



## UltraTech Cement Limited

**Regd. Office:** 2<sup>nd</sup> Floor, Ahura Centre, B-Wing, Mahakali Caves Road, Andheri (E), Mumbai - 400093  
 Tel: 022 6691 7800 Fax: 022 6692 8109 • Website: www.ultratechcement.com • CIN: L26940MH2000PLC128420

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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
COMPANY SUMMONS FOR DIRECTION NO. 296 OF 2015**

In the matter of the Companies Act, 1956 or any re-enactment thereof;

- And -

In the matter of Application under Sections 391 to 394, of the Companies Act, 1956 or any re-enactment thereof;

- And -

In the matter of UltraTech Cement Limited (CIN: L26940MH2000PLC128420), a company incorporated under the Companies Act, 1956 having its registered office at 2<sup>nd</sup> Floor, Ahura Centre, B-Wing, Mahakali Caves Road, Andheri (East), Mumbai – 400 093;

- And -

In the matter of Scheme of Arrangement between UltraTech Cement Limited and Jaiprakash Associates Limited and their respective shareholders and creditors.

UltraTech Cement Limited (CIN: }  
L26940MH2000PLC128420), a company }  
incorporated under the Companies Act, 1956, }  
having its registered office at 2<sup>nd</sup> Floor, Ahura }  
Centre, B-Wing, Mahakali Caves Road, }  
Andheri (East), Mumbai – 400 093 }

..... Applicant Company

**Notice convening the meeting of the Unsecured Creditors of UltraTech Cement Limited**

To,  
The Unsecured Creditors of UltraTech Cement Limited (the “Applicant Company”),

TAKE NOTICE that by an Order made on the 18<sup>th</sup> day of April, 2015 in the above Company Summons for Direction, the Hon’ble High Court of Judicature at Bombay has directed that a meeting of the Unsecured Creditors of the Applicant Company be convened and held at Ravindra Natya Mandir, P. L. Deshpande Maharashtra Kala Academy, Near Siddhivinayak Temple, Sayani Road, Prabhadevi, Mumbai – 400 025 on Monday, the 8<sup>th</sup> day of June, 2015 at 3:00 p.m. (1500 hours) or so soon thereafter after the conclusion of the meeting of the Secured Creditors (including debentureholders) of the Applicant Company, for the purpose of considering and, if thought fit, approving with or without modification(s), the proposed Scheme of Arrangement between UltraTech Cement Limited and Jaiprakash Associates Limited and their respective shareholders and creditors (the “**Scheme of Arrangement**”).

TAKE FURTHER NOTICE that in pursuance of the said Order, a meeting of the Unsecured Creditors of the Applicant Company, will be held at Ravindra Natya Mandir, P. L. Deshpande Maharashtra Kala Academy, Near Siddhivinayak Temple, Sayani Road, Prabhadevi, Mumbai - 400 025 on Monday, the 8<sup>th</sup> day of June, 2015 at 3:00 p.m. (1500 hours) or so soon thereafter after the conclusion of the meeting of the Secured Creditors (including debentureholders) of the Applicant Company, when you are requested to attend.

TAKE FURTHER NOTICE that you may attend and vote at the said meeting in person or by proxy provided that a proxy in the prescribed form, duly signed by you or your authorised representative, is deposited at the registered office of the Applicant Company at 2<sup>nd</sup> Floor, Ahura Centre, B-Wing, Mahakali Caves Road, Andheri (E), Mumbai - 400 093 not later than 48 (forty-eight) hours before the scheduled time of the commencement of the said meeting.

The Hon'ble Bombay High Court has appointed Mr. Kumar Mangalam Birla, the Chairman of the Applicant Company, and failing him, Mr. D. D. Rathi, a Director of the Applicant Company, and failing him, Mr. O. P. Puranmalka, the Managing Director of the Applicant Company, as the Chairman of the aforesaid meeting.

A copy each of the Explanatory Statement under Section 393 of the Companies Act, 1956, the Scheme of Arrangement, a Form of Proxy and Attendance Slip are enclosed.

Dated this 23<sup>rd</sup> day of April, 2015



Kumar Mangalam Birla  
Chairman appointed for the meeting

Registered office:  
2<sup>nd</sup> Floor, Ahura Centre, B-Wing,  
Mahakali Caves Road,  
Andheri (E), Mumbai – 400 093

**Notes:**

1. All alterations made in the Form of Proxy should be initialed.
2. Only Unsecured Creditors of the Applicant Company may attend and vote (either in person or by proxy) at the Unsecured Creditors' meeting. The representative of a body corporate which is an Unsecured Creditor of the Applicant Company may attend and vote at the Unsecured Creditors' meeting provided a certified true copy of the resolution of the board of directors or other governing body of the body corporate is deposited at the registered office of the Applicant Company not later than 48 (forty-eight) hours before the scheduled time of the commencement of the meeting authorising such representative to attend and vote at the Unsecured Creditors' meeting.

Encl.: As above

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
COMPANY SUMMONS FOR DIRECTION NO. 296 OF 2015**

In the matter of the Companies Act, 1956 or any re-enactment thereof;

- And -

In the matter of Application under Sections 391 to 394, of the Companies Act, 1956 or any re-enactment thereof;

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In the matter of UltraTech Cement Limited (CIN: L26940MH2000PLC128420), a company incorporated under the Companies Act, 1956 having its registered office at 2<sup>nd</sup> Floor, Ahura Centre, B-Wing, Mahakali Caves Road, Andheri (East), Mumbai – 400 093;

- And -

In the matter of Scheme of Arrangement between UltraTech Cement Limited and Jaiprakash Associates Limited and their respective shareholders and creditors.

UltraTech Cement Limited (CIN: }  
L26940MH2000PLC128420), a company }  
incorporated under the Companies Act, 1956, }  
having its registered office at 2<sup>nd</sup> Floor, Ahura }  
Centre, B-Wing, Mahakali Caves Road, }  
Andheri (East), Mumbai – 400 093 }

..... Applicant Company

**Explanatory Statement Under Section 393 of the Companies Act, 1956**

1. Pursuant to an Order dated the 18<sup>th</sup> day of April, 2015 passed by the Hon'ble High Court of Judicature at Bombay in the Company Summons for Direction referred to hereinabove, meetings of the equity shareholders, secured creditors (including debentureholders) and unsecured creditors of the Applicant Company are being convened at Ravindra Natya Mandir, P. L. Deshpande Maharashtra Kala Academy, Near Siddhivinayak Temple, Sayani Road, Prabhadevi, Mumbai – 400 025 on Monday, the 8<sup>th</sup> day of June, 2015 at 12 noon (1200 hours) for equity shareholders, at 2:30 p.m (1430 hours) or so soon thereafter after the conclusion of the meeting of the equity shareholders for secured creditors (including debentureholders) and at 3:00 p.m. (1500 hours) or so soon thereafter after the conclusion of the meeting of the secured creditors (including debentureholders) for unsecured creditors, for the purpose of considering and if thought fit, approving with or without modification(s), the arrangement embodied in the scheme of arrangement between the Applicant Company and Jaiprakash Associates Limited (therein referred to as the "Transferor Company") and their respective shareholders and creditors (the "**Scheme of Arrangement**").
2. A copy of the Scheme of Arrangement setting out the terms and conditions of the arrangement, *inter alia*, providing for the transfer of the Business (as defined below) of the Transferor Company to and the vesting thereof in the Applicant Company on a slump exchange basis which has been approved by the Board of Directors of the Applicant Company at its meeting, held on 23<sup>rd</sup> January, 2015, is enclosed with the notice convening the meeting, to which this Explanatory Statement is also an enclosure.
3. In this Explanatory Statement, UltraTech Cement Limited, the Applicant Company is hereinafter referred to as "Transferee Company" and Jaiprakash Associates Limited is hereinafter referred to as "Transferor Company". Capitalised terms used herein but not defined shall have the meaning assigned to them in the Scheme of Arrangement unless otherwise stated.

4. The background of the companies involved in the Scheme of Arrangement is as under:

4.1 The Transferee Company:

- a. The Transferee Company is incorporated under the Companies Act, 1956 (the “Act”) having its registered office at 2<sup>nd</sup> Floor, Ahura Centre, B-Wing, Mahakali Caves Road, Andheri (E), Mumbai - 400 093. The Transferee Company is primarily engaged in the business of manufacture and sale of various grades and types of cement, ready mix concrete and other cement related products. The equity shares of the Transferee Company are listed on BSE and NSE. The Global Depository Receipts representing underlying equity shares of the Transferee Company are listed on Luxembourg Stock Exchange.
- b. The authorised, issued, subscribed and paid-up share capital of the Transferee Company as on 31<sup>st</sup> December, 2014 is as follows:

<b>Authorised Capital</b>	<b>Amount in Rs.</b>
Comprising 28,00,00,000 equity shares of Rs. 10/- each	2,80,00,00,000
<b>Issued, Subscribed and Paid-Up Capital</b>	
Comprising 27,44,03,439 equity shares of Rs. 10/- each	2,74,40,34,390

Except for 1,188 equity shares issued on exercise of stock options given to employees of the Transferee Company, there has been no material change in the capital structure of the Transferee Company as set out above, till date.

- c. The objects of the Transferee Company are set out in its Memorandum of Association. The main object of the Transferee Company is as follows: -
1. *“To carry on the business of manufacturers of, dealers in and sellers of cement, clinker, lime, plasters, whitening, clay, granule, sand, coke, fuel, artificial stone, builders’ requisites & convenience of all kinds and any products or things which may be manufactured out of or with cement or in which the use of cement may be made.”*

4.2 The Transferor Company:

- a. The Transferor Company is incorporated under the Act having its registered office at Sector 128, Noida, Uttar Pradesh, 201 304. The Transferor Company is engaged, *inter alia*, in the business of the manufacture and sale of cement and clinker. The equity shares of the Transferor Company are listed on BSE and NSE.
- b. The authorised, issued, subscribed and paid-up share capital of the Transferor Company as on 31<sup>st</sup> December, 2014 is as follows:

<b>Authorised Capital</b>	<b>Amount in Rs.</b>
Comprising 12,34,40,00,000 equity shares of Rs. 2/- each	24,68,80,00,000
Comprising 31,20,000 preference shares of Rs. 100/- each	31,20,00,000
<b>Issued, Subscribed and Paid-Up Equity Share Capital</b>	
Comprising 2,43,24,56,975 equity shares of Rs. 2/- each	4,86,49,13,950

There is no change in the capital structure of the Transferor Company, till date.

- c. The objects of the Transferor Company are set out in its Memorandum of Association. The main objects of the Transferor Company are set out hereunder:
1. *“To produce, manufacture, treat, process, prepare, refine, import, export, purchase, sell and generally to deal in either as principals or as agents either solely or in partnership with others, all types and kinds of cement, ordinary, white, coloured, Portland, Pozzolana, Alumina, Blast furnace, silica and all other varieties of cements, lime and limestone, clinker and/or by-products thereof, as also*

*cement products of any or all descriptions, such as pipes, poles, slabs, asbestos sheets, blocks, tiles, garden-ware, plaster of Paris lime pipes, building materials and otherwise, and articles, things, compounds and preparations connected with the aforesaid products and in connection therewith to take on lease or otherwise acquire, erect, construct, establish, work, operate and maintain, factories, undertakings, quarries, mines and workshops.*

2. *To carry on all or any of the business as manufacturers and sellers of and dealers and workers in cements of all kinds, lime, plasters, whiting, clay, gravel, sand minerals, earth, coke, fuel, gypsum, coal, jute, hessian cloth, gunny bags, paper bags, artificial stone and all builders' requisites made out of cement and cement products and conveniences of all kinds."*

## 5. **Description and Rationale for the Transaction**

- 5.1. Pursuant to Sections 391 to 394 read with other relevant provisions of the Act, the Scheme of Arrangement provides for the transfer to and vesting of the Business in the Transferee Company from the Transferor Company and the consequent issue of the Securities (as defined in the Scheme of Arrangement) by the Transferee Company to the Transferor Company.
- 5.2. The transfer of the Business pursuant to the Scheme of Arrangement would *inter alia* result in the following benefits:
  - (i) In case of the Transferor Company:
    - (a) unlocking of value for the Transferor Company by transfer of part of its assets; and
    - (b) helping the Transferor Company in deleveraging its balance sheet, including reduction of debt and interest outgo as well as creation of value for the shareholders of the Transferor Company.
  - (ii) In case of the Transferee Company:
    - (a) Entry into one of the growing markets of India, viz. the Satna cluster in Madhya Pradesh which contributes to around ten percent (10%) of all India cement demand; and
    - (b) Creating value for shareholders by acquiring ready to use assets reducing time to markets, availability of land, mining leases, fly ash and railway infrastructure leading to logistical efficiency.
6. The Transferor Company and the Transferee Company have entered into an agreement dated 23<sup>rd</sup> January, 2015 ("**Implementation Agreement**"), pursuant to which it has been agreed to transfer the Business as a going concern on a slump exchange basis by way of a court sanctioned Scheme of Arrangement under Sections 391-394 of the Act, on the agreed terms and conditions as set out in the Implementation Agreement. On the Closing Date, the Transferee Company shall issue and allot the Securities towards transfer and vesting of the Business with the Transferee Company.
7. The Scheme of Arrangement along with the report on valuation ("**Valuation Report**") submitted by Bansi S. Mehta & Co., Chartered Accountants ("**Independent Valuers**"), appointed by both the Transferor Company and the Transferee Company, was placed before the Audit Committee of the Transferee Company on 23<sup>rd</sup> January, 2015. A fairness opinion, by JM Financial Institutional Securities Limited ("**Fairness Opinion**"), was also submitted to the Transferee Company's Audit Committee. The Audit Committee concluded that the Scheme of Arrangement would be to the benefit of the Transferee Company and also its shareholders and recommended the Scheme of Arrangement to the Board of Directors of the Transferee Company by its report dated 23<sup>rd</sup> January, 2015.
8. The Scheme of Arrangement along with the Valuation Report was placed before the Board of Directors of the Transferee Company on 23<sup>rd</sup> January, 2015. The Fairness Opinion was also submitted to the Transferee Company's Board of Directors. Based on the report submitted by the Audit Committee recommending the Scheme of Arrangement and subject to (i) the approval by the shareholders and the creditors of the Transferee Company; (ii) sanction of the Scheme of Arrangement by the High Court in terms of Section 391 to 394 and other relevant provisions of the Act; (iii) approval of the Competition Commission of India; and (iv) such other regulatory approvals as may be necessary, the Board of Directors of the Transferee Company approved the Scheme of Arrangement.

9. The Scheme of Arrangement was approved by the Board of Directors of the Transferor Company, at its meeting held on 23<sup>rd</sup> January, 2015, subject to (i) the approval by the shareholders and the creditors of the Transferor Company; (ii) sanction of the Scheme of Arrangement by the High Court in terms of Section 391 to 394 and other relevant provisions of the Act; (iii) approval of the Competition Commission of India; and (iv) the approval of the BSE and NSE.
10. As per the Valuation Report, “the value of the Undertaking comes to at Rs. 5,325 Crores.”
11. The shareholding pattern of the Transferor Company as on 31<sup>st</sup> March, 2015 is as under:

Sr. no.	Description	Pre-merger shareholding		Post-merger shareholding	
		No. of equity shares	% of total No. of equity shares	No. of equity shares	% of total No. of equity shares
<b>(A)</b>	<b>Promoter and Promoter Group</b>				
<b>(1)</b>	<b>Indian</b>				
<b>(a)</b>	Individuals/H.U.F	67,759,792	2.79	67,759,792	2.79
<b>(b)</b>	Central/State Government(s)	-	-	-	-
<b>(c)</b>	Bodies Corporate	700,883,910	28.81	700,883,910	28.81
<b>(d)</b>	Financial Institutions/Banks	-	-	-	-
<b>(e)</b>	Any Other (specify)				
	Trust	189,316,882	7.78	189,316,882	7.78
	<b>Sub-Total (A)(1)</b>	<b>957,960,584</b>	<b>39.38</b>	<b>957,960,584</b>	<b>39.38</b>
<b>(2)</b>	<b>Foreign</b>				
<b>(a)</b>	Individual (Non Resident Individuals/ Foreign Individuals)	21,760	0.00	21,760	0.00
<b>(b)</b>	Bodies Corporate	-	-	-	-
<b>(c)</b>	Institutions	-	-	-	-
<b>(d)</b>	Qualified Foreign Investor	-	-	-	-
<b>(e)</b>	Any Other (specify)	-	-	-	-
	<b>Sub-Total (A)(2)</b>	<b>21,760</b>	<b>0.00</b>	<b>21,760</b>	<b>0.00</b>
	<b>Total holding of Promoter and Promoter Group (A) = (A)(1) + (A)(2)</b>	<b>957,982,344</b>	<b>39.38</b>	<b>957,982,344</b>	<b>39.38</b>
<b>(B)</b>	<b>Public Shareholding</b>				
<b>(1)</b>	<b>Institutions</b>				
<b>(a)</b>	Mutual Fund/UTI	58,735,630	2.41	58,735,630	2.41
<b>(b)</b>	Financial Institutions/Banks	5,664,411	0.23	5,664,411	0.23
<b>(c)</b>	Central/State Government(s)	-	-	-	-
<b>(d)</b>	Venture Capital Funds	-	-	-	-



Sr. no.	Description	Pre-merger shareholding		Post-merger shareholding	
		No. of equity shares	% of total No. of equity shares	No. of equity shares	% of total No. of equity shares
(e)	Insurance Companies	112,040,405	4.61	112,040,405	4.61
(f)	Foreign Institutional Investors	754,468,117	31.02	754,468,117	31.02
(g)	Foreign Venture Cap. Investor	-	-	-	-
(h)	Qualified Foreign Investor	-	-	-	-
(i)	Any Other (specify)	-	-	-	-
	<b>Sub-Total (B)(1)</b>	<b>930,908,563</b>	<b>38.27</b>	<b>930,908,563</b>	<b>38.27</b>
(2)	<b>Non Institutions</b>				
(a)	Bodies Corporate	104,587,617	4.30	104,587,617	4.30
(b)	Individuals				
	i) Holding nominal share capital upto Rs. 1 lakh	361,620,276	14.87	361,620,276	14.87
	ii) Holding nominal share capital in excess of Rs. 1 lakh	42,295,930	1.74	42,295,930	1.74
(c)	Qualified Foreign Investor	-	-	-	-
(d)	Any Other (specify)				
	i) Non Resident Indians	16,397,572	0.67	16,397,572	0.67
	ii) Trusts	9,328,821	0.38	9,328,821	0.38
	iii) OCB	176,250	0.01	176,250	0.01
	iv) Foreign Body Corporate	4,483,243	0.18	4,483,243	0.18
	v) Clearing Members & in transit	4,676,359	0.19	4,676,359	0.19
	<b>Sub-Total(B)(2)</b>	<b>543,566,068</b>	<b>22.35</b>	<b>543,566,068</b>	<b>22.35</b>
	<b>Total Public shareholding (B)= (B)(1)+(B)(2)</b>	<b>1,474,474,631</b>	<b>60.62</b>	<b>1,474,474,631</b>	<b>60.62</b>
	<b>TOTAL (A)+(B)</b>	<b>2,432,456,975</b>	<b>100.00</b>	<b>2,432,456,975</b>	<b>100.00</b>
(C)	Shares held by Custodians and against which Depository Receipts have been issued	-	-	-	-
	<b>GRAND TOTAL (A)+(B)+(C)</b>	<b>2,432,456,975</b>	<b>100.00</b>	<b>2,432,456,975</b>	<b>100.00</b>

12. The shareholding pattern of the Transferee Company as on 31<sup>st</sup> March, 2015 is as under:

Sr. no.	Description	Pre-merger shareholding		Post-merger shareholding	
		No. of equity shares	% of total No. of equity shares	No. of equity shares	% of total No. of equity shares
<b>(A)</b>	<b>Promoter and Promoter Group</b>				
<b>(1)</b>	<b>Indian</b>				
<b>(a)</b>	Individuals/H.U.F	77,009	0.03	77,009	0.03
<b>(b)</b>	Central/State Government(s)	-	-	-	-
<b>(c)</b>	Bodies Corporate	169,200,865	61.66	169,200,865	61.66
<b>(d)</b>	Financial Institutions/Banks	-	-	-	-
<b>(e)</b>	Any Other (specify)	-	-	-	-
	<b>Sub-Total (A)(1)</b>	<b>169,277,874</b>	<b>61.69</b>	<b>169,277,874</b>	<b>61.69</b>
<b>(2)</b>	<b>Foreign</b>				
<b>(a)</b>	Individual (Non Resident Individuals/ Foreign Individuals)	-	-	-	-
<b>(b)</b>	Bodies Corporate	-	-	-	-
<b>(c)</b>	Institutions	-	-	-	-
<b>(d)</b>	Qualified Foreign Investor	-	-	-	-
<b>(e)</b>	Any Other (specify)	-	-	-	-
	<b>Sub-Total (A)(2)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Total holding of Promoter and Promoter Group (A) = (A)(1) + (A)(2)</b>	<b>169,277,874</b>	<b>61.69</b>	<b>169,277,874</b>	<b>61.69</b>
<b>(B)</b>	<b>Public Shareholding</b>				
<b>(1)</b>	<b>Institutions</b>				
<b>(a)</b>	Mutual Fund/UTI	7,854,839	2.85	7,854,839	2.85
<b>(b)</b>	Financial Institutions/Banks	370,754	0.14	370,754	0.14
<b>(c)</b>	Central/State Government(s)	126,436	0.05	126,436	0.05
<b>(d)</b>	Venture Capital Funds	-	-	-	-
<b>(e)</b>	Insurance Companies	7,736,600	2.82	7,736,600	2.82
<b>(f)</b>	Foreign Institutional Investors	53,003,787	19.32	53,003,787	19.32
<b>(g)</b>	Foreign Venture Cap. Investor	-	-	-	-
<b>(h)</b>	Qualified Foreign Investor	-	-	-	-
<b>(i)</b>	Any Other (specify)	-	-	-	-
	<b>Sub-Total (B)(1)</b>	<b>69,092,416</b>	<b>25.18</b>	<b>69,092,416</b>	<b>25.18</b>

Sr. no.	Description	Pre-merger shareholding		Post-merger shareholding	
		No. of equity shares	% of total No. of equity shares	No. of equity shares	% of total No. of equity shares
<b>(2)</b>	<b>Non Institutions</b>				
<b>(a)</b>	Bodies Corporate	12,777,123	4.66	12,777,123	4.66
<b>(b)</b>	Individuals				
	i) Holding nominal share capital upto Rs. 1 lakh	16,028,397	5.83	16,028,397	5.83
	ii) Holding nominal share capital in excess of Rs. 1 lakh	137,060	0.05	137,060	0.05
<b>(c)</b>	Qualified Foreign Investor	-	-	-	-
<b>(d)</b>	Any Other(specify)				
	Non Resident (REP)	437,745	0.16	437,745	0.16
	Non Resident (Non-REP)	289,891	0.11	289,891	0.11
	Non Domestic Cos./OCB	1,499,116	0.55	1,499,116	0.55
	Foreign Nationals	50,994	0.02	50,994	0.02
	Foreign Financial Banks	200	0.00	200	0.00
	<b>Sub-Total (B)(2)</b>	<b>31,220,526</b>	<b>11.38</b>	<b>31,220,526</b>	<b>11.38</b>
	<b>Total Public shareholding (B)=(B)(1)+(B)(2)</b>	<b>100,312,942</b>	<b>36.56</b>	<b>100,312,942</b>	<b>36.56</b>
	<b>TOTAL (A)+(B)</b>	<b>269,590,816</b>	<b>98.25</b>	<b>269,590,816</b>	<b>98.25</b>
<b>(C)</b>	<b>Shares held by Custodians and against which Depository Receipts have been issued</b>				
1	Promoter and Promoter Group	2,744,168	1.00	2,744,168	1.00
2	Public	2,069,643	0.75	2,069,643	0.75
	<b>GRAND TOTAL (A)+(B)+( C)</b>	<b>274,404,627</b>	<b>100.00</b>	<b>274,404,627</b>	<b>100.00</b>

13. Post arrangement, the authorised, issued, subscribed and paid-up share capital of the Transferee Company will be as follows:

Authorised Capital	Amount in Rs.
Comprising 27,99,00,000 equity shares of Rs. 10/- each	2,79,90,00,000
Comprising 1,00,000 cumulative redeemable preference shares of Rs. 10/- each	10,00,000
<b>Issued, Subscribed and Paid-Up Capital</b>	
Comprising 27,44,04,627 equity shares of Rs. 10/- each	2,74,40,46,270
Comprising 1,00,000 cumulative redeemable preference shares of Rs. 10/- each	10,00,000

14. The relevant clauses of the Scheme of Arrangement as extracted from the Scheme are quoted herein below:
- (c) **“Appointed Date”** shall be the Effective Date as defined hereinafter in the Scheme;
  - (e) **“Business”** means part of the Transferor Company’s entire cement business viz. the business and operations (including power plants) conducted from its units at Bela and Sidhi in the state of Madhya Pradesh, India including its assets (including goodwill but excluding Non Moving Inventory, fiscal incentive receivables and any deposits made under protest against any liability, debtors, non recoverable loans or advances in the books of the Business), liabilities, books and records including in electronic form, as more particularly described in **Schedule I** hereto. It is clarified that (i) no liability including contingent liability disclosed in the balance sheet of the Business on the Closing Date provided to the Transferee Company, other than those included in the Financial Indebtedness and Net Working Capital or guarantees listed in **Schedule IV** or any similar instruments by whatsoever name, shall be acquired by the Transferee Company and be included in the Business. It is clarified that any capital commitment towards purchase of land, whether fully paid or committed, made by the Transferor Company at the request of the Transferee Company, upto the Closing Date, shall not be included in the Financial Indebtedness and shall be paid by the Transferee Company; (ii) the Excluded Employees shall not form part of the Business; and (iii) assets or liabilities, whether long term or short term, and employees in relation to the marketing function/network of the Transferor Company including a) all finished goods inventory other than those present at the plant sites; b) cement bags; c) debtors; d) security deposit from sales promoters cum clearing and forwarding agents, stockists, transporters, consignee agents; etc. e) liabilities of any nature including salary, commissions, incentives, freight, etc. payable to the marketing employees, sales promoters cum clearing and forwarding agents, stockists, transporters, consignee agents, etc; f) assets relating to marketing employees including advances, incentives, etc; g) rent deposits and/or liability for warehouses, godowns, offices, etc., shall not form part of the Business and shall be retained by the Transferor Company;
  - (p) **“Effective Date”** means the date on which the Scheme becomes effective in accordance with its terms, which shall be the Closing Date;
  - (z) **“Holdback Amount”** means Rupees Thirty Five crores (Rs. 35,00,00,000);
  - (dd) **“NCDs”** means a total of Ninety Thousand Seven Hundred and Fifty Eight (90,758) unsecured non-convertible redeemable debentures of the Transferee Company, having a face value of Rupees Five Lakh (Rs. 5,00,000) each and
  - (oo) **“RPSs”** means a total of One Lakh (1,00,000) non-convertible cumulative redeemable preference shares of the Transferee Company, having a face value of Rs. Ten (10) each and having the terms as set out in **Schedule III** of this Scheme.

#### 9. **PRE CLOSING VERIFICATION:**

- (a) Transferor Company deliverables

The Transferor Company agrees and undertakes to deliver to the Transferee Company within (X) seven (7) days in case of (v) below and (Y) Twelve (12) days for (i) to (iv) and (vi) of the later of (i) the receipt of the last High Court order; (ii) the date of grant of approval under the Competition Act, 2002 and the Combination Regulations; (iii) approval of the SEBI in terms of the SEBI Circulars; and (iv) issue of CP Satisfaction Certificate (as defined in the Implementation Agreement) by the Transferee Company and the Transferor Company in accordance with Clause 7.6 of the Implementation Agreement confirming the fulfillment or waiver of the Conditions Precedent (as defined in the Implementation Agreement), the following:

- (i) a statement of the estimated Net Working Capital as of the Closing Date;
- (ii) a statement of the estimated Financial Indebtedness as of the Closing Date;
- (iii) the fixed asset register, as of the Closing Date;

- (iv) *the unaudited estimated balance sheet as of the Closing Date and the profit and loss account for the period from the commencement of the financial year in which the Closing shall take place to the Closing Date, in each case of the Business;*
- (v) *the audited balance sheet of the Business (audited by the Transferor Company's auditors) as on the last day of the month preceding the month of the date which is later of (i) the receipt of the last High Court order; (ii) the date of grant of approval under the Competition Act, 2002 and the Combination Regulations; (iii) approval of the SEBI in terms of the SEBI Circulars; and (iv) fulfillment or waiver by the Transferee Company and the Transferor Company of all the applicable Conditions Precedent (as defined in the Implementation Agreement) and the issue of respective CP Satisfaction Certificates (as defined in the Implementation Agreement) in accordance with Clause 7.6 of the Implementation Agreement; and*
- (vi) *the letters from the lenders whose loans are forming part of the Financial Indebtedness having any Encumbrance over the Business confirming the amounts (including principal, interest and other charges, if any) that will be due to them as of the Closing Date and that on receipt of such amounts, any Encumbrance that they may have over the Business or any part thereof will be unconditionally and irrevocably released within a period of thirty (30) days from the Closing Date.*

*All financial statements referred to above shall be prepared on the basis of the erstwhile Schedule VI to the Act and GAAP, as existing prior to April 1, 2011, per notification No. S.O. 447 (E) dated February 28, 2011, issued by the Ministry of Corporate Affairs.*

- (b) *Inspection by the Transferee Company*
  - (i) *Within two (2) days of the receipt of the above statements, the Transferee Company, through its Representatives, shall be entitled to conduct a limited review of the financial statements to confirm the Net Working Capital and the Financial Indebtedness as per the statements provided under Clause 9(a). The Transferor Company undertakes and agrees to provide such information, assistance and access to its books and records to the Transferee Company and its Representatives as may be necessary for the purposes of carrying out the said limited review.*
  - (ii) *Only in the event the Transferee Company determines, based on its limited review and the information and documents provided by the Transferor Company that the Transferor Company will be able to ensure that the Net Working Capital and the Financial Indebtedness will be equal on an aggregate basis, or on a net basis, as may be applicable, to the sum mentioned in Clause 10(f)(iii) on the Closing Date, the Transferor Company and the Transferee Company shall proceed to Closing. If the Transferee Company determines that the Transferor Company will not be able to so ensure, the Transferee Company shall give a notice to the Transferor Company to explain within 7 (seven) days of the receipt of the same as to how it will be able to ensure that the Net Working Capital and the Financial Indebtedness will be equal on an aggregate basis, or on a net basis, as may be applicable, to the sum mentioned in Clause 10(f)(iii) on the Closing Date.*

## **10. CLOSING:**

- (a) *Closing shall take place on a date mutually agreed between the Transferor Company and the Transferee Company but shall not be later than thirty (30) days from the later of (i) the date of the receipt of the last High Court Order (or High Courts orders for condonation of delay in filing form INC - 28, if applicable); (ii) date of approval granted by SEBI in terms of the SEBI Circulars; and (iii) date of the grant of approval under the Competition Act, 2002 and the Combination Regulations and (iv) issue of CP Satisfaction Certificate (as defined in the Implementation Agreement) by the Transferee Company and the Transferor Company in accordance with Clause 7.6 of the Implementation Agreement confirming the fulfillment or waiver of the Conditions Precedent (the "**Closing Date**"), subject to the Transferor Company fulfilling its*

obligations under Clauses 6.1, 6.2, 6.5, 7.2.6 and 7.7 of the Implementation Agreement. It is clarified that the Transferor Company's obligations under Clause 6.1 and 6.2 of the Implementation Agreement for the purpose of this Clause 10(a) shall be for a period from the date of CP Satisfaction Certificate (as defined in the Implementation Agreement) till the Closing Date. If such date falls upon a day which is not a Business Day, the Closing Date shall be the preceding Business Day. The process for Closing, including filing of all necessary certified copies of High Court Orders under Sections 391 to 394 of the Act with the respective ROCs, shall be implemented in the manner mutually agreed between the Transferor Company and the Transferee Company.

(b) The transfer of the Business from the Transferor Company and its transfer to and vesting with the Transferee Company shall be deemed to be complete and absolute with effect from the Closing Date.

(c) Issue of the Securities

(i) On the Closing Date:

A. The Transferee Company shall issue the RPSs to the Transferor Company;

B. the Transferee Company shall issue NCDs to the Transferor; out of which NCDs of the face value equal to the Holdback Amount (the "**Escrow NCDs**") shall be issued to the joint account of the Transferor and the Escrow Agent in terms of the Escrow Agreement. Such Escrow NCDs shall be transferred to the Transferor Company in terms of Clause 11(b).

(ii) The RPSs to be issued to the Transferor Company shall be subject to the memorandum of association and articles of association of the Transferee Company.

(iii) The Securities to be issued pursuant to the Scheme shall be issued in dematerialized form by the Transferee Company.

(iv) It is clarified that for the purposes of this Clause 10(c), the consent of the shareholders of the Transferee Company to this Scheme shall be sufficient for the purposes of issuing the Securities, and shall be deemed to include consent under any other provisions of the Act that may be applicable and no further resolution under any provision of the Act including Section 42, Section 71, would be required separately.

(d) Alteration of the memorandum and articles of association of the Transferee Company

(i) Upon coming into effect of the Scheme, the authorised share capital of the Transferee Company shall be automatically altered to provide for the RPSs to be issued in terms of Clause 10(c) above, without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to the RoC.

(ii) The capital clause of the Memorandum of Association and the Articles of Association of the Transferee Company shall, as a part of and, upon the coming into effect of this Scheme and without any further act or deed, be replaced by the following clause:

**MEMORANDUM OF ASSOCIATION**

"V. The authorized share capital of the Company is Rs. 280,00,00,000/- (Rupees Two Hundred and Eighty Crores only) divided into 27,99,00,000 equity shares of Rs. 10/- (Rupees Ten only) each aggregating to Rs. 279,90,00,000/- and 1,00,000 cumulative redeemable preference shares of Rs. 10/- aggregating to Rs. 10,00,000/-, 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 and attach thereto respectively such preferential, deferred, qualified or special rights, privileges and conditions 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**

*“2. The authorized share capital of the Company is Rs. 280,00,00,000/- (Rupees Two Hundred and Eighty Crores only) divided into 27,99,00,000 equity shares of Rs. 10/- (Rupees Ten only) each aggregating to Rs. 279,90,00,000/- and 1,00,000 cumulative redeemable preference shares of Rs. 10/- aggregating to Rs. 10,00,000/-, 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 and to attach thereto respectively any preferential, qualified or special rights, privileges or conditions, in accordance with the provisions of the Act and these Articles.”*

- (iii) *It is clarified that for the purposes of this Clause 10(d), the consent of the shareholders of the Transferee Company to this Scheme shall be sufficient for the purposes of effecting the above amendment in the authorised share capital of the Transferee Company, and shall be deemed to include consent under any other provisions of the Act that may be applicable and no further resolution under any provision of the Act including Section 13, Section 14, Section 61 would be separately required.*
- (e) *The Transferee Company undertakes that:*
- (i) *All refunds of Tax and levies relating to the Business not forming a part of the Net Working Capital as on the Closing Date, which relate to the period prior to the Closing Date and have been received by the Transferee Company shall always belong to the Transferor Company and the Transferee Company shall immediately notify in writing to the Transferor Company of such refund and provide such information as the Transferor Company may reasonably require and shall reimburse the amount so received to the Transferor Company (net of Taxes and reasonable costs of recovery, if any) within 7 (seven) days of such refund;*
- (ii) *Any fiscal benefit/ incentive in respect of the Business which relate to the period prior to the Closing Date, whether or not due or claimed, including without limitation any fiscal incentive being refund of MP VAT and CST:*
- (X) *for Bela unit including under Udhog Samvardhan Sahayata Scheme;*
- (Y) *for Sidhi Unit including under Udhog Samvardhan Sahayata Scheme for Line 1 and Line 2; that have been received by the Transferee Company shall always belong to the Transferor Company and the Transferee Company shall immediately notify in writing to the Transferor Company of such receipt and provide such information as the Transferor Company may reasonably require and shall reimburse the amounts so received (net of Taxes and reasonable costs of recovery, if any) to the Transferor Company within seven (7) days of such refund;*
- (iii) *The recovery of any receivable, which has not been considered for the calculation of the Net Working Capital, which relates to the period prior to the Closing Date but has been recovered after the Closing Date by the Transferee Company, shall belong to the Transferor Company and the Transferee Company shall immediately notify in writing to the Transferor Company of such recovery and provide such information as the Transferor Company may reasonably require and the Transferee Company shall reimburse the amounts so recovered to the Transferor Company (net of Taxes and reasonable costs of recovery, if any) within 7 (seven) days of such recovery.*
- (f) *The Transferor Company undertakes that:*
- (i) *all payments relating to the Business, which were known to the Transferor Company and relate to the period prior to the Closing Date and did not form a part of the final Net Working Capital or the Financial Indebtedness must be paid by the Transferor Company; but in the event it is paid by or recovered from the Transferee Company, the same shall be promptly paid or reimbursed by the Transferor Company to the Transferee Company within 7 (seven) days of any payment made by*

*the Transferee Company in this regard. It is clarified that any capital commitment towards purchase of land, whether fully paid or committed, made by the Transferor Company at the request of the Transferee Company, upto the Closing Date, shall not be included in the Financial Indebtedness and shall be paid by the Transferee Company;*

- (ii) it is clarified that even after the Closing Date (X) if the Transferor Company receives or realizes any monies pertaining to the Business which formed part of the Net Working Capital at Closing, the Transferor Company shall within 7 (seven) Business Days from the date of such receipt or realization remit such monies to the Transferee Company; and (Y) if the Transferee Company receives or realizes any monies pertaining to the Business for a period prior to the Closing and which did not form part of the Net Working Capital at Closing, including refund of deposits made under protest in relation to a contingent liability, the Transferee Company shall within 7 (seven) Business Days from the date of such receipt or realization remit such monies to the Transferor Company;*
  - (iii) on the Closing Date, (i) the amount of the Financial Indebtedness shall be Rupees Six Hundred Twenty Six Crores and Fifty Lakhs only (Rs. 626,50,00,000); and (ii) the amount of the Net Working Capital shall be (negative) Rupees One Hundred Sixty Crores and Fifty Lakhs (Rs. 160,50,00,000), on an aggregate basis, or on a net basis, as may be applicable;*
- (g) The Transferor Company shall provide to the Transferee Company the financial statements of the Business:*
- (i) as of December 31, 2014, on or prior to the approval of the Scheme by the board of the Transferor Company;*
  - (ii) as of March 31, 2015 and June 30, 2015, within ten (10) days from the end of each calendar quarter; and*
  - (iii) as of the end of each month thereafter till the time the Closing Date is determined, within ten (10) days from the end of every month.*

*The Transferee Company shall be entitled to appoint one of the Big Four to audit the financial statements of the Business as provided above for determining the Financial Indebtedness and the Net Working Capital as per the provisions of the Scheme. The Transferor Company shall provide such information, assistance and access to its books and records to such auditor as may be necessary for the purposes of carrying out the said audit. The cost of the audits shall be borne by the Transferee Company.*

- (h) From the date of determination of the Closing Date as contemplated in Clause 10(a), the Transferor Company shall be entitled to designate a team for observing the Business and the Transferor Company covenants and undertakes that it shall provide such observers reasonable access to all elements of the Business including particularly the plants, its operations, marketing, procurement, books, records and employees.*
- (i) Notwithstanding anything to the contrary contained in this Scheme, the Transferor Company undertakes to promptly pay or reimburse the Transferee Company for any payments made in respect of the Business pursuant to orders issued under the Competition Act, 2002, which relate to the period prior to the Closing Date. Provided however, the Transferee Company shall not pay or settle any amount pursuant to orders issued under the Competition Act, 2002 as mentioned above if (X) the Transferor Company, at its own cost and counsel of its own choice, contests the said order and the final non-appealable order of payment or any part thereof (including deposits required to contest such orders) has not been made by the highest Relevant Authority of appellate jurisdiction under the Competition Act, 2002. Provided, without the consent of the Transferee Company, the Transferor Company shall not give any undertaking on behalf of the Transferee Company or seek from the Transferee Company any such undertaking, which is detrimental to the economic interest of the Business or (Y) the Transferor Company has not given its written consent to the aforesaid payments. The Transferee Company further undertakes to provide necessary cooperation to the Transferor Company to enable the Transferor Company to contest the order as aforesaid. For the avoidance of doubt, if the Transferor Company does not do (X) or (Y) above*



within a reasonable time (in case where the time limit for an appeal is 60 (sixty) days, the reasonable time shall be 30 (thirty) days), which in case of (X) shall mean the Transferor Company's confirmation that it will contest such order, the Transferee Company shall be entitled to deal with the matter as it deems fit, without prejudice to its rights under this Clause. It is clarified that whenever any notice in respect of any proceedings under the Competition Act, 2002 is received or any decision is required to be made in respect of appeals filed/to be filed under the Competition Act, 2002, the Transferee Company shall promptly notify the Transferor Company of such proceedings and the Transferor Company shall have a right, but not an obligation, at its expense to participate in the defence, negotiation or settlement of such proceedings through a counsel of its choice and in such a case both the Transferor Company and the Transferee Company shall brief only such counsel and also decide on the filing of the appeal and the conduct thereof in accordance with the provisions herein. The Transferor Company and the Transferee Company shall cooperate with each other in the defence, negotiation or settlement of such proceedings and the appeals arising therefrom. It is further clarified that in the event the Transferor Company agrees to settle the case and intimates the same to the Transferee Company in writing, the Transferee Company shall at its own expenses, still have a right to contest the case, however, the Transferee Company shall in such case be liable for any liability including legal fees and expense beyond the amount which would have been required to be paid if the Transferor Company would have settled the case as aforesaid.

