

**COMPOSITE SCHEME OF ARRANGEMENT**

**BETWEEN**

**KESORAM INDUSTRIES LIMITED**

**AND**

**ULTRATECH CEMENT LIMITED**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

**UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT,  
2013**



#### A. BACKGROUND OF THE COMPANIES

- (i) Kesoram Industries limited is a company incorporated under the provisions of the Indian Companies Act, 1913 (hereinafter referred to as the "**Demerged Company**"). The Demerged Company is, *inter alia*, engaged, directly or indirectly through its subsidiaries, in the businesses of manufacture and sale of grey cement, rayon, transparent paper and chemicals. The equity shares of the Demerged Company are listed on BSE Limited, the National Stock Exchange of India Limited and the Calcutta Stock Exchange Limited. The non-convertible debentures of the Demerged Company are listed on BSE Limited. The global depository receipts of the Demerged Company are listed on Luxembourg Stock Exchange.
- (ii) UltraTech Cement Limited is a company incorporated under the provisions of the Companies Act, 1956 (hereinafter referred to as the "**Resulting Company**"). The Resulting Company is, *inter alia*, engaged in the business of manufacture and sale of various grades and types of cement, ready mix concrete and other building solutions related products. The equity shares of the Resulting Company are listed on BSE Limited and the National Stock Exchange of India Limited. The non-convertible debentures and commercial papers of the Resulting Company are listed on the National Stock Exchange of India Limited. The global depository receipts of the Resulting Company are listed on Luxembourg Stock Exchange and the sustainability linked bonds of the Resulting Company are listed on the Singapore Exchange Securities Trading Limited.

#### B. RATIONALE OF THE SCHEME

The transfer of the Demerged Undertaking from the Demerged Company to the Resulting Company pursuant to this Scheme would, *inter alia*, result in the following benefits for the Demerged Company and the Resulting Company:

- (A) in case of the Demerged Company:
  - (i) unlocking the value of the Cement Business for the shareholders of the Demerged Company;
  - (ii) assisting in the de-leveraging of its balance sheet including reduction of debt and outflow of interest as well as creation of value for its shareholders; and
  - (iii) focusing on core business areas such as rayon, transparent paper and chemicals.
- (B) in case of the Resulting Company:
  - (i) expansion in markets where the Resulting Company has no physical presence;
  - (ii) creating value for shareholders by acquiring ready to use assets which shall create operational efficiencies and reduce time to markets vis-à-vis greenfield projects which are time consuming on account of acquisition of land and limestone mining leases;
  - (iii) good fit for serving existing markets and catering to additional cement volume requirements in new markets;
  - (iv) the transaction will provide the Resulting Company the opportunity to extend its footprint in the highly fragmented, competitive and fast growing Western and Southern markets in the country;



- (v) it will help enhance the Resulting Company's geographic reach in Southern markets; and
- (vi) synergies in manufacture and distribution process and logistics alignment leading to economies of scale and creation of efficiency by reducing time to market and benefiting customers.

The Scheme is in the best interests of the shareholders, employees and the creditors of each of the Demerged Company and the Resulting Company.

#### C. OVERVIEW AND OPERATION OF THE SCHEME

The composite scheme of arrangement between the Demerged Company and the Resulting Company and their respective shareholders and creditors ("**Scheme**") is presented under Sections 230 to 232 and other applicable provisions of the Act (*as defined hereinafter*) read with Section 2(19AA) and other applicable provisions of Income Tax Act (*as defined hereinafter*).

This Scheme provides for:

- (i) the demerger of the Demerged Undertaking (*as defined hereinafter*) from the Demerged Company and its transfer to and vesting into the Resulting Company on a going concern basis, and issue of shares by the Resulting Company to the shareholders of the Demerged Company; and
- (ii) reduction and cancellation of the Preference Share Capital of the Demerged Company (*as defined hereinafter*).

This Scheme complies with definition of "demerger" as per Sections 2(19AA), 2(19AAA), 2(41A), 47, 72A and other provisions of the Income Tax Act. If any terms are found to be or interpreted to be inconsistent with provisions of Income Tax Act, the Parties (*as defined hereinafter*) shall negotiate in good faith to be in compliance with such provisions.

#### D. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

- (i) **PART I** deals with the definitions, share capital of the Parties, date of taking effect and implementation of this Scheme;
- (ii) **PART II** deals with the transfer and vesting of the Demerged Undertaking from the Demerged Company as a going concern into the Resulting Company, in compliance with Section 2(19AA) of Income Tax Act, and the consideration thereof;
- (iii) **PART III** deals with the reduction and cancellation of the Preference Share Capital of the Demerged Company; and
- (iv) **PART IV** deals with the general terms and conditions applicable to this Scheme.



## PART I

### DEFINITIONS AND SHARE CAPITAL

#### 1. DEFINITIONS

- 1.1 In this Scheme, unless inconsistent with the subject or context thereof, (a) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; (b) subject to (c) below, all terms and words not defined in this Scheme shall have the same meaning ascribed to them under any definitive agreements executed between the Parties in relation to this Scheme and other Applicable Law, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time; and (c) the following expressions shall have the following meanings:

**“Act”** means the Companies Act, 2013 and any rules, regulations, circulars or notification or guidelines issued thereunder and shall include any statutory modifications or re-enactment thereof;

**“Appointed Date”** means the opening business hours of 1 April 2024 or such other date as may be mutually agreed by the respective Board of the Parties, subject to receipt of regulatory approvals from the CCI or any other Appropriate Authority;

**“Applicable Law”** or **“Law”** means any applicable national, foreign, provincial, local or other law including all applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, tribunal having jurisdiction over the Parties; (b) Permits; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Parties as may be in force from time to time;

**“Appropriate Authority”** means:

- (a) the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, tribunal, central bank, commission or other authority thereof;
- (b) any public international organisation or supranational body and its institutions, departments, agencies and instrumentalities;
- (c) any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing, exporting or other governmental or quasi-governmental authority; and
- (d) any Stock Exchange;

**“Board”** in relation to the Demerged Company and the Resulting Company, as the case may be, means the board of directors of such company, and shall include a committee of directors or any person authorized by the board of directors or such committee of directors duly constituted and authorized for the purposes of matters pertaining to this Scheme or any other



matter relating thereto;

"BSE" means the BSE Limited;

"Cement Business" means the business of manufacture, production, sale and distribution of grey cement of the Demerged Company;

"CCI" means the Competition Commission of India established under Competition Act, 2002;

"CSE" means the Calcutta Stock Exchange Limited;

"Demerged Company" means Kesoram Industries limited, a public company incorporated under the provisions of the Indian Companies Act, 1913, having its registered office at 8<sup>th</sup> Floor, Birla Building, 9/1 R N Mukherjee Road, Kolkata 700 001 and Corporate Identification Number L17119WB1919PLC003429;

"Demerged Company GDRs" means global depository receipts of the Demerged Company issued by the GDR Depository pursuant to the Issue of Foreign Currency Convertible Bonds and Ordinary Shares (Through Depository Receipt Mechanism) Scheme, 1993 (including any statutory modifications, re-enactment or amendments thereof for the time being in force) and other Applicable Law;

"Demerged Undertaking" means all of the Cement Business division and ancillary and support services together with all business units, undertakings, assets, properties, investments (direct and indirect), branches (direct and indirect), marketing/dealer network, and liabilities of whatsoever nature and kind, and wherever situated, of the Demerged Company, in relation to and pertaining to the Cement Business division and shall include without limitation:

- (a) all assets and liabilities of the Demerged Company pertaining to the business of manufacture, production, sale and distribution of grey cement;
- (b) without prejudice to the generality of the provisions of paragraph (a) above, the Demerged Undertaking shall include:
  - (i) all properties and assets, whether moveable or immovable, including all rights (whether freehold, leasehold or license), title, interest, cash and bank balances, bills of exchange, covenant and undertakings of the Cement Business division in respect of such properties and assets;
  - (ii) all assets of the Demerged Company whether movable or immovable (including as more particularly set out in Schedule 1 hereto), real or personal, corporeal or incorporeal, leasehold or otherwise, present, future, contingent, tangible or intangible] pertaining to the business of manufacture, production, sale and distribution of grey cement including but not limited to any captive power generating plant and railway siding arrangement related with the Cement Business division, plant and machinery, capital work in progress, furniture, fixtures, office equipment, appliances, accessories, vehicles, all stocks, sundry debtors, deposits, bank accounts, public deposits, tax deposits, amounts deposited with or or receivables from the Appropriate Authority towards legal proceedings, provisions, advances, receivables, accumulated losses and unabsorbed depreciation as per books as well as per Income Tax Act, including losses under the head 'capital gains', funds, leases, mining leases, licences, tenancy rights, mining rights, premises, hire purchase and



lease arrangements including mining leases, benefits of agreements/court orders and judgments, contracts, mining leases, mining plans, environmental clearance, and arrangements, powers, authorities, industrial and other licences including prospecting licences, industrial licences, explosive licences, etc., registrations, quotas, third-party permits, Permits, allotments, third party approvals, statutory approvals, consents, privileges, liberties, advantages, easements and all the rights, title, interests, goodwill, benefits, accrued and unpaid incentives, fiscal incentives including income tax benefits and exemption including the right to deduction under Section 80-IA of the Income Tax Act in respect of the profits of the undertaking for the residual period (i.e. the period remaining as on the Appointed Date out of the total period for which deduction is available under Applicable Law if the demerger pursuant to this Scheme had not taken place), entitlement and advantages, contingent rights or benefits belonging to or in the ownership, power, possession or the control of or vested in or granted in favor of or held for the benefit of or enjoyed by the Demerged Company with respect to the Cement Business division;

- (iii) all coal linkages, fly ash arrangements, captive power plants, DG sets, logistics, marketing, warehousing, selling and distribution networks (offices, depots, godowns, guest houses and other related facilities), railway siding, high tension line and any other asset pertaining to the Cement Business division; and
  - (iv) all debts, borrowings, debentures (as set out in **Schedule 2** hereto), duties, obligations and liabilities, including contingent liabilities, whether present or future, whether secured or unsecured, pertaining to the Cement Business division for its transfer as a going concern to the Resulting Company.
- (c) all intellectual property rights of the Demerged Company, whether registered or not including pending applications, pertaining to its Cement Business division including brands, patents, trademarks and copyrights more particularly set out in **Schedule 3** hereto;
  - (d) all books, records, files, papers, engineering and process information, computer programs, software licenses (whether proprietary or otherwise), drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Cement Business division;
  - (e) entire experience, credentials, past record and market share of the Demerged Company pertaining to the Cement Business division;
  - (f) all employees (including employees engaged in marketing) of the Demerged Company engaged in the Cement Business division; and
  - (g) all earnest monies, security deposits, or other entitlements, if any, in connection with or relating to the Cement Business division.

Any question that may arise as to whether a specific asset (tangible or intangible), employee or liability pertains or does not pertain to the Demerged Undertaking, shall be mutually



decided by the Boards of the Demerged Company and the Resulting Company;

**"Effective Date"** means the opening hours of the first day of the month immediately succeeding the month in which last of the conditions specified in Clause 21 of this Scheme are complied with or otherwise duly waived. Reference in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" or "upon the Scheme becoming effective" shall mean the Effective Date;

**"Encumbrance"** means (i) any charge, lien (statutory or other), or mortgage, any easement, encroachment, right of way, right of first refusal or other encumbrance or security interest securing any obligation of any person; (ii) pre-emption right, option, right to acquire, right to set off or other third party right or claim of any kind, including any restriction on use, voting, transfer, receipt of income or exercise; or (iii) any hypothecation, title retention, restriction, power of sale or other type of preferential arrangements; or (iv) any agreement to create any of the above; the term **"Encumber"** shall be construed accordingly;

**"GDRs"** means the global depository receipts;

**"GDR Depository"** means Deutsche Bank Trust Company Americas, the depository of the Demerged Company for Demerged Company GDRs;

**"Income Tax Act"** means the Income-tax Act, 1961;

**"INR"** means Indian Rupee, the lawful currency of the Republic of India;

**"NSE"** means the National Stock Exchange of India Limited;

**"Parties"** means collectively the Demerged Company and the Resulting Company and **"Party"** shall mean each of them, individually;

**"Permits"** means all consents, licences, permits, certificates, permissions, authorisations, rights, clarifications, approvals, clearances, confirmations, declarations, waivers, exemptions, registrations, filings, whether governmental, statutory or regulatory as required under Applicable Law;

**"Person"** means an individual, a partnership, a corporation, a limited liability partnership, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or an Appropriate Authority;

**"Preference Share Capital of the Demerged Company"** means the entire issued, subscribed and paid up share capital of the Demerged Company, except for equity share capital of the Demerged Company, as on the Effective Date;

**"Record Date"** means the date which may be fixed by the Board of the Demerged Company for the purpose of determining the equity shareholders of the Demerged Company for the issuance of the New Equity Shares of the Resulting Company pursuant to this Scheme;

**"Remaining Business"** means all the business, units, divisions, undertakings and assets and liabilities of the Demerged Company pertaining to the manufacture and sale of rayon, transparent paper and chemicals, specifically including (i) investment in Cygnet Industries Limited and Gondkhari Coal Mining Limited; (ii) injepalli mine 2; and (iii) any security/ guarantee provided by the Demerged Company on account of loan/ borrowing taken by a subsidiary of the Demerged Company, and shall exclude the Demerged Undertaking;



**“Resulting Company”** means UltraTech Cement Limited, a public company, limited by shares, incorporated under the provisions of the Companies Act, 1956, having its registered office at B-Wing, Ahura Centre, 2<sup>nd</sup> Floor, Mahakali Caves Road, Andheri East, Mumbai – 400093 and Corporate Identification Number L26940MH2000PLC128420;

**“RoC”** means the jurisdictional Registrar of Companies;

**“Scheme”** means this composite scheme of arrangement as modified from time to time;

**“SEBI”** means the Securities and Exchange Board of India, constituted under the Securities and Exchange Board of India Act, 1992;

**“SEBI Circular”** means the circular issued by the SEBI pursuant to regulations 11, 37, 59A, 94 and 94A of the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015 including any amendments or modifications thereof;

**“SEBI LODR Regulations”** means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time;

**“Stock Exchanges”** means BSE, NSE, CSE, as the case may be;

**“Taxation” or “Tax” or “Taxes”** means all forms of taxes and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies and whether levied by reference to income, profits, book profits, gains, net wealth, asset values, turnover, added value, pre-deposits, goods and services or otherwise and shall further include payments in respect of or on account of Tax, whether by way of deduction at source, collection at source, advance tax, minimum alternate tax, goods and services tax or otherwise or attributable directly or primarily to the Resulting Company or the Demerged Company or any other Person and all penalties, charges, costs and interest relating thereto;

**“Tax Laws”** means all Applicable Laws, acts, rules and regulations dealing with Taxes including but not limited to the income-tax, central sales tax, entry tax, wealth tax, sales tax / value added tax, service tax, goods and services tax, (central goods and services tax, integrated goods and services tax, union territory goods and services tax, respective state goods and services taxes, GST compensation cess), excise duty, customs duty or any other levy of similar nature; and

**“Tribunal”** means the the jurisdictional benches of the National Company Law Tribunal having jurisdiction over the Parties.

1.2 In this Scheme, unless the context otherwise requires:

1.2.1 reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;

1.2.2 words denoting the singular shall include the plural and words denoting any gender shall include all genders;

1.2.3 headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Scheme and shall be ignored in construing the same;





- 1.2.4 reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- 1.2.5 in the event that the Parties enter into any definitive agreement in relation to this Scheme or any subject matter hereof, the provisions of such definitive agreement shall be binding on the Parties;
- 1.2.6 no provision of this Scheme shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof; and
- 1.2.7 the Schedules shall constitute an integral part of this Scheme.

## 2. SHARE CAPITAL

- 2.1 The share capital of the Demerged Company as on date of its Board approving the Scheme is as follows:

Particulars	INR
<b>Authorised Share Capital</b>	
60,00,00,000 equity shares of INR 10 each	600,00,00,000
600,00,000 preference shares of INR 100 each	600,00,00,000
<b>Total</b>	<b>12,00,00,00,000</b>
<b>Issued, Subscribed and Paid-up Capital</b>	
310,663,663 equity shares of INR 10 each	310,66,36,630
1,919,277 zero% optionally convertible redeemable preference shares of INR 100 each	1,919,27,700
9,000,000 5% cumulative non-convertible cumulative redeemable preference shares of INR 100 each	90,00,00,000
<b>Total</b>	<b>4,19,85,64,330</b>

- 2.2 The share capital structure of the Resulting Company as on date of its Board approving the Scheme is as follows:

Particulars	INR
<b>Authorised Share Capital</b>	
78,00,00,000 equity shares of INR 10 each	780,00,00,000
1,02,000 cumulative redeemable preference shares of INR 1,00,000 each	1020,00,00,000
<b>Total</b>	<b>1800,00,00,000</b>
<b>Issued, Subscribed and Paid-up Capital</b>	
28,86,86,674 equity shares of INR 10 each	288,68,66,740
100,000 cumulative redeemable preference shares of INR 1,00,000 each fully paid up	1000,00,00,000
<b>Total</b>	<b>1288,68,66,740</b>

The Resulting Company has outstanding employee stock options under its existing stock option schemes, the exercise of which may result in an increase in the issued and paid-up share capital of the Resulting Company.



**3. DATE OF TAKING EFFECT AND IMPLEMENTATION OF THIS SCHEME**

This Scheme in its present form or with any modification(s) made as per Clause 20 of this Scheme, shall become operative from the Effective Date and effective from the Appointed Date.

**PART II**

**DEMERGER AND VESTING OF THE DEMERGED UNDERTAKING**

**4. DEMERGER AND VESTING OF THE DEMERGED UNDERTAKING**

- 4.1 Upon the Scheme becoming effective and with effect from the Appointed Date and subject to the provisions of this Scheme and pursuant to Sections 230 to 232 of the Act and in accordance with Section 2(19AA) of the Income Tax Act, the Demerged Undertaking along with all its assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. shall, without any further act, instrument or deed, be demerged from the Demerged Company and transferred to and be vested in or be deemed to have been vested in the Resulting Company as a going concern so as to become as and from the Appointed Date, the assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Resulting Company by virtue of, and in the manner provided in this Scheme.
- 4.2 In respect of such of the assets and properties forming part of the Demerged Undertaking which are movable in nature (including but not limited to all intangible assets, machinery, equipment, whether registered or unregistered trademarks along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations, copyrights, and all such other industrial and intellectual property rights of whatsoever nature, more particularly set out in Schedule 3 hereto) or are otherwise capable of transfer by delivery or possession or by endorsement and/or delivery, the same shall stand transferred by the Demerged Company to the Resulting Company upon coming into effect of this Scheme and shall, *ipso facto* and without any other order to this effect, become the assets and properties of the Resulting Company without requiring any deed or instrument of conveyance for transfer of the same.
- 4.3 Subject to Clause 4.4 below, with respect to the assets of the Demerged Undertaking, other than those referred to in Clause 4.2 above, including all rights, title and interests in the agreements (including agreements for lease or license of the properties), investments in shares, mutual funds, bonds and any other securities, sundry debtors, claims from customers or otherwise, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with any Appropriate Authority, customers and other persons, whether or not the same is held in the name of the Demerged Company, shall, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Resulting Company, with effect from the Appointed Date by operation of law as transmission in favour of Resulting Company. With regard to the licenses of the properties, the Resulting Company will enter into novation agreements, if it is so required.
- 4.4 In respect of such of the assets and properties forming part of the Demerged Undertaking which are immovable in nature (including as more particularly set out in Schedule 1 hereto), whether or not included in the books of the Demerged Company, including rights, interest and easements in relation thereto, the same shall stand transferred to the Resulting Company with effect from the Appointed Date, without any act or deed or conveyance being required to be



done or executed by the Demerged Company and/or the Resulting Company;

- 4.5 For the avoidance of doubt and without prejudice to the generality of Clause 4.4 above and Clause 4.6 below, it is clarified that, with respect to the immovable properties forming part of the Demerged Undertaking in the nature of land and buildings, the Demerged Company and/or the Resulting Company shall at the cost and expense of the Resulting Company register the true copy of the orders of the Tribunal approving the Scheme with the offices of the relevant Sub-registrar of Assurances or similar registering authority having jurisdiction over the location of such immovable property and shall also execute and register, as required, such other documents as may be necessary in this regard. For the avoidance of doubt, it is clarified that any document executed pursuant to this Clause 4.5 or Clause 4.6 below will be for the limited purpose of meeting statutory requirements and shall not be deemed to be a document under which the transfer of any property of the Demerged Company takes place and the assets and liabilities forming part of the Demerged Undertaking shall be transferred solely pursuant to and in terms of this Scheme and the order of the Tribunal sanctioning this Scheme;
- 4.6 Notwithstanding anything contained in this Scheme, with respect to the immovable properties forming part of the Demerged Undertaking in the nature of land and buildings situated in states other than the states of Maharashtra and West Bengal, whether owned or leased, for the purpose of, inter alia, payment of stamp duty and vesting in the Resulting Company, if the Resulting Company so decides, the Demerged Company and/ or the Resulting Company, whether before or after the Effective Date, may execute and register or cause to be executed and registered, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favour of the Resulting Company in respect of such immovable properties at the cost and expense of the Resulting Company. Each of the immovable properties, only for the purposes of the payment of stamp duty (if required under the Applicable Law), shall be deemed to be conveyed at a value of such specific immovable property determined by the relevant authorities in accordance with the applicable circle rates. The transfer of such immovable properties shall form an integral part of this Scheme;
- 4.7 Post the Effective Date, the Demerged Company shall give notice in form acceptable to the Resulting Company, to such Persons, that any debt, receivable, bill, credit, loan, advance or deposit relating to the Demerged Undertaking stands transferred to and vested in the Resulting Company and that appropriate modification should be made in their respective books/records to reflect the aforesaid changes.
- 4.8 Upon effectiveness of the Scheme, all debts, liabilities, loans, debentures, obligations and duties of the Demerged Company as on the Appointed Date and to the extent related to the Demerged Undertaking ("Demerged Liabilities") shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Resulting Company to the extent that they are outstanding as on the Appointed Date and the Resulting Company shall meet, discharge and satisfy the same. The term "Demerged Liabilities" shall include without limitation:
- 4.8.1 the debts, liabilities and obligations incurred and duties of any kind, nature or description (including contingent liabilities) which arise out of the activities or operations of the Demerged Undertaking;
- 4.8.2 the specific loans, credit facilities, overdraft facilities and borrowings (including debentures bonds, notes and other debt securities) raised, incurred and utilized solely for the activities or operations of the Demerged Undertaking; and



4.8.3 In cases other than those referred to in Clause 4.8.1 or 4.8.2 above, so much of the amounts of general or multipurpose borrowings, if any, of the Demerged Company, as stand in the same proportion which the value of the assets transferred pursuant to the demerger of the Demerged Undertaking bear to the total value of the assets of the Demerged Company immediately prior to the Appointed Date.

