

Serial No. 123  
Dated 15 JAN 2010



THE HON'BLE HIGH COURT OF MADHYA PRADESH  
BENCH AT INDORE



COMPANY PETITION NO. 2 OF 2010  
(Connected with Company Petition No.19 of 2009)

In the matter of the Companies Act,  
1956-

-And-

In the matter of Petition under  
Sections 78, 80, 100 to 103 and 391 to  
394 of the Companies Act, 1956;

-And-

In the matter of Grasim Industries  
Limited, having its registered office  
at Birlagram, Nagda, District Ujjain,  
Madhya Pradesh. Pin Code: 456331;

-And-

In the matter of Scheme of  
Arrangement between Grasim  
Industries Limited and Samruddhi  
Cement Limited and their  
respective shareholders and  
creditors.



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Grasim Industries Limited, a company |  
incorporated under the Gwalior |  
Companies Act (1 of Samvat 1963) and |  
now deemed to be incorporated under |  
the Companies Act, 1956 as an "existing |  
company" and having its registered office |  
at Birlagram, Nagda, District Ujjain, |  
Madhya Pradesh. Pin Code: 456 331

Petitioner Company

Sworn before me

*K. D. Dasgupta*  
**K. D. DASGUPTA**  
NOTARY  
Dist. INDORE (M.P.)

Presented on 06/01/10  
By H. Chandana  
N  
File No. \_\_\_\_\_



TO,  
THE HON'BLE COMPANY  
JUDGE OF THIS HON'BLE  
COURT

THE HUMBLE PETITION OF THE  
PETITIONER ABOVENAMED

MOST RESPECTFULLY SHEWETH:



1. The object of this Petition is to seek sanction of this Hon'ble Court to the Scheme of Arrangement between Grasim Industries Limited (hereinafter referred to as the "Petitioner Company" or the "Demerged Company" or the "Transferor Company" as the context may admit) and Samruddhi Cement Limited (hereinafter referred to as the "Transferee Company" or the "Resulting Company" as the context may admit) and their respective shareholders and creditors (hereinafter referred to as "Scheme") and for reduction to the Share Premium Account and also Preference Share Capital Redemption Reserve of the Petitioner Company, pursuant to the Scheme as more particularly set out hereunder.

2. The Petitioner Company was initially incorporated as The Gwalior Rayon Silk Manufacturing (Weaving) Company Limited on the 25<sup>th</sup> day of August, 1947 in the then Gwalior State, pursuant to the provisions of the Gwalior Companies Act (1 of Samvat 1963). The name of The Gwalior Rayon Silk Manufacturing (Weaving) Company Limited was subsequently changed to the current name, i.e. Grasim Industries Limited, on the 22<sup>nd</sup> day of July, 1986 pursuant to the Fresh Certificate of Incorporation, consequent on Change of Name under the provisions of the Companies Act, 1956 (hereinafter referred to as the "Act"). The Petitioner Company has its registered office at Biragram, Nagda, District Ujjain, Madhya Pradesh 456331.



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**HIGH COURT OF MADHYA PRADESH**  
**BENCH AT INDORE**

(Single Bench : Hon'ble Shri Shantanu Kemkar, Judge)

**Company Petition No.2/2010**

(Connected with Company Petition No.19 of 2009)

In the matter of the Companies Act, 1956;

-And-

In the matter of Petition under Sections 78, 80, 100 to 103, 391 to 394 of the Companies Act, 1956;

-And-

In the matter of Grasim Industries Limited having its registered office at Birlagram, Nagda, District Ujjain, Madhya Pradesh, Pin Code: 456 331;

-And-

In the matter of Scheme of Arrangement between Grasim Industries Limited and Sannuddhi Cement Limited and their respective shareholders and creditors.

Grasim Industries Limited, a company incorporated under the Gwalior Companies Act (1 of Samvat 1963) and now deemed to be incorporated under the Companies Act, 1956 as an "existing company" and having its registered office at Birlagram, Nagda, District Ujjain, Madhya Pradesh, Pin Code: 456 331 }

...Petitioner Company

Mr. Ashok Chitale, Senior Counsel with Mr. Bharat Chitale, Sandeep Kochatta, H. Chandera and V. Lashkari, Advocates for the petitioners.

Mr. Vivek Sharan, learned Additional Solicitor General, for the Regional Director, Department of Company Affairs.

Coram: Hon'ble Shri Justice Shantanu Kemkar.

Dt. 31<sup>st</sup> March, 2010.





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Heard learned counsel for the parties.

2. The sanction of the Court is sought under Sections 78, 80, 100 to 103 and 391 to 394 of the Companies Act 1956 to the Scheme of Arrangement between Grasim Industries Limited, the Petitioner Company and Samruddhi Cement Limited and their respective shareholders and creditors.
3. Senior Counsel appearing on behalf of the Petitioner Company has stated that the Petitioner Company has complied with all requirements as per the directions of this Court and they have filed necessary affidavits of compliance in the Court. Moreover, the Petitioner Companies also undertakes to comply with all statutory requirements, if any, as required under the Companies Act 1956 and the rules made there under.
4. The Regional Director has filed affidavit stating therein that the Scheme is not prejudicial to the interest of shareholders and creditors and public.
5. Upon perusal of the entire material placed on records, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to any public policy. None of the parties concerned have come forward to oppose the Scheme. Moreover, the Regional Director has stated that the Scheme as proposed is not prejudicial to the interest of creditors and shareholders and public. It is also worth mentioning that the proposed intervenor Shyamsunder Jaipuria has also not appeared to press the intervention application. It has been stated by the learned counsel for the petitioner that he has now no objection to the relief claimed in this petition. In the circumstances IA No.1392/2010 for intervention is rejected.
7. There is no objection to the Scheme. Since all requisite statutory compliances have been fulfilled, Company Petition No.2 of





2010 filed by the Petitioner Company is made absolute in terms of prayer clauses (a) to (i) of the said Petition as under:

- (a) The Scheme of Arrangement being Exhibit "F" to the Petition is hereby sanctioned, so as to be binding on all the equity shareholders, secured creditors (including debentureholders) and unsecured creditors of the Petitioner Company and the Transferee Company and other concerned persons;
- (b) The Transferred Undertaking/s of the Petitioner Company as set out in the Scheme, being Exhibit "F" hereto, shall without any further act or deed be transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company as set out in the Scheme, in terms of Section 394 of the Companies Act, 1956;
- (c) All debts, liabilities, duties, obligations and undertakings of the Petitioner Company in respect of its Transferred Undertaking as set out in the Scheme shall, without any further act or deed be transferred to or deemed to be transferred to the Transferee Company so as to become the debts, liabilities, duties and obligations of the Transferee company as set out in the Scheme;
- (d) All suits/appeals or other proceedings of whatsoever nature relating to the Petitioner Company in respect of its Transferred Undertaking pending and/or arising on or before the date on which the Scheme shall finally take effect may be continued and be enforced by or against the Transferee company as effectually as if the same had been pending, and/or arising by or against the Transferee Company as set out in the Scheme, in terms of Section 394 of the Companies Act, 1956;



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- (e) All permanent employees of the Petitioner Company on their respective payrolls as on the Effective Date in respect of its Transferred Undertaking shall become the employees of the Transferee Company in accordance with the provisions set out in the Scheme and without any break or interruption of service, as set out in the Scheme, in terms of Section 394 of the Companies Act, 1956;
- (f) The reduction of Share Premium Account and Preference Share Capital Redemption Reserve of the Petitioner Company pursuant to and as set out in the Scheme and in paragraph 18 of the Petition as approved in the shareholders meeting held on 4<sup>th</sup> January 2010 is hereby confirmed;
- (g) The form of Minute proposed to be registered under Section 103 (1)(b) as set out in paragraph 19 of the Petition and Exhibit "J" thereto, is hereby approved.
- (h) The Petitioner Company is directed to deliver a certified copy of this order to the Registrar of Companies, Gwalior, Madhya Pradesh for registration, within 30 days of the date of receipt of the certified copy of this order.
- (i) The Petitioner Company is also directed to publish the notice of the Registration by the Registrar of Companies, Gwalior, Madhya Pradesh of the Minutes Exhibit "J" to the Petition, in Free Press (Indore Edition) and in Nai Duniya (Indore Edition), within 21 days of the Registration by the Registrar of Companies Gwalior, Madhya Pradesh, in terms of Section 103(1)(b) of the Companies Act, 1956.
8. The Petitioner Company to pay costs of Rs.10,000/- (Ten Thousand) to the Regional Director within four weeks from the date of this order.
9. Filing and issuance of the drawn up order is dispensed with.



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Exhibit - F 50

CERTIFIED TRUE COPY  
FOR GRASIM INDUSTRIES LIMITED

*A. Malu*  
ASHOK MALU  
COMPANY SECRETARY

**SCHEME OF ARRANGEMENT**

**UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956**

**BETWEEN**

**Grasim Industries Limited ... Demerged Company**

**AND**

**Samruddhi Cement Limited ... Resulting Company**

**AND**

**their respective shareholders and creditors**

**PART I - GENERAL.**

A. Grasim Industries Limited is a public limited company incorporated under the Act (as hereinafter defined), having its registered office at Birlagram, Nagda - 456 331, Madhya Pradesh (the "Demerged Company"). The Demerged Company is primarily engaged in the business of:

- (i) manufacture and sale of viscose staple fibre, chemicals and textiles; and
- (ii) manufacture and sale of cement, ready mix concrete, white cement and other cement related products (collectively, the "Cement Business").

The equity shares of the Demerged Company are listed on the Bombay Stock Exchange Limited and the National Stock Exchange of India Limited (the "Stock Exchanges").

B. Samruddhi Cement Limited is a public limited company incorporated under the Act, having its registered office at Birladhratt, Kharack, Kosamba - 394 120, Gujarat (the "Resulting Company"). The Resulting Company has the main object to carry on the business of manufacture and sale of cement and cement related products. The equity shares of the Resulting Company are not listed on any stock exchange.

The Resulting Company is a wholly owned subsidiary of the Demerged Company.

C. In order to concentrate its growth efforts in a focused manner and enable direct shareholder participation in the cement business, the Demerged Company has determined to create a focused entity engaged in the cement business, and accordingly proposes that the







Demerged Undertaking (as defined hereinafter) be transferred to and vested in the Resulting Company by way of a Demerger (as hereinafter defined) undertaken through this Scheme (as hereinafter defined) under the provisions of Sections 391-394 and other relevant provisions of the Act, in such a manner that the Demerged Company's parentage and control continues, while creating a platform for future growth of the company business.

D. Accordingly, this Scheme provides for the transfer by way of a Demerger of the Demerged Undertaking of the Demerged Company to the Resulting Company, and the consequent issue of equity shares by the Resulting Company to the shareholders of the Demerged Company pursuant to Sections 391 to 394 and other relevant provisions of the Act, and various other matters consequential to or otherwise integrally connected with the above in the manner provided for in the Scheme.

E. The Scheme is divided into the following parts:

- (a) Part I, which deals with the introduction and definitions;
- (b) Part II, which deals with the Demerger; and
- (c) Part III, which deals with the general terms and conditions.

F. The Demerger under this Scheme will be effected under the provisions of Sections 391 to 394 and other relevant provisions of the Act. The Demerger of the Demerged Undertaking from the Demerged Company to the Resulting Company shall comply with the provisions of Section 2(19AA) of the Income Tax Act, 1961, such that:

- (a) all the properties of the Demerged Undertaking, being transferred by the Demerged Company, immediately before the Demerger shall become the properties of the Resulting Company by virtue of such Demerger;
- (b) all the liabilities relating to the Demerged Undertaking, being transferred by the Demerged Company, immediately before the Demerger shall become the liabilities of the Resulting Company by virtue of such Demerger;
- (c) the properties and the liabilities relating to the Demerged Undertaking being transferred by the Demerged Company shall be transferred to the Resulting Company at the values appearing in the books of account of the Demerged Company immediately before the Demerger;





APPROVED AND FORWARDED

(d) the Resulting Company shall issue, in consideration of the Demerger, shares to the shareholders of the Demerged Company on a proportionate basis;

all shareholders of the Demerged Company shall become the shareholders of the Resulting Company by virtue of the Demerger; and

(f) the transfer of the Demerged Undertaking shall be on a going concern basis.