- (j) Further in relation to the appeals under the Competition Act, 2002, the Transferee Company and the Transferor Company shall co-operate and exchange information in relation to the Business for the purpose of defence, negotiation and settlement through their counsel only and only for the period prior to the Closing Date. For the avoidance of doubt, no commercially sensitive or confidential information should be exchanged between the Transferee Company and the Transferor Company relating to their respective businesses (however, on or after the Closing Date, the Transferee Company shall be entitled to obtain all information pertaining to the Business which relates even prior to the Closing Date once the CCI grants approval for the transfer of the Business.)

## 11. POST CLOSING VERIFICATIONS:

### (a) Determination of the final financial statements

- (i) Within seven (7) Business Days following Closing, the Transferor Company shall provide unaudited financial statements of the Business, as of the Closing Date, to the Transferee Company.
- (ii) Within thirty (30) Business Days following Closing, the Transferee Company and the Transferor Company shall endeavour to agree to finalise the financial statements of the Business as of the Closing Date, determined in accordance with the GAAP as consistently applied by the Transferor Company (the "**Closing Balance Sheet**") and actual amounts of the Financial Indebtedness and the Net Working Capital as on the Closing Date.
- (iii) In the event, the Transferor Company and the Transferee Company are unable to agree on the Closing Balance Sheet and are unable to agree on the Financial Indebtedness and the Net Working Capital as on the Closing Date within the aforesaid period, they shall have a period of ten (10) Business Days to agree to the appointment of either EY or KPMG or their respective Indian affiliates (the "**Valuer**") to determine the Financial Indebtedness and the Net Working Capital as on the Closing Date and prepare the Closing Balance Sheet. In the event that the Transferor Company and the Transferee Company are unable to agree on the appointment of EY or KPMG or their respective Indian affiliates as the Valuer within the said period of ten (10) Business Days, the Transferor Company and the Transferee Company shall appoint KPMG for this purpose and KPMG or its Indian affiliates shall be regarded as the Valuer. The Transferor Company and the Transferee Company shall provide to the Valuer all information, documents, clarifications and assistance required to enable it to promptly determine the Financial Indebtedness and the Net Working Capital and prepare the Closing Balance Sheet.

- (iv) *The Valuer shall provide to the Transferor Company and the Transferee Company the Closing Balance Sheet and a statement of the Financial Indebtedness and the Net Working Capital within thirty (30) days of its appointment. The costs of appointment of the Valuer shall be shared equally by the Transferor Company and the Transferee Company. The Closing Balance Sheet and the statement of the Financial Indebtedness and the Net Working Capital shall, in the absence of any manifest error, be final, binding and conclusive on the Transferor Company and the Transferee Company.*

*All financial statements referred to in this Clause 11(a) shall be prepared on the basis of the erstwhile Schedule VI to the Act, as existing prior to April 1, 2011, per notification No. S.O. 447 (E) dated February 28, 2011, issued by the Ministry of Corporate Affairs, Government of India.*

- (b) Release of Escrow NCDs or escrow amount

*Within one (1) Business Day of the determination of the actual amounts of the Financial Indebtedness and the Net Working Capital (the “**Post Closing Date**”), the Escrow Agent shall transfer the Escrow NCDs or the escrow amount, as the case may be, to the Transferor Company in terms of the Escrow Agreement. In the event, on the Closing Date, (a) the actual amount of the Financial Indebtedness is higher than the amount of the Financial Indebtedness mentioned in Clause 10(f)(iii), or (b) the actual amount of the Net Working Capital is lower than the amount of the Net Working Capital mentioned in Clause 10(f)(iii), the Transferor Company shall make good the difference on an aggregate basis, or on a net basis, as may be applicable, to the Transferee Company on the Post Closing Date without any demur, delay, or protest of any manner whatsoever.*

## **19. CONDITIONALITY OF THE SCHEME:**

*The transfer of the Business to the Transferee Company shall require the following regulatory approvals from the Relevant Authorities (“**Regulatory Approvals**”):*

- (a) *approval of the Scheme by the shareholders and/or creditors of both the Transferor Company and the Transferee Company, in accordance with Sections 391-394 and all other relevant provisions of the Act;*
- (b) *the Scheme being approved by the Stock Exchanges, pursuant to Clause 24(f) of the Listing Agreement;*
- (c) *approval of the Scheme by SEBI in terms of the SEBI Circulars;*
- (d) *the Scheme being sanctioned by the High Courts in terms of Sections 391 to 394 and all other relevant provisions of the Act;*
- (e) *the occurrence of the first of any of the following, if applicable: pursuant to the provisions of the Competition Act, 2002 of India and the rules and regulations thereunder including the Competition Commission of India (Procedure in regard to the transaction of business relating to combinations) Regulations, 2011 (“**Combination Regulations**”), the CCI having either (i) granted approval to the transaction contemplated in the Scheme in the form and substance reasonably acceptable to the Transferor Company and the Transferee Company; or (ii) been deemed to have granted approval to the transaction contemplated in the Scheme. The Transferor Company and the Transferee Company agree that in the event the CCI does not approve the transaction contemplated in the Scheme pursuant to the Competition Act, 2002 and the Combination Regulations or approves the transaction contemplated in the Scheme on conditions that are not satisfactory to the Transferee Company by reason of its having a potential material financial impact, the Transferee Company shall have the right, at its sole discretion, to appeal to the Competition Appellate Tribunal against such non-approval or the conditions that are not satisfactory to the Transferee Company by reason of its having a potential material financial impact, within the Long Stop Date. If the Transferee Company desires to exercise the said right, it shall inform the Transferor Company within seven (7) Business Days of its decision to so appeal and shall file the appeal within the period allowed for such appeal. Any appeal against the decision of the Competition Appellate Tribunal shall require the consent of the Transferor Company and the Transferee Company. It is further clarified that unless mutually agreed between the Transferor Company and the Transferee Company, the Long Stop Date does not get extended if the appeal is not decided within Long Stop Date.”*

**You are requested to read the entire text of the Scheme of Arrangement to get fully acquainted with the provisions thereof. The aforesaid are only some of the salient features thereof.**

15. None of the promoters, directors, key managerial personnel and their relatives of the Transferee Company have any material interest, direct or indirect, in the Scheme of Arrangement.
16. The details of the present directors of the Transferee Company and their shareholding in the Transferor Company and the Transferee Company either singly or jointly or as nominee are as under:

<b>Sr. No.</b>	<b>Name of the Director</b>	<b>Equity shares in Transferor Company</b>	<b>Equity shares in Transferee Company</b>
1	Mr. Kumar Mangalam Birla	-	14,065
2	Mrs. Rajashree Birla	-	41,701
3	Mr. Arun Adhikari	-	-
4	Mr. R. C. Bhargava	-	129
5	Mr. G. M. Dave	-	-
6	Mr. Rajiv Dube	-	-
7	Mr. Adesh Gupta	-	619
8	Mrs. Sukanya Kripalu	-	-
9	Mr. S. B. Mathur	-	57
10	Mrs. Renuka Ramnath	-	-
11	Mr. S. Rajgopal	-	-
12	Mr. D. D. Rathi	-	2,515
13	Mr. O. P. Puranmalka	-	8,089
14	Mr. Dilip Gaur	-	-

17. The details of the present directors of the Transferor Company and their shareholding in the Transferor Company and the Transferee Company either singly or jointly or as a nominee are as under:

<b>Sr. No.</b>	<b>Name of the Director</b>	<b>Equity shares in Transferor Company</b>	<b>Equity shares in Transferee Company</b>
1	Mr. Manoj Gaur	175,900	42
2	Mr. Sunil Kumar Sharma	1,501	2
3	Mr. Sarat Kumar Jain	2,048,016	160
4	Mr. S. C. Rathi	-	-
5	Mr. Raj Narain Bhardwaj	-	-
6	Mr. Subhash Chandra Bhargava	21,000	-
7	Mr. Basant Kumar Goswami	5,000	18
8	Ms. Homai A. Daruwalla	-	20

Sr. No.	Name of the Director	Equity shares in Transferor Company	Equity shares in Transferee Company
9	Mr. K. N. Bhandari	-	-
10	Mr. S. C. K. Patne	-	-
11	Mr. Chandra Prakash Jain	375	-
12	Mr. K. P. Rau	-	-
13	Mr. T. R. Kakkar	-	-
14	Mr. Sunny Gaur	238,045	2
15	Mr. Pankaj Gaur	156,750	-
16	Mr. Ranvijay Singh	3,043,015	-
17	Mr. Rahul Kumar	150,750	2
18	Mr. Shiva Dixit	124,632	-

18. The Transferee Company has obtained the approval to the Scheme of Arrangement in terms of Clause 24(f) of the Listing Agreement from the NSE and BSE by their letters dated 17<sup>th</sup> March, 2015.
19. The Scheme of Arrangement along with related documents was hosted on the websites of the Transferee Company, NSE and BSE and was open for complaints/comments for a period of 21 (twenty one) days from 31<sup>st</sup> January, 2015 to 20<sup>th</sup> February, 2015. During the above period the Transferee Company has not received any complaint/comment and accordingly a Nil complaints report was filed with the respective Stock Exchanges on 21<sup>st</sup> February, 2015.
20. The financial position of the Transferee Company will not be adversely affected by the Scheme of Arrangement. Further, the rights and interests of the creditors of the Transferee Company will not be prejudicially affected by the Scheme of Arrangement as the Transferee Company on the effectiveness of the Scheme of Arrangement, would be able to meet its liabilities as they arise in the ordinary course of business. Further, the rights and interests of the shareholders of the Transferee Company will not be prejudicially affected by the Scheme of Arrangement.
21. No investigation proceedings are pending under Sections 210, 214, 215, 216, 217, 219, 220, 223, 224 and 225 of the Companies Act, 2013 and Sections 237, 250, 250A and 251 of the Companies Act, 1956 in respect of the Transferee Company.
22. The following proceedings are pending under the provisions of Monopolies and Restrictive Trade Practices Act, 1969 and the Competition Act, 2002:
  - (i) Special Leave Petition filed before the Hon'ble Supreme Court by the Transferee Company against the order of the MRTP Commission in RTP Enquiry No. 99 of 1990 – DGI&R vs. Cement Manufacturer's Association and 44 others.
  - (ii) Special Leave Petition filed before Hon'ble Supreme Court by the Transferee Company against the order of the MRTP Commission in RTP Enquiry No. 21 of 2001.
  - (iii) RTP enquiry No. 32 of 2006 before Hon'ble MRTP Commission now transferred to the Hon'ble Competition Appellate Tribunal ("COMPAT").
  - (iv) RTP enquiry No. 15 of 2007 Director General (I&R) vs. Binani Industries Limited & others before Hon'ble MRTP Commission now transferred to the COMPAT.

- (v) The Hon'ble Competition Commission of India ("CCI") passed an order dated 20<sup>th</sup> June, 2012 imposing penalties, amongst others, on the Transferee Company. The order imposing penalty has been stayed by the COMPAT on the Transferee Company depositing 10% of the amount of the penalty as directed by the COMPAT.
  - (vi) CCI passed an order dated 31<sup>st</sup> July, 2012 in RTP No. 52 of 2006. An appeal has been filed by the Transferee Company before the COMPAT.
  - (vii) Case No. 5/2013 - The Government of Haryana has filed information with the CCI against seven cement companies including the Transferee Company on 1<sup>st</sup> August 2013 for alleged cartelisation in the tender submitted on 16<sup>th</sup> August 2012 to the State of Haryana under DGS & D supply. CCI had a preliminary meeting with the complainant and the alleged parties on 17<sup>th</sup> September, 2013 for forming prima facie opinion in the matter. CCI has passed order on 2<sup>nd</sup> January, 2014 directing the Director General to investigate the matter, which investigation is under progress by the DG.
23. To the knowledge of the Transferee Company, no winding-up proceedings have been filed or are pending against the Transferee Company under the Act.
24. In the event that the Scheme of Arrangement is withdrawn in accordance with its terms, the Scheme of Arrangement shall stand revoked, cancelled and be of no effect and null and void and the Transferee Company and the Transferor Company shall withdraw the Scheme of Arrangement.
25. Inspection of all documents referred to in this Explanatory Statement including the following documents may be done by the equity shareholders, secured creditors (including debentureholders) and unsecured creditors of the Transferee Company at the Registered Office of the Transferee Company between 11:00 am and 1:00 pm up to 5<sup>th</sup> June, 2015 on all days (except Saturdays, Sundays and public holidays):
- (a) Copy of the Order dated 18<sup>th</sup> April, 2015 of the Hon'ble High Court of Judicature at Bombay passed in Company Summons for Direction No. 296 of 2015 directing the convening of the meeting of the equity shareholders, secured creditors (including debentureholders) and unsecured creditors of the Transferee Company.
  - (b) Scheme of Arrangement.
  - (c) Implementation Agreement dated 23<sup>rd</sup> January, 2015 entered into between the Transferor Company and the Transferee Company.
  - (d) Memorandum and Articles of Association of the Transferee Company and the Transferor Company.
  - (e) The Audited Financial Statements of the Transferee Company for last three financial years ended 31<sup>st</sup> March, 2014; 2013 and 2012.
  - (f) The Audited Financial Statements of the Transferor Company for last three financial years ended 31<sup>st</sup> March, 2014; 2013 and 2012.
  - (g) Unaudited financial results of the Transferee Company for the quarter and nine months ended 31<sup>st</sup> December, 2014.
  - (h) Unaudited financial results of the Transferor Company for the quarter and nine months ended 31<sup>st</sup> December, 2014.
  - (i) Copies of the Observation Letters dated 17<sup>th</sup> March, 2015 received from the NSE and BSE.
  - (j) Copy of the Valuation Report dated 23<sup>rd</sup> January, 2015 from M/s. Bansi S. Mehta & Co., Chartered Accountants.

- (k) Copy of the Fairness Opinion dated 23<sup>rd</sup> January, 2015 from JM Financial Institutional Securities Limited.
- (l) Copy of the Audit Committee Report dated 23<sup>rd</sup> January, 2015.
- (m) Complaints Report dated 21<sup>st</sup> February, 2015 submitted by the Company to the BSE and NSE.

This statement may be treated as an Explanatory Statement under Section 393 of the Act. A copy of the Scheme of Arrangement, Explanatory Statement and Form of Proxy may be obtained from the registered office of the Transferee Company on all days (except Saturdays, Sundays and Public holidays).

Dated this 23<sup>rd</sup> day of April, 2015



Kumar Mangalam Birla  
Chairman appointed for the meeting

Registered office:  
2<sup>nd</sup> Floor, Ahura Centre,  
B-Wing, Mahakali Caves Road,  
Andheri (E), Mumbai - 400 093

**SCHEME OF ARRANGEMENT**  
**UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956**  
**BETWEEN**  
**ULTRATECH CEMENT LIMITED**  
**AND**  
**JAIPRAKASH ASSOCIATES LIMITED**  
**AND**  
**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

**I. INTRODUCTION:**

- (a) Jaiprakash Associates Limited is a public limited company incorporated under the Act, having its registered office at Sector 128, Noida, Uttar Pradesh, 201304 (“**Transferor Company**”). The Transferor Company is engaged, *inter alia*, in the business of manufacture and sale of cement and clinker. The equity shares of the Transferor Company are listed on the Stock Exchanges.
- (b) UltraTech Cement Limited is a public limited company incorporated under the Act, having its registered office at 2<sup>nd</sup> floor, Ahura Centre, B-Wing, Mahakali Caves Road, Andheri (E), Mumbai - 400093 (“**Transferee Company**”). The Transferee Company is primarily engaged in the business of manufacture and sale of various grades and types of cement, ready mix concrete and other cement related products. The equity shares of the Transferee Company are listed on the Stock Exchanges.
- (c) This Scheme provides for the transfer of the Business (as defined below) of the Transferor Company to and the vesting thereof in the Transferee Company on a slump exchange basis, in accordance with the terms of the Scheme and pursuant to the provisions of sections 391 to 394 of the Act and other relevant provisions of the Act and in exchange for which, the Securities (as defined below) will be issued by the Transferee Company to the Transferor Company.

**II. FACTS, RATIONALE AND BENEFITS:**

- (a) The Transferor Company and the Transferee Company have entered into an agreement dated January 23, 2015 (“**Implementation Agreement**”), pursuant to which it has been agreed to transfer the Business (as defined below) as a going concern on a slump exchange basis to the Transferee Company and in exchange for which, the Securities (as defined below) will be issued by the Transferee Company to the Transferor Company on the agreed terms and conditions as set out herein below and in the Implementation Agreement.
- (b) The transfer of the Business pursuant to this Scheme would *inter alia* result in the following benefits:
  - (i) In case of the Transferor Company:
    - (a) unlocking of value for the Transferor Company by transfer of part of its assets; and
    - (b) helping the Transferor Company in deleveraging its balance sheet, including reduction of debt and interest outgo as well as creation of value for the shareholders of the Transferor Company.
  - (ii) In case of the Transferee Company:
    - (a) Entry into one of the growing markets of India, viz. the Satna cluster in Madhya Pradesh which contributes to around ten percent (10%) of all India cement demand; and
    - (b) Creating value for shareholders by acquiring ready to use assets reducing time to markets, availability of land, mining leases, fly ash and railway infrastructure leading to logistical efficiency.

### III. PARTS OF THE SCHEME:

The Scheme is divided into the following parts:

- (a) Part I deals with the definitions and share capital of the Transferor Company and Transferee Company;
- (b) Part II deals with transfer of the Business from the Transferor Company and its vesting in the Transferee Company and matters incidental thereto; and
- (c) Part III deals with the general terms and conditions that would be applicable to the Scheme.

## PART – I

### DEFINITIONS AND SHARE CAPITAL

#### 1. DEFINITIONS:

1.1 In this Scheme, unless the context or meaning otherwise requires (i) terms defined in the Recitals and the introductory paragraphs above shall have the same meanings throughout this Scheme; and (ii) the following words and expressions, wherever used, (including in the Recitals and the introductory paragraphs above) shall have the following meanings:

- (a) “**Act**” means the Companies Act, 2013 (to the extent of the sections thereof that have been brought into force) and the Companies Act, 1956 (to the extent of the sections thereof that have not been repealed);
- (b) “**Affiliates**” means, in relation to either of the Transferor Company or the Transferee Company, any other Person that directly or indirectly through one (1) or more Person(s), Controls, is Controlled by, or is under common Control with, the Transferor Company or the Transferee Company as the case may be;
- (c) “**Appointed Date**” shall be the Effective Date as defined hereinafter in the Scheme;
- (d) “**Applicable Law(s)**” means (a) all applicable statutes, enactments, acts of legislature, laws, ordinances, rules, bye-laws, regulations, Listing Agreements, notifications, guidelines or policies of any Relevant Authority; and (b) administrative interpretations, writs, injunctions, directions, directives, judgments, arbitral awards, decree, orders or governmental approvals of, or agreements with, any Relevant Authority, as may be in force from time to time;
- (e) “**Business**” means part of the Transferor Company’s entire cement business viz. the business and operations (including power plants) conducted from its units at Bela and Sidhi in the state of Madhya Pradesh, India including its assets (including goodwill but excluding Non Moving Inventory, fiscal incentive receivables and any deposits made under protest against any liability, debtors, non recoverable loans or advances in the books of the Business), liabilities, books and records including in electronic form, as more particularly described in **Schedule I** hereto. It is clarified that (i) no liability including contingent liability disclosed in the balance sheet of the Business on the Closing Date provided to the Transferee Company, other than those included in the Financial Indebtedness and Net Working Capital or guarantees listed in **Schedule IV** or any similar instruments by whatsoever name, shall be acquired by the Transferee Company and be included in the Business. It is clarified that any capital commitment towards purchase of land, whether fully paid or committed, made by the Transferor Company at the request of the Transferee Company, upto the Closing Date, shall not be included in the Financial Indebtedness and shall be paid by the Transferee Company; (ii) the Excluded Employees shall not form part of the Business; and (iii) assets or liabilities, whether long term or short term, and employees in relation to the marketing function/network of the Transferor Company including a) all finished goods inventory other than those present at the plant sites; b) cement bags; c) debtors; d) security deposit from sales promoters cum clearing and forwarding agents, stockists, transporters, consignee agents; etc. e) liabilities of any nature including salary, commissions, incentives, freight, etc. payable to the marketing employees, sales promoters cum clearing and forwarding agents, stockists, transporters, consignee agents, etc; f) assets relating to marketing employees including advances, incentives, etc; g) rent deposits and/or liability for warehouses, godowns, offices, etc., shall not form part of the Business and shall be retained by the Transferor Company;



- (f) **“Big Four”** means KPMG, EY, Pricewaterhouse Coopers and Deloitte Touche Tohmatsu, and their local Indian affiliates;
- (g) **“Board”** or **“Board of Directors”** means the board of directors of the Transferor Company or the Transferee Company as the context may require and shall include a committee of such board duly constituted and authorized;
- (h) **“BSE”** means the BSE Limited;
- (i) **“Business Day”** means any day, other than a Saturday and Sunday, on which banks are generally open for business in Mumbai and Delhi, India;
- (j) **“CCI”** means the Competition Commission of India, as established under the Competition Act, 2002;
- (k) **“Closing”** means transfer of the Business from the Transferor Company and its vesting in the Transferee Company in terms of Clause 10;
- (l) **“Closing Balance Sheet”** shall have the meaning set forth in Clause 11(a)(ii);
- (m) **“Closing Date”** shall have the meaning set forth in Clause 10(a);
- (n) **“Combination Regulations”** shall have the meaning set forth in Clause 19(e);
- (o) **“Control”** means (A) in relation to a body corporate, (i) the beneficial ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities of that body corporate; or (ii) the ability to appoint a majority of the board of directors or equivalent of that body corporate; or (iii) the power to direct the management and policies of that body corporate, including through contractual arrangements or otherwise, and (B) in relation to any Person which is not a body corporate, the right or power to direct, whether directly or indirectly, the policy decisions of that Person; and the terms **“Controlled by”** and **“under common Control with”** shall be construed accordingly;
- (p) **“Effective Date”** means the date on which the Scheme becomes effective in accordance with its terms, which shall be the Closing Date;  
Reference in this Scheme to the date of “coming into effect of this Scheme” or the “Scheme becoming effective” or “effectiveness of the Scheme” shall mean the Effective Date;
- (q) **“Encumbrance”** means: (i) any mortgage, charge (*whether fixed or floating*), pledge, lien, hypothecation, assignment, attachment by any Relevant Authority, deed of trust, title retention, security interest or other encumbrance or interest of any kind securing, or conferring any priority of payment in respect of any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law; (ii) a contract to give any of the foregoing; (iii) any interest, option, right of first offer, refusal or transfer restriction in favour of any Person; and (iv) any adverse claim as to title, possession or use; and **“to Encumber”** means to create or allow or suffer an Encumbrance to subsist;
- (r) **“Escrow Agent”** means the Person appointed as an escrow agent for the purposes of the Escrow Agreement;
- (s) **“Escrow Agreement”** means the escrow agreement to be executed between the Transferee Company, the Transferor Company and the Escrow Agent in the form mutually agreed between them within one (1) month of the date of the Implementation Agreement;
- (t) **“Excluded Employees”** means the persons who are mentioned in **Schedule VI** hereto;
- (u) **“Escrow NCDs”** shall have the meaning assigned to it in Clause 10(c);
- (v) **“Financial Indebtedness”** means, in relation to the Transferor Company, the following items pertaining to the Business, which shall be assumed by the Transferee Company immediately at the end of Closing: all crystallized liabilities, outstanding borrowings under any instrument by whatsoever name called, debts, bills of exchange, long term advances, letters of credit (except for letters of credit against supplies of goods and services, which letters of credit will be replaced by the Transferee

Company on Closing), mark to market loss on outstanding derivatives at Closing, structured debt obligations, outstanding amounts under leases of a capital nature; along with any interest outstanding on any or all of the aforesaid. It is clarified that (a) all prepayment charges applicable to any of the items mentioned hereinabove shall form part of such indebtedness; (b) any liability as mentioned above in relation to the Business shall not be ignored and shall not be counted more than once; and (c) any liability included in Financial Indebtedness will not again be included in current liability and vice versa. Provided that any capital commitment towards purchase of land, whether fully paid or committed, made by the Transferor Company at the request of the Transferee Company, upto the Closing Date, shall not be included in the Financial Indebtedness. It is clarified that any other capital commitment towards purchase of land made by the Transferor Company shall be included in the Financial Indebtedness. Provided further that guarantees listed in **Schedule V** or any similar instruments by whatsoever name called which have not been advanced against disputes related to the Business existing on the Closing Date, shall not be included in (X) the Financial Indebtedness or (Y) current liabilities for the purpose of the Net Working Capital (unless already provided for in the balance sheet of the Business as on the Closing Date). It is clarified that deferred tax liabilities as on the Closing Date will not form part of the Financial Indebtedness. It is further clarified that (a) contingent liabilities as on the Closing Date, being in nature of disputed claims, which are not crystallized on the Closing Date, and (b) guarantees or any similar instrument by whatsoever name called given in respect of any dispute related to the Business existing on the Closing Date (details of which as provided by the Transferor Company as of the Agreement Date are given in **Schedule IV**), shall not be included in (X) the Financial Indebtedness or (Y) current liabilities for the purpose of Net Working Capital (unless already provided for in the financial statements of the Transferor Company), and shall not form part of the Business;

- (w) **“GAAP”** means Indian generally accepted accounting principles;
- (x) **“High Court”** means the High Court of Judicature at Allahabad having jurisdiction in relation to the Transferor Company and the High Court of Judicature at Bombay having jurisdiction in relation to the Transferee 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 in relation to the Scheme under the Act;
- (y) **“High Court Orders”** means the orders passed by the High Court sanctioning the Scheme or High Courts orders for condonation of delay in filing form INC - 28, if applicable;
- (z) **“Holdback Amount”** means Rupees Thirty Five crores (Rs. 35,00,00,000);
- (aa) **“IT Act”** means the Income Tax Act, 1961 and rules and regulations made thereunder and shall include any statutory modification, amendment or re-enactment thereof for the time being in force;
- (bb) **“Listing Agreement”** means: (a) the listing agreement executed between each of the Transferor Company and the Transferee Company with the BSE; and (b) the listing agreement executed between each of the Transferor Company and the Transferee Company and the NSE, in each case, as amended from time to time;
- (cc) **“Long Stop Date”** means the date immediately after the expiry of 12 (twelve) months from the execution of the Implementation Agreement or such other date which is mutually agreed in writing between the Transferor Company and the Transferee Company;
- (dd) **“NCDs”** means a total of Ninety Thousand Seven Hundred and Fifty Eight (90,758) unsecured non-convertible redeemable debentures of the Transferee Company, having a face value of Rupees Five Lakh (Rs. 5,00,000) each and having the terms as set out in **Schedule II** of this Scheme;
- (ee) **“Net Working Capital”** means, in relation to the Business, the aggregate value as determined in accordance with GAAP applying consistent accounting policies and procedures, of: all current assets solely of the Business (excluding Non Moving Inventory, fiscal incentive receivables and any deposits made under protest against any liability) including the stock in trade, debtors and pre-payments and loans and advances; less the current liabilities and provisions of the Business including the creditors, advances, deposits, wages and accruals, provisions/accruals including those for product replacement

or product warranty, amount payable under all incentive, bonus, retirement or superannuation benefit (however described), unfunded gratuity or other arrangements for payment to employees, any other statutory dues including on account of Taxes; provided however that the following shall be specifically excluded from the definition of Net Working Capital (a) deferred tax assets and liabilities; (b) capital expenditure related advances and liabilities other than advances/payments for purchase of land made by the Transferor Company at the request of the Transferee Company, upto the Closing Date (it being understood that such liability will form part of Financial Indebtedness and the advances/payments for purchase of land made by the Transferor Company at the request of the Transferee Company shall form part of the current assets); (c) all deferred revenue expenditure including unamortized financial charges; and (e) capital work-in-progress advances. For the avoidance of doubt, the following will be excluded: all assets and liabilities, whether long term or short term, in relation to the marketing function/network including i) all finished goods inventory other than those present at the plants sites; ii) cement bags; iii) debtors; iv) security deposit from sales promoters cum clearing and forwarding agents, stockists, transporters, consignee agents; etc. v) liabilities of any nature including salary, commissions, incentives, freight, etc. payable to marketing employees, sales promoters cum clearing and forwarding agents, stockists, transporters, consignee agents, etc.; vi) assets relating to marketing employees including advances, incentives etc; vii) rent deposits and/or liability for warehouses, godowns, offices, etc.;

- (ff) “**NSE**” means the National Stock Exchange of India Limited;
- (gg) “**Non-Moving Inventory**” shall mean stores and spares older than fifteen (15) months or which are damaged or obsolete;
- (hh) “**Person**” means any individual, entity, joint venture, company, corporation, partnership (whether limited or unlimited), proprietorship or other enterprise (whether incorporated or not), hindu undivided family, union, association of persons, government (central, state or otherwise), or any agency, department, authority or political subdivision thereof, and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees and the beneficiary or beneficiaries from time to time;
- (ii) “**Post Closing Date**” shall have the meaning as set forth in Clause 11(b);
- (jj) “**ROC**” means the respective Registrar of Companies having jurisdiction over the Transferor Company and the Transferee Company;
- (kk) “**Regulatory Approvals**” shall have the meaning as set forth in Clause 19;
- (ll) “**Relevant Authority**” means any regulatory governmental legislative, administrative, local or supervisory body or banking authority or agency or commission, quasi-regulatory agency or body (including any stock or commodity exchange), or court, tribunal, board, bureau, judicial or arbitral body having jurisdiction in India or any part thereof, including but not limited to the CCI, Reserve Bank of India, SEBI, BSE and NSE, along with the authorities before which appeals against the decisions made by any of the foregoing may be brought;
- (mm) “**Representatives**” means the duly authorized directors, officers, managers and employees of the Transferor Company or the Transferee Company;
- (nn) “**Remaining Business**” means all the remaining businesses and/ or divisions / undertakings of the Transferor Company other than the Business;
- (oo) “**RPSs**” means a total of One Lakh (1,00,000) non-convertible cumulative redeemable preference shares of the Transferee Company, having a face value of Rs. Ten (10) each and having the terms as set out in **Schedule III** of this Scheme;
- (pp) “**SEBI**” means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;

- (qq) “**SEBI Circular**” means Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013 and Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013, each issued by the SEBI, as amended or replaced from time to time;
- (rr) “**Scheme**” “**the Scheme**” or “**this Scheme**” means this scheme of arrangement in its present form with any amendment/modifications approved or imposed or directed by the Board and/or shareholders and/or creditors and/or by High Courts and/or any Relevant Authority;
- (ss) “**Securities**” shall collectively refer to the NCDs and the RPSs.
- (tt) “**Stock Exchanges**” means the BSE and the NSE collectively;
- (uu) “**Tax**” means: (a) all forms of direct tax and indirect tax, fee, levy, royalty on limestone and shale, duty, charge, cess, impost, withholding or other amount whenever or wherever created or imposed by, or payable to, any Tax Authority; and (b) all charges, interest, penalties and fines incidental or relating to any Tax falling within (a) above or which arise as a result of the failure to pay any Tax on its due date or to comply with any obligation relating to Tax; and the term ‘**Taxes**’ shall be construed accordingly;
- (vv) “**Tax Authority**” means any revenue, customs, fiscal, governmental, statutory, state, provincial, local governmental or municipal authority, body or Person responsible for Tax;
- (ww) “**Transferred Liabilities**” shall have the meaning ascribed to it in Clause 5(1)(a); and
- (xx) “**Valuer**” shall have the meaning set forth in Clause 11(a)(iii).

All terms and words which are 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 and other Applicable Laws, rules, regulations, bye-laws, as the case may be including any statutory modifications, amendments or re-enactment thereof, for the time being in force.

## 1.2 Interpretation

- (a) In this Scheme, unless the context otherwise requires:
  - (i) words of any gender are deemed to include the other genders;
  - (ii) words using the singular or plural number also include the plural or singular number, respectively;
  - (iii) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Scheme or specified Clauses, as the case may be;
  - (iv) the term “Clause” refers to the specified clause of this Scheme;
  - (v) references to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, or to any law which replaces it, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
  - (vi) the schedules hereto shall form an integral part of this Scheme;
  - (vii) time is of the essence in the performance of the respective obligations of the Transferor Company and the Transferee Company. If any time period specified herein is extended, such extended time shall also be of the essence; and
  - (viii) any reference to a “waiver” or “mutually agreed” or “mutual agreement” between the Transferor Company and the Transferee Company shall mean a waiver in writing or a mutual agreement in writing, as the case may be.
- (b) Headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation.

## 2. SHARE CAPITAL:

- (a) The authorized, issued, subscribed and paid up share capital of the Transferor Company and the Transferee Company as on December 31, 2014 is as under:

Transferor Company:

<b>Authorized Capital</b>	<b>Amount Rs.</b>
Comprising 12,34,40,00,000 equity shares of Rs. 2/- each	24,68,80,00,000
Comprising 31,20,000 preference shares of Rs. 100/- each	31,20,00,000
<b>Issued, Subscribed and Paid-Up Equity Share Capital</b>	<b>Amount Rs.</b>
Comprising 2,43,24,56,975 equity shares of Rs. 2/- each	486,49,13,950

Transferee Company:

<b>Authorized Capital</b>	<b>Amount Rs.</b>
Comprising 28,00,00,00,000 equity shares of Rs. 10/- each	2,80,00,00,000
<b>Issued, Subscribed and Paid-Up Capital</b>	<b>Amount Rs.</b>
Comprising 27,44,03,439 equity shares of Rs. 10/- each	27,44,034,390

- (b) It is clarified that till the Scheme becomes effective, the Transferor Company and the Transferee Company are free to alter their authorized, issued, subscribed or paid up share capital as may be required by respective business requirements.

