

SERIAL NO.  
ADDRESSED TO: ICICI BANK LIMITED

**NABHA POWER LIMITED**  
(the "**Company**") was incorporated under the Companies Act, 1956  
CIN: U40102PB2007PLC031039  
**Registered Office:** PO Box No.28, Near Village Nalash, Rajpura, Punjab -140401  
**Corporate Office:** Near Village Nalash, Rajpura, Punjab - 140401  
Tel: 0172 4646846; Fax: 0172 4646802  
**Website:** [www.larsentoubro.com](http://www.larsentoubro.com)

Information Memorandum for Private Placement of Rated, Listed, Unsecured, Redeemable Non-Convertible Debentures of a face value of INR 10,00,000 (Rupees Ten Lacs Only) each, for an amount of INR 500,00,00,000 (Rupees Five Hundred Crore Only) (referred to as "**Debentures**" or "**NCDs**"), for cash at par to the face value.

This Information Memorandum is neither a Prospectus nor a Statement in Lieu of Prospectus. This Information Memorandum is prepared in conformity with Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 issued vide circular No. LAD-NRO/GN/2008/13/127878 dated June 06, 2008, as amended and Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 issued vide circular no. LAD-NRO/GN/2012-13/19/5392 dated October 12, 2012 and SEBI Circular dated 29.10.2013 having Circular No. CIR/IMD/DF/18/2013) and Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2014 issued vide circular no. No. LAD-NRO/GN/2013-14/43/207 dated January 31, 2014 ("**SEBI Debt Listing Regulations**").

#### GUARANTEED BY LARSEN & TOUBRO LIMITED

##### CREDIT RATING

ICRA has assigned ICRA AAA (CE) (ICRA Triple A credit enhancement with Stable Outlook) to these Debentures. Instruments with such ratings are considered to have the highest degree of safety regarding timely servicing of financial obligations. Such instruments carry lowest credit risk.

The Rating Agency reserves the right to suspend, withdraw or revise the rating at any time on the basis of new information etc. The ratings are not a recommendation to buy / sell or hold the rated instrument.

##### GENERAL RISK

Investment in debt instruments involves a degree of risk and prospective investors should invest any funds in the Issue only after reading the Information Memorandum carefully. Before taking an investment decision, prospective investors must rely on their own examination of the Company and the Issue including the risk involved.

##### LISTING

The Debentures to be issued under this Private Placement are proposed to be listed on the Wholesale Debt Market ("WDM") segment of The National Stock Exchange of India Limited (NSE).

##### COMPANY'S RESPONSIBILITY

The Company, having made all reasonable inquiries, that the information contained in this Information Memorandum is true and correct in all material respects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which makes any such information or the expression of any such opinions or intentions misleading in any material respect.

ARRANGER TO ISSUERS	DEBENTURE TRUSTEE	REGISTRAR & TRANSFER AGENT
1. ICICI Bank Limited Nehru Centre, 9 <sup>th</sup> Floor, Discovery of India, Dr. A. B. Road, Worli, Mumbai – 400 018	IDBI Trusteeship Services Limited Asian Building, Ground Floor, 17, R Kamani Marg, Ballard Estate, Mumbai – 400 001	NSDL Database Management Limited 4th Floor, Trade World A- Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013
<b>ISSUE SCHEDULE</b> Issue Opening and Closing: November 18, 2019 & Deemed Date of Allotment : November 19, 2019		
<b>Pay-In Date</b>	November 19, 2019	

<b>Manner of Bidding</b>	Open Book Bidding
<b>Mode of Allotment</b>	Uniform Yield
<b>Mode of Settlement</b>	ICCL

### **Debenture Holders**

**The Debentures mentioned herein are not offered for sale or subscription to the public, but are being privately placed with a limited number of eligible investors.** The issue of the Debentures comprised in the Issue and described under this Information Memorandum has been authorised by the Issuer through a resolution passed by the board of directors of the Issuer dated April 17, 2019 and the resolution of the shareholders dated September 20, 2019 and in accordance with the operative provisions of the Companies Act 2013 and the rules framed thereunder ("**Companies Act**"). This Information Memorandum should not be treated as an offer for sale or solicitation of an offer to buy the Debentures as prescribed herein by any person who has not been provided with a copy of this Information Memorandum. This Information Memorandum does not constitute an offer for sale or a solicitation of an offer to buy the Debentures as described herein from any person other than the person whose name appears on the cover page of this Information Memorandum. No person other than such person, receiving a serially numbered copy of this document may treat the same as constituting an offer to sell or a solicitation of an offer to buy the Debentures. This Information Memorandum is not intended to be circulated to more than 200 persons in the aggregate in a financial year. The Company is not liable if this Information Memorandum has been received by an arranger, or by a Person who was provided a copy of this Information Memorandum by an arranger.

The distribution of this Information Memorandum and offer and sale of Debentures in certain jurisdiction may be restricted by law. It does not constitute an offer for sale or solicitation of an offer to buy in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such state or jurisdiction.

## DISCLAIMERS

### ISSUER'S DISCLAIMER

This Information Memorandum of private placement of the Debentures (the "**Memorandum**" or the "**Information Memorandum**") is being prepared to provide general information to potential Debenture Holders to whom it is addressed and who are willing and eligible to subscribe to the Debentures, in relation to the Issue of the Debentures by the Company. The issue of the Debentures to be listed on the wholesale debt market segment of the stock exchange is being made strictly on a '*private placement*' basis.

As per the applicable provisions of the Companies Act, it is not necessary for a copy of this Information Memorandum to be filed or submitted to the ROC or SEBI for its review and/or approval.

This Information Memorandum is neither a prospectus nor a statement in lieu of prospectus. This Information Memorandum is intended for private use and should not be construed to be a prospectus and/or an invitation to the public or a section of the public so as to constitute a '*public offer*' for subscription to the Debentures under any Applicable Law for the time being in force. This Information Memorandum has been prepared in conformity with the SEBI Debt Listing Regulations.

All the information contained in this Information Memorandum has been supplied by or on behalf of the Company and the Company confirms that it has taken reasonable care to ensure that the information is true and accurate in all material respects as at the date shown on the cover of this Information Memorandum and does not contain any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein that would be in the light of circumstances under which they are made, and are not misleading.

Each copy of this Information Memorandum is serially numbered and the recipient of the Memorandum is alone entitled to apply for the Debentures. No invitation is being made to any persons other than those to whom this Information Memorandum is being sent. Any application by a person to whom the Information Memorandum has not been sent by the Issuer shall be rejected without assigning any reason.

The Issuer certifies that the disclosures made in this Information Memorandum are adequate and in conformity with the SEBI Debt Listing Regulations.

This Information Memorandum and the contents hereof are restricted only for the intended recipient(s) who have been addressed directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Debentures. All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this Information Memorandum are intended to be used only by those Investors to whom it is distributed. This Information Memorandum does not purport to contain all the information that any potential investor may require. Neither this Information Memorandum nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Information Memorandum should not consider such receipt a recommendation to purchase any Debentures. It is not intended for distribution to any other person and should not be reproduced by the recipient. Each investor contemplating the purchase of any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyse such investment and the suitability of such investment to such investor's particular circumstances. It is the responsibility of potential investors to also ensure that they will sell these Debentures in strict accordance with this Information Memorandum and other Applicable Laws.

The person who is in receipt of this Information Memorandum shall not reproduce or distribute in whole or part or make any announcement in public or to a third party regarding the contents hereof without the consent of the Issuer.

The Issuer does not undertake to update the Information Memorandum to reflect subsequent events after the date of Information Memorandum and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer. Neither the delivery of this Information Memorandum nor any sale of debentures made hereunder shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

This Information Memorandum does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation.

The Company and its directors have not been prohibited from accessing the capital or financial market under any order or directions passed by SEBI or RBI.

#### **DISCLAIMER CLAUSE OF STOCK EXCHANGE**

As required, a copy of this Information Memorandum is being filed with the NSE in terms of the SEBI Debt Listing Regulations. It is to be distinctly understood that submission of this Information Memorandum to the NSE should not in any way be deemed or construed to mean that this Information Memorandum has been reviewed, cleared, or approved by the NSE; nor does the NSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Information Memorandum, nor does the NSE warrant that the Issuer's Debentures will be listed or will continue to be listed on the NSE; nor does the NSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer.

#### **DISCLAIMER CLAUSE OF SEBI**

As per the provisions of the SEBI Debt Listing Regulations, it is not stipulated that a copy of this Information Memorandum has to be filed with or submitted to the SEBI for its review / approval. It is to be distinctly understood that this Information Memorandum should not in any way be deemed or construed to have been approved or vetted by SEBI and that this Issue is not recommended or approved by SEBI. SEBI does not take any responsibility either for the financial soundness of any proposal for which the Debentures issued thereof is proposed to be made or for the correctness of the statements made or opinions expressed in this Information Memorandum.

#### **DISCLAIMER CLAUSE OF DEBENTURE TRUSTEE**

The Debenture Trustee, "ipso facto" does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by investors for the Debentures/bonds.

#### **DISCLAIMER CLAUSE OF THE ARRANGER TO ISSUERS**

The Issuer is solely responsible for the truth, accuracy and completeness of all the information provided in this Information Memorandum. Neither is the Arranger to issuers responsible for preparing, clearing, approving, scrutinizing or vetting this Information Memorandum, nor is the Arranger to issuers responsible for doing any due diligence for verification of the truth, correctness or completeness of the contents of this Information Memorandum. The Arranger to issuers shall be entitled to rely on the truth, correctness and completeness of this Information Memorandum. It is to be distinctly understood that the aforesaid use of this Information Memorandum by the Arranger to issuers should not in any way be deemed or construed to mean that the Information Memorandum has been prepared, cleared, approved, scrutinized or vetted by the Arranger to issuers. Nor should the contents of this Information Memorandum in any manner be deemed to have been warranted, certified or endorsed by the Arranger to issuers as to the truth, correctness or completeness thereof. Each recipient must satisfy itself as to the accuracy, reliability, adequacy, reasonableness or completeness of the Information Memorandum.

The Arranger to issuers has not conducted any due diligence review on behalf or for the benefit of the Debenture Trustee or any of the Debenture Holder. Each Debenture Holder should conduct such due diligence on the Issuer and the Debentures, as it deems appropriate and make its own independent assessment thereof.

Distribution of this Information Memorandum does not constitute a representation or warranty, express or implied by the Arranger to issues that the information and opinions herein will be updated at any time after the date of this

Information Memorandum. The Arranger to issuers does not undertake to notify any recipient of any information coming to the attention of the Arranger to issuers after the date of this Information Memorandum. No responsibility or liability or duty of care is or will be accepted by the Arranger to issuers for updating or supplementing this Information Memorandum nor for providing access to any additional information as further information becomes available.

Neither the Arranger to issuers nor any of their respective directors, employees, officers or agents shall be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of relying on any statement in or omission from this Information Memorandum or in any other information or communications made in connection with the Debentures.

The Arranger to issuers is acting for the Company in relation to the Issue of the Debentures and not on behalf of the recipients of this Information Memorandum. The receipt of this Information Memorandum by any recipient is not to be constituted as the giving of investment advice by the Arranger to issuers to that recipient, nor to constitute such a recipient a customer of the Arranger to issuers. The Arranger to issuers is not responsible to any other person for providing the protection afforded to the customers of the Arranger to issuers nor for providing advice in relation to the Debentures.

Each recipient of this Information Memorandum acknowledges that:

- (a) each recipient has been afforded an opportunity to request and to review and has received all additional information considered by the recipient to be necessary to verify the accuracy of or to supplement the information contained herein; and
- (b) such recipient has not relied on the Arranger to issuers in connection with its investigation of the accuracy of such information or its investment decision.

#### **DISCLAIMER IN RESPECT OF JURISDICTION**

This Issue is made in India to investors who shall be specifically approached by the Issuer. This Information Memorandum does not constitute an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. The Debentures are governed by and will be construed in accordance with Indian law. Any disputes arising out of this Issue will be subject to the non-exclusive jurisdiction of the courts at Mumbai (unless otherwise specified in the respective Debenture Documents). This private placement offer of Debentures is made in India to persons resident in India and non-residents as permissible. Nothing in this Information Memorandum shall constitute and/or deem to constitute an offer or an invitation to an offer, to be made to the Indian public or any section thereof, at large, through this Information Memorandum, and this Information Memorandum and its contents should not be construed to be a prospectus under the Companies Act. This Information Memorandum does not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

#### **DISCLAIMER IN RESPECT OF RATING AGENCY**

The rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The rating may be subject to revision or withdrawal at any time by the assigning rating agency and each rating should be evaluated independently of any other rating. The rating obtained is subject to revision at any point of time in the future. The rating agency has a right to suspend, withdraw the rating at any time on the basis of new information etc.

#### **ISSUE OF DEBENTURES IN DEMATERIALIZED FORM**

The Debentures will be issued in dematerialized form. The Issuer has made arrangements with the Depositories for the issue of the Debentures in dematerialized form. Investors will have to hold the Debentures in dematerialized form as per the provisions of Depositories Act. The DP's name, DP ID and beneficiary account number must be mentioned at the appropriate place in the Application Form. The Issuer will make the Allotment to investors on the Date of Allotment after verification of the Application Form, the accompanying documents and on realization of the application money. The Issuer shall take necessary steps to credit the Debentures allotted to the beneficiary account maintained by the Investor with its depository participant.

## DEFINITIONS

Application Form	The application form for subscription to the Debentures to be issued by the Company, to any person to whom this Information Memorandum is addressed.
Applicant	Those institutions, Foreign Institutional Investors registered with SEBI or corporations, to whom a copy of the Information Memorandum may be sent, specifically addressed to such persons, with a view to offering the Debentures.
Applicable Law	any statute, law, bylaw, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority whether in effect as of the date of any of the Debenture Documents or thereafter and in each case as amended.
Beneficial Owner	The owner of the Debentures in electronic (dematerialized) form held through a Depository and whose name is so recorded by the Depository in the register maintained by it for this purpose;
Board	Board of Directors of the Company;
NSE	The National Stock Exchange of India Limited;
Business Day	A day (other than a Public Holiday or a Saturday or a Sunday) on which scheduled commercial banks are generally open for business in Mumbai , India;
Call Option Exercise Event	If any of the following occurs in respect of the Issuer: <ol style="list-style-type: none"> <li>1. The shareholding of the Promoter Group in the Issuer falls below 50%</li> <li>2. The Promoter Group ceases to have management control of the Issuer</li> <li>3. Definitive agreement for transfer of shares of the Issuer has been signed between the Promoter Group and a proposed buyer which leads to one of the above 2 conditions.</li> </ol>
Call Option Formula	The formula set out in Annexure IX of this Information Memorandum
Company/ Issuer	Nabha Power Limited
Companies Act	Companies Act, 2013 along with the rules framed thereunder, as amended from time to time.
Debenture Documents	<ol style="list-style-type: none"> <li>(i) The Debenture Trust Deed;</li> <li>(ii) the Debenture Trustee Agreement;</li> <li>(iii) this Information Memorandum (including the Term Sheet);</li> <li>(iv) the Guarantee; and</li> </ol> <p>all agreements, instruments, undertakings, indentures, deeds, writings and other documents (whether financing or otherwise) executed or entered into, or to be executed or entered into, by the Issuer or as the case may be, any other person, in relation, or pertaining, to the transactions contemplated by, or under this Information Memorandum or any other document so designated collectively by the Issuer and the Debenture Trustee, from time to time.</p>
Debenture Holder(s)/ Investor	A person who is for the time being a holder of the Debentures and whose name is last mentioned in the Debenture Register and shall include a Beneficial Owner of the Debentures;
Debenture Register	The register of Debenture Holders;
Debenture Trustee	SEBI Registered Debenture Trustee, being IDBI Trusteeship Services Limited

Debenture Trust Deed	the debenture trust entered into between the Debenture Trustee and the Company;
Debenture Trustee Agreement	the agreement entered into between the Debenture Trustee and the Issuer on or about the date hereof, setting out the terms and conditions for the appointment of the Debenture Trustee to act as the trustee for the Debenture Holders, and such other terms as may be agreed between the Issuer and the Debenture Trustee thereto.
Depository (ies)	A depository registered with the SEBI in accordance with the Securities and Exchange Board of India (Depositories and Participant) Regulations, 1996, as amended from time to time, and in this case being the National Securities Depository Limited (NSDL) and Central Depositories Services (India) Limited (CDSL);
Depositories Act	The Depositories Act, 1996, as amended from time to time;
DP/Depository Participant	A depository participant as defined in the Depositories Act;
DP-ID	Depository Participant identification number;
FII's	Foreign Institutional Investors;
FY/ Financial Year	The financial year of the Company which commences on April 1 of a calendar year and ends on March 31 of the immediately succeeding calendar year;
Governmental Authority	Any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other Law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof;
Guarantee	The unconditional and irrevocable continuing corporate guarantee proposed to be executed by Larsen & Toubro Limited in connection with the Debentures in favour of the Debenture Trustee (on behalf of the Debenture Holders).
Information Memorandum	This information memorandum of private placement of the Debentures;
INR/Rs./Rupees	The lawful currency of the Republic of India;
Letter of Allotment	A letter of allotment evidencing the title to the Debentures to be issued immediately to the Debenture Holder;
Majority Debenture Holders	Such Debenture Holders who hold more than 75% of the aggregate principal amount of the Debentures.
Memorandum and Articles of Association	The memorandum and articles of association of the Issuer, as the case may be;
Outstanding Amount	All amounts payable to the Debenture Holder (including the amounts payable in accordance with the terms of the Debentures as provided in the Terms of the Issue) or the Debenture Trustee including, without limitation, any costs or fees payable to the Debenture Trustee acting in any of its capacities under the respective Debenture Documents and any indemnity or interest (default or otherwise) payable under the Debenture Documents.
PPA	The power purchase agreement executed between the Issuer and the erstwhile Punjab State Electricity Board dated 18 January 2010 for the purchase of power from the Project
Private Placement Offer Letter	the private placement offer letter prepared under rule 14 and in form PAS – 4 as set out under the Companies (Prospectus and Allotment of Securities) Rules, 2014 issued by the Issuer to any person to whom this Information Memorandum is addressed.
Promoter Group	Larsen & Toubro Limited (L&T) and L&T Power Development Ltd. (L&T PDL)

Public Holiday	Any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) in Mumbai and New Delhi, India;
Rating Agency	ICRA Limited;
RBI	The Reserve Bank of India;
RBI Act	The Reserve Bank of India Act, 1934, as amended from time to time;
RfP	The request for proposal dated 10 June 2009 along with all schedules, annexures and the RfP Project Documents (as defined therein) attached thereto, issued by the Punjab State Electricity Board.
RfQ	The request for qualification document issued by the Issuer for tariff based bidding process for procurement of power on long term basis from the Project and includes any amendments, modifications, alterations or clarifications issued in respect of the same.
Registrar and Transfer Agent	NSDL Database Management Limited
RTGS	Real Time Gross Settlement System;
SEBI	Securities and Exchange Board of India;
Subscribers	The initial subscribers to the Debentures;
Term-Sheet	Term sheet set out in Annexure I of this Information Memorandum



## I. REGULATORY DISCLOSURES

### A. Issuer Information

Registered office of the Issuer	Corporate office of the Issuer	Compliance officer of the Issuer
Nabha Power Limited ("NABHA" or "Issuer") PO Box No.28, Near Village Nalash, Rajpura, Punjab -140401	Nabha Power Limited ("NABHA" or "Issuer") Near Village Nalash, Rajpura, Punjab -140401	Mr. G.V.Vijaya Raghav P.O. Box No.28, Near Village Nalash, Rajpura, Punjab -140401
CFO of the Issuer	Arrangers, if any, of the instrument	Debenture Trustee of the issue
Mr. G.V Vijaya Raghav Near Village Nalash, Rajpura, Punjab -140401	1. ICICI Bank Limited Nehru Centre, 9 <sup>th</sup> Floor, Discovery of India, Dr. A. B. Road, Worli, Mumbai – 400 018	IDBI Trusteeship Services Limited Asian Building, Ground Floor, 17, R Kamani Marg, Ballard Estate, Mumbai – 400 001
Registrar of the issue	Credit Rating Agency of the issue	Auditors of the Issuer
NSDL Database Management Limited 4th Floor, Trade World A- Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013	ICRA Limited 1802, 18th Floor, Tower 3, Indiabulls Finance Centre, Senapati Bapat Marg, Elphinstone, Mumbai 400013	B.K Khare & Co. 706/708, Sharda Chambers, New Marine Lines, Mumbai – 400020

### B. A brief summary of the business/ activities of the issuer and its line of business.

#### i. Background

Nabha Power Limited (NPL) was established as a Special Purpose Vehicle (SPV) by the erstwhile Punjab State Electricity Board (PSEB) to develop the 1,400 MW (2 X 700 MW) coal fired thermal power plant at Nalash Village, Rajpura, District Patiala, Punjab, India ("Project").