**I. DEFINITIONS AND INTERPRETATION**

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

"Act" means the Companies Act, 1956 or any statutory modification or re-enactment thereof for the time being in force;

"Appointed Date" means the opening of business on October 1, 2009 or such other date as may be determined by the Board of Directors of the Demerged Company;

"Board of Directors" or "Board" in relation to each of the Demerged Company and the Resulting Company, as the case may be, means the board of directors of such company, and shall include a committee duly constituted and authorized for the purposes of matters pertaining to the Demerger, the Scheme and/or any other matter relating thereto;

"Cement Business" shall have the meaning ascribed to it in paragraph A of Part I hereof;

"Compensatory Stock Option Scheme" shall have the meaning ascribed to it in Clause 6 (f) (i) (a) hereof;

"Debt Securities" shall have the meaning ascribed to it in Clause 5 (d) hereof;

"Demerged Company" shall have the meaning ascribed to it in paragraph A of Part I hereof;

"Demerged Undertaking" means the Demerged Company's undertakings, business, activities and operations pertaining to the Cement Business of the Demerged Company, on a going concern basis, and shall mean and include, without limitation:

(a) all assets and property of the Cement Business whether situated in India or abroad, whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or



contingent of whatsoever nature, including all the integrated cement manufacturing units of the Demerged Company, the cement grinding units, the white cement units, the ready-mix concrete units, other cement and cement related products manufacturing units including paver block manufacturing, bricks and autoclave brick manufacturing and glass reinforced concrete manufacturing units, cement terminals, including plants, terminals and units set out in Schedule I hereto, all lands (whether leasehold or freehold including those set out in Schedule II hereof), buildings, plant and machinery, offices, capital work-in-progress, rolling stock, current assets (including inventories, sundry debtors, bills of exchange, loans and advances), cash and bank accounts (including bank balances), benefit of any deposits, financial assets, investments, benefit of any bank guarantees, performance guarantees and letters of credit in relation to the Demerged Undertaking, vehicles, D.G sets, godowns, cement dumps, cement stocks and stores, warehouses, furniture, fixtures, office equipment, computers, appliances, accessories, power lines, railway lines and sidings, water pipelines, depots, the power generation undertakings including power plants, fly ash handling systems, share of any joint assets, and other facilities;

- (b) all permits, quotas, rights, entitlements, industrial and other licences, bids, tenders, letters of intent, expressions of interest, development rights (whether vested or potential and whether under agreements or otherwise), patents, copyrights, records, designs, and all other intellectual property rights in the aforesaid (which for the avoidance of doubt shall not include any Trademarks, as defined hereinafter), municipal permissions, approvals, consents, subsidies, tenancies in relation to the offices, and/or residential properties for the employees, privileges, income tax benefits and exemptions including the right to deduction under Section 80IA of the Income Tax Act, 1961 (or any statutory modification or re-enactment thereof for the time being in force) in respect of the profits of the undertakings for the residual period, i.e., for the period remaining as on the Appointed Date out of the total period for which the deduction is available in law if the Demerger had not taken place, all other rights including sales tax deferrals and exemptions and other benefits, lease rights, prospecting licenses and mining leases, including the mining leases set out in Schedule III hereof (in each case including the benefit of any applications made therefor), and the surface rights in relation thereto, receivables, and liabilities related thereto, licences, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services,





provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Cement Business;

- (c) all earnest moneys and/or security deposits paid by the Demerged Company in connection with or relating to the Cement Business;
- (d) all books, records, files, papers, engineering and process information, computer programmes, software licenses (whether proprietary or otherwise), drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Cement Business;
- (e) all investments made in and loans and advances given to Harish Cement Limited (a wholly owned subsidiary of the Demerged Company with registered office situated in the State of Himachal Pradesh) and Bhaskarpura Coal Company Limited (a joint venture of the Demerged Company with registered office situated in the State of Chhattisgarh); and
- (f) all debts, borrowings, obligations and liabilities, both present and future, (including deferred tax liabilities, contingent liabilities and the Transferred Liabilities, as hereinafter defined, and obligations under any licenses or permits or schemes), whether secured or unsecured, whether provided for or not in the books of account or disclosed in the balance sheet of the Demerged Company, appertaining or relating to the Cement Business.

For the avoidance of doubt, it is clarified that the investment held by the Demerged Company in UltraTech Cement Limited does not form part of the Demerged Undertaking.

"Demerger" means the transfer by way of demerger of the Demerged Undertaking to the Resulting Company, and the consequent issue of equity shares by the Resulting Company to the shareholders of the Demerged Company as set out in this Scheme;

"Deposit Agreement" shall have the meaning ascribed to it in Clause 15 (a) hereof;

"Depository" means Citibank, N.A., being the depository for the Gramin ODRs;

"Effective Date" means the last of the dates on which all the conditions and matters referred to in Clause 27.1 of this Scheme



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occur or have been fulfilled or waived in accordance with this Scheme. References in this Scheme to date of 'coming into effect of the Scheme' or 'effectiveness of the Scheme' shall mean the Effective Date;

"Eligible Employees" shall have the meaning ascribed to it in Clause 6 (f) (i) hereof;

"Employees" means all the permanent employees of the Demerged Company employed/engaged in the Demerged Undertaking as on the Effective Date;

"Encumbrance" means any option, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever; and the term "Encumbered" shall be construed accordingly;

"Funds" shall have the meaning ascribed to it in Clause 6 (b) hereof;

"GDRs" means the outstanding Global Depositary Receipts issued pursuant to the "Issue of Foreign Currency Convertible Bonds and Ordinary Shares (Through Depositary Receipt Mechanism) Scheme, 1993" and other applicable law, and where relevant shall include the underlying equity shares relating thereto;

"Governmental Authority" means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau, instrumentality, judicial or arbitral body having jurisdiction over the territory of India;

"Grasim GDRs" shall mean the GDRs issued by the Demerged Company pursuant to the deposit agreements executed by it with Depository (as amended from time to time) and as are outstanding as of the Record Date;

"High Courts" shall mean the High Court of Judicature at Indore, Madhya Pradesh having jurisdiction in relation to the Demerged Company and the High Court of Gujarat having jurisdiction in relation to the Resulting Company and shall include the National Company Law Tribunal, as applicable or such other forum or authority as may be vested with any of the powers of a High Court under the Act;

"NCDs" means the 10.48% - XXXVII Series secured redeemable non-convertible debentures aggregating Rs.200 Crores; 8.80% - XXXVIII Series secured redeemable non-convertible debentures aggregating Rs.100 Crores; and 8.01% - XXXIX Series secured





redeemable non-convertible debentures aggregating Rs.200 Crores, of the Demerged Company, each of which are listed on the Wholesale Debt Market segment of National Stock Exchange of India Limited;

"Record Date" means the date to be fixed by the Board of Directors of the Demerged Company for the purpose of determining the equity shareholders of the Demerged Company to whom shares of the Resulting Company will be allotted pursuant to this Scheme;

"Registrar of Companies" means the Registrar of Companies, Madhya Pradesh and/or the Registrar of Companies, Gujarat, as applicable;

"Remaining Business" means all the undertakings, businesses, activities and operations (including all investments) of the Demerged Company other than those comprised in the Demerged Undertaking. For the avoidance of doubt it is clarified that the investment held by the Demerged Company in UltraTech Cement Limited shall form part of the Remaining Business;

"Resulting Company" shall have the meaning ascribed to it in paragraph B of Part I of this Scheme and shall include its successors;

"Resulting Company Deposit Agreement" shall have the meaning ascribed to it in Clause 15 (a) hereof;

"Resulting Company Depository" shall have the meaning ascribed to it in Clause 15 (a) hereof;

"Resulting Company GDRs" shall have the meaning ascribed to it in Clause 15 (a) hereof;

"Scheme" means this scheme of arrangement, including the schedules, as amended or modified in accordance with the provisions hereof;

"Securities Act" shall have the meaning ascribed to it in Clause 17 hereof;

"Share Entitlement Ratio" shall have the meaning ascribed to it in Clause 14 (a);

"Stock Exchanges" shall have the meaning ascribed to it in paragraph A of Part I hereof;

"Stock Option Scheme" shall have the meaning ascribed to it in Clause 6 (f)(i) hereof;



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"Trademarks" shall have the meaning ascribed to it in Clause 3 (d) hereof; and

"Transferred Liabilities" shall have the meaning ascribed to it in Clause 5 (f) hereof.

- 1.2 All terms and words used but not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof for the time being in force.
- 1.3 References to clauses, recitals and schedules, unless otherwise provided, are to clauses, recitals and schedules of and to this Scheme.
- 1.4 The headings herein shall not affect the construction of this Scheme.
- 1.5 The singular shall include the plural and vice versa; and references to one gender include all genders.
- 1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 References to person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality).
- 1.8 The Schedules to this Scheme form an integral and inseparable part of this Scheme.

**2. SHARE CAPITAL**

**2.1 Demerged Company:**

The share capital structure of the Demerged Company as on 31<sup>st</sup> October, 2009 is as under:





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<b>A. Authorized Share Capital</b>	Amount in Rs.
9,50,00,000 equity shares of Rs. 10/- each	95,00,00,000
1,50,000 (15%) "A" Series Redeemable Cumulative Preference Shares of Rs. 100/- each	1,50,00,000
1,00,000 (8.37%) "B" Series Redeemable Cumulative Preference Shares of Rs. 100/- each	1,00,00,000
3,00,000 (9.30%) "C" Series Redeemable Cumulative Preference Shares of Rs. 100/- each	3,00,00,000
<b>Total</b>	<b>100,50,00,000</b>

<b>B. Issued, Subscribed and Paid up Share Capital</b>	Amount in Rs.
9,16,76,645 equity shares of Rs. 10/- each *	91,67,66,450
<b>Total</b>	<b>91,67,66,450</b>

<b>C. Share Capital Suspense</b>	
14,906 Equity Shares of Rs. 10 each to be issued as fully paid up pursuant to acquiring of cement business of Aditya Birla Nuvo Limited under a Scheme of Arrangement without payment being received in cash.	1,49,060

\*Includes equity shares represented by GDRs

The Demerged Company has outstanding employee stock options under the Stock Option Scheme, the exercise of which may result in an increase in the issued and paid-up share capital of the Demerged Company.

The equity shares of the Demerged Company are listed on the Stock Exchanges. The Gramin GDRs representing the underlying equity shares of the Demerged Company are listed on the Luxembourg Stock Exchange.



**2.2 Resulting Company:**

The share capital structure of the Resulting Company as on 3<sup>rd</sup> October, 2009 is as under.



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<b>A. Authorised Share Capital</b>		<b>Amount in Rs.</b>
20,20,00,000 equity shares of Rs. 5/- each		101,00,00,000
	<b>Total</b>	<b>101,00,00,000</b>
 <b>B. Issued and Subscribed Share Capital</b>		 <b>Amount in Rs.</b>
17,00,00,000 equity shares of Rs. 5/- each		85,00,00,000
	<b>Total</b>	<b>85,00,00,000</b>
 <b>C. Paid-up Share Capital</b>		 <b>Amount in Rs.</b>
1,00,000 equity shares of Rs. 5/- each fully paid up		5,00,000
16,99,00,000 equity shares of Rs. 5/- each partly paid up (called & paid up of Rs. 1 each)		16,99,00,000
	<b>Total</b>	<b>17,04,00,000</b>

The equity shares of the Resulting Company are, at present, not listed on any stock exchange.





## PART II - DEMERGER

Section 134 - Transfer and Vesting of the Demerged UndertakingTransfer of Assets

- (a) Upon the coming into effect of the Scheme and with effect from the Appointed Date, the Demerged Undertaking (including all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances of the Demerged Undertaking) shall, subject to the provisions of this Clause in relation to the mode of transfer and vesting and pursuant to the provisions of Section 394(2) of the Act, without any further act or deed, be demerged from the Demerged Company and be transferred to and vested in and shall be deemed to be demerged from the Demerged Company and transferred to and vested in the Resulting Company as a going concern so as to become as and from the Appointed Date, the estate, assets, rights, claims, title, interest and authorities of the Resulting Company, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.
- (b) In respect of such of the assets of the Demerged Undertaking as are movable in nature or are otherwise capable of transfer by delivery or possession or by endorsement and delivery, the same shall stand so transferred by the Demerged Company upon the coming into effect of the Scheme, and shall become the property of the Resulting Company as an integral part of the Demerged Undertaking with effect from the Appointed Date pursuant to the provisions of Section 394 of the Act without requiring any deed or instrument of conveyance for transfer of the same, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.
- (c) In respect of such of the assets belonging to the Demerged Undertaking other than those referred to in sub-Clause (b) above, the same shall, as more particularly provided in sub-Clause (a) above, without any further act, instrument or deed, be demerged from the Demerged Company and transferred to and vested in and/or be deemed to be demerged from the Demerged Company and transferred to and vested in the Resulting Company upon the coming into effect of the Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 391 to 394 of the Act.
- (d) All assets, rights, title, interest and investments of the Demerged Company in relation to the Demerged Undertaking shall also, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Resulting Company upon the coming into effect of the scheme and with effect from the Appointed Date pursuant to the



61 provisions of Sections 391 to 394 of the Act. It is hereby clarified that, notwithstanding anything contained in this Scheme, all trademarks, domain names, logos, tradenames, brands, by whatever name called and whether or not registered ("Trademarks"), owned and/or used by the Demerged Company, whether or not pertaining to the Demerged Undertaking, shall continue to remain the property, rights and assets of the Demerged Company, and title to the same shall not be transferred to or be deemed to be transferred to or vested in the Resulting Company pursuant to this Scheme. Upon the effectiveness of the Scheme, the Demerged Company and the Resulting Company shall enter into appropriate arrangements for licensing of the Trademarks which are required for use by the Resulting Company in relation to the Demerged Undertaking on such terms as may be mutually agreed to between the Demerged Company and the Resulting Company under appropriate contractual arrangements in this regard.