## PART – II

### TRANSFER AND VESTING OF THE BUSINESS IN THE TRANSFEEE COMPANY

## 3. VESTING OF BUSINESS:

- (a) With effect from the Appointed Date, the Business in its entirety shall, pursuant to Sections 391 and 394 read with other relevant provisions of the Act and without any further act, instrument, deed, matter or thing be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company on a 'going concern' basis as set out hereinafter, free from all Encumbrances except Encumbrances limited to the Transferred Liabilities.
- (b) In the event any asset, contract, liability or property or the benefit thereof, which is a part of the Business does not get transferred to the Transferee Company on the Appointed Date, the Transferor Company and the Transferee Company undertake to take all necessary steps, and execute all necessary documents, to ensure the transfer of such asset, contract, liability and property or the benefit thereof to the Transferee Company forthwith without any further consideration. The Transferor Company and the Transferee Company agree that pending such transfer of such assets, contracts, property and benefit to the Transferee Company, the Transferor Company shall hold such assets, contracts, property and benefit in trust for the Transferee Company, and shall put in place necessary arrangements to allow the Transferee Company to enjoy the benefit of the same.
- (c) For avoidance of doubt, the Remaining Business shall continue to vest in the Transferor Company.
- (d) Upon the Scheme becoming effective, the Transferee Company shall carry out or perform all such formalities and compliances under various Applicable Laws or to be carried out or performed in relation to or as a consequence of the vesting of the Business in the Transferee Company.

#### 4. ASSETS:

Without prejudice to the generality of Clause 3 above, the assets of the Business shall stand transferred to and vested in the Transferee Company in the following manner:

- (a) Such of the assets of the Business as are movable in nature, and/or otherwise capable of transfer by manual or constructive delivery and/or endorsement and delivery, the same may, upon coming into effect of this Scheme, be so transferred to the Transferee Company, and shall become the assets of the Transferee Company and title to the assets will be deemed to have been vested accordingly without requiring any deed or instrument of conveyance pursuant to the provisions of Sections 391 and 394 of the Act and shall upon such transfer become the property and an integral part of the Transferee Company.
- (b) All immovable properties (including land together with the buildings and structures standing thereon) of the Business, whether freehold or leasehold and all documents of title, rights and easements in relation thereto, will stand transferred to and be vested in the Transferee Company, without any further act, instrument or deed and pursuant to the provisions of Sections 391 to 394 of the Act. The Transferee Company shall be entitled to exercise all rights and privileges and be liable to fulfill all obligations, in relation to or applicable to such immovable properties.
- (c) In respect of assets of the Business other than those dealt with in Clause 4 (a) and (b) above, including but not limited to receivables (other than trade receivables), bills, credits, loans, advances and deposits if any, whether recoverable in cash or in kind or for value to be received, bank balances, etc. the same shall stand transferred to and vested in the Transferee Company without any notice or other intimation to any Person in pursuance of the provisions of the Sections 391 to 394 read with other relevant provisions of the Act to the end and intent that the right of the Transferor Company to recover or realise the same stands transferred to the Transferee Company. The Transferee Company may, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such Person, as the case may be, that the said receivables, bill, credit, loan, advance or deposit stands transferred and vested in the Transferee Company and that appropriate modification should be made in their respective books/records to reflect the aforesaid changes.
- (d) 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 Transferor Company in any leasehold properties, including the mining leases and the prospecting licenses (including in each case, any applications made therefor) of the Transferor Company in relation to the Business, shall, pursuant to Section 394 (2) of the Act, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company.
- (e) Without prejudice to the aforestated and Clause 6, the Transferee Company may, if so required under any Applicable Law or otherwise, at any time after the Scheme becoming effective, in accordance with the provisions hereof, execute or enter into any arrangements, conveyance, confirmations, deeds, documents, letters or any other instruments relating to any asset of the Business with any party to any contract or agreements to which the Transferor Company is a party. For such purposes, if so requested by the Transferee Company, the Transferor Company shall provide all the necessary assistance.
- (f) In so far as the assets of the Business are concerned, the security/charge over them, to the extent that such security/charge relates to any liabilities (*other than the Transferred Liabilities*) of the Transferor Company shall without any further act, instrument or deed be released from such Encumbrance and shall no longer be available as a security for the liabilities of the Remaining Business of the Transferor Company. The absence of any formal amendment which may be required by a lender or a third party to effect such release shall not affect the operation of the foregoing sentence.
- (g) In so far as the assets of the Remaining Business are concerned, the security/charge over them, to the extent they relate to the Transferred Liabilities (*other than the other liabilities of the Remaining Business*) shall, without any further act, instrument or deed be released and discharged from such security. The absence of any formal amendment which may be required by a lender or a third party to effect such release shall not affect the operation of the foregoing sentence.

- (h) Without prejudice to what is stated in Clauses 4(f) and 4(g) above, the Transferor Company and the Transferee Company shall execute such documents/instruments or do all such acts and deeds including filing of necessary particulars and/or modification of charge with the concerned ROC to give formal effect to the above Clauses, if required.

## 5. LIABILITIES:

5.1 Without prejudice to the generality of Clause 3 above, the liabilities of the Business shall stand transferred to and vested in the Transferee Company in the following manner:

- (a) Upon the Scheme becoming effective, all loans, borrowings, debts, liabilities, credit facilities, overdraft facilities, duties and obligations, of the Transferor Company relating to the Business, which may accrue or arise or relate to the period on or before the Effective Date, (collectively "**Transferred Liabilities**") shall, to the extent they are outstanding on the Effective Date, without any further act or deed become the loans, borrowings, debts, liabilities, credit facilities, overdraft facilities, duties and obligations of the Transferee Company and all rights, powers, duties and obligations in relation thereto shall stand transferred to, vested in, and shall be exercised by or against the Transferee Company, as if it has entered into such loans, credit facilities, overdraft facilities or incurred such borrowing, debts, liabilities, duties and obligations. The Transferee Company shall undertake to meet, discharge and satisfy the same to the exclusion of the Transferor Company.
- (b) Upon the Scheme becoming effective, all loans, borrowings, debts, liabilities, credit facilities, overdraft facilities, duties and obligations of the Transferor Company relating to the Remaining Business, whether provided for or not in the books of account of the Transferor Company and other liabilities relating to the Remaining Business shall continue to remain as the loans, borrowings, debts, liabilities, duties and obligations of the Transferor Company. The Transferor Company shall undertake to meet, discharge and satisfy the same to the exclusion of the Transferee Company.
- (c) On transfer to and vesting of the Business in the Transferee Company, the mortgages and charges, if any affecting the same shall be as hereinafter provided:
  - (i) The Encumbrances relating solely to the Business, whether existing or those created by the Transferor Company, over the assets comprised in the Business or any part thereof transferred to the Transferee Company by virtue of this Scheme, shall after the Effective Date continue to relate and attach to such assets or any part thereof to which they are related or attached, prior to Effective Date and as are transferred to the Transferee Company. Such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company or to any other assets forming part of the Business or to any assets of the Transferor Company.
  - (ii) The Encumbrances, whether existing or those created by the Transferor Company over the assets comprised in the Remaining Business or any part thereof, shall after the Effective Date continue to relate and attach to such assets or any part thereof to which they are related or attached, prior to Effective Date. Such Encumbrances shall not relate or attach to any of the other assets comprised in the Remaining Business or to any other assets forming part of the Business.
- (d) Without any prejudice to the provisions of the foregoing Clauses and with effect from the Effective Date, the Transferor Company and the Transferee Company shall enter into and execute such other deeds, instruments, documents and/or writings and/or do all acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the concerned ROC to give formal effect to the provisions of this Clause, if required.
- (e) With effect from the Effective Date, the Transferee Company alone shall be liable to perform all obligations in respect of the Transferred Liabilities and the Transferor Company shall not have any obligations in respect of the Transferred Liabilities.
- (f) With effect from the Effective Date, the Transferor Company alone shall be liable to perform all obligations in respect of all debts, liabilities, duties and obligations pertaining to the Remaining Business and the Transferee Company shall not have any obligations in respect of the Remaining Business.

- (g) It is expressly provided that, save as mentioned in this Clause, no other terms or conditions of the Transferred Liabilities is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
- (h) 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 sanction or issue or any security document all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

5.2 For the removal of doubts, and without prejudice to the generality of Clause 5.1 above, it is provided that the liabilities relating to the Business being transferred to the Transferee Company by virtue of the Scheme shall include:

- (a) the liabilities which arise out of the activities or operations of the Business; and
- (b) the specific loans or borrowings (including debentures) raised, incurred and utilized solely for the activities, or operations of the Business.

It is clarified that no liability including contingent liability disclosed in the balance sheet of the Business on the Closing Date provided to the Transferee Company, other than those included in the Financial Indebtedness and the Net Working Capital or guarantees listed in **Schedule IV** or any similar instruments by whatsoever name and no liability which is excluded in the definition of the Business, shall be acquired by the Transferee Company and be included in the Transferred Liabilities. It is clarified that any capital commitment towards purchase of land, whether fully paid or committed, made by the Transferor Company at the request of the Transferee Company, upto the Closing Date, shall not be included in the Financial Indebtedness and shall be paid by the Transferee Company.

## 6. **CONTRACTS, DEEDS, ETC:**

Without prejudice to the generality of Clause 3 above, the contracts, deeds, etc. relating to the Business shall stand transferred to and vested in the Transferee Company in the following manner:

- (a) Upon the Scheme becoming effective and subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature relating to the Business to which the Transferor Company is a party entered into, subsisting or having effect immediately before the Effective Date shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively as if the Transferee Company instead of Transferor Company, had been a party thereto.
- (b) Upon the Scheme becoming effective, the Transferee Company shall, wherever necessary, enter into and/or execute deeds, writings, confirmations or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause. The Transferee Company shall be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliance in respect of such deeds, writings, confirmations or novations.

6A. Upon the Scheme becoming effective, the Transferee Company shall be deemed to be authorized to execute any such writings on behalf of the Transferor Company to enable the Transferee Company to carry out or perform all such formalities or compliances as may be required in connection with change of name in any government approvals to vest the Business with the Transferee Company and operate or continue the operation of the Business, in the same manner as the Transferor Company was doing prior to the Effective Date.

## 7. **LEGAL PROCEEDINGS:**

- (a) All legal or other proceedings (*whether civil or criminal, including before any statutory or judicial or quasi-judicial authority or tribunal*) by or against the Transferor Company, initiated on or arising and pending before the Effective Date, and relating to the Business shall remain with the Transferor Company.



- (b) In the event any case or matter pertaining to the disputed liabilities as stated in the last sentence of the definition of Financial Indebtedness as provided in Clause 1(s) by force of law are transferred to the Transferee Company, the Transferor Company shall have full control in respect of the defence of such proceedings including filing the necessary appeals, revisions, etc. provided that the Transferor Company shall not take any action that is detrimental to the operation of the Business. Provided further in respect of such cases pertaining to immovable properties, the Transferee Company shall have a right to participate in such proceedings to ensure that no action detrimental to the operation of Business is taken. It is clarified that if any liability under any such case or matter crystallizes, it will nevertheless be borne and discharged by the Transferor Company.

## **8. EMPLOYEES:**

Without prejudice to the generality of Clause 3 above, the employees of the Business shall stand transferred to the Transferee Company in the following manner:

- (a) Upon the Scheme becoming effective, all the employees, other than the Excluded Employees, relating to the Business that were employed by the Transferor Company, immediately before Effective Date, shall become employees of the Transferee Company without any break or interruption of service and with the benefit of continuity of service on terms and conditions which are not less favourable than the terms and conditions as were applicable to such employees relating to the Business of the Transferor Company immediately prior to the transfer of the Business.
- (b) The Transferee Company agrees that the service of all employees, other than the Excluded Employees, pertaining to the Business with the Transferor Company up to the Effective Date shall be taken into account for the purpose of all retirement benefits to which they may be eligible in the Transferor Company up to the Effective Date. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, gratuity or other terminal benefits, such past service with the Transferor Company, shall also be taken into account and agrees and undertakes to pay the same as and when payable.
- (c) Upon the Scheme becoming effective, the Transferee Company shall make all the necessary contributions for such transferred employees relating to the Business, and deposit the same in provident fund, gratuity fund or superannuation fund or any other special fund or staff welfare scheme or any other special scheme. The Transferee Company will also file relevant intimations in respect of the Business to the statutory authorities concerned who shall take the same on record and substitute the name of the Transferee Company for the Transferor Company.
- (d) In so far as the existing provident fund, gratuity fund and pension and /or superannuation fund / trusts, retirement funds or employees state insurance schemes or pension scheme or employee deposit linked insurance scheme or any other benefits created by the Transferor Company for employees of the Business are concerned, such proportion of the funds, contributions to the funds or the scheme or the investments made into the funds relatable to the employees pertaining to the Business as on the Effective Date, who are being transferred along with the Business in terms of the Scheme, upon the Scheme becoming effective, shall be transferred to the necessary funds, schemes or trusts of the Transferee Company and till the time such necessary funds, schemes or trusts are created by the Transferee Company, all contributions shall continue to be made to the existing funds, schemes or trusts of the Transferor Company.

## **9. PRE CLOSING VERIFICATION:**

- (a) Transferor Company deliverables

The Transferor Company agrees and undertakes to deliver to the Transferee Company within (X) seven (7) days in case of (v) below and (Y) Twelve (12) days for (i) to (iv) and (vi) of the later of (i) the receipt of the last High Court order; (ii) the date of grant of approval under the Competition Act, 2002 and the Combination Regulations; (iii) approval of the SEBI in terms of the SEBI Circulars; and (iv) issue of CP Satisfaction Certificate (*as defined in the Implementation Agreement*) by the Transferee Company and the Transferor Company in accordance with Clause 7.6 of the Implementation Agreement

confirming the fulfillment or waiver of the Conditions Precedent (*as defined in the Implementation Agreement*), the following:

- (i) a statement of the estimated Net Working Capital as of the Closing Date;
- (ii) a statement of the estimated Financial Indebtedness as of the Closing Date;
- (iii) the fixed asset register, as of the Closing Date;
- (iv) the unaudited estimated balance sheet as of the Closing Date and the profit and loss account for the period from the commencement of the financial year in which the Closing shall take place to the Closing Date, in each case of the Business;
- (v) the audited balance sheet of the Business (audited by the Transferor Company's auditors) as on the last day of the month preceding the month of the date which is later of (i) the receipt of the last High Court order; (ii) the date of grant of approval under the Competition Act, 2002 and the Combination Regulations; (iii) approval of the SEBI in terms of the SEBI Circulars; and (iv) fulfillment or waiver by the Transferee Company and the Transferor Company of all the applicable Conditions Precedent (*as defined in the Implementation Agreement*) and the issue of respective CP Satisfaction Certificates (*as defined in the Implementation Agreement*) in accordance with Clause 7.6 of the Implementation Agreement; and
- (vi) the letters from the lenders whose loans are forming part of the Financial Indebtedness having any Encumbrance over the Business confirming the amounts (including principal, interest and other charges, if any) that will be due to them as of the Closing Date and that on receipt of such amounts, any Encumbrance that they may have over the Business or any part thereof will be unconditionally and irrevocably released within a period of thirty (30) days from the Closing Date.

All financial statements referred to above shall be prepared on the basis of the erstwhile Schedule VI to the Act and GAAP, as existing prior to April 1, 2011, per notification No. S.O. 447 (E) dated February 28, 2011, issued by the Ministry of Corporate Affairs.

(b) Inspection by the Transferee Company

- (i) Within two (2) days of the receipt of the above statements, the Transferee Company, through its Representatives, shall be entitled to conduct a limited review of the financial statements to confirm the Net Working Capital and the Financial Indebtedness as per the statements provided under Clause 9(a). The Transferor Company undertakes and agrees to provide such information, assistance and access to its books and records to the Transferee Company and its Representatives as may be necessary for the purposes of carrying out the said limited review.
- (ii) Only in the event the Transferee Company determines, based on its limited review and the information and documents provided by the Transferor Company that the Transferor Company will be able to ensure that the Net Working Capital and the Financial Indebtedness will be equal on an aggregate basis, or on a net basis, as may be applicable, to the sum mentioned in Clause 10(f)(iii) on the Closing Date, the Transferor Company and the Transferee Company shall proceed to Closing. If the Transferee Company determines that the Transferor Company will not be able to so ensure, the Transferee Company shall give a notice to the Transferor Company to explain within 7 (seven) days of the receipt of the same as to how it will be able to ensure that the Net Working Capital and the Financial Indebtedness will be equal on an aggregate basis, or on a net basis, as may be applicable, to the sum mentioned in Clause 10(f)(iii) on the Closing Date.

**10. CLOSING:**

- (a) Closing shall take place on a date mutually agreed between the Transferor Company and the Transferee Company but shall not be later than thirty (30) days from the later of (i) the date of the receipt of the last High Court Order (or High Courts orders for condonation of delay in filing form INC - 28, if

applicable); (ii) date of approval granted by SEBI in terms of the SEBI Circulars; and (iii) date of the grant of approval under the Competition Act, 2002 and the Combination Regulations and (iv) issue of CP Satisfaction Certificate (*as defined in the Implementation Agreement*) by the Transferee Company and the Transferor Company in accordance with Clause 7.6 of the Implementation Agreement confirming the fulfillment or waiver of the Conditions Precedent (the “**Closing Date**”), subject to the Transferor Company fulfilling its obligations under Clauses 6.1, 6.2, 6.5, 7.2.6 and 7.7 of the Implementation Agreement. It is clarified that the Transferor Company’s obligations under Clause 6.1 and 6.2 of the Implementation Agreement for the purpose of this Clause 10(a) shall be for a period from the date of CP Satisfaction Certificate (*as defined in the Implementation Agreement*) till the Closing Date. If such date falls upon a day which is not a Business Day, the Closing Date shall be the preceding Business Day. The process for Closing, including filing of all necessary certified copies of High Court Orders under Sections 391 to 394 of the Act with the respective ROCs, shall be implemented in the manner mutually agreed between the Transferor Company and the Transferee Company.

(b) The transfer of the Business from the Transferor Company and its transfer to and vesting with the Transferee Company shall be deemed to be complete and absolute with effect from the Closing Date.

(c) Issue of the Securities

(i) On the Closing Date:

A. The Transferee Company shall issue the RPSs to the Transferor Company;

B. the Transferee Company shall issue NCDs to the Transferor; out of which NCDs of the face value equal to the Holdback Amount (the “**Escrow NCDs**”) shall be issued to the joint account of the Transferor and the Escrow Agent in terms of the Escrow Agreement. Such Escrow NCDs shall be transferred to the Transferor Company in terms of Clause 11(b).

(ii) The RPSs to be issued to the Transferor Company shall be subject to the memorandum of association and articles of association of the Transferee Company.

(iii) The Securities to be issued pursuant to the Scheme shall be issued in dematerialized form by the Transferee Company.

(iv) It is clarified that for the purposes of this Clause 10(c), the consent of the shareholders of the Transferee Company to this Scheme shall be sufficient for the purposes of issuing the Securities, and shall be deemed to include consent under any other provisions of the Act that may be applicable and no further resolution under any provision of the Act including Section 42, Section 71, would be required separately.

(d) *Alteration of the memorandum and articles of association of the Transferee Company*

(i) Upon coming into effect of the Scheme, the authorised share capital of the Transferee Company shall be automatically altered to provide for the RPSs to be issued in terms of Clause 10(c) above, without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to the ROC.

(ii) The capital clause of the Memorandum of Association and the Articles of Association of the Transferee Company shall, as a part of and, upon the coming into effect of this Scheme and without any further act or deed, be replaced by the following clause:

#### **MEMORANDUM OF ASSOCIATION**

“V. The authorized share capital of the Company is Rs. 280,00,00,000/- (Rupees Two Hundred and Eighty Crores only) divided into 27,99,00,000 equity shares of Rs. 10/- (Rupees Ten only) each aggregating to Rs. 279,90,00,000/- and 1,00,000 cumulative redeemable preference shares of Rs. 10/- aggregating to Rs. 10,00,000/-, 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 and attach thereto respectively such preferential, deferred, qualified or special rights, privileges and conditions 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**

*“2. The authorized share capital of the Company is Rs. 280,00,00,000/- (Rupees Two Hundred and Eighty Crores only) divided into 27,99,00,000 equity shares of Rs. 10/- (Rupees Ten only) each aggregating to Rs. 279,90,00,000/- and 1,00,000 cumulative redeemable preference shares of Rs. 10/- aggregating to Rs. 10,00,000/-, 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 and to attach thereto respectively any preferential, qualified or special rights, privileges or conditions, in accordance with the provisions of the Act and these Articles.”*

- (iii) It is clarified that for the purposes of this Clause 10(d), the consent of the shareholders of the Transferee Company to this Scheme shall be sufficient for the purposes of effecting the above amendment in the authorised share capital of the Transferee Company, and shall be deemed to include consent under any other provisions of the Act that may be applicable and no further resolution under any provision of the Act including Section 13, Section 14, Section 61 would be separately required.
- (e) The Transferee Company undertakes that:
- (i) All refunds of Tax and levies relating to the Business not forming a part of the Net Working Capital as on the Closing Date, which relate to the period prior to the Closing Date and have been received by the Transferee Company shall always belong to the Transferor Company and the Transferee Company shall immediately notify in writing to the Transferor Company of such refund and provide such information as the Transferor Company may reasonably require and shall reimburse the amount so received to the Transferor Company (net of Taxes and reasonable costs of recovery, if any) within 7 (seven) days of such refund;
- (ii) Any fiscal benefit/ incentive in respect of the Business which relate to the period prior to the Closing Date, whether or not due or claimed, including without limitation any fiscal incentive being refund of MP VAT and CST:
- (X) for Bela unit including under Udh yog Samvardhan Sahayata Scheme;
- (Y) for Sidhi Unit including under Udh yog Samvardhan Sahayata Scheme for Line 1 and Line 2;
- that have been received by the Transferee Company shall always belong to the Transferor Company and the Transferee Company shall immediately notify in writing to the Transferor Company of such receipt and provide such information as the Transferor Company may reasonably require and shall reimburse the amounts so received (net of Taxes and reasonable costs of recovery, if any) to the Transferor Company within seven (7) days of such refund;
- (iii) The recovery of any receivable, which has not been considered for the calculation of the Net Working Capital, which relates to the period prior to the Closing Date but has been recovered after the Closing Date by the Transferee Company, shall belong to the Transferor Company and the Transferee Company shall immediately notify in writing to the Transferor Company of such recovery and provide such information as the Transferor Company may reasonably require and the Transferee Company shall reimburse the amounts so recovered to the Transferor Company (net of Taxes and reasonable costs of recovery, if any) within 7 (seven) days of such recovery.

- (f) The Transferor Company undertakes that:
- (i) all payments relating to the Business, which were known to the Transferor Company and relate to the period prior to the Closing Date and did not form a part of the final Net Working Capital or the Financial Indebtedness must be paid by the Transferor Company; but in the event it is paid by or recovered from the Transferee Company, the same shall be promptly paid or reimbursed by the Transferor Company to the Transferee Company within 7 (seven) days of any payment made by the Transferee Company in this regard. It is clarified that any capital commitment towards purchase of land, whether fully paid or committed, made by the Transferor Company at the request of the Transferee Company, upto the Closing Date, shall not be included in the Financial Indebtedness and shall be paid by the Transferee Company;
  - (ii) it is clarified that even after the Closing Date (X) if the Transferor Company receives or realizes any monies pertaining to the Business which formed part of the Net Working Capital at Closing, the Transferor Company shall within 7 (seven) Business Days from the date of such receipt or realization remit such monies to the Transferee Company; and (Y) if the Transferee Company receives or realizes any monies pertaining to the Business for a period prior to the Closing and which did not form part of the Net Working Capital at Closing, including refund of deposits made under protest in relation to a contingent liability, the Transferee Company shall within 7 (seven) Business Days from the date of such receipt or realization remit such monies to the Transferor Company;
  - (iii) on the Closing Date, (i) the amount of the Financial Indebtedness shall be Rupees Six Hundred Twenty Six Crores and Fifty Lakhs only (Rs. 626,50,00,000); and (ii) the amount of the Net Working Capital shall be (negative) Rupees One Hundred Sixty Crores and Fifty Lakhs (Rs. 160,50,00,000), on an aggregate basis, or on a net basis, as may be applicable;
- (g) The Transferor Company shall provide to the Transferee Company the financial statements of the Business:
- (i) as of December 31, 2014, on or prior to the approval of the Scheme by the board of the Transferor Company;
  - (ii) as of March 31, 2015 and June 30, 2015, within ten (10) days from the end of each calendar quarter; and
  - (iii) as of the end of each month thereafter till the time the Closing Date is determined, within ten (10) days from the end of every month.

The Transferee Company shall be entitled to appoint one of the Big Four to audit the financial statements of the Business as provided above for determining the Financial Indebtedness and the Net Working Capital as per the provisions of the Scheme. The Transferor Company shall provide such information, assistance and access to its books and records to such auditor as may be necessary for the purposes of carrying out the said audit. The cost of the audits shall be borne by the Transferee Company.

- (h) From the date of determination of the Closing Date as contemplated in Clause 10(a), the Transferor Company shall be entitled to designate a team for observing the Business and the Transferor Company covenants and undertakes that it shall provide such observers reasonable access to all elements of the Business including particularly the plants, its operations, marketing, procurement, books, records and employees.
- (i) Notwithstanding anything to the contrary contained in this Scheme, the Transferor Company undertakes to promptly pay or reimburse the Transferee Company for any payments made in respect of the Business pursuant to orders issued under the Competition Act, 2002, which relate to the period prior to the Closing Date. Provided however, the Transferee Company shall not pay or settle any amount pursuant to orders issued under the Competition Act, 2002 as mentioned above if (X) the Transferor Company, at its own cost and counsel of its own choice, contests the said order and the final non-appealable order of payment or any part thereof (including deposits required to contest such orders) has not been made by the highest Relevant Authority of appellate jurisdiction under the Competition

Act, 2002. Provided, without the consent of the Transferee Company, the Transferor Company shall not give any undertaking on behalf of the Transferee Company or seek from the Transferee Company any such undertaking, which is detrimental to the economic interest of the Business or (Y) the Transferor Company has not given its written consent to the aforesaid payments. The Transferee Company further undertakes to provide necessary cooperation to the Transferor Company to enable the Transferor Company to contest the order as aforesaid. For the avoidance of doubt, if the Transferor Company does not do (X) or (Y) above within a reasonable time (in case where the time limit for an appeal is 60 (sixty) days, the reasonable time shall be 30 (thirty) days), which in case of (X) shall mean the Transferor Company's confirmation that it will contest such order, the Transferee Company shall be entitled to deal with the matter as it deems fit, without prejudice to its rights under this Clause. It is clarified that whenever any notice in respect of any proceedings under the Competition Act, 2002 is received or any decision is required to be made in respect of appeals filed/to be filed under the Competition Act, 2002, the Transferee Company shall promptly notify the Transferor Company of such proceedings and the Transferor Company shall have a right, but not an obligation, at its expense to participate in the defence, negotiation or settlement of such proceedings through a counsel of its choice and in such a case both the Transferor Company and the Transferee Company shall brief only such counsel and also decide on the filing of the appeal and the conduct thereof in accordance with the provisions herein. The Transferor Company and the Transferee Company shall cooperate with each other in the defence, negotiation or settlement of such proceedings and the appeals arising therefrom. It is further clarified that in the event the Transferor Company agrees to settle the case and intimates the same to the Transferee Company in writing, the Transferee Company shall at its own expenses, still have a right to contest the case, however, the Transferee Company shall in such case be liable for any liability including legal fees and expense beyond the amount which would have been required to be paid if the Transferor Company would have settled the case as aforesaid.

- (j) Further in relation to the appeals under the Competition Act, 2002, the Transferee Company and the Transferor Company shall co-operate and exchange information in relation to the Business for the purpose of defence, negotiation and settlement through their counsel only and only for the period prior to the Closing Date. For the avoidance of doubt, no commercially sensitive or confidential information should be exchanged between the Transferee Company and the Transferor Company relating to their respective businesses (however, on or after the Closing Date, the Transferee Company shall be entitled to obtain all information pertaining to the Business which relates even prior to the Closing Date once the CCI grants approval for the transfer of the Business.)

## 11. POST CLOSING VERIFICATIONS:

### (a) Determination of the final financial statements

- (i) Within seven (7) Business Days following Closing, the Transferor Company shall provide unaudited financial statements of the Business, as of the Closing Date, to the Transferee Company.
- (ii) Within thirty (30) Business Days following Closing, the Transferee Company and the Transferor Company shall endeavour to agree to finalise the financial statements of the Business as of the Closing Date, determined in accordance with the GAAP as consistently applied by the Transferor Company (the "**Closing Balance Sheet**") and actual amounts of the Financial Indebtedness and the Net Working Capital as on the Closing Date.
- (iii) In the event, the Transferor Company and the Transferee Company are unable to agree on the Closing Balance Sheet and are unable to agree on the Financial Indebtedness and the Net Working Capital as on the Closing Date within the aforesaid period, they shall have a period of ten (10) Business Days to agree to the appointment of either EY or KPMG or their respective Indian affiliates (the "**Valuer**") to determine the Financial Indebtedness and the Net Working Capital as on the Closing Date and prepare the Closing Balance Sheet. In the event that the Transferor Company and the Transferee Company are unable to agree on the appointment of EY or KPMG or their respective Indian affiliates as the Valuer within the said period of ten (10) Business Days, the Transferor Company and the Transferee Company shall appoint KPMG for this purpose and KPMG or its Indian affiliates shall be regarded as the Valuer. The Transferor

Company and the Transferee Company shall provide to the Valuer all information, documents, clarifications and assistance required to enable it to promptly determine the Financial Indebtedness and the Net Working Capital and prepare the Closing Balance Sheet.

- (iv) The Valuer shall provide to the Transferor Company and the Transferee Company the Closing Balance Sheet and a statement of the Financial Indebtedness and the Net Working Capital within thirty (30) days of its appointment. The costs of appointment of the Valuer shall be shared equally by the Transferor Company and the Transferee Company. The Closing Balance Sheet and the statement of the Financial Indebtedness and the Net Working Capital shall, in the absence of any manifest error, be final, binding and conclusive on the Transferor Company and the Transferee Company.

All financial statements referred to in this Clause 11(a) shall be prepared on the basis of the erstwhile Schedule VI to the Act, as existing prior to April 1, 2011, per notification No. S.O. 447 (E) dated February 28, 2011, issued by the Ministry of Corporate Affairs, Government of India.

(b) Release of Escrow NCDs or escrow amount

Within one (1) Business Day of the determination of the actual amounts of the Financial Indebtedness and the Net Working Capital (the “**Post Closing Date**”), the Escrow Agent shall transfer the Escrow NCDs or the escrow amount, as the case may be, to the Transferor Company in terms of the Escrow Agreement. In the event, on the Closing Date, (a) the actual amount of the Financial Indebtedness is higher than the amount of the Financial Indebtedness mentioned in Clause 10(f)(iii), or (b) the actual amount of the Net Working Capital is lower than the amount of the Net Working Capital mentioned in Clause 10(f)(iii), the Transferor Company shall make good the difference on an aggregate basis, or on a net basis, as may be applicable, to the Transferee Company on the Post Closing Date without any demur, delay, or protest of any manner whatsoever.

## 12. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEROR COMPANY:

Upon the Scheme becoming effective:

- (a) The book value of all assets and liabilities which cease to be assets and liabilities of the Transferor Company shall be reduced by the Transferor Company at their book values.
- (b) The Transferor Company shall record all the RPSs and NCDs received pursuant to this Scheme at their respective fair values.
- (c) The difference between the book value of assets of the Business over the aggregate of (i) the book value of the liabilities of the Business; and (ii) the fair value of the RPSs and the NCDs received pursuant to this Scheme shall be debited/ credited to the general reserve account of the Transferor Company.

## 13. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEEE COMPANY:

Upon the Scheme becoming effective:

- (a) The Transferee Company shall record the face value of the respective RPSs and the NCDs issued by them to the Transferor Company pursuant to this Scheme.
- (b) The Transferee Company shall record the liabilities taken over under the Scheme at the fair value as on the Appointed Date.
- (c) The Transferee Company shall record the assets taken over under the Scheme at the fair value as determined by the competent valuer as on the Appointed Date.
- (d) Excess, if any, of the aggregate face value of the RPSs and the NCDs and fair value of liabilities over the aggregate fair value of various assets determined by the valuers will be debited to goodwill. Any deficit will be credit to the capital reserve account.

**14. TAX TREATMENT:**

- (a) Any liabilities on account of income-tax in relation to the Transferor Company pertaining to the period prior to the Appointed Date, including all or any liability/refunds/credits/claims pertaining to the period before the Appointed Date shall be treated as liability/refunds/credits/claims of the Transferor Company.
- (b) All tax holiday including but not limited to benefit under Section 80(IA) of the IT Act including its continuing benefits, incentives, exemptions, concessions, carbon credits and other benefits or privileges enjoyed by the Transferor Company in relation to the Business, granted by any Government body, regulatory authority, local authority, by any other person or law or availed of by the Transferor Company, are concerned, the same shall, without any further act or deed, in so far as they relate to the Business vest with and be available to the Transferee Company on the same terms and conditions.
- (c) The Transferee Company shall be claiming depreciation on the fair value of the transferred assets to be recorded in its books.

**15. SAVING OF CONCLUDED TRANSACTIONS:**

Nothing in the Scheme shall affect any transaction or proceeding already concluded by the Transferor Company in respect of the Business, to the end and intent that the Transferee Company shall accept and adopt all acts, deeds and things done and executed by the Transferor Company in regard to the Business as if it is done and executed by the Transferee Company itself.

**16. REMAINING BUSINESS:**

- (a) The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Transferor Company.
- (b) All legal, taxation or other proceedings (*whether civil or criminal including before any statutory or quasi-judicial authority or tribunal*) by or against the Transferor Company under any Applicable Laws whether pending on Effective Date or which may be instituted at any time, and in each case relating to the liability, obligation or duties of the Transferor Company in respect of the Remaining Business shall be continued and enforced, after the Effective Date, by or against the Transferor Company only.

**PART – III**

**GENERAL TERMS AND CONDITIONS**

**17. APPLICATION TO HIGH COURT:**

The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make applications/petitions to the Hon'ble High Court of Judicature at Allahabad and Hon'ble High Court of Judicature at Bombay, under whose jurisdiction the registered office of the Transferor Company and the Transferee Company are situated, for sanctioning this Scheme under Sections 391 to 394 of the Act and other applicable provisions of the Act and for such other orders as the High Courts may deem fit for bringing the Scheme into effect and all matters ancillary or incidental thereto.

**18. MODIFICATION OR AMENDMENTS TO THE SCHEME:**

- (a) Notwithstanding anything to the contrary contained in this Scheme, the Transferor Company and the Transferee Company by their respective Board of Directors or such other Person or Persons, as the respective Board Of Directors, may authorize, may make and/or consent to any (i) modifications / amendments to the Scheme (including but not limited to the terms and conditions thereof) or (ii) to any conditions or limitations that the High Court or any other Relevant Authority may deem fit to direct or impose; or (iii) modification/ amendment which may otherwise be considered necessary, desirable or appropriate by them. No further approval of the shareholders or creditors of any of the Companies shall be necessary for giving effect to the provisions contained in this clause.



- (b) The Transferor Company and the Transferee Company by their respective Board of Directors or such other Person or Persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of, or under, or by virtue of the Scheme and/or any matter concerned or connected therewith, including but not limited to any questions relating to whether any assets or liabilities of the Transferor Company are included in the definition of “Business”.
- (c) For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto or to extend the date of Closing, the Representatives of the Transferor Company and the Transferee Company may jointly give and are hereby jointly authorised to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

## 19. CONDITIONALITY OF THE SCHEME:

The transfer of the Business to the Transferee Company shall require the following regulatory approvals from the Relevant Authorities (“**Regulatory Approvals**”):

- (a) approval of the Scheme by the shareholders and/or creditors of both the Transferor Company and the Transferee Company, in accordance with Sections 391-394 and all other relevant provisions of the Act;
- (b) the Scheme being approved by the Stock Exchanges, pursuant to Clause 24(f) of the Listing Agreement;
- (c) approval of the Scheme by SEBI in terms of the SEBI Circulars;
- (d) the Scheme being sanctioned by the High Courts in terms of Sections 391 to 394 and all other relevant provisions of the Act;
- (e) the occurrence of the first of any of the following, if applicable: pursuant to the provisions of the Competition Act, 2002 of India and the rules and regulations thereunder including the Competition Commission of India (Procedure in regard to the transaction of business relating to combinations) Regulations, 2011 (“**Combination Regulations**”), the CCI having either (i) granted approval to the transaction contemplated in the Scheme in the form and substance reasonably acceptable to the Transferor Company and the Transferee Company; or (ii) been deemed to have granted approval to the transaction contemplated in the Scheme. The Transferor Company and the Transferee Company agree that in the event the CCI does not approve the transaction contemplated in the Scheme pursuant to the Competition Act, 2002 and the Combination Regulations or approves the transaction contemplated in the Scheme on conditions that are not satisfactory to the Transferee Company by reason of its having a potential material financial impact, the Transferee Company shall have the right, at its sole discretion, to appeal to the Competition Appellate Tribunal against such non-approval or the conditions that are not satisfactory to the Transferee Company by reason of its having a potential material financial impact, within the Long Stop Date. If the Transferee Company desires to exercise the said right, it shall inform the Transferor Company within seven (7) Business Days of its decision to so appeal and shall file the appeal within the period allowed for such appeal. Any appeal against the decision of the Competition Appellate Tribunal shall require the consent of the Transferor Company and the Transferee Company. It is further clarified that unless mutually agreed between the Transferor Company and the Transferee Company, the Long Stop Date does not get extended if the appeal is not decided within Long Stop Date.

## 20. OPERATIONALIZATION OF THE SCHEME:

This Scheme shall become effective (irrespective of when any of the individual actions under Clause 19 have been completed), with effect from the Appointed Date.

## **21. EFFECT OF NON-RECEIPT OF SANCTIONS**

In the event any of the Regulatory Approvals are not received prior to the Long Stop Date, this Scheme shall stand revoked, cancelled and be of no effect save and except in respect of any act or deed done prior thereto or as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as mutually agreed upon by the Boards of Directors of the Transferor Company and the Transferee Company.