Pursuant to an RfQ/RfP floated by PSEB in line with the Case 2 competitive bidding guidelines of Government of India (GoI), L&T Power Development Limited (L&T PDL) was awarded the Project by PSEB. Accordingly, the ownership of NPL was transferred to L&T PDL on 18th January 2010 and a Long Term Power purchase agreement (PPA) for 25 years was signed with PSEB on the same date.

Units 1 and 2 (700 MW each) of the Project have been operational from 1st February 2014 and 9th July 2014 respectively.

#### ii. Promoters

##### a) **L&T Power Development Ltd (L&T PDL)**

L&T PDL, incorporated in September 2007, is a wholly owned subsidiary of Larsen & Toubro Limited (L&T). L&T PDL is formed as a power development arm of L&T with the objective of developing, investing, operating and maintaining power generation projects of all types namely thermal, hydel, nuclear and other renewable forms of energy including captive and co-generation power plants.

**b) Larsen & Toubro Limited (L&T)**

Larsen & Toubro Limited (L&T) is a technology, engineering, construction manufacturing and financial services company. It is one of the largest and most respected companies in India's private sector. More than seven decades of a strong, customer-focused approach and the continuous quest for world-class quality have enabled it to attain and sustain leadership in all its major lines of business. L&T has an international presence, with a global spread of offices. A thrust on international business has seen overseas earnings grow significantly. It continues to grow its global footprint, with offices and manufacturing facilities in multiple countries. The company's businesses are supported by a wide marketing and distribution network, and have established a reputation for strong customer support.

L&T believes that progress must be achieved in harmony with the environment. A commitment to community welfare and environmental protection are an integral part of the corporate vision.

In response to changing market dynamics, L&T has gone through a phased process of redefining its organisation model to facilitate growth through greater levels of empowerment. The new structure is built around multiple businesses that serve the needs of different industries.

*Hydrocarbon:* L&T Hydrocarbon Engineering Limited (LTHE) operates as a wholly owned subsidiary of Larsen and Toubro Limited. LTHE delivers 'design to build' world-class engineering and construction solutions on turnkey basis in oil & gas, petroleum refining, chemicals & petrochemicals and fertiliser sectors. In-house expertise and experience, synergised with strategic partnerships enables it to deliver single point solution for every phase of a project - right from the front end design through engineering, fabrication, project management, construction and installation up to commissioning. The key aspects of business philosophy are: on-time delivery, cost competitiveness, and high quality standards with focus on best in class HSE practices. Integrated strengths coupled with experienced highly-skilled engineers and workmen, are the key enablers in delivering critical and complex projects in India and in select countries overseas.

*Heavy Engineering:* L&T's Heavy Engineering has established a reputation in global markets for quality products. It manufactures and supplies custom designed and engineered critical equipment and systems to the needs of core-sector industries and the defence sector. It is the preferred supplier of equipment for a select range of products, globally.

*Shipbuilding:* L&T's shipbuilding facility has been created to cater to the needs of growing global demand for construction of specialized oceangoing vessels. The shipyard is geared up to take up construction of niche vessels such as specialized Heavy lift Cargo Vessels, CNG carriers, Chemical tankers, defense & para military vessels and other role specific vessels.

*Construction:* L&T Construction is India's largest construction organisation with over 65 years of experience and expertise in the field. L&T Construction figures among the World's top contractors and ranks 35th among top global contractors and 60th among international contractors as per the survey conducted by Engineering News Record magazine, USA. Many of the country's prized landmarks – its exquisite buildings, tallest structures, largest airports/ industrial projects, longest flyovers, highest viaducts, longest pipelines including many other benchmark projects have been built by L&T Construction. L&T Construction's leading edge capabilities cover every discipline of construction: civil, mechanical, electrical and instrumentation engineering and services extend to all core sector industries and infrastructure projects.

*Power:* L&T Power is a business brand of L&T, with a mandate to integrate L&T's varied offerings in the thermal power sector. The Company is uniquely positioned to combine rich and diverse strands of experience in engineering, manufacturing and project execution with strong management focus on providing turnkey solutions.

*Electrical & Automation:* Electrical & Automation (E&A), leaders in the low voltage switchgear category, is one of the key business portfolios of L&T. E&A business comprises low and medium voltage switchgear, electrical systems, marine switchgear, electrical and automation systems integration, energy meters & relays. Its products and solutions cater to industries, utilities, infrastructure, building and agriculture segments.

*Machinery & Industrial Products:* L&T Machinery and Industrial Products (MIP) comprises two Strategic Business groups (SBGs) – Machinery and Industrial Products. Machinery SBG consists of Construction & Mining Machinery, Rubber Processing Machinery and Foundry Business Units. The Industrial Products (IP) SBG consists of businesses related to industrial valves, welding equipment & products and cutting tools

*Financial Services:* L&T Finance Holdings Limited is a financial holdings company registered with the RBI as an NBFC, majority held by L&T and with listed equity on the stock exchanges, offering a diverse range of financial products and services across retail, corporate, housing and infrastructure finance sectors as well as mutual fund products and investment management services.

*Information Technology & Technology Services:* L&T Infotech, a subsidiary of L&T, is a global IT services and solutions provider. It provides the winning edge to clients by leveraging its Business-to-IT Connect and deeply committed people. Clients find in it a right-size partner who combines scale, stability and customer-centricity. The rich corporate heritage has given it many inherent advantages that translate into tangible benefits for clients. Another subsidiary, L&T Technology Services, offers design and development solutions throughout the entire development chain across various industries such offering include Industrial Products, Medical Devices, Transportation, Telecom and Hi-tech and to the Process Industry. The company also offers solutions in the areas of Mechanical engineering Services, Embedded Systems Services, and Product Lifecycle Management (PLM).

*Development Projects:* The operations of developmental projects business segment, carried out through subsidiary companies, primarily involves development, operation and maintenance of basic infrastructure projects in the Public Private Partnership format, toll collection including annuity based road projects, power development and power transmission, development & operation of port facilities and providing related advisory services.

*Realty:* L&T Realty, the real estate arm of L&T, has a portfolio of trend-setting real estate developments across the country. Leveraging the values of the parent company - the expertise, the professionalism, the trust, the quality commitment associated with L&T, L&T Realty is setting up large developments redefining urban living. These include Residences, Corporate offices, Retail, Leisure & Entertainment spaces.

**iii. Key Operational and Financial Parameters for last 3 audited years and H1 FY 2019-20 Unaudited**

Parameters	Amount in INR			
	H1 FY 2019-20 (Unaudited)	FY 2018-19	FY 2017-18	FY 2016-17
Net worth	33,667,593,666	32,450,829,786	31,475,417,305	28,987,492,747.00
Total Debt	73,771,640,590	75,492,898,712	77,903,418,556	76,747,273,598.00
of which- Non Current Maturities of				
Long Term Borrowing	19,902,644,911	15,089,752,456	25,728,711,919	36,154,880,172.00
Short Term Borrowing	33,549,272,361	30,507,621,549	35,626,881,438	19,821,687,933.00
Current Maturities of Long Term Borrowing	20,319,723,318	29,895,524,707	16,547,825,199	20,770,705,493.00
Other Non Current Liabilities	21,556,335	9,295,958	43,418,307	144,613,567.00
Net Fixed Assets (incl. CWIP)	872,984,256	870,930,047	847,264,423	815,729,319.00
Non Current Assets				88,868,967,234.00
Cash and Cash Equivalents	2,068,904,435	80,770,973	2,208,440,642	51,973,629.00
Current Investments			-	-
Current Assets	23,571,691,630	24,372,623,584	23,357,684,514	19,659,972,717.00
Current Liabilities(including current maturities)	59,132,144,515	65,138,191,959	55,863,015,466	44,109,656,414.00
Net Sales/Revenue (incl. Other Income)	21,021,709,989	39,720,027,976	39,135,673,321	35,273,131,644.00

EBITDA	4,142,026,164	7,219,673,657	9,192,174,956	6,555,981,964.00
EBIT	4,130,583,224	7,205,761,715	9,182,905,514	6,549,005,977.00
Interest	2,927,072,577	5,995,407,188	6,358,110,024	6,476,035,368.00
PAT	1,166,558,708	964,284,016	2,451,716,837	(261,085,931.00)
Dividend amounts - Preference [Incl. Dividend Tax]			-	-
Current ratio	0.40	0.37	0.42	0.45
Gross Debt/equity ratio (Total Debt)	2.19	2.33	2.48	2.65

**Gross Debt: Equity Ratio of the company: -**

Before the issue of debt securities (as on 30.09.2019)	2.19
After the issue of debt securities (as on 30.09.2019)	2.19*

\* Borrowings will replace existing debt in the entity

**iv. Project Location**

Project is located near Nalash village of Rajpura Tehsil in District Patiala, Punjab.

Particulars	Details and approximate distance from project site
Nearest Railway Station	Sarai Banjara (7 km)
Nearest Airport	Chandigarh Airport (28 Kms)
Nearest Town/Cities	Rajpura Town (8 kms)
Nearest Road Link	<ul style="list-style-type: none"> <li>National Highway (NH 1) - 5 kms</li> <li>State Highway (SH 64) - 5 kms</li> </ul>



**v. Key Raw Materials**

**• Land**

Total land required for the main plant is 1188 Acres which has been acquired.

**• Water**

NPL has received the approval from Irrigation Works of Punjab for drawing water upto 50 cusecs all year long which shall be sufficient to meet the water requirement for the 1400 MW plant..

- **Power Evacuation**

The power generated from the project is being evacuated through two (2) nos. 400kV double circuit line as follows:

- 400 kV D/C line from plant substation to the substation in Dhuri
- 400 kV D/C line from plant substation to the substation in Nakodar

- **Fuel tie up (coal)**

NPL had received coal linkage from South Eastern Coalfield Ltd (SECL) vide Letter of Assurance (LOA) dated December 11, 2008 for 5.55 MTPA of "G-11" grade coal from mines in Korba / Raigarh. The linkage was arranged by PSEB before inviting the bids for the Project. Subsequently, NPL has executed Fuel Supply Agreement (FSA) with SECL for Unit 1 and 2 on 11th May 2013 and 4th September 2013 respectively.

However, as per the recent FSA terms, Coal India Ltd (CIL) and its subsidiaries are restricting actual allocation to 75% of the commitment under LOA. NPL filed a petition seeking permission to arrange coal from alternative sources to meet coal shortfall and pass through of landed cost of such coal. Punjab State Electricity Regulatory Commission (PSERC) through its order on petition No. 57 of 2013 (issued on 19th February 2014) has confirmed that coal price including fuel from alternate sources (imported coal and commercial coal) will be a pass through subject to certain conditions.

- **Off take arrangement (Power Purchase Agreement)**

PPA has been executed on 18th January 2010 for 100% of generation from the 1400 MW (net of auxiliary consumption) power plant for a period of 25 years from COD of the power station.

As per the PPA terms, the tariff consists of two parts:

i) Capacity Charges:

As per the term of the RfP, Capacity Charges was quoted in 2 parts i.e. Non Escalable Capacity charges (NECC) and Escalable Capacity Charges (ECC). While NECC has been quoted for each contract year under the PPA; ECC has been quoted for the 1st contract year under the PPA. In the subsequent contract years, ECC shall be escalated at the rate declared by Central Electricity Regulatory Commission (CERC).

Capacity Charges shall be payable based on the Plant Availability irrespective of whether the power is scheduled for despatched by Punjab State Power Corporation Limited (PSPCL). Capacity Charges are payable upto 85% availability. Beyond 85% availability in a contract year, NPL is entitled to an incentive of 40% of NECC for such contract year, subject to a maximum of Rs. 0.25/unit.

ii) Energy Charges:

Energy Charges for a period shall be payable for the electricity which was scheduled to be generated during that period, as per dispatch instructions of PSPCL. The Energy Charges will be computed based on Net Quoted Heat Rate (NQHR), actual cost of coal (includes cost of purchasing, transporting and unloading the coal) and the Gross Calorific Value of the coal.

- **Project status**

Commercial Operations Date for Unit 1 and 2 of the Project has been achieved on 1<sup>st</sup> February 2014 and 9<sup>th</sup> July 2014 respectively. NPL has commenced generating revenues from sale of power.

vi. **Management's perception of risk factors:**

There are continuous challenges in the areas of Coal supply and regulatory uncertainty. However, the management is closely monitoring the position and taking effective steps like self imports, participating in E-tenders and procuring alternate coal from on-linkage sources, duly informing and inviting PSPCL, and thereby ensuring protection of plant availability as well as full recovery of capacity charges as per PPA. Overall scenario in terms of inflation and interest rates are also not very encouraging.

Power Generation Capacity additions have accelerated in the eleventh plan period. On the important issue of fuel while there has been an increase in the coal production, there is still significant dependence on imported coal. It is important that mining activity and coal block / environment clearances are fast tracked in order to reduce the same.

As a private developer, the environment in the Power sector poses following major risks:

- a. Regulatory risks (Clearances, Government Policies, dispute resolution etc.)
- b. Financial Risks (Economic shocks, inflation, access to capital etc.)
- c. Operation & Fuel related Risks (Fuel quality, Availability etc.)
- d. Strategic risks (market scenario, demand supply situation)

**C. A brief history of the issuer since its incorporation giving details of its activities including any reorganization, reconstruction or amalgamation, changes in its capital structure, (authorized, issued and subscribed) and borrowings, if any.**

**i. History of the Issuer: Equity Share Capital as on last quarter end (30-09-2019)**

<b>Equity Share capital</b>	
Authorized share capital	Rs. 30,00,00,00,000.00
Issued, subscribed and paid up share capital	Rs. 23,25,00,00,000.00

<b>Convertible Preference Share capital</b>	
Authorized share capital	Rs. 5,00,00,00,000.00
Issued, subscribed and paid up share capital	Rs. 72,60,00,000.00
Preference share premium	Rs. 2,90,40,00,000.00

**ii. CHANGES IN ITS EQUITY CAPITAL STRUCTURE AS ON LAST QUARTER END (30-09-2019), FOR THE LAST FIVE YEARS:-**

<b>Date of</b>	<b>Rs.</b>	<b>Particulars (reason of change)</b>
<b>(a). Equity Share Capital</b>		
18-01-2010	5,00,000.00	Transfer from PSEB to L&T PDL
15-10-2010	959,95,00,000.00	Allotment
01-11-2012	25,00,00,000.00	Allotment
16-01-2013	162,00,00,000.00	Allotment
04-05-2013	249,00,00,000.00	Allotment
19-07-2013	202,00,00,000.00	Allotment
31-03-2014	727,00,00,000.00	Allotment
<b>(b). Non-Cumulative Convertible Preference Share Capital</b>		
11-05-2015	72,60,00,000.00	Allotment

**iii. EQUITY SHARE CAPITAL HISTORY OF THE COMPANY AS ON LAST QUARTER END (30-09-2019), FOR THE LAST FIVE YEARS:-**

Date of Allotment	No. of Equity shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration (Cash, other than cash, etc)	Nature of Allotment	Cumulative			Remarks
						No of equity shares	Equity Share Capital (Rs)	Equity Share Premium (in Rs)	
18-01-2010	50000	10	-	-	Transfer	50000	500000	Nil	Transfer from PSEB to L&T PDL
15-10-2010	959950000	10	10	Cash	Rights Basis	960000000	9600000000	Nil	Allotment
01-11-2012	25000000	10	10	Cash	Rights Basis	985000000	9850000000	Nil	Allotment
16-01-2013	162000000	10	10	Cash	Rights Basis	1147000000	11470000000	Nil	Allotment
04-05-2013	249000000	10	10	Cash	Rights Basis	1396000000	13960000000	Nil	Allotment
19-07-2013	202000000	10	10	Cash	Rights Basis	1598000000	15980000000	Nil	Allotment
31-03-2014	727000000	10	10	Cash	Rights Basis	2325000000	23250000000	Nil	Allotment
<b>Total :-</b>									
							<b>2325000000</b>		

**iv. Details of any Acquisition or Amalgamation in the last 1 year.**

NIL

**v. Details of any Reorganization or Reconstruction in the last 1 year:-**

NIL

**D. Details of the shareholding of the Company as on the latest quarter end:-**

**i. Shareholding pattern of the Company as on last quarter end (31-09-2019):-**

Sr. no.	Particulars	Total No. of Equity Shares	No. of shares in Demat form	Total Shareholding as % of total no of equity Shares
1	L&T Power Development Limited along with its nominees	232,50,00,000	232,49,99,994	100%

Notes: - Shares pledged or encumbered by the promoters (if any): 51% of the paid up equity share capital of the Issuer have been pledged by the Promoters as security for the Secured Loans of the Issuer (please see point G (i) of the Information Memorandum).

**ii. List of top 10 holders of equity shares of the Company as on the latest quarter end:-**

Sr No	Name of the Shareholders	Total No of Equity Shares	No of shares in demat form	Total Shareholding as % of total no. of equity shares
1	L&T Power Development Limited	232,50,00,000	232,49,99,994	100%

along with its nominees			
-------------------------	--	--	--

**E. Following details regarding the directors of the company:-**

**i. Details of directors of the company (as on 31-10-2019)**

<b>Name, Designation and DIN</b>	<b>Age</b>	<b>Address</b>	<b>Director of the Company since</b>	<b>Details of other directorship</b>
Mr. Shailendra Roy, Director 02144836	67	FLAT NO. 603/604, KALPANA, OPP. RAMAKRISHNA, MISSION HOSPITAL, 11TH ROAD, KHAR - WEST, MUMBAI, 400052	07-10-2010	<ol style="list-style-type: none"> <li>1. L&amp;T POWER DEVELOPMENT LIMITED</li> <li>2. L&amp;T POWER LIMITED</li> <li>3. L&amp;T-SARGENT &amp; LUNDY LIMITED</li> <li>4. L&amp;T-MHPS BOILERS PRIVATE LIMITED</li> <li>5. L&amp;T-MHPS TURBINE GENERATORS PRIVATE LIMITED</li> <li>6. RAYKAL ALUMINIUM COMPANY PRIVATE LIMITED</li> <li>7. L&amp;T SPECIAL STEELS AND HEAVY FORGINGS PRIVATE LIMITED</li> <li>8. L&amp;T HOWDEN PRIVATE LIMITED</li> <li>9. LARSEN &amp; TOUBRO LIMITED</li> </ol>
Mr. Ajit Samal  Director 05180802	56	902, GLEN DALE HIRANANDANI GARDENS, POWAI, MUMBAI, 400076	19-07-2013	<ol style="list-style-type: none"> <li>1. RAYKAL ALUMINIUM COMPANY PRIVATE LIMITED</li> <li>2. L&amp;T UTTARANCHAL HYDROPOWER LIMITED</li> <li>3. KESUN IRON AND STEEL COMPANY PRIVATE LIMITED</li> <li>4. L&amp;T HIMACHAL HYDROPOWER LIMITED</li> <li>5. L&amp;T ARUNACHAL HYDROPOWER LIMITED</li> <li>6. BHILAI POWER SUPPLY COMPANY LIMITED</li> </ol>
Ms. Vijaya Sampath  Director 00641110	66	Flat No 403, Block 14, Heritage City, Mehrauli Gurgaon Road, Gurgaon, 122002	18-09-2015	<ol style="list-style-type: none"> <li>1. L&amp;T-MHPS BOILERS PRIVATE LIMITED</li> <li>2. SAFARI INDUSTRIES (INDIA) LIMITED</li> <li>3. L&amp;T-MHPS TURBINE GENERATORS PRIVATE LIMITED</li> <li>4. GVS ENVICON TECHNOLOGIES PVT. LTD</li> <li>5. ERIS LIFESCIENCES LIMITED</li> <li>6. VARROC ENGINEERING LIMITED</li> <li>7. VCA Legal LLP</li> <li>8. INGERSOLL-RAND (INDIA) LIMITED</li> <li>9. INTELLECT DESIGN ARENA LIMITED</li> <li>10. CRAFTSMAN AUTOMATION LIMITED</li> </ol>



Mr. Balasubramanian Sankaramahalingam Director 06622735	53	C-503 Falcon Castle, Senapati Bapat Marg, Lower Parel, Mumbai - 400013	20-09-2017	1. ALPHA ALTERNATIVE ASSET ADVISORS PRIVATE LIMITED 2. IL&FS SOLAR POWER LIMITED
Mr. Sravankumar Venkata Satya Yeleswarapu Director 01080060	59	801, Verona, Hiranandani Gardens, Powai, Mumbai, 400 076	14-01-2015	1. L&T POWER DEVELOPMENT LIMITED

**\*Company to disclose name of the current directors who are appearing in the RBI defaulter list and/or ECGC default list, if any.**

None of the directors of the Issuer are appearing in the RBI defaulter list and/or ECGC default list.