- (e) Without prejudice to the generality of the foregoing, upon the coming into effect of the Scheme, all the rights, title, interest and claims of the Demerged Company in any leasehold properties, including the mining leases (including those set out in Schedule III hereof) and the prospecting licenses (including in each case, any applications made therefor) of the Demerged Company in relation to the Demerged Undertaking, shall, pursuant to Section 394 (2) of the Act, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company with effect from the Appointed Date.

4. Contracts, Deeds etc.

- (a) Upon the coming into effect of the Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking, to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour, as the case may be, of the Resulting Company and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligee thereto or thereunder.
- (b) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Demerged Undertaking occurs by virtue of this Scheme itself, the Resulting Company may, at any time after the coming into effect of the Scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or impartite arrangements with any party to any contract or arrangement to





which the Demerged Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Demerged Company will, if necessary, also be a party to the above. The Resulting Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company to be carried out or performed.

- (c) Without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of the Scheme, all consents, permissions, licences, certificates, insurance covers, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Demerged Company in relation to the Demerged Undertaking shall stand transferred to the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company, and the Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Resulting Company.
- (d) Without prejudice to the aforesaid, it is clarified that if any assets (estates, claims, rights, title, interest in or authorities relating to such assets) or any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking which the Demerged Company owns or to which the Demerged Company is a party to, cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company shall hold such assets, contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company, insofar as it is permissible so to do, till such time as the transfer is effected.

5. Transfer of Liabilities

- (a) Upon the coming into effect of the Scheme, all loans raised and used, debts, liabilities, duties and obligations (including the liabilities which arise out of the activities or operations of the Demerged Undertaking) of the Demerged Company as on the Appointed Date and relating to the Demerged Undertaking shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Resulting Company to the extent that they are outstanding as on the Effective Date and shall become the loans, debts, liabilities, duties and obligations of the Resulting Company. Debentures and loans relating to the Demerged Undertaking as of September 30, 2009 have been set out in Schedule IV hereof.



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- (b) Where any of the loans raised and used, debts, liabilities, duties and obligations of the Demerged Company as on the Appointed Date deemed to be transferred to the Resulting Company have been used by the Demerged Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Resulting Company.
- (c) Upon the coming into effect of the Scheme, all loans raised and used and all debts, liabilities, duties and obligations incurred by the Demerged Company for the operations of the Demerged Undertaking with effect from the Appointed Date and prior to the Effective Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for and on behalf of the Resulting Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Resulting Company and shall become the loans, debts, liabilities, duties and obligations of the Resulting Company.
- (d) Upon the coming into effect of the Scheme and without prejudice to the aforesaid, all debt securities, bonds, debentures (including the NCDs), notes and other instruments of like nature (whether convertible into equity shares or not) issued by the Demerged Company in relation to the Demerged Undertaking ("Debt Securities") shall, pursuant to the provisions of Sections 391 to 394 and other relevant provisions of the Act, without any further act, instrument or deed, become the debt securities of the Resulting Company on the same terms and conditions except to the extent modified under the provisions of this Scheme and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in or be deemed to have been transferred to and vested in and shall be exercised by or against the Resulting Company as if it was the issuer of the Debt Securities so transferred.
- (e) Subject to the requirements, if any, imposed or concessions, if any, by the Stock Exchanges, and other terms and conditions agreed with the Stock Exchanges, the non convertible debentures which stand transferred to the Resulting Company pursuant to transfer of the NCDs under (d) above, shall be listed and/or admitted to trading on the Wholesale Debt Market segment of National Stock Exchange of India Limited, where the NCDs are currently listed and/or admitted to trading.
- (f) In so far as the existing Encumbrance in respect of the loans, borrowings, debts, liabilities, including the Debt Securities ("Transferred Liabilities") is concerned, such Encumbrance shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the Demerged Undertaking which have been Encumbered in respect of the Transferred Liabilities as transferred to the Resulting Company.





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

- (a) For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Business are concerned, the Encumbrance over such assets relating to the Transferred Liabilities shall, as and from the Effective Date without any further act, instrument or deed be released and discharged from the obligations and Encumbrance relating to the same. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. Further, in so far as the assets comprised in the Demerged Undertaking are concerned, the Encumbrance over such assets relating to any loans, borrowings or debentures or other debts or debt securities which are not transferred pursuant to this Scheme (and which shall continue with the Demerged Company), shall without any further act or deed be released from such Encumbrance and shall no longer be available as security in relation to such liabilities.
- (b) Without prejudice to the provisions of the foregoing Clauses and upon the effectiveness of the Scheme, the Demerged Company and the Resulting Company shall execute any instrument/s and/or document/s and/or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the respective Registrar of Companies to give formal effect to the above provisions, if required.
- (c) Upon the coming into effect of this Scheme, the Resulting Company alone shall be liable to perform all obligations in respect of the Transferred Liabilities, which have been transferred to it in terms of this Scheme, and the Demerged Company shall not have any obligations in respect of such Transferred Liabilities.
- (d) It is expressly provided that, save as mentioned in this Clause, no other term or condition of the liabilities transferred to the Resulting Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
- (e) Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Clause shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of



65 sanction or issue of any security document, all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

6. Employees

- (a) Upon the coming into effect of this Scheme, all Employees shall become the employees of the Resulting Company with effect from the Appointed Date, and, subject to the provisions hereof, on terms and conditions not less favourable than those on which they are engaged by the Demerged Company in relation to the Demerged Undertaking and without any interruption of or break in service as a result of the transfer of the Demerged Undertaking. For the purpose of payment of any compensation, gratuity and other terminal benefits, the immediate past services of such Employees with the Demerged Company shall also be taken into account, and paid (as and when payable by the Resulting Company).
- (b) Insofar as the existing provident fund, gratuity fund and superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by the Demerged Company (*inter alia* for the Employees are concerned) (collectively referred to as the "Funds"), the funds and such investments made by the Funds which are referable to the Employees in terms of sub-Clause (a) above shall be transferred to the Resulting Company and shall be held for their benefit pursuant to this Scheme in the manner provided hereafter. In the event that the Resulting Company does not have its own Funds in respect of any of the above, the Resulting Company may, subject to necessary approvals and permissions, continue to contribute to the relevant Funds of the Demerged Company, until such time that the Resulting Company creates its own Funds, at which time the funds and the investments and contributions pertaining to the Employees shall be transferred to the Funds created by the Resulting Company.
- (c) In relation to those Employees who are not covered under the provident fund trust of the Demerged Company, and for whom the Demerged Company is making contributions to the government provident fund, the Resulting Company shall stand substituted for the Demerged Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such Employees.
- (d) In relation to any other fund created or existing for the benefit of the Employees being transferred to the Resulting Company, the Resulting Company shall stand substituted for the Demerged Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance





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with the provisions of such scheme, funds, bye laws, etc. in respect of such Employees.

In so far as the existing benefits or funds created by the Demerged Company for the employees of the Remaining Business are concerned, the same shall continue and the Demerged Company shall continue to contribute to such funds and trusts in accordance with the provisions thereof, and such funds and trusts, if any, shall be held *inter alia* for the benefit of the employees of the Remaining Business.

- (i) (j) In respect of the stock options granted on August 4, 2007 and on January 25, 2008 by the Demerged Company under the Employees' Stock Option Scheme, 2006 (ESOS-2006) of the Demerged Company (the "Stock Option Scheme"), as the case may be, to all the employees of the Demerged Company (including the Employees), to whom, as on the Record Date, options have been granted (whether the same are vested or not) ("Eligible Employees") , upon the effectiveness of the Scheme:
  - (a) the Resulting Company shall, for the exercise price mentioned in sub-Clause (c) below, offer one (1) employee stock option for every employee stock option held by each Eligible Employee in the Demerged Company under a stock option scheme to be created by the Resulting Company ("Compensatory Stock Option Scheme"). It is hereby clarified that each stock option under the Compensatory Stock Option Scheme, when exercised, shall entitle the Eligible Employees holding such stock option granted under the Compensatory Stock Option Scheme to one(1) equity share of Rs. 5/- each of the Resulting Company;
  - (b) the options granted under the Stock Option Scheme would continue in the hands of the Eligible Employees, and the Stock Option Scheme shall, pursuant to this Scheme, be modified by the Demerged Company as considered appropriate by its ESOS Compensation Committee, to enable the continuance of the same in the hands of all the Eligible Employees;
  - (c) the existing exercise price of the stock options under the Stock Option Scheme shall be divided between the stock options under the Stock Option Scheme and the stock options issued under the Compensatory Stock Option Scheme in an appropriate manner as





determined by the ESOS Compensation Committee of the Demerged Company in consultation with the Board of Directors of the Resulting Company, and consequently, the exercise price of the stock options under the Stock Option Scheme shall stand adjusted as above, and the balance of the exercise price shall become the exercise price of the stock options issued under the Compensatory Stock Option Scheme:

- (d) in relation to the vesting period of the stock options granted under the Compensatory Stock Option Scheme, the period during which the Eligible Employees held stock options granted by the Demerged Company under the Stock Option Scheme prior to issuance of stock options under the Compensatory Stock Option Scheme, shall be taken into account for determining the minimum vesting period required for stock options granted under the Compensatory Stock Option Scheme under applicable law;
- (e) the consent of the shareholders of the Demerged Company to this Scheme shall be deemed to be their consent in relation to all matters pertaining to the Stock Option Scheme as described in this Scheme, including without limitation, for the purposes of effecting necessary modifications to the Stock Option Scheme, the division of the exercise price of the stock options under the Stock Option Scheme, and all related matters. No further approval of the shareholders of the Demerged Company would be required in this connection;
- (f) the consent of the shareholders of the Resulting Company to this Scheme shall be deemed to be their consent in relation to all matters pertaining to the Compensatory Stock Option Scheme as described in this Scheme, including without limitation, for the purposes of creating and/or modifying the Compensatory Stock Option Scheme, the exercise price of the stock options under the Compensatory Stock Option Scheme, and all related matters. No further approval of the shareholders of the Resulting Company would be required in this connection.
- (ii) The Boards of Directors of the Demerged Company and the Resulting Company shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this Clause.



APPROVED AT INDIA





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Legal, Taxation and other Proceedings

- (a) Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted any time thereafter and in each case relating to the Demerged Undertaking (other than corporate level direct taxation proceedings which shall continue with the Demerged Company) shall be continued and enforced by or against the Resulting Company with effect from the Effective Date. Except as otherwise provided herein, the Demerged Company shall in no event be responsible or liable in relation to any such legal, taxation or other proceedings against the Resulting Company. The Resulting Company shall be replaced/ added as party to such proceedings and shall prosecute or defend such proceedings at its own cost, in co-operation with the Demerged Company.
- (b) If any proceedings are taken against the Demerged Company in respect of the matters referred to in sub-Clause (a) above, it shall defend the same in accordance with the advice of the Resulting Company and at the cost of the Resulting Company, and the latter shall reimburse and indemnify the Demerged Company against all liabilities and obligations incurred by the Demerged Company in respect thereof.
- (c) The Resulting Company undertakes to have all legal, taxation or other proceedings initiated by or against the Demerged Company referred to in sub-Clause (a) above transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Resulting Company to the exclusion of the Demerged Company. Both companies shall make relevant applications in that behalf.

**Section 2 - Conduct of Business**

- 2. With effect from the Appointed Date and up to and including the Effective Date:
  - (a) the Demerged Company shall be carrying on and be deemed to have been carrying on all business and activities relating to the Demerged Undertaking and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions of the Demerged Undertaking for and on account of, and in trust for, the Resulting Company.
  - (b) all profits and income accruing or arising to the Demerged Company from the Demerged Undertaking, and losses and



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expenditure arising or incurred by it (including taxes, if any, accruing or paid in relation to any profits or income) relating to the Demerged Undertaking for the period commencing from the Appointed Date shall, for all purposes, be treated and be deemed to be the profits, income, losses or expenditure, as the case may be, of the Resulting Company; and

- (d) any of the rights, powers, authorities, privileges, attached, related or pertaining to the Demerged Undertaking exercised by the Demerged Company shall be deemed to have been exercised by the Demerged Company for and on behalf of, and in trust for and as an agent of the Resulting Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Demerged Undertaking that have been undertaken or discharged by the Demerged Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Resulting Company.

### Section 3 - Remaining Business

9. The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Demerged Company, subject only to provisions of this Scheme in relation to Encumbrances in favour of banks, financial institutions and trustees for the debenture-holders and lenders.
10. (a) All legal, taxation or other proceedings (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Business) shall be continued and enforced by or against the Demerged Company after the Effective Date. The Resulting Company shall in no event be responsible or liable in relation to any such legal, taxation or other proceedings against the Demerged Company, which relates to the Remaining Business.
- (b) If proceedings are taken against the Resulting Company in respect of the matters referred to in sub-Clause (a) above, it shall defend the same in accordance with the advice of the Demerged Company and at the cost of the Demerged Company, and the latter shall reimburse and indemnify the Resulting Company against all liabilities and obligations incurred by the Resulting Company in respect thereof.