However, the liabilities and demands or refunds received or to be received by the Demerged Company, pertaining to the Income Tax Act, for the period prior to the Appointed Date in relation to the Demerged Company shall not be transferred as part of the Demerged Undertaking to the Resulting Company.

- 4.9 In so far as any Encumbrance in respect of the Demerged Liabilities is concerned, such Encumbrance shall, without any further act, instrument or deed being required to be modified, be extended to and shall operate exclusively over the assets comprised in the Demerged Undertaking which have been Encumbered in respect of the Demerged Liabilities as transferred to the Resulting Company pursuant to the Scheme. Provided that, if any of the assets comprised in the Demerged Undertaking which are being transferred to the Resulting Company pursuant to this Scheme have not been Encumbered in respect of the Demerged Liabilities, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Business are concerned, the Encumbrance, if any, over such assets relating to the Demerged Liabilities, shall without any further act, instrument or deed being required, be released and the Demerged Company shall be discharged from the obligations and Encumbrances relating to the same. Further, in so far as the assets comprised in the Demerged Undertaking are concerned, the Encumbrance over such assets relating to any loans, borrowings or other debts which are not transferred to the Resulting Company pursuant to this Scheme and which shall continue with the Demerged Company, shall without any further act or deed be released from such Encumbrance and shall no longer be available as security in relation to such liabilities.
- 4.10 If the Demerged Company is entitled to any unutilized credits (including accumulated losses unabsorbed depreciation and losses under the head 'capital gain'), benefits under the state or central fiscal / investment incentive schemes and policies including deduction under Section 35(2AB) of the Income Tax Act and including the right to deduction under Section 80-IA of the Income Tax Act in respect of the profits of the undertaking for the residual period (i.e. the period remaining as on the Appointed Date out of the total period for which deduction is available under the Applicable Law if the demerger pursuant to this Scheme had not taken place) or concessions relating to the Demerged Undertaking under any Tax Law or Applicable Law, the Resulting Company shall be entitled, as an integral part of the Scheme, to claim such benefit or incentives or unutilised credits as the case may be without any specific approval or permission.
- 4.11 Upon the Scheme becoming effective, the Demerged Company and the Resulting Company shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Tax law and to claim refunds and/or credit for Taxes paid and for matters incidental thereto, if required, to give effect to the provisions of the Scheme. It is further clarified that the Resulting Company shall be entitled to claim deduction under Section 43B and Section 40a(ia) of the Income Tax Act in respect of unpaid liabilities transferred to it as part of the Demerged Undertaking to the extent not claimed by the Demerged Company. Further, the Resulting Company shall not be subject to tax for any



reversal of provisions which were made by the Demerged Company and offered by it for disallowance in the year in which it was created.

- 4.12 Subject to Clause 4 and any other provisions of the Scheme, in respect of any refund, benefit, incentive, grant or subsidy in relation to or in connection with the Demerged Undertaking, the Demerged Company shall, if so required by the Resulting Company, issue notices in such form as the Resulting Company may deem fit and proper stating that pursuant to the Tribunal having sanctioned this Scheme, the relevant refund, benefit, incentive, grant or subsidy be paid or made good or held on account of the Resulting Company, as the person entitled thereto, to the end and intent that the right of the Demerged Company to recover or realise the same, stands transferred to the Resulting Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 4.13 On and from the Effective Date and till such time that the name of the bank accounts of the Demerged Company, in relation to or in connection with the Demerged Undertaking, have been replaced with that of the Resulting Company, the Resulting Company shall be entitled to maintain and operate such bank accounts of the Demerged Company, in the name of the Demerged Company for such time as may be determined to be necessary by the Resulting Company. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Demerged Company, in relation to or in connection with the Demerged Undertaking, after the Effective Date shall be accepted by the bankers/ creditors of the Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company.
- 4.14 Without prejudice to the provisions of the foregoing sub-clauses of this Clause 4 and upon the effectiveness of this Scheme, the Demerged Company and the Resulting Company may execute any and all instruments or documents and do all the acts and deeds as may be required, including filing of necessary particulars and/ or modification(s) of charge, with the concerned RoC or filing of necessary applications, notices, intimations or letters with any Appropriate Authority or Person to give effect to the Scheme.
- 4.15 Without prejudice to the provisions of the foregoing sub-clauses of this Clause, the Demerged Company and/ or the Resulting Company may execute any and all instruments or documents and do all the acts, deeds and things as may be required, including executing necessary confirmatory deeds for filing with the trademark registry and Appropriate Authorities, filing of necessary particulars and/ or modification(s) of charge, necessary applications, notices, intimations or letters with any Appropriate Authority or Person to give effect to the Scheme. Any procedural requirements required to be fulfilled solely by the Demerged Company or upon this Scheme becoming effective, shall be fulfilled by the Resulting Company as if it were the duly constituted attorney of the Demerged Company.

## 5. PERMITS

- 5.1 With effect from the Appointed Date, the Permits (including without limitation the environmental consents, the consents for operation, the consents for establishment, the mining leases, mining plan relating to the Demerged Undertaking shall be transferred to and vested in the Resulting Company and the concerned licensor and grantors of such Permits shall endorse where necessary, and record the Resulting Company on such Permits so as to empower and facilitate the approval and vesting of the Demerged Undertaking in the Resulting Company and continuation of operations pertaining to the Demerged Undertaking in the Resulting Company without any hindrance and the Permits shall stand transferred to and vested in and shall be deemed to be transferred to and vested in the Resulting Company

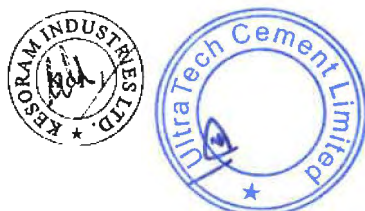


without any further act or deed and shall be appropriately mutated by the Appropriate Authorities concerned therewith in favour of the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company and the Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to the Resulting Company.

- 5.2 The benefit of all Permits pertaining to the Demerged Undertaking shall, without any other order to this effect, transfer and vest into and become available to the Resulting Company pursuant to the sanction of this Scheme by the Tribunal.
- 5.3 Notwithstanding the generality of the foregoing provisions, all electricity, gas, water and any other utility connections and tariff rates in respect thereof sanctioned by various public sector and private companies, boards, agencies and authorities in different states pertaining to the Demerged Undertaking, together with security deposits and all other advances paid, shall stand automatically transferred in favour of the Resulting Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed. The relevant electricity, gas, water and any other utility companies, boards, agencies and authorities shall issue invoices in the name of the Resulting Company with effect from the billing cycle commencing from the month immediately succeeding the month in which the Effective Date falls. The Resulting Company shall comply with the terms, conditions and covenants associated with the grant of such connection and shall also be entitled to refund of security deposits placed with such companies, boards, agencies and authorities in respect of the Demerged Undertaking.

## 6. CONTRACTS

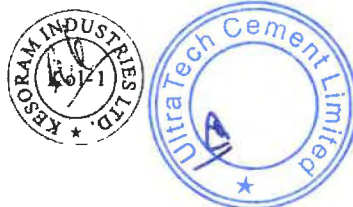
- 6.1 All contracts, deeds, bonds, agreements, indemnities, guarantees or other similar rights or entitlements whatsoever, schemes, arrangements and other instruments, Permits, rights, entitlements, mining leases and licenses for the purpose of carrying on the business of the Demerged Undertaking, and in relation thereto, and those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Demerged Undertaking, or to the benefit of which the Demerged Company may be eligible and which are subsisting or having effect immediately before this Scheme coming into effect, shall by endorsement, delivery or recordal or by operation of law pursuant to the order of the Tribunal sanctioning the Scheme, and on this Scheme becoming effective be deemed to be contracts, deeds, bonds, agreements, indemnities, guarantees or other similar rights or entitlements whatsoever, schemes, arrangements and other instruments, Permits, rights, entitlements, licenses (including the licenses granted by any Appropriate Authority) of the Resulting Company. Such properties and rights described hereinabove shall stand vested in the Resulting Company and shall be deemed to be the property and become the property by operation of law as an integral part of the Resulting Company. Such contracts and properties described above shall continue to be in full force and continue as effective as hitherto in favour of or against the Resulting Company and shall be the legal and enforceable rights and interests of the Resulting Company, which can be enforced and acted upon as fully and effectually as if it were the Demerged Company. Upon this Scheme becoming effective, the rights, benefits, privileges, duties, liabilities, obligations and interest whatsoever, arising from or pertaining to contracts and properties relating to the Demerged Undertaking, shall be deemed to have been entered into and stand assigned, vested and novated to the Resulting Company by operation of law and the Resulting Company shall be deemed to be the Demerged Company's substituted party or beneficiary or obligor thereto, it being always understood that the Resultant Company shall be the successor in the interest of the Demerged Company in relation to the properties or rights mentioned hereinabove.



- 6.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Demerged Undertaking occurs by virtue of this Scheme, the Resulting Company may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations, other writings or tripartite arrangements with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary in order to give effect to the provisions of this Scheme. With effect from the Appointed Date, the Resulting Company shall under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Demerged Company to carry out or perform all such formalities or compliances referred to above, on the part of the Demerged Company with respect to Demerged Undertaking.
- 6.3 On and from the Effective Date, and thereafter, the Resulting Company shall be entitled to enforce all pending contracts and transactions and issue credit notes on behalf of the Demerged Company, in relation to or in connection with the Demerged Undertaking, in the name of the Resulting Company in so far as may be necessary until the transfer of rights and obligations of the Demerged Undertaking to the Resulting Company under this Scheme have been given effect to under such contracts and transactions.
- 6.4 With effect from the Effective Date, all inter-se contracts solely between the Demerged Company and the Resulting Company pertaining to the Demerged Undertaking, if any, shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Demerged Company and the Resulting Company. With effect from the Effective Date, there will be no accrual of income or expense on account of any transactions pertaining to the Demerged Undertaking, including inter-alia any transactions in the nature of sale or transfer of any goods, materials or services, between the Demerged Company and the Resulting Company. For avoidance of doubt, it is hereby clarified that with effect from the Effective Date, there will be no accrual of interest or other charges in respect of any inter se loans, deposits or balances pertaining to the Demerged Undertaking between the Demerged Company and the Resulting Company.

## 7. EMPLOYEES

- 7.1 With effect from the Effective Date, the Resulting Company undertakes to engage, without any interruption in service, all employees of the Demerged Company, engaged in or in relation to the Demerged Undertaking (“Employees”), on the terms and conditions not less favourable than those on which they are engaged by the Demerged Company. The Resulting Company undertakes to continue to abide by any agreement/settlement or arrangement, if any, entered into or deemed to have been entered into by the Demerged Company with any of the Employees or union representing them in relation to the Demerged Undertaking. The Resulting Company agrees that the services of all such Employees with the Demerged Company prior to the demerger shall be taken into account for the purposes of all existing benefits to which the said Employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity, leave encashment and other retirement/terminal benefits. The decision on whether or not an employee is part of the Demerged Undertaking shall be decided by the Board of the Demerged Company and shall be final and binding on all concerned.
- 7.2 The accumulated balances, if any, standing to the credit of the Employees (excluding such Employees covered under Clause 7.3 below) in the existing provident fund, gratuity fund and superannuation fund of which they are members, as the case may be and corresponding investments and fund balances, will be transferred respectively to such provident fund or trust



created for such purpose, gratuity fund and superannuation funds nominated by the Resulting Company and/or such new provident fund/ trust, gratuity fund and superannuation fund to be established in accordance with the Applicable Law and caused to be recognized by the Appropriate Authorities. Pending the transfer as aforesaid, the provident fund, gratuity fund and superannuation fund dues of the said Employees would continue to be deposited in the existing provident fund, gratuity fund and superannuation fund, respectively, of the Demerged Company, if required.

## **8. LEGAL PROCEEDINGS**

- 8.1 Upon the coming into effect of this Scheme, all suits, actions, administrative proceedings, tribunals proceedings, show cause cases, demands and legal proceedings of whatsoever nature (except proceedings with respect to direct tax) by or against the Demerged Company pending and/or arising on or before the Appointed Date or which may be instituted any time thereafter and in each case relating to the Demerged Undertaking shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and be enforced by or against the Resulting Company with effect from the Appointed Date in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company. Except, as otherwise provided herein, the Demerged Company shall in no event be responsible or liable in relation to any such legal or other proceedings that stand transferred to the Resulting Company. The Resulting Company shall be replaced/added as party to such proceedings and shall prosecute or defend such proceedings at its own cost, in cooperation with the Demerged Company and the liability of the Demerged Company shall consequently stand nullified. The Demerged Company shall in no event be responsible or liable in relation to any such legal or other proceedings in relation to the Demerged Undertaking.
- 8.2 The Resulting Company undertakes to have all legal and other proceedings (except proceedings with respect to direct tax) initiated by or against the Demerged Company referred to in Clause 8.1 above transferred to its name as soon as is reasonably practicable after the Effective Date and to have the same continued, prosecuted and enforced by or against the Resulting Company to the exclusion of the Demerged Company on priority. Both Parties shall make relevant applications and take steps as may be required in this regard.
- 8.3 Notwithstanding anything contained above, in the event any time after the Effective Date, if the Demerged Company in relation to the Demerged Undertaking, is in receipt of any demand, claim, notice and/ or impleaded as a party in any of the proceedings before the Appropriate Authority, the Demerged Company, in view of the transfer and vesting of the Demerged Undertaking pursuant to this Scheme, shall take all such steps in the proceedings before the Appropriate Authority to replace the Demerged Company with the Resulting Company. However, if the Demerged Company is unable to get the Resulting Company replaced in such proceedings, the Demerged Company shall defend the same or deal with such demand in accordance with the advice of the Resulting Company and at the cost of the Resulting Company and the latter shall reimburse and indemnify the Demerged Company against all liabilities and obligations incurred by or against the Demerged Company in respect thereof.





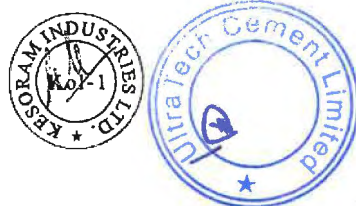
## 9. CONSIDERATION

9.1 Upon the Scheme coming into effect and in consideration of and subject to the provisions of this Scheme, the Resulting Company shall, without any further application, act, deed, consent, acts, instrument or deed, issue and allot, to each shareholder of the Demerged Company as follows:

- 9.1.1 1 (One) fully paid-up equity share of INR 10 (Indian Rupees Ten only) each of the Resulting Company for every 52 (Fifty Two) fully paid-up equity shares of INR 10 (Indian Rupees Ten only) each of the Demerged Company held by equity shareholders, on a proportionate basis, whose name is recorded in the register of members and records of the depository as a member of the Demerged Company as on the Record Date;
- 9.1.2 54,86,608 (Fifty Four Lakhs Eighty Six Thousand Six Hundred Eight) fully paid-up 7.3% non-convertible redeemable preference shares of INR 100 (Indian Rupees One Hundred only) each of the Resulting Company for 90,00,000 (Ninety Lakhs) 5% cumulative non-convertible redeemable preference shares of INR 100 (Indian Rupees One Hundred only) each of the Demerged Company ("NCRPS") held by the preference shareholder in the Demerged Company as on the Effective Date; and
- 9.1.3 8,64,275 (Eight Lakhs Sixty Four Thousand Two Hundred Seventy Five) fully paid-up 7.3% non-convertible redeemable preference shares of INR 100 (Indian Rupees One Hundred only) each of the Resulting Company for 19,19,277 (Nineteen Lakhs Nineteen Thousand Two Hundred Seventy-Seven) zero% optionally convertible redeemable preference shares of INR 100 (Indian Rupees One Hundred only) each of the Demerged Company ("OCRPS") held by the preference shareholder in the Demerged Company as on the Effective Date.

The equity shares of the Resulting Company to be issued and allotted under Clause 9.1.1 above, shall hereinafter be referred to as "**New Equity Shares**". The non-convertible redeemable preference shares of the Resulting Company to be issued and allotted under Clause 9.1.2 and Clause 9.1.3 above, shall hereinafter be referred to as "**RPS of the Resulting Company**". The principal terms and conditions of the RPS of the Resulting Company have been set out in **Schedule 4** hereto. The New Equity Shares and RPS of the Resulting Company shall hereinafter be collectively referred to as "**New Shares**".

- 9.2 In the event, the NCRPS and/ or the OCRPS held by the shareholders of the Demerged Company are redeemed prior to the Effective Date, no shares will be issued in terms of Clause 9.1.2 and Clause 9.1.3 above.
- 9.3 The New Equity Shares shall be subject to the provisions of the memorandum of association and articles of association of the Resulting Company, as the case may be, and shall rank *pari passu* in all respects with any existing equity shares of the Resulting Company, as the case may be, after the Effective Date including with respect to dividend, bonus, right shares, voting rights and other corporate benefits attached to the equity shares of the Resulting Company.



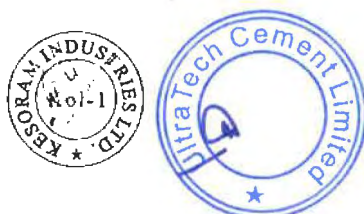
9.4 The issue and allotment of the New Shares is an integral part hereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act on the part of the Resulting Company or the Demerged Company or their shareholders and as if the procedure laid down under the Act and such other Applicable Law as may be applicable, were duly complied with. It is clarified that the approval of the members and creditors of the Resulting Company and/or the Demerged Company to this Scheme, shall be deemed to be their consent/approval for the issue and allotment of the New Shares.

9.5 Subject to the Applicable Law, the Resulting Company New Shares that are to be issued in terms of this Scheme shall be issued in dematerialised form. The register of members maintained by the Resulting Company and/ or, other relevant records, whether in physical or electronic form, maintained by the Resulting Company, the relevant depository and registrar and transfer agent in terms of the Applicable Law(s) shall (as deemed necessary by the Board of the Resulting Company) be updated to reflect the issue of the New Shares in terms of this Scheme. The shareholders of the Demerged Company who hold shares in physical form, should provide the requisite details relating to his/ her/ its account with a depository participant or other confirmations as may be required, to the Resulting Company, prior to the Record Date to enable it to issue the New Shares.

However, if no such details have been provided to the Resulting Company by the shareholders of the Demerged Company holding shares in physical share certificates on or before the Record Date, the Resulting Company shall deal with the relevant shares in such manner as may be permissible under the Applicable Law, including by way of issuing the corresponding shares in dematerialised form to a trustee nominated by the Board of the Resulting Company ("**Trustee of Resulting Company**") who shall hold these shares in trust for the benefit of such shareholder. The New Shares held by the Trustee of Resulting Company for the benefit of the shareholder shall be transferred to the respective shareholder once such shareholder provides details of his/her/its demat account to the Trustee of Resulting Company, along with such other documents as may be required by the Trustee of Resulting Company. The respective shareholders shall have all the rights of the shareholders of the Resulting Company, including the right to receive dividend, voting rights and other corporate benefits, pending the transfer of shares from the Trustee of Resulting Company. All costs and expenses incurred in this respect shall be borne by the Resulting Company.