**ii. Details of change in directors since last three years:- NIL**

Name, Designation and DIN	Date of Appointment / Resignation	Director of the Company since (in case of resignation)	Remarks

**F. Following details regarding the auditors of the company:-**

**i. DETAILS OF THE AUDITOR OF THE COMPANY:-**

Name	Address	Auditors Since
M/s. B.K Khare & Co	706/708, Sharda Chambers, New Marine Lines, Mumbai – 400020	FY 2019-20

**ii. DETAILS OF CHANGE IN AUDITOR SINCE LAST THREE YEARS:- There has been no change in the auditors of the Company since the last 3 years.**

Name	Address	Auditors till
M/s. Sharp & Tannan	205-206, Ansal Tower, 38, Nehru Place, New Delhi – 110019	FY 2018-19

**G. Borrowings Details of borrowings of the Company, as on the latest quarter end:-**

The outstanding borrowings of the Issuer, as on 30-09-2019 are as follows

**i. Secured Loans as on 30-09-2019**

Lenders Name	Type of Facility	Amt. Sanctioned (JPY)	Principal Amt. Outstanding (US Dollars)	Repayment Schedule
Various Banks	External Commercial Borrowing	1046,22,80,000	52,125,128.00	Payable in 24 equitable half yearly instalments starting from September 2014 and ending on March 2026
US Dollar in INR terms as on 30-09-2019 amounted to Rs. 343 Crs (@70.87).				

Lenders Name	Type of Facility	Amt. Sanctioned (Rs. In Cr.)	Principal Amt. Outstanding (Rs. In cr)	Repayment Schedule
Various Banks	Cash Credit Facility	1000.00	Nil	On Demand

**Security for the above borrowings is as under:**

- A first mortgage and charge on all the Issuer's immovable properties, present and future;
- A first charge by way of hypothecation of all the Issuer's movables including movable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles and all other movable assets, present and future;
- A first charge on Issuer's book debts, operating cash flows, receivables, commissions, revenues of whatsoever nature and wherever arising, present and future, intangibles, goodwill, uncalled capital, present and future;
- A first charge by way of assignment or creation of charge of (i) all the right, title, interest, benefits, claims and demands whatsoever of the Issuer in the Project Documents, duly acknowledged and consented to by the relevant counter-parties to such Project Documents, all as amended, varied or supplemented from time to time; (ii) all the rights, title, interest, benefits, claims and demands whatsoever of the Issuer in the clearances in respect of the Project; (iii) all the right title, interest, benefits, claims and demands whatsoever of the Issuer in any letter of credit, guarantee, performance bond provided by any party to the Project Documents and (iv) all Insurance Contracts/Insurance Proceeds in respect of the Project;
- A first charge on the Letter of Credit / Escrow Account, Trust and Retention Account, Debt Service Reserve Account and other reserves and any other bank accounts of the Issuer, wherever maintained;
- A pledge of 51% of the paid up equity share capital of the Issuer by L&T PDL upto COD; to the extent of 33% for 3 years following COD and to the extent of 26% thereafter during the currency of the loan.

**ii. Details of Unsecured Loans Facilities (as on 30-09-2019):-**

Lenders Name	Type of Facility	Amt. Sanctioned (Rs. In Cr.)	Principal Amt. Outstanding (Rs. In cr)	Repayment Date / Schedule
Larsen & Toubro Limited*	Inter Corporate Borrowing	10.17	10.17	
Various Debenture Holders	Non-Convertible Debentures	3550.00	3550	Refer Point G(iii) below

Various institutions*	Commercial Papers	3360	3360	Refer Point G(vi) below
-----------------------	-------------------	------	------	-------------------------

\* These have since been repaid on scheduled repayment / maturity dates as and when due.

**iii. Details of NCDs (as on 30-09-2019):-**

Sr. No.	Debenture Series	Tenor/period of Maturity	Coupon (In % p.a.)	Amount (Rs. In crore)	Date of Allotment	Redemption Date/Schedule	Credit Rating	Secured / Unsecured	Security
1	Unsecured Rated Listed Redeemable Non-Convertible Debentures (ISIN: INE445L08367)	14 months & 21 days	8.75%	1250	10-Dec-2018	28-Feb-2020	ICRA AAA (SO)	Unsecured	NA
5	Unsecured Rated Listed Redeemable Non-Convertible Debentures Series: I (ISIN: INE445L08334)	37 months & 5 days	8.12%	385	23-Mar-2018	28-Apr-2021	ICRA AAA (SO)	Unsecured	NA
	Series: II (ISIN: INE445L08342)	36 months	8.12%	215	23-Mar-2018	23-Mar-2021	ICRA AAA (SO)	Unsecured	NA
6.	Unsecured Rated Listed Redeemable Non-Convertible Debentures (ISIN: INE445L08359)	26 months & 5 days	7.90%	600	6-Apr-2018	5-Jun-2020	ICRA AAA (SO)	Unsecured	NA
7	Unsecured Rated Listed Redeemable Non-Convertible Debentures (ISIN: INE445L08375)	1 Year 9 Months 21 Days	8.06%	1100	25-Jun-19	15-Apr-21	ICRA AAA (SO)	Unsecured	NA

**iv. List of top 10 Debenture holders (as on 30-09-2019):-**

**(a) 8.75% - 12500 NCD (Date of Issue: 10-Dec-2018)**

Name of Debenture holder	Holding Value (Rs. Crore)	ISIN Number
ICICI PRUDENTIAL SAVINGS FUND	250	INE445L08367
SBI MAGNUM ULTRA SHORT DURATION FUND	136	INE445L08367
KOTAK MAHINDRA TRUSTEE CO. LTD. A/C KOTAK LOW DURATION FUND	135	INE445L08367
KOTAK MAHINDRA TRUSTEE COMPANY LTD. A/C. KOTAK MAHINDRA BOND SHORT TERM PLAN	125	INE445L08367
TATA MUTUAL FUND- TATA TREASURY ADVANTAGE FUND	121	INE445L08367
TATA SHORT TERM BOND FUND	100	INE445L08367
ICICI PRUDENTIAL CORPORATE BOND FUND	100	INE445L08367
SBI SHORT TERM DEBT FUND	50	INE445L08367

SBI MAGNUM LOW DURATION FUND	50	INE445L08367
RELIANCE CAPITAL TRUSTEE CO LTD -A/C RELIANCE FLOATING RATE FUND	50	INE445L08367
<b>Total</b>	<b>1117.00</b>	

**(e) 8.12% - 6000 NCD Series I to II (Date of Issue: 23-Mar-2018)**

Name of Debenture holder	Holding Value (Rs. In Crore)	ISIN Number
RELIANCE CAPITAL TRUSTEE CO LTD-A/C RELIANCE FIXED HORIZON FUND XXXVIII SERIES 6	129.00	INE445L08342
HDFC TRUSTEE COMPANY LTD A/C HDFC CORPORATE BOND FUND	50.00	INE445L08334
UTI - ARBITRAGE FUND	44.30	INE445L08334
ICICI PRUDENTIAL FIXED MATURITY PLAN - SERIES 82 -1187 DAYS PLAN F	42.00	INE445L08334
TATA SHORT TERM BOND FUND	40.50	INE445L08334
RELIANCE CAPITAL TRUSTEE CO LTD-A/C RELIANCE FIXED HORIZON FUND XXXVIII SERIES 6	35.00	INE445L08334
AXIS TREASURY ADVANTAGE FUND	25.00	INE445L08334
RELIANCE CAPITAL TRUSTEE CO LTD.A/C RELIANCE BALANCED ADVANTAGE FUND	25.00	INE445L08342
ICICI PRUDENTIAL FIXED MATURITY PLAN - SERIES 82 - 1136 DAYS PLAN P	24.00	INE445L08334
RELIANCE CAPITAL TRUSTEE CO LTD -A/C RELIANCE FLOATING RATE FUND	22.00	INE445L08334
<b>Total</b>	<b>436.80</b>	

**(f) 7.90% - 6000 NCD Series I to II (Date of Issue: 6-Apr-2018)**

Name of Debenture holder	Holding Value (Rs. In Crore)	ISIN Number
RELIANCE CAPITAL TRUSTEE CO LTD -A/C RELIANCE FLOATING RATE FUND	350.00	INE445L08359
ADITYA BIRLA SUN LIFE TRUSTEE PRIVATE LIMITED A/C ADITYA BIRLA SUN LIFE CORPORATE BOND FUND	150.00	INE445L08359
ADITYA BIRLA SUN LIFE TRUSTEE PRIVATE LIMITED A/C ADITYA BIRLA SUN LIFE SAVINGS FUND	50.00	INE445L08359
RELIANCE CAPITAL TRUSTEE CO LTD A/C-RELIANCE LOW DURATION FUND	50.00	INE445L08359
		INE445L08359
<b>Total</b>	<b>600.00</b>	

**(f) 8.06% - 11000 NCD Series I (Date of Issue: 25-June-2019)**

Name of Debenture holder	Holding Value (Rs. In Crore)	ISIN Number
HDFC TRUSTEE COMPANY LTD A/C HDFC FLOATING RATE DEBT FUND	400.00	INE445L08375
HDFC TRUSTEE COMPANY LIMITED A/C HDFC LOW DURATION FUND	225.00	INE445L08375
HDFC TRUSTEE COMPANY LTD A/C HDFC SHORT TERM DEBT FUND	150.00	INE445L08375
KOTAK SAVINGS FUND	125.00	INE445L08375
AXIS MUTUAL FUND TRUSTEE LIMITED A/C AXIS MUTUAL FUND A/C AXIS SHORT TERM FUND	75.00	INE445L08375

KOTAK MAHINDRA TRUSTEE CO. LTD. A/C KOTAK LOW DURATION FUND	40.00	INE445L08375
HDFC TRUSTEE COMPANY LTD A/C HDFC CORPORATE BOND FUND	25.00	INE445L08375
AXIS TREASURY ADVANTAGE FUND	25.00	INE445L08375
KOTAK MAHINDRA TRUSTEE CO. LTD. A/C KOTAK FIXED MATURITY PLAN SERIES 223	21.00	INE445L08375
KOTAK MAHINDRA TRUSTEE CO. LTD. A/C KOTAK FIXED MATURITY PLAN SERIES 246	4.00	INE445L08375
<b>Total</b>	<b>1090</b>	

v. **The amount of corporate guarantee issued by the Issuer along with name of the counterparty (like name of the subsidiary, JV entity, group company, etc.) on behalf of whom it has been issued. - NIL**

vi. **Details of Commercial Paper:- The total Face Value of Commercial Papers Outstanding as on the latest quarter end to be provided and its breakup in following table:-**

<b>Maturity Date</b>	<b>Face Value (30-09-2019) (Rs. Cr)</b>
11-Oct-19	125
11-Oct-19	575
31-Oct-19	525
31-Oct-19	625
31-Oct-19	210
31-Oct-19	300
18-Oct-19	500
19-Nov-19	400
19-Nov-19	100
<b>Total</b>	<b>3360</b>

vii. **Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 5 years . NIL**

viii. **Details of any outstanding borrowings taken/ debt securities issued where taken / issued (i) for consideration other than cash, whether in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option; NIL**

**H) Details of Promoter of the Company:**

**i. DETAILS OF PROMOTER HOLDING IN THE COMPANY AS ON THE LATEST QUARTER END (30-09-2019)**

<b>Particulars (Name and address of shareholder)</b>	<b>Total No. of Equity Shares</b>	<b>No. of shares in Demat form</b>	<b>Total Shareholding as % of total no of equity shares</b>	<b>No. of shares pledged</b>	<b>% of shares pledged with respect to shares owned</b>
L&T Power Development Limited along with its nominees	2,32,50,00,000	2,32,50,00,000.00	100%	1,18,57,50,000	51%

- I) Abridged version of Audited Consolidated (wherever available) and Standalone Financial Information (like Profit & Loss statement, Balance Sheet and Cash Flow statement) for at least last three years and auditor qualifications , if any.**

Please refer to **Annexure VI of this Information Memorandum** for Standalone Financial Information (Profit & Loss statement, Balance Sheet and Cash Flow statement). There are no auditor qualifications.

- J) Abridged version of Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (like Profit & Loss statement, and Balance Sheet) and auditors qualifications, if any.**

Please refer to **Annexure VI of this Information Memorandum**

- K) Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, tax litigations resulting in material liabilities, corporate restructuring event etc) at the time of issue which may affect the issue or the investor's decision to invest / continue to invest in the debt securities.**

There are various litigations against the Issuer and Promoters. However, none of them are likely to have an adverse impact on the investor's decision to invest / continue to invest in the guaranteed debt securities.

- L) The names of the debenture trustee(s) shall be mentioned with statement to the effect that debenture trustee(s) has given his consent to the Issuer for his appointment under regulation 4 (4) and in all the subsequent periodical communications sent to the holders of debt securities.**

The debenture trustee of the proposed Debentures is:  
IDBI Trusteeship Services Limited  
Asian Building, Ground Floor,  
17, R Kamani Marg, Ballard Estate, Mumbai 400001  
Tel: 91-22- 40807000. Fax: 91-22- 66311776, 40807080

- M) The detailed rating rationale (s) adopted (not older than one year on the date of opening of the issue)/ credit rating letter issued (not older than one month on the date of opening of the issue) by the rating agency.**

Attached as **Annexure VII of this Information Memorandum**

- N) If the security is backed by a guarantee or letter of comfort or any other document / letter with similar intent, a copy of the same shall be disclosed. In case such document does not contain detailed payment structure (procedure of invocation of guarantee and receipt of payment by the investor along with timelines), the same shall be disclosed in the offer document.**

A copy of the format for the guarantee deed is attached as Annexure III of this Information Memorandum.

- O) Copy of Debenture Trustee's consent letter**

Attached as **Annexure VIII of this Information Memorandum**

**P) Names of all the recognized stock exchanges where the debt securities are proposed to be listed clearly indicating the designated stock exchange.**

**National Stock Exchange of India Limited**

Exchange Plaza,  
Plot no. C/1, G Block,  
Bandra-Kurla Complex,  
Bandra (E) Mumbai - 400 051  
Tel No. +91 (022) 26598100 – 8114  
Fax: +91 (022) 26598120  
Website: <http://nseindia.com>

**Q) Other details**

**i. DRR Creation – Relevant regulations and applicability**

The Company has created a Debenture Redemption Reserve (DRR) of Rs. 5,545,409,834.00 as on 31-03-2019 in accordance with the provisions of the Companies Act and circulars issued by the MCA in this regard from time to time.

**ii. Issue / instrument specific regulations – relevant details (Companies Act, RBI guidelines, etc.)**

The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act 2013

**iii. Application Procedure**

The application procedure for the Issue is as provided in this Information Memorandum.

**B. Issue Details**

**a. Summary term sheet shall be provided which shall include at least following information (where relevant) pertaining to the Unsecured Non Convertible debt securities (or a series thereof):-**

As per Annexure 1

**OTHER INFORMATION AND ISSUE PROCEDURE**

The Debentures being offered as part of the Issue are subject to the provisions of the Companies Act, the Memorandum and Articles of Association of the Issuer, the terms of this Information Memorandum, the Application Form and other terms and conditions as may be incorporated in the Debenture Documents.

**1.1 Mode of Transfer/Transmission of the Debentures**

The Debentures shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. The Debenture(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Companies Act and the Applicable Law. The Debentures held in dematerialised form shall be transferred subject to and in accordance with the rules/procedures as prescribed by CDSL/NSDL and the relevant DPs of the transferor or transferee and the Applicable Laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the register of Debenture Holder maintained by the R&T Agent as on the Record Date, under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed

for transfer of securities held in dematerialised form shall be followed for transfer of these Debentures held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

## **1.2 Debentures held in Dematerialised Form**

The Debentures shall be held in dematerialized form and no action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by cheque/fund transfer/RTGS to those Debenture Holder(s) whose names appear on the list of beneficiaries maintained by the R&T Agent. The names would be as per the R&T Agent's records on the relevant Record Date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action. In case of incorrect details provided by the investors and inability of the Company to credit the depository account, the Debentures will be issued in physical form to such investors.

The list of beneficiaries as of the relevant Record Date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the R&T Agent to the Issuer. If permitted, the Issuer may transfer payments required to be made in any relation by NEFT/RTGS to the bank account of the Debenture Holder(s) for redemption payments.

## **1.3 Trustee for the Debenture Holder(s)**

The Issuer has appointed IDBI Trusteeship Services Ltd to act as trustee for the Debenture Holder(s). The Issuer and the Debenture Trustee have entered/ intend to enter into the Debenture Trustee Agreement and the Debenture Trust Deed *inter alia*, specifying the powers, authorities and obligations of the Debenture Trustee and the Issuer. The Debenture Holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the Debenture Trustee or any of its agents or authorised officials to do all such acts, deeds, matters and things in respect of or relating to the Debentures as the Debenture Trustee may in its absolute discretion deem necessary or require to be done in the interest of the Debenture Holder(s). Any payment made by the Issuer to the Debenture Trustee on behalf of the Debenture Holder(s) shall discharge the Issuer *pro tanto* to the Debenture Holder(s). The Debenture Trustee will protect the interest of the Debenture Holder(s) in regard to the repayment of the principal and yield thereon and the Debenture Trustee will take necessary action, subject to and in accordance with the Debenture Trustee Agreement and the Debenture Trust Deed, at the cost of the Issuer. No Debenture Holder shall be entitled to proceed directly against the Issuer unless the Debenture Trustee, having become so bound to proceed, consistently fails to do so. The Debenture Trustee Agreement and the Debenture Trust Deed shall more specifically set out the rights and remedies of the Debenture Holder and the manner of enforcement thereof.

## **1.4 Sharing of Information**

The Issuer may, at its option, but subject to Applicable Law, use on its own, as well as exchange, share or part with any financial or other information about the Debenture Holder available with the Issuer, its affiliates and other banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Issuer nor its affiliates nor their agents shall be liable for use of the aforesaid information.

## **1.5 Debenture Holder not a Shareholder**

The Debenture Holder(s) shall not be entitled to any rights and privileges of shareholders other than those available to them under the Act. The Debentures shall not confer upon the Debenture Holder the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Issuer.

