



THE INDIA CEMENTS LIMITED

Corporate Office : Coromandel Towers, 93, Santhome High Road, Karpagam Avenue,
R.A. Puram, Chennai - 600 028. Phone : 044-28521526, 28572100
Fax : 044-2851 7198 Grams : 'INDCEMENT'
CIN : L26942TN1946PLC000931

SH/NSE/

27.02.2015

National Stock Exchange of India Ltd
Exchange Plaza, 5th Floor
Plot No.C/1, G Block
Bandra-Kurla Complex
Bandra (E)
MUMBAI 400 051.

Dear Sirs,

Sub.: Scheme of Amalgamation and Arrangement between Trinetra Cement Limited and Trishul Concrete Products Limited with The India Cements Limited and their respective shareholders

We enclose 3 copies of the Notices of separate Court Convened Meetings dated 02.02.2015 sent to our equity shareholders and Secured Creditors for approving the subject Scheme of Amalgamation.

The Court convened Meetings are scheduled to be held on Wednesday, on 25th March 2015. Soft-copies of the notices are being sent to your email id: cm1ist@nse.co.in.

Thanking you,

Yours faithfully,
for **THE INDIA CEMENTS LIMITED**


**SR PRESIDENT &
COMPANY SECRETARY**

Encl.: As above





THE INDIA CEMENTS LIMITED

CIN : L26942TN1946PLC000931

Registered Office: "Dhun Building", 827, Anna Salai, Chennai 600 002.

Corporate Office: "Coromandel Towers", 93, Santhome High Road, Karpagam Avenue,
R.A.Puram, Chennai 600 028.

Phone: 044-28521526, 28572100, 28572400 Fax: 044-28517198

Email Id: investor@indiacements.co.in Website: www.indiacements.co.in

Notice of Court Convened Meeting of the Secured Creditors

COURT CONVENED MEETING:

Day	Wednesday
Date	25.03.2015
Time	1.45 P.M.
Venue	Corporate Office: "Coromandel Towers", 93, Santhome High Road, Karpagam Avenue, R.A.Puram, Chennai 600 028.

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Form No.36
IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Ordinary Original Civil Jurisdiction)
COMPANY APPLICATION NO. 94 OF 2015

In the Matter of Companies Act, 1956 (1 of 1956)
And
In the Matter of Sections 391 to 394 of the Companies Act, 1956
And
In the Matter of Scheme of Amalgamation and Arrangement
Between
TRINETRA CEMENT LIMITED
(First Transferor Company)
And
TRISHUL CONCRETE PRODUCTS LIMITED
(Second Transferor Company)
With
THE INDIA CEMENTS LIMITED
(Transferee Company)
And
Their Respective Shareholders

THE INDIA CEMENTS LIMITED,
a Company incorporated under the
provisions of the Indian Companies Act, 1913
and having its Registered Office at
'Dhun Building',
827, Anna Salai,
Chennai 600 002.

Represented by its Company Secretary, Mr.G.Balakrishnan

... Applicant / Transferee Company

NOTICE CONVENING THE MEETING OF THE SECURED CREDITORS

To

The Secured Creditors of The India Cements Limited

TAKE NOTICE that, by an Order made on 2nd February 2015, the Hon'ble High Court of Judicature at Madras has directed that a meeting of the Secured Creditors of the Applicant Company be held at the Corporate Office: "Coromandel Towers", 93, Santhome High Road, Karpagam Avenue, R.A.Puram, Chennai 600 028, on Wednesday, the 25th day of March 2015, at 1.45 P.M. for the purpose of considering and if thought fit, approving, with or without modification(s), the proposed Scheme of Amalgamation and Arrangement between Trinetra Cement Limited (First Transferor Company) and Trishul Concrete Products Limited (Second Transferor Company) with The India Cements Limited (Applicant / Transferee Company) and their respective Shareholders (the "Scheme").

TAKE FURTHER NOTICE that in pursuance of the said Order, a meeting of the Secured Creditors of the Applicant Company will be convened and held at the Corporate Office: "Coromandel Towers", 93, Santhome High Road, Karpagam Avenue, R.A.Puram, Chennai 600 028, on Wednesday, the 25th day of March, 2015 at 1.45 P.M. at which time and place you are requested to attend.

TAKE FURTHER NOTICE that you may attend and vote at the said meeting in person or by proxy, provided that a proxy in the prescribed form, duly signed by you, is deposited at the Registered Office of the Applicant Company at 'Dhun Building', 827, Anna Salai, Chennai 600 002, not later than 48 hours before the meeting.