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

- (a) the Demerged Company shall carry on and be deemed to have been carrying on all business and activities relating to the Remaining Business for and on its own behalf;
- (b) all profits accruing to the Demerged Company thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Demerged Company;
- (c) all assets and properties acquired by the Demerged Company in relation to the Remaining Business on and after the Appointed Date shall belong to and continue to remain vested in the Demerged Company; and
- (d) all assets acquired and all liabilities incurred by the Demerged Company after the Appointed Date but prior to the Effective Date for operation of and in relation to the Demerged Undertaking shall also without any further act, instrument or deed stand transferred to and vested in or to be deemed to have been transferred to or vested in the Resulting Company upon the coming into effect of the Scheme, subject to the provisions of this Scheme in relation to Encumbrances in favour of lenders, banks and/or financial institutions and trustees for the debenture-holders.

#### Section 4: Reorganisation of Capital

12. The provisions of this Section 4 of this Scheme shall operate notwithstanding anything to the contrary in this Scheme or in any other instrument, deed or writing.
13. In consideration of the transfer and vesting of the Demerged Undertaking in the Resulting Company in accordance with the provisions of this Scheme and as an integral part of this Scheme, the share capital of the Resulting Company shall be restructured and reorganised in the manner set out in Clauses 14 to 23 below.
14. (a) Upon the effectiveness of the Scheme, in consideration of the Demerger, including the transfer and vesting of the Demerged Undertaking in the Resulting Company pursuant to this Scheme, the Resulting Company shall, without any further act or deed, issue and allot to each member of the Demerged Company whose name is recorded in the register of members and records of the depository as members of the Demerged Company on the Record Date, equity shares in



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the Resulting Company in the ratio of one (1) equity share in the Resulting Company of the face value of Rs. 5 (Rupees Five) each credited or fully paid-up for every one (1) equity share of Rs. 10 (Rupees Ten) each fully paid-up held by such member in the Demerged Company (the "Share Entitlement Ratio")



(b) The shares issued to the members of the Demerged Company by the Resulting Company pursuant to sub-Clause (a) above shall be issued in dematerialized form by the Resulting Company, unless otherwise notified in writing by the shareholders of the Demerged Company to the Resulting Company on or before such date as may be determined by the Board of Directors of the Demerged Company or a committee thereof. In the event that such notice has not been received by the Resulting Company in respect of any of the members of the Demerged Company, the shares shall be issued to such members in dematerialized form provided that the members of the Demerged Company shall be required to have an account with a depository participant and shall be required to provide details thereof and such other confirmations as may be required. It is only thereupon that the Resulting Company shall issue and directly credit the dematerialised securities to the account of such member with the shares of the Resulting Company. In the event that the Resulting Company has received notice from any member that shares are to be issued in physical form or if any member has not provided the requisite details relating to his/her /its account with a depository participant or other confirmations as may be required, then the Resulting Company shall issue shares in physical form to such member.

(c) Equity shares to be issued by the Resulting Company pursuant to sub-Clause (a) above in respect of such of the equity shares of the Demerged Company which are held in abeyance under the provisions of Section 206A of the Act or otherwise shall, pending allotment or settlement of dispute by order of Court or otherwise, also be kept in abeyance by the Resulting Company.

(d) In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the Board of Directors of the Demerged Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer in the Demerged Company as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferee of the share in the Resulting Company and in





relation to the shares issued by the Resulting Company after the effectiveness of the Scheme. The Board of Directors of the Demerged Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in the Resulting Company on account of difficulties faced in the transaction period.

- (e) The equity shares issued and allotted by the Resulting Company in terms of this Scheme shall rank *pari passu* in all respects with the then existing equity shares of the Resulting Company.
- (f) The equity shares of the Resulting Company issued pursuant to this Scheme may not be registered under the Securities Act and the Resulting Company may elect, in its sole discretion, to rely upon an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof or any other exemption that the Resulting Company may elect to rely upon. In the event the Resulting Company elects to rely upon an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof, the sanction of the High Courts to this Scheme will be relied upon for the purpose of qualifying the issuance and distribution of the equity shares of the Resulting Company for such an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof.
- (g) All equity shares of the Resulting Company (including those issued in terms of this Scheme) shall be listed and/or admitted to trading on the Stock Exchanges. The shares allotted pursuant to this Scheme shall remain frozen in the depositories system till relevant directions in relation to listing/trading are given by the relevant stock exchanges.
- (h) Unless otherwise determined by the Board of Directors of the Demerged Company and the Board of Directors of the Resulting Company, issuance of equity shares in terms of sub-Clause (a) above shall be done within 45 days from the Effective Date.
- (i) The shares allotted pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.
- (j) There shall be no change in the shareholding pattern or control in the Resulting Company between the Record Date and the date of listing of the shares of the Resulting Company pursuant to the Scheme, save and except pursuant to the issuance of shares under this Scheme.





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- (a) Upon the coming into effect of this Scheme and the issuance of shares in the Share Entitlement Ratio by the Resulting Company pursuant to the provisions of Clause 14 above, the Resulting Company shall issue an appropriate number of underlying shares, in accordance with the Share Entitlement Ratio, to the Depository. The Resulting Company shall enter into appropriate arrangements with a depository (the "Resulting Company Depository") appointed by the Resulting Company pursuant to a deposit agreement entered into between the Resulting Company and the Resulting Company Depository (the "Resulting Company Deposit Agreement"), for the issuance, subject to the cash-out option described in Clauses 17 and 18 being exercised, of GDRs representing such shares (the "Resulting Company GDRs") on pro-rata basis to holders of Grasim GDRs, in accordance with the deposit agreement entered into between the Demerged Company and the Depository (the "Deposit Agreement").
- (b) The Resulting Company, the Resulting Company Depository, the Demerged Company and/or the Depository shall enter into such further documents and take such further actions as may be deemed necessary or appropriate by the Resulting Company and/or the Demerged Company and the Resulting Company Depository, including, but not limited to, amending the Deposit Agreement, disseminating to existing Grasim GDR holders certain notices, certifications and information containing details of the Scheme, the issuance of the Resulting Company GDRs and/or certain information relating to the Resulting Company and obtaining from the existing Grasim GDR holders, and providing to the Resulting Company and the Resulting Company Depository, certain information relating to the existing Grasim GDR holders.
16. The Resulting Company GDRs issued pursuant to Clause 15 above shall not be listed unless required by any regulations or laws, in which event the same may be listed on the Luxembourg Stock Exchange and the Resulting Company shall take such additional steps and do all such acts, deeds and things as may be necessary for purposes of listing the Resulting Company GDRs.
17. The Resulting Company GDRs and the equity shares underlying the Resulting Company GDRs may not be registered under the United States Securities Act of 1933, as amended (the "Securities Act") and the Resulting Company may elect, in its sole discretion, to rely upon an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof or any other exemption that the Resulting Company may elect to rely upon. In





the event the Resulting Company elects to rely upon an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof, the sanction of the High Courts to this Scheme will be relied upon for the purpose of qualifying the issuance and distribution of the Resulting Company GDRs and the equity shares of the Resulting Company, including, without limitation, the equity shares underlying the Resulting Company GDRs, for such an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof. The Resulting Company may elect, in its sole discretion, to (i) cash out existing Grasim GDR holders in the manner set out in Clause 18 below in lieu of issuing GDRs, or (ii) register the Resulting Company GDRs on Form F-6, as required by the Securities Act.

18. If the Resulting Company elects to cash out Grasim GDR holders pursuant to Clause 17 above, then the shares issued by the Resulting Company to the Depository which represent the entitlement of the Grasim GDR holders shall be sold by the Depository or the Resulting Company Depository as applicable, in the open market and the net sales proceeds (after the deduction of taxes and expenses incurred) shall be distributed to the Depository for further distribution to the Grasim GDR holders in the same proportion as their entitlements. The Resulting Company, the Resulting Company Depository, the Demerged Company and/or the Depository shall enter into such further documents and take such further actions as may be necessary or appropriate in this behalf and to enable the actions contemplated herein.
19. It is clarified that the provisions of Clauses 15 to 18 above shall also be applicable to any further GDRs that the Demerged Company may issue prior to the Record Date.

#### Increase in Share Capital of the Resulting Company

20. As an integral part of the Scheme, and, upon the coming into effect of the Scheme, the authorized share capital of the Resulting Company shall stand increased to Rs. 135,00,00,000 (Rupees One Hundred Thirty Five Crores) comprising of 27,00,00,000 equity shares of Rs. 5/- each, without any further act or deed.
21. The capital clause of the Memorandum of Association of the Resulting Company and Article 3 of the Articles of Association of the Resulting Company shall, upon the coming into effect of this Scheme and without any further act or deed, be replaced by the following clause:

#### **MEMORANDUM OF ASSOCIATION**

"The authorized share capital of the Company is Rs. 135,00,00,000/- (Rupees One Hundred Thirty Five Crores only)





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divided into 27,00,00,000 equity shares of Rs. 5 each (Rupees Five) each, with the rights, privileges and conditions attached thereto with the power to vary, modify or abrogate such rights, privileges and conditions as may be provided by the Articles of Association of the Company for the time being. The Board of Directors shall have the power to classify as and when required the shares as equity or preference shares, with or without voting rights as may be permissible at law, and attach thereto respectively such preferential, deferred, qualified or special rights, privileges and conditions as may be determined by or in accordance with the provisions of the Companies Act, 1956 and the regulations of the Company, and to vary, modify or abrogate any such rights, privileges and conditions in such manner as may for the time being be provided by the regulations of the Company and also the power to increase or reduce the capital of the Company as may be determined in accordance with the Articles of Association of the Company."



#### ARTICLES OF ASSOCIATION

"The Authorised Share Capital of the Company shall be Rs. 135,00,00,000/- (Rupees One Hundred Thirty Five Crores only) divided into 27,00,00,000 equity shares of Rs. 5 each (Rupees Five) each with the power to increase or reduce such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf and with the power also to divide the shares in the capital for the time being into equity share capital and preference share capital, with or without voting rights as may be permissible at law, and to attach thereto respectively any preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with the provisions of the Companies Act, 1956 and the regulations of the Company, and to vary, modify or abrogate any such rights, privileges and conditions in such manner as may for the time being be provided by the regulations of the Company."

22. Pursuant to this Scheme, the Resulting Company shall file the requisite forms with the Registrar of Companies for alteration of its authorised share capital.
23. It is hereby clarified that for the purposes of Clauses 20 and 21 above, the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment or increase in authorised share capital of the Resulting Company, and no further resolution under Section 16, Section 94 or any other applicable provisions of the Act, would be required to be separately passed.

#### Section 5 - General terms and conditions



Accounting treatment in the books of the Demerged Company

The assets and the liabilities of the Demerged Company relating to the Demerged Undertaking being transferred to the Resulting Company shall be at values appearing in the books of account of the Demerged Company on the close of business on the day immediately preceding the Appointed Date.

- (b) The difference between the value of assets and value of liabilities transferred pursuant to the Scheme shall be appropriated in the books of the Demerged Company as under:
- (i) Capital Subsidy - Rs. 1.19 Crores;
  - (ii) Amalgamation Reserve - Rs. 1.38 Crores;
  - (iii) Preference Share Capital Redemption Reserve - Rs. 1.48 Crores;
  - (iv) Debenture Redemption Reserve - Rs. 27.50 Crores; and
  - (v) Balance against Shares / Securities Premium and / or General Reserve.
- (c) The reduction, if any, in the Share Premium Account and Reserves of the Demerged Company shall be effected as an integral part of the Scheme in accordance with the provisions of Section 78, Section 80, Sections 100 to 103 and any other applicable provisions of the Act and the Orders of the High Courts sanctioning the Scheme shall be deemed to be also the Orders under Section 102 of the Act for the purpose of confirming the reduction. The reduction would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital, and the provisions of Section 101 of the Act will not be applicable.

Accounting Treatment in the books of the Resulting Company

- (a) Upon the Scheme become effective and with effect from the Appointed Date, the Resulting Company shall record the assets and liabilities of the Demerged Undertaking vested in it pursuant to this Scheme at their respective book values as appearing in the books of the Demerged Company.
- (b) The Resulting Company shall credit its Share Capital account with the aggregate face value of the equity shares issued to the shareholders of the Demerged Company pursuant to Clause 14 of the Scheme.



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- (c) All amount of Rs.27.50 Crores, towards the Debenture Redemption Reserve relating to NCDs in the books of the Demerged Company, shall be credited by the Resulting Company to its Debenture Redemption Reserve account.
- (d) An amount of Rs.0.30 Crore towards the Capital Subsidy Reserve relating to the Demerged Undertaking shall be credited by the Resulting Company to its Capital Subsidy Reserve account.
- (e) The excess or deficit, if any, remaining after recording the aforesaid entries, the costs in relation to transfer of assets pertaining to the Demerged Undertaking to the Resulting Company such as stamp duty, registration charges, etc. and other entries in accordance with the Scheme, shall be credited by the Resulting Company to its General Reserve account or debited to Goodwill, as the case may be. General Reserve, created if any, shall be treated for all purposes as free reserves as per the Act.