## **22. SEVERABILITY**

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

## **23. COST, CHARGES AND EXPENSES:**

- (a) The Transferee Company shall pay requisite stamp duty in relation to the Securities issued pursuant to the Scheme.
- (b) Each Transferor Company and Transferee Company shall pay the fees and costs of any financial or technical advisors, lawyers or accountants engaged by it in relation to the negotiations leading up to the transactions contemplated hereunder and to the preparation, execution and carrying into effect of this Scheme which relate to the transaction contemplated hereunder.
- (c) Each Transferor Company and Transferee Company shall bear its own costs relating to the High Court process including the filing fees and costs of convening meetings.
- (d) Stamp duty, registration fee, costs related to filing of necessary applications before the CCI and any other relevant Relevant Authority, if any, and any other applicable costs, duties and Taxes payable in relation to the Scheme, and the other ancillary documents including stamp duty, registration fee and mutation expenses payable for transfer and vesting of the Business with the Transferee Company, shall be borne by the Transferee Company.

**SCHEDULE I**  
**DESCRIPTION OF THE BUSINESS**

The term “Business” means the Transferor’s undertakings, business, goodwill, activities and operations pertaining to its cement units in Bela and Sidhi in the State of Madhya Pradesh, on a going concern basis as on the Closing Date, and shall mean and include:

(a) All assets and property pertaining to the integrated cement manufacturing units at Bela and Sidhi and the power plants of these units situated in the State of Madhya Pradesh, all land as set out in **Schedule IA** hereto, all buildings as set out in **Schedule IB**, all mining, heavy equipment and light vehicles as set out in **Schedule 1C** and all other assets as detailed in fixed assets register of the units.

(b) The integrated unit located at **Bela, Madhya Pradesh** and, as part of such integrated unit:

(i) All the mines including applications for mining leases with all necessary licenses, approvals, clearances and surface rights; all prospecting licenses, whether already granted or under application;

**(i-a) Mining Lease (ML) land : Total 671.726 Ha**

(A) Land already acquired (as per Schedule-1A)

Freehold land	:	232.542 Ha
Award land	:	152.915 Ha
Government Land	:	128.274 Ha
Total	:	513.731 Ha

(B) Balance 100.024 Ha mining land is to be acquired by the Transferee

(C) A and B put together will consist of Limestone reserves of 57 Million tons (Mnt)

**(i-b) Prospecting Lease (PL) Land (already granted and applied for ML) : 985.336 Ha**

(A) Land already acquired (as per Schedule-1A)

Freehold Land	:	85.051 Ha
Leasehold Land	:	Nil
Government Land	:	Nil
Sub Total	:	85.051 Ha

(B) Balance 906.206 Ha Land is to be acquired by the Transferee (5.013 Ha is purchased outside PL area)

(C) A and B will provide additional estimated limestone reserves of 84 Mnt

(ii) The plant site admeasuring 124.877 Ha (as per Schedule-1A);

(iii) Pyro: 6 stage separate line calciner 6,500 TPD Kiln (FLS)

(iv) Cement Mill: Ball Mill (FLS) 160tph + RP (KHD) 240tph

(v) Raw Mill: Loesche 440tph

(vi) Coal Mill: Loesche 55tph

(vii) DG: 12 MW (2 DG sets of Modi Merlese & Blackstone)

(viii) TPP: 25 MW

(ix) Railway Siding – inside the Plant

(x) Staff colony at the plant with 450 family accommodations (all types) & 250 Bachelor accommodation, as currently in existence

- (xi) Fiscal incentives: Any fiscal benefit/incentive in respect of the unit which relate to the period post the Closing Date under Udhog Samvardhan Sahayata Scheme for refund of MP VAT and CST
- (c) The integrated unit located at **Sidhi, Madhya Pradesh** and, as part of such integrated unit:
- (i) All the mines including applications for mining leases with all necessary licenses, approvals, clearances and surface rights; all prospecting licenses, whether already granted or under application;
- (i-a) Mining Lease (ML) Land: Total 1711.85 Ha**
- (A) Land already acquired (as per Schedule-1A)
- |                 |   |  |
|-----------------|---|--|
| Freehold Land   | : | 271.111 Ha   |
| Award Land      | : | 104.069 Ha   |
| Government Land | : | 167.748 Ha   |
| Forest Land     | : | 380.641 Ha   |
| Sub Total       | : | 914.859 Ha (does not include school and Budhgauna R&R plan of 8.71 Ha) |
- (B) Balance 796.991 Ha of mining land (1711.85 - 914.859 mining land given above) Land is to be acquired by the Transferee
- (C) A and B put together will give Limestone reserves of 153 Mnt.
- (i-b) Prospecting Lease (PL) Land : 906.653 Ha** (estimated limestone reserves of 51 Mnt)
- (i) The plant site admeasuring 136.38 Ha (as per Schedule-1A);
- (ii) Pyro: Line 1: 6 stage separate line calciner 4500 TPD Kiln (L&T); Line 2: 6 stage inline calciner 4800 TPD Kiln (FLS)
- (iii) Cement Mill: Ball mills 185 tph (L&T) and 165 tph (FLS)
- (iv) Raw Mill: Line 1:VRM (Krupp Polysius) of 325 tph; Line 2: FLS 385 tph
- (v) Coal Mill: Krupp Polysius 37 tph & FLS 38 tph
- (vi) DG: 19 MW (2 DG sets of Wartsilla)
- (vii) TPP: 3 Nos totaling 155MW
- (viii) Staff colony at the plant with 204 family accommodations (all types) & 512 Bachelor accommodation, as currently in existence
- (ix) Fiscal incentives:
- A. Any fiscal benefit/ incentive in respect of the unit which relate to the period post the Closing Date as follows : Refund of MP VAT and CST under the Udhog Samvardhan Sahayata Scheme for Line 1 and for Line 2
- B. Electricity duty exemption on CPP generation for 35 MW and for 60 MW
- C. Exemption from entry tax on raw material and incidental goods for Line 1 and for Line 2.
- (d) As on the Closing Date, all agreements including suppliers contracts.
- (e) All earnest moneys and/or security deposits paid by the Transferor in connection with or exclusively relating to the Business as on the Closing Date;
- (f) All permanent employees employed/engaged with the Business as on the Closing Date;
- (g) all books, records, files, papers, engineering and process information, computer programmes, software licenses (whether proprietary or otherwise), drawings, manuals, data, catalogues, quotations, lists of present and former suppliers, and other records whether in physical or electronic form. It is hereby clarified that any

record or document which does not form part of the Business including relating to sales and advertising material, lists of present and former customers, customer credit information, customer pricing information and other similar records whether in physical or electronic form shall not be transferred.

- (h) Insurance Spares – One spare Gearbox at Bela for Roller Press. Gearbox model No. P2SA 32. This will not be included in NWC.
- (i) Insurance Spares – One spare Gearbox at Sidhi for Cement Mill central drive Renk. Gearbox model No. A83/PBLZ-225. This will not be included in NWC.
- (j) Liabilities
  - (i) the liabilities which arise out of the activities or operations of the Business:
  - (ii) the specific loans or borrowings (including debentures) raised, incurred and utilized solely for the activities, or operations of the Business,

It is clarified that no liability including contingent liability disclosed in the balance sheet of the Business on the Closing Date provided to the Transferee, other than those included in the Financial Indebtedness and the Net Working Capital or guarantees listed in **Schedule IV** or any similar instruments by whatsoever name, shall be acquired by the Transferee and be included in the Business. It is clarified that any capital commitment towards purchase of land, whether fully paid or committed, made by the Transferor at the request of the Transferee, upto the Closing Date, shall not be included in the Financial Indebtedness and shall be paid by the Transferee.

It is clarified that:

- (a) any asset belonging to the Business but temporarily deployed at other locations shall be brought back to Business on or before the Closing Date;
- (b) subject to (a) above, any asset belonging to the other units/affiliates of the Transferor, deployed at Business shall be withdrawn on or before the Closing Date. For avoidance of doubt, it is hereby clarified that the equipment and machinery as mentioned in Schedule D to the Disclosure Letter, shall not be transferred and shall be removed on or before the Closing Date.

**SCHEDULE IA**  
**JAYPEE BELA PLANT**  
**GOVERNMENT LAND**

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	MADHEYPUR	642	0.182
2	MADHEYPUR	644	8.051
3	MADHEYPUR	751	5.216
4	MADHEYPUR	645	0.890
		<b>SUB TOTAL</b>	<b>14.339</b>
1	MADHEYPUR	644	0.890
	MADHEYPUR	<b>SUB TOTAL</b>	<b>0.890</b>
		<b>GRAND TOTAL</b>	<b>15.229</b>
1	SONRA	153	25.167
2	SONRA	158	1.246
		<b>SUB TOTAL</b>	<b>26.413</b>
1	MADHEYPUR	753	5.543
2	MADHEYPUR	859	0.364
3	MADHEYPUR	860	0.259
4	MADHEYPUR	863	1.065
5	MADHEYPUR	864	0.462
6	MADHEYPUR	865	0.534
7	MADHEYPUR	866	0.412
8	MADHEYPUR	882	9.923
9	MADHEYPUR	883	0.406
10	MADHEYPUR	883	0.800
		<b>SUB TOTAL</b>	<b>19.768</b>
		<b>TOTAL</b>	<b>46.181</b>
1	SONRA	12	0.320
2	SONRA	13	1.809
3	SONRA	60	0.979
		<b>SUB TOTAL</b>	<b>3.108</b>

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	KHAMARIYA	152	0.437
		<b>SUB TOTAL</b>	<b>0.437</b>
1	BAIJNATH	148	8.384
2	BAIJNATH	471	7.588
3	BAIJNATH	472	1.594
4	BAIJNATH	474	1.752
5	BAIJNATH	10	7.208
6	BAIJNATH	16	2.400
7	BAIJNATH	27	21.724
8	BAIJNATH	28	0.518
9	BAIJNATH	31	0.421
10	BAIJNATH	32	0.713
11	BAIJNATH	54	0.263
12	BAIJNATH	143	2.068
		<b>SUB TOTAL</b>	<b>54.633</b>
1	HINOTI	44	3.471
2	HINOTI	46	4.000
3	HINOTI	47	3.124
4	HINOTI	48	3.132
5	HINOTI	50	7.316
6	HINOTI	59	0.356
		<b>SUB TOTAL</b>	<b>21.399</b>
		<b>TOTAL</b>	<b>79.577</b>
1	SONRA	31	1.319
		<b>SUB TOTAL</b>	<b>1.319</b>
1	BAIJNATH	1	0.053
2	BAIJNATH	2	0.040
3	BAIJNATH	4	0.057
4	BAIJNATH	6	0.150
5	BAIJNATH	122	0.219

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
6	BAIJNATH	135	0.036
7	BAIJNATH	136	0.085
8	BAIJNATH	138	0.138
9	BAIJNATH	141	0.109
10	BAIJNATH	149	0.150
		<b>SUB TOTAL</b>	<b>1.037</b>
1	HINOTI	46	0.136
		<b>SUB TOTAL</b>	<b>0.136</b>
1	NARORA	128	0.024
		<b>SUB TOTAL</b>	<b>0.024</b>
		<b>TOTAL</b>	<b>2.516</b>
		<b>GRAND TOTAL</b>	<b>143.503</b>

FREEHOLD LAND			
SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	SONRA	129	0.040
2	SONRA	169/2	0.101
3	SONRA	127	0.150
4	SONRA	132	0.127
5	SONRA	133	3.760
6	SONRA	133	1.214
7	SONRA	133	0.426
8	SONRA	150	2.805
9	SONRA	150	3.304
10	SONRA	128	0.287
1	MADHEYPUR	685/2	2.100
2	MADHEYPUR	685/2	2.100
3	MADHEYPUR	685/1	1.012
4	MADHEYPUR	642/2	0.101
5	MADHEYPUR	683	0.226
6	MADHEYPUR	684	0.915
7	MADHEYPUR	637	0.158

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
8	MADHEYPUR	638	1.214
9	MADHEYPUR	641	0.109
10	MADHEYPUR	643	1.854
11	MADHEYPUR	750/1	0.255
12	MADHEYPUR	750/2	0.255
13	MADHEYPUR	750/3	0.251
14	MADHEYPUR	750/4	0.251
15	MADHEYPUR	649	1.492
16	MADHEYPUR	646	0.567
17	MADHEYPUR	649	1.664
18	MADHEYPUR	740	0.129
19	MADHEYPUR	742	0.097
20	MADHEYPUR	743	0.097
21	MADHEYPUR	650	0.567
22	MADHEYPUR	651/2	0.146
23	MADHEYPUR	653/2/1	1.311
24	MADHEYPUR	751/1	0.809
25	MADHEYPUR	751/2 KHA	0.809
26	MADHEYPUR	748	0.567
27	MADHEYPUR	688/2 KHA	0.164
28	MADHEYPUR	688/2 KA	0.245
29	MADHEYPUR	696/2	0.296
30	MADHEYPUR	696/4	0.299
31	MADHEYPUR	647/1	0.291
32	MADHEYPUR	647/2	0.295
33	MADHEYPUR	689	0.478
34	MADHEYPUR	739	0.130
1	SONRA	129	0.045
2	SONRA	128	1.106
3	SONRA	130	0.214
4	SONRA	132	0.128
5	SONRA	133	0.788
6	SONRA	133	1.215

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
7	SONRA	134	0.174
8	SONRA	135	0.599
9	SONRA	141	0.049
10	SONRA	140	4.492
11	SONRA	142	2.210
12	SONRA	142	1.214
13	SONRA	142	1.154
14	SONRA	143	0.202
15	SONRA	143	2.036
1	MADHEYPUR	638	0.809
2	MADHEYPUR	649	0.562
3	MADHEYPUR	649	2.226
1	MADHEYPUR	341/2	0.101
2	MADHEYPUR	342/5	0.769
3	MADHEYPUR	341/3	0.036
4	MADHEYPUR	342/5	0.251
5	MADHEYPUR	349/1	0.332
6	MADHEYPUR	350	0.113
7	MADHEYPUR	339	1.753
8	MADHEYPUR	446	0.312
9	MADHEYPUR	658	0.773
10	MADHEYPUR	663	0.069
11	MADHEYPUR	213	0.049
12	MADHEYPUR	214	2.502
13	MADHEYPUR	351/1	0.045
14	MADHEYPUR	352/1	0.150
15	MADHEYPUR	351/2	0.045
16	MADHEYPUR	352/2	0.154
17	MADHEYPUR	661	0.437
18	MADHEYPUR	648/1	0.057
19	MADHEYPUR	659/2	0.302
20	MADHEYPUR	506/1	0.113

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
21	MADHEYPUR	507/1	0.021
22	MADHEYPUR	506/3	0.075
23	MADHEYPUR	507/3	0.010
24	MADHEYPUR	508/1	0.547
25	MADHEYPUR	509/1	0.097
26	MADHEYPUR	510/1	0.129
1	SONRA	128	1.913
2	SONRA	130	0.049
3	SONRA	142	0.060
4	SONRA	143	0.303
1	CHHIJWAR	515/2	0.437
2	CHHIJWAR	515/2	0.437
3	CHHIJWAR	510/1	0.004
4	CHHIJWAR	511/1	0.881
5	CHHIJWAR	515/1/2	0.319
6	CHHIJWAR	515/4/2	0.142
7	CHHIJWAR	515/1/1	0.324
8	CHHIJWAR	515/4/1	0.142
9	CHHIJWAR	512	0.049
10	CHHIJWAR	513	1.036
1	SONRA	161	0.113
2	SONRA	162	1.392
3	SONRA	137	0.162
4	SONRA	138	0.049
5	SONRA	139	0.709
6	SONRA	136	0.478
7	SONRA	149	3.124
8	SONRA	149	4.047
9	SONRA	149	4.047
10	SONRA	136P	0.057
11	SONRA	149	1.619



SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
12	SONRA	149	2.023
13	SONRA	149	2.023
14	SONRA	149P	3.642
15	SONRA	149	3.630
16	SONRA	136	0.028
17	SONRA	145	1.052
18	SONRA	136	0.085
19	SONRA	155	0.024
20	SONRA	156	0.120
21	SONRA	156	0.149
22	SONRA	159	0.128
23	SONRA	160	0.065
24	SONRA	149P	4.452
25	SONRA	149	0.951
26	SONRA	156	0.149
27	SONRA	156	0.120
28	SONRA	156	0.160
29	SONRA	156	0.049
30	SONRA	155	0.013
31	SONRA	166 168	1.161
32	SONRA	166 168	5.767
33	SONRA	166 168	5.767
34	SONRA	166 168	5.767
35	SONRA	166 168	5.767
36	SONRA	150/2	0.809
37	SONRA	150/1	3.120
38	SONRA	150/1	0.036
1	MADHEYPUYR	753/2	1.400
2	MADHEYPUYR	753/3	0.600
3	MADHEYPUYR	858	0.259
4	MADHEYPUYR	861	0.348
5	MADHEYPUYR	867	1.068
6	MADHEYPUYR	868	1.465

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
7	MADHEYPUYR	869	0.178
8	MADHEYPUYR	870	0.454
9	MADHEYPUYR	884	1.376
10	MADHEYPUYR	642/2	0.101
1	BAIJNATH	25	0.183
2	BAIJNATH	29	0.522
3	BAIJNATH	30	0.073
4	BAIJNATH	34	0.781
5	BAIJNATH	35	0.688
6	BAIJNATH	35	0.684
7	BAIJNATH	36	0.474
8	BAIJNATH	48	0.660
9	BAIJNATH	37	0.145
10	BAIJNATH	50	1.595
11	BAIJNATH	53	0.130
12	BAIJNATH	37	0.088
13	BAIJNATH	50	0.947
14	BAIJNATH	53	0.065
15	BAIJNATH	37	0.045
16	BAIJNATH	50	0.473
17	BAIJNATH	53	0.032
18	BAIJNATH	37	0.045
19	BAIJNATH	50	0.473
20	BAIJNATH	53	0.032
21	BAIJNATH	37	0.089
22	BAIJNATH	50	0.947
23	BAIJNATH	53	0.065
24	BAIJNATH	38	0.814
25	BAIJNATH	49	0.223
26	BAIJNATH	55	0.623
27	BAIJNATH	57	0.060
28	BAIJNATH	688	2.614
29	BAIJNATH	692	0.295

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
30	BAIJNATH	49	0.117
31	BAIJNATH	55	0.328
32	BAIJNATH	57	0.214
33	BAIJNATH	688	1.360
34	BAIJNATH	692	0.154
35	BAIJNATH	49	0.048
36	BAIJNATH	55	0.137
37	BAIJNATH	57	0.089
38	BAIJNATH	688	0.567
39	BAIJNATH	692	0.065
40	BAIJNATH	698/2	0.809
41	BAIJNATH	698/1	3.861
42	BAIJNATH	698/3	0.809
43	BAIJNATH	12	0.486
44	BAIJNATH	13	0.858
45	BAIJNATH	14	0.109
46	BAIJNATH	15	0.534
47	BAIJNATH	17	0.344
48	BAIJNATH	39/2	1.028
49	BAIJNATH	42/2	0.207
50	BAIJNATH	39/1	1.031
51	BAIJNATH	42/1	0.202
1	NARORA	111P	6.012
2	NARORA	111P	6.012
3	NARORA	111P	1.140
1	MADHEYPUR	879/1	0.344
2	MADHEYPUR	880/1	0.292
3	MADHEYPUR	881/1/1	1.927
4	MADHEYPUR	881/1	0.324
5	MADHEYPUR	881/1	0.320
1	KHAMARIYA	151	0.817

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
2	KHAMARIYA	206	2.428
1	HINOTI	15	2.938
2	HINOTI	15/3	1.469
3	HINOTI	15/1	0.735
4	HINOTI	16/1	0.405
5	HINOTI	16/2	0.405
6	HINOTI	16/3	0.405
7	HINOTI	17	1.372
8	HINOTI	19	3.537
9	HINOTI	28/2	0.023
10	HINOTI	29/2	0.443
11	HINOTI	28/3	0.023
12	HINOTI	29/3	0.443
13	HINOTI	28/1	0.023
14	HINOTI	29/1	0.444
15	HINOTI	28/4	0.024
16	HINOTI	29/4	0.443
17	HINOTI	30/3	0.017
18	HINOTI	31/3	0.339
19	HINOTI	30/2	0.018
20	HINOTI	31/2	0.338
21	HINOTI	30/1	0.018
22	HINOTI	31/1	0.338
23	HINOTI	45	0.061
24	HINOTI	49	2.521
25	HINOTI	52	3.500
26	HINOTI	57	1.073
27	HINOTI	58	0.445
28	HINOTI	60 P	0.222
29	HINOTI	60 P	0.219
30	HINOTI	61	2.965
1	SONRA	32/5 KHA	2.663

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
2	SONRA	165	3.000
3	SONRA	153P	0.405
4	SONRA	153P	0.405
5	SONRA	153P	0.405
6	SONRA	153P	0.405
7	SONRA	153P	0.405
1	BAIJNATH	18	0.802
2	BAIJNATH	127	0.688
3	BAIJNATH	128	0.109
4	BAIJNATH	19	0.206
5	BAIJNATH	21	0.049
6	BAIJNATH	20/1617	0.202
7	BAIJNATH	20/1617	0.203
8	BAIJNATH	21	0.052
9	BAIJNATH	125	0.640
10	BAIJNATH	126	0.777
11	BAIJNATH	137	0.105
12	BAIJNATH	139	1.327
13	BAIJNATH	145	0.725
14	BAIJNATH	146	0.012
15	BAIJNATH	147	0.277
1	HINOTI	26	0.105
2	HINOTI	37	0.947
3	HINOTI	38	1.368
4	HINOTI	27/1	0.269
5	HINOTI	27/2	0.269
6	HINOTI	27/3	0.269
7	HINOTI	27/4	0.269
8	HINOTI	27/5	1.076
9	HINOTI	33	0.089
10	HINOTI	34	2.023

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	SONRA	20	0.024
2	SONRA	21	0.372
3	SONRA	22	2.485
4	SONRA	88P	0.659
5	SONRA	89P	0.202
6	SONRA	88	0.660
7	SONRA	91	0.408
8	SONRA	165	0.918
1	NARORA	127	0.690
1	HINOTI	1/1	1.036
2	HINOTI	3/1	0.405
3	HINOTI	1/2	1.036
4	HINOTI	3/2	0.408
5	HINOTI	2/2	0.016
6	HINOTI	4/2	0.073
7	HINOTI	5/2	0.344
8	HINOTI	6	0.854
9	HINOTI	8	0.206
10	HINOTI	9	0.045
1	SONRA	23/2	0.105
2	SONRA	24/2	2.023
1	NARORA	17	0.543
2	NARORA	30	0.412
3	NARORA	31	0.563
4	NARORA	32	0.158
5	NARORA	38	1.161
6	NARORA	84	0.081
7	NARORA	87	1.312
8	NARORA	93	1.602
9	NARORA	94	0.595
10	NARORA	98	1.485

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
11	NARORA	99	1.542
12	NARORA	102	0.938
13	NARORA	144/2	0.259
14	NARORA	147/1	0.069
15	NARORA	148/2	0.898
16	NARORA	7/2	0.065
17	NARORA	83/2	0.405
18	NARORA	89/5	0.761
19	NARORA	90/2	0.464
20	NARORA	90/1	0.309
21	NARORA	103	0.441
22	NARORA	100/1	0.255
23	NARORA	100/2	0.255
24	NARORA	100/3	0.255
25	NARORA	101/1	0.109
26	NARORA	101/2	0.109
27	NARORA	101/3	0.109
28	NARORA	110/1	0.142
29	NARORA	110/2	0.142
30	NARORA	110/3	0.142
31	NARORA	112/1	0.299
32	NARORA	112/2	0.304
33	NARORA	112/4	0.304
34	NARORA	112/6	0.204
35	NARORA	113/1	0.474
36	NARORA	113/2	0.474
37	NARORA	113/3	0.470
38	NARORA	113/5	0.474
39	NARORA	114/1	0.032
40	NARORA	114/2	0.032
41	NARORA	114/3	0.032
42	NARORA	112/3	0.304
43	NARORA	113/4	0.474
44	NARORA	114/4	0.032

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
45	NARORA	114/5	0.032
46	NARORA	117/4	0.065
47	NARORA	118/4	0.081
48	NARORA	112/5	0.299
49	NARORA	113/6	0.470
50	NARORA	114/6	0.036
51	NARORA	100 P	0.251
52	NARORA	101 P	0.109
53	NARORA	110 P	0.142
54	NARORA	100 P	0.255
55	NARORA	101 P	0.105
56	NARORA	110 P	0.142
57	NARORA	100 P	0.255
58	NARORA	101 P	0.109
59	NARORA	110 P	0.142
60	NARORA	130/2	1.365
61	NARORA	132/2	0.059
62	NARORA	133/2	0.870
63	NARORA	129/2	0.036
64	NARORA	130/1/2	0.015
65	NARORA	132/1/2	0.006
66	NARORA	133/1/2	0.200
67	NARORA	134/2	0.377
68	NARORA	129/3	0.036
69	NARORA	130/3	0.253
70	NARORA	131/2	0.925
71	NARORA	129/6	0.020
72	NARORA	130/5	0.242
73	NARORA	131/5	0.367
74	NARORA	132/4	0.003
75	NARORA	133/4	0.213
76	NARORA	134/4	0.565
77	NARORA	129/4	0.070
78	NARORA	130/2	0.736

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
79	NARORA	131/3	1.496
80	NARORA	141/1/1	0.202
81	NARORA	141/2	1.215
82	NARORA	141/3	0.490
83	NARORA	141/1/2	0.202
84	NARORA	150	0.198
85	NARORA	151	0.089
86	NARORA	152/1	3.822
87	NARORA	152/2	4.523
88	NARORA	153	0.028
89	NARORA	163	0.202
90	NARORA	154	0.174
91	NARORA	155	0.061
92	NARORA	156	1.578
93	NARORA	158/6	2.719
94	NARORA	160/6	0.255
95	NARORA	142	3.035
96	NARORA	166/1	0.142
97	NARORA	168	0.057
98	NARORA	169	1.978
99	NARORA	170	0.065
100	NARORA	176/1	0.142
101	NARORA	176/2	0.142
102	NARORA	180/1	1.360
103	NARORA	180/2	1.360
104	NARORA	176/5	0.142
105	NARORA	176/6	0.142
106	NARORA	180/5	1.360
107	NARORA	180/6	1.360
		<b>TOTAL</b>	<b>300.571</b>

FREEHOLD LAND (ADJACENT AREA)			
SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	MADHEYPUR	752/2	0.700

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	SONRA	162	0.202
2	SONRA	149	1.702
3	SONRA	132	0.255
4	SONRA	154	0.198
5	SONRA	157	0.006
6	SONRA	157	0.009
7	SONRA	159	0.625
8	SONRA	157	0.007
9	SONRA	157	0.006
10	SONRA	157	0.009
11	SONRA	154	0.099
1	BAIJNATH	25	0.015
2	BAIJNATH	37	0.033
3	BAIJNATH	50	0.299
4	BAIJNATH	57	0.361
5	BAIJNATH	51	0.035
6	BAIJNATH	52	0.319
7	BAIJNATH	51	0.034
8	BAIJNATH	52	0.320
9	BAIJNATH	698/2	0.320
10	BAIJNATH	111	0.178
11	BAIJNATH	112	0.032
12	BAIJNATH	98	0.247
13	BAIJNATH	99	0.142
14	BAIJNATH	100	0.036
15	BAIJNATH	7/1/2	0.006
16	BAIJNATH	7/1/3	0.006
17	BAIJNATH	7/1/1	0.006
18	BAIJNATH	7/1/4	0.006
19	BAIJNATH	23/1	0.111
20	BAIJNATH	24/1	0.062
21	BAIJNATH	115/1	0.005
22	BAIJNATH	23/3	0.110

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
23	BAIJNATH	24/3	0.062
24	BAIJNATH	116/2	0.005
25	BAIJNATH	23/2	0.110
26	BAIJNATH	24/2	0.062
27	BAIJNATH	115/2	0.003
28	BAIJNATH	116/2	0.003
1	NARORA	111P	0.074
2	NARORA	122	0.117
3	NARORA	124	0.150
4	NARORA	125	0.146
5	NARORA	123	0.121
1	MADHEYPUR	881/1/1	0.004
1	KHAMARIYA	153/2	0.028
1	HINOTI	19	0.040
2	HINOTI	21	0.069
3	HINOTI	52	0.049
4	HINOTI	61	0.304
1	SONRA	37	0.700
2	SONRA	164	0.388
3	SONRA	165	5.547
4	SONRA	163	3.137
1	BAIJNATH	114	0.158
2	BAIJNATH	147	0.010
1	NARORA	127	0.004
1	NARORA	84	0.008

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
2	NARORA	2	0.522
3	NARORA	3/9	0.271
4	NARORA	5/1	0.275
5	NARORA	7/2	0.065
6	NARORA	120/9	0.070
7	NARORA	88/6	0.303
8	NARORA	126	0.065
9	NARORA	112/6	0.100
10	NARORA	117/1	0.069
11	NARORA	117/2	0.069
12	NARORA	117/3	0.065
13	NARORA	117/5	0.065
14	NARORA	118/1	0.085
15	NARORA	118/2	0.085
16	NARORA	118/3	0.085
17	NARORA	118/5	0.085
18	NARORA	117/4	0.065
19	NARORA	118/4	0.081
20	NARORA	117/6	0.069
21	NARORA	118/5	0.085
22	NARORA	130/1/2	0.208
23	NARORA	6/2	0.299
24	NARORA	162	0.133
25	NARORA	164	0.607
26	NARORA	171	1.659
27	NARORA	172	2.776
28	NARORA	173	0.283
29	NARORA	174	3.213
30	NARORA	175	1.323
		<b>TOTAL</b>	<b>30.880</b>
		<b>GRAND TOTAL</b>	<b>331.451</b>

FREEHOLD LAND (APPLIED MINING LICENCE / PROSPECTING LICENCE)			
SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	MADHEYPUR	757	0.438
2	MAD HEYPUR	730	0.462
3	MADHEYPUR	872	0.166
4	MADHEYPUR	854/1	0.464
5	MADHEYPUR	538/3	0.473
6	MADHEYPUR	877/3	0.581
7	MADHEYPUR	877/6	0.097
8	MADHEYPUR	877/7	0.097
9	MADHEYPUR	877/5	0.097
10	MADHEYPUR	848	0.934
11	MADHEYPUR	877/4	0.581
12	MADHEYPUR	521/5	0.500
13	MADHEYPUR	787	0.809
14	MADHEYPUR	768/3	0.086
15	MADHEYPUR	555/4Kha	0.202
		<b>SUB TOTAL</b>	<b>5.987</b>
1	BAHELIYA	19/5	0.134
2	BAHELIYA	18/2	0.324
		<b>SUB TOTAL</b>	<b>0.458</b>
1	CHHIJWAR	706	2.003
		<b>SUB TOTAL</b>	<b>2.003</b>
		<b>TOTAL</b>	<b>8.448</b>
1	BAIJNATH	238	0.692
2	BAIJNATH	217	0.454
3	BAIJNATH	221	0.364
4	BAIJNATH	166/1	0.292
5	BAIJNATH	167/1	0.015
6	BAIJNATH	166/2	0.292
7	BAIJNATH	167/2	0.015
8	BAIJNATH	310	0.397
9	BAIJNATH	373	0.247
10	BAIJNATH	306./2	0.073

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
11	BAIJNATH	314/2	0.037
12	BAIJNATH	315/2	0.369
13	BAIJNATH	275	0.983
14	BAIJNATH	276	0.036
15	BAIJNATH	305	0.356
16	BAIJNATH	220/2	0.364
17	BAIJNATH	240/4	0.251
18	BAIJNATH	393/1	0.046
19	BAIJNATH	398/1	0.049
20	BAIJNATH	399/1	0.327
21	BAIJNATH	365/2	0.045
22	BAIJNATH	378/2	0.330
23	BAIJNATH	245	0.765
24	BAIJNATH	283	1.602
25	BAIJNATH	284	0.069
26	BAIJNATH	285	0.113
27	BAIJNATH	384	0.227
28	BAIJNATH	385	0.040
29	BAIJNATH	161	0.454
30	BAIJNATH	422	0.614
		<b>SUB TOTAL</b>	<b>9.918</b>
1	HINOTI	55	0.672
2	HINOTI	53	0.093
3	HINOTI	54	3.468
4	HINOTI	62/1	0.284
5	HINOTI	63/1	0.012
6	HINOTI	66/1	0.109
7	HINOTI	63/2	0.020
8	HINOTI	68/2	0.190
9	HINOTI	72/2	0.073
10	HINOTI	93	0.178
11	HINOTI	66/3	0.114
12	HINOTI	62/2	0.283
13	HINOTI	63/4	0.008

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
14	HINOTI	67/2	0.093
15	HINOTI	68/3	0.093
16	HINOTI	72/3	0.037
17	HINOTI	74/2	0.101
18	HINOTI	75/3	0.020
19	HINOTI	79/3	0.048
20	HINOTI	80/3	0.021
21	HINOTI	84/2	0.016
22	HINOTI	85/2	0.133
23	HINOTI	94/3	0.105
24	HINOTI	95/2	0.126
25	HINOTI	96/2	0.101
26	HINOTI	97	0.166
27	HINOTI	64	0.109
28	HINOTI	63/3	0.020
29	HINOTI	65	0.121
30	HINOTI	91	0.032
31	HINOTI	101/1	0.016
32	HINOTI	127	0.231
33	HINOTI	128	0.494
34	HINOTI	198	0.287
35	HINOTI	199	0.073
36	HINOTI	200	0.458
37	HINOTI	206/1	0.476
38	HINOTI	206/2	0.103
39	HINOTI	105/1	0.202
40	HINOTI	136/2	0.308
41	HINOTI	56	0.817
42	HINOTI	69	0.267
43	HINOTI	70	0.275
44	HINOTI	71	0.825
45	HINOTI	173/2	0.109
46	HINOTI	171/3	0.223
		<b>SUB TOTAL</b>	<b>12.010</b>
		<b>TOTAL</b>	<b>21.928</b>

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	BAIJNATH	695	0.028
2	BAIJNATH	696	0.579
		<b>SUB TOTAL</b>	<b>0.607</b>
1	KHAMARIYA	158	1.319
2	KHAMARIYA	181	0.118
3	KHAMARIYA	182	0.299
4	KHAMARIYA	229	1.133
		<b>SUB TOTAL</b>	<b>2.869</b>
		<b>TOTAL</b>	<b>3.476</b>
1	DEVRA	1182	0.441
2	DEVRA	1188	0.134
3	DEVRA	1189/2	0.040
4	DEVRA	1203	0.206
5	DEVRA	1204	3.520
6	DEVRA	1186	7.248
7	DEVRA	1187	0.559
8	DEVRA	1178	0.384
9	DEVRA	1180	3.427
10	DEVRA	1181	0.109
11	DEVRA	1180/1212	0.028
12	DEVRA	1191/1	0.927
13	DEVRA	1155	0.134
14	DEVRA	1156	0.121
15	DEVRA	1157	3.175
16	DEVRA	969/1Kha	0.857
17	DEVRA	577/1	0.494
18	DEVRA	1168/2	0.020
19	DEVRA	1169/2	0.457
20	DEVRA	1056/1	0.073
21	DEVRA	1079/1Ka	0.506
22	DEVRA	1191	1.578
23	DEVRA	1192	0.089
24	DEVRA	1193	0.073
25	DEVRA	1172/2	0.065



SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
26	DEVRA	1175/1Ka	1.625
27	DEVRA	1176/2	0.057
28	DEVRA	1175/2	1.214
29	DEVRA	1166/1	0.648
30	DEVRA	1166/2	0.648
31	DEVRA	1167/1	0.044
32	DEVRA	1167/2	0.045
33	DEVRA	1171/1/1	0.274
34	DEVRA	1171/2/1	0.274
35	DEVRA	566/4/2	0.405
36	DEVRA	965/1/Kha	0.052
37	DEVRA	1016/2	0.101
38	DEVRA	1017/2	0.077
39	DEVRA	1025/2	0.192
40	DEVRA	986/2Ga	0.146
41	DEVRA	987/2	0.373
42	DEVRA	1061/3	0.049
43	DEVRA	1174/1Ka/2	0.161
44	DEVRA	1174/2/1/2	0.097
45	DEVRA	1177/2	0.194
46	DEVRA	1174/2/2	0.825
47	DEVRA	1174/2/1/1	0.728
48	DEVRA	587/5	0.202
49	DEVRA	590/5	0.247
50	DEVRA	1057/1	0.093
51	DEVRA	1174/1Ka/1/2	0.073
		<b>SUB TOTAL</b>	<b>33.509</b>
1	KOTHAR	33/1Kha	0.809
2	KOTHAR	4	2.318
3	KOTHAR	33/2	0.809
4	KOTHAR	51/5/2	0.259
5	KOTHAR	42/2	0.283
6	KOTHAR	43/1	2.931
7	KOTHAR	1/1Ka	1.986

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
8	KOTHAR	2/1Ka	0.082
9	KOTHAR	3/1Kha	0.304
10	KOTHAR	11/1Ka/1	0.818
		<b>SUB TOTAL</b>	<b>10.599</b>
		<b>TOTAL</b>	<b>44.108</b>
1	NARORA	14	0.664
2	NARORA	54	0.478
3	NARORA	57/8	0.025
4	NARORA	52	0.032
5	NARORA	67/6	0.203
6	NARORA	51	0.032
7	NARORA	59	0.142
8	NARORA	75	0.101
9	NARORA	77	0.162
10	NARORA	79	0.239
		<b>TOTAL</b>	<b>2.078</b>

FREEHOLD LAND (APPLIED MINING LICENCE / PROSPECTING LICENCE)(ADJACENT AREA)			
SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	MADHEYPUR	847/2	0.684
5	MADHEYPUR	847/1	1.412
6	MADHEYPUR	878/2	0.983
7	MADHEYPUR	718/1	0.283
8	MADHEYPUR	719/1	0.020
9	MADHEYPUR	720/1	1.186
1	DEWRA	1205/1	0.028
2	DEWRA	1081/1210	0.073
3	DEWRA	1180/1211	0.263
4	DEWRA	1205/2	0.081
		<b>TOTAL</b>	<b>5.013</b>
		<b>GRAND TOTAL</b>	<b>85.051</b>