9.6 For the purpose of the allotment of the New Equity Shares pursuant to this Scheme, in case any shareholder's holding in any of the Demerged Company is such that the shareholder becomes entitled to a fraction of a share of the Resulting Company, the Resulting Company shall not issue fractional shares to such shareholder but shall consolidate all such fractions and round up the aggregate of such fractions to the next whole number and issue consolidated shares to a trustee (nominated by the Resulting Company in that behalf), who shall hold such shares, with all additions or accretions thereto, in trust for the benefit of the respective shareholders to whom they belong for the specific purpose of selling such shares in the market at such price or prices and at any time within a period of 90 days from the date of allotment of the New Equity Shares, as the trustee may, in its sole discretion, decide and distribute the net sale proceeds (after deduction of the expenses incurred and applicable income tax) to the respective shareholders in the same proportion of their fractional entitlements. Any fractional entitlements from such net proceeds shall be rounded off to the next Rupee. It is clarified that any such distribution shall take place only on the sale of all the shares of the Resulting Company pertaining to the fractional entitlements.

9.7 The New Equity Shares to be issued in respect of the shares of the Demerged Company held in the unclaimed suspense account, if any, shall be issued to a new unclaimed suspense



account created for the shareholders of the Resulting Company. The shares to be issued by the Resulting Company *in lieu* of the shares of the Demerged Company held in the investor education protection fund shall be issued to investor education protection fund in favour of such shareholders of the Demerged Company.

- 9.8 The New Equity Shares to be issued by the Resulting Company pursuant to Clause 9.1 above in respect of such of the equity shares of the Demerged Company which are held in abeyance under the provisions of Section 126 of the Act or otherwise shall, pending allotment or settlement of dispute by order of Court or otherwise, also be kept in abeyance by the Resulting Company.
- 9.9 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the Board of the Demerged Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer in the Demerged Company as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor of the share in the Resulting Company and in relation to the shares issued by the Resulting Company after the effectiveness of the Scheme. The Board of the Demerged Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in the Resulting Company on account of difficulties faced in the transition period.
- 9.10 In the event, the Parties restructure their share capital by way of share split/consolidation/issue of bonus shares during the pendency of the Scheme, the share allotment ratio as per Clause 9.1 shall be adjusted accordingly to consider the effect of any such corporate actions and without any further approval from the Appropriate Authority.
- 9.11 The Resulting Company shall apply for listing of the New Equity Shares on the recognised stock exchanges having nationwide trading terminals i.e., BSE and NSE in terms of and in compliance of SEBI LODR Regulations, SEBI Circular and other relevant provisions as may be applicable. The New Equity Shares, issued pursuant to the Scheme, shall remain frozen in the depository system till listing/ trading permission is given by the designated BSE and NSE.
- 9.12 The Resulting Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with the Applicable Law for complying with the requirements of the BSE and NSE.
- 9.13 The approval of the members of the Resulting Company to this Scheme shall be deemed to constitute due compliance with Section 62 and any other applicable provisions of the Act, the SEBI LODR Regulations, and the articles of association of the Resulting Company, and no other consent shall be required under the Act or the articles of association of the Resulting Company, for the issue and allotment of New Shares under the Scheme.
- 9.14 Consideration in respect of the Demerged Company GDRs:
- 9.14.1 Upon the Scheme coming into effect and in consideration of and subject to the provisions of this Scheme, the Resulting Company shall issue to the GDR Depository in relation to the Demerged Company GDRs, the New Equity Shares in accordance with Clause 9.1. The GDR Depository shall hold such New Equity Shares on behalf of the holders of the Demerged Company GDRs;



- 9.14.2 The Board of the Resulting Company may, in consultation with the GDR Depository, and by entering into appropriate agreements with the GDR Depository or any other Depository appointed by the Resulting Company for the issuance of GDRs (“**Resulting Company Depository**”) and by taking all approvals and steps as necessary, instruct such Resulting Company Depository to issue GDRs of the Resulting Company representing the New Equity Shares to the holders of the Demerged Company GDRs on a pro rata basis (“**Resulting Company GDR Program**”); and
- 9.14.3 In the event the Board of the Resulting Company decides not to constitute the Resulting Company GDR Program as stated in Clause 9.14.2, the GDR Depository shall sell the New Equity Shares issued to the GDR Depository in terms of Clause 9.14.1 and distribute the proceeds to such Demerged Company GDR holders in accordance with the depository agreement entered into between the Demerged Company and the GDR Depository.
- 9.14.4 If, on account of the share exchange ratio mentioned in Clause 9.1 above, a Demerged Company GDR holder becomes entitled to a fraction of a GDR of the Resulting Company then, in accordance with the provisions of the depository agreement entered into by the Demerged Company or the Resulting Company, as applicable, in lieu of delivering receipts for fractional GDRs, the depository of the Demerged Company or the Resulting Company Depository, as applicable, may, in its discretion, sell the equity shares of the Resulting Company represented by the aggregate of such fractions, at such place or places and at such price or prices as it may deem proper, and distribute the net proceeds of any such sale (after deduction of taxes and expenses incurred) in accordance with the terms of the relevant depository agreement.

## 10. ACCOUNTING AND TAX TREATMENT

### 10.1 Accounting treatment in the books of the Demerged Company:

Pursuant to the Scheme coming into effect, with effect from the Effective Date, the Demerged Company shall account for the demerger, in its books of account in accordance with the Appendix A of Indian Accounting Standards (‘Ind AS’) 10, Events after the Reporting Period, prescribed under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015 in the following manner:

- 10.1.1 The Demerged Company shall transfer all assets and liabilities pertaining to the Demerged Undertaking as on the Effective Date at the values appearing in its books of account immediately before the Effective Date and correspondingly reduce from its books of account, the book values of such assets and liabilities appearing on such date;
- 10.1.2 The Demerged Company shall debit the fair value of the aforesaid assets and liabilities to the general reserve/ retained earnings of the Demerged Company representing distribution of non-current assets to its shareholders and create a corresponding liability; and
- 10.1.3 The book value of net assets derecognised under 10.1.1 above will be adjusted against the liability recognised at paragraph 10.1.2 above and the difference, if any, shall be recognised in the statement of profit and loss.



10.2 Accounting treatment in the books of the Resulting Company:

Recording the transfer of assets and liabilities on demerger:

Pursuant to the Scheme coming into effect, with effect from the Appointed Date, the Resulting Company shall account for the transfer of the Demerged Undertaking into the Resulting Company in accordance with acquisition method prescribed under Indian Accounting Standards (Ind AS) 103, Business Combinations, notified under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standard) Rules, 2015 and generally accepted accounting principles, as may be amended from time to time, in its books of accounts, such that:

10.2.1 The Resulting Company records the assets and liabilities of the Demerged Undertaking, transferred to and vested in it pursuant to this Scheme (including assets and liabilities not specifically recognized by the Demerged Company in its financial statements), at their respective fair values. Further, acquisition related costs will also be accounted in accordance with the requirements of Ind AS 103 'Business Combinations'.

10.2.2 The Resulting Company shall credit its share capital account with the face value of New Shares issued in accordance with Clause 9.1. The difference between the fair value of New Shares issued and the face value of New Shares issued by the Resulting Company will be credited to securities premium account of the Resulting Company.

10.2.3 The surplus / deficit between the value of Net Assets ("Net Assets" means excess of value of assets over the value of liabilities as per Clause 10.2.1) pertaining to the Demerged Undertaking and the amount of the fair value of New Shares issued under Clause 9.1 above shall be credited to capital reserve / debited to goodwill as the case may be.

10.3 Tax treatment in the books of the Resulting Company, for the purpose of provisions of section 2(19AA) of the Income Tax Act, the assets and liabilities of the Demerged Undertaking, transferred to and vested in it pursuant to this Scheme, shall be at their respective book values as appearing in the books of account of the Demerged Company immediately before the demerger.

**11. CHANGE IN AUTHORISED SHARE CAPITAL OF THE RESULTING COMPANY**

11.1 With effect from Effective Date, the authorised share capital of the Resulting Company will automatically stand increased by an aggregate amount of INR 100,00,00,000 (Indian Rupees One Hundred Crore only) which shall be divided into 1,00,00,000 (One Crore) equity shares of INR 10 (Indian Rupees Ten only) each and 90,00,000 (Ninety Lakhs) non-convertible redeemable preference shares of INR 100 (Indian Rupees Hundred only) each of the Resulting Company by simply filing the requisite forms with the Appropriate Authority and no separate procedure or instrument or deed shall be required to be followed under the Act. The Resulting Company will pay necessary stamp duty and registration fees, as may be applicable, for increase in authorised share capital in terms of the Act.

11.2 Consequently, with effect from Effective Date, the memorandum of association and articles of association of the Resulting Company shall without any act, instrument or deed be and stand altered, modified and amended pursuant to Sections 13 and other applicable provisions of the Act.



- 11.3 It is clarified that the approval of the members of the Resulting Company to this Scheme shall be deemed to be their consent/approval also to the alteration of the memorandum of association and articles of association of the Resulting Company and the Resulting Company shall not be required to seek separate consent/ approval of its shareholders for such alteration of the memorandum of association and articles of association as required under Sections 13, 14, 61, 62 and 64 and other applicable provisions of the Act.

### PART III

#### REDUCTION AND CANCELLATION OF THE PREFERENCE SHARE CAPITAL OF THE DEMERGED COMPANY

#### 12. REDUCTION AND CANCELLATION OF THE PREFERENCE SHARE CAPITAL OF THE DEMERGED COMPANY

- 12.1 In view of the RPS of the Resulting Company being issued in terms of Clause 9.1.2 and Clause 9.1.3 to the holders of the preference shares of the Demerged Company, the entire Preference Share Capital of the Demerged Company shall stand cancelled and reduced, without any consideration ("**Demerged Company Cancelled Preference Shares**"), which shall be regarded as reduction of share capital of the Demerged Company, pursuant to Sections 230 to 232 of the Act as an integral part of the Scheme.
- 12.2 The Demerged Company shall cancel its preference shares as stated in Clause 12.1 above. These preference shares are considered as debt in the books of accounts as per IND AS 109, hence the accounting for these preference shares shall remain same as other liabilities mentioned in Clause 10.1 above.
- 12.3 It is clarified that the approval of the members of the Demerged Company to this Scheme, shall be deemed to be their consent/approval for the reduction of the preference share capital of the Demerged Company under applicable provisions of the Act.
- 12.4 Notwithstanding the reduction in the share capital of the Demerged Company, the Demerged Company shall not be required to add "And Reduced" as suffix to its name.

### PART IV

#### GENERAL TERMS & CONDITIONS

#### 13. REMAINING BUSINESS

- 13.1 The Remaining Business and all the assets, investments, liabilities and obligations of the Demerged Company, shall continue to belong to and be vested in and be managed by the Demerged Company. With effect from the Effective Date, only the Demerged Company shall be liable to perform and discharge all liabilities and obligations in relation to the Remaining Business and the Resulting Company shall not have any liability or obligation in relation to the Remaining Business.
- 13.2 All legal, Tax and/or other proceedings by or against the Demerged Company under any statute, whether pending on the Effective Date or which may be instituted at any time thereafter, and relating to the Remaining Business of the Demerged Company (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Business) shall be continued and enforced against the Demerged Company. The Resulting Company shall in no event be responsible or liable in relation to any



such legal, Tax or other proceedings in relation to the Remaining Business.

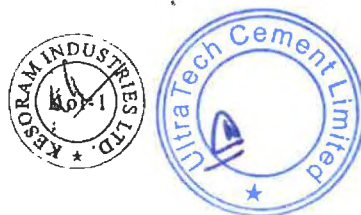
- 13.3 If the Resulting Company in relation to the Remaining Business, is in receipt of any demand, claim, notice and/or impleaded as a party in any of the proceedings before the Appropriate Authority, the Resulting Company in view of the transfer and vesting of the Demerged Undertaking pursuant to this Scheme, shall take all such steps in the proceedings before the Appropriate Authority to replace the Resulting Company with the Demerged Company. However, if the Resulting Company is unable to get the Demerged Company replaced in such proceedings, it shall defend the same or deal with such demand in accordance with the advice of the Demerged Company and at the cost of the Demerged Company and the latter shall reimburse and indemnify the Resulting Company against all liabilities and obligations incurred by or against the Resulting Company in respect thereof.

**14. IMPACT OF THE SCHEME ON NON-CONVERTIBLE DEBENTURE HOLDERS OF THE PARTIES**

- 14.1 Pursuant to this Scheme, there will be no change in terms and conditions of the Non-Convertible Debentures ("NCDs") of the respective Parties. Details of NCDs of the Demerged Company and the Resulting Company, listed on respective Stock Exchanges, are set-out in **Schedule 2** and **Schedule 5**, respectively. The NCDs of the Demerged Company as set out in **Schedule 2** hereto, form of the Demerged Undertaking and will be transferred to the Resulting Company pursuant to this Scheme. It is clarified that NCDs of the Demerged Company, forming a part of the Demerged Undertaking as on the Effective Date, will be transferred to the Resulting Company pursuant to this Scheme.
- 14.2 Safeguards for the protection of holders of NCDs of the Parties: Pursuant to the Scheme, the NCD holders of the Demerged Company as on the Effective Date will be transferred to the Resulting Company on same terms, including the coupon rate, tenure, ISIN, redemption price, quantum, exclusive and first ranking nature of security, etc. Further, the NCD holders of the Resulting Company as on the Effective Date will continue to hold NCDs of the Resulting Company, without any interruption, on same terms, including the coupon rate, tenure, redemption price, quantum, and nature of security, ISIN, etc. A certificate from statutory auditor of the Resulting Company certifying the payment/ repayment capability of the Resulting Company against the outstanding NCDs is referred in **Schedule 5** hereto.
- 14.3 Exit offer to NCDs holders of the Parties: The NCDs of the respective Parties, as on the Effective Date, will continue to be freely tradable and listed on the Stock Exchanges, thereby providing exit option and liquidity to holders of the NCDs of the respective Parties.
- 14.4 In view of provisions of this Clause 14 above, the Scheme will not have any adverse impact on the holders of the NCDs.

**15. DIVIDENDS**

- 15.1 The Demerged Company and the Resulting Company shall be entitled to declare and pay dividends, to their respective shareholders in the ordinary course of business, whether interim or final.



15.2 It is clarified that the aforesaid provisions in respect of declaration of dividends (whether interim or final) are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Demerged Company and/ or Resulting Company to demand or claim or be entitled to any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the Board of the Demerged Company and/ or Resulting Company and subject to approval, if required, of the shareholders of the Demerged Company and/ or Resulting Company, as the case may be.

## 16. BUSINESS UNTIL EFFECTIVE DATE

16.1 With effect from the date of approval of the Scheme by the respective Boards of the Parties and up to and including the Effective Date:

16.1.1 The Demerged Company with respect to the Demerged Undertaking shall carry on the business with reasonable diligence and business prudence and in the same manner as the Demerged Company had been doing hitherto and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for itself or on behalf of its affiliates or associates or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal in any of its properties/assets with respect to the Demerged Undertaking, except in case:

- (a) such action is expressly provided in this Scheme; or
- (b) such action is in the ordinary course of business; or
- (c) written consent of the Resulting Company has been obtained in relation to such action.

16.1.2 Except with written consent of the Resulting Company, the Demerged Company with respect to the Demerged Undertaking shall not alter or substantially expand its business or undertake:

- (a) any material decision in relation to its business and affairs and operations other than that in the ordinary course of business;
- (b) any agreement or transaction (other than an agreement or transaction in the ordinary course of business); and
- (c) any new business, or discontinue any existing business or change the capacity of facilities other than that in the ordinary course of business, as the case may be.

16.1.3 The Resulting Company shall be entitled, pending the sanction of the Scheme, to apply to the Appropriate Authorities concerned as necessary under the Applicable Law for such consents, approvals and sanctions which the Resulting Company may require to carry on the business of the Demerged Company and to give effect to the Scheme.

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

16.2.1 The Demerged Company with respect to the Demerged Undertaking shall be deemed to have been carrying on and shall carry on its business and activities and shall be



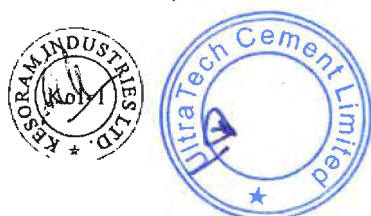


deemed to have held and stood possessed of and shall hold and stand possessed of the assets for and on account of, and in trust for the Resulting Company;

- 16.2.2 All profits or income arising or accruing to the Demerged Company with respect to the Demerged Undertaking and all Taxes paid thereon (including but not limited to advance tax, tax deducted or collected at source, minimum alternate tax, dividend distribution tax, securities transaction tax, taxes withheld/ paid in a foreign country, etc.) or losses arising or incurred by the Demerged Company with respect to the Demerged Undertaking shall, for all purposes, be treated as and deemed to be the profits or income, Taxes or losses, as the case may be, of the Resulting Company; and
- 16.2.3 All loans raised and all liabilities and obligations incurred by the Demerged Company with respect to the Demerged Undertaking, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the Resulting Company and to the extent they are outstanding on the Effective Date, shall also, without any further act or deed be and be deemed to become the debts, liabilities, duties and obligations of the Resulting Company.
- 16.2.4 All *inter-se* transactions amongst Demerged Undertaking and Resulting Company shall be considered as transactions from Resulting Company to itself and be cancelled on the Effective Date, subject to the other provisions of this Scheme.

Notwithstanding the foregoing, inter se transactions of supply or receipt of goods and services amongst the Demerged Undertaking and Resulting Company between the Appointed Date and the Effective Date shall be subject to taxation in accordance with the provisions of the Section 87 and other applicable provisions of the Central Goods and Service Tax Act, 2017.

- 16.3 Except with written consent of the Resulting Company, the Demerged Company in relation to the Demerged Undertaking shall not:
- (a) waive, defer or release any rights that it may have against any Person or any obligations that a Person may have towards the Demerged Company, other than in the ordinary course of business; and
  - (b) commence or settle any litigation, dispute or claim which involves any amount in excess of INR 50,00,000 (Indian Rupees Fifty Lakhs) or admit any liability in any litigation, dispute or claim where such liability corresponds to any amount in excess of INR 50,00,000 (Indian Rupees Fifty Lakhs), as the case may be.
- 16.4 The Demerged Company with respect to the Demerged Undertaking shall not vary the terms and conditions of employment of any of its employees without the written consent of the Resulting Company, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken by the Demerged Company.
- 16.5 For the purpose of giving effect to the order passed under Sections 230 to 232 and other applicable provisions of the Act in respect of this Scheme by the Tribunal, the Resulting Company shall, at any time pursuant to the orders approving this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the demerger of the Demerged Undertaking, in accordance with the provisions of Sections 230 to 232 of the Act. The Resulting Company shall always be deemed to have been authorized to execute any pleadings,



applications, forms, etc., as may be required to remove any difficulties and facilitate and carry out any formalities or compliances as are necessary for the implementation of this Scheme. For the purpose of giving effect to the vesting order passed under Section 232 of the Act in respect of this Scheme, the Resulting Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges and fulfil all its obligations in relation to or applicable to all immovable properties including mutation and/or substitution of the ownership or the title to or interest in the immovable properties which shall be made and duly recorded by the Appropriate Authorities in favour of the Resulting Company, as the case may be, pursuant to the sanction of the Scheme by the Tribunal and upon the effectiveness of this Scheme in accordance with the terms hereof, without any further act or deed to be done or executed by the Resulting Company. It is clarified that the Resulting Company shall be entitled to engage in such correspondence and make such representations, as may be necessary, for the purposes of the aforesaid mutation and/or substitution.

**17. FACILITATION PROVISIONS**

Immediately upon the Scheme being effective, the concerned Parties shall enter into agreements as may be necessary, inter alia in relation to use by the Parties of office space, infrastructure facilities, information technology services, security personnel, trademarks and other intellectual property rights, legal, administrative and other services, etc. on such terms and conditions that may be mutually agreed between them.

**18. PROPERTY IN TRUST**

Notwithstanding anything contained in this Scheme, on or after the Effective Date, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom pertaining to the Demerged Undertaking are transferred, vested, recorded, effected and/ or perfected, in the records of any Appropriate Authority, regulatory bodies or otherwise, in favour of the Resulting Company, the Resulting Company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement as if it were the owner of the property or asset or as if it were the original party to the license, approval, permission, contract or agreement. It is clarified that till entry is made in the records of the Appropriate Authorities and till such time as may be mutually agreed by the Demerged Company and the Resulting Company, the Demerged Company will continue to hold the property and/or the asset, license, permission, approval, contract or agreement and rights and benefits arising therefrom, as the case may be, in trust for and on behalf of the Resulting Company.