#### 26. Taxes

All taxes (including income tax, sales tax, excise duty, custom duty, service tax, VAT, etc.) paid or payable by the Demerged Company in respect of the operations and/or the profits of the Demerged Company before the Appointed Date, shall be on account of the Demerged Company and, insofar as it relates to the tax payment (including, without limitation, income tax, sales tax, excise duty, custom duty, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Demerged Company in respect of the profits or activities or operation of the Demerged Undertaking after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Resulting Company and shall, in all proceedings, be dealt with accordingly.

#### 27. Scheme Conditional On

27.1 This Scheme is conditional upon and subject to:

- (a) the Scheme being agreed to by the respective requisite majorities of the various classes of members and creditors of the Demerged Company and the Resulting Company as required under the Act and the requisite orders of the High Court of Indore, Madhya Pradesh and High Court of Gujarat being obtained;
- (b) such other sanctions and approvals as may be required by law in respect of this Scheme being obtained; and





- (c) The certified copies of the court orders referred to in this Scheme being filed with the Registrar of Companies, Madhya Pradesh and Registrar of Companies, Gujarat.
22. In the event of this Scheme failing to take effect by July 31, 2010 or such later date as may be agreed by the respective Boards of Directors, this Scheme shall stand revoked, cancelled and be of no effect and become null and void, and in that event, no rights and liabilities shall accrue to or be incurred inter se between the parties or their shareholders or creditors or employees or any other person. In such case, the Demerged Company and the Resulting Company shall bear its own costs and expenses or as may be otherwise mutually agreed.

23. Appointment of Auditors

In addition to M/s G.P. Kapadia & Co., Mumbai, being the present auditors of the Resulting Company, M/s Deloitte Haskins & Sells, Mumbai shall stand appointed as the joint statutory auditors of the Resulting Company, upon effectiveness of the Scheme. It is hereby clarified that the consent of the shareholders to this Scheme shall be deemed to be sufficient for the purposes of the aforesaid appointment, and no further resolution under the provisions of the Act, would be required to be separately passed.

**PART III - OTHER TERMS AND CONDITIONS**

29. Dividends

- (a) The Demerged Company and the Resulting Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date as applicable.
- (b) The holders of the shares of the Demerged Company and the Resulting Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.
- (c) It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of the Demerged Company and/or the Resulting Company to demand or claim any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the boards of directors of the Demerged Company and the



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Resulting Company respectively, and subject to the approval, if required, of the shareholders of the Demerged Company and the Resulting Company respectively.



30 Applications

The Demerged Company and the Resulting Company shall make necessary applications before the respective High Courts for the sanction of this Scheme under Sections 391 and 394 of the Act.

31 Modifications of Scheme

- (a) The Demerged Company (by its Board of Directors) and the Resulting Company (by its Board of Directors), may, in their full and absolute discretion, assent to any alteration or modification to this Scheme which either the Boards of Directors of the Demerged Company or the Resulting Company, as the case may be, deem fit, or which the Court and/or any other Authority may deem fit to approve or impose.
- (b) The Demerged Company (by its Board of Directors) and the Resulting Company (by its Board of Directors), may give such directions as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of the Scheme or implementation hereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders, depositors or debenture-holders of the respective companies), or to review the position relating to the satisfaction of various conditions to the Scheme and if necessary, to waive any of those (to the extent permissible under law).
- (c) Any issue as to whether any asset, liability, employee or litigation pertains to the Demerged Undertaking or not shall be decided by the Boards of Directors of the Demerged Company and the Resulting Company, on the basis of evidence that they may deem relevant for the purpose (including the books and records of the Demerged Company).



32 Sovereignty

If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Demerged Company and the Resulting Company, affect the validity



or implementation of the other parts and/or provisions of this Scheme.

13. Costs

Subject to Clause 37.2 above:

- (i) The Demerged Company and the Resulting Company shall bear their respective costs until the date of sanction of this Scheme by the later of the two High Courts;
- (ii) Upon the sanction of this Scheme by the High Courts, all costs (including but not limited to stamp duty, registration charges, etc.) in relation to the Demerger shall be borne by the Resulting Company. Income tax liabilities, if any, in relation to the Demerger shall be borne by the Demerged Company.



## Schedule I

## Details of Plants, Terminals and Units pertaining to the Demerged Undertaking

A) Composite Plants:

- (i) 5 million tonnes per annum ("MTPA") cement manufacturing plant called Aditya Cement at Adityapuram, Sawa - Shambhupura Road, District Chittoorgarh - 312 622 in the state of Rajasthan;
- (ii) 2.5 MTPA cement manufacturing plant called Grasim Cement at Grasim Vihar, Village P.O., Rawan Tehsil: Sigma, District Raipur (C.G.) in the state of Chhattisgarh;
- (iii) 3.1 MTPA cement manufacturing plant called Grasim Cement-Korputli at Village & P.O. Mohanpura, Tehsil Korputli, District Jaipur - 302 108 in the state of Rajasthan;
- (iv) 1.40 MTPA cement manufacturing plant called Grasim Cement Division - South at Reddipalyam P.O., District Ariyalur - 621 704 in the state of Tamil Nadu;
- (v) 3.2 MTPA cement manufacturing plant called Rajashree Cement at Aditya Nagar, Malkhed Road, District Gulbarga - 585 292, in the state of Karnataka; and
- (vi) 4 MTPA cement manufacturing plant called Vikram Cement at Khor, District Neemuch - 432 470 in the state of Madhya Pradesh.

B) White Cement:

- (i) 0.6 MTPA cement manufacturing plant and 0.3 MTPA Putty and other value added products manufacturing plant called White Cement Division at Rajashree Nagar, P.O. Kharia Khanger - 342 606, Tehsil Bhopalgarh, District Jodhpur in the state of Rajasthan; and
- (ii) Glass Reinforced Concrete manufacturing plant of white cement division at Plot No. 14, GIDC Manjalar, Taluka Savli, District Vadodara - 391 175 in the state of Gujarat.

C) Grinding Units:



- (i) 1.8 MTPA grinding unit at Hctgi, District Solapur - 413 215 in the state of Maharashtra;
- (ii) 1.75 MTPA grinding unit at Bathinda at PO Lehra Mohahal, District Bathinda - 151 111 in the state of Punjab;
- (iii) 1.3 MTPA grinding unit at Karad, Ierava Paradhana Road, Ierava, District Panipat - 132 107 in the state of Haryana;
- (iv) 1.3 MTPA grinding unit at Ranauli Latiffpur, PO. Vidyat Nagar, Dadri, District Gautam Budh Nagar - 201 008 in the state of Uttar Pradesh; and
- (v) 1.3 MTPA grinding unit at Hardraganj Site, Village - Kastimpur, Tehsil- Koel, District Aligarh - 202 127 in the state of Uttar Pradesh.
- D) Bulk Terminals:
- (i) Shankarpally Bulk Terminal, at Shankarpally - 501 203 R R District Hyderabad, in the state of Andhra Pradesh; and
- (ii) Birla Super Bulk Terminal, Near Railway Station, PO. Veerapura Industrial Area, Doddaballapur - 561 205 District Bangalore in the state of Karnataka.
- E) Ready Mix Concrete Plants:
- (i) 1.31 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Plot No.387, Phase-I Industrial Area, Panchkula - 134 113, in the state of Haryana;
- (ii) 1.31 Lac Cubic Meters Ready Mix Concrete manufacturing plant at B-33, Phase-I, ii Industrial Area, Mohali - 160 055 in the state of Punjab;
- (iii) 1.31 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Plot No.158,Navrangpura, Navrangpura - 122 001, Gurgaon in the state of Haryana.





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- (iv) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at 38, Milestone Behrampur Road, Khandra Chowk - 122 001, Gurgaon in the state of Haryana;
- (v) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at E-600, 861 Rod No.14, Vishwakarma Industrial Area, Sikar Road, Jaipur - 302 013 in the state of Rajasthan;
- (vi) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Harkans Gharighata Sankhya - 220/238, Rai Barell Road, Mohanlal Gunj, Lucknow in the state of Uttar Pradesh;
- (vii) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Village Jastar, Canal Road, P.O. Paddi, Near Zamindari, Dhaba, Ludhiana - 142 006 in the state of Punjab;
- (viii) 2.45 Lac Cubic Meters Ready Mix Concrete manufacturing plant at A-9, Sector 40, Phase II, Noida - 201 305 in the state of Uttar Pradesh;
- (ix) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at D-18/3, Site B Surajpur Indl. Area, Dadri Road, Greater Noida - 201 308, Noida in the state of Uttar Pradesh;
- (x) 2.10 Lac Cubic Meters Ready Mix Concrete manufacturing plant at C-14, Site 1, V Industrial Area, Sahibabad - 201 010, Sahibabad, Ghaziabad in the state of Uttar Pradesh;
- (xi) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at 371/3/2/1, Grum - Paidapada Industries Area, Opp: Ganesh Toll Kanta, Nemawar Road, Indore 452 001 in the state of Madhya Pradesh;
- (xii) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at 136, Acheja, G T Road, Ghaziabad in the state of Uttar Pradesh;
- (xiii) 0.88 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Plot No.164/5, Near Wakad Square, Wakad, Pune - 411 027 in the state of Maharashtra;





- (xiv) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at S. No. 1424, Wagholi Lohegaon Road, Behind Wageahwar Temple, Wagholi, Pune - 412 207 in the state of Maharashtra;
- (xv) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Gat No. 312-314, Ghotawade-Rehe Road, At Post Ghotawade, Tal-Mulshi, District Pune in the state of Maharashtra;
- (xvi) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at C/O Umesh Real Estate Private Ltd., Goel Ganga Developments, Opp: Corinthian Club, Near Kadnagar Chowk, Mohammedwadi, Pune - 411 028 in the state of Maharashtra;
- (xvii) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Queens Town, Mind Space Realty Pvt. Ltd., Cts No.3876, Opp Lokmatya Hospital, Udyog Nagar, Chinchwad, Pune - 411 037 in the state of Maharashtra;
- (xviii) 0.88 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Plot No.A-14, 15, 16, Road No.13, Ida Nacharam, Hyderabad 500 076, Hyderabad in the state of Andhra Pradesh;
- (xix) 2.45 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Sy. No.312, Ida Bachupally, Miyapur, Qutbullapur Mandal, R.R. District - 500 072, Hyderabad in the state of Andhra Pradesh;
- (xx) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Sy. No.334, Ida Bachupally, Bollaram, Qutbullapur Mandal, R.R. District - 500 072, Hyderabad in the state of Andhra Pradesh;
- (xxi) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Sy. No.133/2, Kandlakoi Village, Medchal Mandal, R.R. District - 501 401, Hyderabad in the state of Andhra Pradesh;
- (xxii) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Graste Industries Limited, Plot No.A-13 Road No.13, Ida Nacharam, Hyderabad 500 076 in the state of Andhra Pradesh;
- (xxiii) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Plot No.27, Ida Mankhal, Maheswaram Mandal, R.R. District Hyderabad in the state of Andhra Pradesh;



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- (xxiv) 2.45 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Unit Sy. No.102/2A, 2B Harhur Village, Varthur Hobli, Kormangala Post, Bangalore South - Hosur Road, Bangalore in the state of Karnataka;
- (xxv) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Unit II Sy. No.14/4, 14/3, 14/2, Deevatige Ramanshalli, 25/1 25/2 Off Pantharapalya Village, Kengeri Hobli, Mysore Road, Bangalore South in the state of Karnataka;
- (xxvi) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Unit IV Prestige Shanthiniketan, Sy No.70, Itpi Main Road, Sadamangala, Whitefield, Bangalore 560 048 in the state of Karnataka;
- (xxvii) 2.10 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Unit V Plot No.196-C, Survey No.28, Bommasandra Industrial Area, Bommasandra Village, Attibele Hobli, Anekal Taluk, Bangalore in the state of Karnataka;
- (xxviii) 2.10 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Plot No.29, Part & 91A Belagola Industrial Area, Meragalli, Mysore - 570 018 in the state of Karnataka;
- (xxix) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Kadiganahalli Village, Jala Hobli, Yelhanka, Bangalore in the state of Karnataka;
- (xxx) 2.10 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Sy.No.56/1A, Avaihalli Village, Virgonagar Industrial Area. (Near Cipla), Hoskote Road, Bidarshalli Hobli, Bangalore East - 560 049 in the state of Karnataka;
- (xxxi) 2.45 Lac Cubic Meters Ready Mix Concrete manufacturing plant at No.67, Neembal Village, Thiruvarkadu Municipality, Chennai 600 077 in the state of Tamil Nadu;
- (xxxii) 3.28 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Unit 2, -Om, Survey No.317, Dr. Abdulkalam Salai, Padupakkam Village, Kellambakkam Post, Chennai 603 103 in the state of Tamil Nadu;





(xxxiii) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Unit 51, Nemil Village, Survey No.116 P.O. Valarpuram, Sri Sri Perambalur Taluka, Kanchipuram District Chennai - 602 105 in the state of Tamil Nadu;

(xxxiv) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Survey No.306/A - 1, Kumbupalayam, Neelambur Village, Palladam Division, Coimbatore in the state of Tamil Nadu;

(xxxv) 1.81 Lac Cubic Meters Ready Mix Concrete manufacturing plant at IDEB, Reach 3 IDEB, Reach 3 IDEB, SUGG JY OPP - Jhala Socha, Near HMT School, HMT watch Factory Main Road, Jaiahalli, Bangalore in the state of Karnataka; and

(xxxvi) 0.87 Lac Cubic Meters Ready Mix Concrete manufacturing plant at Unitech Info Space, Near IST Limited, Delhi Palam Road, Gurgaon in the state of Uttar Pradesh.