AWARDED LAND (PRIVATE)			
SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	MADHEYPUR	639	0.049
2	MADHEYPUR	640	0.442
		<b>SUB TOTAL</b>	<b>0.491</b>
1	SONRA	131	1.010
2	SONRA	131	1.008
3	SONRA	114	2.412
4	SONRA	125	3.618
		<b>SUB TOTAL</b>	<b>8.048</b>
1	SONRA	125	0.972
		<b>SUB TOTAL</b>	<b>0.972</b>
1	MADHEYPUR	341	0.073
2	MADHEYPUR	342/5	0.849
3	MADHEYPUR	347	0.276
4	MADHEYPUR	348	0.069
5	MADHEYPUR	349	0.692
6	MADHEYPUR	342/1	0.386
7	MADHEYPUR	342/2	1.840
8	MADHEYPUR	342/3KA	0.289
9	MADHEYPUR	342/3KHA	0.574
10	MADHEYPUR	342/4	0.405
11	MADHEYPUR	351	0.049
12	MADHEYPUR	352	0.696
13	MADHEYPUR	576	0.506
14	MADHEYPUR	370	0.368
15	MADHEYPUR	582	1.566
16	MADHEYPUR	400	0.040
17	MADHEYPUR	401	0.259
18	MADHEYPUR	406	0.032
19	MADHEYPUR	402	0.951
20	MADHEYPUR	404	0.364

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
21	MADHEYPUR	581/1	0.182
22	MADHEYPUR	405	0.429
23	MADHEYPUR	407	0.328
24	MADHEYPUR	408	0.441
25	MADHEYPUR	415	2.886
26	MADHEYPUR	417	0.368
27	MADHEYPUR	418	0.016
28	MADHEYPUR	416	0.221
29	MADHEYPUR	420/1	0.069
30	MADHEYPUR	421/2	1.418
31	MADHEYPUR	420/2	0.065
32	MADHEYPUR	421/1	2.336
33	MADHEYPUR	568	0.565
34	MADHEYPUR	569	0.243
35	MADHEYPUR	570	0.486
36	MADHEYPUR	583	0.255
37	MADHEYPUR	581/2	2.529
38	MADHEYPUR	571/1	0.939
39	MADHEYPUR	571/2	0.101
40	MADHEYPUR	574	0.020
41	MADHEYPUR	572	0.344
42	MADHEYPUR	653/2/1/KA	1.404
43	MADHEYPUR	657	2.024
44	MADHEYPUR	653/2/2	0.008
45	MADHEYPUR	653/2/3	0.008
46	MADHEYPUR	653/2/4	0.008
47	MADHEYPUR	653/2/5	0.008
48	MADHEYPUR	653/1	0.607
49	MADHEYPUR	654	0.089
50	MADHEYPUR	655	0.283
51	MADHEYPUR	656	0.648
52	MADHEYPUR	413/2	0.028
53	MADHEYPUR	414/2	0.052
		<b>TOTAL</b>	<b>29.692</b>

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	CHHIJWAR	506/1KA	0.243
2	CHHIJWAR	510/1	0.073
3	CHHIJWAR	511/1	0.911
4	CHHIJWAR	515/2	0.995
5	CHHIJWAR	514/1KA	0.187
6	CHHIJWAR	514/2	0.007
		<b>TOTAL</b>	<b>2.416</b>
		<b>GRAND TOTAL</b>	<b>33.080</b>
1	SONRA	151	0.053
2	SONRA	152	1.169
3	SONRA	156	0.510
4	SONRA	136/2	0.057
5	SONRA	148	6.236
6	SONRA	122	0.239
7	SONRA	126	1.902
8	SONRA	136/1	0.028
9	SONRA	155	0.028
10	SONRA	159	0.762
11	SONRA	160	0.069
		<b>SUB TOTAL</b>	<b>11.053</b>
1	MADHEYPUR	633	7.657
2	MADHEYPUR	636/1	1.780
3	MADHEYPUR	636/2	4.214
		<b>SUB TOTAL</b>	<b>13.651</b>
		<b>TOTAL</b>	<b>24.704</b>
1	SONRA	40 P	1.250
2	SONRA	39	0.773
3	SONRA	40 P	2.023
4	SONRA	40 P	1.021
5	SONRA	32	0.911
6	SONRA	26	1.987

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
7	SONRA	32 P	0.405
8	SONRA	32 P	2.023
9	SONRA	32 P	2.023
10	SONRA	25	7.802
11	SONRA	28	5.467
12	SONRA	33	0.947
13	SONRA	41	0.733
14	SONRA	32 P	7.540
15	SONRA	45	1.109
16	SONRA	36	1.522
17	SONRA	39 P	0.502
18	SONRA	37 P	0.299
19	SONRA	38	0.162
20	SONRA	34	0.045
21	SONRA	35	1.360
22	SONRA	27	1.761
23	SONRA	11	0.324
24	SONRA	16	0.401
25	SONRA	53	0.413
26	SONRA	55	0.767
		<b>SUB TOTAL</b>	<b>43.570</b>
1	MADHEYPUR	879/2	0.344
2	MADHEYPUR	880/2	0.291
3	MADHEYPUR	881/2	2.572
		<b>SUB TOTAL</b>	<b>3.207</b>
1	BAIJNATH	8/1	0.929
2	BAIJNATH	8/2	0.308
3	BAIJNATH	33	0.045
4	BAIJNATH	110	0.312
5	BAIJNATH	25	0.247
6	BAIJNATH	29	0.522
7	BAIJNATH	30	0.069

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
8	BAIJNATH	41	0.401
9	BAIJNATH	111	0.093
10	BAIJNATH	112	0.057
11	BAIJNATH	11	5.937
12	BAIJNATH	53	0.369
13	BAIJNATH	9	0.729
14	BAIJNATH	144	0.245
15	BAIJNATH	689	0.320
16	BAIJNATH	687	1.497
17	BAIJNATH	690	0.737
18	BAIJNATH	691	0.813
		<b>SUB TOTAL</b>	<b>13.63</b>
1	KHAMARIYA	139	0.749
2	KHAMARIYA	140	0.291
3	KHAMARIYA	141	0.583
4	KHAMARIYA	142	0.894
5	KHAMARIYA	143	0.575
6	KHAMARIYA	147	0.680
7	KHAMARIYA	149	0.275
8	KHAMARIYA	150	0.364
9	KHAMARIYA	148	0.247
10	KHAMARIYA	153 P	0.514
11	KHAMARIYA	153 P	0.486
12	KHAMARIYA	144	1.271
13	KHAMARIYA	151	0.004
14	KHAMARIYA	154/1	2.263
15	KHAMARIYA	189/1	0.567
16	KHAMARIYA	190/1	0.303
17	KHAMARIYA	191/1	0.098
18	KHAMARIYA	154/2	2.258
19	KHAMARIYA	155/2	0.028
20	KHAMARIYA	189/2	0.559
21	KHAMARIYA	190/2	0.277

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
22	KHAMARIYA	191/2	0.100
23	KHAMARIYA	155/1	0.029
24	KHAMARIYA	207	0.486
		<b>SUB TOTAL</b>	<b>13.901</b>
1	HINOTI	45	0.740
2	HINOTI	22/1	0.486
3	HINOTI	22/2	0.486
4	HINOTI	22/3	1.445
5	HINOTI	22/4	1.448
6	HINOTI	15/1	0.735
		<b>SUB TOTAL</b>	<b>5.340</b>
		<b>TOTAL</b>	<b>79.648</b>
1	SONRA	84	2.399
2	SONRA	32 P	0.441
3	SONRA	42	3.047
4	SONRA	82	0.125
5	SONRA	29	0.049
6	SONRA	30	0.467
7	SONRA	85	2.152
8	SONRA	94	0.049
9	SONRA	43	3.699
10	SONRA	86	0.146
11	SONRA	46	0.121
12	SONRA	47	2.177
13	SONRA	44	0.567
14	SONRA	87	0.421
15	SONRA	52	0.320
16	SONRA	102	1.052
17	SONRA	103	0.660
18	SONRA	112	1.113
19	SONRA	113	0.660
20	SONRA	93	1.100

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
21	SONRA	17	0.081
22	SONRA	18	1.166
23	SONRA	19	1.011
24	SONRA	20	0.114
25	SONRA	21	1.874
26	SONRA	45	0.020
27	SONRA	100	0.376
28	SONRA	101	0.497
29	SONRA	83	4.257
30	SONRA	92	0.817
31	SONRA	89	0.519
32	SONRA	90	0.769
33	SONRA	91/2	0.409
		<b>SUB TOTAL</b>	<b>32.675</b>
1	BAIJNATH	3/1	1.606
2	BAIJNATH	5/1	0.045
3	BAIJNATH	3/2	0.534
4	BAIJNATH	5/2	0.012
5	BAIJNATH	20	0.768
6	BAIJNATH	118	0.069
7	BAIJNATH	119	0.263
8	BAIJNATH	120	0.073
9	BAIJNATH	123	1.019

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
10	BAIJNATH	124	0.093
11	BAIJNATH	131	0.462
12	BAIJNATH	132	1.967
13	BAIJNATH	133	1.246
14	BAIJNATH	134	0.571
15	BAIJNATH	142	0.571
16	BAIJNATH	140	1.068
		<b>SUB TOTAL</b>	<b>10.367</b>
1	HINOTI	35	0.121
2	HINOTI	36	2.388
3	HINOTI	39	0.032
4	HINOTI	40	0.085
5	HINOTI	23/2	0.065
6	HINOTI	24/2	1.036
7	HINOTI	23/1	0.064
8	HINOTI	24/1	1.032
		<b>SUB TOTAL</b>	<b>4.823</b>
1	NARORA	127	0.698
		<b>SUB TOTAL</b>	<b>0.698</b>
		<b>TOTAL</b>	<b>48.563</b>
		<b>GRAND TOTAL</b>	<b>194.534</b>

**SCHEDULE IA  
JAYPEE SIDHI LAND  
GOVERNMENT LAND**

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	DHAURAHRA	1	7.99
2	DHAURAHRA	2	0.27
3	DHAURAHRA	17	1.97
4	DHAURAHRA	19	5.04
5	DHAURAHRA	24	0.64
6	DHAURAHRA	34	0.10

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
7	DHAURAHRA	3	0.08
8	DHAURAHRA	9	0.06
9	DHAURAHRA	14	0.59
10	DHAURAHRA	16	0.11
		<b>SUB TOTAL</b>	<b>16.85</b>

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	MALGAO	1	5.61
		<b>SUB TOTAL</b>	<b>5.61</b>
1	PIPRAO	25	0.02
		<b>SUB TOTAL</b>	<b>0.02</b>
1	MAJHIGAWAN	1	3.32
2	MAJHIGAWAN	2	0.65
3	MAJHIGAWAN	3	4.84
4	MAJHIGAWAN	4	0.03
5	MAJHIGAWAN	5	6.63
6	MAJHIGAWAN	6	0.03
7	MAJHIGAWAN	7	1.13
8	MAJHIGAWAN	8	0.03
9	MAJHIGAWAN	9	9.78
10	MAJHIGAWAN	10	0.07
11	MAJHIGAWAN	11	0.09
12	MAJHIGAWAN	46	0.04
13	MAJHIGAWAN	53	0.72
14	MAJHIGAWAN	14	0.07
		<b>SUB TOTAL</b>	<b>27.43</b>
1	KARIYAJHAR	5	7.55
2	KARIYAJHAR	7	0.46
3	KARIYAJHAR	9	1.23
4	KARIYAJHAR	8	0.46
5	KARIYAJHAR	10	0.04
6	KARIYAJHAR	11	0.06
7	KARIYAJHAR	12	0.61
8	KARIYAJHAR	14	0.41
9	KARIYAJHAR	15	0.35
10	KARIYAJHAR	16	0.25
11	KARIYAJHAR	25	0.33
12	KARIYAJHAR	27	2.29

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
13	KARIYAJHAR	28	0.07
14	KARIYAJHAR	29	0.35
15	KARIYAJHAR	33	0.16
16	KARIYAJHAR	34	2.63
17	KARIYAJHAR	35	0.09
18	KARIYAJHAR	37	0.19
19	KARIYAJHAR	38	0.40
20	KARIYAJHAR	39	2.22
21	KARIYAJHAR	40	0.03
22	KARIYAJHAR	41	2.89
23	KARIYAJHAR	42	0.12
24	KARIYAJHAR	43	1.77
25	KARIYAJHAR	44	0.02
26	KARIYAJHAR	45	0.69
27	KARIYAJHAR	46	0.03
28	KARIYAJHAR	47	0.06
29	KARIYAJHAR	48	0.99
30	KARIYAJHAR	49	0.05
31	KARIYAJHAR	50	2.17
32	KARIYAJHAR	51	0.05
33	KARIYAJHAR	52	1.32
34	KARIYAJHAR	53	0.08
35	KARIYAJHAR	54	1.42
36	KARIYAJHAR	55	0.06
37	KARIYAJHAR	56	1.00
38	KARIYAJHAR	59	0.06
39	KARIYAJHAR	62	1.05
40	KARIYAJHAR	63	0.06
41	KARIYAJHAR	64	0.64
42	KARIYAJHAR	65	0.06
43	KARIYAJHAR	36	0.39
44	KARIYAJHAR	66	0.44
45	KARIYAJHAR	67	0.07
46	KARIYAJHAR	86	0.66

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
47	KARIYAJHAR	69	2.12
48	KARIYAJHAR	70	0.03
49	KARIYAJHAR	71	1.16
50	KARIYAJHAR	72	0.03
51	KARIYAJHAR	74	0.30
52	KARIYAJHAR	78	0.32
53	KARIYAJHAR	80	0.17
54	KARIYAJHAR	81	0.09
55	KARIYAJHAR	82	0.20
56	KARIYAJHAR	87	0.18
57	KARIYAJHAR	89	0.27
58	KARIYAJHAR	92	2.60
59	KARIYAJHAR	94	0.03
60	KARIYAJHAR	95	1.20
61	KARIYAJHAR	96	2.74
62	KARIYAJHAR	97	0.90
63	KARIYAJHAR	98	0.02
64	KARIYAJHAR	99	2.08
65	KARIYAJHAR	100	0.15
66	KARIYAJHAR	101	1.51
67	KARIYAJHAR	102	0.13
68	KARIYAJHAR	103	0.15
69	KARIYAJHAR	104	0.03
70	KARIYAJHAR	105	1.51
73	KARIYAJHAR	88	0.12
74	KARIYAJHAR	106	0.08
75	KARIYAJHAR	107	2.52
		<b>SUB TOTAL</b>	<b>56.97</b>
1	DHAURAHRA	13	1.97
2	DHAURAHRA	15	0.06
3	DHAURAHRA	18	0.32
		<b>SUB TOTAL</b>	<b>2.35</b>

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	DHAURAHRA	23	0.56
2	DHAURAHRA	44	0.50
3	DHAURAHRA	45	0.08
4	DHAURAHRA	58	0.01
5	DHAURAHRA	60	0.06
6	DHAURAHRA	61	0.14
7	DHAURAHRA	69	0.22
		<b>SUB TOTAL</b>	<b>1.57</b>
1	MAJHIGAWAN	26	0.01
2	MAJHIGAWAN	27	0.02
3	MAJHIGAWAN	36	0.16
4	MAJHIGAWAN	50	0.02
5	MAJHIGAWAN	51	0.08
6	MAJHIGAWAN	54	0.65
7	MAJHIGAWAN	75	0.80
8	MAJHIGAWAN	100	0.75
9	MAJHIGAWAN	136	0.23
10	MAJHIGAWAN	154/1	1.50
11	MAJHIGAWAN	227	0.14
12	MAJHIGAWAN	141	0.21
13	MAJHIGAWAN	78	0.15
14	MAJHIGAWAN	118	12.39
		<b>SUB TOTAL</b>	<b>17.11</b>
1	KARIYAJHAR	24	0.58
2	KARIYAJHAR	30	0.13
3	KARIYAJHAR	128	0.08
4	KARIYAJHAR	286	0.03
5	KARIYAJHAR	112/2	3.87
		<b>SUB TOTAL</b>	<b>4.69</b>
1	SARDA	308/2	1.20
2	SARDA	86/2	0.46

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
3	SARDA	87	0.67
4	SARDA	88	0.12
5	SARDA	75/2	0.40
6	SARDA	80	0.16
7	SARDA	408	0.12
8	SARDA	410/1/1	0.03
9	SARDA	410/2	1.00
10	SARDA	412/2	0.04
11	SARDA	407/3	0.57
12	SARDA	115	0.15
13	SARDA	116	0.10
14	SARDA	117	0.14
15	SARDA	118	0.13
16	SARDA	119	0.16
17	SARDA	120	0.14
18	SARDA	121/2	0.04
19	SARDA	129/2	0.08
20	SARDA	130/2	0.09
21	SARDA	430/3	0.04
22	SARDA	303/3	0.57
23	SARDA	55/2	0.06
24	SARDA	92	0.02
25	SARDA	93/2	0.04
26	SARDA	306	0.07
27	SARDA	396/2	0.08
28	SARDA	400	0.10
29	SARDA	401/2	0.04
30	SARDA	402/2	0.15
31	SARDA	405/2	0.02
32	SARDA	406	0.13
33	SARDA	1	0.98
34	SARDA	4	0.56
35	SARDA	16	0.06
36	SARDA	52	0.04

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
37	SARDA	54	0.04
38	SARDA	53	0.04
39	SARDA	71	0.20
40	SARDA	89	0.04
41	SARDA	90	0.05
42	SARDA	91	0.05
43	SARDA	95	0.05
44	SARDA	97	0.26
45	SARDA	108/2	0.09
46	SARDA	313	0.06
47	SARDA	330	0.03
48	SARDA	336	0.25
49	SARDA	339	0.61
50	SARDA	340	0.07
51	SARDA	348	0.28
52	SARDA	365	0.10
53	SARDA	373	0.01
54	SARDA	376	0.03
55	SARDA	397	0.19
56	SARDA	409	0.04
		<b>SUB TOTAL</b>	<b>11.25</b>
1	PATNA	2	0.48
2	PATNA	3	0.11
3	PATNA	6	0.07
4	PATNA	19	0.31
5	PATNA	25	0.39
6	PATNA	26	0.14
7	PATNA	27	0.10
8	PATNA	28	0.97
9	PATNA	29	0.32
10	PATNA	35	0.06
11	PATNA	36	0.04
12	PATNA	37	0.01



SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
13	PATNA	38	0.02
14	PATNA	39	0.01
15	PATNA	51	0.09
16	PATNA	73	0.02
17	PATNA	74	0.11
18	PATNA	207	0.01
19	PATNA	75	0.01
20	PATNA	93	0.05
21	PATNA	109	0.18
22	PATNA	110	0.15
23	PATNA	111	0.31
24	PATNA	112	1.90
25	PATNA	115	0.03
26	PATNA	118	0.14
27	PATNA	119	0.08
28	PATNA	294	0.13
29	PATNA	302	0.07
30	PATNA	303	0.05
31	PATNA	304	0.02
32	PATNA	311	0.03
33	PATNA	295	0.17
34	PATNA	296/2	0.03
35	PATNA	287	0.02
36	PATNA	321	0.24
37	PATNA	322/2	0.20
38	PATNA	320	0.01
39	PATNA	318/2	0.09
40	PATNA	319/1	0.16
41	PATNA	316/2	0.06
42	PATNA	317/2	0.01
43	PATNA	323	0.08
		<b>SUB TOTAL</b>	<b>7.48</b>
1	JUDMANI	142/1	11.638
		<b>SUB TOTAL</b>	<b>11.638</b>

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	BUDHGAUNA	1	0.04
2	BUDHGAUNA	4	0.28
3	BUDHGAUNA	8/1	0.47
4	BUDHGAUNA	9/1	0.27
5	BUDHGAUNA	10	0.64
6	BUDHGAUNA	11	2.00
		<b>SUB TOTAL</b>	<b>3.70</b>
1	GODHATOLA	1	0.51
2	GODHATOLA	13	0.10
3	GODHATOLA	259	0.43
4	GODHATOLA	283	0.04
		<b>SUB TOTAL</b>	<b>1.08</b>
		<b>GRAND TOTAL</b>	<b>167.748</b>

FREEHOLD LAND			
SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	PIPRAON	2	0.09
2	PIPRAON	3	0.06
3	PIPRAON	4	0.16
4	PIPRAON	7	0.87
5	PIPRAON	9	0.05
6	PIPRAON	10	0.11
7	PIPRAON	11	0.08
8	PIPRAON	12	0.10
9	PIPRAON	13	0.12
10	PIPRAON	14	0.11
11	PIPRAON	15	0.12
12	PIPRAON	18	0.12
		<b>SUB TOTAL</b>	<b>1.99</b>
1	MALGAO	2	0.74
2	MALGAO	3	0.49
3	MALGAO	4	0.70
4	MALGAO	5	0.01
		<b>SUB TOTAL</b>	<b>1.94</b>

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	KARIYAJHAR	111	0.92
2	KARIYAJHAR	108	0.09
3	KARIYAJHAR	109	1.73
4	KARIYAJHAR	110	0.03
5	KARIYAJHAR	6	0.34
6	KARIYAJHAR	32	0.36
7	KARIYAJHAR	61	0.03
8	KARIYAJHAR	68	0.31
9	KARIYAJHAR	73	0.75
10	KARIYAJHAR	75	0.59
11	KARIYAJHAR	77	0.51
12	KARIYAJHAR	79	0.57
13	KARIYAJHAR	83	0.03
14	KARIYAJHAR	84	0.11
15	KARIYAJHAR	90	0.14
16	KARIYAJHAR	91	0.52
17	KARIYAJHAR	93	0.14
18	KARIYAJHAR	76	0.03
19	KARIYAJHAR	85	0.28
20	KARIYAJHAR	23	2.67
21	KARIYAJHAR	22	1.16
22	KARIYAJHAR	21	0.20
23	KARIYAJHAR	26	0.41
24	KARIYAJHAR	1	0.16
		<b>SUB TOTAL</b>	<b>12.08</b>
1	DHAURAHRA	4	0.98
2	DHAURAHRA	20	1.43
3	DHAURAHRA	22/503	0.45
		<b>SUB TOTAL</b>	<b>2.86</b>
1	DHAURAHRA	35	0.44
2	DHAURAHRA	50	0.05
3	DHAURAHRA	46	0.58

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
4	DHAURAHRA	47	0.33
5	DHAURAHRA	53	0.22
6	DHAURAHRA	54	0.24
7	DHAURAHRA	57	0.25
8	DHAURAHRA	84	0.87
9	DHAURAHRA	51	5.02
10	DHAURAHRA	52	0.60
11	DHAURAHRA	25	0.39
12	DHAURAHRA	32	0.03
13	DHAURAHRA	33	0.79
14	DHAURAHRA	36	0.065
15	DHAURAHRA	37	0.22
		<b>SUB TOTAL</b>	<b>10.095</b>
1	MAJHIGAWAN	68	0.63
2	MAJHIGAWAN	69	0.31
3	MAJHIGAWAN	70	0.71
4	MAJHIGAWAN	71	0.23
5	MAJHIGAWAN	131	0.54
6	MAJHIGAWAN	41	0.01
7	MAJHIGAWAN	28	1.67
8	MAJHIGAWAN	15	0.42
9	MAJHIGAWAN	124	0.52
10	MAJHIGAWAN	127	0.42
11	MAJHIGAWAN	128	0.04
12	MAJHIGAWAN	216/1	0.28
13	MAJHIGAWAN	218	0.07
14	MAJHIGAWAN	225	0.07
15	MAJHIGAWAN	224	0.12
16	MAJHIGAWAN	219	0.60
17	MAJHIGAWAN	258	0.16
18	MAJHIGAWAN	230	0.34
19	MAJHIGAWAN	12	0.045
20	MAJHIGAWAN	77	0.34

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
21	MAJHIGAWAN	82	0.57
22	MAJHIGAWAN	79	0.44
23	MAJHIGAWAN	86	0.03
24	MAJHIGAWAN	92	0.17
25	MAJHIGAWAN	106	0.06
26	MAJHIGAWAN	241	0.03
27	MAJHIGAWAN	73	0.09
28	MAJHIGAWAN	66	0.21
29	MAJHIGAWAN	83	0.03
30	MAJHIGAWAN	84	0.01
31	MAJHIGAWAN	110	0.61
32	MAJHIGAWAN	112	0.46
33	MAJHIGAWAN	105	0.43
34	MAJHIGAWAN	237	0.15
35	MAJHIGAWAN	240	0.02
36	MAJHIGAWAN	23	0.03
37	MAJHIGAWAN	24	1.16
38	MAJHIGAWAN	25	0.03
39	MAJHIGAWAN	32	0.40
40	MAJHIGAWAN	33	0.04
41	MAJHIGAWAN	44	0.36
42	MAJHIGAWAN	45	0.45
43	MAJHIGAWAN	38	0.10
44	MAJHIGAWAN	216/2	0.27
45	MAJHIGAWAN	87	0.05
46	MAJHIGAWAN	88	0.01
47	MAJHIGAWAN	89	0.08
48	MAJHIGAWAN	93	0.04
49	MAJHIGAWAN	94	0.70
50	MAJHIGAWAN	95	0.07
51	MAJHIGAWAN	96	0.47
52	MAJHIGAWAN	97	0.03
53	MAJHIGAWAN	108	0.65
54	MAJHIGAWAN	109	0.04

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
55	MAJHIGAWAN	115	0.38
56	MAJHIGAWAN	116	0.22
57	MAJHIGAWAN	117	0.11
58	MAJHIGAWAN	232	0.13
59	MAJHIGAWAN	233	0.28
60	MAJHIGAWAN	29	0.02
61	MAJHIGAWAN	34	0.03
62	MAJHIGAWAN	40	0.01
63	MAJHIGAWAN	47	0.50
64	MAJHIGAWAN	49	0.04
65	MAJHIGAWAN	187	0.05
66	MAJHIGAWAN	201	0.02
67	MAJHIGAWAN	221	0.10
68	MAJHIGAWAN	55	0.20
69	MAJHIGAWAN	60	0.35
70	MAJHIGAWAN	63	0.09
71	MAJHIGAWAN	85	0.01
72	MAJHIGAWAN	168	0.01
73	MAJHIGAWAN	67/2	0.40
74	MAJHIGAWAN	13	0.10
75	MAJHIGAWAN	113/2	0.40
76	MAJHIGAWAN	113/1	0.18
77	MAJHIGAWAN	74	0.09
78	MAJHIGAWAN	67/1	0.10
79	MAJHIGAWAN	104/1	0.19
80	MAJHIGAWAN	111/1	0.28
81	MAJHIGAWAN	16	0.77
82	MAJHIGAWAN	17	0.03
83	MAJHIGAWAN	39	0.01
84	MAJHIGAWAN	57	0.09
85	MAJHIGAWAN	62	0.18
86	MAJHIGAWAN	91	0.26
		<b>SUB TOTAL</b>	<b>21.445</b>

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	KARIYAJHAR	201/1	0.10
2	KARIYAJHAR	283/1	0.07
3	KARIYAJHAR	284/1	0.03
		<b>SUB TOTAL</b>	<b>0.20</b>
1	SARDA	363	0.02
2	SARDA	364/1	0.05
3	SARDA	3	1.23
4	SARDA	6	0.08
5	SARDA	7	0.36
6	SARDA	8	0.52
7	SARDA	9	0.77
8	SARDA	13	0.12
9	SARDA	14	0.22
10	SARDA	15	1.15
11	SARDA	19	0.60
12	SARDA	21	0.25
13	SARDA	31	0.07
14	SARDA	35	0.10
15	SARDA	58	0.22
16	SARDA	59	0.08
17	SARDA	60	0.40
18	SARDA	62	0.02
19	SARDA	63	0.22
20	SARDA	87	0.67
21	SARDA	88	0.12
22	SARDA	349	0.20
23	SARDA	350	0.23
24	SARDA	387	0.77
25	SARDA	389	0.10
26	SARDA	381	0.11
27	SARDA	40	0.07
28	SARDA	382	0.41
29	SARDA	56	0.02

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
30	SARDA	57	0.15
31	SARDA	354	0.19
32	SARDA	369	0.006
33	SARDA	370	0.006
34	SARDA	371	0.04
35	SARDA	372	0.03
36	SARDA	374	0.003
37	SARDA	390	0.03
38	SARDA	377	0.26
39	SARDA	378	0.17
40	SARDA	395	0.65
41	SARDA	430	0.14
42	SARDA	379/1	0.79
43	SARDA	379/3	0.21
44	SARDA	335	0.29
45	SARDA	356	0.31
46	SARDA	357	0.16
47	SARDA	86/1	0.15
48	SARDA	395/1	0.37
		<b>SUB TOTAL</b>	<b>13.14</b>
1	PATNA	47	0.03
2	PATNA	48	0.02
3	PATNA	49	0.04
4	PATNA	195	0.02
5	PATNA	196	0.02
6	PATNA	199	0.02
7	PATNA	61	0.06
8	PATNA	62	0.05
9	PATNA	86	0.10
10	PATNA	262	0.05
11	PATNA	263	0.05
12	PATNA	321	0.24
13	PATNA	87	0.09

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
14	PATNA	14	0.24
15	PATNA	297	0.16
16	PATNA	11	0.02
17	PATNA	82	0.08
18	PATNA	83	0.05
19	PATNA	72	0.36
20	PATNA	171	0.02
21	PATNA	209	0.02
22	PATNA	210	0.05
23	PATNA	54	0.04
24	PATNA	55	0.04
25	PATNA	155	0.08
26	PATNA	156	0.07
27	PATNA	94	0.18
28	PATNA	95	0.017
29	PATNA	96	0.017
30	PATNA	97	0.13
31	PATNA	98	0.21
32	PATNA	299	0.06
33	PATNA	300	0.02
34	PATNA	22/2	0.13
35	PATNA	105/2	0.06
36	PATNA	164/2	0.16
37	PATNA	9	0.06
38	PATNA	84	0.04
39	PATNA	85	0.08
40	PATNA	162	0.23
41	PATNA	22/3	0.12
42	PATNA	105/3	0.04
43	PATNA	163	0.12
44	PATNA	250	0.02
45	PATNA	22/1	0.12
46	PATNA	215	0.13
47	PATNA	21	0.19

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
48	PATNA	30	0.08
49	PATNA	31	0.07
50	PATNA	107	0.33
51	PATNA	108	0.05
52	PATNA	130	0.06
53	PATNA	105/1	0.06
54	PATNA	164/1	0.16
55	PATNA	214/1	0.10
56	PATNA	213/1	0.10
57	PATNA	252	0.03
58	PATNA	259	0.02
59	PATNA	10	0.04
60	PATNA	52	0.01
61	PATNA	53	0.03
62	PATNA	58	0.03
63	PATNA	59	0.03
64	PATNA	65	0.03
65	PATNA	76	0.03
66	PATNA	80	0.02
67	PATNA	81	0.06
68	PATNA	113	0.10
69	PATNA	114	0.04
70	PATNA	194	0.02
71	PATNA	200	0.03
72	PATNA	16	0.20
73	PATNA	63	0.06
74	PATNA	308	0.06
75	PATNA	12	0.02
		<b>SUB TOTAL</b>	<b>6.024</b>
		<b>TOTAL</b>	<b>69.77</b>
1	HINAUTI	45/1	0.527
2	HINAUTI	40/1	0.073
3	HINAUTI	42/1 KA	0.33
4	HINAUTI	42 /1 KHA	0.218

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
5	HINAUTI	43/1/1	0.113
6	HINAUTI	45/2	0.194
7	HINAUTI	42 /1 GA	0.218
8	HINAUTI	43/2	0.032
9	HINAUTI	44/1	0.081
10	HINAUTI	45/3	0.198
11	HINAUTI	1144/2 KA	0.688
12	HINAUTI	1145/2	0.405
13	HINAUTI	1143/2	0.631
14	HINAUTI	1146/1	0.016
15	HINAUTI	968/1	0.405
16	HINAUTI	973/2	0.036
17	HINAUTI	974/2	0.373
18	HINAUTI	977	0.334
19	HINAUTI	978	0.024
20	HINAUTI	980	0.235
21	HINAUTI	981	0.741
22	HINAUTI	983/5	0.210
23	HINAUTI	964/1/1 KHA	0.513
24	HINAUTI	964/1/1 GA	0.513
25	HINAUTI	964/1/1 KA	0.513
26	HINAUTI	964/1/1 KHA/2	0.170
27	HINAUTI	964/1/1 KA/2	0.170
28	HINAUTI	964/1/1 GA/2	0.170
29	HINAUTI	1144/3 KHA	0.202
30	HINAUTI	1147	0.482
31	HINAUTI	997/2	0.081
32	HINAUTI	1138/1 KA	0.052
33	HINAUTI	1000	0.579
34	HINAUTI	1143/1	0.490
35	HINAUTI	1144/1	0.445
36	HINAUTI	1145/1	0.081
37	HINAUTI	952	0.121
38	HINAUTI	953	0.136

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
39	HINAUTI	955	0.967
40	HINAUTI	956	0.583
41	HINAUTI	992	0.093
42	HINAUTI	994	0.117
43	HINAUTI	970/4 GA	0.097
44	HINAUTI	970/5 GA	0.113
45	HINAUTI	972/1 GA	0.016
46	HINAUTI	973/1 GA	0.008
47	HINAUTI	974/1 GA	0.055
48	HINAUTI	976/3	0.142
49	HINAUTI	970/4 ANGA	0.101
50	HINAUTI	972/1 ANGA	0.016
51	HINAUTI	973/1 ANGA	0.004
52	HINAUTI	974/1 ANGA	0.065
53	HINAUTI	976/5	0.142
54	HINAUTI	970/4 KHA	0.150
55	HINAUTI	972/1 KHA	0.020
56	HINAUTI	973/1 KHA	0.012
57	HINAUTI	974/1 KHA	0.093
58	HINAUTI	976/2	0.214
59	HINAUTI	970/5 KHA	0.057
60	HINAUTI	65/3/2	0.303
61	HINAUTI	65/3/4	0.303
62	HINAUTI	61/3/2	0.121
63	HINAUTI	62/2/2	0.053
64	HINAUTI	65/3/2	0.158
65	HINAUTI	68/3/2	0.008
66	HINAUTI	61/3/1	0.121
67	HINAUTI	62/2/1	0.053
68	HINAUTI	65/3/1	0.158
69	HINAUTI	68/2/1	0.008
70	HINAUTI	484/1	0.133
71	HINAUTI	487/2	0.061
72	HINAUTI	495/1 KHA	0.040

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
73	HINAUTI	46/1	0.143
74	HINAUTI	487/1	0.050
75	HINAUTI	495/1 KA	0.041
76	HINAUTI	46/3	0.117
77	HINAUTI	496/1	0.109
78	HINAUTI	484/2	0.249
79	HINAUTI	498/2	0.332
80	HINAUTI	500/2	0.081
81	HINAUTI	501	0.065
82	HINAUTI	970/4 KA	0.150
83	HINAUTI	970/5 KA	0.061
84	HINAUTI	972/1 KA	0.024
85	HINAUTI	973/1 KA	0.008
86	HINAUTI	974/1 KA	0.093
87	HINAUTI	976/1	0.210
88	HINAUTI	970/4 GHA	0.101
89	HINAUTI	972/1 GHA	0.016
90	HINAUTI	973/1 GHA	0.004
91	HINAUTI	974/1 GHA	0.065
92	HINAUTI	976/4	0.142
93	HINAUTI	1137/1	1.988
94	HINAUTI	1143/3	0.672
95	HINAUTI	1144/3 KA	0.724
96	HINAUTI	1145/3	0.279
97	HINAUTI	1146/2	0.016
98	HINAUTI	1141	0.125
99	HINAUTI	1142	0.470
100	HINAUTI	1150/2	0.146
101	HINAUTI	1199	0.340
102	HINAUTI	1200	0.644
103	HINAUTI	1201	0.085
104	HINAUTI	910/1/2	0.106
105	HINAUTI	914/1 K/2/2	0.061
106	HINAUTI	913/1/2	0.049

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
107	HINAUTI	915/2/1	0.109
108	HINAUTI	910/1/3	0.109
109	HINAUTI	914/1 K/2/3	0.061
110	HINAUTI	913/1/3	0.049
111	HINAUTI	915/3/1	0.109
112	HINAUTI	915/1/2	0.202
113	HINAUTI	915/2/2	0.202
114	HINAUTI	915/3/2	0.202
115	HINAUTI	910/1/1	0.105
116	HINAUTI	914/1 K/2/1	0.057
117	HINAUTI	913/1/1	0.053
118	HINAUTI	915/1/1	0.109
119	HINAUTI	983/4	0.214
120	HINAUTI	61/2/3	0.150
121	HINAUTI	64/3	0.049
122	HINAUTI	65/2/3	0.162
123	HINAUTI	66/2/3	0.032
124	HINAUTI	68/2/3	0.008
125	HINAUTI	62/1/3	0.081
126	HINAUTI	61/2/1	0.154
127	HINAUTI	62/1/1	0.081
128	HINAUTI	64/1	0.044
129	HINAUTI	65/2/1	0.166
130	HINAUTI	66/2/1	0.024
131	HINAUTI	68/2/1	0.008
132	HINAUTI	61/2/4	0.151
133	HINAUTI	62/1/4	0.081
134	HINAUTI	64/4	0.049
135	HINAUTI	65/2/4	0.162
136	HINAUTI	66/2/4	0.032
137	HINAUTI	68/2/4	0.008
138	HINAUTI	61/3/3	0.117
139	HINAUTI	62/2/3	0.049
140	HINAUTI	65/3/5	0.458