**19. APPLICATIONS/PETITIONS TO THE TRIBUNAL**

19.1 The Parties shall dispatch, make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act before the Tribunal, under whose jurisdiction, the registered offices of the respective Parties are situated, for sanction of this Scheme under the provisions of the Applicable Law and shall apply for such approvals as may be required under the Applicable Law.

19.2 The Parties shall be entitled, pending the sanction of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals which the Demerged Company and the Resulting Company may require to own the assets and/or liabilities of the Demerged Undertaking and to carry on the business of the Demerged Undertaking.



## 20. MODIFICATION OR AMENDMENTS TO THIS SCHEME

- 20.1 On behalf of each of the Demerged Company and the Resulting Company, the Board of the respective companies acting themselves or through authorized Persons, may consent jointly but not individually, on behalf of all Persons concerned, to any modifications or amendments of this Scheme at any time and for any reason whatsoever, or to any conditions or limitations that the Tribunal or any other Appropriate Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by all of them (i.e., the Boards of the Demerged Company and the Resulting Company) and solve all difficulties that may arise for carrying out this Scheme and do all acts, deeds and things necessary for putting this Scheme into effect.
- 20.2 For the purpose of giving effect to this Scheme or to any modification thereof, the Boards of the Demerged Company and the Resulting Company acting themselves or through authorized Persons may jointly but not individually, give and are jointly authorised to give such directions including directions for settling 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.

## 21. CONDITIONS PRECEDENT

- 21.1 Unless otherwise decided (or waived) by the relevant Parties, the Scheme is conditional upon and subject to the following conditions precedent:
- 21.1.1 the Resulting Company having received the approval from the CCI (or any appellate authority in India which has appropriate jurisdiction) under the Competition Act, 2002 in respect of the Scheme, where such approval (including any conditions set out in the approval granted by the CCI) are to the satisfaction and as acceptable to the Resulting Company; and any conditions contained in such approval (or deemed approval) that are required to be satisfied at any time prior to the Effective Date having been so satisfied (or, where applicable, waived, if permitted under Applicable Law);
- 21.1.2 obtaining no-objection/ observation letter from the Stock Exchanges in relation to the Scheme under Regulation 37 and Regulation 59A of the SEBI LODR Regulations;
- 21.1.3 approval of the Scheme by the requisite majority of each class of shareholders of the Demerged Company and the Resulting Company and such other classes of Persons relating to the Parties, if any, as applicable or as may be required under the Act and as may be directed by the Tribunal;
- 21.1.4 the Parties, as the case may be, complying with other provisions of the SEBI Circular, including seeking approval of the shareholders of the Demerged Company and the Resulting Company through e-voting, as applicable. The Scheme shall be acted upon only if the votes cast by the public shareholders of the Demerged Company in favour of the proposal contemplated herein are more than the number of votes cast by the public shareholders of the Demerged Company against the proposal contemplated herein, as required under the SEBI Circular and if the votes cast by the public shareholders of the Resulting Company in favour of the proposal contemplated herein are more than the number of votes cast by the public shareholders of the Resulting Company against the proposal contemplated herein, as required under the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;



- 21.1.5 the sanctions and orders of the Tribunals, under Sections 230 to 232 of the Act being obtained by the Demerged Company and the Resulting Company;
- 21.1.6 certified/authenticated copies of the orders of the Tribunal, sanctioning the Scheme, being filed with the concerned RoC having jurisdiction over the Parties by all the Parties;
- 21.1.7 the Demerged Company having obtained all consents and approvals from the Appropriate Authorities as required for the transfer of the mining leases entered into by the Demerged Company in favour of the Resulting Company and the Demerged Company having taken all such actions required to be completed for the transfer of the mining leases in favour of the Resulting Company; and
- 21.1.8 any other matters expressly agreed as conditions precedent to the effectiveness of the Scheme as amongst the Parties in writing.
- 21.2 On the approval of this Scheme by the shareholders of the Demerged Company and the Resulting Company and such other classes of Persons relating to the said companies, if any, pursuant to Clause 21.1, such shareholders and classes of Persons shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the demerger set out in this Scheme, related matters and this Scheme itself.
- 22. NON-RECEIPT OF APPROVALS AND REVOCATION/WITHDRAWAL OF THIS SCHEME**
- 22.1 Parties, acting jointly, shall be at liberty to withdraw the Scheme, any time before the Scheme is effective.
- 22.2 In the event of withdrawal of the Scheme under Clause 22.1 above, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Parties or their respective shareholders or creditors or employees or any other Person.
- 22.3 In the event of any of the requisite sanctions and approvals not being obtained on or before such date as may be agreed to by the Parties, this Scheme shall become null and void and each Party shall bear and pay its respective costs, charges and expenses for and/ or in connection with this Scheme.
- 23. COSTS, EXPENSES AND TAXES**
- 23.1 Parties have agreed to bear the costs, charges and expenses (including, but not limited to, any taxes and duties, registration charges, etc.) in relation to carrying out, implementing and completing the terms and provisions of this Scheme and/or incidental to the completion of this Scheme in the following manner:
- 23.1.1 The Resulting Company shall bear and pay all stamp duties, transfer fees (including any fees with respect to transfer of mining leases from the Demerged Company in favour of the Resulting Company), registration costs and any fees payable to the CCI arising from or in connection with the Scheme provided that any stamp duty, transfer fee, registration cost, any other amount to be paid to any Person (including any Appropriate Authority) or any liability which relates to the period prior to the Effective Date and which is required to be paid or settled by the Demerged Company under the Applicable Law or an agreement with any Person shall be borne and paid by the Demerged Company even if it arises from or is connected to the Scheme; and



23.1.2 all other costs, charges and expenses (including, but not limited to, any taxes and duties etc.) in relation to carrying out, implementing and completing the terms and provisions of this Scheme and/or incidental to the completion of this Scheme shall be borne by the respective Parties.

**24. SAVING OF CONCLUDED TRANSACTIONS**

Nothing in this Scheme shall affect any transaction or proceedings already concluded or liabilities incurred by the Demerged Company in relation to the Demerged Undertaking until the Effective Date, to the end and intent that the Resulting Company shall accept and adopt all acts, deeds and things done and executed by the Demerged Company in respect thereto as done and executed on behalf of the Resulting Company.



## SCHEDULE 1

### DETAILS OF THE DEMERGED UNDERTAKING

The Demerged Undertaking shall mean the Sedam plant in the State of Karnataka, Basant Nagar plant in the State of Telangana, Solapur Packing unit in the State of Maharashtra and land acquired at Solapur in the State of Maharashtra on a going concern basis on the Appointed Date and shall include:

- (1) All assets and properties pertaining to the:
- Integrated cement manufacturing unit at Sedam situated in the state of Karnataka and Basant Nagar situated in the state of Telangana;
  - Cement packing unit at Solapur situated in the state of Maharashtra; and
  - Land at Solapur situated in the state of Maharashtra.

All land as set out in **Schedule 1A** hereto and all buildings and all mining, heavy equipment, heavy and light vehicles set out in **Schedule 1B** and all other assets as detailed in the fixed assets register of the above units.

- (2) The integrated unit located at **Sedam, Karnataka** and as part of such integrated unit:
- All the mines including applications for mining leases with all necessary licenses, approvals, clearances, all mine infrastructures standing on the mining lease land and surface rights; all letters of intent; all prospecting licenses, whether already granted or under application, totalling to 2218.16 Acres (897.86 Ha);

- (ii) Land already acquired (as per Schedule 1A) and land in process of acquisition: -

Sl. No.	Type of Land	Area (Ha)
1	Mines	310.12
2	Colony	66.36
3	Factory & others	160.21
	<b>Total</b>	<b>536.69</b>

- (iii) Land in the process of acquisition 587.74 Ha out of which GO granted by Karnataka government on 15/01/2021 for 193.84 Ha (479-26 Acres).

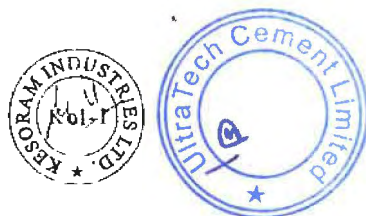
- (iv) Letter of Intent for 897.86 Ha for mining which includes Govt revenue land (5.26 Ha), agricultural private land (892.60 Ha)

- (v) **Pyro**: Four lines of total clinker capacity of 15,200 TPD.

- Line-1: 5 stage, single string, in-line calciner kiln of 2400 TPD. (M/s TKIL)
- Line-2: 5 stage, single string, in-line calciner kiln of 3500 TPD (M/s TKIL)
- Line-3&4: 6 stage, single string, in-line calciner kiln of 4650 TPD (M/s FLS)

- (vi) **Cement Mill**: Four mills of total 9 MTPA capacity, combi closed circuit with ball mill and roller press PM-17/10-7 with Sepol HR and Sepol NSV (M/s TKIL)

- (vii) **Raw Mill**: Unit-1 VRM RM 43/21 of 160 TPH, unit-2 VRM 51/26 of 260 TPH, unit-3&4 Roller press PM-21/16-9 of 300 TPH each (M/s TKIL)



- (viii) **Coal Mill:** Unit-1 VRM RMK 21/10/28 of 19 TPH (M/s TKIL), unit-2 RMK 23/11/35 of 25 TPH (M/s TKIL), unit-3 MPS 2800 BK of 35 TPH (M/s Gebr Pfeiffer) and unit-4 MPS 2800 BK of 40 TPH (M/s Gebr Pfeiffer)
- (ix) **Packing Plant (Bag & Bulk):** unit-1 rotary packer single discharge (120 TPH)- 2 Nos, unit-2 rotary packer single discharge (120 TPH)- 4 Nos, unit-3&4 rotary packer double discharge (180 TPH)- 2 Nos each with truck and wagon loading facility. (M/s EEL)
- (x) **Limestone Crushers:** 1) L&T Make, 800 TPH; 2) TKIL Make, 1400 TPH
- (xi) **Additive crushers:** 1) Sayyaji Make, 30 TPH; 2) Elecon Make, 200 TPH
- (xii) **Coal Wagon tippers:** 2 No's L&T Make, 750 TPH
- (xiii) Material handling equipment, compressors, Water treatment plant, Wagon/Truck Loading System including pumps and pipelines.
- (xiv) Coal based thermal **captive power plants** 5 No's of total 79.2 MW. (15.7 MW+9.5 MW+18MW+18MW+18 MW)
- (xv) Limestone belt Conveyor of approximately 1.5 km and 1450 tph
- (xvi) Staff & Workers colony including family accommodation as currently in existence

(3) The integrated unit located at **Basant Nagar, Telangana** and, as part of such integrated unit:-

- (i) All the mines including applications for mining leases with all necessary licenses, approvals, clearances, all mine infrastructures standing on the mining lease land, and surface rights; all letters of intent; all prospecting licenses, whether already granted or under application, totaling to 394.87 Ha;
- (ii) Land already acquired (as per Schedule 1A)

Sl. No.	Type of Land	Area (Ha)
1	Mines	79.52
2	Plant & Other Infrastructure	315.35
	<b>Total</b>	<b>394.87</b>

- **Pyro processing:** Two lines of total clinker capacity of 3450 TPD.
  - Line-1: 5 stage, double string, Separate-line Calciner kiln of 1750 TPD. (M/s ABL)
  - Line-2: 5 stage, single string, Separate-line Calciner kiln of 1700 TPD (M/s ABL)
- **Cement Mill:** Three mills of total 1.75 MTPA capacity, ball mill X 3 Nos (M/s ABL)



with VRPM

- **Raw Mill:** Unit-1 ball mill 3.4 m dia x 8.425 m of 75 TPH, Unit-2 ball mill 3.4 m dia x 8.425 m of 75 TPH and Unit-3 ball mill 3.40 m dia x 9.59 m of 78 TPH (M/s ABL)
- **Coal Mill:** Unit-1 ball mill 2.7 m dia x 4.8 m of 12.0 TPH (M/s Kawasaki) and Unit-2 ball mill 2.8 m dia x 4.2 m of 12.0 TPH (M/s ABL)
- **Packing Plant (Bag & Bulk):** rotary packer single discharge (120 TPH)- 4 Nos with truck and wagon loading facility. (M/s EEL)
- Material handling equipment's, compressor house, Water treatment plant including pumps and pipelines.
- Coal based **thermal captive power plants** of 15.7 MW capacity.
- Staff & Workers colony including family accommodation, bachelor accommodation as currently in existence

(4) The **Packing unit located at Solapur, Maharashtra** and, as part of such integrated unit:

- (i) The plant site measuring 1.20Ha (12000 Square meter) taken on lease from Maharashtra Industrial Development Corporation (MIDC), Solapur.
- (ii) Rotary packer single discharge (120 TPH)- 1 Nos (M/s EEL) with truck and bulk loading facility with 2 silos of 500 MT.
- (iii) Packing facility including DG set of 380 KVA, Compressors etc.
- (iv) Buildings like Administrative office, Technical Office, Stores Building, Canteen etc.

(5) The **Land at Solapur Maharashtra** of 169.60 Ha (419 Acres 4 Gunta) and all related approvals including, permission from Mumbai Tenancy and Agricultural Land Act 1948 vide extended permission letter No. DI/Land/Permission/41(2010)/2022/C-9078 dated 19/07/2022.





**Schedule 1A**

Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	1	627	12	38
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	2	628/1	6	20
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	3	628/2	6	21
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	4	629	14	10
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	5	630/1&2	9	23
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	6	631	7	25
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	7	632/1	14	27
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	8	632/2	1	04
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	9	633	3	23
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	10	634	22	12
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	11	635	16	36
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	12	636	14	27
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	13	637/1&2	29	29
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	14	638	23	12
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	15	639	26	22
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	16	640	21	04



Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
		Machinery) "P&M"				
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	17	641/1	5	37
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	18	641/2	4	09
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	19	641/3	5	18
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	20	641/4	16	04
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	21	642	22	11
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	22	643	14	07
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	23	644/1	6	06
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	24	644/2	13	15
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	25	656	21	05
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	26	657	19	18
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	27	645/1	3	32
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	28	645/2&3	16	25
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	29	650/1	5	31
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	30	650/2	8	20
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	31	651	17	08
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	32	653/1&2	10	13



Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
		Machinery) "P&M"				
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	33	654/1, 2&3	25	25
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	34	655	13	27
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	35	658	11	20
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	36	659/1, 2&3	17	24
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	37	665	6	15
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	38	666	30	37
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	39	667/1&2	12	27
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	40	913 (2) (Part)	2	13
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	41	908/2A, 2B, 2C & 2D	1	26
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	42	620/1 (Part)	0	04
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	43	621 (Part)	1	02
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	44	611 (Part)	3	11
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	45	625 (Part)	2	12
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	46	609 (Part)	2	34
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	47	608 (Part)	3	24
Sedam/Gulbarga	Sedam/Sedam	Factory, Colony & Building (Plant & Machinery) "P&M"	48	907 (Part)	1	22

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Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
		Machinery) "P&M"				
Sedam, Karnataka				Total	558	35

Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
Satapatnahalli/Gulbarga	Sedam	Building	1	Survey No. 6	1	0

Village/District	Taluka/Hobli	Description	S.N.	GAT NO	ACRES - Guntas
Hotagi/Solapur	South Solapur	Land	1	381/2A	1.26
Hotagi/Solapur		Land	2	373/2	12.3
Hotagi/Solapur		Land	3	369/3	6.02
Hotagi/Solapur		Land	4	381/1	3.2
Hotagi/Solapur		Land	5	387/1	10.37
Hotagi/Solapur		Land	6	387/2	10.02
Hotagi/Solapur		Land	7	369/1	6.03
Hotagi/Solapur		Land	8	369/2	5.36
Hotagi/Solapur		Land	9	370/1A	3.01
Hotagi/Solapur		Land	10	371/3	5.23
Hotagi/Solapur		Land	11	372/3	3.27
Hotagi/Solapur		Land	12	371/2	4.22
Hotagi/Solapur		Land	13	388/2	5.15
Hotagi/Solapur		Land	14	384/4	2.12
Hotagi/Solapur		Land	15	29/3/A	2.01
Hotagi/Solapur		Land	16	372/2	3.18
Hotagi/Solapur		Land	17	388/3	7
Hotagi/Solapur		Land	18	376/2	3.22
Hotagi/Solapur		Land	19	370/1/B/1	7.03
Hotagi/Solapur		Land	20	392/1	6.3
Hotagi/Solapur		Land	21	371/1B	1.21
Hotagi/Solapur		Land	22	372/1B	1.05
Hotagi/Solapur		Land	23	371/1C	1.24
Hotagi/Solapur		Land	24	372/1C	1.08
Hotagi/Solapur		Land	25	391	12.23
Hotagi/Solapur		Land	26	390	2.32
Hotagi/Solapur		Land	27	373/1B	4.22
Hotagi/Solapur		Land	28	374	17.12
Hotagi/Solapur		Land	29	384/2	2.12
Hotagi/Solapur		Land	30	384/3	2.12



Village/District	Taluk a/Ho bli	Description	S.N.	GAT NO	ACRES - Guntas
Hotagi/Solapur		Land	31	392/2C	8.3
Hotagi/Solapur		Land	32	381/2B	2.03
Hotagi/Solapur		Land	33	375/3	3.22
Hotagi/Solapur		Land	34	379/1	3.01
Hotagi/Solapur		Land	35	379/2	5.16
Hotagi/Solapur		Land	36	376/1	3.22
Hotagi/Solapur		Land	37	375/1	3.13
Hotagi/Solapur		Land	38	380/1A	3.21
Hotagi/Solapur		Land	39	380/1B	2.01
Hotagi/Solapur		Land	40	380/2A	2.01
Hotagi/Solapur		Land	41	376/3	3.21
Hotagi/Solapur		Land	42	29/2/B	3.05
Hotagi/Solapur		Land	43	380/2B	3.2
Hotagi/Solapur		Land	44	29/3/B	4.05
Hotagi/Solapur		Land	45	383/1	3.07
Hotagi/Solapur		Land	46	382	2.07
Hotagi/Solapur		Land	47	383/2	4.01
Hotagi/Solapur		Land	48	392/2/B	10
Hotagi/Solapur		Land	49	371/1A	1.21
Hotagi/Solapur		Land	50	372/1A	1.05
Hotagi/Solapur		Land	51	392/2D	8.31
Hotagi/Solapur		Land	52	370/2	15
Hotagi/Solapur		Land	53	392/2A	9
Hotagi/Solapur		Land	54	375/2	3.13
Hotagi/Solapur		Land	55	384/1	2.12
Hotagi/Solapur		Land	56	370/1/B/2	7.19
Hotagi/Solapur		Land	57	388/1	5.23
Hotagi/Solapur		Land	58	29/2/A	3.01
Hotagi/Solapur		Land	59	44955	6.06
Hotagi/Solapur		Land	60	363/1B	7.02
Hotagi/Solapur		Land	61	355/2B	5.06
Hotagi/Solapur		Land	62	360/2	2.15
Hotagi/Solapur		Land	63	355/4	2.01
Hotagi/Solapur		Land	64	363/2	15.14
Hotagi/Solapur		Land	65	363/IE	5
Hotagi/Solapur		Land	66	355/3A	5.02
Hotagi/Solapur		Land	67	363/1C	7.02
Hotagi/Solapur		Land	68	355/3B/1	2.25
Hotagi/Solapur		Land	69	355/3B/2	2.25
Hotagi/Solapur		Land	70	355/2A	5.06
Hotagi/Solapur		Land	71	359/2	3.15
Hotagi/Solapur		Land	72	359/1	3.16
Hotagi/Solapur		Land	73	358/3B	3.01



Village/District	Taluka/Hobli	Description	S.N.	GAT NO	ACRES - Guntas
Hotagi/Solapur		Land	74	355/4	1.1
Hotagi/Solapur		Land	75	358/3A/1	4.18
Hotagi/Solapur		Land	76	358/3A/2	1.15
Hotagi/Solapur		Land	77	385/1	12.2
Hotagi/Solapur		Land	78	385/2	10
Hotagi/Solapur		Land	79	386	27.35
<b>Hotagi/Solapur, Maharashtra</b>				<b>TOTAL</b>	<b>419 Acre 40 Guntas</b>

Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acres	Guntas
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	1	310/1	1	30
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	2	356	9	33
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	3	334 - 2 26	4	34
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		297/1 - 0 04		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		354/1 - 2 04		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	4	324, 92, 295, 335	18	7
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	5	79 - 3 15	9	1
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		84/1 - 5 26		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	6	311	3	9
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	7	110	8	26
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	8	85, 105, 111, 325	25	38
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	9	569	1	0



Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
apally)						
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	10	535 - 1 0	2	0
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		453/4 - 1 0		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	11	578	1	29
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	12	442	3	34
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	13	576	3	34
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	14	530	4	0
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	15	577	4	26
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	16	574	2	29
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	17	492	1	33
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	18	453/5A	0	35
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	19	533	1	34
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	20	572	3	0
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	21	453/3	0	17
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	22	579 - 1 19	18	1
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		577/2 - 1 01		



Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		567 - 15 21		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	23	532	4	0
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	24	491	1	8
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	25	446	1	0
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	26	534	1	0
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	27	83	3	0
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	28	444	2	0
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		568 - 8 02	17	23
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	29	570 - 5 25		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		571 - 3 36		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	30	571	1	5
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	31	571	1	4
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	32	571	0	10
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	33	95, 96	9	6
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		309 - 4 32	6	22
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	34	310/2 - 1 30		





Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	35	89/1	5	34
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	36	89/2	5	34
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	37	106/2	3	22
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	38	108	1	7
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	39	113	13	26
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	40	99, 101, 104	9	5
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	41	351	5	15
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	42	353, 86/2	8	37
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	43	81/2	4	35
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	44	84/2, 106/1	9	6
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	45	98	3	35
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	46	342/1, 357	2	39
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	47	342/2	4	0
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	48	334 - 3 31	8	16
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		86/1 - 4 25		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	49	90, 337, 338, 339	43	19



Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	50	93, 94	5	7
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	51	97	6	7
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	52	100	4	12
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	53	102	3	6
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	54	312, 103	3	39
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	55	313	7	35
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	56	316	4	23
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	57	317, 91, 341	22	3
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	58	319	4	19
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	59	320	4	23
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	60	322, 109, 333, 355	6	39
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	61	323	1	6
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	62	327	1	15
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	63	328, 329	5	9
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	64	83, 330, 331	13	0
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	65	354/2, 297/2	2	7



Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	66	332	3	31
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	67	336, 296, 112	10	33
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	68	340	2	24
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	69	80	9	20
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	70	322/2, 82	15	36
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	71	87, 88	6	15
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	72	81/1	4	35
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	73	453/3	0	35
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	74	61 - 5 26	8	26
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		77 - 3 00		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	75	54	10	26
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	76	53	7	24
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	77	55	13	34
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	78	56	13	32
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	79	57	4	21
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	80	58	5	11



Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	81	59 - 14 14	18	5
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		64 - 3 31		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	82	85/4 - 0 36	7	32
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		85/5 - 0 24		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		60 - 6 12		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	83	61 - 11 04	15	26
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		85/3 - 4 22		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	84	65 - 0 11	3	13
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		66 - 3 02		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	85	63	3	24
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	86	67 - 5 39	18	12
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		71 - 6 03		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		73 - 5 20		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		74A - 0 30		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	87	70 - 5 39	9	19
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		72 - 3 20		



Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	88	74B - 0 30	11	22
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		75 - 9 32		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		85/6 - 1 00		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	89	76	10	27
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	90	77	11	37
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	91	78, 79	18	35
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	92	80	14	4
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	93	81	8	21
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	94	81	8	20
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	95	82 - 4 22	9	22
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		85/2 - 5 00		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	96	86	22	39
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	97	87	21	9
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	98	88	9	15
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	99	90 - 0 35	1	34
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		89 - 0 39		



Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	100	91	7	33
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	101	93	1	7
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	102	345	0	4
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	103	345	0	1
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	104	563	6	11
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	105	62	5	7
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	106	453/5A - 0 35	1	23
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"		445 - 0 28		
Palakurthi/Karimnagar(Pedapally)	Pedapalli	Cement Factory, Plant and Machinery "P&M"	107	84 - 7 14	7	14
<b>Palakurthi/Pedapalli, Telengana</b>				<b>TOTAL</b>	<b>779</b>	<b>27</b>

Village/District	Mandal	Usage of land	SL NO	SURVEY NO	AREA	
					Acres	Gnts
Thakalpalli/Pedapalli	Palakurthy	Mining	1	1169/B	0 .25 ½	
Thakalpalli/Pedapalli	Palakurthy	Mining	2	114	0 .19 ½	
Thakalpalli/Pedapalli	Palakurthy	Mining	3	190/3	1	
Thakalpalli/Pedapalli	Palakurthy	Mining	4	1165/B	0.26 ¼	
Thakalpalli/Pedapalli	Palakurthy	Mining	5	188	2 .00	
Thakalpalli/Pedapalli	Palakurthy	Mining	6	1165/A	0 .26 ¼	
Thakalpalli/Pedapalli	Palakurthy	Mining	7	1167	1.2	
Thakalpalli/Pedapalli	Palakurthy	Mining	8	114/C	0.2	



Village/District	Mandal	Usage of land	SL NO	SURVEY NO	AREA	
					Acres Gnts	
edapalli						
Thakalpalli/P edapalli	Palakurthy	Mining	9	192	3	
Thakalpalli/P edapalli	Palakurthy	Mining	10	190/1	6.02	
Thakalpalli/P edapalli	Palakurthy	Mining	11	185/E	1.34	
Thakalpalli/P edapalli	Palakurthy	Mining	12	1169/A	0.25 ½	
Thakalpalli/P edapalli	Palakurthy	Mining	13	1169/C	0.25 ½	
Thakalpalli/P edapalli	Palakurthy	Mining	14	114/B	0.2	
Thakalpalli/P edapalli	Palakurthy	Mining	15	1166	2.11	
Thakalpalli/P edapalli	Palakurthy	Mining		1154	1.37 ½	
Thakalpalli/P edapalli	Palakurthy	Mining	16	1167	1.18	
Thakalpalli/P edapalli	Palakurthy	Mining	17	1186	1.31	
Thakalpalli/P edapalli	Palakurthy	Mining	18	1165/C	0.26 ½	
Thakalpalli/P edapalli	Palakurthy	Mining	19	190/6	1	
Thakalpalli/P edapalli	Palakurthy	Mining	20	1187	4.14	
Thakalpalli/P edapalli	Palakurthy	Mining		1197	0.27 ½	
Thakalpalli/P edapalli	Palakurthy	Mining		1200	2.2	
Thakalpalli/P edapalli	Palakurthy	Mining		1202	3.34	
Thakalpalli/P edapalli	Palakurthy	Mining	21	185 A	3.35	
Thakalpalli/P edapalli	Palakurthy	Mining		186	0.31	
Thakalpalli/P edapalli	Palakurthy	Mining	22	1185/F	1.33	
Thakalpalli/P edapalli	Palakurthy	Mining	23	1185/F	1.33	
Thakalpalli/P edapalli	Palakurthy	Mining	24	1157	3.14	
				<b>TOTAL</b>	<b>52.05</b>	
	<b>Mandal</b>					
Thakkalpalli/Pedapalli	Palakurthy	Mining	1	1167/E	1.12 ½	



Village/District	Mandal	Usage of land	SL NO	SURVEY NO	AREA	
					Acres	Gnts
Thakkalapalli/ Pedapalli	Palakurthy	Mining	2	1185/D	1.33	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	3	1152/B	5.13	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	4	1167/D	0.25 ½	
Thakkalapalli/ Pedapalli	Palakurthy	Mining			0.26 1.11 ½	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	5	1168	1.03	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	6	1187/A	5.23 ½	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	7	1187/B	5.23 ½	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	8	1185/C	1.34	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	9	1186/3	1.08	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	10	1192/B	1.05	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	11	1167/F	0.25 ½	
Thakkalapalli/ Pedapalli	Palakurthy	Mining		1165/K	0.26 1.11 ½	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	12	1153/2	3.32	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	13	1169/E2	0.25 ½	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	14	1198	1.05	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	15	1169/FC K	3.08	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	16	1169/E3	0.25 ½	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	17	1151/3	1.04	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	18	1151/2	1.04	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	19	1151/4	1.04	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	20	1151/1	1.04	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	21	1166/2	2.12	
Thakkalapalli/ Pedapalli	Palakurthy	Mining		1157/1	3.15	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	22	1151/5	1.04	





Village/District	Mandal	Usage of land	SL NO	SURVEY NO	AREA	
					Acres	Gnts
Pedapalli						
Thakkalapalli/ Pedapalli	Palakurthy	Mining	23	1168	1.04	
Thakkalapalli/ Pedapalli	Palakurthy	Mining	24	179/B	2.39	
		<b>Thakkalapalli/Pedapalli</b>		<b>TOTAL</b>	<b>52.05</b>	

Village/District	Mandal	Usage of land	SL NO	SURVEY NO	Admeasuring Extent	
					Acres	Guntas
Thakkalapalli/ Pedapalli	Ramagundam	Mining	1	573	9	3
Thakkalapalli/ Pedapalli	Ramagundam	Mining	2	52	2	38.5
Thakkalapalli/ Pedapalli	Ramagundam	Mining	3	52	2	1
Thakkalapalli/ Pedapalli	Ramagundam	Mining	4	44	0	25
Thakkalapalli/ Pedapalli	Ramagundam	Mining	5	45	5	20
Thakkalapalli/ Pedapalli	Ramagundam	Mining		46		
Thakkalapalli/ Pedapalli	Ramagundam	Mining	6	69	15	24
Thakkalapalli/ Pedapalli	Ramagundam	Mining	7	105	1	23
Thakkalapalli/ Pedapalli	Ramagundam	Mining	8	45	5	1
Thakkalapalli/ Pedapalli	Ramagundam	Mining	9	96	1	26
Thakkalapalli/ Pedapalli	Ramagundam	Mining		95		
Thakkalapalli/ Pedapalli	Ramagundam	Mining	10	42	0	30
Thakkalapalli/ Pedapalli	Ramagundam	Mining	11	42	0	29
Thakkalapalli/ Pedapalli	Ramagundam	Mining	12	51	1	28
Thakkalapalli/ Pedapalli	Ramagundam	Mining	13	97	12	23
Thakkalapalli/ Pedapalli	Ramagundam	Mining		98		
Thakkalapalli/ Pedapalli	Ramagundam	Mining	14	52	2	38.5
Thakkalapalli/ Pedapalli	Ramagundam	Mining	15	44	1	38
Thakkalapalli/ Pedapalli	Ramagundam	Mining	16	95	0	27



Village/District	Mandal	Usage of land	SL NO	SURVEY NO	Admeasuring Extent	
					Acre	Guntas
Pedapalli	am					
Thakalapalli/ Pedapalli	Ramagundam	Mining		96		
Thakalapalli/ Pedapalli	Ramagundam	Mining	17	44	0	6
Thakalapalli/ Pedapalli	Ramagundam	Mining	18	1190/11	4	1
Thakalapalli/ Pedapalli	Ramagundam	Mining	19	51	1	28
Thakalapalli/ Pedapalli	Ramagundam	Mining	20	52	2	1
Thakalapalli/ Pedapalli	Ramagundam	Mining	21	287	7	34
Thakalapalli/ Pedapalli	Ramagundam	Mining	22	578	2	20
Thakalapalli/ Pedapalli	Ramagundam	Mining	23	352	1	31
Thakalapalli/ Pedapalli	Ramagundam	Mining	24	362	6	20
				<b>TOTAL</b>	<b>92</b>	
<b>Thakalapalli/Pedapalli</b>				<b>GRAND TOTAL</b>	<b>196 ACRE</b>	<b>5 GUNTA</b>
Village/District	Mandal/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
Bategera/Gulbarga, Sedam, Karnataka	Sedam	Mining	1	42/3B & 42/3C	4	
Village/District	Taluk/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
Injepalli/Gulbarga	Sedam	Mining	1	524/1 & 2	26	16
Injepalli/Gulbarga	Sedam	Mining	2	532	33	32
Injepalli/Gulbarga	Sedam	Mining	3	533/1 & 2	29	32
Injepalli/Gulbarga	Sedam	Mining	4	534	14	1



Village/District	Mandal	Usage of land	SL NO	SURVEY NO	Admeasuring Extent	
					Acre	Guntas
Injepalli/Gulbarga	Sedam	Mining	5	535	8	24
Injepalli/Gulbarga	Sedam	Mining	6	536	9	21
Injepalli/Gulbarga	Sedam	Mining	7	537	12	25
Injepalli/Gulbarga	Sedam	Mining	8	538/1&2	18	24
Injepalli/Gulbarga	Sedam	Mining	9	539/1&2	12	0
Injepalli/Gulbarga	Sedam	Mining	10	540	24	30
Injepalli/Gulbarga	Sedam	Mining	11	541/1 & 2	21	18
Injepalli/Gulbarga	Sedam	Mining	12	542	11	7
Injepalli/Gulbarga	Sedam	Mining	13	543	9	17
Injepalli/Gulbarga	Sedam	Mining	14	545	6	25
Injepalli/Gulbarga	Sedam	Mining	15	544	7	21
Injepalli/Gulbarga	Sedam	Mining	16	583	15	34
Injepalli/Gulbarga	Sedam	Mining	17	584	10	34
Injepalli/Gulbarga	Sedam	Mining	18	585	19	13
Injepalli/Gulbarga	Sedam	Mining	19	586	11	18
Injepalli/Gulbarga	Sedam	Mining	20	1	18	1



Village/District	Mandal	Usage of land	SL NO	SURVEY NO	Admeasuring Extent	
					Acre	Guntas
Injepalli/Gulbarga	Sedam	Mining	21	2	11	19
Injepalli/Gulbarga	Sedam	Mining	22	3	1	4
Injepalli/Gulbarga	Sedam	Mining	23	7	23	29
Injepalli/Gulbarga	Sedam	Mining	24	8	3	17
Injepalli/Gulbarga	Sedam	Mining	25	9/1/2 & /3	7	11
Injepalli/Gulbarga	Sedam	Mining	26	90	20	10
Injepalli/Gulbarga	Sedam	Mining	27	85	1	12
Injepalli/Gulbarga	Sedam	Mining	28	86	0	3
Injepalli/Gulbarga	Sedam	Mining	29	22	6	32
Injepalli/Gulbarga	Sedam	Mining	30	23	2	19
Injepalli/Gulbarga	Sedam	Mining	31	24	7	13
Injepalli/Gulbarga	Sedam	Mining	32	21	12	6
Injepalli/Gulbarga	Sedam	Mining	33	20	14	23
Injepalli/Gulbarga	Sedam	Mining	34	30	6	21
Injepalli/Gulbarga	Sedam	Mining	35	31	1	29
Injepalli/Gulbarga	Sedam	Mining	36	32	0	12



Village/District	Mandal	Usage of land	SL NO	SURVEY NO	Admeasuring Extent	
					Acre	Guntas
Injepalli/Gulbarga	Sedam	Mining	37	33/1/2 & /3	16	33
Injepalli/Gulbarga	Sedam	Mining	38	34/1 & /2	24	33
Injepalli/Gulbarga	Sedam	Mining	39	35	8	15
Injepalli/Gulbarga	Sedam	Mining	40	36	8	11
Injepalli/Gulbarga	Sedam	Mining	41	37/1 & /2	25	10
Injepalli/Gulbarga	Sedam	Mining	42	38	17	6
Injepalli/Gulbarga	Sedam	Mining	43	40	16	7
Injepalli/Gulbarga	Sedam	Mining	44	19	5	8
Injepalli/Gulbarga	Sedam	Mining	45	18/1 & 2	5	25
Injepalli/Gulbarga	Sedam	Mining	46	17/1 & /2	14	2
Injepalli/Gulbarga	Sedam	Mining	47	16	15	27
Injepalli/Gulbarga	Sedam	Mining	48	15/1&/2	18	6
Injepalli/Gulbarga	Sedam	Mining	49	14/1/2/3 & 4	20	18
Injepalli/Gulbarga	Sedam	Mining	50	13	6	11
Injepalli/Gulbarga	Sedam	Mining	51	12/1/2& /3	15	25
Injepalli/Gulbarga	Sedam	Mining	52	11	3	29



Village/District	Mandal	Usage of land	SL NO	SURVEY NO	Admeasuring Extent	
					Acre	Guntas
Injepalli/Gulbarga	Sedam	Mining	53	10	13	25
<b>Injepalli, Sedam, Karnataka</b>				<b>TOTAL</b>	<b>677</b>	<b>24</b>
Village/District	Taluk/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
Injepalli/Kalaburgi	Sedam	Mining	1	28/01	3	39
Injepalli/Kalaburgi	Sedam	Mining	2	28/02	3	39
Injepalli/Kalaburgi	Sedam	Mining	3	25/04	3	10
Injepalli/Kalaburgi	Sedam	Mining	4	26/01	1	30
Injepalli/Kalaburgi	Sedam	Mining	5	25/02	3	10
Injepalli/Kalaburgi	Sedam	Mining	6	29/2	6	0
Injepalli/Kalaburgi	Sedam	Mining	7	29/01	3	10
Injepalli/Kalaburgi	Sedam	Mining	8	25/03	4	7
Injepalli/Kalaburgi	Sedam	Mining	9	26/02	1	0
Injepalli/Kalaburgi	Sedam	Mining	10	29/1	2	27
Injepalli/Kalaburgi	Sedam	Mining	11	29/1/3	3	
<b>Injepalli, Sedam</b>				<b>TOTAL</b>	<b>36</b>	<b>12</b>
Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	AREA	
					Acres	Gnts
Chincholi/Solapur, Maharashtra	MOHOL	Mining		Plot No T-3 in Chincholi Industrial Area	2 acre	96 gunta

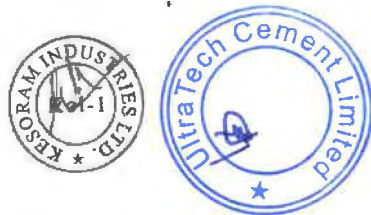
Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
Injepalli/Kalaburgi	Sedam	Mining	1	55/3	2	0
Injepalli/Kalaburgi	Sedam	Mining	2	55/1	2	0



Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
burgi						
Injepalli/Kalaburgi	Sedam	Mining	3	27/1	0	37
Injepalli/Kalaburgi	Sedam	Mining	4	27/3	1	28.5111
Injepalli/Kalaburgi	Sedam	Mining	5	27/5	1	28.5111
Injepalli/Kalaburgi	Sedam	Mining	6	27/2	2	13
Injepalli/Kalaburgi	Sedam	Mining	7	582/3	2	9
Injepalli/Kalaburgi	Sedam	Mining	8	582/2	2	9
Injepalli/Kalaburgi	Sedam	Mining	9	581/7	1	6
Injepalli/Kalaburgi	Sedam	Mining	10	591/1	0	21
Injepalli/Kalaburgi	Sedam	Mining	11	591/2	3	12
Injepalli/Kalaburgi	Sedam	Mining	12	581/4	1	7
Injepalli/Kalaburgi	Sedam	Mining	13	581/3	1	29
Injepalli/Kalaburgi	Sedam	Mining	14	546/6	0	20
Injepalli/Kalaburgi	Sedam	Mining	15	546/3	1	30
Injepalli/Kalaburgi	Sedam	Mining	16	546/2B	2	10
Injepalli/Kalaburgi	Sedam	Mining	17	591/3	1	0
Injepalli/Kalaburgi	Sedam	Mining	18	591/4	0	21
Injepalli/Kalaburgi	Sedam	Mining	19	582/1	0	20
Injepalli/Kalaburgi	Sedam	Mining	20	591/9	0	20
Injepalli/Kalaburgi	Sedam	Mining	21	591/7	1	31
Injepalli/Kalaburgi	Sedam	Mining	22	581/6	2	0
Injepalli/Kalaburgi	Sedam	Mining	23	589/3	2	11
Injepalli/Kalaburgi	Sedam	Mining	24	589/2	4	0
Injepalli/Kalaburgi	Sedam	Mining	25	589/1	4	0



Village/District	Taluka/Hobli	Usage of land	Sl. No.	Survey No.	Admeasuring Extent	
					Acre	Guntas
Injepalli/Kalaburgi	Sedam	Mining	26	590/1	4	14
<b>Injepalli, Sedam, Karnataka</b>				<b>TOTAL</b>	<b>48</b>	<b>17</b>
Village/District	Mandal	Usage of land	Sl. No.	Survey No.	AREA (Acre/Gunta)	
Putnur/Karimnagar, Telangana	Ramagundam	Mining	1	318,79 TO 133	191 acres	
Putnur/Karimnagar, Telangana	Ramagundam	Mining	1	493, 494, 706, 707, 708 of village Palakurthy & Putnur	570 acres	
Village/District	Mandal	Usage of land	Sl. No.	Survey No.	AREA (Acre)	
Putnur/Karimnagar	Palakuthi	Mining	1	1183/5	2	
Putnur/Karimnagar	Palakuthi	Mining	2	1167/G 1/1	0.15	
Putnur/Karimnagar	Palakuthi	Mining	3	1167/G 2/1	0.15	
Putnur/Karimnagar	Palakuthi	Mining	4	1165/H/1	1.39	
Putnur/Karimnagar	Palakuthi	Mining	5	116/1	0.32	
Putnur/Karimnagar	Palakuthi	Mining	6	116/1	0.32	
Putnur/Karimnagar	Palakuthi	Mining	7	1184/3	2.03	
Putnur/Karimnagar	Palakuthi	Mining	8	1186/2	0.24	
<b>Putnur/Karimnagar, Telangana</b>				<b>TOTAL</b>	<b>9 acres</b>	





**FLATS**

SI No.	Description of Properties
1	1841 sq.ft. Ground Floor, South West Wing 'A' of Bharat Deluxe Apartments at No. 44/1A & 44/1B, Fair Field Layout, Race Course Road, Bangalore - 560 001.
2	1838 sq. ft. 2nd Floor, North East Wing 'C' of Bharat Deluxe Apartments at No. 44/1A & 44/1B, Fair Field Layout, Race Course Road, Bangalore - 560 001.
3	912 sq. ft. at 5-9-13 Saifabad, Hyderabad - 500 004 Office No. 410 Taramandal Complex.
4	1500 sq.ft. Flat situated at Anand Estate 2nd Floor 189A, Sane Guruji Marg, Mumbai - 400 011.
5	1350 sq ft, Flat situated at 3rd Floor, "Ceebras Garden", Door No. 76, C.P. Ramaswamy Iyer Road Near Kamraj Salai, Chennai-600028. Sale Deed No. 1741/1991 dated 18.09.1991 by and between Sri. V.N. Narasimhan & Kesoram Industries Ltd.
6	1235 sq ft, Flat situated at 3rd Floor, "Sun Plaza", Room No.1 , 19 G.N Chetty Road) T. Nagar Chennai-600017.