**F) Building Product Division: (Dry Mix/AAC/ Brick Plant)**

Building Product Division (Dry Mix/AAC/ Brick Plant) of Grulon Industries Limited situated at Village Vijaypur, Taluka Wada, District Thane, in the state of Maharashtra.

**G) Processing Plant for Useful Conversion of Municipal Sewerage Waste at Jampur, in the state of Rajasthan.**



Schedule II

Premises pertaining to the Demerged Undertaking

A. Leasehold Land

Andhra Pradesh:

- i) All leasehold land admeasuring around 310.98 hectares (comprised in various survey nos.) situated at Petnikosa village, Kolimigodda Mandal, District Karimnagar in the state of Andhra Pradesh together with all buildings and structures standing thereon.
- ii) All leasehold land admeasuring around 0.90 Acre (comprised in various survey nos.) situated at Plot No.A-13, Ida Nacharam - 500 076 Hyderabad in the state of Andhra Pradesh pertaining to the RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- iii) All leasehold land admeasuring around 4000 Sq Yards (comprised in various survey nos.) situated at Sy. No.311, Ida Bachupally, Miyapur, Qutbullapur Mandal, R.R. District - 500 072, Hyderabad in the state of Andhra Pradesh pertaining to RMC 2.45 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- iv) All leasehold land admeasuring around 3 Acres (comprised in various survey nos.) situated at Sy. No.334, Ida Bachupally, Bollaram, Qutbullapur Mandal, R.R. District - 500 072, Hyderabad in the state of Andhra Pradesh pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- v) All leasehold land admeasuring around 2.5 Acres (comprised in various survey nos.) situated at Sy. No.133/2 & 133, Kandlakota Village, Medchal Mandal, R.R. District - 501 401, Hyderabad in the state of Andhra Pradesh pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- vi) All leasehold land admeasuring around 1.289 Acres (comprised in various survey nos.) situated at Plot No.27, Ida Manihal, Maheswaram Mandal, R.R. District Hyderabad in the state of Andhra Pradesh pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.

Chhattisgarh:





(ii) All leasehold land admeasuring around 43.091 hectares (comprised in various survey nos.) situated at Grasim Vihar, Village P.O., Rawan Tehsil, Sigma, District Raipur (C.G.) in villages Rawan, Chuchringpur and Sarseni in the state of Chhattisgarh pertaining to Grasim Cement - Rawan, together with all premises, residential colonies, School(s), Hospital(s), Community Centre(s), railway sidings lying and being thereat and all other buildings and structures standing thereon.

Gujarat:

- (vii) All leasehold land admeasuring around 9593.87 Sq. Mts. (comprised in various survey nos.) situated at Plot No. 14, GIDC Manjusz, Taluka Savili, District Vadodara - 391 775 in the state of Gujarat pertaining to Glass Reinforced Concrete (GRC) manufacturing plant of white cement division, together with all buildings and structures standing thereon.
- (ix) All leasehold land admeasuring around 107.51 hectares (comprised in various survey nos.) situated at Grasim Cement - Mahuva, District Bhavnagar, in villages Dayal, Kotada, Kaisar, Tali, Bhambhor, Merhala, Madhuban, Jhanmer etc. in the state of Gujarat together with all buildings and structures standing thereon.

Haryana:

- (x) All leasehold land admeasuring around 1.16 Acres (comprised in various survey nos.) situated at Plot No.387, Phase-I Industrial Area, Panchkula - 134113, Chandigarh in the state of Haryana pertaining to RMC 1:81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- (xi) All leasehold land admeasuring around 2 Acres (comprised in various survey nos.) situated at 38, Milestone Behrampur Road, Khandas Chowk - 122001, Gurgaon in the state of Haryana pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.



Karnataka:

- (i) All leasehold land admeasuring around 404.83 hectares (1000.37 acres) and additional leasehold land of 146.23 hectares (361.36 acres) is under process for final Govt. approval, which is within Mining Lease rights of 733.82 hectares (1813.28 acres total Mining lease) (comprised in various survey nos.) situated at Aditya Nagar, Malkhed Road, Gulbarga - 585 292 in village Diggaon Village in

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Chittapur Taluka and Malkhed, Haganahalli & Udgi Villages in Sedam Taluka, District Gulbarga, in the state of Karnataka pertaining to Rajashree Cement and all buildings and structures standing thereon.

- xiii) All leasehold land admeasuring around 40 Acres 12 guntas (comprised in various survey nos.) situated near Railway Station, NO. Veerapura Industrial Area, Doddaballapur - 561 203 District Bangalore in villages Thippappura & Veerapura in the state of Karnataka pertaining to Birla Super Bulk Terminal, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- xiv) All leasehold land admeasuring around 2.525 Acres (comprised in various survey nos.) situated at Unit I, Sy. No.102/2A, 2B Harhur Village, Varthur Hobli, Komangala Post, Bangalore South - Hosur Road, Bangalore in the state of Karnataka pertaining to RMC 2.45 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- xv) All leasehold land admeasuring around 2.722 (comprised in various survey nos.) situated at Unit II, Sy. No.14/4, 14/3, 14/2, Desvatige Ramanahalli, 25/1 25/2 Off Pantharapalya Village, Kengeri Hobli, Mysore Road, Bangalore South in villages Desvatige Ramanahalli and Pantharapalya in the state of Karnataka pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- xvi) All leasehold land admeasuring around 2.005 Acres (comprised in various survey nos.) situated at Plot No.89, Part & 91A Belagola Industrial Area, Metagalli, Mysore - 570 016 in the state of Karnataka pertaining to RMC 2.10 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- xvii) All leasehold land admeasuring around 2.295 Acres (comprised in various survey nos.) situated at Kadiganahalli Village, Jain Hobli, Yelthanka, Bangalore in the state of Karnataka pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- xviii) All leasehold land admeasuring around 1.75 Acres (comprised in various survey nos.) situated at Sy.No.56/1A, Avalahali Village, Virgonagar Industrial Area, (Near Cipla), Hoskote Road, Bidarahalli Hobli, Bangalore East - 560049 in the state of Karnataka pertaining to RMC 2.10 Lac Cubic Meters manufacturing plant, together with





all premises lying and being thereat and all other buildings and structures standing thereon.

Madhya Pradesh:

- xix) All leasehold land admeasuring around 1002.978 hectares (comprised in various survey nos.) situated at Khor District Neemuch - 458 470 in villages Sevakheda, Marka, Mahanpuria, Kandka, Kheda Rajhod, Khor, Damodarpura and Kundla in the state of Madhya Pradesh pertaining to Vikram Cement, together with all premises, residential colonies, School(s), Hospital(s), Community Centre(s), railway sidings lying and being thereat and all other buildings and structures standing thereon.
- xx) All leasehold land admeasuring around 1.95 Acres (comprised in various survey nos.) situated at 371/5/2/1, Gram - Palda Industries Area, Opp: Ganesh Toll Kunta, Nemawar Road, Indore 452 001 in the state of Madhya Pradesh pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.

Maharashtra:

- xxi) All leasehold land admeasuring around 1.50 Acres (comprised in various survey nos.) situated at Plot No.164/5, Near Wakad Square, Wakad, Pune - 411 027 in the state of Maharashtra pertaining to RMC 0.88 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- xxii) All leasehold land admeasuring around 4 Acres (comprised in various survey nos.) situated at S. No.1424, Wagholi Lohgaon Road, Behind Wageshwar Temple, Wagholi, Pune - 412 207 in the state of Maharashtra pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- xxiii) All leasehold land admeasuring around 2.15 Acres (comprised in various survey nos.) situated at Gat No. 312-314, Ghotawade-Rehe Road, At Post Ghotawade, Tal-Mulshi, District Pune in the state of Maharashtra pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.

Punjab:

- xxiv) All leasehold land admeasuring around 1.12 Acres (comprised in various survey nos.) situated at B-33, Phase-I, ii Industrial Area, Mohali - 160055 - Chandigarh in the state of Punjab pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all





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premises lying and being thereat and all other buildings and structures standing thereon.

- xxv) All leasehold land admeasuring around 2.4 Acres (comprised in various survey nos.) situated at Village Jaesar, Canal Road, P.O. Paddi, Near Zamindari, Dhaba, Ludhiana - 142000 in the state of Punjab pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.



#### Rajasthan

- xxvi) All leasehold land admeasuring around 503.36 hectares (comprised in various survey nos.) situated at Adityaparam, Sawa-Sambhupura Road, District Chittorgarh - 312 022 in villages Sindwari, Amarpura, Naya Kheda, J. Singh ka Kheda, Neem ka Amrana, Kaunda, Medi Ka Amrana, Kesarpura, Sawa, Palasiya, Patni, Arniya Panth, Bad ka Amrana, Rail ka Amrana and Charliya in the state of Rajasthan pertaining to Aditya Cement, together with all premises, residential colonies, School(s), Hospital(s), Community Centre(s), railway sidings lying and being thereat and all other buildings and structures standing thereon.
- xxvii) All leasehold land admeasuring around 175.48 hectares (38,286 hectares through government award, portions is under process) (comprised in various survey nos.) situated at Village & P.O. Mohanpur, Tehsil Kotputli, District Jaipur - 303 108 in villages Mohanpur, Jodhpura and Gorchampur in the state of Rajasthan pertaining to Grasim Cement- Kotputli, together with all premises, residential colonies, School(s), Hospital(s), Community Centre(s), railway sidings lying and being thereat and all other buildings and structures standing thereon.
- xxviii) All leasehold land admeasuring around 152 Bigha and 13.5 Biswa (comprised in various survey nos.) situated at Rajashree Nagar, P.O. Kharia Khanger - 342 606, Tehsil Bhopalgarh, District Jodhpur in the state of Rajasthan pertaining to White Cement Division, together with all premises, residential colonies, School(s), Hospital(s), Community Centre(s), railway sidings lying and being thereat and all other buildings and structures standing thereon.
- xxix) All leasehold land admeasuring around 2 Acres (comprised in various survey nos.) situated at E-560, 861 Road No.14, Vishwakarma Industrial Area, Sikar Road, Jaipur - 302 013 in the state of Rajasthan pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- xxx) All leasehold land admeasuring around 1,01,235 sq. meters (equivalent to 25 acres) situated at village Langariawas, Jaipur in





the state of Rajasthan together with all buildings and structures standing thereon.

#### Tamil Nadu

- xxxii) All leasehold land admeasuring around 35.99 hectares (comprised in various survey nos.) situated at Reddipalyam P.O., District Ariyalur - 621 704 in Reddipalayam, Pudupalayam, Eddiyathankudi villages in Ariyalur District in the state of Tamil Nadu pertaining to Gramin Cement - South, together with all premises, residential colonies, School(s), Hospital(s), Community Centres(s), railway sidings lying and being thereat and all other buildings and structures standing thereon.
- xxxiii) All leasehold land admeasuring around 2.14 Acres (comprised in various survey nos.) situated at Unit 51, Nemili Village, Survey No.116 P.C. Valarpuram, Sri Sri Perambaddur Taluka, Kanohipuram District Chennai - 602 105 in the state of Tamil Nadu pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- xxxiiii) All leasehold land admeasuring around 2 Acres (comprised in various survey nos.) situated at Survey No.506/A - 1, Kurembapalayam, Neelambur Village, Palladam Division, Coimbatore in the state of Tamil Nadu pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.