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
141	HINAUTI	68/3/3	0.016
142	HINAUTI	61/2/2	0.150
143	HINAUTI	62/1/2	0.081
144	HINAUTI	64/2	0.049
145	HINAUTI	65/2/2	0.162
146	HINAUTI	66/2/2	0.032
147	HINAUTI	68/2/2	0.008
148	HINAUTI	1140/1	0.202
149	HINAUTI	964/3	0.170
150	HINAUTI	1133/1	0.061
151	HINAUTI	716/1	0.211
152	HINAUTI	720	0.081
153	HINAUTI	721	0.061
154	HINAUTI	725	0.045
155	HINAUTI	726	0.020
156	HINAUTI	983/3	0.214
157	HINAUTI	970/3	0.214
158	HINAUTI	910/2	0.324
159	HINAUTI	911	0.045
160	HINAUTI	912	0.190
161	HINAUTI	913/2	0.093
162	HINAUTI	914/1 KHA	0.081
163	HINAUTI	984/2	0.061
164	HINAUTI	985/2	0.520
165	HINAUTI	986/2	0.021
166	HINAUTI	988/2	0.016
167	HINAUTI	989/2	0.057
168	HINAUTI	996/2	0.125
169	HINAUTI	997/3	0.366
170	HINAUTI	998/2	0.085
171	HINAUTI	1138/1 KHA	0.199
172	HINAUTI	1148	0.097
173	HINAUTI	1149	0.146
174	HINAUTI	1144/2 KHA/1	0.141

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
175	HINAUTI	1144/2 KHA/2	0.101
176	HINAUTI	1133/3	0.263
177	HINAUTI	1133/2	0.263
178	HINAUTI	1138/2	0.202
179	HINAUTI	979	0.352
180	HINAUTI	61/1	0.364
181	HINAUTI	63/1	0.117
182	HINAUTI	63/2	0.105
183	HINAUTI	65/1/1	0.376
184	HINAUTI	1133/5	0.263
185	HINAUTI	1133/4	0.263
186	HINAUTI	916/1	0.368
187	HINAUTI	917	0.138
188	HINAUTI	918	0.016
189	HINAUTI	921/1	0.158
190	HINAUTI	922/1	0.020
191	HINAUTI	923/1	0.765
192	HINAUTI	916/3	0.376
193	HINAUTI	919/2	0.166
194	HINAUTI	920/2	0.024
195	HINAUTI	921/3	0.154
196	HINAUTI	922/3	0.020
197	HINAUTI	923/3	0.729
198	HINAUTI	916/2	0.376
199	HINAUTI	919/1	0.162
200	HINAUTI	920/1	0.024
201	HINAUTI	921/2	0.154
202	HINAUTI	922/2	0.020
203	HINAUTI	923/2	0.729
204	HINAUTI	966/1/2	0.202
205	HINAUTI	964/7	0.177
206	HINAUTI	964/6/2	0.122
207	HINAUTI	964/5	0.177
208	HINAUTI	706	0.012



SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
209	HINAUTI	707/1	0.036
210	HINAUTI	708	0.097
211	HINAUTI	709	0.267
212	HINAUTI	711	0.040
213	HINAUTI	485	0.150
214	HINAUTI	487/4	0.052
215	HINAUTI	46/2	0.136
216	HINAUTI	495/1 GA	0.024
217	HINAUTI	487/3	0.057
218	HINAUTI	914/1K/1	0.020
219	HINAUTI	934/2/1	0.231
220	HINAUTI	937/1	0.016
221	HINAUTI	938/1	0.125
222	HINAUTI	939/1	0.093
223	HINAUTI	1138/1	0.162
224	HINAUTI	995/2	0.020
225	HINAUTI	999/2	0.008
226	HINAUTI	1198	0.328
227	HINAUTI	547/2	0.146
228	HINAUTI	548/2	0.040
229	HINAUTI	1320	0.352
230	HINAUTI	1321	0.438
231	HINAUTI	1322	0.040
232	HINAUTI	719	0.117
233	HINAUTI	722	0.061
234	HINAUTI	868/2	0.109
235	HINAUTI	15/3/1/1	0.016
236	HINAUTI	16/3/1/1	0.016
237	HINAUTI	17/3/1/1	0.004
238	HINAUTI	933/1	0.036
239	HINAUTI	15/3/2	0.032
240	HINAUTI	16/3/2	0.032
241	HINAUTI	17/3/2	0.008
242	HINAUTI	15/3/1/2	0.016

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
243	HINAUTI	16/3/1/2	0.016
244	HINAUTI	17/3/1/2	0.004
245	HINAUTI	1813	0.020
246	HINAUTI	1809	0.016
247	HINAUTI	1817	0.012
248	HINAUTI	1818	0.012
249	HINAUTI	1819	0.012
250	HINAUTI	1822	0.012
251	HINAUTI	1800	0.020
252	HINAUTI	1823	0.012
253	HINAUTI	1825	0.020
254	HINAUTI	1828	0.020
255	HINAUTI	1829	0.020
		<b>SUB TOTAL</b>	<b>42.421</b>
1	DENGRAHA	7	0.036
2	DENGRAHA	8	0.077
3	DENGRAHA	10	0.020
4	DENGRAHA	11	0.093
5	DENGRAHA	12/1	0.154
6	DENGRAHA	13/1	0.012
7	DENGRAHA	14/1	0.854
8	DENGRAHA	31	0.360
9	DENGRAHA	32/1	0.142
10	DENGRAHA	36	0.073
11	DENGRAHA	61/1	0.428
12	DENGRAHA	62/1	0.085
13	DENGRAHA	63/1	0.053
14	DENGRAHA	44/1 KHA	0.105
15	DENGRAHA	46/2 KHA	0.109
16	DENGRAHA	44/1 KA	0.105
17	DENGRAHA	46/2 KA	0.109
18	DENGRAHA	44/2	0.336
19	DENGRAHA	45	0.190

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
20	DENGRAHA	46/1	0.853
21	DENGRAHA	44/1 G	0.105
22	DENGRAHA	46/2 G	0.109
23	DENGRAHA	44/1 GHA	0.105
24	DENGRAHA	46/2 GHA	0.109
25	DENGRAHA	44/1 ANGA	0.105
26	DENGRAHA	46/2 ANGA	0.109
27	DENGRAHA	42/1	0.295
28	DENGRAHA	27	0.287
29	DENGRAHA	28	0.061
30	DENGRAHA	30/1 KHA	0.247
31	DENGRAHA	53	0.012
32	DENGRAHA	54	0.247
		<b>SUB TOTAL</b>	<b>5.985</b>
1	JURMANI	16/1	0.142
2	JURMANI	17	0.150
3	JURMANI	18	0.320
4	JURMANI	19	0.028
5	JURMANI	16/621	0.170
6	JURMANI	2/2	0.809
7	JURMANI	2/628/2	2.00
		<b>SUB TOTAL</b>	<b>3.477</b>
1	BIHARGANJ	25	0.757
2	BIHARGANJ	26	0.656
3	BIHARGANJ	27	0.186
4	BIHARGANJ	28	0.032
5	BIHARGANJ	37	0.024
6	BIHARGANJ	38	0.057
7	BIHARGANJ	39	0.445
8	BIHARGANJ	40	0.825
9	BIHARGANJ	41 PART	0.483
10	BIHARGANJ	21 PART	0.121

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
11	BIHARGANJ	24	0.656
12	BIHARGANJ	51	0.943
13	BIHARGANJ	11/3	1.052
14	BIHARGANJ	34 PART	0.800
15	BIHARGANJ	29	0.061
16	BIHARGANJ	12	0.445
17	BIHARGANJ	13	0.737
1	BIHARGANJ	30	0.308
2	BIHARGANJ	31	0.769
3	BIHARGANJ	32	0.660
4	BIHARGANJ	33	0.040
5	BIHARGANJ	34 PART	1.101
6	BIHARGANJ	35	0.745
7	BIHARGANJ	36	0.247
8	BIHARGANJ	41 PART	0.375
9	BIHARGANJ	42	0.672
10	BIHARGANJ	43	0.175
11	BIHARGANJ	46	0.085
12	BIHARGANJ	47	0.312
13	BIHARGANJ	48	2.740
14	BIHARGANJ	49	
15	BIHARGANJ	50	
16	BIHARGANJ	132	
17	BIHARGANJ	65/1 KA	1.307
18	BIHARGANJ	74/1	0.284
19	BIHARGANJ	75	0.737
20	BIHARGANJ	76	0.061
21	BIHARGANJ	128	0.053
22	BIHARGANJ	131	1.620
23	BIHARGANJ	133	
24	BIHARGANJ	134	
25	BIHARGANJ	135	0.036
26	BIHARGANJ	281	0.061

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
27	BIHARGANJ	32/487	0.073
28	BIHARGANJ	5/486	0.134
29	BIHARGANJ	136	0.077
30	BIHARGANJ	205	0.109
31	BIHARGANJ	127	0.381
32	BIHARGANJ	129	0.999
33	BIHARGANJ	130	0.340
34	BIHARGANJ	54	0.081
35	BIHARGANJ	55	0.214
36	BIHARGANJ	56	0.214
37	BIHARGANJ	21 PART	0.700
38	BIHARGANJ	22	0.020
39	BIHARGANJ	58/1	0.391
40	BIHARGANJ	62	0.101
41	BIHARGANJ	63	0.028
42	BIHARGANJ	65/2	2.120
43	BIHARGANJ	66	0.170
44	BIHARGANJ	67/3	0.113
45	BIHARGANJ	72	0.024
46	BIHARGANJ	73	0.548
47	BIHARGANJ	74/2	0.284
48	BIHARGANJ	52	1.053
49	BIHARGANJ	53	0.024
50	BIHARGANJ	59	0.518
51	BIHARGANJ	60	0.032
52	BIHARGANJ	11/2 GA	0.405
53	BIHARGANJ	11/2 KA	0.405
54	BIHARGANJ	67/2 KHA	0.028
55	BIHARGANJ	69/3	0.648
56	BIHARGANJ	71/3	0.234
57	BIHARGANJ	70/3	0.049
58	BIHARGANJ	11/2 KHA	0.405
59	BIHARGANJ	112/2	0.353
60	BIHARGANJ	67/2 KA	0.032

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
61	BIHARGANJ	69/2	0.648
62	BIHARGANJ	70/2	0.053
63	BIHARGANJ	71/2	0.230
64	BIHARGANJ	124	0.397
65	BIHARGANJ	125	0.154
66	BIHARGANJ	126	0.340
67	BIHARGANJ	99	
68	BIHARGANJ	11/1 KA	0.615
69	BIHARGANJ	19	
70	BIHARGANJ	23	
71	BIHARGANJ	15	
72	BIHARGANJ	69/1	0.077
73	BIHARGANJ	16/ 1 KA	0.894
74	BIHARGANJ	17	0.246
75	BIHARGANJ	18	0.069
76	BIHARGANJ	67/1	0.061
77	BIHARGANJ	69/1 KA	0.251
78	BIHARGANJ	70/1	0.101
79	BIHARGANJ	71/1	0.445
80	BIHARGANJ	96/483	0.020
81	BIHARGANJ	11/1 KHA	0.619
82	BIHARGANJ	19/1	
83	BIHARGANJ	23/1	
84	BIHARGANJ	15/1 KHA	
85	BIHARGANJ	69/1 GA	0.462
86	BIHARGANJ	112/1	0.364
87	BIHARGANJ	11/1 ANGA	0.619
88	BIHARGANJ	19/5	
89	BIHARGANJ	23/5	
90	BIHARGANJ	15/1 ANGA	
91	BIHARGANJ	58/2	0.202
92	BIHARGANJ	68	0.219
93	BIHARGANJ	113	0.712
94	BIHARGANJ	114	0.016

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
95	BIHARGANJ	116	0.255
96	BIHARGANJ	118	0.704
97	BIHARGANJ	119	0.328
98	BIHARGANJ	120	1.356
99	BIHARGANJ	121	
100	BIHARGANJ	167	0.057
101	BIHARGANJ	16/1 ANGA	0.162
102	BIHARGANJ	16/1 CHHA	0.101
103	BIHARGANJ	16/1 GHA	0.208
104	BIHARGANJ	16/1 KHA	0.101
105	BIHARGANJ	16/1 GA	0.105
106	BIHARGANJ	16/1 CHA/1	0.053
107	BIHARGANJ	16/1 CHA/2	0.053
108	BIHARGANJ	79/2	0.262
109	BIHARGANJ	81	0.737
110	BIHARGANJ	82	0.299
111	BIHARGANJ	83	0.455
112	BIHARGANJ	79/1	1.308
113	BIHARGANJ	77	0.117
114	BIHARGANJ	78	1.173
115	BIHARGANJ	16/1 JA	0.101
116	BIHARGANJ	97	0.154
117	BIHARGANJ	98	0.032
118	BIHARGANJ	101	0.129
119	BIHARGANJ	102	
120	BIHARGANJ	103	
121	BIHARGANJ	104	0.049
122	BIHARGANJ	105	0.032
123	BIHARGANJ	106	0.040
124	BIHARGANJ	107	1.141
125	BIHARGANJ	108	0.785
126	BIHARGANJ	110	
127	BIHARGANJ	109	0.049
128	BIHARGANJ	111	0.069

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
129	BIHARGANJ	117	0.101
130	BIHARGANJ	90	0.518
131	BIHARGANJ	89/3	0.150
132	BIHARGANJ	89/2	0.138
		<b>SUB TOTAL</b>	<b>51.111</b>
		<b>TOTAL</b>	<b>102.994</b>
1	BUDHGAUNA	9	0.40
		<b>SUB TOTAL</b>	<b>0.40</b>
1	GODHATOLA	273	1.12
2	GODHATOLA	274	0.10
3	GODHATOLA	282	2.59
4	GODHATOLA	275	0.67
		<b>SUB TOTAL</b>	<b>4.48</b>
1	BAGHWAR	24	0.04
2	BAGHWAR	25	0.22
3	BAGHWAR	40	1.06
4	BAGHWAR	45	0.06
5	BAGHWAR	46	0.33
6	BAGHWAR	47	0.03
7	BAGHWAR	48	0.24
8	BAGHWAR	49	1.51
9	BAGHWAR	27	0.59
10	BAGHWAR	31	0.17
11	BAGHWAR	28	0.06
12	BAGHWAR	29	0.06
13	BAGHWAR	30	0.05
		<b>SUB TOTAL</b>	<b>4.42</b>
		<b>TOTAL</b>	<b>9.30</b>
1	GODHATOLA	31	1.31
2	GODHATOLA	30	1.00

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
3	GODHATOLA	16	0.05
4	GODHATOLA	19	0.29
5	GODHATOLA	20/2	0.05
6	GODHATOLA	26/3	2.04
7	GODHATOLA	10	0.08
8	GODHATOLA	11	0.10
9	GODHATOLA	15	0.04
10	GODHATOLA	29	2.84
11	GODHATOLA	11/491	1.13
12	GODHATOLA	34	2.69
13	GODHATOLA	28	2.28
14	GODHATOLA	36	0.66
15	GODHATOLA	35	0.31
16	GODHATOLA	25/1	0.10
17	GODHATOLA	26/1 KA	0.19
18	GODHATOLA	37/1	1.64
19	GODHATOLA	27	0.33
		<b>SUB TOTAL</b>	<b>17.13</b>
1	BAGHWAR	5	0.97
2	BAGHWAR	4	0.70
3	BAGHWAR	9	0.27
4	BAGHWAR	8	0.97
5	BAGHWAR	2	0.89
6	BAGHWAR	3	0.08
		<b>SUB TOTAL</b>	<b>3.88</b>
		<b>TOTAL</b>	<b>21.01</b>
1	KHODRI	604/1 KA	0.032
2	KHODRI	606	0.109
3	KHODRI	605/2	0.081
4	KHODRI	607/2	0.081
		<b>SUB TOTAL</b>	<b>0.303</b>

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	BIJURI	233	0.012
2	BIJURI	234	0.081
3	BIJURI	235	0.142
4	BIJURI	236/3	0.081
		<b>SUB TOTAL</b>	<b>0.316</b>
1	JHOPA	239/1	0.053
2	JHOPA	240/1	0.068
3	JHOPA	307/2 KA	0.067
4	JHOPA	347/2	0.121
5	JHOPA	354	0.024
6	JHOPA	355/2	0.081
7	JHOPA	363	0.166
		<b>SUB TOTAL</b>	<b>0.580</b>
1	THADGHATIYA	75/1KA	0.217
2	THADGHATIYA	63/1	0.518
3	THADGHATIYA	69/2 KA	0.027
4	THADGHATIYA	70/1	0.028
5	THADGHATIYA	71/1	0.138
6	THADGHATIYA	72/1 KA	0.323
7	THADGHATIYA	73/1	0.035
8	THADGHATIYA	74/1	0.009
9	THADGHATIYA	77/3 KA	0.025
10	THADGHATIYA	78/1	1.274
11	THADGHATIYA	80	0.040
12	THADGHATIYA	86/2 KA	0.240
13	THADGHATIYA	87/2 KA	0.150
14	THADGHATIYA	88/2	0.293
15	THADGHATIYA	90/4	1.311
16	THADGHATIYA	89/4	0.859
		<b>SUB TOTAL</b>	<b>5.487</b>
1	JIGNA	36/2 KHA/2	0.613
2	JIGNA	38/2/1 KHA/2	0.279

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
3	JIGNA	39/2	0.077
4	JIGNA	35/2/KHA	0.105
5	JIGNA	38/1 GA	0.061
6	JIGNA	50/3	0.293
		<b>SUB TOTAL</b>	<b>1.428</b>
1	ARGAT	9/1	0.914
2	ARGAT	14/2	0.073
3	ARGAT	15/3	0.053
		<b>SUB TOTAL</b>	<b>1.040</b>
1	KOTHAR	21/97/1 GA	0.297
2	KOTHAR	51	0.676
3	KOTHAR	52	0.053
4	KOTHAR	57	0.045
5	KOTHAR	58/1	0.765
6	KOTHAR	59/2	0.158
7	KOTHAR	58/2	1.511
8	KOTHAR	36/1GA	0.210
9	KOTHAR	36/2	0.069
10	KOTHAR	37/1	0.561
11	KOTHAR	36/1 KA	0.210
12	KOTHAR	25/3 KA/2	0.101
13	KOTHAR	36/1 KHA	0.210
14	KOTHAR	21/97/1 KHA	0.305
15	KOTHAR	61/1	0.157
16	KOTHAR	4/3	0.197
17	KOTHAR	40/3	0.028
18	KOTHAR	41/3	0.409
19	KOTHAR	42/3	0.339
20	KOTHAR	13/2	0.172
21	KOTHAR	38/98/2	0.176
22	KOTHAR	4/2	0.198
23	KOTHAR	42/2	0.021

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
24	KOTHAR	11/4	0.546
25	KOTHAR	43/5	0.038
26	KOTHAR	44/5	0.062
27	KOTHAR	36/6	0.421
28	KOTHAR	38/98/4	0.593
29	KOTHAR	48/2	0.962
30	KOTHAR	49	0.575
31	KOTHAR	56/1	0.295
32	KOTHAR	13/1	0.177
33	KOTHAR	38/98/1	0.172
34	KOTHAR	22	0.291
35	KOTHAR	23	0.575
36	KOTHAR	24	0.579
37	KOTHAR	62	0.692
38	KOTHAR	18	0.571
39	KOTHAR	13/3	0.336
40	KOTHAR	38/98/3	0.241
41	KOTHAR	46/3	0.553
42	KOTHAR	47/3	0.040
43	KOTHAR	48/1	0.930
44	KOTHAR	25/3 KA/1	0.220
45	KOTHAR	26/3	0.134
		<b>SUB TOTAL</b>	<b>15.871</b>
		<b>TOTAL</b>	<b>25.025</b>
1	KOTHAR	76/2	0.753
2	KOTHAR	77/2	1.109
3	KOTHAR	83/2	0.048
4	KOTHAR	84/2	0.504
5	KOTHAR	88/2	0.486
6	KOTHAR	89/1	0.032
7	KOTHAR	90/2	0.012
8	KOTHAR	88/3	0.486
9	KOTHAR	65/1	0.469

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
10	KOTHAR	68/1	0.429
11	KOTHAR	80/1 KHA	0.405
12	KOTHAR	81/1	0.061
13	KOTHAR	82/2	0.405
14	KOTHAR	83/3 KHA	0.405
15	KOTHAR	83/3	0.048
16	KOTHAR	84/3 KA	0.336
17	KOTHAR	89/2 KHA	0.020
18	KOTHAR	66	2.508
19	KOTHAR	83/5	0.049
20	KOTHAR	84/5	0.504
21	KOTHAR	85/2	0.057
22	KOTHAR	86	0.809
23	KOTHAR	87	0.032
24	KOTHAR	90/5	0.016
25	KOTHAR	78	1.396
26	KOTHAR	80/1 KA	0.930
27	KOTHAR	70/2	0.028
28	KOTHAR	74/2	0.157
29	KOTHAR	70/1 GHA	0.036
30	KOTHAR	74/1 GHA	0.200
31	KOTHAR	70/1 GA	0.036
32	KOTHAR	74/1 GA	0.199
33	KOTHAR	72/1 KHA	0.378
34	KOTHAR	67/5	0.348
35	KOTHAR	75/5	0.120
		<b>SUB TOTAL</b>	<b>13.811</b>
1	ARGAT	275	0.028
2	ARGAT	277	0.077
3	ARGAT	278	1.813
4	ARGAT	279	0.085
5	ARGAT	232/1	0.081
6	ARGAT	266/1	0.563

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
7	ARGAT	285	0.040
8	ARGAT	286	0.344
		<b>SUB TOTAL</b>	<b>3.031</b>
1	JIGNA	345/2	0.545
2	JIGNA	344	1.356
		<b>SUB TOTAL</b>	<b>1.901</b>
1	CHHIRHAI	549/1 KA/2	0.113
2	CHHIRHAI	550/1 KA/2	0.069
3	CHHIRHAI	551/1 KHA	0.016
4	CHHIRHAI	552/1 KA/2	0.024
5	CHHIRHAI	569/1 KHA	0.081
6	CHHIRHAI	570/1 KHA	0.380
7	CHHIRHAI	660/2	0.227
8	CHHIRHAI	662/2	0.186
9	CHHIRHAI	663/2	0.174
10	CHHIRHAI	545/2	0.541
11	CHHIRHAI	544/1	0.412
12	CHHIRHAI	544/2	0.405
13	CHHIRHAI	541/1 KHA	0.675
14	CHHIRHAI	658/2	0.769
15	CHHIRHAI	542/3 GA	0.384
16	CHHIRHAI	542/2 KHA	0.384
17	CHHIRHAI	541/1 KA	0.675
18	CHHIRHAI	541/2/1 GA	0.202
19	CHHIRHAI	541/2/1 GHA	0.202
20	CHHIRHAI	541/2/1 KHA	0.405
21	CHHIRHAI	649/3 KHA	0.101
22	CHHIRHAI	649/3 GA	0.101
23	CHHIRHAI	649/3 GHA	0.101
24	CHHIRHAI	649/3 ANGA	0.101
25	CHHIRHAI	628/1	0.125
26	CHHIRHAI	714/1	0.271

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
27	CHHIRHAI	628/2	0.125
28	CHHIRHAI	714/2	0.271
29	CHHIRHAI	628/3	0.130
30	CHHIRHAI	714/3	0.271
31	CHHIRHAI	624/2	0.502
32	CHHIRHAI	625/2	0.575
33	CHHIRHAI	718	0.757
34	CHHIRHAI	696/2/2 KA	0.858
35	CHHIRHAI	681/2	0.040
36	CHHIRHAI	684/2	0.061
37	CHHIRHAI	685/1	0.109
38	CHHIRHAI	686	0.372
39	CHHIRHAI	687/2	0.024
40	CHHIRHAI	624/1	0.279
41	CHHIRHAI	625/1	0.295
42	CHHIRHAI	717/2	0.036
43	CHHIRHAI	719/2	0.307
44	CHHIRHAI	542/4/1	0.355
45	CHHIRHAI	659/2 KA	0.515
46	CHHIRHAI	659/2 KHA	0.605
47	CHHIRHAI	627/2	0.530
48	CHHIRHAI	659/1073/2	0.202
49	CHHIRHAI	541/2/1 KA	0.809
50	CHHIRHAI	681/3	0.032
51	CHHIRHAI	682/2	0.081
52	CHHIRHAI	685/2	0.270
53	CHHIRHAI	687/3	0.024
		<b>SUB TOTAL</b>	<b>15.559</b>
		<b>TOTAL</b>	<b>34.302</b>
1	PIPRAON	154	0.77
2	PIPRAON	157	1.81
3	PIPRAON	158	0.19
4	PIPRAON	160	0.16

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
5	PIPRAON	169	0.77
6	PIPRAON	152	2.37
7	PIPRAON	153	0.14
8	PIPRAON	159	0.28
9	DHAURAHRA	84	0.87
		<b>SUB TOTAL</b>	<b>7.36</b>
1	BUDHGAUNA	207/2	0.40
2	BUDHGAUNA	207/1	0.59
3	BUDHGAUNA	205	0.04
4	BUDHGAUNA	206	0.32
		<b>SUB TOTAL</b>	<b>1.35</b>
		<b>GRAND TOTAL</b>	<b>271.111</b>

AWARDED LAND (PRIVATE)			
SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	DHAURAHRA	29	0.06
2	DHAURAHRA	38	1.64
3	DHAURAHRA	41	0.01
4	DHAURAHRA	66	0.41
5	DHAURAHRA	138	0.08
6	DHAURAHRA	139	0.29
7	DHAURAHRA	144	0.09
8	DHAURAHRA	145	0.10
9	DHAURAHRA	146	0.04
10	DHAURAHRA	147	0.40
11	DHAURAHRA	55	1.67
12	DHAURAHRA	70	0.04
13	DHAURAHRA	42	0.21
14	DHAURAHRA	43	0.62
15	DHAURAHRA	59	0.04
16	DHAURAHRA	39	0.03
17	DHAURAHRA	40	0.12
18	DHAURAHRA	56	0.98



SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
19	DHAURAHRA	65	0.50
20	DHAURAHRA	67	0.06
21	DHAURAHRA	130	0.28
22	DHAURAHRA	37	0.44
23	DHAURAHRA	27	0.52
24	DHAURAHRA	28	0.50
25	DHAURAHRA	30	0.06
26	DHAURAHRA	31	1.16
27	DHAURAHRA	84 PART	0.21
28	DHAURAHRA	85 PART	0.09
29	DHAURAHRA	86 PART	0.26
30	DHAURAHRA	129	0.14
31	DHAURAHRA	62	0.20
32	DHAURAHRA	63	0.41
33	DHAURAHRA	64	0.05
34	DHAURAHRA	68	0.23
		<b>SUB TOTAL</b>	<b>11.94</b>
1	MAJHIGAWAN	238	0.11
2	MAJHIGAWAN	19	0.12
3	MAJHIGAWAN	21	0.075
4	MAJHIGAWAN	48	0.075
5	MAJHIGAWAN	262	0.003
6	MAJHIGAWAN	72	1.01
7	MAJHIGAWAN	98	0.39
8	MAJHIGAWAN	101	0.56
9	MAJHIGAWAN	102	0.04
10	MAJHIGAWAN	103	0.17
11	MAJHIGAWAN	114	0.11
12	MAJHIGAWAN	239	0.03
13	MAJHIGAWAN	135	0.10
14	MAJHIGAWAN	165	0.43
15	MAJHIGAWAN	107	0.45
16	MAJHIGAWAN	81/690	0.69

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
17	MAJHIGAWAN	99	0.08
18	MAJHIGAWAN	76	0.38
19	MAJHIGAWAN	80	0.64
20	MAJHIGAWAN	81	0.61
		<b>SUB TOTAL</b>	<b>6.073</b>
1	KARIYAJHAR	113	0.03
2	KARIYAJHAR	204	0.066
3	KARIYAJHAR	205	0.546
4	KARIYAJHAR	280	0.02
5	KARIYAJHAR	281	0.033
6	KARIYAJHAR	282	0.037
7	KARIYAJHAR	285	0.13
8	KARIYAJHAR	288	0.02
9	KARIYAJHAR	213	0.03
10	KARIYAJHAR	122	0.10
11	KARIYAJHAR	124	0.02
		<b>SUB TOTAL</b>	<b>1.032</b>
1	SARDA	49	0.015
2	SARDA	66	0.09
3	SARDA	68	0.18
4	SARDA	70	0.11
5	SARDA	93	0.11
6	SARDA	319	0.02
7	SARDA	320	1.29
8	SARDA	393	0.04
9	SARDA	10	0.49
10	SARDA	11	0.08
11	SARDA	12	0.24
12	SARDA	92	0.06
13	SARDA	22	0.08
14	SARDA	20	0.23
15	SARDA	24	0.51

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
16	SARDA	25	0.05
17	SARDA	32	0.06
18	SARDA	33	0.12
19	SARDA	34	0.22
20	SARDA	404	0.07
21	SARDA	61	1.09
22	SARDA	345	0.02
23	SARDA	358	0.96
24	SARDA	359	0.57
25	SARDA	360	0.09
26	SARDA	368	0.10
27	SARDA	430	0.39
28	SARDA	388	0.04
29	SARDA	392	1.23
30	SARDA	394	0.04
31	SARDA	64	0.16
32	SARDA	36	0.25
33	SARDA	321	0.11
34	SARDA	322	0.36
35	SARDA	324	0.06
36	SARDA	327	0.01
37	SARDA	328	0.26
38	SARDA	351	0.20
39	SARDA	352	0.03
40	SARDA	353	0.63
41	SARDA	391	0.09
42	SARDA	410/2	0.05
43	SARDA	37	0.05
44	SARDA	38	0.94
45	SARDA	39	0.93
46	SARDA	42	0.02
47	SARDA	379/2	0.21
48	SARDA	429/1	0.08
49	SARDA	399	0.01

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
50	SARDA	412	0.08
51	SARDA	65	0.02
52	SARDA	74	0.39
53	SARDA	84	0.03
54	SARDA	329	0.18
55	SARDA	333	0.22
56	SARDA	410/1	0.05
57	SARDA	75/1	1.80
58	SARDA	56	0.05
59	SARDA	57	0.30
60	SARDA	354	0.38
61	SARDA	369	0.01
62	SARDA	370	0.01
63	SARDA	371	0.08
64	SARDA	372	0.06
65	SARDA	374	0.01
66	SARDA	390	0.06
67	SARDA	316	0.14
68	SARDA	361/1	0.89
69	SARDA	362/1	0.05
70	SARDA	366/1	0.01
71	SARDA	367/1	0.67
72	SARDA	380/1	0.01
73	SARDA	383/1	0.06
74	SARDA	384/1	0.25
75	SARDA	385/1	0.29
76	SARDA	361/2	0.88
77	SARDA	362/2	0.05
78	SARDA	366/2	0.01
79	SARDA	367/2	0.68
80	SARDA	380/2	0.01
81	SARDA	383/2	0.06
82	SARDA	384/2	0.25
83	SARDA	385/2	0.29

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
84	SARDA	396/1	1.23
85	SARDA	2	0.62
86	SARDA	23	0.70
87	SARDA	17	0.71
88	SARDA	18	1.04
89	SARDA	309	0.05
90	SARDA	312	0.30
91	SARDA	314	0.13
92	SARDA	315	0.10
93	SARDA	317	0.12
94	SARDA	332	0.04
95	SARDA	334	0.30
96	SARDA	335	0.03
97	SARDA	337	0.17
98	SARDA	338	0.08
99	SARDA	375	0.01
100	SARDA	386	0.40
101	SARDA	398	0.16
102	SARDA	403	0.70
103	SARDA	402	0.17
104	SARDA	401	0.05
105	SARDA	400	0.10
106	SARDA	26	0.80
107	SARDA	27	0.04
108	SARDA	28	0.33
109	SARDA	29	0.02
110	SARDA	30	0.21
111	SARDA	41	0.05
112	SARDA	43	0.05
113	SARDA	44	0.34
114	SARDA	45	0.01
115	SARDA	46	0.14
116	SARDA	47	0.04
117	SARDA	50	0.32

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
118	SARDA	67	0.04
119	SARDA	72	0.55
120	SARDA	73	0.02
121	SARDA	109	0.43
122	SARDA	310	0.26
123	SARDA	311	0.08
124	SARDA	318	0.04
125	SARDA	323	0.02
126	SARDA	325	0.22
127	SARDA	326	0.03
128	SARDA	331	0.29
129	SARDA	341	1.01
130	SARDA	342	0.97
131	SARDA	343	0.34
132	SARDA	346	0.20
133	SARDA	347	0.11
134	SARDA	407	1.00
135	SARDA	414	0.08
136	SARDA	415	0.06
137	SARDA	307	0.08
138	SARDA	405	0.04
139	SARDA	406	0.13
140	SARDA	80	0.16
141	SARDA	408	0.12
142	SARDA	5	0.14
		<b>SUB TOTAL</b>	<b>37.355</b>
1	PATNA	5	0.02
2	PATNA	34	0.105
3	PATNA	158	0.02
4	PATNA	160	0.03
5	PATNA	159	0.02
6	PATNA	8	0.03
7	PATNA	68	0.19

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
8	PATNA	10	0.06
9	PATNA	52	0.02
10	PATNA	53	0.05
11	PATNA	58	0.04
12	PATNA	59	0.04
13	PATNA	65	0.02
14	PATNA	76	0.02
15	PATNA	80	0.01
16	PATNA	81	0.09
17	PATNA	113	0.05
18	PATNA	114	0.02
19	PATNA	194	0.01
20	PATNA	200	0.01
21	PATNA	13	0.02
22	PATNA	66	0.07
23	PATNA	15	0.04
24	PATNA	22/3	0.13
25	PATNA	105/3	0.06
26	PATNA	250	0.02
27	PATNA	319/3	0.06
28	PATNA	319/1	0.05
29	PATNA	319/2	0.05
30	PATNA	20	0.59
31	PATNA	218/2	0.27
32	PATNA	221	0.12
33	PATNA	140	0.08
34	PATNA	141	0.07
35	PATNA	296/4	0.06
36	PATNA	298/3	0.04
37	PATNA	56	0.03
38	PATNA	57	0.06
39	PATNA	139/2	0.03
40	PATNA	296/3	0.06
41	PATNA	298/2	0.05

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
42	PATNA	104	0.12
43	PATNA	298/1	0.05
44	PATNA	139/1	0.06
45	PATNA	296/2	0.06
46	PATNA	18	0.05
47	PATNA	296/1	0.03
48	PATNA	320	0.03
49	PATNA	17	0.11
50	PATNA	165	0.14
51	PATNA	166	0.13
52	PATNA	167	0.15
53	PATNA	169	0.02
54	PATNA	170	0.11
55	PATNA	190	0.04
56	PATNA	191	0.04
57	PATNA	192	0.05
58	PATNA	223	0.23
59	PATNA	249	0.02
60	PATNA	309	0.15
61	PATNA	23	0.38
62	PATNA	218/1	0.32
63	PATNA	24	0.37
64	PATNA	32	0.04
65	PATNA	33	0.05
66	PATNA	106	0.12
67	PATNA	133	0.06
68	PATNA	134	0.12
69	PATNA	145	0.07
70	PATNA	146	0.19
71	PATNA	147	0.09
72	PATNA	157	0.02
73	PATNA	211	0.09
74	PATNA	42	0.01
75	PATNA	43	0.08

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
76	PATNA	46	0.08
77	PATNA	100	0.11
78	PATNA	101	0.11
79	PATNA	128	0.05
80	PATNA	142	0.14
81	PATNA	149	0.01
82	PATNA	150	0.04
83	PATNA	208	0.02
84	PATNA	260	0.12
85	PATNA	50	0.11
86	PATNA	64	0.07
87	PATNA	193	0.04
88	PATNA	60	0.20
89	PATNA	67	0.38
90	PATNA	69	0.03
91	PATNA	71	0.16
92	PATNA	77	0.03
93	PATNA	78	0.22
94	PATNA	99	0.05
95	PATNA	102	0.37
96	PATNA	152	0.05
97	PATNA	153	0.04
98	PATNA	261	0.04
99	PATNA	264	0.05
100	PATNA	295	0.17
101	PATNA	301	0.10
102	PATNA	305	0.21
103	PATNA	306	0.22
104	PATNA	307	0.22
105	PATNA	72	0.72
106	PATNA	171	0.05
107	PATNA	209	0.05
108	PATNA	210	0.15
109	PATNA	94	0.10

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
110	PATNA	95	0.01
111	PATNA	96	0.01
112	PATNA	97	0.08
113	PATNA	98	0.12
114	PATNA	299	0.03
115	PATNA	300	0.02
116	PATNA	174	0.26
117	PATNA	175	0.01
118	PATNA	180	0.07
119	PATNA	181	0.09
120	PATNA	182	0.08
121	PATNA	187	0.06
122	PATNA	189	0.08
123	PATNA	120	0.08
124	PATNA	121	0.02
125	PATNA	122	0.05
126	PATNA	126	0.03
127	PATNA	127	0.07
128	PATNA	144	0.27
129	PATNA	172	0.12
130	PATNA	173	0.05
131	PATNA	177	0.26
132	PATNA	178	0.08
133	PATNA	179	0.09
134	PATNA	185	0.07
135	PATNA	186	0.06
136	PATNA	188	0.09
137	PATNA	183	0.28
138	PATNA	184	0.16
139	PATNA	219	0.03
140	PATNA	201	0.03
141	PATNA	202	0.03
142	PATNA	217	0.12
143	PATNA	222	0.08

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
144	PATNA	203	0.03
145	PATNA	204	0.03
146	PATNA	205	0.01
147	PATNA	206	0.09
148	PATNA	220	0.17
149	PATNA	225/2	0.22
150	PATNA	226	0.07
151	PATNA	228	0.02
152	PATNA	225/1	0.20
153	PATNA	227	0.01
154	PATNA	229	0.04
155	PATNA	254	0.04
156	PATNA	253	0.04
157	PATNA	259	0.07
158	PATNA	40	0.005
159	PATNA	41	0.04
160	PATNA	116	0.08
161	PATNA	117	0.17
162	PATNA	123	0.05
163	PATNA	129	0.01
164	PATNA	131	0.12
165	PATNA	132	0.03
166	PATNA	135	0.05
167	PATNA	136	0.11
168	PATNA	137	0.06
169	PATNA	138	0.05
170	PATNA	176	0.07
171	PATNA	325	0.01
		<b>SUB TOTAL</b>	<b>15.81</b>
1	HINAUTI	495/1GHA	0.040
2	HINAUTI	1150/1	0.150
3	HINAUTI	974/1GA	0.006
4	HINAUTI	483	0.016