## **1.6 Modification of Debentures**

The Debenture Trustee and the Issuer will agree to make any modifications in the Information Memorandum which in the opinion of the Debenture Trustee is of a formal, minor or technical nature or is to correct a manifest error.



Any other change or modification to the terms of the Debentures or the Debenture Documents shall require approval by the Majority Debenture Holders either by providing their express consent in writing or by way of a resolution at a duly convened meeting of the Debenture Holder. Upon obtaining such approval, the Debenture Trustee and the Issuer shall give effect to the same by executing necessary document (s) as may be necessary.

### **1.7** Right to accept or reject Applications

The Board of Directors of the Issuer reserves its full, unqualified and absolute right to accept or reject any application for subscription to the Debentures, in part or in full, without assigning any reason thereof.

### **1.8** Notices

Any notice may be served by the Issuer/ Debenture Trustee upon the Debenture Holder through registered post, recognised overnight courier service, hand delivery or by facsimile transmission addressed to such Debenture Holder at its/his registered address or facsimile number.

All notice(s) to be given by the Debenture Holder(s) to the Issuer/ Debenture Trustee shall be sent by registered post, recognised overnight courier service, hand delivery or by facsimile transmission to the Issuer/Debenture Trustee or to such persons at such address/ facsimile number as may be notified by the Issuer/Debenture Trustee from time to time through suitable communication. Provided however, that in case of a notice delivered by facsimile, the Party delivering such notice shall also deliver a copy of the same by hand, registered mail/speed post (postage prepaid), recognised overnight courier service. All correspondence regarding the Debentures should be marked "Private Placement of Debentures".

Notice(s) shall be deemed to be effective (a) in the case of registered mail, 3 (three) Business Days after posting; (b) 1 (One) Business Day after delivery by recognised overnight courier service, if sent for next Business Day delivery (c) in the case of facsimile at the time when dispatched with a report confirming proper transmission or (d) in the case of personal delivery, at the time of delivery.

### **1.9** Issue Procedure

Only eligible investors as given hereunder may apply for the Debentures by completing the Application Form in the prescribed format in block letters in English as per the instructions contained therein. The minimum number of Debentures that can be applied for and the multiples thereof are set out in this document. No application can be made for a fraction of a Debenture. Application Forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected.

An Application Form must be accompanied by either demand draft(s) or cheque(s) drawn or made payable in favour of the Issuer or otherwise as may be set out in the Application Form and crossed "Account Payee Only". Cheque(s) or demand draft(s) may be drawn on any bank including a co-operative bank, which is a member or a sub-member of the bankers clearing house located at Mumbai. Alternatively, the applicant may transfer payments required to be made in any relation by NEFT/RTGS, to the bank account of the Issuer as per the details mentioned in the Application Form or this document.

### **1.10** Application Procedure

Potential investors will be invited to subscribe by way of the Application Form during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). The Issuer reserves the right to change the issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons or prior notice. The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

### **1.11** Fictitious Application

All fictitious applications will be rejected. As a matter of abundant caution, attention of applicants is specially drawn to the provisions of subsection (1) of Section 38 of the Companies Act, 2013: "Any person who-(a) makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or (b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or (c) otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name shall be punished with imprisonment for a term not less than 6 (six) months but which may extend to 10 (ten) years and shall also be liable to fine which shall not be less than the amount involved in the fraud, but which may extend to three times the amount involved in the fraud".

### **1.12 Basis of Allotment**

Notwithstanding anything stated elsewhere, the Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. Subject to the aforesaid, in case of over subscription, priority will be given to investors on a first cum first serve basis. The investors will be required to remit the funds as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

### **1.13 Payment Instructions**

The Application Form should be submitted along with application amount through RTGS on the Pay-in Date. The RTGS details of the ICCL are as under:

Beneficiary Name: INDIAN CLEARING CORPORATION LTD  
Beneficiary Bank : ICICI Bank  
Account Number: ICCLEB  
IFSC Code : ICIC0000106  
Mode: NEFT/RTGS

### **1.14 Eligible Investors**

The following categories of investors, when specifically approached, are eligible to subscribe to this private placement of Debentures on a primary basis, subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form:

- (a) Scheduled Commercial Banks;
- (b) Financial Institutions;
- (c) Primary/ State/ District/ Central Co-operative Banks (subject to permission from RBI);
- (d) Regional Rural Banks; Cooperative bank authorised to invest in Debentures;
- (e) Non-banking finance companies
- (f) Companies, Bodies Corporate authorised to invest in Debentures
- (g) Banks
- (h) Insurance Companies
- (i) Investment holding companies of high net worth individuals
- (j) Any other person (not being an individual or a group of individuals) eligible to invest in the Debentures

The following categories of investors may buy/hold the Debentures in the secondary market, subject to fulfilling their respective investment norms/rule by submitting all the relevant documents along with transfer form.

- (a) All investors eligible to invest on a primary basis
- (b) Mutual Funds;
- (c) Any other person (not being an individual or a group of individuals) eligible to invest in the Debentures in accordance with applicable law.

All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.

**Note:** Participation by potential investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

#### **1.15** Procedure for Applying for Dematerialised Facility

- (a) The applicant must have at least one beneficiary account with any of the DP's of CDSL/NSDL prior to making the application.
- (b) The applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) appearing in the Application Form under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form".
- (c) Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- (d) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details maintained with the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.
- (e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the R&T Agent to the Issue.
- (f) If incomplete/incorrect details are given under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form" in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.
- (g) For allotment of Debentures, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demographic details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.
- (h) The redemption amount or other benefits would be paid to those Debenture Holders whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those Debentures for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, till such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

#### **1.16** Depository Arrangements

The Issuer shall make necessary arrangement with CDSL/NSDL for issue and holding of Debenture in dematerialised form.

#### **1.17** List of Beneficiaries

The Issuer shall request the R&T Agent to provide a list of beneficiaries as at the end of each Record Date. This shall be the list, which will be used for payment of interest or repayment of redemption monies.

#### **1.18** Succession

In the event of winding up of a Debenture Holder (being a company), the Issuer will recognise the executor or administrator or legal representative (being the liquidator) of the Debenture Holder appointed by a competent court having title to the Debentures provided that such person obtains a probate or letter of administration or other legal representation, as the case may be, from a court in India having jurisdiction over the matter.

The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of such legal representation, in order to recognise any person as being entitled to the Debenture(s) standing in the name of the concerned Debenture Holder on the production of sufficient documentary proof and an indemnity. Provided that the Issuer shall have the option of depositing the amounts due to any such Debenture Holder in an escrow account maintained by it with any scheduled commercial bank in India, after intimating the Debenture Trustee. Such a deposit into the escrow account will discharge the Issuer of its obligations towards such Debenture Holder(s) in relation to the Debentures.

#### **1.19 Mode of Payment**

All payments must be made through cheque(s)/draft(s)/NEFT/RTGS as set out in the Application Form.

#### **1.20 Effect of Holidays**

In case an interest payment date falls on a Saturday or Sunday or a day that is not a Business Day, the payment due shall be made on the next Business Day. However the calculation for payment of interest will be only till the "Coupon Payment Dates" which would have been the case if "Coupon Payment Dates" were not a holiday. In case the principal redemption date falls on a Saturday or Sunday or a day that is not a Business Day, the payment due shall be made on the previous Business Day together with interest accrued till the date of actual payment.

#### **1.21 Tax Deduction at Source**

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source. For seeking TDS exemption/lower rate of TDS, relevant certificate/document must be lodged by the Debenture Holder(s) at the office of the R&T Agent or the Issuer at least 30 (thirty) calendar days before the relevant payment becoming due and if required, be submitted afresh annually and/or as and when called upon for the same by the Company. Tax exemption certificate / declaration of non-deduction of tax at source on interest on application money, should be submitted along with the Application Form. Failure to comply with the above shall entitle the Company to deduct tax at source as may be advised to it.

#### **1.22 Deemed Date of Allotment**

All the benefits under the Debentures will accrue to the Investor from the specified Deemed Date of Allotment. The Deemed Date of Allotment for the Issue is November 19, 2019 and November 29, 2019 by which date the Investors would be intimated of allotment.

#### **1.23 Record Date**

The Record Date will be 15 calendar days before the due date for payment of interest /principal.

#### **1.24 Refunds**

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within 15 (Fifteen) days from the Deemed Date of Allotment of the Debentures.

In case the Issuer has received money from applicants for Debentures in excess of the aggregate of the application money relating to the Debentures in respect of which allotments have been made, the R&T Agent shall upon receiving instructions in relation to the same from the Issuer repay the moneys to the extent of such excess, if any.

#### **1.25 PAN**

Every applicant should mention its Permanent Account Number ("**PAN**") allotted under the Income Tax Act, 1961, on the Application Form and attach a self attested copy as evidence. Application Forms without PAN will be considered as incomplete and are liable to be rejected.

#### **1.26** Payment on Redemption

Payment on redemption will be made by way of cheque(s)/redemption warrant(s)/demand draft(s)/credit through RTGS system/funds transfer in the name of the Debenture Holder(s) whose names appear on the list of beneficial owners given by the Depository to the Issuer as on the Record Date.

The Debentures shall be taken as discharged on payment of the redemption amount by the Issuer on maturity to the registered Debenture Holder(s) whose name appears in the Register of Debenture Holder(s) on the Record Date. On such payment being made, the Issuer will inform CDSL/NSDL and accordingly the account of the Debenture Holder(s) with CDSL/NSDL will be adjusted.

On the Issuer dispatching the amount as specified above in respect of the Debentures, the liability of the Issuer shall stand extinguished.

**Disclaimer:** Please note that only those persons to whom this Information Memorandum has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an investor is required to provide all those documents / authorizations / information, which are likely to be required by the Issuer. The Issuer may, but is not bound to revert to any investor for any additional documents / information, and can accept or reject an application as it deems fit. Investment by investors falling in the categories mentioned above are merely indicative and the Issuer does not warrant that they are permitted to invest as per extant laws, regulations, etc. Each of the above categories of investors is required to check and comply with extant rules/regulations/ guidelines, etc. governing or regulating their investments as applicable to them and the Issuer is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

#### **DECLARATION**

The Issuer declares that all the relevant provisions in the regulations/guideline issued under the provisions of the Companies Act 2013, the SEBI Debt Listing Regulations and Applicable Laws have been complied with and no statement made in this Information Memorandum is contrary to the provisions thereunder. The Company accepts no responsibility for the statements made otherwise than in this Information Memorandum or in any other material issued by or at the instance of the Company and that any one placing reliance on any other source of information would be doing so at his own risk. The information contained in this Information Memorandum is as applicable to privately placed debt securities and subject to information available with the Issuer.

For and on behalf of

**Nabha Power Limited**

**Authorized Signatory**  
**November 13, 2019**

## ANNEXURE I: TERM-SHEET

### Term sheet for private placement of Unsecured, Listed, Rated NCDs of Nabha Power Limited

<b>Issuer /Company</b>	Nabha Power Limited (NPL)
<b>Sponsor</b>	Larsen & Toubro Limited (L&T)
<b>Guarantor</b>	Larsen & Toubro Limited (L&T)
<b>Instrument</b>	Unsecured Rated Listed Redeemable Non-Convertible Debentures (“NCDs” or “Debentures”)
<b>Issue Objects</b>	The proceeds of the Issue will be utilized for bona fide purposes in the normal course of business of the Company / Issuer. However, the Issuer shall not use the issue proceeds towards investment in capital markets and real estate or any other purpose ineligible for bank finance by the RBI.
<b>Issue Size</b>	Rs.500,00,00,000/- (Rs. Five hundred crores only )
<b>Arranger</b>	ICICI Bank
<b>Face Value</b>	Rs. 10,00,000/- per NCD
<b>Redemption Date</b>	20 April 2022
<b>Coupon</b>	7.4050% p.a.
<b>Coupon Payment Dates</b>	20 April 2020 20 April 2021 20 April 2022
<b>Call Option</b>	Any time on or after 19th Feb 2020 on the occurrence of a Call Option Exercise Event
<b>Call Option Exercise Event</b>	The Call Option shall become exercisable only if any of the following events have occurred <ol style="list-style-type: none"> <li>1. The shareholding of the Sponsor in the Issuer falls below 50%</li> <li>2. The Sponsor ceases to have management control of the Issuer</li> <li>3. Definitive agreement for transfer of shares of the Issuer has been signed between the Promoter Group and a proposed buyer which leads to one of the above 2 conditions</li> </ol>
<b>Call Option Notice Period</b>	The Issuer will give a notice period of 30 days before exercise of the Call Option
<b>Call Option Exercise Yield</b>	<ol style="list-style-type: none"> <li>1. In case the Call Option is exercised between 19 February 2020 and 20 October 2021 (both dates inclusive), the Issuer would exercise the Call Option and buyback/redeem the Debentures at the First Call Option Yield in accordance with the Call Option Formula as given in Annexure I</li> <li>2. In case the Call Option is exercised on or after 21 October 2021, the Issuer would exercise the Call Option and buyback /redeem the Debentures at the Second Call Option Yield in accordance with the Call Option Formula as given in Annexure I</li> </ol>
<b>First Call Option Yield</b>	Linear Interpolation between the two Benchmark yields, for tenors which are closest to the balance tenor of the Debentures, as reflected in Bloomberg “BCOP” “Reference Yield Matrix” or equivalent page for AAA (PSUs) at 5.00 pm, 3 business days before the payment due date. The buyback price to be calculated is basis FIMMDA convention

<b>Second Call Option Yield</b>	Benchmark yield, for a tenor which is closest to the balance tenor of the Debentures, as reflected in Bloomberg OTC Money Markets “CDs PSU Bank” or equivalent page at 5.00 pm, 3 business days before the payment due date. The buyback price to be calculated is basis FIMMDA convention
<b>Put Option</b>	Nil
<b>Credit Rating</b>	“ICRA AAA(CE)” Standalone rating of Issuer is ICRA [A+] NPL to provide latest letter and rationale from Credit Rating Agency supporting the above mentioned credit rating.
<b>Day Count</b>	Actual / Actual Interest payable on the Debentures will be calculated on the basis of actual number of days elapsed in a year of 365 or 366 Days as the case may be.
<b>Corporate Guarantee</b>	Unconditional, irrevocable & continuing Corporate Guarantee from the Guarantor for the timely payment of all payment obligations, including the interest, principal and other dues, under the NCDs
<b>Invocation of Corporate Guarantee</b>	In case of ‘Funding Shortfall Event’, the Debenture Trustee will invoke the Corporate Guarantee by giving notice, through fax/email to Guarantor on the same day as the ‘Funding Shortfall Event’ and which is deemed to be received on the same day as sent by the Debenture Trustee. The Guarantor will then fund the designated account within day 1 (one) business days of receiving such notice.
<b>Funding Shortfall Event</b>	A ‘Funding Shortfall Event’ shall be deemed to have occurred if the Designated Account is not funded with interest, redemption proceeds & any other amount due under the NCDs by 4.00 pm, 2 (Two) business days before the respective due date.
<b>Default Interest</b>	In the event of delay in the payment of interest amount and/ or redemption of principal amount on the due date(s) or on in the event of delay in listing of NCDs beyond 20 days from the Deemed Date of Allotment, the Issuer shall pay penal interest as per provisions of SEBI (Issue & Listing of the Debt Securities) (Amendment) Regulation 2012
<b>Interest on Application Money</b>	At the Coupon Rate (subject to deduction of tax of source, as applicable) from the date of realization of cheque(s) / demand draft(s) up to one day prior to the Deemed Date of Allotment.
<b>Documentation</b>	1. Information Memorandum 2. Debenture Trustee Agreement 3. Corporate Guarantee
<b>Listing</b>	On the Wholesale Debt Market segment of NSE and / or BSE
<b>Record Date</b>	The ‘Record Date’ for the Debentures shall be 15 calendar Days prior to each interest payment and/ or principal repayment date.

<p><b>Designated Account</b></p>	<p>Account of the Issuer with a scheduled commercial bank, wherein the interest &amp; redemption proceeds for all debentures shall be credited by Issuer. In case of Invocation of Corporate Guarantee, the Guarantor shall make payments into the Designated Account.</p> <p>The Issuer shall fund the Designated Account with the interest and/or redemption proceeds and / or any other dues, as appropriate, 2 (two) business days prior to the payment due date for interest, redemption proceeds payment dates and/or any other dues (hereafter referred to as Payment Mechanism).</p>
<p><b>Event of Default</b></p>	<p>The Trustee at its discretion may, and if so required in writing by the holders of not less than 75% in principal amount of the Debentures then outstanding or if so directed by an Extraordinary Resolution shall (subject to being indemnified and/or secured by the Debentures holders to its satisfaction), give notice to the Issuer that the NCDs are, and they shall accordingly thereby become, due and repayable if any of the events listed below (each, an “Event of Default”) has occurred.</p> <ol style="list-style-type: none"> <li>1. Payment Default defined as delay or default in payment of interest, principal or any other charges payable by the Issuer and/or Guarantor on the respective due date of payment, under the Debentures, of such interest and/ or redemption proceeds and/or any other amount due;</li> <li>2. Breach of material covenants by Issuer and/or Guarantor under the various transaction documents and such breach is not cured within 60 days.</li> <li>3. Subject to materiality, any representation or statement made by Issuer/ Guarantor under any of the transaction documents having been found to be incorrect by Debenture Trustee, and not cured within 60 days</li> <li>4. Any amount equal to or exceeding Rs. 50 crores payable by the Issuer under any other financing document executed by the Issuer in relation to its indebtedness is not paid when due and becomes due and payable before its normal maturity by reason of a default or event of default under such financing document, and such default continues for a period of 60 days</li> <li>5. Any amount equal to or exceeding Rs. 50 crores payable by the Guarantor under any other financing document executed by the Guarantor in relation to its indebtedness is not paid when due and becomes due and payable before its normal maturity by reason of a default or event of default under such financing document, and such default continues for a period of 60 days</li> <li>6. Issuer / Guarantor taking any corporate action or any other steps, or commencement of any legal proceedings by any person, for its winding-up, liquidation, or dissolution, which have not been stayed by an appropriate Court of law within a period of 180 days.</li> </ol>
<p><b>Consequences of Event of Default</b></p>	<ul style="list-style-type: none"> <li>▪ On occurrence of any Event of Default, the Debenture Trustee may accelerate all amounts due under the Instrument (subject to consent from minimum 75% of the debenture holders). Accelerated Payment Date, in such an event, would be defined as 10 (ten) business days from the date of issuance of acceleration notice by the Debenture Trustee by email/fax, assumed to be received on the same day. Issuer would need to fund the Designated Account by 4:00 pm 2 (two) business days before the Accelerated Payment Date. Failure to pay shall constitute “Funding Shortfall Event” and lead to Invocation of Corporate Guarantee.</li> </ul>