Schedule 1B

1. **SEDAM**

1.1. **Factory Building**

NO.	ASSET DESCRIPTION	UNIT NAME
<b>CEMENT PLANT</b>		
1	OLD CRUSHER BLDG	UNIT 1
2	SECONDARY CRUSHER	UNIT 1
3	RAW MILL HOPPERS	UNIT 1
4	RAW MCC / INST. LAB	UNIT 1
5	RAW MILL BLDG	UNIT 1
6	UNIT-I BAG HOUSE (ESP)	UNIT 1
7	UNIT-I BAG HOUSE	UNIT 1
8	RAW MILL FAN BUILDING	UNIT 1
9	PRE HEATER BUILDING	UNIT 1
10	COAL MILL BUILDING	UNIT 1
11	BLENDING SILO	UNIT 1
12	COMP. ROOM ATTACHED TO BLENDING SILO	UNIT 1
13	UNIT-I KILN CONTROL ROOM (G.F)	UNIT 1
14	COOLER ESP	UNIT 1
15	PCC ROOM	UNIT 1
16	CLINKER STOCK PILE	UNIT 1
17	UNIT-I SUB STATION	UNIT 1
18	UNIT-I CEMENT MILL HOPPERS (G.F)	UNIT 1
19	CEMENT MILL BUILDING	UNIT 1
20	CEMENT MILL MCC / CONTROL ROOM	UNIT 1
21	COMPRESSOR ROOM NEAR CEMENT SILOS	UNIT 1
22	CEMENT STORAGE SILOS (15.65 M DIA)	UNIT 1
23	GUNNY BAGS GODWON (G.F)	UNIT 1
24	TRUCK LOADING	UNIT 1
25	BULK LOADING	UNIT 1
26	PACKING PLANT BUILDING	UNIT 1
27	CLOSE CIRCUIT BUILDING (G.F)	UNIT 1
28	POLYCOM BUILDING (NEW) (GLF)	UNIT 1
29	LOAD CENTER (NEW) G.F	UNIT 1
30	WAGON LOADING SHED	UNIT 1
31	LATERITE SHEDS ( 3 Nos.)	UNIT 1
32	ADDITIVE STOCK PILE (RCC)	UNIT 2
33	RAW MILL HOPPERS (G.F)	UNIT 2
34	RAW MILL FAN	UNIT 2
35	BAG HOUSE FAN (NEW) G.F	UNIT 2
36	RAW MILL BUILDING	UNIT 2
37	BLENDING SILO	UNIT 2
38	PREHEATER BUILDING	UNIT 2



NO.	ASSET DESCRIPTION	UNIT NAME
39	CONDITIONING TOWER BESIDE PREHEATER	UNIT 2
40	LOAD CENTER BLDG. 2 LC1	UNIT 2
41	COAL MILL BUILDING	UNIT 2
42	GRATE COOLER BUILDING	UNIT 2
43	GRATE COOLER ESP	UNIT 2
44	COOLER ESP FAN	UNIT 2
45	GC ESP CHIMNEY	UNIT 2
46	CLINKER STOCK PILE	UNIT 2
47	2LC BLDG (CCR)	UNIT 2
48	CLINKER HOPPER	UNIT 2
49	SUB STATION BUILDING	UNIT 2
50	GYP SUM HOPPERS	UNIT 2
51	CEMENT MILL - MORTOR AREA	UNIT 2
52	2LC-3 BUILDING	UNIT 2
53	FLY ASH SILO	UNIT 2
54	HR SEPARATOR	UNIT 2
55	CEMENT STORAGE SILOS ( 3 NOS)	UNIT 2
56	PACKING PLANT BUILDING	UNIT 2
57	LATERITE SHEDS	UNIT 2
58	UNIT-II COAL SHED (Near Power Plant)	UNIT 2
59	2 LC -4 BUILDING	UNIT 2
60	WAGON TIPLER MCC ROOM	UNIT 2
61	WAGON LOADING PLAT FORM SHED	UNIT 2
62	D.G BUILDING	UNIT 2
63	LIME STONE AND COAL STORAGE SHED	UNIT 3
64	RAW MATERIAL HOPPERS	UNIT 3
65	RAW MILL BUILDING	UNIT 3
66	RAW MILL FAN	UNIT 3
67	RAW MILL DUCT C.T	UNIT 3
68	BAG HOUSE TO CT DUCT SUPPORT	UNIT 3
69	SURGE HOPPER	UNIT 3
70	BAG HOUSE & LC1 BUILDING	UNIT 3
71	BAG HOUSE FAN	UNIT 3
72	CHIMNEY TOWER	UNIT 3
73	BLENDING SILO	UNIT 3
74	PRE HEATER BUILDING	UNIT 3
75	CROSS BAR COOLER	UNIT 3
76	3LC-2 BUILDING	UNIT 3
77	CHIMNEY TOWER	UNIT 3
78	CLINKER TANK	UNIT 3
79	HOT DISC STRUCTURE	UNIT 3
80	CEMENT MILL HOPPERS	UNIT 3
81	GYP SUM HOPPERS	UNIT 3
82	CLINKER HOPPERS	UNIT 3



NO.	ASSET DESCRIPTION	UNIT NAME
83	CEMENT MILL BUILDING	UNIT 3
84	GYP SUM SHEDS	UNIT 3
85	LOAD CENTER - 3LC 3 NEAR CEMENT MILL	UNIT 3
86	CEMENT STORAGE SILOS - 3 NOS	UNIT 3
87	FLY ASH SILO	UNIT 3
88	FLY ASH SILO COMPRESSOR ROOM	UNIT 3
89	PACKING PLANT BUILDING	UNIT 3
90	WAGON LOADING PLATFORM	UNIT 3
91	LIME STONE CRUSHER BUILDING	UNIT 3
92	LOAD CENTER BLDG LC-4	UNIT 3
93	ADDITIVE STOCK PILE	UNIT 4
94	RAW MILL HOPPERS	UNIT 4
95	RAW MILL BUILDING	UNIT 4
96	BLENDING SILO	UNIT 4
97	PREHEATER TOWER	UNIT 4
98	BAGHOUSE BUILDING	UNIT 4
99	BAG HOUSE FAN	UNIT 4
100	CHIMNEY	UNIT 4
101	SURGE HOPPER	UNIT 4
102	COAL MILL BUILDING	UNIT 4
103	GRATE COOLER BUILDING	UNIT 4
104	CLINKER TANK	UNIT 4
105	GYP SUM SHEDS	UNIT 4
106	CEMENT MILL BUILDING	UNIT 4
107	CEMENT MILL HOPPERS	UNIT 4
108	CEMENT STORAGE SILOS - 3 NOS	UNIT 4
109	SUBSTATION	UNIT 4
110	OVER HEAD WATER TANK	UNIT 4
111	UNDER GROUND WATER TANK	UNIT 4
112	COAL CRUSHER BUILDING	UNIT 4
113	TRANSFER TOWER (COAL)	UNIT 4
114	ADDITIVE TRANSFER TOWER	UNIT 4
115	PACKING PLANT BUILDING	UNIT 4
116	BULK LOADING	UNIT 4
117	TRUCK LOADING	UNIT 4
118	WAGON LOADING PLAT FORM	UNIT 4
119	TG BUILDING	TPH-1
120	BOILER	TPH-1
121	ESP	TPH-1
122	DM PLANT	TPH-1
123	SALT SATURATION TANK	TPH-1
124	CLARIFIER TANK	TPH-1
125	RAW WATER TANKS (1&2)	TPH-1
126	SOFTENING PLANT	TPH-1



NO.	ASSET DESCRIPTION	UNIT NAME
127	BULK ACID & CAUSTIC TANK AREA	TPH-1
128	CBD TANK	TPH-1
129	WTP MCC	TPH-1
130	RIVER PUMP HOUSE	TPH-1
131	DM TANK-1 - M.S TANK	TPH-1
132	DM TANK-2 - M.S TANK	TPH-1
133	COOLING TOWER	TPH-1
134	WATER TANK (GROUND LEVEL) -1	TPH-1
135	WATER TANK (GROUND LEVEL) -2	TPH-1
136	PUMP HOUSE	TPH-1
137	NEW COMPRESSOR ROOM	TPH-1
138	CHIMNEY FDN	TPH-1
139	COAL CRUSHER	TPH-1
140	RAW COAL BUNKER	TPH-1
141	TRANSFER TOWER	TPH-1
142	VGT (VERTICAL GRAVITY TAKE UP)	TPH-1
143	TRANSFER TOWER	TPH-1
144	REST SHED	TPH-1
145	TG BUILDING	TPH-2
146	BOILER	TPH-2
147	ESP	TPH-2
148	PUMP HOUSE	TPH-2
149	COOLING TOWER	TPH-2
150	CHIMNEY	TPH-2
151	TG BUILDING	TPH-3
152	P&V ROOM	TPH-3
153	BOILER	TPH-3
154	BUNKER	TPH-3
155	ESP	TPH-3
156	ID FAN	TPH-3
157	FLY ASH SILO	TPH-3
158	DM PLANT	TPH-3
159	CHEMICAL STORAGE SHED	TPH-3
160	HRSCC	TPH-3
161	CAUSTIC TANK AREA	TPH-3
162	WTP MCC & LAB BUILDING	TPH-3
163	COAL SAMPLING ROOM	TPH-3
164	DM TANK	TPH-3
165	COOLING TOWER	TPH-3
166	PUMP HOUSE	TPH-3
167	CHIMNEY	TPH-3
168	SCREEN BUILDING	TPH-3
169	TG BUILDING	TPH-4
170	COMPRESSOR ROOM	TPH-4



NO.	ASSET DESCRIPTION	UNIT NAME
171	BOILER	TPH-4
172	BUNKER	TPH-4
173	ESP	TPH-4
174	ESP MCC	TPH-4
175	ID FAN	TPH-4
176	FLY ASH SILO	TPH-4
177	COARSE ASH SILO	TPH-4
178	DM PLANT (SOFTENING PLANT)	TPH-4
179	NEUTRALIZATION PIT	TPH-4
180	STORM WATER PIT	TPH-4
181	WTP MCC	TPH-4
182	DM TANK	TPH-4
183	COOLING TOWER	TPH-4
184	ACC BUILDING	TPH-4
185	PUMP HOUSE	TPH-4
186	CHIMNEY	TPH-4
187	COAL CRUSHER	TPH-4
188	RAW COAL BUNKER	TPH-4
189	COAL HANDLING MCC	TPH-4
190	TRANSFORMER	TPH-4
191	TG BUILDING	TPH-5
192	COMPRESSOR ROOM & MCC	TPH-5
193	BOILER BUILDING	TPH-5
194	BUNKER	TPH-5
195	ESP	TPH-5
196	ESP MCC	TPH-5
197	ID FAN	TPH-5
198	FLY ASH SILO	TPH-5
199	DM PLANT (WATER TREATMENT PLANT)	TPH-5
200	ACC	TPH-5
201	CHIMNEY	TPH-5

#### 1.2. Colony and Other Non-Factory Buildings

SR. NO.	ASSET DESCRIPTION
1	TIME OFFICE
2	HRD OFFICE
3	SECURITY CONTROL ROOM
4	BIO METIRC OFFICE
5	FIRE ENGINE / AMBULANCE SHED
6	MAIN STORE BUILDING & STORE GODOWN
7	MECHANICAL WORK SHOP
8	ELECTRICAL WORK SHOP
9	TEMPORARY SHEDS- CIVIL STORE



10	CAR SHEDS NEAR MECH WORK SHOP
11	TWO WHEELER SHED
12	WASTE OIL PLATFORM
13	WASTE OIL BARREL STORAGE SHED
14	TWO WHEELER SHED NEAR AUTO GARAGE
15	AUTO GARAGE BUILDING
16	OLD ADM BUILDING
17	WATER TREATMENT PLANT NEAR OLD ADM
18	REFRACTORY SHED
19	WORKERS REST SHED OPP PQC BLDG
20	WOMEN REST SHED
21	PQC BLDG
22	X-RAY BUILDING
23	PACKING PLANT OFFICE
24	UNIT-III PP WORKERS REST SHED
25	EXCISE OFFICE NEAR NEW GATE
26	DORMITORY BLDG. (TRANSPORTERS)
27	INDUSTRIAL CANTEEN
28	SECURITY BARRACKS
29	NEW INDUSTRIAL CANTEEN
30	CYCLE SHED NEAR CANTEEN
31	OLD ADM (SBH) OUT SIDE
32	HORTICULTURE OFFICE
33	VTC ( NEAR NURSERY)
34	STP BUILDING

COLONY BUILDINGS		
SR. NO.	ASSET DESCRIPTION	Nos
1	B-TYPE	19
2	C -TYPE (FLAT) 2 STORIED)	8
3	C -TYPE	50
4	C- TYPE MODIFIED	2
5	D-TYPE (FLAT)	60
6	D-TYPE LOAD BEARING	98
7	E-TYPE	220
8	F-TYPE	36
9	F-TYPE- II	198
10	G-TYPE	36
11	TYPE -II	42

<b>OTHER BUILDING STRUCTURE</b>
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SR. NO.	ASSET DESCRIPTION
1	OLD GUEST HOUSE
2	NEW GUEST HOUSE
3	DORMITORY FOR DRIVERS
4	SERVANT QUARTERS
5	SCHOOL BUILDING
6	SCHOOL LKG BUILDING
7	TEMPLE
8	CHAIRMAN BUNGLOW
9	SERVANT QTRS - 3 NOS
10	MILK DAIRY ROOM
11	MILK DAIRY SHED
12	WORKERS SHEDS
13	LPG GODOWN SHED
14	BATCHELORE MESS
15	R.O PLANT
16	CIVIL OFFICE
17	COLONY SUB STATION
18	ETP FOR STAFF QUARTERS
19	DISPENSARY
20	SHOPPING COMPLEX
21	WORKERS CLUB (30.06 X 17)
22	OPEN STAGE SHED WITH GREEN ROOMS
23	SWIMMING POOL
24	AUDITORIUM
25	STAFF CLUB BUILDING

**Equipment and Machinery**

Details	Line-1	Line-2	Line-3	Line-4
<b>Lime Stone Handling System</b>				
Lime stone Crusher	Yes		Yes	
Lime Stone Stacker	Yes		Yes	
Lime Stone Reclaimer	Yes	Yes	Yes	Yes
Lime Stone Weigh feeder	Yes	Yes	Yes	Yes
<b>Corrective Handling System</b>				
Corrective Crusher	Yes			Yes
Corrective Stacker				Yes
Corrective Reclaimer				Yes
Corrective Weigh feeder	Yes	Yes	Yes	Yes
<b>Raw Grinding System</b>				





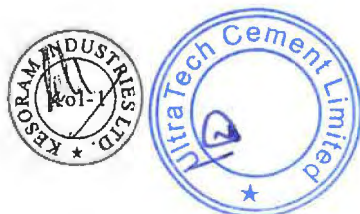
Details	Line-1	Line-2	Line-3	Line-4
Mill Feed Conveyor	Yes	Yes	Yes	Yes
Raw mill	Yes	Yes	Yes	Yes
Reject Elevator	Yes	Yes	Yes	Yes
Raw Mill Fan	Yes	Yes	Yes	Yes
Bag House	Yes	Yes	Yes	Yes
Silo Feed Elevator	Yes	Yes	Yes	Yes
<b>Pre-Heater</b>				
Stage - I Cyclone	Yes	Yes	Yes	Yes
Stage - II Cyclone	Yes	Yes	Yes	Yes
Stage - III Cyclone	Yes	Yes	Yes	Yes
Stage - IV Cyclone	Yes	Yes	Yes	Yes
Stage - V Cyclone	Yes	Yes	Yes	Yes
Stage - VI Cyclone	--	--	Yes	Yes
PH Fan	Yes	Yes	Yes	Yes
<b>Kiln and Accessories</b>				
Kiln	Yes	Yes	Yes	Yes
PA Fan	Yes	Yes	Yes	Yes
Kiln Burner Pipe	Yes	Yes	Yes	Yes
<b>Clinker Cooler System</b>				
Cooler Fan - 1	Yes	Yes	Yes	Yes
Cooler Fan - 2	Yes	Yes	Yes	Yes
Cooler Fan - 3	Yes	Yes	Yes	Yes
Cooler Fan - 4	Yes	Yes	Yes	Yes
Cooler Fan - 5	Yes	Yes	Yes	Yes
Cooler Fan - 6	Yes	Yes	Yes	Yes
Cooler Fan - 7	Yes	Yes	Yes	Yes
<b>Coal Handling and Grinding System</b>				
Wagon tippler		Yes	Yes	
Coal Crusher Capacity		Yes	Yes	
Coal Stacker		Yes	Yes	
Coal Reclaimer		Yes	Yes	
Coal Mill	Yes	Yes	Yes	Yes
Coal Mill Fan Booster Fan	Yes	Yes	--	Yes
Coal Mill Fan	Yes	Yes	Yes	Yes
Coal Bag House	Yes	Yes	Yes	Yes
<b>Clinker Handling and Grinding System</b>				
Clinker Silo Extraction DPC	Yes	Yes	Yes	Yes
Clinker Weigh Feeder	Yes	Yes	Yes	Yes
Gypsum Weigh feeder	Yes	Yes	Yes	Yes
Cement Mill Feed Conveyor	Yes	Yes	Yes	Yes
Cement mill (Roller Press + Ball mill)	Yes	Yes	Yes	Yes
Cement Mill Bag House	Yes	Yes	Yes	Yes
Bag House Fan	Yes	Yes	Yes	Yes



Details	Line-1	Line-2	Line-3	Line-4
Re-Circulation Feed Elevator	Yes	Yes	Yes	Yes
Cement Silo Feed Elevator	Yes	Yes	Yes	Yes
<b>Cement Packing System</b>				
Packing Feed Elevator	Yes	Yes	Yes	Yes
Truck loaders /packer	Yes	Yes	Yes	Yes
Truck loaders	Yes	Yes	Yes	Yes
Wagon loaders	Yes	Yes	Yes	Yes
Bulk loading system capacity (Road)	Yes	Yes	Yes	Yes
Bulk loading system capacity (Rail)	--	--	--	Yes
<b>Water Treatment System</b>				
Water Treatment System	Yes	Yes	Yes	Yes
<b>Misc. Others</b>				
Cross Belt Analyser				
Sub- Station Equipments (Transformers etc.)				
Instrumentation (VFDs, DCS, Meganetic Separators etc.)				
Truck Unloader				
Laboratory Equipments				
Nitrogen Plant				
Passenger Lifts				
Fly Ash Unloading System				
Dense Phase system				
Texmaco BCCW Wagons				

#### Vehicles (Including Mining Equipment)

No.	Type of Vehicle	Reg.No.
1	DUMPER	MEP-4452
2	TIPPER	KA32-A-2500
3	TIPPER	KA32-A-2501
4	TRACTOR & Trailors	KA32-8027
5	TATA WATER TANK	KA32-3090
6	TRACTOR with Trailor	MEP-4701
7	TRACTOR/TRALLY	KA-32-M-0903
8	EXPLOSIVE VAN	KA-32-3866
9	FIRE TENDER	KA-32-5902
10	TRACTOR with Trailor	KA-32-M-1194
11	TRACTOR with Trailor	KA-32-M-3266
12	MOB.W/S.VAN	KA-32-6224
13	TATA TIPPER	KA-32-A-1157
14	TRACTOR MAHINDRA	KA-32-7756
15	HERO HONDA	KA-32-R-0069
16	HERO HONDA	KA-32-Q-9848
17	HERO HONDA	KA-32-R-0025
18	DUMPER	KA-32-M-4312