This Court has appointed Mr.S.Mouna Swamynathan, Advocate, to be the Chairman of the said meeting.

A copy of the above mentioned Scheme of Amalgamation and Arrangement, the Statement under Section 393 of the Companies Act, 1956, Complaints Report, Observation Letters issued by Stock Exchanges, a Form of Proxy and an Attendance Slip are enclosed.

Dated this the 2nd day of February, 2015.

Place: Chennai

Sd/-
S.MOUNA SWAMYNATHAN
Chairman Appointed for the Meeting

Registered Office:

'Dhun Building',
827, Anna Salai,
Chennai 600 002,
Tamil Nadu.

Notes:

1. A SECURED CREDITOR ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HIMSELF AND SUCH PROXY NEED NOT BE A SECURED CREDITOR OF THE APPLICANT COMPANY. The Form of Proxy, duly completed and signed should, however, be deposited at the Registered Office of the Applicant Company not less than 48 hours before the meeting.
2. Alterations, if any, made in the Form of Proxy should be initialled.
3. Only Secured Creditors of the Applicant Company may attend and vote (either in person or by proxy) at the Secured Creditors' meeting. The authorized representative of a body corporate which is a Secured Creditor of the Applicant Company may attend and vote at the Secured Creditors' meeting provided that a certified true copy of the resolution of the Board of Directors or other governing body of the body corporate authorizing such representative to attend and vote at the Secured Creditors' meeting is deposited at the Registered Office of the Applicant Company not later than 48 hours before the meeting.
4. A Secured Creditor or his Proxy is requested to bring the copy of the notice to the meeting and produce the attendance slip, duly completed and signed, at the entrance of the meeting venue.

Enclosures : As above.

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(Ordinary Original Civil Jurisdiction)

COMPANY APPLICATION NO. 94 OF 2015

In the matter of Companies Act, 1956 (1 of 1956)

And

In the matter of Sections 391 to 394 of the Companies Act, 1956

And

In the matter of Scheme of Amalgamation and Arrangement

Between

TRINETRA CEMENT LIMITED

(First Transferor Company)

And

TRISHUL CONCRETE PRODUCTS LIMITED

(Second Transferor Company)

With

THE INDIA CEMENTS LIMITED

(Transferee Company)

And

Their Respective Shareholders

THE INDIA CEMENTS LIMITED,
a Company incorporated under the
provisions of the Indian Companies Act, 1913
and having its Registered Office at
'Dhun Building',
827, Anna Salai,
Chennai 600 002.

Represented by its Company Secretary, Mr.G.Balakrishnan

... Applicant/Transferee Company

**EXPLANATORY STATEMENT PURSUANT TO SECTION 393 OF
THE COMPANIES ACT, 1956**

1. Pursuant to an Order dated 2nd February 2015 passed by the Hon'ble High Court of Judicature at Madras in the Company Application No.94 of 2015, a meeting of the Secured Creditors of The India Cements Limited ("Applicant Company" or "Transferee Company") is being convened and held for the purpose of considering and if thought fit, approving, with or without modification(s), the Scheme of Amalgamation and Arrangement between Trinetra Cement Limited (First Transferor Company) and Trishul Concrete Products Limited (Second Transferor Company) with The India Cements Limited (Transferee Company) and their respective Shareholders, pursuant to Sections 391 to 394 of the Companies Act, 1956.
2. The Hon'ble High Court of Judicature at Madras by Order dated 2nd February 2015 was pleased to issue directions for convening and holding a meeting of the Secured Creditors of the Applicant Company at the Corporate Office: "Coromandel Towers", 93, Santhome High Road, Karpagam Avenue, R.A.Puram, Chennai 600 028, on Wednesday, the 25th day of March 2015, at 1.45 P.M. to be presided over by Mr.S.Mouna Swamynathan, Advocate, as Chairman of the Meeting. The said Order will be available for inspection at the Registered Office of the Applicant Company at 'Dhun Building', 827, Anna Salai, Chennai 600 002, on any working day of the Applicant Company upto the date of meeting.