#### Uttar Pradesh

- xxxv) All leasehold land admeasuring around 24,4730 Hectares (comprised in various survey nos.) situated at Ranauli Latiffpur, PO Vidyut Nagar, Dadri, Ghatam Buthi Nagar - 201 008 in villages Ranauli, Salarpur and Dadupura Kharana in Tehsil Dadri in the state of Uttar Pradesh pertaining to Gramin Cement - Dadri, together with all premises, lying and being thereat and all other buildings and structures standing thereon.
- xxxvi) All leasehold land admeasuring around 3 Acres (comprised in various survey nos.) situated at Harband Ghari ghata Santhiya - 110/238, Rai Bareilly Road, Mohanlal Gung, Lucknow in the state of Uttar Pradesh pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- xxxvii) All leasehold land admeasuring around 1.26 Acres (comprised in various survey nos.) situated at A-9, Sector 80, Phase II, Noida - 201305 in the state of Uttar Pradesh pertaining to RMC 2.45 Lac



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Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.

xxxvii) All leasehold land admeasuring around 1.58 acres (comprised in various survey nos.) situated at D-18/3, Site B Scrappur Indl. Area, Dadri Road, Greater Noida - 201308, Noida in the state of Uttar Pradesh pertaining to MC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.

xxxviii) All leasehold land admeasuring around 1.58 Acres (comprised in various survey nos.) situated at C-14, Site I, V Industrial Area, Sahibabad - 201 010, Sahibabad, Ghaziabad in the state of Uttar Pradesh pertaining to RMC 2.10 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.

xxxix) All leasehold land admeasuring around 2.05 Acres (comprised in various survey nos.) situated at 136, ~~Sheja~~, G T Road, Ghaziabad in the state of Uttar Pradesh pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.

## B. Freehold Land

### Andhra Pradesh:

- i) All freehold land admeasuring around 839.58 hectares (comprised in various survey nos.) and 46.32 hectares (comprised in various survey nos.) situated at villages Petnikota and itikyala, Kollimigundla Mandal, District Kurnool in the state of Andhra Pradesh together with all buildings and structures standing thereon.
- ii) All freehold land admeasuring around 42 Acres 29 Gunas (comprised in various survey nos.) situated at Shankarpally - 501 203 R R District Hyderabad in village Fatehpur in the state of Andhra Pradesh pertaining to Shankarpally Bulk Terminal, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- iii) All freehold land admeasuring around 3.01726 Acres (comprised in various survey nos.) situated at Plot No. A-14, 15, 16, Road No.13, Ida Nacharam, Hyderabad 500 076, Hyderabad in the state of Andhra Pradesh pertaining to RMC 0.98 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- iv) All freehold land admeasuring around 1.9 Acres (comprised in various survey nos.) situated at Sy. No.312, Ida Bachupally,





Nayapet Qutbullapur Mandal, R.P. District - 500 072, Hyderabad in the state of Andhra Pradesh pertaining to RMC 2.45 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.

Chhattisgarh:

- v) All freehold land admeasuring around 377.719 hectares (comprised in various survey nos.) situated at Grasim Vihar, Village P.O., Rawan Tehsil: Sigma, District Raipur (C.G.) in villages Rawan, Chuchurungpur, Sarseni, Chirahi, Ameri, Basin, Bungalow, Dhobindih, Hathbandh, Khasrudih, Kulora, Nayapara, Neodan, Rawati, Ringni and Jhissa in the state of Chhattisgarh pertaining to Grasim Cement, together with all premises, residential colonies, School(s), Hospital(s), Community Centre(s), railway sidings lying and being thereat and all other buildings and structures standing thereon.
- vi) All freehold land admeasuring around 48.827 Hectares (comprised in various survey nos.) situated at Kukurdi, Teh: Baloda Bazar, District Raipur in village Kukurdi in the state of Chhattisgarh together with all buildings and structures standing thereon.

Gujarat:

- vii) All freehold land admeasuring around 213.04 hectares (comprised in various survey nos.) situated at Grasim Cement - Mahuva, District Bhavnagar, in villages Dayal, Kotada, Kalsar etc. in the state of Gujarat together with all buildings and structures standing thereon.

Haryana:

- viii) All freehold land admeasuring around 60 (Sixty) acres (comprised in various survey nos.) situated at Kharad, Israna Paradhana Road, Israna, Panipat - 132 107 in villages Kurad & Paradhana, Tehsil Israna, District Panipat in the state of Haryana pertaining to Grasim Cement - Panipat, together with all premises, lying and being thereat and all other buildings and structures standing thereon.
- ix) All freehold land admeasuring around 70 Kanal 9 Marla (comprised in various survey nos.) situated at Plot No.158, Navrangpura - 122001 in the state of Haryana pertaining to RMC 1.81 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.

All freehold land admeasuring around 2.238 Acres (comprised in various survey nos.) situated at Nathapur, Tehsil & District: Sonapat in the state of Haryana pertaining to RMC Freehold Land, together



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with all premises lying and being thereat and all other buildings and structures standing thereon.



Karnataka:

- ii) All freehold land admeasuring around 237.57 hectares (587.07 Acres) (comprised in various survey nos.) situated at Aditya Nagar, Malkhed Road, Gulbarga - 585 192 in Malkhed Village in Sedam Taluka, District Gulbarga in the state of Karnataka pertaining to Rajashree Cement, together with all premises, residential colonies, School(s), Hospital(s), Community Centre(s), railway sidings lying and being thereat and all other buildings and structures standing thereon.
- iii) All freehold land admeasuring around 2.214 Acres (comprised in various survey nos.) situated at Unit V Birla Ready Mix, Plot No.196-C, Survey No.28, Bommasandra Industrial Area, Bommasandra Village, Attibele Hobli, Anekal Taluk, Bangalore in the state of Karnataka pertaining to RMC 3:10 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.

Madhya Pradesh:

- iiii) All freehold land admeasuring around 245.366 hectares (comprised in various survey nos.) situated at Vikram Cement Khor, District Neemuch - 455 470 in vilages Damodarapura, Khor, Kheda Kathod, Nayagan, Syakheda, Kundla, Maheshpuria and Morka in the state of Madhya Pradesh together with all premises, residential colonies, School(s), Hospital(s), Community Centre(s), railway sidings lying and being thereat and all other buildings and structures standing thereon.



Maharashtra:

- iv) All freehold land admeasuring around 98.50 hectares (comprised in various survey nos.) situated at District Solapur - 413 213 in vilages Horgi Station (76.96 hectares) and Hippi (21.54 hectares) in the state of Maharashtra pertaining to Graam Cement - Horgi, together with all premises, railway sidings lying and being thereat and all other buildings and structures standing thereon.
- iv) All freehold land admeasuring around 21 Acres 24 Guntas (comprised in various survey nos.) situated at Vijaypur village, Taluka Wada District Thane in the state of Maharashtra pertaining to Building Product Division, Graam Industries Limited, together



with all premises lying and being thereat and all other buildings and structures standing thereon.

Punjab

- xvi) All freehold land admeasuring around 37.94687 hectares (comprised in various survey nos.) situated at PO Lehra Mohabat, Bathinda - 151 111 in villages Mehraj, Patti Karan Chand and Lehra Mohabat in the state of Punjab pertaining to Gracim Cement - Bathinda, together with all premises, railway sidings lying and being thereat and all other buildings and structures standing thereon.

Rajasthan

- xvii) All freehold land admeasuring around 478.20 hectares (comprised in various survey nos.) situated at Adityapuram, Sawa-Shambhupura Road, District Chittorgarh - 312 622 in villages Sindwari, Amarpura, Naya Kheda, J, Singh ka Kheda, Neem ka Amrana, Kaunda, Medi ka Amrana, Kesarpura, Sawa, Palasiya, Patnia, Ansiya Fanth, Bad ka Amrana, Rail ka Amrana and Charliya in the state of Rajasthan pertaining to Aditya Cement, together with all premises, residential colonies, School(s), Hospital(s), Community Centre(s), railway sidings lying and being thereat and all other buildings and structures standing thereon.
- xviii) All freehold land admeasuring around 350.69 hectares (comprised in various survey nos.) situated at Village & P.O. Mohanpura, Tehsil Korpali, District Jaipur - 303 108 in villages Mohanpura, Kujota and Maharampur in the state of Rajasthan pertaining to Gracim Cement, together with all premises, residential colonies, School(s), Hospital(s), Community Centre(s), railway sidings lying and being thereat and all other buildings and structures standing thereon.
- xix) All freehold land admeasuring around 389 Bigha and 1 Biswa (comprised in various survey nos.) situated at Rajashree Nagar, P.O. Kharia Khangar - 342 606, Tehsil Bhopalnagar, District Jodhpur in the state of Rajasthan pertaining to White Cement Division, together with all premises, residential colonies, School(s), Hospital(s), Community Centre(s), railway sidings lying and being thereat and all other buildings and structures standing thereon.
- 1) All freehold land admeasuring around 8.78 hectares (comprised in various survey nos.) situated at Village Turkani Johadi, P.O. Khirod, Tehsil Nawalgarh, District Jhunjhuni - 333 306 in villages Turkani, Johadi (Khirood), Khirood, Basawa and Mohanhari in the state of Rajasthan pertaining to Gracim Cement - Nawalgarh, together with all buildings and structures standing thereon.



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Tamil Nadu



- xxii) All freehold land admeasuring around 1400.64 hectares (comprised in various survey nos.) situated at Reddipalayam P.O., District Ariyalur - 621 704 in villages of Reddipalayam, Pudupalayam, Periyasagalur, Edayathankudi, Varigupadi, Alanduraiarkattalai, Periyasirinakonam, Arangal, Andipattakadu, Asaveerankudikadu, Ayun Attur, Unjini, Kilimangalam, Anandavadi, Maruvattur, Periyakurichi, Paravai, Karai, Kalai, Sirukanbur, Pungankuli in Ariyalur District, villages of Palayam, Karikali & Kottanatham situated in Dindigul District, villages of Kaliyapatti, K.Pizhampatti, Alambadi, Varavasi, Mallapuram, Devaramalai, Thennilai, Gudalur, Melpaguthu, D.Kudalur situated in Karur District, village of South Elandsakur-an situated in Tuticorin District, village of Aralvaimozhi situated in Kanyakumari District and villages of Palavoor & Perungudi situated in Tirunelveli District in the state of Tamil Nadu pertaining to Gracim Cement - South, together with all premises, residential colonies, School(s), Hospital(s), Community Centre(s), railway sidings lying and being thereat and all other buildings and structures standing thereon.
- xxiii) All freehold land admeasuring around 2.29 Acres (comprised in various survey nos.) situated at No.67, Noombal Village, Thiruveerkadu Municipality, Chennai 600 077 in the state of Tamil Nadu pertaining to RMC 2.45 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- xxiii) All freehold land admeasuring around 2.60 Acres (comprised in various survey nos.) situated at Unit 2, - Omr, Survey No.5/17, Dr. Abdulkalam Salai, Pudupakkam Village, Kellambakkam Post, Chennai 603103 in the state of Tamil Nadu pertaining to RMC 3.28 Lac Cubic Meters manufacturing plant, together with all premises lying and being thereat and all other buildings and structures standing thereon.
- xxiv) All freehold land admeasuring around 1.97 Acres (comprised in various survey nos.) situated at Plot No-17, CMDA industrial Complex, Maraimalai Nagar, Chennai in the state of Tamil Nadu pertaining to RMC Freehold Land, together with all premises lying and being thereat and all other buildings and structures standing thereon.



Uttar Pradesh

- xxv) All freehold land admeasuring around 1.2705 hectares (comprised in various survey nos.) situated at Panauti Latiffpur, PO. Vidyut



Nagar, Dadri, Gautam Budh Nagar - 201 008 in villages Ramoli, Salarpur and Patadi in Tehsil Dadri in the state of Uttar Pradesh pertaining to Gramin Cement - Dadri, together with all premises, lying and being thereat and all other buildings and structures standing thereon.

- xvii) All freehold land admeasuring around 17.97 hectares (comprised in various survey nos.) situated at Harduaganj Site, Village - Kasimpur, Tehsil - Koel, District Aligarh 202 127 in villages Kasimpur, Rampur and Saha in the state of Uttar Pradesh pertaining to Gramin Cement - Aligarh, together with all premises, lying and being thereat and all other buildings and structures standing thereon.

C. Owned Premises

**Maharashtra**

- i) Gramin Industries Limited, Flat No. 5, Ground Floor, M. P. I. Chambers, Bombay-Pune Road, Pune.
- ii) Gramin Industries Limited, Flat No. 5, 2<sup>nd</sup> Floor, Shushila Salun Co-op. Hsg. Soc. Ltd., Mahim (West), Mumbai
- iii) Gramin Industries Limited, 1<sup>st</sup> Floor, Ahura Centre, Mahakali Caves Road, Andheri (East), Mumbai - 400 093 (Area - 5434 Sq ft.).
- iv) Gramin Industries Limited, 2<sup>nd</sup> Floor, Ahura Centre, Mahakali Caves Road, Andheri (East), Mumbai - 400 093 (Area - 1285 Sq ft.).
- v) Gramin Industries Limited, 3<sup>rd</sup> Floor, Ahura Centre, Mahakali Caves Road, Andheri (East), Mumbai - 400 093 (Area 4564 sq ft.) including 11 garages at Ahura Centre.
- vi) Gramin Industries Limited, Flat No. 103, Brij Kutir Co-operative Housing Society Ltd., 68-A, L. Jagnohandas Marg, Nepean Sea Road, Mumbai - 400 006.