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
5	HINAUTI	944	0.214
6	HINAUTI	945	1.084
7	HINAUTI	947	0.093
8	HINAUTI	954	0.101
9	HINAUTI	946	0.097
10	HINAUTI	953	0.146
11	HINAUTI	484/2	0.081
12	HINAUTI	550	0.073
13	HINAUTI	502	0.316
14	HINAUTI	503/2	0.190
15	HINAUTI	914/1KA	0.061
16	HINAUTI	934/2	0.693
17	HINAUTI	937	0.045
18	HINAUTI	938	0.380
19	HINAUTI	939/1	0.284
20	HINAUTI	867/2	0.040
21	HINAUTI	878	0.308
22	HINAUTI	877/2	0.004
23	HINAUTI	707/2	0.118
24	HINAUTI	710	0.690
25	HINAUTI	46/4	0.143
26	HINAUTI	496/2	0.313
27	HINAUTI	495/2	0.202
28	HINAUTI	1140/1	1.720
29	HINAUTI	983/1	0.105
30	HINAUTI	983/2 PART	0.121
31	HINAUTI	970/1 PART	0.238
32	HINAUTI	971 PART	0.012
33	HINAUTI	972/2 PART	0.009
34	HINAUTI	970/2	0.243
35	HINAUTI	964/6/1	0.121
36	HINAUTI	931/3	0.136
37	HINAUTI	932/3	0.181
38	HINAUTI	933/3	0.209

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
39	HINAUTI	931/1	0.141
40	HINAUTI	932/1	0.181
41	HINAUTI	933/1	0.169
42	HINAUTI	727/3	0.028
43	HINAUTI	931/2/3	0.036
44	HINAUTI	932/2/3	0.045
45	HINAUTI	933/2/3	0.053
46	HINAUTI	12/3/1/2	0.121
47	HINAUTI	13/3/2/1	0.012
48	HINAUTI	14/3/2	0.004
49	HINAUTI	12/3/1/2	0.060
50	HINAUTI	13/3/1/2	0.004
51	HINAUTI	14/3/1	0.004
52	HINAUTI	964/4	0.197
53	HINAUTI	701	0.008
54	HINAUTI	702	0.016
55	HINAUTI	703	0.016
56	HINAUTI	704	0.093
57	HINAUTI	983/1	0.210
58	HINAUTI	12/3/1/1	0.061
59	HINAUTI	13/3/1/1/1	0.008
60	HINAUTI	927/1	0.372
61	HINAUTI	926	0.061
62	HINAUTI	925/1	0.275
63	HINAUTI	927/2	0.162
64	HINAUTI	929	0.158
65	HINAUTI	872	0.036
66	HINAUTI	873	0.267
67	HINAUTI	874	0.121
68	HINAUTI	875	0.227
69	HINAUTI	925/2	0.053
70	HINAUTI	928	0.166
71	HINAUTI	1140/2	0.672
72	HINAUTI	727/4	0.028

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
73	HINAUTI	931/2/4	0.032
74	HINAUTI	932/2/4	0.049
75	HINAUTI	933/2/4	0.052
76	HINAUTI	727/1	0.028
77	HINAUTI	931/2/1	0.036
78	HINAUTI	932/2/1	0.046
79	HINAUTI	933/2/1	0.052
80	HINAUTI	11	0.167
81	HINAUTI	12	0.535
82	HINAUTI	13	0.040
83	HINAUTI	716/2	0.101
84	HINAUTI	14	0.016
		<b>SUB TOTAL</b>	<b>14.202</b>
1	DENGRAHA	29/2	0.101
2	DENGRAHA	33/1 KA	0.490
3	DENGRAHA	34/1	0.065
4	DENGRAHA	35/1	0.077
		<b>SUB TOTAL</b>	<b>0.733</b>
1	JURMANI	1/2 GHA	0.016
2	JURMANI	1/627	2.767
		<b>SUB TOTAL</b>	<b>2.783</b>
1	BIHARGANJ	64/1 PART	0.282
2	BIHARGANJ	80 PART	0.111
3	BIHARGANJ	84 PART	0.030
4	BIHARGANJ	85 PART	0.428
5	BIHARGANJ	86 PART	0.445
6	BIHARGANJ	87 PART	0.283
		<b>SUB TOTAL</b>	<b>1.579</b>
1	BUDHGAUNA	8/3	0.10
2	BUDHGAUNA	9/4	0.20

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
3	BUDHGAUNA	8/2	1.02
		<b>SUB TOTAL</b>	<b>1.32</b>
1	GODHATOLA	254/1	0.03
2	GODHATOLA	17	0.30
3	GODHATOLA	265	0.09
4	GODHATOLA	260	0.15
5	GODHATOLA	12	0.44
6	GODHATOLA	5	0.80
		<b>SUB TOTAL</b>	<b>1.81</b>
1	BAGHWAR	23	0.14
2	BAGHWAR	88 PART	0.11
3	BAGHWAR	89 PART	0.10
4	BAGHWAR	90 PART	0.07
5	BAGHWAR	91 PART	0.01
6	BAGHWAR	92 PART	0.007
7	BAGHWAR	93 PART	0.09
8	BAGHWAR	94 PART	0.13
9	BAGHWAR	95 PART	0.02
10	BAGHWAR	96 PART	0.06
11	BAGHWAR	97 PART	0.04
12	BAGHWAR	98 PART	0.005
13	BAGHWAR	99 PART	0.67
14	BAGHWAR	100 PART	0.06
15	BAGHWAR	36/1	0.28
16	BAGHWAR	32	0.65

SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
17	BAGHWAR	34	0.73
18	BAGHWAR	36/2	0.28
19	BAGHWAR	37/1	1.17
20	BAGHWAR	38/1	0.12
21	BAGHWAR	35	0.03
22	BAGHWAR	37/2	1.56
23	BAGHWAR	38/2	0.12
24	BAGHWAR	39/2	0.50
25	BAGHWAR	39/1	2.48
		<b>SUB TOTAL</b>	<b>9.432</b>
		<b>GRAND TOTAL</b>	<b>104.069</b>

FOREST LAND			
SL NO	VILLAGE	KHASRA NO	AREA (IN HECT)
1	MAJHIGAWAN, SARDA	MAJHIGAWAN FOREST COMPTT. NO R-1121, SIDHI	54.825
2	GODHATOLA, BAGHWAR	BUDHAGAUNA FOREST COMPTT. NO. R- 1119, SIDHI	66.949
3	HINAUTI, DENGRAHA, BIHARGANJ & JUDMANI	HIANUTI FOREST COMPTT. NO R- 752 & R 753, SATNA	258.867
		<b>GRAND TOTAL</b>	<b>380.641</b>



### SCHEDULE IB

JAIPRAKASH ASSOCIATES LIMITED  
UNIT - JAYPEE BELA PLANT - JAYPEE PURAM  
BUILDING & STRUCTURE AT JBP

SR NO	ASSET DESCRIPTION	REMARK	SR NO	ASSET DESCRIPTION	REMARK
	<b><u>PLANT BUILDING</u></b>		25	DG HOUSE	
1	132 KV SUB STATION		26	E & M WORKSHOP MECH & FABRICATION SHOP	
2	AMMONIUM NITRATE STORAGE HOUSE NEAR SARASWATI GATE		27	ESP FOR CEMENT MILL - I	
3	AUTO WORKSHOP		28	ESP FOR CEMENT MILL - II	
4	BAG GODOWN		29	ESP FOR COAL MILL	
5	BAG HOUSE		30	ESP FOR COOLER	
6	BELA MINES WORKSHOP		31	EXCISE OFFICE	
7	C.F.SILO & BLOWER RAW MEAL		32	FIRE ALARM SYSTEM	
8	CABIN FOR RAILWAY CROSSING		33	FIRE HYDRANT SYSTEM SUPPORT	
9	CANTEEN		34	FIRE STATION	
10	CCR CENTRAL CONTROL ROOM & QC LAB		35	FLY ASH SILO & HANDLING SYSTEM CAPITALIZED VALUE T	
11	CEMENT BULK LOADING SYSTEM PACKING PLANT		36	GATES, FENCING AND BOUNDARY WALL	
12	CEMENT MILL HOPPER (II)		37	GENERAL STORES	
13	CEMENT MILL HOPPER-1		38	HOT AIR DUCT SUPPORT (COOLER HOUSE TO CEMENT MILL)	
14	CEMENT SILO - I,II		39	LATERITE CRUSHER	
15	CEMENT SILOS III& IV		40	LATERITE SHED	
16	CLINKER COOLER & CLINKER BREAKER		41	LOAD CENTRE (I) & M.C.C.ROOM	
17	CLINKER SILO		42	LOAD CENTRE (II) & MCC ROOM	
18	COAL MILL HOPPER		43	LOAD CENTRE (III) & MCC ROOM	
19	COAL STACKER/RECLAIMER P.B.STOCKPILE		44	LOCO PIT SHED	
20	COMPRESSOR BLOWER HOUSE		45	MINES OFFICE	
21	COMPRESSOR HOUSE CEMENT MILL		46	OFFICE BUILDING RAILWAY SIDING	
22	COMPRESSOR HOUSE FOR COAL MILL & BLOWER		47	OFFICE COMPLEX	
23	COMPRESSOR HOUSE FOR RAW MILL		48	PACKING PLANT	
24	COOLING TOWER FOR CEMENT MILL		49	PACKING PLANT - RAILWAY SIDING	
			50	PACKING PLANT-TRUCK LOADING	

SR NO	ASSET DESCRIPTION	REMARK
51	POZZOLONA / GYPSUM STORAGE HOPPER	
52	PREHEATER, PRECALCINATOR & G.C.T.	
53	PROJECT OFFICE	
54	RAW MATERIAL HOPPERS	
55	RAW MILL BAG HOUSE	
56	ROADS,DRAINAGE AND SEWORAGE	
57	STOCK PILE YARD, COAL SHED	
58	STOCK PILE YARD,CLINKER YARD/STOCK PILE	
59	SUPPORTS ELEC.INSTALL. OVERHEAD	
60	SUPPORTS WATER TANK, PILELINE & INSTALLATION	
61	TEMPORARY CONSTRUCTIONS	
62	UN-BURNT CLINKER LOADING HOPPER & STRUCTURE AT TT6	
63	WAGON LOADING PLATFORM	
64	WAGON TIPPLER STRUCTURE	
65	WEIGH BRIDGE HOUSE	
66	WORKERS DINNING HALL	
67	LIME STONE CRUSHER	
68	COAL CRUSHER	
69	GYPSUM CRUSHER	
70	AGGREGATE CRUSHER-JAW CRUSHER	
	<b>TOWNSHIP FIELD HOSTEL</b>	
71	HOSTELS FIELD HOSTEL - I (G-ONLY)	1 BLOCK
72	HOSTELS FIELD HOSTEL - II, III, IV (G-ONLY)	6 BLOCK
73	SECURITY BARRACK (G-ONLY)	3 BLOCK
	<b>FAMILY ACCOMODATION</b>	
74	FAMILY QUARTERS C-TYPE QUARTERS (G+1)	2 BLOCK
75	FAMILY QUARTERS D-TYPE QUARTERS (G+1)	3 BLOCK

SR NO	ASSET DESCRIPTION	REMARK
76	FAMILY QUARTERS E-TYPE QUARTERS (G+2)	4 BLOCK
77	FAMILY QUARTERS F-TYPE QUARTERS (G+2)	3 BLOCK
78	FAMILY QUARTERS H-TYPE QUARTERS (G+2)	3 BLOCK
79	LABOUR COLONY LABOUR HUTMENTS (G-ONLY)	36 BLOCK
80	ROADS,DRAINAGE AND SEWORAGE	
81	GATES, FENCING AND BOUNDARY WALL	
	<b>OTHER BUILDINGS/STRUCTURE</b>	
82	TEMPLE	
83	ANNAPURNA MESS	
84	SECURITY MESS	
85	LAUNDRY NEAR FH-I/DHOBI GHAT	
86	UTILITY COMPLEX & HOSPITAL	
87	UTILITY SULABH COMPLEX NEAR TRANSPORT CANTEEN	
88	OFFICES TRANSPORTER SHED	
	<b>BUILDING CPP</b>	
89	WATER TREATMENT PLANT	
90	TURBINE GENERATOR CPP	
91	COAL HANDLING SYSTEM	
92	CPP-II DRAINAGE & SEWERAGE	
93	COAL SHED	
94	ASH HANDLING SYSTEM	
95	LOAD MANAGEMENT SYSTEM	
96	FIRE HYDRANT SYSTEM	
97	ESP	
98	CHIMNEY	
99	BOILER-I	
100	COOLING TOWER	

**SCHEDULE IB**

JAYPEE SIDHI CEMENT PLANT (CEMENT DIVISION)  
(A UNIT OF JAIPRAKASH ASSOCIATES LTD.)

SR NO	ASSET DESCRIPTION	REMARK
	<b>PLANT UNIT I</b>	
1	LAB.& QUALITY CONTROL ROOM	
2	AMMONIUM STORAGE ROOM	
3	BAG HOUSE	
4	BATCHING PLANT	
5	CEMENT MILL HOPPER	
6	CEMENT SILO	
7	CENTRAL CONTROL ROOM	
8	CLINKER COOLER	
9	COAL CRUSHER	
10	COMPRESSOR	
11	CRUSH BARRIER AT PLANT	
12	DRAINAGE & SEWAGE (PLANT)	
13	FIRE HYDRANT SYSTEM	
14	FLY ASH SILO & DRYER SYSTEM	
15	GYPSSUM CRUSHER	
16	HOPPER	
17	LATERITE CRUSHER	
18	LC -II	
19	LC -III	
20	LC -IV	
21	LC-I ( HINAUTI )	
22	LIME STONE CRUSHER	
23	LIME STONE RECLAIMER II	
24	MOTOR CYCLE / CAR STAND	
25	OIL & GREASE ROOM	
26	PACKING PLANT	
27	PANEL ROOM	
28	PLANT ROAD	

SR NO	ASSET DESCRIPTION	REMARK
29	PREHEATER	
30	RAW MILL BAG HOUSE	
31	RECLAIMER/STACKER/YARD COAL	
32	RECLAIMER/STACKER/YARD LIMESTONE	
33	SEWAGES TREATMENT PLANT	
34	SILO CLINKER	
35	SILO RAW MEAL	
36	TOWER COOLING	
37	WATER WORKS, TANK	
38	WEIGH BRIDGE HOUSE	
39	WORK SHOP	
	<b>PLANT UNIT II</b>	
40	BAG HOUSE FOR RAW MILL	
41	BEOHARI SIDING	
42	CEMENT MILL HOPPER	
43	CEMENT MILL	
44	CENTRAL CONTROL ROOM	
45	CLINKER COOLER HOUSE	
46	CLINKER SILO	
47	CLINKER TRANSPORTATION SYSTEM	
48	CLINKER YARD	
49	COAL MILL	
50	COMPRESSOR HOUSE ( P&M )	
51	CONVEYORS	
52	COOLING TOWER	
53	ESP FOR CEMENT MILL	
54	ESP FOR COOLER HOUSE	

SR NO	ASSET DESCRIPTION	REMARK
55	FIRE HYDRANT SYSTEM	
56	GYPSUM YARD	
57	LOAD CENTER-II	
58	LOAD CENTER-III	
59	LOAD CENTER-IV	
60	PACKING PLANT	
61	PLANT ROAD	
62	PREHEATER	
63	RAW MEAL SILO	
64	RAW MILL HOPPERS	
65	WATER TANK PIPE LINE	
	<b>FAMILY ACCOMODATION</b>	
66	C TYPE (G+1)	3 BLOCK
67	D TYPE (G+1)	6 BLOCK
68	E TYPE (G+2)	12 BLOCK
69	F TYPE (G+2)	6 BLOCK
70	H TYPE (G+2)	5 BLOCK
71	LABOUR COLONY (GROUND FLOOR ONLY)	29 BLOCK
	<b>FIELD HOSTEL</b>	
72	FH 1 (G.FLOOR ONLY)	1 BLOCK
73	FH-2 (1 BLOCK G.FLOOR ONLY & 1 BLOCK G+1)	2 BLOCK
74	FH-3 (G.FLOOR ONLY)	4 BLOCK
75	FH-4 (G.FLOOR ONLY)	1 BLOCK
76	FH-4 ( HINAUTI ) G.FLOOR ONLY	1 BLOCK
77	FH-5 ( HINAUTI ) G.FLOOR ONLY	1 BLOCK
78	FH-5 (G.FLOOR ONLY)	3 BLOCK

SR NO	ASSET DESCRIPTION	REMARK
	<b>OTHER BUILDING /STRUCTURE</b>	
79	BOUNDRY WALL ( TOWNSHIP )	
80	SUB-WAY & WATCH TOWER (TOWNSHIP)	
81	ANNAPURNA ( HINAUTI )	
82	ANNAPURNA ( SCHOOL )	
83	ANNAPURNA ( MESS)	
84	ESTATE OFFICE	
85	JAI JYOTI SCHOOL	
86	SARDAR PATEL SCHOOL	
87	CHILDREN PARK	
88	CONSUMER STORES	
89	DG HOUSE	
90	FIRE STATION	
91	GANDHI VATIKA	
92	GATES FENCING & BOUNDARY WALL	
93	HOSPITAL BUILDING	
94	INDUSTRIAL TRAINING INSTITUTE	
95	LAUNDRY	
96	OFFICES	
97	SECURITY BARRACK	
98	STORES	
99	TEMPLE	
100	UTILITY COMPLEX	
101	MAGAZINE BUILDING	
	<b>CPP PLANT</b>	
	CPP 35 MW	
102	TURBINE GENERATOR	

SR NO	ASSET DESCRIPTION	REMARK
103	COAL HANDLING SYSTEM	
104	COAL CRUSHER	
105	BOILER-I	
106	BOILER-II	
107	WATER TREATMENT PLANT	
108	TURBINE GENERATOR	
109	AIR COOLED CONDENSER	
110	WATER COOLED CONDENSER	
111	ASH HANDLING SYSTEM	
112	FIRE HYDRANT SYSTEM	
113	ESP	
114	CHIMNEY	
	CPP 60 MW	
115	COAL STOCK PILE YARD, SHED	

SR NO	ASSET DESCRIPTION	REMARK
116	TURBINE GENERATOR	
117	OVERHEAD WATER TANK	
118	MCC ROOM	
119	COAL SILO	
120	AIR COOLED CONDENSER	
121	FLY ASH HANDLING SYSTEM	
122	BOILER	
123	CHIMNEY	
124	COAL HANDLING SYSTEM	
125	ESP FOR CPP	
126	RECLAIMER/STACKER/YARD COAL	
127	FLY ASH SILO	
128	COOLING TOWER	
129	WATER TREATMENT PLANT	

### SCHEDULE IC

JAYPEE BELA PLANT

MINING EQUIPMENT & VEHICLES IN THE BOOKS OF BELA & PHYSICALLY AVAILABLE AT BELA

S.N.	EQUIPMENT	WINDOW NO.	Capacity	REMARKS
	<b>MINING EQUIPMENTS</b>			
1	BEML DUMPER BH-35	1	35 TON	
2	BEML DUMPER BH-35	2	35 TON	
3	BEML DUMPER BH-35	3	35 TON	SCRAP
4	BEML DUMPER BH-35	4	35 TON	
5	BEML DUMPER BH-35-9355	5	35 TON	
6	BEML HAULPAK BH35-2 NO. 23	23	35 TON	
7	BEML HAULPAK BH35-2 NO. 24	24	35 TON	
8	BEML DUMPER BH-35-2-736	25	35 TON	
9	BEML DUMPER BH-35-2-738	26	35 TON	
10	BEML DUMPER BH-35-2-1281	27	35 TON	
11	BEML DUMPER BH-35-2-1283	28	35 TON	
12	BEML DUMPER BH-35-2-1280	29	35 TON	
13	BEML DUMPER BH-35-2-1336	30	35 TON	
14	BEML DUMPER BH-35-2-1367	31	35 TON	
15	BEML DUMPER BH-35-2-1368	32	35 TON	
16	CAT 773E DUMPER	1	60 TON	
17	CAT 773E DUMPER	2	60 TON	
18	CAT 773E DUMPER	3	60 TON	
19	KOMATSU HYD EXCAVATOR PC600 LC-8R	8	3.2 CUM	
20	KOMATSU HYD EXCAVATOR PC600 LC-8R	9	2.8 CUM	
21	TATA HITACHI HYD EXCAVATOR ZX650H	10	2.4 CUM	
22	IDM-30 NO-1	1		
23	ATLAS COPCO IDM-30	2		
24	ROC L8	1		
25	CAT D8R-2	2	11 CUM	
26	R200W-7 HYD. EXCAVATOR HYUNDAI (ROCK BREAKER)	1		
27	TATA CRANE GRV 7247	1		
28	CRANE ESCORTS HYDRA-12	4		
29	BEML WHEEL LOADER BL-200			SCRAP
30	KOMATSU WA380-3 WHEEL LOADER	1		

S.NO	DESCRIPTION	VEHICLE NO.
1	BOLERO MAXI TRUCK LX 124 WB FOR EXPLOSIVE VAN GR 5-963895/01.12.09 GR 5-1345159/22.03.10 M/S STAR AUTOMOBILES, SATNA EXPLOSIVE VAN ENGINE NO GA91L28262 CHASSIS NO MA1ZP2GAA91L6331	MP17G0809
2	TRUCK (MINI) TATA LPT MAJ : 709 E MODEL M/S TATA ENGG & LOCOMOTIVE CO CHASIS NO. 386321AXZ702195 ENGINE NO. 497TC85AXZ853649 INV 932007211 / 28.02.2002	MP17C4569
3	BOLERO DI7STR MDI LDC13/07.02.08 ENG GF71M36193 CHASSIS 71M58511 STAR AUTOMOBILES	MP17CA1519
4	MAHINDRA BOLERO CAMPER 2WD INDIA2000 UTILITY VAN INV 1150/22.12.03	MP 17 C 5193
5	BOLERO DI 7STR MDI CHA 81A13867 ENG GF81A65018 BGRFBL/8-134/31.03.08 STAR AUTOMOBILES	MP17CA1623
6	HERO HONDA CD DAWN CHA-MBLHA11EC89C01852 ENG HA11EA89C06970 BGRFBL/8-133/27.03.08 BADRIKA MOTORS PVT LTD	MP 17 MB 8620
7	TVS STAR CITY FOR ESTATE OFFICE BANSAL AUTO AGENCIES CHASSIS NO MD625KF5471A49162 ENGINE NO AF5P61761618	MP-17/MA-9439
8	BAJAJ DISCOVER 175 CC ENG JNGBPF11175 CHASSIS MD2DSJNZZPCF02257 KEY NO 8842 BAT 217-4/653303BGRFBL/8-71 BFPJ/8-75 UPPAL MOTORS	MP17MB5078
9	HERO HONDA CD-DAWN CHASSIS 07M22F00298 ENG 07M22E27489 BGRFBL/8-100/25.01.08 BADRIKA MOTORS PVT LTD	MP17MB 7289
10	HERO HONDA CD-DAWN CHA-07M22F00738 ENG-07M22E31211BGRFBL/8-98/17.01.08 BADRIKA MOTORS PVT LTD	MP17MB7290
11	BAJAJ DISCOVER INV 1179/15.10.06 M/S UPPAL MOTORS (FOR CIVIL) CHASSIS NO DSGBNF01805 & ENGINE NO M020S0SZZNCF22304	MP17 MA 6082
12	BAJAJ "KAWASAKI" MOTORCYCLE CHASSIS 31F BFG 14423 UPPAL MORORS	MP 17 HA 7630
13	BAJAJ "KAWASAKI" MOTORCYCLE CHASSIS 31FBEE 64588 UPPAL MOTORS	MP 17 HA 2088
14	BAJAJ "CHETAK" SCOOTER CHASSIS NO 06F BFF 81120 UPPAL MOTORENGINE NO CDM BFF 33396 INV 916/23.09.1999	MP 17 HA 7236
15	HERO HONDA SPLENDER PLUS BADRIKA MOTORS P LTD CHASSIS NO 06E16C65482 ENGINE NO 06E15M64952	MP17MA3805
16	BADRIKA MOTORS HERO HONDA SPLENDOR PLUS CHASSIS NO. MBLHA10EJ8 HF 05024 ENG.NO. HA10EA8HF13399	MP-17/MC-1268
17	BADRIKA MOTORS HERO HONDA SPLENDOR PLUS CHASSIS NO. MBLHA10EJ8 GE17207 BGRFBL/9-36/27.05.08 BFPJ/9-34 ENG.NO. HA10EA8GE18684	MP-17/MC-0411
18	HERO HONDA MOTOR CYCLE GR 5-1161986/01.02.10 PO 26-1604 BADRIKA MOTORS P. LTD CHASSIS MBLJA06ESAGA06845 ENGINE JA06EBAGA07002	MP17/MD5776
19	HERCULES BICYCLE FNO.2HN23497 22" PRINCE TRADING CO FOR ACCOUTS OFFICE BOY F & A	
20	ATLAS CYCLE BGRFBL/8-115/07.03.08 BFPJ/8-131 PRAKASH CYCLE STORE	

<b>S.NO</b>	<b>DESCRIPTION</b>	<b>VEHICLE NO.</b>
21	AJAY CYCLE STORE,REWACYCLE S.K.PANTHER 22" RED BGRFBL/8-82/ 05.12.07 BFPJ/8-100	
22	RICKSHAW FOR ESTATE OFFICE BGRFBL/9-81 BFPJ/9-84BGRFBL / 900000081 Dt 02-09-2008 MANISH HARDWARE STORESRICKSHAW	
23	RICKSHAW FOR GARBAGE DISPOSAL GR5-830054/16.10.09 PO26-823 SANGAM PLASTIC INDUSTRIES PVT.LTD,DELHI	
24	RICKSHAW FOR GARBAGE DISPOSAL GR5-830054/16.10.09 PO26-823 SANGAM PLASTIC INDUSTRIES PVT.LTD,DELHI	
25	TATA WINGER-AMBULANCE CHASSIS 460103HRZU03479 ENGINE 483DL56HRZ713013 GR 5-187860	MP17DA0124
26	TATA WINGER AMBULANCE MP17DA0181 GR 5-3155716 INV S-1011-01631/07.03.11 AGARWAL MPTORS , SATNA , ENG 483DLTC55PZY723308 CHASSIS MAT460124 AUP06824	MP17DA0181
27	EICHER 10.75 SCHOOL BUS GR 5-3155715/17.03.11 PO 26-4328 INV 244/01.03.11 SINGH ENTERPRISES , REWA ENG E483CDBB523562 CHASSIS MC219HRF0 BB219223	MP17P0431
28	MAHINDRA TOURISTOR 42 SEATER BUS GR 5-2468375/19.11.2010 INV 1071/10.11.10 STAR AUTOMOBILES (M.P.LTD.) JABALPUR, ENG A4H11173 CHASSIS A3JI8583 PO 26-3868	MP17P0410
29	FORK LIFT CAP 5 TON GODREJ GX-SERIES 5T DIESEL BGRFBL/8-51 BFPJ/8-54	
30	HEAVY DUTY INDUSTRIAL DUST SWEEPING MACHINE CHASSIS NO 189200708 ENG NO YPEM001898Y TPS INFRASTRUCTURE LIMITED	
31	TELESCOPIC MOVABLE LIGHTING TOWER 9 MTR HEIGHT 2 NO ASKA SAFETY DEVICES, BANTAKHEDI PO 26-2563	



JAYPEE BELA PLANT

MINING EQUIPMENT & LMV IN THE BOOKS OF OTHER UNITS & PHYSICALLY AVAILABLE AT BELA - PART OF BUSINESS

S.NO	EQUIPMENT	Capacity	DATE OF COMMISSIONING
1	BEML HAULPAK BH35-2 NO. 11	35 TON	1997
2	BEML HAULPAK BH35-2 NO. 17	35 TON	1997
3	BEML HAULPAK BH35-2 NO. 19	35 TON	1997
4	BEML HAULPAK BH35-2 NO. 20	35 TON	1997
5	BEML HAULPAK BH35-2 NO. 21	35 TON	1996
6	KOMATSU PC-600-LC6 NO. 2	3.2 CUM	2003
7	KOMATSU PC-600-LC6 NO. 4	3.2 CUM	20.02.08
8	KOMATSU PC-600-LC6 NO. 6 (JRC)	2.8 CUM	28.06.04
9	KOMATSU PC-600-LC6 NO. 7	3.2 CUM	11.01.11
10	ATLAS COPCO IBH-10 NO.3		1999
11	ATLAS COPCO ROC-L8 DRILL NO.2		28.12.2009
12	BEML DOZER D-155-1 NO.3	10 CUM	0
13	BEML DOZER D-155-1 NO.4	10 CUM	0
14	CATERPILLAR DOZER D-8R NO.1	11 CUM	2007
15	CATERPILLAR DOZER D-7R NO.1	9 CUM	2004
16	KOMATSU WHEEL DOZER WD420	7 CUM	13.9.08
17	HYVA		2002
18	HYVA		2008
19	TATA TIPPER		2001
20	TATA TIPPER		2001
21	TATA TIPPER(OIL VAN)		1989
22	TATA TIPPER		1990
23	TATA TIPPER (LABOUR BUS-2)		1992
24	TATA TIPPER		1992
25	WATER TANKER		1992
26	TATA TIPPER		1992
27	WATER TANKER NO.03		1992
28	WATER TANKER NO.22		1992
29	LABOUR BUS NO 01		1992
30	DIESEL TANKER		1993
31	SERVICE VAN		1992
32	EXPLOSIVE VAN		2008
33	TYRE HANDLER		2007

<b>SR NO.</b>	<b>MAKE/TYPE</b>	<b>VEHICLE REG NO.</b>	<b>MAKE</b>
1	BOLERO SLE AC	UP64 J5442	2007
2	BOLERO SLE AC	MP17 CA4308	2010
3	BOLERO SLE AC	MP17 CA4147	2010
4	BOLERO DI AC	MP17 CA0186	2006
5	BOLERO DI AC	M17 CA0728	2006
6	BOLERO DI	MP17 CA2443	2009
7	BOLERO DI	MP17 CA1070	2007
8	MARSHAL	MP17 A4941	2002
9	SECURITY VAN	MP17 G0595	2008
10	BOLERO CAMPER	MP17 C5441	2004
11	BOLERO CAMPER	MP17 G0391	2007
12	BOLERO CAMPER	MP17 C6103	2005
13	MARSAL	MP17A4874	2004
14	FIRE TENDER	DL1GA 1009 TELECO MODEL	1992

JAYPEE BELA PLANT

VEHICLES & MINING EQUIPMENTS IN THE BOOKS OF BELA & PHYSICALLY AVAILABLE AT OTHER SITES - TO BE TRANSFERRED TO BELA BEFORE CLOSING

S.NO	DESCRIPTION	VEHICLE NO.	LOCATION
1	EXPLOSIVE VAN CHASIS NO.LPT 709/38 M/S TELCO, INV CI/4118/31.10.96 FABRICATION OF EXPLOSIVE VAN BODY TATA LPT 709/38 M/S AMIN NITRATES P.LTD	MP17C3296	JRP
2	MAHINDRA 'MARSHAL' CHASSIS NO DX 30377 INV 199/19.05.1999 M/S STAR AUTOMOBILES , SATNA	MP 17 A 4592	JSCP
3	M/S STAR AUTOMOBILES , SATNA CHASSIS 31M37252 ENGINE AC31M35677		
4	MAHINDRA BOLERO DI 757R 2WD MDI 3200 CHASSIS NO 61G27779 ENGINE NO GA61G26937	MP17CA0654	JRP
5	MAHINDRA BOLERO DI2WD 75 R ENG NO GA74G63959 CHASSIS 72G37750 LDC-12/27.09.07 STAR AUTOMOBILES	MP17CA1262	JRP
6	BOLERO DI 7STR MDI LDC14/07.02.08 ENG GF71M36186 CHASSIS 71M57855 STAR AUTOMOBILES	MP17CA1531	TANDA
7	CHASSIS NO 72-C-19336,ENG NO GA74C26675 STAR AUTOMOBILES AJIT BHAWAN BOLERO-LX-TURBO, LDC-05/21.08.07 (JPN-MARKETING) INV 1336/29.03.2007	MP17CA0953	JRP
8	CHASSIS NO 72-C-18770,ENG NO GA74C26554LDC-05/21.08.07 STAR AUTO MOBILES BOLERO-LX-TURBO, LDC-05/21.08.07 (BHOPAL) INV 1339/29.03.2007	MP17CA0956	RMO BHOPAL
9	CHASSIS NO 72-C-19784,ENG NO GA74C26745LDC-05/21.08.07 STAR AUTO MOBILES (JABALPUR MKT) INV 1338/29.03.2007	MP17CA 0955	AMO JABALPUR
10	XYLO (E-8)7S Bs3 RMO-BHO ENGINE NO BVA4G19282 WIN WIN AUTOMOBILES P.LTD BHOPAL REGISTRATION NO CHASSIS NO MA1RZ2GAAA2G50658	MP04CF6984	RMO BHOPAL
11	ENGINE NO 31M BFG 26059 INV 1075/03.11.99		
12	ENGINE NO 31MBEE 51580 INV 870/21.09.1998		
13	BAJAJ "KAWASAKI" BOXER MOTORCYCLE CHASSIS DMF BJJ 29231 ENGINE NO DMM BJJ 85561 UPPAL MOTORS INV 67/21.04.2003	MP 17 HC 5536	TANDA
14	M/S GODREJ & BOYCE MFG. CO. LTD (INDORE) INV 51005732/27.07.2007		

S.N.	EQUIPMENT	DATE OF COMMISSIONING	LOCATION
	<b>MINING EQUIPMENTS</b>		
1	KOMATSU PC600-7 HYD. EXCAVATOR	2009	JSCP
2	IDM30-ATLAS COPCO	24.02.2012	JRP

**SCHEDULE IC**  
**JAYPEE SIDHI CEMENT PLANT**

**MINING EQUIPMENTS & VEHICLES IN THE BOOKS OF OTHER UNITS & PHYSICALLY AVAILABLE AT  
SIDHI - PART OF BUSINESS**

Sl. No.	RECEIVED FROM	ASSETS	VEHICLE REG. NO.	MAKE/MODEL	CHASIS NO./ MACHINE NO.	ENGINE NO.	YEAR OF MANUFACTURE	REMARKS
1	JRC	Water Tanker	UP-08-4346	Tata/1210 SE	364 092 555 828	692 D02 255288	1992	OK
2	JRC	Water Tanker	UA-09-4654	Tata/1210 SE	364 091 518 504	692 D01 971680	1990	OK
3	JRC	Water Tanker	MP-17-C5471	Tata 3516 TC	415005DVZ204752	40C62327578	2004	OK
4	JRC	Box Tipper	MP-17-G0748	Tata/1615 TC	33/CH/BRH/94	692 D01 996058	1991	OK
5	JRC	Diesel Generator	N.A.	125 KVA	82302AL-32	NOT VISIBLE	NOT VISIBLE	OK
6	JRC	Diesel Generator	N.A.	125 KVA	NOT VISIBLE	NOT VISIBLE	NOT VISIBLE	OK
7	JRC	Diesel Genrator	N.A.	500 KVA	KTA-19-G4	25279618	2002	OK
8	JRC	Diesel Geerator	N.A.	15 KVA	Not Applicable	D8.2001/0500127	NOT VISIBLE	NOT-WORKING
9	JRC	Diesel Geerator	N.A.	25 KVA	98E32500,416	NOT VISIBLE	NOT VISIBLE	NOT-WORKING
10	JRC	J.C.B.	N.A.	Kirloskar / 3-DX	1037660	4H-2465/0500104	2005	OK
11	JRC	Air Compressor (Diesel)	N.A.	XA-320	POO1050005-862975	25188288	NOT VISIBLE	OK
12	JRC	Service Van	UA-07 C-9324	1613 C	388046 KZZ 121409	OOI 62165041	1991	OK
13	JRC	Staff Bus	MP-17-P-0226	Tata 1510	GQQ 116198	GQQ 121681	NOT VISIBLE	OK
14	JRC	Diesel Highway Tanker	UP-08-4206	Tata/1210 B	364 092 569 588	692 D01 564233	1999	OK
15	JRC	Explosive Van	MP-17-G0335	Tata/1211	364073349912	692D01361204	1990	OK
16	JRC	Explosive Van	MP-17-G0334	Tata/0407	386123BYZ804374	497TC84BY Z86019	2001	OK
17	JRC	Tata Trailer	MP-17-C5513	3516 TC	4155005DYZ204794	40D62327542	2004	OK
18	JRC	Welding I Set Diese	N.A.	Ador SC 400	6655	26/03114448	NOT VISIBLE	NOT-WORKING
19	JRC	Welding I Set Diese	N.A.	Ador SC 400	Not Mention	29/06095366	NOT VISIBLE	OK
20	JRC	LABOUR BUS	SK-03-2489	SK 1613/36	37094KQQ123338	697D21JQQJ QQ129590	1999	OK
21	JRC	Labour Bus	KA-18-1808	Tata/1210	364 0925 73278	692 D01 573420	1992	OK
22	JRC	25 KW Water Pump	N.A.	DM 28	N.A	N.A	NOT VISIBLE	NOT-WORKING
23	JRC	GRADER	N.A.	GD-355-3A/ KOMATSU	11309	26410988	NOT VISIBLE	OK
24	JRC	Lighting Tower	N.A.	CAF - 8		20.1101/0700348	NOT VISIBLE	OK
25	JAL-HO	BRONTO SKY LIFT	MP-17-DA-0213	F-32 HDT TATA 2518 C	MAT448046 B2A02135	11A62981	2011	OK
26		Explosive Van	MP53GA-2597	TATA	MAT45401708 F1874E	497TC92 FWY831434	2014	OK