	<ul style="list-style-type: none"> <li>▪ Further in case the accelerated redemption is not made by the Accelerated Payment Date, penal interest of 2% over and above the coupon would be charged to the Issuer for the defaulting period and shall be payable on a monthly basis.</li> <li>▪ Enforcement of security, if any and any other recourse under law against Issuer and, if the Guarantor fails to pay upon invocation of the guarantee, the Guarantor.</li> </ul>
<p><b>Conditions Precedent to the Issue</b></p>	<ul style="list-style-type: none"> <li>▪ An up-to-date certified true copy of the memorandum and articles of association, certificate of incorporation and certificate of commencement of business of the Issuer</li> <li>▪ Board resolutions of the Issuer for issuance of the Debentures and of Guarantor for issuing Guarantee.</li> <li>▪ A certified true copy of the special resolution of the shareholders of the Issuer approving the private placement of the Debentures under Rule 14 (2) (a) of the Companies (Prospectus and Allotment of Securities) Rules, 2014.</li> <li>▪ A certificate from the Company Secretary of the Company confirming that the issue of the Debentures together with the existing borrowings of the Issuer will not breach any borrowing or similar limit binding on the Issuer or its Board, including pursuant to the special resolution of the shareholders of the Issuer under section 180 (1) (c) of the Companies Act, 2013.</li> <li>▪ A certified true copy of the financial statements of the Issuer for the year ending 31 March 2018</li> <li>▪ Signed copy of latest financial statements of the Issuer</li> <li>▪ A copy of the Board resolution of the Guarantor for issuance of guarantee in respect of the Debentures, as: (i) the Issuer is a wholly owned subsidiary of the Guarantor and (ii) the proceeds raised from the issue of Debentures (for which the Guarantee is given by the Guarantor) will be utilized for its 'principal business activities'.</li> <li>▪ The Issuer shall appoint a debenture trustee and registrar and transfer agent</li> <li>▪ Rating letter (not older than one month) and rating rationale from ICRA</li> <li>▪ The Issuer shall arrange for listing of the Instrument on the wholesale debt market segment of NSE, with in principle listing approval from NSE to be obtained beforehand.</li> <li>▪ A copy of the letter received from the Debenture Trustee providing its consent to act as the debenture trustee in connection with the issue of the Debentures.</li> <li>▪ Execution of the Guarantee and the Debenture Trustee Agreement.</li> </ul>
<p><b>Conditions Subsequent</b></p>	<ul style="list-style-type: none"> <li>▪ No later than 30 (thirty) days from the date of allotment, the Issuer shall provide to the Debenture Trustee (for the benefit of the Debenture Holders), a certified copy of the return of allotment of securities in form PAS-3 (as prescribed under the Companies (Prospectus and Allotment of Securities) Rules, 2014)) filed with the registrar of companies along with a complete list of the Debenture Holders containing: <ul style="list-style-type: none"> <li>i. the full name, address, PAN and e-mail id of the Debenture Holders;</li> <li>ii. class of securities held;</li> <li>iii. date of allotment of the Debentures; and</li> <li>iv. the number of Debentures held, nominal value and amount paid on the Debentures.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>▪ The Issuer shall take all steps to ensure the listing of the Debentures on the NSE/BSE.</li> <li>▪ Any other actions required to be completed as conditions subsequent under the terms of the Debenture Trust Deed or the other Debenture Documents.</li> </ul>
<b>Issue Opening Closing &amp; Deemed Date of Allotment</b>	<p>Issue Opening Date: 18th November 2019</p> <p>Issue Closing Date: 18th November 2019</p> <p>Deemed Date of Allotment : 19th November 2019</p>
<b>Mode of Issue</b>	Private Placement
<b>Force Majeure</b>	The Issuer understands that this term sheet is contingent on the assumption that from the date of the provision of this term sheet to the Deemed Date of Allotment, there is no material adverse change in the financial conditions of the Issuer and Indian debt markets which in the reasonable opinion of the Investor would make it inadvisable to proceed with the issue. In case of such material adverse change, the terms may be renegotiated to the mutual satisfaction of the Investor and the Issuer.
<b>Governing Law</b>	The Debentures are Governed by and shall be construed in accordance with the Indian laws. Any dispute arising thereof will be subject to the non-exclusive jurisdiction of Mumbai (unless otherwise specified in the respective Debenture documents)

For Nabha Power Limited	For ICICI Bank Limited

## ANNEXURE I

### CALL OPTION FORMULA

Formula for calculation of redemption amount on exercise of call option =  $P (1+C*N/365) / (1+Y*T/365)$

Where:

P = Principal

C = Coupon Rate in %

N = Maturity Date – Last interest payment date

Y = Call Option Exercise Yield

T = Maturity Date – Repayment date for call exercise

#### Example 1

P	1,000,000.00
C	7.4050%
Call Date*	15-Oct-21
Prior Interest Payment Date	20-Apr-21
Maturity Date	20-Apr-22
Y <sup>^</sup>	6.50%
N = Maturity Date – Last interest payment date	1
T = Maturity Date – Repayment Date of Call	0.5123
Redemption Amount (Total Consideration)	1,039,435.38

#### Example 2

P	1,000,000.00
C	7.4050%
Call Date*	1-Nov-21
Prior Interest Payment Date	20-Apr-21
Maturity Date	20-Apr-22
Y <sup>^</sup>	6.00%
N = Maturity Date – Last interest payment date	1
T = Maturity Date – Repayment Date of Call	0.4658
Redemption Amount (Total Consideration)	1,044,851.41

\*30 days from Call notice

<sup>^</sup>Benchmark Yield which is 3 business days prior to Call Date

## ANNEXURE II: CASH FLOW STATEMENTS FOR DEBENTURES

<b>No of Days in coupon period</b>	<b>Dates</b>	<b>Coupon Amt (Rs.)</b>	<b>Principal Redemption (Rs.)</b>
366	April 20, 2020	30,955.32	-
365	April 20, 2021	74,050.00	
365	April 20, 2022	74,050.00	10,00,000.00

**Notes:**

In case an interest payment date falls on a Saturday or Sunday or a day that is not a Business Day, the payment due shall be made on the next Business Day. However the calculation for payment of interest will be only till the "Coupon Payment Dates" which would have been the case if "Coupon Payment Dates" were not a holiday. In case the principal redemption date falls on a Saturday or Sunday or a day that is not a Business Day, the payment due shall be made on the previous Business Day together with interest accrued till the date of actual payment.

## ANNEXURE III:

### CORPORATE GUARANTEE

**THIS DEED OF GUARANTEE** (this "**Guarantee**") made at Chennai on this 12th day of November, 2019 by:

**1. Larsen & Toubro Limited**, a company under the provisions of the Companies Act, 2013 and having its registered office at L&T House, N M Marg, Ballard Estate, Mumbai – 400 001 hereinafter called the "**Guarantor**", (which expressions shall include its successors wherever the context or meaning shall so require or permit);

#### AT THE REQUEST OF:

**2. Nabha Power Limited**, a company within the meaning of the Companies Act, 2013, and having its registered office at PO Box No.28, Near Village Nalash, Rajpura, Punjab -140401 hereinafter called the "**Company**", (which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns wherever the context or meaning shall so require or permit);

#### IN FAVOUR OF:

**IDBI Trusteeship Services Limited**, a company established under the Companies Act, 1956 and having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai 400 001, and having another office at IDBI Trusteeship Services Limited , J-1 , Virjanand Marg, Vikas Puri, New Delhi 110018 , India hereinafter referred to as the "**Debenture Trustee**", (which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns wherever the context or meaning shall so require or permit).

The Guarantor, the Company and the Debenture Trustee shall each be hereinafter referred to individually as "**Party**" and collectively as "**Parties**".

#### W H E R E A S:

**(A)** The Company has issued / proposes to issue, certain rated, fixed rate, unsecured, redeemable, non-convertible INR denominated debentures of the face value of Rs.10,00,000 (Rupees Ten Lakhs only) each ("**Debentures**") for an amount of Rs. 500 crores to certain identified investors, pursuant to the information memorandum dated on or about the date of this Guarantee ("**Information Memorandum**") and a debenture trust deed to be executed between the Company and the Debenture Trustee (collectively, the "**Transaction Documents**").

**(B)** Under the conditions of the Transaction Documents, the Guarantor is required to issue a corporate guarantee in favour of the Debenture Trustee for the benefit of the persons holding

the Debentures from time to time ("**Debenture Holders**"), in accordance with the terms and conditions provided herein, and the Guarantor has agreed to issue the same.

**NOW THIS DEED WITNESSETH AS FOLLOWS**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein the Guarantor hereby guarantees to and agrees with the Debenture Trustee acting for the benefit of the Debenture Holders as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

Unless otherwise defined, capitalized terms in this guarantee shall have the following meanings:

**"Accelerated Payment Date"** shall be as defined in the Transaction Documents;

**"Applicable Law"** means any statute, law, equity, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Agency whether in effect as of the date of this Deed or thereafter and in each case as amended, as applicable to a Party;

**"Business Day"** shall mean a day (other than a Public Holiday, a Saturday or a Sunday) on which banks are generally open for business in Mumbai;

**"Call Option Payment Date"** shall be as defined in the Transaction Documents;

**"Designated Account"** has the meaning ascribed to the term in the Information Memorandum;

**"Final Settlement"** shall mean the irrevocable and unconditional payment and discharge of all Obligations under the Transaction Documents to the satisfaction of the Debenture Trustee;

**"Funding Shortfall Event"** shall mean the event whereby the Designated Account is not funded with interest and/or redemption proceeds and/or any other amount due under the Debentures by 4.00 pm (IST), 2 (two) Business Days before the respective date of payment of such interest and/ or redemption proceeds and/or any other amount due under the Debentures and/or any Accelerated Payment Date and/or any Call Option Payment Date;

**"Governmental Agency"** means any government or any governmental authority or agency, semi-governmental or judicial or quasi-judicial or administrative entity or authority (including, without limitation, any stock exchange or any self-regulatory organisation established under any Applicable Law);

**"Obligations"** shall mean all payment obligations of the Company under the Transaction Documents;

**"Public Holiday"** shall mean any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) in Mumbai and New Delhi, India;

**"Rating Agency"** shall mean ICRA Limited;

**“Transaction Documents”** shall have the meaning ascribed to the term in Recital A.

## **2. GUARANTEE**

### **2.1 Guarantee**

The Guarantor shall ensure that the Company shall duly and punctually pay and/or discharge the Obligations in accordance with the Transaction Documents. Upon invocation of this guarantee in the manner set out in Clause 2.2 below, the Debenture Trustee may act as though the Guarantor were the principal debtor. Accordingly the Guarantor shall not be discharged nor shall its liability hereunder be affected by any act or thing or means whatsoever by which its said liability would have been discharged or affected if it had not been the principal debtor.

### **2.2 Secured Obligation**

On the occurrence of a Funding Shortfall Event, the Guarantor shall, unconditionally and irrevocably, upon demand, pay into the Designated Account or an account specified by the Trustee without any demur or protest, within 1 (one) Business Day of demand by the Debenture Trustee, the amount stated in the demand certificate (the **“Demand Certificate”**), in the form and manner set out in Schedule I hereto, and limited to the amount in respect of which any Funding Shortfall Event has occurred and not exceeding, in the aggregate, the Obligations. Provided that if on invocation of this Guarantee, the Guarantor has not made a payment within the time so specified for such payment in this Guarantee, the Guarantor shall be liable to pay default interest in accordance with Clause 3 below.

### **2.3 Independent Obligation**

The Guarantor shall, without prejudice to the other provisions contained herein, as a primary obligor and principal debtor and not merely as surety, on a full indemnity basis, indemnify the Debenture Trustee and the Debenture Holders against any losses suffered as a result of the whole or any of the Obligations being or becoming void, voidable, unenforceable or ineffective as against the Company for any reason whatsoever. Provided that the Parties agree and acknowledge that the liability of the Guarantor under such indemnity shall not, in the aggregate, exceed the Obligations.

### **2.4 Demand**

Any demand made by the Debenture Trustee to the Guarantor in the form of a Demand Certificate shall be final, conclusive and binding evidence that the Guarantor’s liability hereunder has accrued except in case of manifest error.

### **2.5 No Requirement to Exhaust Remedies**

Prior to making any demand hereunder, the Debenture Trustee shall not be required to take any step, make any demand upon, exercise any remedies or obtain any judgment against the Company.

### **2.6 Additional Security**

This Guarantee is in addition and without prejudice to any other guarantee, security, lien, indemnity or other right or remedy which the Debenture Trustee may now or hereafter hold for the Obligations or part thereof.

## **3. DEFAULT INTEREST**

In case of default in payment of the Obligations when due in accordance with the Transaction Documents, notwithstanding any other rights that the Debenture Trustee has under this Guarantee, the Guarantor shall pay on the defaulted amounts, default interest at the rate of 2% (two percent) per annum (without double counting any default interest paid by the Company under the Transaction Documents), for the period of default ("**Default Interest**").

The Guarantor agrees that the Default Interest is a genuine pre-estimate of damages that would be caused to the Debenture Holders in case of default in payment of the Obligations or any other amount required to be paid by the Guarantor under the Transaction Documents, on their respective due dates, and the same is not penal in nature.

#### **4. WAIVERS**

4.1 The Guarantor shall not be released by any act or omission on the part of the Debenture Trustee and the Guarantor hereby irrevocably waives in favour of the Debenture Trustee, for the benefit of the Debenture Holders and Debenture Trustee so far as may be necessary to give effect to any of the provisions of this Guarantee, all the suretyship and other rights which the Guarantor might otherwise be entitled to enforce, including but not limited to those arising under Sections 133, 134, 135, 139 and 141 of the Indian Contract Act, 1872.

4.2 Any delay or omission by the Debenture Trustee to exercise any rights at any point of time should not be construed as a grant of waiver. A single waiver or partial exercise of any right, power or privilege shall not preclude future exercise thereto.

#### **5. NO RELEASE**

The rights of the Debenture Holders and the Debenture Trustee against the Guarantor shall remain in full force and effect till the Final Settlement notwithstanding any arrangement, payment or settlement which may be reached or made between the Debenture Trustee or Debenture Holders and the Company or the other guarantor/s or security providers, if any.

#### **6. NO PROOF IN LIQUIDATION; NO EXERCISE OF RIGHTS**

(a) Whilst this Guarantee continues and so long as the Guarantor is in breach of its obligations under this Guarantee, the Guarantor agrees that:

(i) it shall not in the event of the liquidation of the Company prove in competition with the Debenture Holders and/or the Debenture Trustee in liquidation proceedings; and

(ii) it shall have no right of subrogation or indemnity against the Company nor shall it exercise any such rights available under law, to claim any sum relating to the Obligations from the Company, including those of subrogation and of proof in the Company's insolvency, and shall hold the benefit of any such rights on trust for the benefit of the Debenture Holders and the Debenture Trustee.

(b) The Guarantor hereby agrees that the Guarantor's right to indemnity against the Company will not arise so long as any Obligations are due and outstanding.

#### **7. LIABILITY NOT AFFECTED**



Unless otherwise agreed, the liability of the Guarantor under this Guarantee shall not be affected by:

(i) any change in the constitution, ownership or corporate existence of the Company or the Guarantor or any absorption, merger or amalgamation of the Company or the Guarantor with any other company, corporation or concern;

(ii) any insolvency, liquidation, bankruptcy, statutory restructuring or similar situation or proceedings in respect of the Company or Guarantor. Without limiting the generality of the foregoing this Guarantee shall continue to be effective and be re-instated should the Debenture Holder and/or the Debenture Trustee be required under any Applicable Law to return to the Company or any other person any payment made by the Company to them;

(iii) any change in the management of the Company or takeover of the management of the Company or Guarantor by any Governmental Agency;

(iv) acquisition or nationalisation of the Company or the Guarantor and/ or of any of their undertaking(s) pursuant to any Applicable Law;

(v) any change in the constitution of the Debenture Trustee and/or the Debenture Holders;

(vi) absence or deficiency of powers on the part of the Guarantor to give guarantees and/or indemnities or any irregularity in the exercise of such powers;

(vii) any intermediate payment or satisfaction of any part of the Obligations;

(viii) the granting of any time or other indulgence to the Company or any other person with respect to the Obligations;

(ix) any illegality, invalidity, irregularity or unenforceability of all or any part of the Obligations

(x) any variation in the terms of the Debentures without the consent of the Guarantor;

(xi) any reference of the Company to the Board for Industrial & Financial Reconstruction under the Sick Industrial Companies (Special Provisions) Act, 1985 or any other applicable law; or

(xii) subject to Clause 18, any other act, thing or omission of any nature whereby the liability of the Guarantor under this Guarantee would or may, but for this Clause, have been discharged, impaired or otherwise affected by any other matter or thing whatsoever.

## **8. CONTINUING GUARANTEE**

This Guarantee shall be a continuing one and shall remain in full force and effect till Final Settlement. The Guarantor shall not terminate the Guarantee except with the prior approval of the Debenture Trustee (acting on the instructions of 100% (one hundred percent) of the Debenture Holders).

The Guarantor agrees that notice of any termination of this Guarantee in terms of this Clause 8 shall be provided by the Guarantor to the Rating Agency at least 1 (one) Business Day prior to the date of such termination.

## **9. REPRESENTATIONS**

The Guarantor makes the following representations and warranties as of the date hereof and which representations and warranties shall survive till Final Settlement:

- (a) It is a company, duly incorporated and validly existing under the laws of India.
- (b) It has the power to own its assets and carry on its business as it is being conducted.
- (c) The obligations expressed to be assumed by it under this Guarantee are legal, valid, binding and enforceable obligations and do not and will not conflict with or cause a default under any applicable law, its constitutional documents or any agreement or instrument binding upon it or any of its assets.
- (d) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of this Guarantee.
- (e) All the borrowings of and guarantees given by the Guarantor are within the limits contained in its corporate authorizations (including by way of board/ shareholder resolutions under Section 186 of the Companies Act, 2013).

## **10. COVENANTS**

The Guarantor covenants and agrees that from the date of this Guarantee and for so long as this Guarantee is outstanding:

- (a) The Guarantor will duly perform and observe the terms of this Guarantee and any other Transaction Document to which it is a party.
- (b) The Guarantor will at all times maintain its corporate existence.
- (c) Whilst any Obligations whatsoever remain under the Transaction Documents, the Guarantor shall not without the prior written consent of the Debenture Trustee, voluntarily wind-up, liquidate or dissolve its affairs.

## **11. NOTICES**

**11.1** Any notice required to be served on the Debenture Trustee may be served on the Debenture Trustee by sending through courier, registered post in prepaid letter, email or fax addressed to the Debenture Trustee at the coordinates mentioned below.

**11.2** All notice(s) to be given by the Debenture Holder(s) or Debenture Trustee to the Guarantor shall be sent by courier, registered post in prepaid letter, email or fax addressed to the Guarantor, as the case may be, at the coordinates mentioned below. Provided that in the event of a Funding Shortfall Event, any such notice will be provided by fax/ email.

**11.3** All notices and communications shall be effective (a) if sent by fax/ email, on the same day on which such fax/ email is sent; (b) if sent by hand delivery, when delivered; (c) if sent by courier or registered post acknowledgement due, 2 (two) Business Days after deposit with a courier/ or post office.

**11.4** All notices shall be issued to the following address:

The address and contact details of the **Guarantor**:

Address	:	L&T House, NM Marg, Ballard Estate, Mumbai 400001
Fax No.	:	91-22-67525893, 91-22-67525871
Tel No.	:	91-22-67525784, 91-22-67525832
Email	:	Prasad.shanbhag@larsentoubro.com, Vipul.chandra@larsentoubro.com
Attention	:	Prasad Shanbhag, Vipul Chandra

The address and contact details of the **Company**:

Address	:	Nalash Village, Distt. Patiala, Rajpura, Punjab 140401
Fax No.	:	91-22-61952802
Tel No.	:	91-22-66965329
Email	:	Vijaya.Raghav@larsentoubro.com
Attention	:	Vijaya Raghav

The address and contact details of the **Debenture Trustee**:

Address	:	Asian Building, Ground Floor, 17, R Kamani Marg, Ballard Estate, Mumbai 400001
Fax No.	:	01762277251
Tel No.	:	01762277283
Email	:	<a href="mailto:itsl@idbitrustee.com">itsl@idbitrustee.com</a>
Attention	:	Vice President

## **12. PAYMENTS**

All monies payable by the Guarantor under this Guarantee shall be paid in Indian Rupees by electronic mode of transfer such as RTGS/NEFT/Direct Credit or (if payment by electronic mode is not possible or if specifically requested by the Debenture Trustee) by bank draft drawn in favour of the Company and to the Designated Account or any other account mutually agreed by the Parties. Credit for all payments will be given only on realisation.

## **13. TAX GROSS- UP**

### **13.1 Definitions**

In this Clause 13, "Tax Deduction" means any amount payable in relation to any present or future taxes, levies, imposts, charges, deduction or withholding of whatsoever nature, for or on account of Tax in relation to any payment arising out of or in connection with the Transaction Documents.