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Schedule III

Details of the mining leases pertaining to the Demerged Undertaking

The mining leases pertaining to the Demerged Undertaking *inter alia* include the following:



1. Andhra Pradesh:

- a. Mines & Quarries covering 5 hectares at Grasim Industries Limited, Tirumalagiri Village, Bommalaramaram M., Nalgonda District, Quarry lease for rough stone and road metal in Sy. No. 76 of Tirumalagiri village, Bommalaramaram M., Nalgonda District, Andhra Pradesh.
- b. Mines & Quarries covering 10 hectares at Grasim Industries Limited, Tirumalagiri village, Bommalaramaram M., Nalgonda District, Quarry lease for rough stone and road metal in Sy. No. 76 of Tirumalagiri Vg., Bommalaramaram M., Nalgonda District, Andhra Pradesh.
- c. Mining Lease covering 951.848 hectares at Grasim Industries Limited, Penukonda Village, Kolimigundla Mandal, Kurunool District, Andhra Pradesh vide G. O. Ms. No. 222 Industries (MMA-2) Department dated July 22, 2003/No. ML 2159/MI/2003.

2. Chhattisgarh:

- a. Mining lease covering area 722.834 hectares at Grasim Industries Limited, Grasim Cement - Rawan, Jhippan, Pendra, Kashidih and Punderdih, Tehsil Simga, Raipur, Chhattisgarh vide mining lease agreement dated December 4, 1993.
- b. Letter of Intent No. F 2-3/2007/12 dated November 12, 2007 from Government of Chhattisgarh allotting mining lease to Grasim Industries Limited, Grasim Cement - Rawan, at Kukuridih village, Raipur, Chhattisgarh covering an area of 251.337 hectares.
- c. Letter of Intent No. F 2-32/2003/12 dated February 6, 2008 from Government of Chhattisgarh granting mining lease to Grasim Industries Limited, Grasim Cement Rawan, at Guma Village, Raipur, Chhattisgarh covering an area of 157.12 hectares.



Gujarat:

- a. Letter of Intent No. MCR-1593-(12)-1377-6-1 dated June 4, 2001 from Government of Gujarat granting mining lease to Grasim Industries Limited, Mahuva, Bhavnagar, Gujarat covering an area of 670.48 hectares.
- b. Letter of Intent No. MCR-1090-1273- Part 2-61 dated July 21, 1999 from Government of Gujarat granting mining lease to Grasim Industries Limited, Mahuva, Bhavnagar, Gujarat covering an area of 851.32.16 hectares.
- c. Letter of Intent No. MCR-1095-3944-6-1 dated June 4, 2001 from Government of Gujarat granting mining lease to Grasim Industries Limited, Mahuva, Bhavnagar, Gujarat covering an area of 192.32.68 hectares.

4. Karnataka:

Mining lease covering 733.82 hectares (1813.28 acres) at Grasim Industries Limited, Rajashree Cement in Diggaon Village in Chitapur Taluka and Malkhed, Haganahalli & Udgi Villages in Sedam Taluka, District Gulbarga, Karnataka vide Mining Lease No. 1769.

5. Madhya Pradesh:

- a. Mining lease covering area 442.923 hectares at Grasim Industries Limited, Unit - Vikram Cement Villages Savakheda, Khor, Kundla, Damodarapura, Gujarkhed, Talab, and Kheda Rathod, Tehsil Jawad, District Neemuch, Madhya Pradesh vide Mining Lease Agreement dated March 1, 2004.
- b. Mining lease covering area 342.612 hectares at Grasim Industries Limited, Unit - Vikram Cement Villages Savakheda, Morke and Maheshpura, Tehsil Jawad, District Neemuch, Madhya Pradesh vide mining lease Agreement dated January 28, 2002.
- c. Mining lease covering area 34.233 hectares at Grasim Industries Limited, Unit - Vikram Cement Village Kamda, Tehsil- Jawad, District Neemuch, Madhya Pradesh vide Mining Lease Transfer Agreement dated May 7, 1994.
- d. Mining lease transfer approval of Government of Madhya Pradesh vide letter no. 3-23/2002/12/2 dated August 10, 2009 for mining lease covering area 19.71 hectares at White Cement Division, Grasim Industries Limited, Dolomite &



Limestone Mines, Village Chhapparwah, Tehsil Bagwara, District Katni, Madhya Pradesh.

- n. Letter of Intent No. P-3-32/2008/12/1 dated September 7, 2009 from Government of Madhya Pradesh granting mining lease to Grasim Industries Limited, Unit: Vikram Cement, at Khor, Villages Nayagaon, Khor, District Neemuch, Madhya Pradesh covering an area of 564.106 hectares.

6. Rajasthan:

- a. Mining lease covering 750.692 hectares at Grasim Industries Limited, Aditya Cement, Chittorgarh, Shambhalpura, Rajasthan vide mining lease no. P-5/96/Mines/Group-1/93 dated March 1, 1994.
- b. Mining lease covering 548.78 hectares at Grasim Industries Limited, Village Monanpura, Mahrampur - Nawab, Ajeetpura, Kiratpura, Fatehpura, Kansli, Kujota, Mahrampur - Rajpur, Tehsil Kolputli, Jaipur, Rajasthan vide mining lease no. ML/3/2003 (R).
- c. Mining lease covering 232.80 hectares at White Cement Division, Grasim Industries Limited, Rajashree Limestone Mine No. 1, near village Dhannappa, Tehsil Merta, District Nagaur, Rajasthan vide mining lease no. ML/1/91.
- d. Mining lease covering 400.70 hectares at White Cement Division, Grasim Industries Limited, Rajashree Limestone Mine No. 2, near village Bansi, Tehsil Merta, District Nagaur, Rajasthan vide mining lease no. ML/3/95.
- e. Mining lease covering 4,0237 hectares at White Cement Division, Grasim Industries Limited, Fledapar Mines. Near Village Thoriya-Khera, Tehsil Raipur, District Bhilwara, Rajasthan vide mining lease no. 342/03.
- f. Mining lease covering 155.90 hectares at White Cement Division, Grasim Industries Limited, China Clay Mines, Near Village Jawal, Tehsil Kotri, District Nagaur, Rajasthan vide mining lease no. 18/83 (Renewal 123/06).
- g. Letter of Intent No. 15/13/Mines/Group-4/98 dated April 17, 1999 from Government of Rajasthan for allotting mining lease covering area 64 hectares at White Cement Division, Grasim Industries Limited, Near Village Tho, Tehsil Pachpadra, District Barmer, Rajasthan.
- h. Letter of Intent No. P.2(185) Mines / Group-2/07 dated October 10, 2007 from Government of Rajasthan for





allotting Mining Lease No. 19/06 covering area of 318.78 Hectares to Grasim Industries Limited, villages of Ajeetpura, Bhaslana, Kujota & Mehrampur (Nawab), Tehsil Kotputli, Jaipur, Rajasthan.

- i. Letter of Intent No. P. 12(35)/Khan/Group-2/2005 dated November 22, 2007 from Government of Rajasthan to Grasim Industries Limited for allotting two Mining Leases covering area of 1,153.4 hectares Near Village Bnawa, Khirod and area of 3461.2 hectares Near Village Khirod, Sundo Ki Dhand, Tehsil Nawalgarh, District Jhunjhunu, Rajasthan.

7. Tamil Nadu:

- a. Mining lease covering area 43.40 hectares at Grasim Industries Limited, Grasim Cement - South, Reddipalayam Village (ML-2), Ariyalur Taluk, Perambalur District, Ariyalur, Tamil Nadu vide G. O. (4D) No. 7 - Industries (MMA-2) Department dated September 20, 2005.
- b. Mining lease covering 54.37 hectares (G.O No.485 covering an extent of 50.45.5 hectares and G.O No.139 covering an extent of 3.91.5 hectares) at Grasim Industries Limited, Grasim Cement - South, Reddipalayam, Padupalayam & Periyathirukonam Villages (ML-1), Ariyalur Taluk, Tiruchirappalli District, Ariyalur, Tamil Nadu vide G.O. Ms. No. 485 and 139 Industries (MMA-2) Department dated December 31, 1993 and May 11, 1994 respectively.
- c. Mining lease covering 35.22 hectares at Grasim Industries Limited, Grasim Cement - South, Alanthuraiyarkattalai Village (ML-9), (Alanthuraiyarkattalai-II) Vakkiramangalam, Ariyalur, Tamil Nadu vide Pro. No. 4557/MML/2005 dated September, 24 2008.
- d. Mining lease covering 4.98.5 hectares at Grasim Industries Limited, Grasim Cement - South, Periyangalur Village (ML-5), Ariyalur Taluk, Perambalur District, Ariyalur, Tamil Nadu vide G. O. (3D) No. 94 Industries (MMA-2) Department dated September 20, 2005.
- e. Mining lease covering 32.04.3 hectares at Grasim Industries Limited, Grasim Cement - South, Reddipalayam & Poddupalayam Village (ML-3), Ariyalur Taluk, Perambalur District, Ariyalur, Tamil Nadu vide G. O. (3D) No. 82 Industries (MMA-2) Department dated August 22, 2005.
- f. Mining lease transfer order no. G. O. (4D) No. 2 Industries (MMA-2) Department dated August 31, 2005 from



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Government of Tamil Nadu granting mining lease to Grasim Industries Limited, at Edaiyatankudi village, Perambalur District, Ariyalur Taluk, Tamil Nadu comprising an area of 10.54.5 hectares.



ii. Mining lease Rc.No.18180/MM1/98 dated January 31, 2006 from Government of Tamil Nadu granting mining lease to Grasim Industries Limited, at Alanthuraiyarkattalai village (ML-7), (Alanthuraiyarkattalai-I), Perambalur District, Ariyalur Taluk, Tamil Nadu comprising an area of 8.14.0 hectares.





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## Schedule IV

**Debentures and loans relating to the Demerged Undertaking  
as of September 30, 2009**

**PART - A**

Transferred Debentures outstanding as on September 30, 2009: (Held by various holders)

S. No.	Series	Rate	Amount (In Rupees)
1.	Graam Ind 10.48% 2013 (S-XXXVII)	10.48%	200,00,00,000
2.	Graam Ind 8.80% 2015 (S- XXXVIII)	8.80%	100,00,00,000
3.	Graam Ind 8.01% 2016 (S-XXXIX)	8.01%	200,00,00,000
	<b>TOTAL</b>		<b>500,00,00,000</b>

**PART - B**

External Commercial Borrowings outstanding as on September 30, 2009:

S. No.	Lender	Amount (In Rupees)
1.	HSBC Global Business Unit, Mauritius (Formerly HSBC Offshore Banking Unit, Mauritius)	93,50,15,859
2.	Calyon, Singapore	111,12,79,366
3.	HSBC Bank Mauritius Limited, Mauritius	45,67,00,000
4.	Cooperative Centrale Raiffeisen-Boerenleen Bank B.A., (Trading as Rabo Bank International) Singapore	181,39,50,000
5.	DBS Bank Limited, Singapore	227,07,16,861
6.	BNP Paribas, Singapore	88,94,60,000
7.	Mizuho Corporate Bank Limited, Singapore	18,42,52,238
8.	The Bank of Tokyo-Mitsubishi UFJ, Ltd., Singapore	18,49,17,305
9.	Mizuho Corporate Bank Limited, Singapore	133,66,14,000
10.	Sumitomo Mitsui Banking Corporation, Singapore and The Bank of Nova Scotia Asia Limited, Singapore	245,83,90,616
11.	Mizuho Corporate Bank Limited, Singapore	102,31,70,588
	<b>TOTAL</b>	<b>1266,47,16,833</b>



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## PART - C

Long Term and Short Term Buyer's Credit outstanding as on September 30, 2009:

S. No.	Lender	Amount (In Rupees)
1	Standard Chartered Bank	10,39,90,042
2	The Hongkong and Shanghai Banking Corp. Ltd.	52,15,99,608
3	The Hongkong and Shanghai Banking Corp. Ltd.	14,42,27,534
4	Sumitomo Mitsui Banking Corporation, Singapore	31,17,30,011
<b>TOTAL</b>		<b>188,15,47,695</b>

## PART - D

Sales Tax Loans outstanding as on September 30, 2009:

S. No.	Related Unit	Amount (In Rupees)
1	Grasim Cement, Hota	13,39,13,942
2	Grasim Cement, Raipur	1,75,02,653
3	Aditya Cement, Shambhupura	1,02,26,733
4	Rajashree Cement, Malkhed	17,67,25,531
<b>TOTAL</b>		<b>34,64,70,911</b>

## PART - E

Cash Credit outstanding as on September 30, 2009:

S. No.	Name of the Bank	Provisional Amount (In Rupees)
1	Group of Consortium	85,97,71,237
<b>TOTAL</b>		<b>85,97,71,237</b>

Grand Total (Parts A - E):  
2133,25,06,676

Rs.

In addition to above, interest accrued and not due till 30<sup>th</sup> September' 09 on above loans will be transferred as current liabilities. There is no unpaid interest due.

TRUE  
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7/9/19  
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Application received on  
Handwritten notes  
Handwritten dates  
Handwritten amounts



Handwritten initials or mark.