No.	Type of Vehicle	Reg.No.
19	DUMPER	KA-32-M-4314
20	TLM CRANE	KA-32-M-4317
21	HYD.MOB.CRANE	KA-32-M-4318
22	DUMPER	KA-32-M-4319
23	BAR LOADER 2021	KA-32-M-4320
24	FORK LIFT	KA-32-M-4321
25	DUMPER	KA-32-M-4322
26	CAT.PILLAR LOADER	KA-32-M-4324
27	LOADER	KA-32-M-4325
28	VIBRATORY COMPACTOR	KA-32-M-4331
29	CAT.PILLAR LOADER	KA-32-M-4586
30	HYD.MOB.CRANE	KA-32-M-4585
31	DIESEL BROWSER	KA-32-A-3754
32	HERO HONDA	KA-32-R-3898
33	COMMONDER JEEP.	KA-32-M-4692
34	MOB.CRANE	KA-32-M-4901
35	COMMONDER JEEP.	KA-32-M-5104
36	TATA TIPPER(TRUCK)	KA-32-A-6098
37	TATA BUS	KA-32-A-6028
38	EICHER TRUCK	AP-28-W-9103
39	TRUCK	AP-28-Y-9657
40	HERO HONDA PASIO	KA-32-S-2534
41	HERO HONDA PASIO	KA-32-S-2535
42	DUMPER	KA-32-M-5779
43	DUMPER	KA-32-M-5792
44	DUMPER	KA-32-M-5793.
45	DUMPER	KA-32-M-5794
46	BOBCAT PAYLOADER	KA-32-M-5547
47	T.V.S XL	KA-32-S-4556
48	CATTER 950 WHEEL L	KA-01-MD-1227
49	SWEEPING MACHINE	KA-32-A-7457
50	HM CRANE	KA-32-M-5869
51	TATA TIPPER HYVA	KA-32-A-7614
52	HYDR.M.CRANE	KA-32-M-6042
53	TATA MINI TRUCK	KA-32-A-8379
54	DUMPER(KOMATSU)	KA-32-M-7188
55	EXCAVAT.LOADER	KA-32-M-7185
56	H.G.V.	KA-32-A-8592
57	BABCAT PAYLOADER	KA-32-M-6533
58	TATA TIPPER HYVA	KA-32-A-9037
59	TATA TIPPER HYVA	KA-32-A-9038
60	DUMPER KOMATSU	KA-32-M-7186
61	DUMPER KOMATSU	KA-32-M-7187



No.	Type of Vehicle	Reg.No.
62	FORK LIFT	KA-32-M-6927
63	TATA ACE/MINI TRUC	KA-32-A-9298
64	FORK LIFT	KA-32-M-7297
65	TATA VAN 207	KA-32-A-9571
66	TATA VAN 207	KA-32-A-9653
67	AMBULANCE	KA-32-A-9488
68	BULERO JEEP	KA-32-M-7078
69	HERO HONDA	KA-32-U-8463
70	MAHINDRA SAVARI	KA-32-M- 7245
71	SWEEPING MACHINE	KA-32-A-9801
72	PAY LOADER	KA-32-M-7316
73	HERO HONDA	KA-32-V-0665
74	XCMG CRANE	KA-32-M-7506
75	EXPLOSIVE VAN	KA-32-B-0061
76	HERO HONDA	KA-32-V-5633
77	BACKHOC LOADER	KA-32-M-7889
78	CAT-LOADER	KA-32-M-7973
79	HERO HONDA	KA-32-S-3099
80	MARUTHI ALTO	MH-13-AH-0703
81	TRACTOR	KA-32-M-8240
82	EXPLOSIVE VAN	KA-32-B-2038
83	TATA 207	KA-32-M-8850
84	950WHEEL LOADER	KA-32-M-9335
85	CAR	AP-13-Q-9222
86	CAR TOYOTA INNOVA	AP-13-R-4304
87	SCHOOL BUS	KA-32-B-2215
88	TATA-JCB LOADER	KA-32-M-9216
89	TATA DIES.BROWSER	KA-32-B-2787
90	BULERO PLUS JEEP	KA-32-M-9416
91	TRACTOR	KA-32-B-3426
92	DUST SEPERATIONM	KA-32-B-3647
93	DULEVO SWEEPING	KA-32-N-0164
94	DULEVO SWEEPING	KA-32-N-0165
95	TATA PICK.VAN 207	KA-32-B-4455
96	T.V.S. SCOOTY	KA-32-EA-2097
97	PASSION PRO	KA-32-EA-2096
98	PASSION PRO	KA-32-EA-8348
99	SPRINKLER TANKER	KA-32-B-6425
100	INNOVA 2.5G8S	KA-22-P-7430
101	SCHOOL BUS	KA-32-B-7013
102	AMBULANCE	KA-32-B-7090
103	MINI BUS	KA-32-B-7222
104	SWEEPING MACHINE	KA-32-B-7807



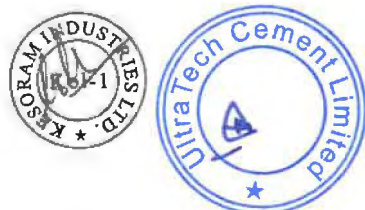
No.	Type of Vehicle	Reg.No.
105	JCP EXCAVA.LOADER	KA-32-B-8144
106	SWEEPING MACH.	KA-32-B-8411
107	SWEEPING MACH 3D	KA-32-B-8412
108	SWEEPING MACH 3D	KA-32-B-8413
109	BABCAT STEER LOAD.	KA-32-B-8611
110	KOMATSU W.LODER	KA32-B-9487
111	ELECTRIC FORKLIFT	NOT-Registered
112	SKODA SUPERB CAR	AP-13-AE-7212
113	SKODA SUPERB CAR	AP-13-AE-7885
114	PASSAT(MT) CAR	AP-13-AE-8242
115	HOND CITY CAR	AP-13-AF-9339
116	SKODA LAURA CAR	AP-13-AA-0909
117	CAR INNOVA 2.5 V(M)	KA-32-N-8440
118	CHEVROLET CRUZ	AP-13-AG-2791
119	MAHINDRATRACTOR &	KA 32 C 5725
120	BOLERO CAMPER	KA 32 C 5768
121	TRACTOR MAHINDRA	KA 32 C 5858
122	TAT XENON PICKUP	KA-32-C-6420
123	TATA STAR BUS ULTRA	KA-32-C-7263
124	TPS 3D SWEEPING MACH.	KA-32-C-7813
125	TPS 3D SWEEPING MACH.	KA-32-C-7815
126	FIRE TENDER	KA-32-C-9160
127	TPS SWEEPING MACH.	KA-32-C-9232
128	BOLERO JEEP SLE	KA-32-P-0915
129	SKODA SUPARB	AP-13-AE-0909
130	HONDA CITY CAR	AP-15-AW-9009
131	SPLENDOR NXG MCYCLE	KA-32U-5858
132	SANTA FE CRDI AUTO BSIV	TS-13 EA 2748
133	VENTO 1.6 CR (M) TRENDLINE	TS-09-FF-6997
134	B M W 320 D BS-IV	WB-02-AR-9112
135	JEETA 2.0L CRTDI 103KW	TS-09-FF-7599
136	MAHINDRA BOLERO B6 (O) BS-IV	KA32Z1223
137	TATA YODHA CREW CABIN 4X2 BSVI	KA32AA1683
138	ALS AMBULANCE	KA32AA3123
139	MAHINDRA PICKUP ADV VEHICLE	KA32AA7007
140	EXCAVATOR-6	--
141	EXCAVATOR-7	--
142	EXCAVATOR-8	--
143	EXCAVATOR-9	--
144	DOZER - 3	--
145	DRILL - 1	--
146	DRILL - 3	--
147	DUMPER - 26	--



No.	Type of Vehicle	Reg.No.
148	DUMPER – 27	--
149	DUMPER – 28 A-1	--
150	DUMPER – 29 BN-5	--
151	DUMPER – 30 BN-6	--
152	TPS 3D SWPING MACHINE	--
153	LOCO SAN-DL-343	--
154	LOCO BHEL-450HP	--
155	LOCO BHEL-450HP	--
156	LOCO BHEL-700 HP(TPP)	--
157	LOCO BHEL-700 HP(TPP)	--
158	DOZER BEML-D-155A1	--
159	DOZER BEML-D-355A3	--
160	DOZER CAT-D8R	--
161	DOZER KOMATSU-D155A-5	--
162	DOZER BEML-D-155A1	--
163	FORK LIFT (ELECTRICAL)	--
164	TOP TEC no1	--
165	TOP TEC no2	--
166	ATLAS COMPRESSOR	--

**2. BASANTNAGAR**  
**2.1. Factory Building**

ASSET DESCRIPTION		
Sno	Name of Assets	REMARKS
1	Crushers - Primary	--
2	Crusher bldgs-secondary	--
3	Crushers -Tertiary	--
4	Coal Mill - 1 & 2	--
5	Coal Mill -3	--
6	R-mill bldg 1 & 2	--
7	R-Mill bldg -3	--
8	R-mill Sub stn bldg	--
9	R-mill Silos- 6 Nos	--
10	Packing Plant silos-6 Nos	--
11	VC Fly ash Silos - 6 Nos	--
12	Kiln-1 ESP bldg	--
13	Kiln-2 ESP bldg	--
14	Compressor House	--
15	Coal Mill compressor house	--
16	Preheater bldg 1&2	--
17	Preheater bldg-3	--



Sno	Name of Assets	REMARKS
18	Cement Mill bldg 1 &2	--
19	Cement mill bldg-3	--
20	Elect. 6.6KV sub stn	--
21	Eelc. 132.KV sub stn	--
22	P.Plant bldg -1,2,3 &4	--
23	R&D Building	--
24	Engineering bldg -2(Portico)	--
25	ADM bldg	--
26	Occupational Health centre	--
27	Fire Room	--
28	Baba Godown	--
29	Crane Gauntry	--
30	Ball Shed(Grinding media storage)	--
31	Gypsum shed	--
32	Clinker shed	--
33	High grade shed	--
34	Hematite shed	--
35	Latrite shed	--
36	Low grade lime stone shed	--
37	Old canteen build	--
38	Old canteen build.2	--
39	Old garage	--
40	Work shop	--
41	New Hazardous shed	--
42	Coal crusher shed	--
43	Coal crusher shed -2	--
44	Mechanical storage shed	--
45	Gas Godown Main road side	--
46	New Garage shed	--
47	Garage shed & Office	--
48	Loading shed	--
49	Bags lift builg	--
50	Rest shed	--
51	Time office &Security office	--
52	Personnel office	--
53	Civil Engg office	--
54	Civil store shed	--
55	Civil wood shed	--
56	Civil Fly ash Brick shed	--
57	Kiln brick storage shed	--
58	Car parking shed	--
59	Main stores build	--
60	Civil paint shed	--
61	Fabrication shed	--



Sno	Name of Assets	REMARKS
62	P.Plant loading shed(old)	--
63	P.Plant loading shed(New)	--
64	Old D.G.Set Bldg	--
65	Pregrinder bldg	--
66	Brick storage shed-coalmill	--
67	Crusher sub stn	--
68	Crusher Rest shed	--
69	Crusher compressor	--
70	New Rest Room-Gate	--
71	Brick shed near petrol pump	--
	(time office back side)	--
72	Industrial Canteen	--
73	Wagon Loading	--
	<b>POWER PLANT</b>	--
1	TG Building	--
2	Power house security bldg	--
3	6.6 KV HT room	--
4	Cooling tower	--
5	Coal sheds-1	--
6	Coal sheds-2	--
7	Coal crusher bldg	--
8	TPH Sub Store	--
9	Mech.fabrication shed	--
10	Instrumentation pannel room	--
11	Fly Ash Silos	--
12	ESP bldg	--
13	Chimney	--
14	Boiler & Bunker	--
15	Electrical Room	--
16	CW Pump House	--
17	MCC Room	--
18	Water Tank Sump	--
19	DM Water Storage tank-2Nos	--
20	Salt Store Room	--
21	Storage water Pit	--
22	Nutrilization water pit	--
23	Bulk caustic tank& Acid	--
24	Reservior	--
		--
	<b>QUARRY WORKSHOP (MINES)</b>	--





Sno	Name of Assets	REMARKS
1	Rest Room First aid	--
2	Water Sprinkler Room	--
3	Ammonia nitrate room	--
4	Magazine	--
5	Magazine tower	--
6	Sub station Mines	--
7	Time office	--
8	New Rest Room	--
9	Old Rest Room	--
10	ADM Block	--
11	VT Centre & Stores office	--
12	Old Work shop	--
13	New Dumper shed	--
14	Welding & Oil Room	--
15	Mines Stores stock room	--
16	Double storied bldg(G.floor)	--
17	Rear workshop shed	--
18	Shovel store room	--
19	Old Ammonia nitrate shed	--
20	Ammonia truck loading shed	--
21	Main gate Lunch room	--
22	Security Check post	--
23	Cycle parking shed	--

## 2.2. DETAILS OF BUILDINGS & STRUCTURE (STAFF COLONY QTRS, QUARY W/S & PUBLIC BUILDING)

S.No	ASSET	ASSET DESCRIPTION
		Number
<b>STAFF COLONY</b>		
1	A-Type	1
2	B-Type	10
3	B-10	1
4	B-5, 9 & 17	3
5	B-4	1
6	B-7	1
7	B-14/A	1
8	B-14/B	1
9	C-type	12
10	C-type Extn (9Nos)	9
11	D0-01 Extn( 1 No)	1
12	D0	8
13	D-type Extn	22
14	D-type	40
15	C1- Extn	6



S.No	ASSET	ASSET DESCRIPTION
		Number
16	C1-Type Qtrs	84
17	D1- Qtrs Extn	68
18	D1 type old Qtrs	54
19	D1 type New Qtrs	88
20	Servant Qtrs	7
21	Poojari Qtrs	3
22	Poojari Qtrs New	1
<b>WORKERS COLONY</b>		
22	L-type Qtrs	150
23	E-type Qtrs	52
24	M-type Qtrs	84
25	F-type Qtrs	24
26	G-type Qtrs	60
27	H-type Qtrs	48
28	J-type Qtrs	48
29	Poojari qtr J-type	1
30	Oriya Barriks qtrs	2
<b>PUBLIC BUILDINGS</b>		
31	Sub station Colony	1
32	Basant Dham	1
33	Basant Vihar (DB)	1
34	Old Jr. Guest house	1
35	Ajanta Guest House	1
36	IMS School	1
37	Sai Temple	1
38	Stores Bldg	1
39	Staff Club	1
40	Temple	1
41	Bank bldg	1
42	Bank Qtrs	9
43	Fruit Garden office	1
44	Sadana Bhavan	1
45	RO Plant	1
46	Filter Plant	1
47	STP	1
48	Pump House	1
49	GYM bldg	1
50	Swimming Pool	1
51	Shivalayam temple	1
52	J-type Temple	1
53	T.Medium School	1
54	Workers Club	1
55	Filter Plant	3



S.No	ASSET	ASSET DESCRIPTION
		Number
56	Gunny Godown	1
57	Union Office	1
58	ESI Bldg	1
59	Transport Offices bldg	1
60	Drivers Rest Shed	1
61	Gas Godown	1
62	Sub stn E-type	1
63	Super Market	16
64	Hammer welding shed	1
<b>DAIRY FARM</b>		
65	Cow shed-1	1
66	Cow shed-2	1
67	Bull shed	1
68	Caugh shed	1
69	Servants qtrs 01 bldg	1
70	Garden Room	1

**CIVIL DEPT:**

**Plant and Machinery**

Sl No.	Asset Descriptions	Number
71	Fly Ash brick machine -unit	1
72	Sewage Treatment plant	1
73	RO water Plant (2000 LPH)	1
74	Manual Alto material lifting Machine	1
75	Manual Open wells silt removal Crane	1

**Plant Equipment**

Details	Line-1	Line-2
<b>Lime Stone Handling System</b>		
<b>Lime stone Crusher</b>		
i.Primary Crusher- 1 no	Yes	
ii.Secondary Crusher- 2 no's	Yes	
iii.Tertiary Crusher- 3 no's	Yes	
Lime Stone Push feeder	Yes	
Laterite crusher	Yes	
<b>Raw Grinding System</b>		
Mill Feed Conveyor	Yes	Yes
Raw mill- 3No's	Yes	Yes
Reject Elevator	Yes	Yes
Raw Mill Fan	Yes	Yes



Details	Line-1	Line-2
Bag House	Yes	Yes
Silo Feed Elevator	Yes	Yes
Hot Air fans	Yes	Yes
Separators and Fans	Yes	Yes
<b>Pre-Heater</b>		
Stage - I Cyclone	Yes	Yes
Stage - II Cyclone	Yes	Yes
Stage - III Cyclone	Yes	Yes
Stage - IV Cyclone	Yes	Yes
Stage - V Cyclone	Yes	Yes
MFC	Yes	Yes
PH Fan	Yes	Yes
Bag house& fans	Yes	Yes
<b>Kiln and Accessories</b>		
Kiln	Yes	Yes
PA Fan	Yes	Yes
Kiln Burner Pipe	Yes	Yes
Clinker coolers	Yes	Yes
<b>Clinker Cooler System</b>		
Cooler Fan - 1	Yes	Yes
Cooler Fan - 2	Yes	Yes
Cooler Fan - 3	Yes	Yes
Cooler Fan - 4	Yes	Yes
Cooler Fan - 5		Yes
ID fans	Yes	Yes
Clinker breakers	Yes	Yes
Hydraulic statins	Yes	Yes
Cooler ESP	Yes	Yes
<b>Coal Handling and Grinding System</b>		
Coal Crusher		Yes
Coal Mill-2 No's	Yes	Yes
Separators and Fans	Yes	Yes
Coal Mill Fan Booster Fan	Yes	Yes
Coal Mill Fan	Yes	Yes
Coal Bag House	Yes	Yes
<b>Clinker Handling and Grinding System</b>		
Crane Granty/EOT cranes		Yes
Clinker Weigh Feeder	Yes	Yes
Gypsum Weigh feeder	Yes	Yes
Cement Mill Feed Conveyor	Yes	Yes
Cement mill (Ball mill- 3 No's)	Yes	Yes
Cement Mill Bag Houses	Yes	Yes
Bag House Fan	Yes	Yes



Details	Line-1	Line-2
Re-Circulation Feed Elevator	Yes	Yes
Cement Silo conveyor belts	Yes	Yes
fly ash silos	Yes	Yes
Separators and Fans	Yes	Yes
<b>Cement Packing System</b>		
Packing Feed Elevator-4No's	Yes	
Packer-4No's	Yes	
Truck loaders-6 no's	Yes	
Wagon loaders - 8 No's	Yes	
Bulk loading system capacity (Road)	Yes	
<b>Water Treatment System/Reservoir</b>	Yes	
<b>Misc. Others</b>		
Sub- Station Equipments (Transformers etc.)	Yes	
Instrumentation (VFDs, DCS, etc.)	Yes	
Truck Unloader	Yes	
Laboratory Equipments	Yes	
Passenger Lifts	Yes	
Fly Ash Unloading System	Yes	
<b>CPP</b>		
Water Treatment System/Reservoir	Yes	
Turbine generator	Yes	
Coal handling system	Yes	
Ash handling system	Yes	
ESP	Yes	
Boiler	Yes	
Water cooled condenser	Yes	
Cooling tower	Yes	

#### Vehicles

<b>CEMENT PLANT OWN VEHICLES</b>		
S.No	Make/Model & Variant	Vehicle Type
1	Tata 32 Seater Bus	School Bus
2	Ambulance Force	Ambulance
3	Toyota Innova	SUV
4	Hero Splendor	Motor Cycle
5	Honda Accord	CAR
6	Hero Super Splendor	Motor Cycle
7	Hero CBZ	Motor Cycle
8	Nissan Sunny	Car
9	Toyota Altis	Car
10	Hero Splendor Byke	Motor Cycle
11	Honda Activa	Moped
12	passion pro	BIKE



S.No	Make/Model & Variant	Vehicle Type
13	Tata DCM	DCM/VAN
14	Mahindra Agri Tractor	Tractor
15	Tata 1612	Truck
16	Tata 1612	Water Tanker
17	Tata ACE Van	Van
18	Hero Super Splender	Motor Cycle
19	Hero Super Splendor	Motor Cycle
20	Mahindra Jeep	Jeep
21	Yamaha Gladiator	Motor Cycle
22	Mahindra Bolero	Bolero
23	Mahindra Bolero	Bolero
24	Ashok Leyland	Explosive Van
25	Ashok Leyland	Explosive Van
26	Mahindra Jeep	Jeep
27	Mahindra Jeep	Jeep
28	Mahindra Bolero	Bolero
29	Mahindra Tractor	Tractor Blade
30	Tata Tanker	Diesel Tanker
31	Mahindra Tractor	Blade Tractor
32	Mahindra Arjun	Tractor
33	Tata 407	Maint. Truck
34	Tata 1210E	Water Tanker
35	Tata 1613 TC	Water Tanker
36	Tata 807	Explosive Van
37	Tata LPT 709 EX	Maint. Truck
38	Mahindra Mini Bus	Mini Bus
39	Tata 1613	Dust Extractor
40	Mahindra 605 di	Tractor
41	TOYOTA INNOVA	SUV
42	HONDA SHINE	BIKE