### **13.2 Tax Withholding**

In the event that any payments are made by the Guarantor directly to the Debenture Holders and/or the Debenture Trustee:

13.2.1 All payments to be made by the Guarantor to the Debenture Holders and/or the Debenture Trustee under this Guarantee or any of the Transaction Documents shall be made free and clear of and without any set off, counter claim or any Tax Deduction, unless such deduction or withholding is required by Applicable Law.

13.2.2 If the Guarantor is required to make a Tax Deduction from a payment to the Debenture Holders or the Debenture Trustee, the Guarantor shall make that Tax Deduction and deliver to such Debenture Holders and/or the Debenture Trustee, a tax deduction certificate in the format prescribed under the Income Tax Rules, 1962 and within the prescribed period under the Income Tax Act, 1961.

13.2.3 If the Guarantor, wherever required, fails to withhold and/or deposit required Tax withheld or fails to deliver the tax deduction certificate within timelines prescribed under the Income Tax Act, 1961 and rules thereunder to the Debenture Holders or the Debenture Trustee, the Debenture Holders or the Debenture Trustee suffers a loss or tax liability as a result of any of the aforesaid acts of the Guarantor, the Guarantor shall, within 2 (two) Business Days of demand from Debenture Holders or Debenture Trustee, to promptly indemnify such Debenture Holders or Debenture Trustee against such payment or liability, together with any interest, penalties, costs and expenses payable or incurred or to be incurred by the relevant Debenture Holders or the Debenture Trustee in connection therewith.

## **14. GOVERNING LAW**

This Guarantee shall be governed by and construed in accordance with Indian law.

## **15. JURISDICTION**

(i) The Guarantor agrees that the courts and tribunals in Mumbai shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Guarantee and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of

or in connection with this Guarantee may be brought in such courts or the tribunals and the Guarantor irrevocably submits to the jurisdiction of those courts or tribunals.

(ii) Nothing contained in this Clause 15, shall limit any right of the Debenture Trustee to take Proceedings in any other court or tribunal of competent jurisdiction in New Delhi, Mumbai, Kolkata or Chennai ("Permitted Jurisdictions") nor shall the taking of Proceedings in one or more of the Permitted Jurisdictions preclude the taking of Proceedings in any other Permitted Jurisdiction whether concurrently or not and the Guarantor irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such courts or tribunals in the Permitted Jurisdictions, and the Guarantor irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum where the same has been brought in any of the Permitted Jurisdictions.

(iii) The Guarantor hereby irrevocably agrees not to claim and hereby irrevocably waives any immunity from suit, execution, attachment (whether in aid of execution, before judgement or otherwise) or other legal process that it may have in any jurisdiction where the Proceedings have been taken in accordance with this Clause.

## **16. ASSIGNMENT AND TRANSFER**

The Debenture Trustee shall be permitted to assign all its rights under this Guarantee to any successor or replacement debenture trustee under the Transaction Documents, without the prior approval of the Guarantor but with prior notice to the Guarantor. The Guarantor shall not be permitted to assign this Guarantee.

## **17. SEVERABILITY**

Every provision contained in this Guarantee shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

## **18. TERM OF THE GUARANTEE**

This Guarantee shall be valid till Final Settlement.

## **19. FURTHER ASSURANCES**

The Guarantor shall promptly execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as may be required under Applicable Law or as the Debenture Trustee may reasonably require or consider necessary

in relation to perfecting and creation, perfection and enforcing or exercising any of the rights and authorities of the Debenture Trustee;

## **20. DISCLOSURE**

(i) Upon the occurrence of a default by the Guarantor under this Guarantee, the Debenture Trustee shall have the right to disclose to TransUnion CIBIL Limited and any other agency so authorized under Applicable Law, the occurrence of such default and the information and data relating to the Guarantor with respect to such default, to the extent required to be disclosed under Applicable Law.

(ii) The Guarantor further undertakes and declares that:

(a) The TransUnion CIBIL Limited and any other agency so authorized under Applicable Law may use, process the said information and data disclosed by the Debenture Trustee in the manner as deemed fit by them, subject to compliance with Applicable Law; and

(b) The TransUnion CIBIL Limited and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.

## **21. AMENDMENTS**

The terms and provisions of this Guarantee may be waived, amended, supplemented or otherwise modified only by a written instrument executed by the Parties specifically and clearly stating that it is an amendment to this Guarantee. Any purported amendment to this Guarantee that shall fail to comply with this Clause 21 shall not vary in any respect whatsoever, the terms of this Guarantee.

The Guarantor also agrees that notice of any amendment to the terms of this Guarantee shall be provided by the Guarantor to the Rating Agency at least 1 (one) Business Day prior to the date on which Parties propose to enter into written agreement in respect of such amendment.

IN WITNESS WHEREOF the Guarantor has hereunto set his hand on the day, month and year first hereinabove written.

SIGNED AND DELIVERED BY the within named Guarantor

---

Authorized Signatory

## **SCHEDULE – I : FORM OF DEMAND CERTIFICATE**

To: [insert details of Guarantor]

From: [insert details of Debenture Trustee]

Dated: [●]

Dear Sirs,

Sub: Corporate guarantee dated [ ] (the "Guarantee") executed by the Guarantor in favour of the Debenture Trustee for the benefit of the Debenture Holders in relation to issuance of unsecured non-convertible debentures by the Company.

The Company has not fulfilled its Obligations and an amount of INR [to insert amount payable including interest due] (Indian Rupees [●] only) is due and payable by the Company. Accordingly, we hereby give you notice pursuant to Clause 2.2 of the Guarantee that we require you to pay such amount within 1 (one) Business Day from the date of this notice in the Designated Account, i.e. account number [●] with [●] Bank, at [●] branch (IFSC code: [●]).

Accordingly, we hereby give you notice pursuant to Clause 2.2 of the Guarantee that we require you to pay such amount as mentioned above by [●].

Capitalised terms used herein shall have the meaning given to them in the Guarantee.

Yours faithfully,

[●] the Debenture Trustee



## ANNEXURE IV

### CONDITIONS PRECEDENT TO ISSUANCE OF DEBENTURES

#### Corporate Documents

The Issuer shall, in a form and substance satisfactory to the Debenture Trustee, have submitted the following information and documents to the Debenture Trustee:

- (a) An up-to-date certified true copy of the memorandum and articles of association, certificate of incorporation and certificate of commencement of business of the Issuer.
- (b) Board resolutions of the Issuer for issuance of the Debentures and of Guarantor for issuing Guarantee.
- (c) A certified true copy of the special resolution of the shareholders of the Issuer approving the private placement of the Debentures under Rule 14 (2) (a) of the Companies (Prospectus and Allotment of Securities) Rules, 2014.
- (d) A certified true copy of the special resolution of the shareholders of the Issuer under section 180(1) (c) of the Companies Act, 2013 setting out the borrowing limit applicable to the Issuer.
- (e) A certificate from the Company Secretary of the Company confirming that the issue of the Debentures together with the existing borrowings of the Issuer will not breach any borrowing or similar limit binding on the Issuer or its Board, including pursuant to the special resolution of the shareholders of the Issuer under section 180 (1) (c) of the Companies Act, 2013.
- (f) A certified true copy of the financial statements of the Issuer for the year ending 31 March 2019.
- (g) A copy of the Board Resolution of the Guarantor certifying that the provisions of Section 185 of the Companies Act will not be applicable to the guarantee provided by the Guarantor in respect of the Debentures, as: (i) the Issuer is a wholly owned subsidiary of the Guarantor and (ii) the proceeds raised from the issue of Debentures (for which the Guarantee is given by the Guarantor) will be utilised for its 'principal business activities'.

#### Other Conditions

- (h) The Issuer shall appoint a debenture trustee and registrar and transfer agent
- (i) Rating letter (not older than one month) and other rating rationale from ICRA
- (j) The Issuer shall arrange for listing of the Instrument on the wholesale debt market segment of NSE, with in principle listing approval from NSE to be obtained beforehand.
- (k) A copy of the letter received from the Debenture Trustee providing its consent to act as the debenture trustee in connection with the issue of the Debentures.
- (l) Execution of the Guarantee and the Debenture Trustee Agreement.

## **ANNEXURE V**

### **CONDITIONS SUBSEQUENT TO ISSUANCE**

1. No later than 30 (thirty) days from the date of allotment, the Issuer shall provide to the Debenture Trustee (for the benefit of the Debenture Holders), a certified copy of the return of allotment of securities in form PAS-3 (as prescribed under the Companies (Prospectus and Allotment of Securities) Rules, 2014)) filed with the registrar of companies along with a complete list of the Debenture Holders containing:
  - (i) the full name, address, PAN and e-mail id of the Debenture Holders;
  - (ii) class of securities held;
  - (iii) date of allotment of the Debentures; and
  - (iv) the number of Debentures held, nominal value and amount paid on the Debentures.
2. The Issuer shall take all steps to ensure the listing of the Debentures on the NSE.
3. Any other actions required to be completed as conditions subsequent under the terms of the Debenture Trust Deed or the other Debenture Documents.

## ANNEXURE VI

### STANDALONE FINANCIAL INFORMATION (BALANCE SHEET, PROFIT & LOSS STATEMENT AND CASH FLOW STATEMENT)

**H1 FY 2019-20**

<b>NABHA POWER LIMITED</b>							
<b>Unaudited Condensed Balance Sheet as at September 30, 2019</b>							
Particulars	Note	As at 30-09-2019 (Unaudited)		As at 30-09-2018 (Unaudited)		As at 31-03-2019 (Audited)	
		₹ Crore	₹ Crore	₹ Crore	₹ Crore	₹ Crore	₹ Crore
<b>ASSETS</b>							
<b>Non-current assets</b>							
Property, plant and equipment	1		10.68	9.46		10.25	
Capital-work-in-progress	1		76.17	76.17		76.36	
Intangible assets	1		0.45	0.15		0.48	
<b>Financial assets</b>							
Loans	2	4.06		3.57		3.95	
Loans towards financing activities	3	8,367.98		8,555.80		8,450.96	
Other Financial Assets	4	8.58		-		3.43	
			<b>8,380.62</b>	<b>8,559.37</b>		<b>8,458.34</b>	
Deferred tax assets (net)			-	4.37		3.50	
Other non-current assets	5		7.42	4.38		5.01	
<b>Total Non - Current Assets</b>			<b>8,475.34</b>	<b>8,653.90</b>		<b>8,553.94</b>	
<b>Current assets</b>							
Inventories	6		265.87	270.40		319.70	
<b>Financial assets</b>							
Trade receivables	7	1,901.40		1,790.57		1,912.84	
Cash and cash equivalents	8	7.79		4.19		2.27	
Other bank balances	9	199.09		5.62		5.81	
Loans towards financing activities	10	188.01		235.34		203.69	
Other financial assets	11	1.88		0.01		1.04	
			<b>2,298.17</b>	<b>2,035.73</b>		<b>2,125.65</b>	
Other current assets	12		232.99	230.25		269.54	
<b>Total Current Assets</b>			<b>2,797.03</b>	<b>2,536.38</b>		<b>2,714.89</b>	
<b>Total Assets</b>			<b>11,272.37</b>	<b>11,190.28</b>		<b>11,268.83</b>	
<b>EQUITY AND LIABILITIES:</b>							
<b>EQUITY</b>							
Equity share capital	13	2,325.00		2,325.00		2,325.00	
Other equity	14	1,041.75		886.97		920.07	
<b>Total Equity</b>			<b>3,366.75</b>	<b>3,211.97</b>		<b>3,245.07</b>	
<b>LIABILITIES:</b>							
<b>Non-current liabilities</b>							
<b>Financial liabilities</b>							
Borrowings	15	1,990.26		2,193.54		1,508.98	
Other financial liabilities	16	2.16		1.80		0.93	
			<b>1,992.42</b>	<b>2,195.34</b>		<b>1,509.91</b>	
<b>Total Non - Current Liabilities</b>			<b>1,992.42</b>	<b>2,195.34</b>		<b>1,509.91</b>	
<b>Current liabilities</b>							
<b>Financial liabilities</b>							
Borrowings	17	3,354.93		4,167.49		3,050.77	
Current Maturities of Long term Borrowings	18	2,031.97		1,294.62		2,989.56	
Trade payables							
Total outstanding dues of Micro and Small Enterprises		2.02		2.87		5.96	
Total outstanding dues of Creditors other than Micro and Small Enterprises							
Other financial liabilities	19	226.32		143.76		235.32	
	20	261.66		132.47		212.47	
			<b>5,876.90</b>	<b>5,741.21</b>		<b>6,494.08</b>	
Other current liabilities	21		33.33	22.25		17.09	
Provisions	22		2.97	2.27		2.68	
Tax Liabilities (Net)	23		-	17.24		-	
<b>Total Current Liabilities</b>			<b>5,913.20</b>	<b>5,782.97</b>		<b>6,513.85</b>	
<b>Total Liabilities</b>			<b>7,905.62</b>	<b>7,978.31</b>		<b>8,023.76</b>	
<b>Total Equity and Liabilities</b>			<b>11,272.37</b>	<b>11,190.28</b>		<b>11,268.83</b>	
Notes forming part of Unaudited Condensed Financial Statements	1-39						

  
 G. V. Vijaya Raghav  
 Chief Financial Officer & Company Secretary

For NABHA POWER LIMITED

  
 Director  
 DIN:

  
 Director  
 DIN:

CIN: U40102PB2007PLC031039  
 Place :  
 Date: October 19, 2019




**NABHA POWER LIMITED**

**Unaudited Condensed Statement of Profit and Loss for the half year ended September 30, 2019**

Particulars	Note	Six months ended 30-09-2019 (Unaudited)		Six months ended 30-09-2018 (Unaudited)		Year ended 31-03-2019 (Audited)	
		₹ Crore	₹ Crore	₹ Crore	₹ Crore	₹ Crore	₹ Crore
<b>INCOME</b>							
Revenue from operations	24		2,087.34	2,008.72		3,950.74	
Other income	25		14.83	16.35		21.27	
<b>Total income</b>			<b>2,102.17</b>	<b>2,025.08</b>		<b>3,972.02</b>	
<b>EXPENSES</b>							
Manufacturing, construction and operating expenses	26						
Cost of raw materials and components consumed		1,586.65		1,549.00		3,009.01	
Stores, spares and tools		11.78		9.96		33.13	
Sub-contracting charges		15.78		14.07		39.18	
Other manufacturing, construction and operating expenses		20.83		21.74		35.17	
Finance cost on Finance lease (Borrowings)		292.71		298.12		599.51	
			1,927.75	1,892.89		3,716.00	
Employee benefits expense	27		22.51	19.71		40.75	
Sales, administration and other expenses	28		30.42	22.69		92.85	
Depreciation and amortisation expense			1.14	0.61		1.39	
<b>Total expenses</b>			<b>1,981.82</b>	<b>1,935.90</b>		<b>3,850.99</b>	
<b>Profit before tax</b>			<b>120.35</b>	<b>89.18</b>		<b>121.03</b>	
<b>Tax expenses:</b>							
Current tax (MAT)		-		17.32		24.61	
Provision for Income tax - Earlier Years		0.20		-		-	
Deferred Tax		3.50		-		-	
			3.70	17.32		24.61	
<b>Profit after tax</b>			<b>116.65</b>	<b>71.86</b>		<b>96.42</b>	
<b>Other comprehensive income</b>							
<b>A. Items that will be reclassified to profit or loss</b>							
Gains and losses on hedging instruments in cash flow hedges		(5.02)		(7.42)		(1.11)	
Income tax relating to gains and losses on hedging instruments in cash flow hedges		-	(5.02)	-	(7.42)	-	(1.11)
<b>Total comprehensive income</b>			<b>111.63</b>	<b>64.44</b>		<b>95.31</b>	
<b>Notes forming part of Unaudited Condensed Financial Statements</b>							
Basic earnings per equity share (₹) (not annualised for six months) Refer Note 37	1-39		0.50	0.31		0.41	
Diluted earnings per equity share (₹) (not annualised for six months) Refer Note 37			0.47	0.29		0.39	
Face value per equity share (₹)			10	10		10	

  
 G. V. Vijaya Raghav  
 Chief Financial Officer & Company Secretary

For NABHA POWER LIMITED  
  
 Director  
 DIN:  
 Director  
 DIN:  
 CIN: U40102PB2007PLC031039  
 Place :  
 Date: October 19, 2019



NABHA POWER LIMITED

Unaudited Condensed Statement of Cash flows for the half year ended September 30, 2019

	Six months ended 30-09-2019 (Unaudited) ₹ Crore	Six months ended 30-09-2018 (Unaudited) ₹ Crore	Year ended 31 03-2019 (Audited) ₹ Crore
<b>A. Cash flow from operating activities</b>			
Profit before tax	120.35	89.18	121.03
Adjustments for:			
Depreciation and amortisation expense	1.14	0.61	1.39
Allowance for bad and doubtful debts	11.68	2.00	2.00
Unrealised Exchange Loss, Net	2.50	3.48	4.92
Interest expense	292.71	298.12	599.51
Interest income	(9.40)	(8.14)	(3.98)
<b>Operating profit before working capital changes</b>	<b>418.98</b>	<b>385.25</b>	<b>724.86</b>
Adjustments for:			
(Increase)/decrease in other current assets	30.57	(55.16)	(98.92)
(Increase)/decrease in Other Loans and Advances	(0.11)	0.70	0.32
(Increase)/decrease in other advances (Non current)	1.08	2.07	2.32
(Increase)/ decrease in Trade Receivables	(0.25)	(11.64)	(133.91)
(Increase)/ decrease in Inventories	53.83	(156.49)	(205.77)
Increase/(decrease) in other payables	54.02	(67.79)	100.12
<b>Cash generated from operations before financing activities</b>	<b>558.14</b>	<b>96.94</b>	<b>389.02</b>
(Increase)/decrease in loans and advances towards financing activities	98.65	129.37	265.85
<b>Cash generated from/(Used in) operations</b>	<b>656.79</b>	<b>226.31</b>	<b>654.87</b>
Direct taxes refund/(paid) - net	(3.70)	(0.08)	(24.61)
<b>Net cash generated from/(Used in) operating activities</b>	<b>653.09</b>	<b>226.23</b>	<b>630.26</b>
<b>B. Cash flow from investing activities</b>			
Capital Expenditure	(1.36)	(1.68)	(2.37)
Interest received	9.40	8.14	3.98
Investment in Fixed bank deposits (Other bank balance)	(193.28)	(0.17)	(0.36)
<b>Net cash from/(used in) investing activities</b>	<b>(185.24)</b>	<b>6.29</b>	<b>1.25</b>
<b>C. Cash flow from financing activities</b>			
Proceeds from long term borrowings	(473.78)	(750.41)	266.80
Proceeds/(Repayment) of Short term borrowings, Net	304.16	604.80	(511.92)
Interest paid	(292.71)	(298.12)	(599.51)
<b>Net cash from /(used in) financing activities</b>	<b>(462.33)</b>	<b>(443.73)</b>	<b>(844.63)</b>
<b>Net (decrease) / increase in cash and cash equivalents (A + B + C)</b>	<b>5.52</b>	<b>(211.22)</b>	<b>(213.12)</b>
Cash and cash equivalents at beginning of the period/year	2.27	215.39	215.39
Cash and cash equivalents at end of the period/year (Refer note 8)	7.79	4.17	2.27

For NABHA POWER LIMITED



G. V. Vijaya Raghav  
Chief Financial Officer & Company Secretary

Director  
DIN:

Director  
DIN:

Place :  
Date: October 19, 2019

**FY 2018-19**

<b>NPL</b>		<b>NABHA POWER LIMITED</b>			
		<b>Balance sheet as at March 31, 2019</b>			
<b>Particulars</b>	<b>Note</b>	<b>As at 31-03-2019</b>		<b>As at 31-03-2018</b>	
		<b>₹ Crore</b>	<b>₹ Crore</b>	<b>₹ Crore</b>	<b>₹ Crore</b>
<b>ASSETS</b>					
<b>Non- current assets</b>					
Property, plant and equipment	1		10.25		8.21
Capital-work-in-progress	1		76.36		76.31
Intangible assets	1		0.48		0.20
<b>Financial assets</b>					
Loans	2		3.95	4.27	
Loans towards financing activities	3	8,450.96		8,654.63	
Other Financial Assets	4		3.43	-	
			8,458.34		8,658.90
Deferred tax assets (net)			3.50		5.25
Other non-current assets	5		5.00		5.57
			8,553.93		8,754.44
<b>Current assets</b>					
Inventories	6		319.68		113.91
<b>Financial assets</b>					
Trade receivables	7	1,912.84		1,780.93	
Cash and cash equivalents	8		2.27	215.39	
Other bank balances	9		5.81	5.45	
Loans towards financing activities	10		203.70	265.88	
Other financial assets	11		1.04	2.29	
			2,125.66		2,269.94
Other current assets	12		269.54		172.81
			2,714.89		2,556.66
<b>TOTAL ASSETS</b>			<b>11,268.82</b>		<b>11,311.10</b>
<b>EQUITY AND LIABILITIES:</b>					
<b>EQUITY</b>					
Equity share capital	13	2,325.00		2,325.00	
Other equity	14		920.07	822.54	
			3,245.07		3,147.54
<b>LIABILITIES:</b>					
<b>Non- current liabilities</b>					
<b>Financial liabilities</b>					
Borrowings	15	1,508.98		2,572.88	
Other financial liabilities	16		0.93	4.34	
			1,509.91		2,577.22
			1,509.91		2,577.22
<b>Current liabilities</b>					
<b>Financial liabilities</b>					
Borrowings	17	3,050.77		3,562.69	
Current Maturities of Long term Borrowings	18	2,989.56		1,654.78	
Trade payables					
Total outstanding dues of Micro and Small Enterprises		5.96		3.84	
Total outstanding dues of Creditors other than Micro and Small Enterprises	19	235.32		244.84	
Other financial liabilities	20		212.46	109.63	
			6,494.07		5,575.78
Other current liabilities	21		17.09		8.47
Provisions	22		2.68		2.09
			6,513.84		5,586.34
<b>TOTAL EQUITY AND LIABILITIES</b>			<b>11,268.82</b>		<b>11,311.10</b>

As per our report attached  
**SHARP & TANNAN**  
Chartered Accountants  
ICAI Registration No. 000452N  
by the hand of

SHAIENDAR ROY  
**Director**  
DIN: 02144836

AJIT KUMAR SAMAL  
**Director**  
DIN: 05180802

**Pavan K. Aggarwal**  
Partner  
Membership No. 091466

**ATHAR SHAHAB**  
Chief Executive

**G.V VIJAYA RAGHAV**  
Chief Financial Office & Company Secretary

Place New Delhi  
Date: 17 April 2019

CIN: U40102PB2007PLC031039  
Place New Delhi  
Date: 17 April 2019

**NABHA POWER LIMITED****Statement of profit and loss for the year ended March 31, 2019**

Particulars	Note	For the year ended March 31, 2019		For the year ended March 31, 2018	
		₹ Crore	₹ Crore	₹ Crore	₹ Crore
<b>INCOME</b>					
Revenue from operations	23		3,968.04		3,778.15
Other income	24		3.98		135.41
<b>Total income</b>			<b>3,972.02</b>		<b>3,913.56</b>
<b>EXPENSES</b>					
Manufacturing, construction and operating expenses	25				
Cost of raw materials and components consumed		3,009.01		2,556.51	
Excise duty		-		0.17	
Stores, spares and tools		33.13		33.25	
Sub-contracting charges		39.18		40.60	
Other manufacturing, construction and operating expenses		35.17		37.13	
Finance cost on Finance lease		599.51		635.81	
			3,716.00		3,303.47
Employee Benefit expenses	26		40.75		37.76
Sales, administration and other expenses	27		92.85		288.92
Depreciation, amortisation and obsolescence expenses			1.39		0.93
<b>Total expenses</b>			<b>3,850.99</b>		<b>3,631.08</b>
<b>Profit before exceptional items and tax</b>			<b>121.03</b>		<b>282.48</b>
Exceptional items			-		-
<b>Profit before tax</b>			<b>121.03</b>		<b>282.48</b>
Tax expenses:					
Current tax / MAT		24.61		34.60	
Provision for Income tax - Earlier Years		-		2.71	
			24.61		37.31
<b>Profit after tax</b>			<b>96.42</b>		<b>245.17</b>
<b>Other comprehensive income</b>					
<b>A. Items that will be reclassified to profit or loss</b>					
Gains and losses on hedging instruments in cash flow hedges		(1.11)		3.62	
Income tax relating to gains and losses on hedging instruments in cash flow hedges		-	(1.11)	-	3.62
<b>Total comprehensive income</b>			<b>95.31</b>		<b>248.79</b>

As per our report attached  
SHARP & TANNAN  
Chartered Accountants  
ICAI Registration No. 000452N  
by the hand of

SHAILENDAR ROY  
Director  
DIN: 02144836

AJIT KUMAR SAMAL  
Director  
DIN: 05180802

Pavan K. Aggarwal  
Partner  
Membership No. 091466

ATHAR SHAHAB  
Chief Executive

G.V VIJAYA RAGHAV  
Chief Financial Office & Company Secretary

Place New Delhi  
Date: 17 April 2019

CIN: U40102PB2007PLC031039  
Place New Delhi  
Date: 17 April 2019

**NABHA POWER LIMITED****Cash flow statement for the year ended March 31, 2019**

	For the year ended March 31, 2019 ₹ Crore	For the year ended March 31, 2018 ₹ Crore
<b>A. Cash flow from operating activities</b>		
<b>Profit before tax</b>	<b>121.03</b>	<b>282.48</b>
Adjustments for:		
Depreciation, amortisation and obsolescence expenses	1.39	0.93
Exchange difference on items grouped under financing / investing activities	4.92	0.22
Interest expense	599.51	627.53
Interest income	(3.98)	(0.09)
Items grouped under other comprehensive income	(1.11)	3.62
<b>Operating profit before working capital changes</b>	<b>721.75</b>	<b>914.69</b>
Adjustments for:		
(Increase)/decrease in other current assets	(95.49)	(10.22)
(Increase)/decrease in Other Loans & Advances	0.32	(0.02)
(Increase)/decrease in other advances (Non current)	2.32	(0.11)
(Increase)/ decrease in Debtors	(131.91)	(397.56)
(Increase)/ decrease in Inventories	(205.77)	15.26
Increase/(decrease) in other payables	101.23	38.06
<b>Cash generated from operations before financing activities</b>	<b>392.45</b>	<b>560.10</b>
(Increase)/decrease in loans and advances towards financing activities	265.85	240.07
<b>Cash generated from operations</b>	<b>658.30</b>	<b>800.17</b>
Direct taxes refund/(paid) - net	(24.61)	(68.39)
<b>Net cash (used in)/from operating activities</b>	<b>633.69</b>	<b>731.78</b>
<b>B. Cash flow from investing activities</b>		
Purchase of fixed assets	(2.37)	(4.08)
Purchase of non-current investments	(3.43)	-
Interest received	3.98	0.09
<b>Net cash (used in)/ from investing activities</b>	<b>(1.82)</b>	<b>(3.99)</b>
<b>C. Cash flow from financing activities</b>		
Proceeds from long term borrowings	271.72	(1,464.90)
Proceeds from Short term borrowings	(511.92)	1,580.52
Translation Reserve on ECB Loan	(4.92)	(0.22)
Interest paid	(599.51)	(627.53)
<b>Net cash (used in)/ from financing activities</b>	<b>(844.63)</b>	<b>(512.15)</b>
<b>Net (decrease) / increase in cash and cash equivalents (A + B + C)</b>	<b>(212.76)</b>	<b>215.64</b>
<b>Cash and cash equivalents at beginning of the period</b>	<b>220.84</b>	<b>5.20</b>
<b>Cash and cash equivalents at end of the period</b>	<b>8.08</b>	<b>220.84</b>

**Notes:**

- Cash flow statement has been prepared under the indirect method as set out in Ind AS 7 on Cash Flow Statements
- Cash and cash equivalents are reflected in the balance sheet as follows:

- (a) Cash and cash equivalents disclosed under current financial assets  
(b) Cash and cash equivalents disclosed under non current financial assets

	For the year ended March 31, 2019	For the year ended March 31, 2018
	8.08	220.84
	-	-
	8.08	220.84

As per our report attached  
SHARP & TANNAN  
Chartered Accountants  
ICAI Registration No. 000452N  
by the hand of

SHAILENDAR ROY  
**Director**  
DIN: 02144836

AJIT KUMAR SAMAL  
**Director**  
DIN: 05180802

**Pavan K. Aggarwal**  
Partner  
Membership No. 091466

**ATHAR SHAHAB**  
Chief Executive

**G.V VIJAYA RAGHAV**  
Chief Financial Office & Company Secretary

Place New Delhi  
Date: 17 April 2019

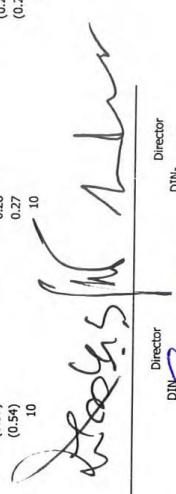
CIN: U40102PB2007PLC031039  
Place New Delhi  
Date: 17 April 2019

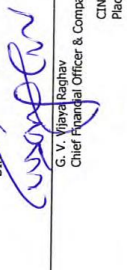


Particulars		Note No.	As at 31-3-2018		As at 31-3-2017		
			₹	₹	₹	₹	
<b>ASSETS</b>							
<b>Non-current assets</b>							
Property, Plant and Equipment	1		8,21,44,381			2,90,32,205	
Capital work-in-progress	2		76,31,43,654			78,30,15,683	
Other Intangible assets	3		19,76,388			36,81,431	
<b>Financial Assets</b>							
Loans	4		4,26,80,270		4,24,94,270		
Loans towards financing activities	5		86,54,63,17,671		88,72,63,89,910		
Deferred tax assets (net)			86,58,89,97,941			88,76,88,84,180	
Other non-current assets	6		5,24,84,550			6,99,79,400	
			5,56,90,927			3,71,10,464	
			<u>87,54,44,37,841</u>			<u>89,69,17,03,364</u>	
<b>Current Assets</b>							
Inventories	7			1,13,90,69,967		1,29,16,20,926	
<b>Financial Assets</b>							
Trade receivables	8	17,80,93,34,079			13,83,36,87,028		
Cash and cash equivalents	9		4,88,931		6,84,312		
Other Bank Balances	10		5,45,25,733		5,12,89,317		
Loans towards financing activities	11		2,65,88,11,785		2,87,94,29,731		
Other financial assets	12		2,28,82,409		1,05,048		
			20,54,60,42,937			16,76,51,95,435	
Other current assets	13		1,72,75,86,274			1,64,81,23,175	
			<u>23,41,26,99,178</u>			<u>19,70,49,39,536</u>	
			<u>1,10,95,71,37,019</u>			<u>1,09,39,66,42,900</u>	
<b>Total Assets</b>							
<b>EQUITY AND LIABILITIES</b>							
<b>Equity</b>							
Equity Share Capital	14		23,25,00,00,000			23,25,00,00,000	
Other Equity	15		8,22,54,17,305			5,73,74,92,747	
<b>LIABILITIES</b>							
<b>Non-current liabilities</b>							
<b>Financial Liabilities</b>							
Borrowings	16	25,72,87,11,919			36,15,48,80,172		
Other financial liabilities	17		4,34,18,307		14,46,13,567		
			25,77,21,30,226			36,29,94,93,739	
			<u>25,77,21,30,226</u>			<u>36,29,94,93,739</u>	
<b>Current liabilities</b>							
<b>Financial Liabilities</b>							
Borrowings	18	33,47,34,55,460			19,82,16,87,933		
Current Maturities of Long term Borrowings	19		16,54,78,25,199		20,77,07,05,493		
Trade payables	20		2,48,63,75,192		1,13,51,12,144		
Other financial liabilities	21		1,09,63,72,565		2,01,03,96,821		
			53,60,40,28,416			43,73,79,02,392	
Other current Liabilities	22		8,46,76,074			4,34,70,515	
Provisions	23		2,08,84,998			1,75,03,180	
Tax Liabilities (Net)	24					31,07,80,328	
			53,70,95,89,488			44,10,96,56,414	
			<u>1,10,95,71,37,019</u>			<u>1,09,39,66,42,900</u>	
<b>Total Equity and Liabilities</b>							
<b>Contingent Liabilities</b>							
<b>Commitments (capital and others)</b>							
As per our report attached							
SHARP & TANNAN							
Chartered Accountants							
ICAI Registration No.000452N							
by the hand of							
Pavan K. Aggarwal				G. Vijaya Raghav			
Partner				Chief Financial Officer & Company Secretary			
Membership No. 091466							
Place:				CIN: U40102PB2007PLC031039			
Date: May 05, 2018				Place:			
				Date: May 05, 2018			



		Nabha Power Limited				
		Statement of Profit and Loss for the period ended March 31, 2018				
Note No.		01-01-2018 to 31-3-2018	01-10-2017 to 31-12-2017	01-01-2017 to 31-3-2017	01-04-2017 to 31-3-2018	01-04-2016 to 31-3-2017
		₹	₹	₹	₹	₹
	<b>INCOME</b>					
	Revenue from operations	10,73,37,50,217	8,55,52,44,763	8,31,81,25,049	37,78,15,82,876	35,18,36,15,519
	Other Income	8,81,464	13,49,977	9,23,716	1,35,40,90,445	8,95,16,125
	<b>Total Income</b>	<b>10,73,46,31,681</b>	<b>8,55,65,94,740</b>	<b>8,31,90,97,765</b>	<b>39,13,56,73,321</b>	<b>35,27,31,31,644</b>
	<b>EXPENSES</b>					
	<b>Manufacturing, Construction and Operating expenses</b>					
	Cost of raw materials and components consumed	8,27,47,30,018	5,77,53,35,584	6,28,79,59,313	25,56,50,70,576	25,30,50,06,556
	Excise Duty	-	-	19,98,049	17,21,890	69,70,965
	Stores, spares and tools	6,52,29,168	11,46,90,990	9,10,07,777	33,24,95,365	28,22,86,100
	Sub-contracting charges	14,42,90,936	8,53,48,256	9,08,12,461	40,59,78,023	45,95,90,150
	Other manufacturing, construction and operating expenses	12,55,73,062	(3,21,63,540)	(10,47,65,714)	58,35,87,084	50,28,31,864
	Finance cost on Finance lease	1,42,69,86,953	1,40,17,88,252	1,59,54,67,019	6,27,53,65,534	6,47,60,35,388
		10,03,68,10,137	7,34,49,99,543	7,95,24,78,904	33,16,41,98,471	33,03,27,21,004
		9,30,12,050	8,84,57,665	9,85,92,240	37,17,65,673	38,09,86,754
		2,28,72,01,593	26,03,12,732	75,12,02,322	2,76,56,44,244	1,77,94,77,290
		28,31,166	24,18,273	15,26,372	92,69,442	69,75,987
		12,41,98,54,946	7,69,61,88,214	8,80,37,99,838	36,31,08,77,830	35,20,01,61,035
		(1,68,52,23,265)	86,04,06,526	(48,47,52,073)	2,82,47,95,490	7,29,70,609
		(1,68,52,23,265)	86,04,06,526	(48,47,52,073)	2,82,47,95,490	7,29,70,609
		37,27,27,649	19,58,90,000	37,47,540	34,59,62,351	33,40,56,540
		1,74,94,850	96,21,452	-	2,71,16,502	-
		(35,52,32,799)	20,55,11,452	37,47,540	37,20,78,653	33,40,56,540
		(4,32,99,90,466)	65,48,95,074	(48,94,99,613)	2,45,17,16,837	(26,10,85,931)
		(1,88,66,639)	7,69,90,594	54,74,833	3,62,07,721	(68,82,260)
		(4,34,88,57,105)	73,18,85,668	(48,30,24,780)	2,48,79,24,558	(26,79,68,191)
		(0.57)	0.28	(0.21)	1.05	(0.12)
		(0.54)	0.27	(0.20)	0.99	(0.11)
		10	10	10	10	10

  
 Director  
 DIN-

  
 Director  
 DIN-

P. V. Anand  
 Partner  
 Membership No. 091466  
 Place: May 05, 2018  
 Date: May 05, 2018



Particulars	For the year ended	For the year ended
	31st March 2018	31st March 2017
	₹	₹
<b>A. Cash flow from operating activities:</b>		
<b>Profit before tax (excluding minority interest, exceptional and extraordinary items)</b>	<b>2,82,47,95,490</b>	<b>7,29,70,609</b>
Adjustments for :		
Interest (income)	(8,76,215)	(8,94,54,505)
Depreciation, amortisation, impairment and obsolescence	92,69,442	69,75,987
Exchange difference on items grouped under financing/investing activity	22,43,571	(5,20,23,965)
Interest expense	6,27,53,45,534	6,47,60,35,368
(Profit)/loss on obsolescence of fixed assets	(35,836)	(61,620)
<b>Operating profit before working capital changes</b>	<b>9,11,07,41,986</b>	<b>6,41,44,41,874</b>
Adjustments for :		
(Increase)/decrease in other current assets	(10,22,40,460)	21,93,72,867
(Increase)/decrease in Other Loans & Advances	(1,86,001)	(1,39,922)
(Increase)/decrease in other advances (Non current)	(10,85,613)	2,73,69,80,876
(Increase)/ decrease in Debtors	(3,97,56,47,051)	(40,44,11,597)
(Increase)/ decrease in Inventories	15,25,50,958	1,52,73,92,155
Increase/(decrease) in other payables	38,06,30,909	45,42,094
<b>Cash generated from operations before financing activities</b>	<b>5,56,47,64,728</b>	<b>10,49,81,78,347</b>
(Increase)/decrease in loans and advances towards financing activities	2,40,06,90,185	-
<b>Cash generated from operations</b>	<b>7,96,54,54,913</b>	<b>10,49,81,78,347</b>
Direct taxes refund/(paid) (net)	(64,76,51,260)	(33,40,56,540)
<b>Net cash (used in)/from operating activities</b>	<b>7,31,78,03,653</b>	<b>10,16,41,21,807</b>
<b>B. Cash flow from investing activities:</b>		
Purchase of fixed assets	(4,08,04,544)	(1,10,42,446)
Profit /(Loss) on Sale of fixed assets	35,836	61,620
Interest received	8,76,215	8,94,54,505
<b>Cash (used in)/from investing activities</b>	<b>(3,98,92,493)</b>	<b>7,84,73,679</b>
Extraordinary item:	-	-
<b>Net cash (used in)/ from investing activities (after extraordinary items)</b>	<b>(3,98,92,493)</b>	<b>7,84,73,679</b>
<b>C. Cash flow from financing activities:</b>		
Proceeds from long term borrowings	(14,64,90,48,547)	(9,30,86,73,699)
Proceeds from Short term borrowings	13,65,17,67,527	5,49,03,69,859
Translation Reserve on ECB Loan	(22,43,571)	5,20,23,965
Interest paid	(6,27,53,45,534)	(6,47,60,35,368)
<b>Net cash (used in)/ from financing activities</b>	<b>(7,27,48,70,125)</b>	<b>(10,24,23,15,243)</b>
<b>Net (decrease)/increase in cash and cash equivalents (A + B + C)</b>	<b>30,41,035</b>	<b>2,80,243</b>
<b>Cash and cash equivalents at beginning of the year</b>	<b>5,19,73,629</b>	<b>5,16,93,386</b>
<b>Cash and cash equivalents at end of the year</b>	<b>5,50,14,664</b>	<b>5,19,73,629</b>

**Notes:**

- Cash Flow Statement has been prepared under the indirect method as set out in the Ind AS 3 "Cash Flow Statements" as specified in the Companies (Accounting Standards) Rules, 2006.
- Cash and cash equivalents are reflected in the Balance Sheet as follows:

	For the year ended 31st March 2018	For the year ended 31st March 2017
(a) Cash and cash equivalents disclosed under current assets	<b>5,50,14,664</b>	<b>5,19,73,629</b>
(b) Cash and cash equivalents disclosed under non-current assets.	-	-
Total cash and cash equivalents as per Cash Flow Statement	<b>5,50,14,664</b>	<b>5,19,73,629</b>

- Previous year's figures have been regrouped/reclassified wherever applicable.