SL.NO.	ASSET	REG. NO.	ENGINE NO.	CHASIS NO.	RECEIVED FROM
1	BOLERO	MP-17-CA-2095	70578	118653	JRC
2	BOLERO	MP-17-CA-0240	62A22280	DT64A13144	JAYPEE MINEREL
3	BOLERO	MP-17CA-1746	65172	22465	NIGRIE
4	BOLERO	MP-17CA-1264	37570	63922	NIGRIE
5	BOLERO	MP-17-CA-0293	GA64C2511	62C15119	JRC
6	BOLERO	MP-17-CA-5831	GPB4J85664	MA1PL2GPKB2J92207	JAYPEE SOYA
7	BOLERO	MP-17 CA-2149			JRC
8	MARSHAL	MP-17-A-4592	DX303772	DX303772	JBP
9	MARSHAL	MP-17-CA-5176	43A950254	AB44A155567	JRC
10	MARSHAL	MP-08-F-9392	74175	21346	JEL
11	MARSHAL	MP-17-B-4974	AB24G63763	22H20413	JRC
12	MARSHAL	MP-17-BA-0120	AB54D23471	52D14322	JRC
13	SCARPIO	MP-17 CA 1357	72K986640	BS74K66488	JRC
14	SCORPIO	MP-17-A/5085	32G83752	BF34G45353	JRC
15	BIKE	MP-17-C-6797	DHVBKB86774	DHVBKB86778	JRC

## JAYPEE SIDHI CEMENT PLANT

### MINING EQUIPMENTS & VEHICLES IN THE BOOKS OF SIDHI & PHYSICALLY AVAILABLE AT SIDHI

Sl. No.	ASSET NO.	ASSETS	VEHICLE REG. NO.	MAKE/ MODEL	CHASIS NO./ MACHINE NO.	ENGINE NO.	YEAR OF MANUFACTURE	REMARKS
1	CPP 2 X 60 MW	FIRE TENDER	GPT-7492					CPP 2 X 60 MW
2	110459	FIRE SERVICE	MP-17-G-0255		388342GTZ125142			OK
3	110465	AMBULANCE	UP-70 -AT-4852		PGWEL-4GM00959995	SWARAJ MAZDA		OK
4	110476	AMBULANCE	MP-17- DA-0105		424112CSZ207718	SA1212TC/42TATA		OK
5	110497	TATA 709	MP-17G-0167		38655ATZ802484			OK
6	111004	TATA WINGER AMBULANCE	MP-17-DA-0212		483DLTC55 KYY718421	MAT460124 BUK06511		OK
7	603310	DG -SET (SILENT)						OK
8	800263	Hydra Crane 12T	N.A.	Escort/12T	1936452612	S433/088474	2007	OK
9	800264	Hydra Crane 12T	N.A.	Escort/12T	1935419417	S433/083455	2007	OK
10	800265	Hydraulic Excavator	N.A.	PC400 Komatsu Back hoe	50713	SAA6D125 E-3/319897	2007	NOT-WORKING
11	800267	Dozer	N.A.	D155A-5 Komatsu	65510	34085	2006	OK
12	800268	Dozer	N.A.	D 85 E SS 2A Komatsu	4480	97353	2006	OK
13	800271	REAR DUMPER	N.A.	BEML/BH35-2	BH35-2/885	25328373	2008	OK
14	800272	REAR DUMPER	N.A.	BEML/BH35-2	BH35-2/886	25330998	2008	OK
15	800273	REAR DUMPER	N.A.	BEML/BH35-2	BH35-2/887	25330432	2008	NOT-WORKING
16	800274	REAR DUMPER	N.A.	BEML/BH35-2	BH35-2/888	25329542	2008	OK
17	800275	REAR DUMPER	N.A.	BEML/BH35-2	BH35-2/898	25333247	2008	NOT-WORKING
18	800277	REAR DUMPER	N.A.	BEML/BH35-2	BH35-2/918	25328692	2008	NOT-WORKING
19	800278	REAR DUMPER	N.A.	BEML/BH35-2	BH35-2/919	25329192	2008	OK
20	800279	REAR DUMPER	N.A.	BEML/BH35-2	BH35-2/920	25329515	2008	OK
21	800280	MAN	MP-17-HH-0710	MAN CLA 25.280	MBKM C5 BA 08N00661	D54000667	2008	NOT-WORKING
22	800283	MAN	MP-17-HH-771	MAN CLA 25.280	MBKM C5 CAX 8N000701	D54000717	2008	NOT-WORKING
23	800284	MAN	MP-17-HH-0896	MAN CLA 25.280	MBKM C5 GA 38M001001	D54001019	2008	NOT-WORKING
24	800287	MAN	MP-17-HH-0901	MAN CLA 25.280	MBKMC5GA 97N00054Z	D54000487	2008	NOT-WORKING
25	800289	ATLAS COPCO IDM 30	N.A.	NTA-855-C	200906708	En.No-25334307	2009	OK

SI. No.	ASSET NO.	ASSETS	VEHICLE REG. NO.	MAKE/ MODEL	CHASIS NO./ MACHINE NO.	ENGINE NO.	YEAR OF MANUFACTURE	REMARKS
26	800293	ATLAS COPCO IDM 30	N.A.	NTA-855-C	200906715	En.No-25330018	2009	NOT- WORKING
27	800296	MAN	MP-17-HH-0960	MAN CLA 25.280	MBKMC5GA 88N001047	D54001086	2008	NOT- WORKING
28	800300	Hydraulic Excavator	N.A.	PC600	20217	116595	2007	OK
29	800301	Loader	N.A.	WA 180 KOMATSU	54789	26403764	2008	OK
30	800302	Hydraulic Excavator	N.A.	PC600	20218	116569	2008	OK
31	800303	Loader	N.A.	WA 380 KOMATSU	54338	38493	2006	OK
32	800473	LOADER	N.A.	430Z JCB	13399056	DXEM083876	2009	OK
33	800535	Hydraulic Excavator	N.A.	PC450 LC	20685095Z	NL60219	2013	OK
34	800536	ATLAS COPCO( DILL )	N.A.	CRAWLER MOUNTED ( DILL ICM 260	MHN26013052		2013	OK
35	800537	ATLAS COPCO( DILL )	N.A.	CRAWLER MOUNTED ( DILL ICM 260	MHN26013051	84060957	2013	OK
36	800540	TATA PRIMA	MP17-HH3081	TATA	MAT713002C3 K29649	6ISBE2703021 K64104318	2013	OK
37	800541	TATA PRIMA	MP17HH3088	TATA	MAT713002C3 K29653	6ISBE2703021 K64104343	2013	OK
38	800542	TATA PRIMA	MP17HH-3082	TATA	MAT713002C3 K30195	6ISBE2703021 K64104365	2013	OK
39	800543	TATA PRIMA	MP17-HH3085	TATA	MAT713002C3 K28877	6ISBE2703021 J64104236	2013	OK
40	800544	TATA PRIMA	MP17HH3087	TATA	MAT713002C3 K29324	6ISBE2703021 K64104324	2013	OK
41	800545	TATA PRIMA	MP17HH3079	TATA	MAT713002C3 K29239	6ISBE2703021 K64104320	2013	OK
42	800550	HYDRALIC ROCK BRAKER		MODEL HB 3100	DEQ130411		2013	OK
43	110483/ 110565	Service Van	MP-17-G-0637		70M62627886	388142 MSZ142587		OK

SL. NO.	ASSET NO.	ASSET WITH REGISTRATION NO.	ENGINE NO	CHASIS NO.
1	110464	BOLERO D2 TURBO -MP17-CA-0772	62M53336	6F64M32266
2	110465	AMBULANCE -UP-70-AT4852	SWARAJ MAZDA	PGWEL-4GM00959995
3	110467	BOLERO CAMPER - MP-17-G-0241	61L45320	GA61L41062
4	110468	HERO HONDA BIKE MP-17-MA-8132		
5	110471	CAMPER -MP-17G-0298	43990	24343
6	110472	HERO HONDA BIKE -MP-17-MB-6898		
7	110473	BOLERO MP-17-CA-1362	72K49238	GF74K78658
8	110474	HERO HONDA BIKE -MP-17-MB-6975		
9	110475	HERO HONDA BIKE -MP-17-MC-4238		
10	110476	Medical Mobile Van, V NO-MP17-DA -0105	SA1212TC/42TATA	424112 CSZ207718
11	110477	HERO HONDA BIKE -MP-17-MC -4583		
12	110479	HERO HONDA CD DELUXE MP-17-MC-8308		
13	110481	BOLERO-MP-17-CA-1946	82F38195	GA84F40144
14	110483	ELGI MOBILE SERVICE VAN MP-17-G-0637		
15	110484	HERO HONDA CD DELUXE MP-17-MB-2459		
16	110496	HONDA CITY DL-12-C-1499	36102	28264
17	110497	TATA 709 VEH NO.MP17 G 0167 CH NO.386555 ATZ802484	0	38655 ATZ802484
18	110697	SPENDOR PLUS CAST MP-17-MD-6183		
19	110719	CD DELUXE CAST -MP-17-MD-0195		
20	110721	BOLERO CAMPER -MP17G-0594	91362	62249
21	110725	CD DELUXE CAST -MP-17MD-0193		
22	110739	MAHINDRA AUTO MP17-0423 CH NO-75B10861	A7A71836	75B10861
23	110740	MAHINDRA BOLERO MP17 BA-0151,CH NO- GA64E522399	NOT KNOWN	GA64E522399
24	110742	PASSION PLUS MP 17-MD -8986 (ESTATE OFFICE)		
25	110743	SEPENDOR PLUS MP-17MB 2485,(JK MISHRA CIVIL)		
26	110745	BOLERO MP-17-CA-4007 (DR K.B. GUPTA )	GFA4E22974	MAIXB2GF KA2E88644
27	111003	HERO HONDA		
28	111004	AMBULANCE	MAT460124 BUK06511	483DLTC55 KYY718421
29	111013	TATA 909 EXPLOSIVE VAN MP-53-GA-2597		
30	110997	BOLERO CAMPER MDI MP-17-G-0818		
31	110998	SCORPIO/LX/ 2ND MP-17-CA-3084		
<b>CPP 2 X 60 MW</b>				
32	0007	Tata 407 MP-17-G-0890	497SPTC35 TZY616839	M80357651 A8D16081



JAYPEE SIDHI CEMENT PLANT

MINING EQUIPMENTS IN THE BOOKS OF SIDHI & PHYSICALLY AVAILABLE AT OTHER UNITS - TO BE TRANSFERRED TO SIDHI BEFORE CLOSING

SI. No.	ASSET NO.	ASSETS	VEHICLE REG. NO.	MAKE/ MODEL	CHASIS NO./ MACHINE NO.	ENGINE NO.	YEAR OF MANUFACTURE	LOCATION
1	800311	Hydraulic Excavator	N.A.	Hyundai Rolex 200W-7	N60410756	B5-9C /26377711	2006	DALLA
2	800312	GROVE CRANE TERRAIN	N.A.	RT - 750E	N.A	N.A	2006	BARA

**SCHEDULE II**  
**TERMS OF THE NCDS**

**Face Value:** Rupees Five Lakh (Rs 5,00,000) per NCD

**Tenor:** Three (3) months from issuance

**Coupon:** Prevailing yield for a similar issuer and instrument (of same tenor and rating) arrived at on the basis of quotes available from select banks taken on the Business Day prior to the Closing Date.

**Coupon Payment:** On maturity

**SCHEDULE III**  
**TERMS OF THE RPSS**

**Face Value:** Rupees Ten (10) per RPS.

**Tenor:** Five (5) years from issuance.

**Dividend:** Ten (10) percent per annum.

**SCHEDULE IV**

**List of Bank Guarantees against disputes, not to be replaced by the Transferee**

**1. Bela Plant (Security Deposit paid against Excess CST paid on coal purchase)**

Sl.No.	BANK	B.G. NO.	DATE OF ISSUE / RENEWAL	BENEFICIARY	AMOUNT	VALID UPTO
1	SBI	0999614BG0001028	25.03.14	SOUTH EASTERN COALFIELDS LTD, BHATAON AREA, DISTT. SURAJPUR, CHATTISGARH	6,937,476	25.03.19
2	SBI	0999614BG0001029	25.03.14	SOUTH EASTERN COALFIELDS LTD, BAIKUNTHPUR-497335, DISTT. KOREA CHATTISGARH	16,889,040	25.03.19

**2. Bela Plant (Against Entry Tax dispute)**

Sl.No.	BANK	B.G. NO.	DATE OF ISSUE / RENEWAL	BENEFICIARY	AMOUNT	VALID UPTO
1	SBM	4041513BG0000167	21.09.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	5,300,000	31.12.15
2	J & K	0369FBGJALE62014	14.07.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,300,000	31.12.15
3	J & K	0369FBG14JALE12	25.08.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,300,000	31.12.15
4	OBC	04070008408	24.11.08	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
5	OBC	04070010708	18.12.08	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
6	OBC	04070001609	23.02.09	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
7	OBC	04070002709	23.03.09	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
8	OBC	04070002609	23.03.09	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,064,000	30.06.15
9	OBC	04070004209	15.05.09	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
10	OBC	04070006309	13.06.09	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15

Sl.No.	BANK	B.G. NO.	DATE OF ISSUE / RENEWAL	BENEFICIARY	AMOUNT	VALID UPTO
11	OBC	04070007109	17.07.09	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
12	OBC	04070007709	21.08.09	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	30.06.15
13	OBC	04070008309	15.09.09	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	30.06.15
14	OBC	04070009409	13.10.09	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	30.06.15
15	OBC	04070010709	18.11.09	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	30.06.15
16	OBC	04070011809	17.12.09	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	30.06.15
17	OBC	04070000310	16.01.10	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	30.06.15
18	OBC	04070000610	09.02.10	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
19	OBC	04070001310	15.03.10	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
20	OBC	04070001410	15.03.10	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,000,000	30.06.15
21	OBC	04070001710	08.04.10	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,000,000	30.06.15
22	OBC	04070003210	15.07.10	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,500,000	30.06.15
23	OBC	04070003910	20.08.10	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,000,000	30.06.15
24	OBC	04070004610	14.09.10	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,000,000	30.06.15
25	OBC	04070005510	19.10.10	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,000,000	31.03.15

Sl.No.	BANK	B.G. NO.	DATE OF ISSUE / RENEWAL	BENEFICIARY	AMOUNT	VALID UPTO
26	OBC	04070006010	22.11.10	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	31.03.15
27	OBC	04070006310	21.12.10	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	31.03.15
28	OBC	04070000211	13.01.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	31.03.15
29	OBC	04070000911	14.02.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	30.06.15
30	OBC	04070002411	23.03.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	30.06.15
31	OBC	04070003211	06.04.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,900,000	30.06.15
32	OBC	04070004011	06.05.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	400,000	30.06.15
33	OBC	04070004611	19.05.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	30.06.15
34	OBC	04070005911	15.06.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	30.06.15
35	OBC	04070006311	11.07.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	31.03.15
36	OBC	04070008611	21.09.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	31.03.15
37	OBC	04070008711	21.09.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	31.03.15
38	OBC	04070010011	17.10.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	31.03.15
39	OBC	04070010711	21.11.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	31.03.15
40	OBC	04070011211	13.12.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	31.03.15

Sl.No.	BANK	B.G. NO.	DATE OF ISSUE / RENEWAL	BENEFICIARY	AMOUNT	VALID UPTO
41	OBC	04070000412	17.01.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	31.03.15
42	OBC	04070002912	16.02.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
43	OBC	04070003712	15.03.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
44	OBC	04070004912	09.04.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,300,000	30.06.15
45	OBC	04070006012	16.05.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	500,000	30.06.15
46	OBC	04070006112	16.05.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,800,000	30.06.15
47	OBC	04070007312	15.06.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
48	OBC	04070008112	20.07.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
49	OBC	04070008912	17.08.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
50	OBC	04070009512	24.09.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
51	OBC	04070010112	17.10.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
52	OBC	04070010612	20.11.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
53	OBC	04070011112	12.12.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
54	OBC	04070000413	11.01.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
55	OBC	04070000713	13.02.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	5,300,000	30.06.15

Sl.No.	BANK	B.G. NO.	DATE OF ISSUE / RENEWAL	BENEFICIARY	AMOUNT	VALID UPTO
56	OBC	04070001313	13.03.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	5,300,000	30.06.15
57	OBC	04070001913	15.04.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,400,000	30.06.15
58	OBC	04070002213	15.04.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	900,000	30.06.15
59	OBC	04070002613	24.05.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	5,300,000	30.06.15
60	OBC	04070003513	22.06.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	5,300,000	31.12.15
61	OBC	04070004013	17.07.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	5,300,000	31.12.15
62	OBC	04070004913	20.08.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	5,300,000	31.12.15
63	SBM	4041513BG0000188	21.10.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,800,000	31.12.15
64	SBM	4041513BG0000207	30.11.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,800,000	31.12.15
65	SBM	4041514BG0000009	08.01.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,800,000	31.12.15
66	SBM	4041514BG0000016	17.01.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,800,000	31.12.15
67	SBM	4041514BG0000044	19.02.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,300,000	30.06.15
68	SBM	4041514BG0000057	18.03.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,000,000	30.06.15
69	SBM	4041514BG0000080	17.04.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,800,000	30.06.15
70	SBM	4041514BG0000092	08.05.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	500,000	30.06.15



Sl.No.	BANK	B.G. NO.	DATE OF ISSUE / RENEWAL	BENEFICIARY	AMOUNT	VALID UPTO
71	SBM	4041514BG0000103	27.05.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,300,000	30.06.15
72	SBM	4041514BG0000115	20.06.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,300,000	30.06.15
73	SBH	2027810BG0000084	21.05.10	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,500,000	30.06.15
74	SBH	2027810BG0000106	11.06.10	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,500,000	30.06.15
75	SBM	4041514BG0000178	16.09.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	6,000,000	31.03.16
76	SBM	4041514BG0000220	13.11.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	6,000,000	31.03.16
77	SBM	4041514BG0000225	17.11.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	6,000,000	31.03.16
78	SBM	4041514BG0000229	25.11.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	6,000,000	31.03.16
79	UBI, REWA	37300IGL0000808	11.10.08	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,268,000	30.06.15
80	UBI, REWA	37300IGL0001008	25.10.08	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,008,574	30.06.15
81	UBI, REWA	37300IGL0000309	28.01.09	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	1,016,422	27.07.15

### 3. Sidhi Plant (Against Entry Tax dispute)

Sl.No.	BANK	B.G. NO.	DATE OF ISSUE / RENEWAL	BENEFICIARY	AMOUNT	VALID UPTO
1	OBC	04070006312	16.05.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	1,422,637	30.06.15
2	J & K	0369FBGJALE72014	14.07.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,183,420	31.12.15
3	J & K	0369FBG14JALE14	25.08.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,189,017	31.12.15

Sl.No.	BANK	B.G. NO.	DATE OF ISSUE / RENEWAL	BENEFICIARY	AMOUNT	VALID UPTO
4	OBC	04070000811	14.02.11	THE PRESIDENT OF INDIA, CTO, REWA ( M.P.) - FOR SIDHI PLANT	1,644,332	30.06.15
5	OBC	04070003111	06.04.11	THE PRESIDENT OF INDIA, CTO, REWA ( M.P.) - FOR SIDHI PLANT	1,295,371	30.06.15
6	OBC	04070003411	09.04.11	THE PRESIDENT OF INDIA, CTO, REWA ( M.P.) - FOR SIDHI PLANT FOR FEB.11	1,718,833	30.06.15
7	OBC	04070003911	06.05.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	477,909	30.06.15
8	OBC	04070004411	19.05.11	THE PRESIDENT OF INDIA, CTO, REWA ( M.P.) - FOR SIDHI PLANT	1,547,446	30.06.15
9	OBC	04070006011	15.06.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	1,295,309	30.06.15
10	OBC	04070006411	11.07.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	1,306,174	31.03.15
11	OBC	04070008811	21.09.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	1,596,421	31.03.15
12	OBC	04070008911	21.09.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	631,418	31.03.15
13	OBC	04070010111	17.10.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	1,012,703	31.03.15
14	OBC	04070010811	21.11.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	1,320,338	31.03.15
15	OBC	04070011311	13.12.11	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	1,203,771	31.03.15
16	OBC	04070000312	17.01.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	1,275,762	31.03.15
17	OBC	04070003012	16.02.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	1,330,271	30.06.15
18	OBC	04070003612	15.03.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	1,423,784	30.06.15
19	OBC	04070005012	09.04.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	1,400,000	30.06.15
20	OBC	04070006212	16.05.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	106,945	30.06.15

Sl.No.	BANK	B.G. NO.	DATE OF ISSUE / RENEWAL	BENEFICIARY	AMOUNT	VALID UPTO
21	OBC	04070007512	15.06.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,023,156	30.06.15
22	OBC	04070008212	20.07.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	1,911,890	30.06.15
23	OBC	04070008712	17.08.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,377,501	30.06.15
24	OBC	04070009412	24.09.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,294,398	30.06.15
25	OBC	04070010212	17.10.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,314,460	30.06.15
26	OBC	04070010812	20.11.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,937,421	30.06.15
27	OBC	04070011012	12.12.12	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,652,400	30.06.15
28	OBC	04070000313	11.01.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,691,403	30.06.15
29	OBC	04070000813	13.02.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,263,052	30.06.15
30	OBC	04070001213	13.03.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,601,000	30.06.15
31	OBC	04070002013	15.04.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,474,213	30.06.15
32	OBC	04070002313	15.04.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	791,061	30.06.15
33	OBC	04070002813	24.05.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,613,048	30.06.15
34	OBC	04070003313	22.06.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,759,176	31.12.15
35	OBC	04070003913	17.07.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,967,715	31.12.15
36	OBC	04070004713	20.08.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,779,486	31.12.15

Sl.No.	BANK	B.G. NO.	DATE OF ISSUE / RENEWAL	BENEFICIARY	AMOUNT	VALID UPTO
37	SBM	4041513BG0000169	21.09.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,737,331	31.12.15
38	SBM	4041513BG0000187	21.10.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,458,280	31.12.15
39	SBM	4041513BG0000206	30.11.13	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,006,606	31.12.15
40	SBM	4041514BG0000010	08.01.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,863,943	31.12.15
41	SBM	4041514BG0000018	17.01.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,965,703	31.12.15
42	SBM	4041514BG0000043	19.02.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,968,301	30.06.15
43	SBM	4041514BG0000058	18.03.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,862,976	30.06.15
44	SBM	4041514BG0000079	17.04.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	5,000,000	30.06.15
45	SBM	4041514BG0000093	08.05.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	1,182,689	30.06.15
46	SBM	4041514BG0000104	27.05.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,492,708	30.06.15
47	SBM	4041514BG0000116	27.05.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	4,042,229	30.06.15
48	SBM	4041514BG0000177	16.09.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,563,763	31.03.16
49	SBM	4041514BG0000218	13.11.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,728,143	31.03.16
50	SBM	4041514BG0000226	17.11.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	2,668,946	31.03.16
51	SBM	4041514BG0000230	25.11.14	THE PRESIDENT OF INDIA, COMMERCIAL TAX OFFICER, REWA ( M.P.)	3,500,000	31.03.16

**SCHEDULE V**

**LIST OF BANK GUARANTEES, TO BE REPLACED BY THE TRANSFEREE**

**A. Bela Plant**

Sl. No.	BANK	B.G. NO.	DATE ISSUE/ RENEWAL	BENEFICIARY	AMOUNT	VALID UPTO	PURPOSE OF OF BG
1.	SBH	2027813BG0000136	09.11.13	COAL INDIA LTD. , / SOUTH EASTERN CLALFIELDS LTD. KOLKATA <b>FSA JBP</b>	35,000,000	31.03.15	FSA for coal supplies
2.	UBI	37300IGL0001811	09.04.11	The Regional Controller of Mines, IBM, JABALPUR	476,475	31.03.16	Statutory requirement as per the provisions of MCDR 1988 for approved mine closure / progressive mine closure plan of 249.139 Hect Jaypee Limesote Mines
3.	UBI	37300IGL0001911	18.04.11	The Regional Controller of Mines, IBM, JABALPUR	2,637,500	31.03.16	Statutory requirement as per the provisions of MCDR 1988 for approved approved mine closure / progressive mine closure plan of 249.139 Hect Jaypee Limesote Mines
4.	UBI	37300IGL0000814	24.05.14	The Regional Controller of Mines, IBM, JABALPUR	1,664,250	31.03.19	Statutory requirement as per the provisions of MCDR 1988 for approved approved mine closure / progressive mine closure plan of 200.554 Hect Jaypee Limesote Mines
5.	UBI	37300IGL0000914	24.05.14	The Regional Controller of Mines, IBM, JABALPUR	1,356,200	31.03.19	Statutory requirement as per the provisions of MCDR 1988 for approved approved mine closure / progressive mine closure plan of 70.127 Hect Jaypee Limesote Mines
6.	UBI	37300IGL0001214	28.07.14	The Regional Controller of Mines, IBM, JABALPUR	1,625,000	31.03.19	Statutory requirement as per the provisions of MCDR 1988 for approved approved mine closure / progressive mine closure plan of 200.554 Hect Jaypee Limesote Mines

**B. Sidhi Plant**

SI. No.	BANK	B.G. NO.	DATE ISSUE/ RENEWAL	BENEFICIARY	AMOUNT	VALID UPTO	PURPOSE OF OF BG
1.	SBM	4027808BG0000038	12.05.08	COAL INDIA LTD. , SECL. , KOLKATA ( JPSIDHI CEMENT PLANT )	14,535,000	31.05.15	FSA for coal supplies
2.	SBM	4074710BG0000025	22.02.10	COAL INDIA LTD/ NORTHERN COALFIELDS LTD. , KOLKATA ( SIDHI FSA)	18,000,000	15.10.15	FSA for coal supplies
3.	SBH	2027810BG0000142	06.09.10	THE REGIONAL CONTT. OF MINES, INDIA BUREAU OF MINES, JABALPUR	995,000	05.09.15	statutory requirement as per provision of rule 23 A & B of MCDR 1988, i.e approved Mine Closer Plan / Progressive Mine Clouser Plan for Argat
4.	SBH	2027814BG0000073	15.07.14	THE REGIONAL CONROLLER OF MINES, INDIA BUREAU OF MINES, JABALPUR	4,748,750	31.03.19	statutory requirement as per provision of rule 23 A & B of MCDR 1988, i.e approved Mine Closer Plan / Progressive Mine Clouser Plan for Majhgawan (Rev)
5.	SBH	2027814BG0000074	15.07.14	THE REGIONAL CONROLLER OF MINES, INDIA BUREAU OF MINES, JABALPUR	1,258,500	31.03.19	statutory requirement as per provision of rule 23 A & B of MCDR 1988, i.e approved Mine Closer Plan / Progressive Mine Clouser Plan for Hinauti (Rev)
6.	UBI	37300IGL0000612	25.04.2012	The Regional Controller of Mines, IBM, JABALPUR	363,250	24.04.17	statutory requirement as per provision of rule 23 A & B of MCDR 1988, i.e approved Mine Closer Plan / Progressive Mine Clouser Plan for Budgawna (Rev.)
7.	UBI	37300IGL0000913	12.04.2013	The Regional Controller of Mines, IBM, JABALPUR	343,750	31.03.18	statutory requirement as per provision of rule 23 A & B of MCDR 1988, i.e approved Mine Closer Plan / Progressive Mine Clouser Plan for Budgawna (Extn)
8	UBI	37300IGL0001013	12.04.2013	The Regional Controller of Mines, IBM, JABALPUR	368,750	31.03.18	statutory requirement as per provision of rule 23 A & B of MCDR 1988, i.e approved Mine Closer Plan / Progressive Mine Clouser Plan for Majhgwan (Extn.)

SI. No.	BANK	B.G. NO.	DATE ISSUE/ RENEWAL	BENEFICIARY	AMOUNT	VALID UPTO	PURPOSE OF OF BG
9	UBI	37300IGL0001314	17.10.2014	The Regional Controller of Mines, IBM, JABALPUR	153,500	31.03.19	Statutory requirement as per provision of rule 23 A B & E of MCDR 1988, i.e approved Mine Closer Plan / Progressive Mine Clouser Plan of Hinauti (Rev.)

*Note:* The Transferor acknowledges that the above bank guarantees shall be replaced by the Transferee only if it is satisfied, prior to the Closing Date, that such bank guarantees were given by the Transferor in the ordinary course of business in relation to only Bela and Sidhi plants and not against any disputed liability.

## SCHEDULE VI

### EXCLUDED EMPLOYEES

SI.No.	Plant	Name	Designation	Department
<b>Category - 1 (to return to the Transferor Company after 3 months of Closing)</b>				
1	JBP	Praveen Kumar Sonakiya	Dy General Manager	Mines
2	JSCP	Upendra Mishra	Sr President	Unit Head
3	JSCP	HariBabu Sharma	Sr Vice President	Civil
4	JSCP	Bhuban Chandra Mandal	Sr Manager	Captive Power Plant

<b>Category - 2 (to return the Transferor Company after 6 months of Closing)</b>				
1	JBP	Arun Agnihotri	Sr General Manager	Mechanical
2	JBP	Sanjay Kumar Jaiswal	General Manager	Production
3	JBP	Akhilesh Kumar Srivastava	Sr Manager	Electrical
4	JBP	Syed ShariqHussain	Manager-II	F&A
5	JSCP	Shailesh C Srivastava	Sr Vice President	Mechanical
6	JSCP	Arvind Kumar Saxena	Sr Manager	Captive Power Plant



DCS/AMAL/PS/24(f)/334/2014-15

March 17, 2015

The Company Secretary  
**Ultratech Cement Limited**  
Ahura Centre B Wing, 2nd Floor  
Mahakali Caves Road Andheri East,  
Mumbai ,Maharashtra - 400093

**Sub: Observation letter regarding the Scheme of Arrangement between Jaiprakash Associates Limited and Ultratech Cement Limited.**

We are in receipt of Scheme of Arrangement involving de-merger of part of cement business of Jaiprakash Associates Ltd & vesting into the company pursuant to section 391 to 394 of the Companies Act, 1956

As required under SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013 & SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013; SEBI vide its letter March 17, 2015 has inter alia given the following comment(s) on the draft scheme of arrangement:

- ***Company shall duly comply with various provisions of the Circulars."***

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

- To duly comply with various provisions of the circulars.

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

Further, pursuant to the above SEBI circulars, upon sanction of the Scheme by the Hon'ble High Court, the listed company shall submit to the stock exchange the following:

- a. Copy of the High Court approved Scheme;
- b. Result of voting by shareholders for approving the Scheme;
- c. Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme;
- d. Copy of the observation letter issued by all the Stock Exchanges where Company is listed.
- e. Status of compliance with the Observation Letter/s of the stock exchanges;
- f. The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable;
- g. Complaints Report as per Annexure II of this Circular.
- h. Any other document/disclosure as informed by the Exchange.

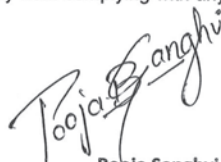
The Exchange reserves its right to withdraw its 'No adverse observation' at any stage if the information submitted to the Exchange is found to be incomplete / incorrect / misleading / false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/Regulations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

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

Yours faithfully,



**Nitin Pujari**  
Manager



**Pooja Sanghvi**  
Asst. Manager



Ref: NSE/LIST/18576

March 17, 2015

The Company Secretary  
UltraTech Cement Limited  
B-Wing, Ahura Centre,  
2nd floor, Mahakali Caves Road,  
Andheri (East), Mumbai – 400093.

**Kind Attn.: Mr. S. K. Chatterjee**

Dear Sir,

**Sub: Observation letter for draft Scheme of Arrangement between UltraTech Cement Limited and Jaiprakash Associates Limited and their respective shareholders and creditors.**

This has reference to draft Scheme of Arrangement between UltraTech Cement Limited and Jaiprakash Associates Limited and their respective shareholders and creditors submitted to NSE vide your letter dated January 28, 2015.

Based on our letter reference no Ref: NSE/LIST/16025 submitted to SEBI and pursuant to SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013 and SEBI Circular no. CIR/CFD/DIL/8/2013 dated May 21, 2013, SEBI has vide letter dated March 17, 2015, has given following comments on the draft Scheme of Arrangement:

*“The Company shall duly comply with various provisions of the Circulars.”*

We hereby convey our ‘No-objection’ with limited reference to those matters having a bearing on listing/delisting/ continuous listing requirements within the provisions of the Listing Agreement, so as to enable the Companies to file the Scheme with Hon’ble High Court.

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

The validity of this “Observation Letter” shall be six months from March 17, 2015, within which the Scheme shall be submitted to the Hon’ble High Court. Further pursuant to the above cited SEBI circulars upon sanction of the Scheme by the Hon’ble High Court, you shall submit to NSE the following:

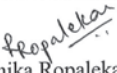
- a. Copy of Scheme as approved by the High Court;
- b. Result of voting by shareholders for approving the Scheme;
- c. Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme;

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- d. Status of compliance with the Observation Letter/s of the stock exchanges
- e. The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
- f. Complaints Report as per Annexure II of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013.

Yours faithfully,  
For National Stock Exchange of India Limited

  
Radhika Ropalekar  
Manager

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

## Complaints Report

for the period from 31<sup>st</sup> January, 2015 to 20<sup>th</sup> February, 2015


### Part A

Sr. No.	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by Stock exchanges	Nil
3.	Total Number of complaints/comments received (1+2)	Nil
4.	Number of complaints resolved	Nil
5.	Number of complaints pending	Nil

### Part B

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

For UltraTech Cement Limited



S. K. Chatterjee  
Company Secretary

Place: Mumbai

Date: 21<sup>st</sup> February, 2015



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
COMPANY SUMMONS FOR DIRECTION NO. 296 OF 2015**

In the matter of the Companies Act, 1956 or any re-enactment thereof;

- And -

In the matter of Application under Sections 391 to 394, of the Companies Act, 1956 or any re-enactment thereof;

- And -

In the matter of UltraTech Cement Limited (CIN: L26940MH2000PLC128420), a company incorporated under the Companies Act, 1956 having its registered office at 2<sup>nd</sup> Floor, Ahura Centre, B-Wing, Mahakali Caves Road, Andheri (East), Mumbai – 400 093;

- And -

In the matter of Scheme of Arrangement between UltraTech Cement Limited and Jaiprakash Associates Limited and their respective shareholders and creditors.

UltraTech Cement Limited (CIN: L26940MH2000 )  
PLC128420), a company incorporated under the )  
Companies Act, 1956, having its registered office at )  
2<sup>nd</sup> Floor, Ahura Centre, B-Wing, Mahakali Caves Road, )  
Andheri (East), Mumbai – 400 093

..... Applicant Company

**FORM OF PROXY**

I/We, the undersigned Unsecured Creditor(s) of UltraTech Cement Limited, hereby appoint Mr./ Ms. \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_ and failing him/her

\_\_\_\_\_ as my/our proxy, to act for me/us at the meeting of the Unsecured Creditors to be held at Ravindra Natya Mandir, P. L. Deshpande Maharashtra Kala Academy, Near Siddhivinayak Temple, Sayani Road, Prabhadevi, Mumbai – 400 025 on Monday, the 8<sup>th</sup> day of June, 2015 at 3:00 p.m. (1500 hours) or so soon thereafter after the conclusion of the meeting of the Secured Creditors (including debentureholders) of the Applicant Company, for the purpose of considering and, if thought fit, approving, with or without modification(s), the proposed arrangement embodied in the Scheme of Arrangement between UltraTech Cement Limited and Jaiprakash Associates Limited and their respective shareholders and creditors and at such meeting, and any adjournment / adjournments thereof, to vote, for me/us and in my/ our name(s) \_\_\_\_\_ (herein, if 'for' insert '**FOR**', if 'against' insert '**AGAINST**' and in the latter case strike out the words below after the word "Arrangement") the said arrangement embodied in the Scheme of Arrangement, *either with or without modifications\**, as my/our proxy may approve.

*\*Strike out what is not necessary.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_



Signature across the stamp

Signatures of Unsecured Creditor(s) \_\_\_\_\_

Signature of Proxy \_\_\_\_\_

**Notes:**

- (1) Please affix revenue stamp before putting Signature.
- (2) All alterations made in the form of proxy should be initialed.
- (3) The Proxy must be deposited at the Registered Office of the Applicant Company at 2<sup>nd</sup> Floor, Ahura Centre, B-Wing, Mahakali Caves Road, Andheri (E), Mumbai - 400 093 at least 48 (forty-eight) hours before the scheduled time of the commencement of the Court Convened meeting.
- (4) In case of multiple proxies, the proxy later in time shall be accepted.

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## UltraTech Cement Limited

**Regd. Office:** 2<sup>nd</sup> Floor, Ahura Centre, B-Wing, Mahakali Caves Road, Andheri(E), Mumbai - 400 093  
Tel: 022 66917800 Fax: 022 66928109 • Website: www.ultratechcement.com • CIN: L26940MH2000PLC128420

### ATTENDANCE SLIP

#### **COURT CONVENED MEETING OF UNSECURED CREDITORS ON MONDAY, 8<sup>TH</sup> JUNE, 2015**

#### **PLEASE COMPLETE THIS ATTENDANCE SLIP AND HAND IT OVER AT THE ENTRANCE OF THE MEETING HALL**

I/We hereby record my/our presence at the meeting of the Unsecured Creditors of UltraTech Cement Limited, convened pursuant to the Order dated 18<sup>th</sup> day of April, 2015 of the Hon'ble High Court of Judicature at Bombay at Ravindra Natya Mandir, P. L. Deshpande Maharashtra Kala Academy, Near Siddhivinayak Temple, Sayani Road, Prabhadevi, Mumbai – 400 025 on Monday, the 8<sup>th</sup> day of June, 2015 at 3:00 p.m. (1500 hours) or so soon thereafter after the conclusion of the meeting of the Secured Creditors (including debentureholders) of the Applicant Company.

Name and address of  
Unsecured Creditor/  
Proxy Holder/  
Authorised Representative

**(IN BLOCK LETTERS)**

: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature

: \_\_\_\_\_

**NOTE:** Unsecured Creditor(s) attending the meeting in person or by proxy or through authorised representative are requested to complete and bring the Attendance Slip and hand it over at the entrance of the meeting hall.