3. The Board of Directors of the Applicant Company at their meeting held on 26/02/2014 have approved the Scheme of Amalgamation and Arrangement under which the entire undertaking, business, assets and liabilities of the First Transferor Company and the Second Transferor Company will be transferred to and vested with the Transferee Company. The Board of Directors of the Applicant Company once again at a meeting held on 26/05/2014 approved certain modifications to the Scheme of Amalgamation and Arrangement whereby, "Part C" dealing with Arrangement between Transferee Company and its shareholders, was included in the Scheme. Thereafter, when the Applicant Company filed the draft Scheme with the BSE Limited (BSE) which was chosen as the designated stock exchange, the same was forwarded to the Securities and Exchange Board of India (SEBI) by BSE for its comments. The SEBI vide its letter dated 26.09.2014 addressed to BSE Limited, instructed the Applicant Company / Transferee Company to delete "Part C" dealing with Arrangement between Transferee Company and its shareholders. The Applicant / Transferee Company vide its letter addressed to BSE dated 26.09.2014 agreed to the modifications suggested by SEBI and deleted Part C, i.e. Clause 16 of the draft Scheme and "Part D" of the draft Scheme was reclassified as "Part C" and the draft Scheme was renumbered accordingly. A copy of the Scheme, setting out the terms and conditions of the amalgamation as revised and approved by the Board of Directors of The India Cements Limited (Applicant Company / Transferee Company), Trinetra Cement Limited (First Transferor Company) and Trishul Concrete Products Limited (Second Transferor Company) is enclosed.
4. With effect from the Effective Date, upon the filing of the certified copies of the orders of the Hon'ble High Court of Judicature at Madras under Sections 391 and 394 of the Companies Act, 1956 with the Registrar of Companies, Tamil Nadu, the Scheme of Amalgamation and Arrangement shall come into effect.

5. Background of Companies

5.1. The India Cements Limited:

- a) The India Cements Limited (hereinafter referred to as the 'Applicant Company' or 'Transferee Company') was incorporated on 21/02/1946 under the provisions of the Indian Companies Act, 1913, in the State of Tamil Nadu with the registration number 133 of 1945-46. The Corporate Identity Number is L26942TN1946PLC000931. The Registered Office of the Transferee Company is situated at "Dhun Building", 827, Anna Salai, Chennai 600 002, Tamil Nadu, India.
- b) The objects of the Transferee Company are as follows:
 - 1) To produce, manufacture, purchase, refine, prepare, process, import, export, sell and generally to deal in cement, portland cement, alumina cement, lime and limestone, kankar and/or by-products thereof and building materials generally and in connection therewith to acquire, erect, construct, establish, operate and maintain cement factories, limestone quarries, workshops and other works.
 - 2) To purchase, take on lease, or otherwise acquire the undertaking, business and property or any part thereof of any company or companies carrying on business as manufacturers of cement in India or elsewhere, or any other business which the Company is entitled to carry on.
 - 3) To produce, manufacture, process, treat, purchase, sell or otherwise deal with either as principals or Agents either solely or in partnership with others, cement, alumina cement, lime, plaster of paris, and other building materials of all kinds, chemicals of all kinds including acids, alkalies and salts, manures, fertilizers, dyes, caustic soda, soda ash, sulphur, magnesite, dry ice, catechu, celotex, asbestos, building boards to be used in ceiling, floor or walls, made from any fibrous materials such as bagasse, bamboo, wood, paper, jute, hemp, fire clay and fire bricks, flooring tiles, roofing materials, etc.
 - 4) To carry on all or any of the business of manufactures and sellers of and dealers and workers in cement of all kinds, concrete, asbestos, gypsum, coal, jute, hewsian cloth, gunny

bags, paper bags, lime, plasters, whiting, clay, bauxite, soapstone, ochres, paints, fixing materials, gravel, sand, bricks, tiles, pipes, pottery, earthen ware, artificial stone, and manufacturer's, builders', and dyers' requisites and conveniences of all kinds.

- 5) To carry on the business of miners, metallurgists, builders, contractors, engineers, merchants, importers and exporters, and to buy, sell and deal in, properties of all kinds.

And such other objects as are mentioned in the Memorandum of Association of the Transferee Company.

- c) The authorized, issued, subscribed and paid-up share capital of the Applicant Company, as on 31st March 2014 is as under:

Particulars	Amount in Rs.
Authorised Share Capital	
46,00,00,000 Equity Shares of Rs.10/- each	460,00,00,000
75,00,000 Redeemable Cumulative Preference Shares of Rs.100/- each	75,00,00,000
Total	535,00,00,000
Issued:	
30,71,78,723 Equity Shares of Rs.10/- each	307,17,87,230
Total	307,17,87,230
Subscribed and Paid Up:	
30,71,77,340 Equity shares of Rs.10/- each fully paid-up	307,17,73,400
Add: 1317 Equity shares of Rs.10/- each – Partly paid-up	9,094
Total	307,17,82,494

There is no change in the capital structure of the Applicant Company since March 31, 2014 till date. The Applicant Company is mainly engaged in manufacture and sale of cement. The equity shares of the Applicant Company are presently listed on BSE Limited and National Stock Exchange of India Limited. The Global Depository Shares (GDSs) issued in 2005, representing the underlying Equity Shares of the Applicant Company are listed on Luxembourg Stock Exchange, Europe. The Applicant Company is the largest producer of Cement in South India with seven Cement Plants, three Plants in Tamil Nadu, two Plants in Andhra Pradesh and two Plants in Telangana, with a capacity of 14.05 million tonnes per annum, besides 2 cement grinding plants – one at Chennai, Tamil Nadu and other at Parli, Maharashtra.