As per our report attached  
SHARP & TANNAN  
Chartered Accountants  
ICAI Registration No.000452N  
by the hand of

*Pavan K. Aggarwal*  
Pavan K. Aggarwal  
Partner  
Membership No. 091466

Place:  
Date: May 05, 2018



*G. Vijaya Raghav*  
Director  
DIN-

*[Signature]*  
Director  
DIN-

*G. Vijaya Raghav*  
Chief Financial Officer & Company Secretary

CIN: U40102PB2007PLC031039  
Place:  
Date: May 05, 2018

## FY 2016-17

NABHA POWER LIMITED

### BALANCE SHEET AS AT MARCH 31, 2017

Particulars	Note No.	As at 31.03.2017		As at 31.03.2016		As at 01.04.2015	
		₹	₹	₹	₹	₹	₹
<b>ASSETS:</b>							
<b>Non-current assets</b>							
Property, Plant and Equipment	1	29,032,205		23,769,335		18,012,749	
Capital work-in-progress	2	783,015,683		781,011,267		762,705,814	
Other Intangible assets	5	3,681,431		-		-	
<b>Financial assets</b>							
Investments	7	-		-		-	
Loans	8	42,494,270		42,355,470		42,139,470	
Loans towards financing activities	9	88,726,389,910		91,402,089,979		89,341,404,742	
Other financial assets	10	-		15,559,719		-	
		88,768,884,180		91,460,005,168		89,383,544,212	
Deferred tax assets (net)		69,979,400		87,474,250		94,437,684	
Other non-current assets	12	30,103,654		58,468,692		120,924,143	
		89,684,696,553		92,410,728,711		90,379,624,602	
<b>Current Assets</b>							
Inventories	13	1,291,620,926		2,819,013,081		3,310,129,359	
<b>Financial Assets</b>							
Investments	14	-		-		1,343,645	
Trade receivables	15	13,833,687,028		13,429,275,431		7,245,424,800	
Cash and cash equivalents	16	684,312		3,419,024		1,738,184,530	
Other Bank Balances	17	51,289,317		48,274,362		-	
Loans	18	-		-		246,500	
Loans towards financing activities	19	2,879,429,731		2,879,289,809		2,166,026,697	
Other financial assets	20	105,048		155,000		115,000	
		16,765,195,435		16,360,413,626		11,151,341,172	
Other current assets	22	1,655,129,985		1,874,452,900		5,329,970,464	
		19,711,946,347		21,053,879,607		19,791,440,995	
		19,711,946,347		21,053,879,607		19,791,440,995	
<b>Total Assets</b>		<b>109,396,642,900</b>		<b>113,464,608,318</b>		<b>110,171,065,597</b>	
<b>Particulars</b>							
	Note No.	₹	₹	₹	₹	₹	₹
<b>EQUITY AND LIABILITIES</b>							
<b>Equity</b>							
Equity Share Capital	25	23,250,000,000		23,250,000,000		23,250,000,000	
Other Equity	26	5,737,492,747		5,991,696,419		297,789,081	
Share application money pending allotment		-		-		3,630,000,000	
<b>LIABILITIES</b>							
<b>Non-current liabilities</b>							
<b>Financial Liabilities</b>							
Borrowings	27	36,154,880,172		45,519,547,980		51,332,741,095	
Trade payables	28	-		-		-	
Other financial liabilities	29	144,613,567		88,619,458		488,456,399	
		36,299,493,739		45,608,167,438		51,821,197,494	
		36,299,493,739		45,608,167,438		51,821,197,494	
<b>Current liabilities</b>							
<b>Financial Liabilities</b>							
Borrowings	32	19,821,687,933		21,982,122,266		25,600,769,169	
Current Maturities of Long Term Borrowings	33	20,770,705,493		13,119,901,301		439,095,804	
Trade payables	34	1,135,112,144		3,074,246,508		4,608,562,330	
Other financial liabilities	35	2,010,396,821		279,801,038		467,372,041	
		43,737,902,392		38,456,071,113		31,115,799,344	
Other current Liabilities	36	43,470,515		56,008,960		34,726,684	
Provisions	37	17,503,180		11,294,508		9,844,634	
Tax Liabilities (Net)	38	310,780,328		91,369,880		11,708,361	
		44,109,656,414		38,614,744,461		31,172,079,022	
<b>Total Equity and Liabilities</b>		<b>109,396,642,900</b>		<b>113,464,608,318</b>		<b>110,171,065,597</b>	
<b>CONTINGENT LIABILITIES</b>	40						
<b>SIGNIFICANT ACCOUNTING POLICIES</b>	41						
<b>OTHER NOTES FORMING PART OF ACCOUNTS</b>	42						

**STATEMENT OF PROFIT AND LOSS FOR THE YEAR ENDED ON MARCH 31, 2017**

	Note No.	01.04.2016 to 31.03.2017		01.04.2015 to 31.03.2016		01.04.2016 to 31.12.2016	
		₹	₹	₹	₹		
<b>INCOME</b>							
Revenue from operations	42	35,183,615,519		32,988,808,568		26,865,490,470	
Other Income	43	89,516,125		75,335,774		88,593,409	
<b>TOTAL INCOME</b>		<b>35,273,131,644</b>		<b>33,064,144,342</b>		<b>26,954,083,879</b>	
<b>EXPENSES</b>							
<b>Manufacturing, Construction and Operating expenses</b>	44						
Cost of raw materials and components consumed		25,305,006,556	21,542,989,836	19,017,047,244			
Excise Duty		6,970,965	5,314,885	4,972,916			
Stores, spares and tools		282,286,100	495,435,527	191,278,323			
Sub-contracting charges		459,590,150	402,492,545	368,777,689			
Other manufacturing, construction and operating expenses		840,237,097	941,430,679	607,597,579			
Finance cost of financial services business		6,476,035,368	6,629,660,175	4,890,568,349			
		33,370,126,236	30,017,323,648	25,080,242,100			
Employee Benefit expenses	45	380,986,754	314,268,541	282,394,515			
Sales, administration and other expenses	46	1,442,072,058	179,881,103	38,274,968			
Finance Costs	47	-	-	-			
Depreciation, amortisation and obsolescence expenses		6,975,987	5,550,084	5,449,615			
		6,975,987	5,550,084	5,449,615			
		35,200,161,035	30,517,023,377	25,406,361,197			
<b>TOTAL EXPENSES</b>		<b>35,200,161,035</b>	<b>30,517,023,377</b>	<b>25,406,361,197</b>			
Profit before exceptional items and taxes		72,970,609	2,547,120,965	1,547,722,681			
Profit before tax		72,970,609	2,547,120,965	1,547,722,681			
Tax Expense:							
Current Tax		334,056,540	544,393,700	330,309,000			
Provision for Deferred Tax		-	6,963,434	-			
		334,056,540	551,357,134	330,309,000			
<b>Profit after tax</b>		<b>(261,085,931)</b>	<b>1,995,763,831</b>	<b>1,217,413,681</b>			
		(261,085,931)	1,995,763,831	1,217,413,681			
		(261,085,931)	1,995,763,831	1,217,413,681			
<b>Profit for the period</b>		<b>(261,085,931)</b>	<b>1,995,763,831</b>	<b>1,217,413,681</b>			
Other Comprehensive Income		(6,882,260)	-	(12,357,093.00)			
<b>TOTAL COMPREHENSIVE INCOME</b>		<b>(267,968,191)</b>	<b>1,995,763,831</b>	<b>1,205,056,588</b>			
Basic earnings per equity shares (₹) Note no 49(viii)		(0.12)	0.86	0.52			
Diluted earnings per equity shares (₹) Note no 49(viii)		(0.11)	0.86	0.52			
Face value per equity shares (₹)		10	10	10			

As per our report attached

For and on behalf of the Board

**SHARP & TANNAN**  
Chartered Accountants  
Firm's Registration No. 000452N  
By the hand of

**PAVAN K. AGGARWAL**  
Partner  
Membership No. 091466

**SAMEER R. GODBOLE**  
Chief Financial Officer

**URVIL DESAI**  
Company Secretary  
ACS - 33324

**SHAILENDRA ROY**  
Director  
DIN : 02144836

**Y.V.S. SRAVANKUMAR**  
Director  
DIN : 01080060

Place : New Delhi  
Date : April 26, 2017

CIN: U40102PB2007PLC031039  
Place : Mumbai  
Date : April 26, 2017

**STATEMENT OF CASH FLOWS FOR THE YEAR ENDED MARCH 31, 2017**

	For the year ended 31.03.2017 ₹	For the year ended 31.03.2016 ₹
<b>A. Cash flow from operating activities:</b>		
<b>Profit before tax (excluding minority interest, exceptional and extraordinary items)</b>	72,970,609	2,547,120,965
Adjustments for :		
Ind AS Adjustment	-	-
Dividend received	-	(5,155,792)
(Profit)/loss on sale of investments (net)		
Interest (income)	(89,454,505)	(70,111,961)
Depreciation, amortisation, impairment and obsolescence	6,975,987	(5,550,084)
Exchange difference on items grouped under financing/investing activity	(52,023,965)	671,009,335
Interest expense	6,476,035,368	6,629,660,175
(Profit)/loss on obsolescence of fixed assets	(61,620)	(68,021)
<b>Operating profit before working capital changes</b>	<b>6,414,441,874</b>	<b>9,766,904,617</b>
Adjustments for :		
(Increase)/decrease in other current assets	219,372,867	3,455,477,564
(Increase)/decrease in Other Loans & Advances	(139,922)	(713,016,612)
(Increase)/decrease in other advances (Non current)	2,736,980,876	(2,007,042,071)
(Increase)/ decrease in Debtors	(404,411,597)	(6,183,850,631)
(Increase)/ decrease in Inventories	1,527,392,155	491,116,278
Increase/(decrease) in other payables	4,542,094	(1,619,493,156)
<b>Cash generated from operations before financing activities</b>	<b>10,498,178,347</b>	<b>3,190,095,989</b>
(Increase)/decrease in loans and advances towards financing activities		
<b>Cash generated from operations</b>	<b>10,498,178,347</b>	<b>3,190,095,989</b>
Direct taxes refund/(paid) (net)	(334,056,540)	(551,357,134)
<b>Net cash (used in)/from operating activities</b>	<b>10,164,121,807</b>	<b>2,638,738,855</b>
<b>B. Cash flow from investing activities:</b>		
Purchase of fixed assets	(11,042,446)	(24,062,039)
Purchase of intangible assets		-
Profit/(Loss) on Sale of fixed assets	61,620	68,021
Purchase/sale of current investments (net)	-	1,343,645
Dividend received from other investments	-	5,155,792
Profit/(loss) on sale of investments (net)		
Interest received	89,454,505	70,111,961
<b>Cash (used in)/from investing activities</b>	<b>78,473,679</b>	<b>52,617,380</b>
<b>C. Cash flow from financing activities:</b>		
Proceeds from issue of share capital	-	-
Proceeds from long term borrowings	(9,308,673,699)	(6,139,336,463)
Proceeds from Short term borrowings	5,490,369,859	9,062,158,594
Translation Reserve on ECB Loan	52,023,965	(671,009,335)
Interest paid	(6,476,035,368)	(6,629,660,175)
<b>Net cash (used in)/ from financing activities</b>	<b>(10,242,315,243)</b>	<b>(4,377,847,379)</b>
<b>Net (decrease)/increase in cash and cash equivalents (A + B + C)</b>	<b>280,243</b>	<b>(1,686,491,144)</b>
<b>Cash and cash equivalents at beginning of the year</b>	<b>51,693,386</b>	<b>1,738,184,530</b>
Less: Cash and bank balance transferred on subsidiary becoming an associate		
<b>Cash and cash equivalents at end of the year</b>	<b>51,973,629</b>	<b>51,693,386</b>

## Notes:

- Cash Flow Statement has been prepared under the indirect method as set out in the Ind AS 3 "Cash Flow Statements" as specified in the Companies (Accounting Standards) Rules, 2006.
- Cash and cash equivalents are reflected in the Balance Sheet as follows:

	For the year ended 31.03.2017 ₹	For the year ended 31.03.2016 ₹
(a) Cash and cash equivalents disclosed under current assets	51,973,629	51,693,386
(b) Cash and cash equivalents disclosed under non-current assets.	-	-
<b>Total cash and cash equivalents as per Cash Flow Statement [Note no. H(IV)]</b>	<b>51,973,629</b>	<b>51,693,386</b>

- Previous year's figures have been regrouped/reclassified wherever applicable.

**ANNEXURE VII  
CREDIT RATING LETTER ICRA LIMITED**



**ICRA Limited**

CONFIDENTIAL

Ref: 2019-28/MUM/1339  
Date: November 4, 2019

Mr. G. V. Vijaya Raghav  
Chief Financial Officer  
Nabha Power Limited  
Near Village Nalash,  
Rajpura, Punjab – 140401

Dear Sir,

Re: ICRA Credit Rating for Rs. 4,960 crore Crore NCD Borrowing Programme of Nabha Power Limited (Instrument details in Annexure)

In terms of the Rating Agreement executed between Nabha Power Limited and ICRA Limited (ICRA), ICRA is required to review the rating, on an annual basis, or as and when the circumstances so warrant.

Please note that the Rating Committee of ICRA, after due consideration of the latest development in your company, has reaffirmed the rating of your non-convertible debenture (NCD) programme at [ICRA]AAA(CE)<sup>1</sup> (pronounced as ICRA triple A credit enhancement). The outlook on the long-term rating is 'Stable'. Instruments with this rating are considered to have the highest degree of safety regarding timely servicing of financial obligations. Such instruments carry lowest credit risk.

The rating assigned is based on the strength of an unconditional and irrevocable guarantee from Larsen & Toubro Limited. The rating also factors the payment mechanism designed to ensure payment on the rated NCDs as per the terms of the transaction. In any of your publicity material or other document wherever you are using above rating, it should be stated as [ICRA]AAA(CE) (Stable). Also, the rating committee of ICRA has assigned the rating without explicit enhancement at [ICRA]A+.

This rating is specific to the terms and conditions of the proposed issue as was indicated to us by you and any change in the terms or size of the issue would require the rating to be reviewed by us. If there is any change in the terms and conditions or size of the instrument rated, as above, the same must be brought to our notice before the issue of the instrument. If there is any such change after the rating is assigned by us and accepted by you, it would be subject to our review and may result in change in the rating assigned.

ICRA reserves the right to review and/or, revise the above rating at any time on the basis of new information or unavailability of information or such other circumstances, which ICRA believes, may have an impact on the rating assigned to you.

The rating, as aforesaid, however, should not be treated as a recommendation to buy, sell or hold the instruments issued by you.

You are requested to furnish a monthly 'No Default Statement (NDS)' (in the format enclosed) on the first working day of every month, confirming the timeliness of payment of all obligations against the rated debt programme. This is in line with requirements as prescribed by the Securities and Exchange Board of India (SEBI) vide SEBI circular dated June 30, 2017.

<sup>1</sup> In line with the SEBI circular dated June 13, 2019, ICRA shall use the suffix 'CE' (Credit Enhancement) alongside the rating symbol for denoting the rating of instruments backed by explicit credit enhancement, in place of the earlier practice of using the suffix 'SO' ('Structured Obligation'). The change in the suffix should not be construed as a change in the rating.



You are also requested to forthwith inform us about any default or delay in repayment of interest or principal amount of the instrument rated, as above, or any other debt instruments/borrowing and keep us informed of any other developments which may have a direct or indirect impact on the debt servicing capability of the company including any proposal for re-scheduling or postponement of the repayment programmes of the dues/ debts of the company with any lender(s) / lessor(s). Further, you are requested to inform us immediately as and when the borrowing limit for the instrument rated, as above, or as prescribed by the regulatory authority(ies) is exceeded.

We thank you for your kind cooperation extended during the course of the rating exercise. Please let us know if you need any clarification.

We look forward to further strengthening our existing relationship and assure you of our best services.

With kind regards,

Yours sincerely,

For ICRA Limited

A handwritten signature in blue ink, appearing to read 'Anjan Ghosh', written over a faint circular stamp.

ANJAN GHOSH

Executive Vice President

aghoah@icraindia.com

A handwritten signature in blue ink, appearing to read 'Nitul Gandhi', written over a faint circular stamp.

NITUL GANDHI

Senior Analyst

nitul.gandhi@icraindia.com



## ANNEXURE VIII

### DEBENTURE TRUSTEE'S CONSENT LETTER

**IDBI Trusteeship Services Ltd**

CIN : U65991MH2001GOI131154



No. 9306/ITSL/CL/19-20/DEB/355/3  
November 13, 2019

To,  
Mr. G.V. VIJAYA RAGHAV  
CFO & Company Secretary  
Nabha Power Limited  
P.O. Box No. 28,  
Near Village Nalash, Rajpura, Panjab - 140401

Dear Sir,

**Consent to act as Debenture Trustee for Unsecured Listed Debentures aggregating to  
Rs.500 crore**

This has reference to Umbrella Consent letter 3390/ITSL/CL/19-20/DEB/355 dated June 19, 2019 and your email dated November 13, 2019 from your company on appointment of IDBI Trusteeship Services Limited (ITSL) as Debenture Trustee for Unsecured Listed Debentures aggregating to Rs.500 crores to be issued by your company.

It would indeed be our pleasure to be associated with your esteemed organization as Debenture Trustee.

Accordingly, we hereby confirm our acceptance to act as Debenture Trustee for the above, subject to the company agreeing the conditions as set out in Annexure - A.

We are also agreeable for inclusion of our name as trustees in the Company's offer document / disclosure document / listing application / any other document to be filed with SEBI / ROC / the Stock Exchange(s) or any other authority as required.

**Nabha Power Limited** shall enter into Debenture Trustee Agreement for the above NCD issue program.

Thanking you,

Yours faithfully,  
For IDBI Trusteeship Services Limited

  
Authorized Signatory

**Regd. Office :** Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400 001.  
Tel. : 022-4080 7000 • Fax : 022-6631 1776 • Email : [itsl@idbitrustee.com](mailto:itsl@idbitrustee.com) • [response@idbitrustee.com](mailto:response@idbitrustee.com)  
Website : [www.idbitrustee.com](http://www.idbitrustee.com)

## ANNEXURE IX

### CALL OPTION FORMULA

Formula for calculation of redemption amount on exercise of call option =  $P (1+C*N/365) / (1+Y*T/365)$

Where:

P = Principal

C = Coupon Rate in %

N = Maturity Date – Last interest payment date

Y = Call Option Exercise Yield

T = Maturity Date – Repayment date for call exercise

#### Example 1

P	1,000,000.00
C	7.4050%
Call Date*	15-Oct-21
Prior Interest Payment Date	20-Apr-21
Maturity Date	20-Apr-22
Y <sup>^</sup>	6.50%
N = Maturity Date – Last interest payment date	1
T = Maturity Date – Repayment Date of Call	0.5123
Redemption Amount (Total Consideration)	1,039,435.38

#### Example 2

P	1,000,000.00
C	7.4050%
Call Date*	1-Nov-21
Prior Interest Payment Date	20-Apr-21
Maturity Date	20-Apr-22
Y <sup>^</sup>	6.00%
N = Maturity Date – Last interest payment date	1
T = Maturity Date – Repayment Date of Call	0.4658
Redemption Amount (Total Consideration)	1,044,851.41

\*30 days from Call notice

<sup>^</sup>Benchmark Yield which is 3 business days prior to Call Date