MINES		
Sl No.	Asset Descriptions	Remarks
1	BEML Dozer D155 NO-1	--
2	BEML Dozer D155 NO-2	--
3	BEML Dozer D155 NO-A1	--
4	IBH-10 IR DRILL NO-2	--
5	IBH-10 IR DRILL NO-A1	--
6	IBH-10 IR DRILL NO-4	--
7	IBH-10 IR DRILL NO-5	--
8	L&T 300CK POCLAIN NO-4	--
9	L&T 300CK POCLAIN NO-8	--
10	L&T 300CK POCLAIN NO-10 (POC-N1)	--



Sl No.	Asset Descriptions	Remarks
11	L&T 300CK POCLAIN NO-11 (POC-N2)	--
12	L&T 300CK POCLAIN NO-12 (POC-NA1)	--
13	BEML BH35-2 DUMPER NO-1	--
14	BEML BH35-2 DUMPER NO-2	--
15	BEML BH35-2 DUMPER NO-4	--
16	BEML BH35-2 DUMPER NO-7	--
17	BEML BH35-2 DUMPER NO-8	--
18	BEML HK35-2 DUMPER NO-14	--
19	BEML HK35-2 DUMPER NO-15	--
20	BEML HK35-2 DUMPER NO-16	--
21	BEML HK35-2 DUMPER NO-17	--
22	72-71B TEREX PAY LOADER NO-2	--
23	20-71 HM PAY LOADER NO-A1	--
24	BEML HK35-2 DUMPER NO-4, WATER TANKER	--
25	ASHOK LEYLAND 1613 WATER TANKER	--
26	TATA 709 MAINTENANCE TRUCK	--
27	TATA 407 MAINTENANCE TRUCK	--
28	MAHENDRA JEEP	--
29	MAHENDRA BOLERO(AP-15AJ-7785)	--
30	MAHENDRA BOLERO(AP-15AJ-7776)	--
31	MAHENDRA BOLERO(TS-22-3949)	--
32	TATA EXPLOSSIVE VAN(AIM-5339)	--
33	ASHOK LEYLAND E-COMET EXPLOSSIVE VAN(AP15Y-5399)	--
34	ASHOK LEYLAND 1613 ANFO MIXER	--
35	MAHENDRA ARJUN TRACTOR-1	--
36	MAHENDRA ARJUN TRACTOR-2	--
37	MAHENDRA ARJUN TRACTOR-A1	--
38	TATA 907 EX DIESEL TANKER	--
39	KIRLOSKAR MOBILE LIGHTING TOWER	--
40	ATLAS COMPRESSOR XAH-210	--
41	YAMAHA BIKE	--
42	LHP HAMMER DISMANTLING MACHINE	--
43	CHAMPION HYDRAULIC PRESS	--
44	MYSORE LATHE M/C-1	--
45	MYSORE LATHE M/C-2	--
46	MYSORE LATHE M/C-3	--
47	ELFCO VERTICAL DRILLING M/C	--
48	KOBRA POWER HACK SAW	--
49	NITROGEN FILLING STATION WITH LG COMPRESSOR	--
50	GODREJ FORK LIFT(TYRE HANDLER)	--
51	EMPIRE EOT CRANE	--
52	ADOR WELDING GENERATOR	--
53	SIMPSON MOBILE WELDING GENERATOR	--
54	HSD FUEL PUMP-1	--



SI No.	Asset Descriptions	Remarks
55	HSD FUEL PUMP-2	--
56	HSD FUEL PUMP-A1	--
<b>CEMENT PLANT GARAGE VEHICLES</b>		
1	Laoders	4 No's
2	Dozer	2 No's
3	Loco	2 No's
4	T.P.S VAC 3D	2 No's
5	T.P.S TRUCK	1 No
6	HYDRA ESSCORT	1NO
7	JCB 3DX Model: 19.11.09	1NO
8	GENERATOR ENGINE (KILN)	1NO
9	GENERATOR ENGINE (TPH)	1NO
10	BOB CAT	1NO

### 3. Captive Power Plant Equipment – Sedam Unit

Details	Line-1	Line-2	Line-3	Line-4	Line-5
<b>Coal Handling System</b>	Yes	Yes	Yes	Yes	Yes
Coal reclaimer	Yes	Yes	Yes	Yes	Yes
Coal conveying belts	Yes	Yes	Yes	Yes	Yes
Coal crusher	Yes	Yes	Yes	Yes	Yes
Coal bunkers	Yes	Yes	Yes	Yes	Yes
<b>Ash Handling System</b>	Yes	Yes	Yes	Yes	Yes
APH ash conveying system System	Yes	Yes	Yes	Yes	Yes
Economiser ash conveying system System	Yes	Yes	Yes	Yes	Yes
ESP ash conveying system	Yes	Yes	Yes	Yes	Yes
PD pump	Yes	No	Yes	No	Yes
Bed ash coolers	Yes	Yes	Yes	Yes	Yes
<b>Boiler</b>	Yes	Yes	Yes	Yes	Yes
ID Fan	Yes	Yes	Yes	Yes	Yes
FD Fan	Yes	Yes	Yes	Yes	Yes
PA Fan	Yes	Yes	Yes	Yes	Yes
Coal feeders	Yes	Yes	Yes	Yes	Yes
Boiler feed pump	Yes	Yes	Yes	Yes	Yes
<b>Steam Turbine</b>	Yes	Yes	Yes	Yes	Yes
CWP	Yes	Yes	Yes	Yes	Yes
ACWP	Yes	Yes	Yes	Yes	Yes
CEP	Yes	Yes	Yes	Yes	Yes
MOP	Yes	Yes	Yes	Yes	Yes
AOP	Yes	Yes	Yes	Yes	Yes
Mainoil tank	Yes	Yes	Yes	Yes	Yes





Details	Line-1	Line-2	Line-3	Line-4	Line-5
HP heater	Yes	Yes	Yes	Yes	Yes
LP heater	Yes	Yes	Yes	Yes	Yes
Condensor	Yes	Yes	Yes	Yes	Yes
<b>Water cooled Condensor</b>	Yes	Yes	Yes	Yes	Yes
Fans	Yes	Yes	Yes	Yes	Yes
Pumps	Yes	Yes	Yes	Yes	Yes
<b>DM Plant</b>	Yes	Yes	Yes	Yes	Yes
Softner	Yes	Yes	Yes	Yes	Yes
RO plant	Yes	Yes	Yes	Yes	Yes
Pumps	Yes	Yes	Yes	Yes	Yes
Clarifier	Yes	Yes	Yes	Yes	Yes
<b>ESP</b>	Yes	Yes	Yes	Yes	Yes
Rappers	Yes	Yes	Yes	Yes	Yes
Collecters	Yes	Yes	Yes	Yes	Yes
Emitters	Yes	Yes	Yes	Yes	Yes
<b>Air cooled condensor</b>					
Fans	No	No	No	Yes	Yes
Pumps	No	No	No	Yes	Yes
<b>Compressors</b>					
Service air compressor	Yes	Yes	Yes	Yes	Yes
Instrument air compressor	Yes	Yes	Yes	Yes	Yes

4. **Solapur Packing Unit Details**

Details	Capacity	Qty.
<b>Plant &amp; Machinery</b>		
Cement silo - Each one for PPC and 53	500 T	2
Rotopacker - 8 spouts, single discharge -FLS	120 TPH	1
Belt Bucket Elevator - Aumund	150 TPH	1
Truck loading - FLS	90 TPH	1
Bulk loading - FLS	150 TPH	1
Packer main bag filter	25000 m3/hr	1
Silo bag filter	6000 m3/hr	2
Compressors for cement conveying -ML 200	34.3M3/MIN	2
Compressors for operation -UP5-15	2.41M3/MIN	2
Roots blowers - Silo extraction & aeration -76 AC	6.95M3/MIN	3
Roots blowers - Bin aeration -55/47/AC	5.2M3/MIN	1



Details	Capacity	Qty.
<b>Buildings</b>		
Stores / Bags Godown	--	--
Admin Block & Technical Office	--	--
Workers Shed, Transporters Rest Room, Workers Rest Room, Work Shop	--	--
Canteen Building	--	--
Packing Plant Building	--	--
Compressor Room	--	--
Toilet Block	--	--

Any property acquired by the Demerged Company after approval of the Scheme by the respective Boards of the Parties till the Effective Date, pertaining to the Cement Business division shall be a part of the Demerged Undertaking.



**SCHEDULE 2**

Details of NCDs of the Demerged Company listed on BSE as on the date of the Board of the Demerged Company approving the Scheme:

Particulars	Description																																												
ISIN	INE087A07651																																												
No of NCDs	16035																																												
Face value per NCDs	9,27,700																																												
Bid Opening Date	15.03.2021																																												
Bid Closing Date	15.03.2021																																												
Date of Allotment	16.03.2021																																												
Redemption price	means such amounts as would provide the debenture holders with an XIRR of 20.75% per annum excluding taxes and additional interest 1, as detailed in the debenture documents.																																												
Redemption date	Final maturity date, scheduled redemption date as per terms of redemption or any date on which debentures are redeemed/prepaid voluntarily or mandatorily																																												
Terms of redemption	<table border="1"> <thead> <tr> <th>Date</th> <th>Redemption amount (in INR Crore) (being the face value of debentures)*</th> </tr> </thead> <tbody> <tr><td>31-May-21</td><td>-</td></tr> <tr><td>31-Aug-21</td><td>-</td></tr> <tr><td>30-Nov-21</td><td>55.00</td></tr> <tr><td>28-Feb-22</td><td>-</td></tr> <tr><td>31-May-22</td><td>-</td></tr> <tr><td>31-Aug-22</td><td>-</td></tr> <tr><td>30-Nov-22</td><td>-</td></tr> <tr><td>28-Feb-23</td><td>-</td></tr> <tr><td>31-May-23</td><td>-</td></tr> <tr><td>31-Aug-23</td><td>30.47</td></tr> <tr><td>30-Nov-23</td><td>30.47</td></tr> <tr><td>29-Feb-24</td><td>30.47</td></tr> <tr><td>31-May-24</td><td>30.47</td></tr> <tr><td>31-Aug-24</td><td>44.90</td></tr> <tr><td>30-Nov-24</td><td>44.90</td></tr> <tr><td>28-Feb-25</td><td>81.78</td></tr> <tr><td>31-May-25</td><td>81.78</td></tr> <tr><td>31-Aug-25</td><td>81.78</td></tr> <tr><td>30-Nov-25</td><td>81.78</td></tr> <tr><td>28-Feb-26</td><td>1009.70</td></tr> <tr><td><b>Total</b></td><td><b>1,603.50</b></td></tr> </tbody> </table> <p>* In addition to the face value of the debentures, the Issuer shall pay redemption premium on such debentures (calculated as on the relevant due date) on the redemption date.</p>	Date	Redemption amount (in INR Crore) (being the face value of debentures)*	31-May-21	-	31-Aug-21	-	30-Nov-21	55.00	28-Feb-22	-	31-May-22	-	31-Aug-22	-	30-Nov-22	-	28-Feb-23	-	31-May-23	-	31-Aug-23	30.47	30-Nov-23	30.47	29-Feb-24	30.47	31-May-24	30.47	31-Aug-24	44.90	30-Nov-24	44.90	28-Feb-25	81.78	31-May-25	81.78	31-Aug-25	81.78	30-Nov-25	81.78	28-Feb-26	1009.70	<b>Total</b>	<b>1,603.50</b>
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28-Feb-26	1009.70																																												
<b>Total</b>	<b>1,603.50</b>																																												



Particulars	Description
	<p>Redemption of debentures shall be made upon payment by the Issuer of all Debenture obligations, including all accrued redemption premium.</p> <p><b>Debenture obligations:</b> means all present and future monies, actual or contingent (and whether incurred alone or jointly and whether as principal or surety or in any other capacity), debts and liabilities owing or incurred, from time to time, by the obligors to the debenture trustee under or pursuant to the terms of the debenture documents (or any one of them), and including without limitation the following amounts and any other amounts payable with respect to the debentures:</p> <p>(i) the face value of debentures;</p> <p>(ii) all applicable cash coupon, additional interests, default interest, redemption premium, make whole return;</p> <p>(iii) any claim for breach of representation, warranty or undertaking or an event of default or under any indemnity given under or in connection with the debenture documents;</p> <p>(iv) all further advances or financial accommodation from time to time made available under any debenture document; and</p> <p>(v) all costs and expenses payable under or in connection with the debenture documents</p>
Redemption premium/ discount	means such amounts as would provide the debenture holders with an XIRR of 20.75% per annum excluding taxes and additional interest 1, as detailed in the debenture documents.
Redemption amount	In respect of a debenture being redeemed, an amount equal to the aggregate of the: <p>(i) debenture outstanding;</p> <p>(ii) due but unpaid cash coupon;</p> <p>(iii) the default interest; and</p> <p>other amounts due and payable in relation to such debentures or under the debenture documents or arising out of any indemnity and/or guarantee provided by the obligors under any debenture document.</p>
Coupon rate	<p>1-18 month – 9.10% p.a. payable monthly</p> <p>19-36 month– 11.30% p.a. payable monthly</p> <p>37<sup>th</sup> month-onwards – 13.10% p.a. payable monthly</p> <p>Additional interest 1: 2.71% payable upfront</p> <p>Additional interest 2: 7.80% payable upfront</p> <p>Additional interest 3: 1.78% payable within 12 months from deemed date of allotment</p> <p>additional interest 4: 3.99% payable within 12 months from deemed date of allotment.</p> <p>additional interest 4 is payable only upon certain conditions as may be mutually agreed between the issuer and the debenture trustee.</p>
Coupon frequency	Monthly
Credit Rating	ICRA has assigned a rating of BB+
Call option	Not applicable
Latest audited financials along with	Refer to following URL on the website of the Demerged Company: <a href="https://www.kesocorp.com/DOCS/annual-report.php">https://www.kesocorp.com/DOCS/annual-report.php</a>



Particulars	Description
notes to accounts and any audit qualifications	
Certificate from auditors of the Demerged Company on non-applicability of requirement to obtain certificate on payment/repayment capability of the Resulting Company against NCDs	Refer paragraph 5 of the certificate in following URL on the website of the Demerged Company: <a href="https://www.kesocorp.com/DOCS/scheme-of-arrangement-2023.php">https://www.kesocorp.com/DOCS/scheme-of-arrangement-2023.php</a>
Fairness opinion on share swap ratio	Refer to following URL on the website of the Demerged Company: <a href="https://www.kesocorp.com/DOCS/scheme-of-arrangement-2023.php">https://www.kesocorp.com/DOCS/scheme-of-arrangement-2023.php</a>
Early redemption scenario details	The Demerged Company may voluntarily redeem the debentures prior to the lock-in period by paying (i) face value of debentures; (ii) cash coupon that would have accrued to the debenture holders in relation to the debentures being redeemed during the lock-in period and redemption premium that would have accrued at the expiry of the lock-in-period, less any cash coupon and redemption premium which has already been paid to the debenture holders in relation to such debentures till such date of redemption; and (iii) Default Interest (if applicable), costs, charges and any other monies/ amounts due and payable to the debenture holders, their trustees, agents or advisors under the debenture documents in relation to the debentures being redeemed.  Further, following scenarios (more specifically elaborated in the debenture trust deed) are considered as mandatory redemption events: (i) sale of assets; (ii) capital infusion in the Demerged Company; and (iii) change of control of the Demerged Company.
Put date	Not applicable
Put price	Not applicable
Call price	Not applicable
Call date	Not applicable
Put notification time	Not applicable
Call notification time	Not applicable



### SCHEDULE 3

#### DETAILS OF INTELLECTUAL PROPERTY FORMING PART OF DEMERGED UNDERTAKING

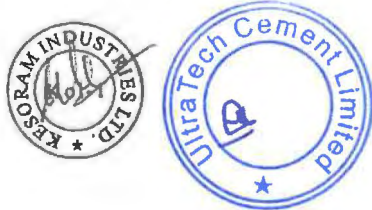
The details of the intellectual properties of the Demerged Company which form part of the Demerged Undertaking as on the date of the Board of the Demerged Company approving the Scheme include the following:

#### DETAILS OF TRADE MARK

Sr.No.	Brand Name	Trade Mark No.	Valid Upto
1	VASAVADATTA CEMENT	2438509	06-12-2032
2	BIRLA SHAKTI CEMENT 43 GRADE	2732162	06-05-2024
3	BIRLA SHAKTI CEMENT -TRUSTED TECHNOLOGY SOLID STRENGTH	2732163	06-05-2024
4	BIRLA SHAKTI CEMENT	1700492	18-06-2028
5	BIRLA SHAKTI (Word)	1700493	18-06-2028
6	BIRLA SHAKTI CEMENT	2675751	10-02-2024
7	BIRLA SHAKTI	2520605	26-04-33
8	BIRLA Fix Mix	3127922	16-12-2025
9	BIRLA SHAKTI CEMENT, VASAVADATTA CEMENT-53 GRADE, K KESORAM (Device)	2732161	06-05-2024
10	BIRLA SHAKTI CEMENT Trusted Technology - Solid Strength (SHAKTI+)	3653602	10-10-2027
11	BIRLA SHAKTI CONCRETE	2775726	17-07-2024
12	BIRLA SHAKTI CEMENT CONQUERETE	5143841	23-09-2031

Sr. No.	New Application- Common Brand	Application No.	Application Date
1	KESORAM SUPER PLAST – Non Refractory Plaster & Brick Mortar Concentrate	6056692	08-08-2023

Any brand/ trademark/ copyright and any other intellectual property right applied / acquired/ created by the Demerged Company after approval of the Scheme by the respective Boards of the Parties till the Effective Date, pertaining to the Cement Business division shall be a part of the Demerged Undertaking.



**SCHEDULE 4**  
**PRINCIPAL TERMS AND CONDITIONS FOR ISSUE OF RPS OF THE RESULTING COMPANY**

<b>Issuer</b>	The Resulting Company
<b>Type of Instrument</b>	Cumulative non-convertible redeemable preference shares of the Resulting Company
<b>Face value</b>	INR 100
<b>Coupon Rate</b>	7.3% per annum
<b>Tenure</b>	3 months from the date of allotment
<b>Redemption</b>	The Resulting Company shall redeem RPS of the Resulting Company at INR 101.825
<b>Listing</b>	The RPS of the Resulting Company will not be listed on any stock exchanges
<b>Taxation</b>	The allotment, dividend, redemption amount of RPS of the Resulting Company, are subject to Taxes including any withholding / deduction as may be applicable in accordance with provisions of Income Tax Act as amended from time to time
<b>Lock in Period</b>	There is no lock in for the RPS of the Resulting Company



**SCHEDULE 5**

**Details of NCDs of the Resulting Company listed on NSE as on the date of the Board of the Resulting Company approving the Scheme:**

Particulars	Description			
	INE481G07190	INE481G08065	INE481G08081	INE481G08099
No of NCDs	5000	2500	2500	10000
Face value per NCDs	INR 10,00,000	INR 10,00,000	INR 10,00,000	INR 10,00,000
Bid Opening Date	18th August 2016	31st May 2019	18th February 2020	4th January 2021
Bid Closing Date	18th August 2016	31st May 2019	18th February 2020	4th January 2021
Date of Allotment	22nd August 2016	4th June 2019	20th February 2020	5th January 2021
Redemption price	INR 10,00,000	INR 10,00,000	INR 10,00,000	INR 10,00,000
Redemption date	21st August 2026	4th June 2024	20th February 2025	29th December 2023
Terms of redemption	Bullet repayment on maturity			
Redemption premium/ discount	Redemption at par			
Redemption amount	INR 500 Crores	INR 250 Crores	INR 250 Crores	INR 1000 Crores
Coupon rate	7.53%	7.64%	6.68%	4.57%
Coupon frequency	Annually	Annually	Annually	Annually
Credit Rating	CRISIL AAA / Stable IND AAA / Stable	CRISIL AAA / Stable	CRISIL AAA / Stable	CRISIL AAA / Stable
Call option	Not applicable	Not applicable	Not applicable	Not applicable
Latest audited financials along with notes to accounts and any audit qualifications	Refer to following URL on the website of the Resulting Company:  <a href="https://www.ultratechcement.com/investors/financials">https://www.ultratechcement.com/investors/financials</a>			
Auditors' certificate certifying the NCDs payment/ repayment capability of	Refer to following URL on the website of the Resulting Company:  <a href="https://www.ultratechcement.com/investors/corporate-governance#scheme-of-arrangement">https://www.ultratechcement.com/investors/corporate-governance#scheme-of-arrangement</a>			





Particulars	Description
the Resulting Company	
Fairness opinion on share swap ratio	Refer to following URL on the website of the Resulting Company: <a href="https://www.ultratechcement.com/investors/corporate-governance#scheme-of-arrangement">https://www.ultratechcement.com/investors/corporate-governance#scheme-of-arrangement</a>
Put options	Not applicable
Early redemption scenario details	Not applicable
Put date	Not applicable
Put price	Not applicable
Call price	Not applicable
Call date	Not applicable
Put notification time	Not applicable
Call notification time	Not applicable