5.2. Trinetra Cement Limited:

- a) TRINETRA CEMENT LIMITED (hereinafter referred to as the 'First Transferor Company') was incorporated as a Private Limited Company on 12/03/1987 in the State of Maharashtra under the name and style of Indo Zinc Private Limited with Registration Number 42858 of 1987. The name of the Company was then changed to Indo Zinc Limited pursuant to its conversion into a public limited company on 20/01/1992. The name of the First Transferor Company was again changed to its present name Trinetra Cement Limited on 18th March 2011. The Corporate Identity Number of the First Transferor Company is L99999TN1987PLC082730. The Registered Office of the First Transferor Company is at 'Dhun Building', 827, Anna Salai, Chennai 600 002, Tamil Nadu, India.
- b) The main objects of the First Transferor Company are as follows:
 - 1) To manufacture, process, mine, extract, recycle, alter, improve, refine, mix, buy, sell, import, export and deal in zinc, copper, brass, zinc sulphate, copper sulphate, zinc

chloride and other non-ferrous metals, alloys, ash, scrap, chemical compounds and minor metals.

- 2) To manufacture, process, fabricate, draw, roll, re-roll, buy, sell, import, export and deal in bars, rods, flats, squares, shafts, ingots pipes, utensils, wire, wire products, nails, screws, hinges, sheets, plates, expanded metals, strips, hoops, rounds, circles, angles, parts and components made of all kind of ferrous and non-ferrous metals.
- 3) To produce, manufacture, refine, prepare, import, export, purchase, sell and generally to deal in all kinds of cement (ordinary, white, coloured, portland, alumina, blast, furnace, clinker, silica lime cement) cement products of any description and pipes, poles, asbestos, blocks, tiles, lime, lime stone and or by-products thereof and in connection therewith to take on lease or acquire and maintain cement factories, lime stone and other quarries and collieries, workshops and other works (Added, inter alia, as per Order dated 16.06.1995 passed by the Hon'ble Company Law Board, Bombay in Petition No. 176/17/ CLB/ WR/95).

And such other objects as are mentioned in the Memorandum of Association of the First Transferor Company.

- c) The Authorized, Issued, Subscribed and Paid-Up Share Capital of the First Transferor Company as on 31st March 2014 is as follows:

Particulars	Amount in Rs.
Authorised Share Capital:	
6,00,00,000 Equity Shares of Rs.10/- each	60,00,00,000
8,15,00,000 Preference Shares of Rs.100/- each	815,00,00,000
Total	875,00,00,000
Issued:	
45,00,000 Equity Shares of Rs.10/- each	4,50,00,000
10,00,000 - 9% Non-Convertible Cumulative Redeemable Preference Shares of Rs.100/- each	10,00,00,000
6,95,00,000 - 9% Non-Convertible Non-Cumulative Redeemable Preference Shares of Rs.100/- each	695,00,00,000
Total	709,50,00,000
Subscribed and Paid Up:	
44,75,600 Equity Shares – fully paid-up of Rs.10/- each	4,47,56,000
10,00,000 - 9% Non-Convertible Cumulative Redeemable Preference Shares – fully paid up of Rs.100/- each	10,00,00,000
6,95,00,000 - 9% Non-Convertible Non-Cumulative Redeemable Preference Shares – fully paid up of Rs.100/- each	695,00,00,000
Add: Amount paid on Forfeited Shares not re-issued (other than directors)	1,22,000
Total	709,48,78,000

There is no change in the capital structure of the First Transferor Company since March 31, 2014 till date.

The First Transferor Company is the step-down subsidiary of The India Cements Limited / the Transferee Company and is engaged in manufacture and sale of cement. The equity shares of the First Transferor Company are presently listed at BSE Limited and Madhya Pradesh Stock Exchange Limited. The First Transferor Company has its Cement Plant in Rajasthan with a capacity of 1.5 million tonnes per annum and it caters to the cement requirements of the markets in Rajasthan, Madhya Pradesh and Maharashtra.

5.3. Trishul Concrete Products Limited:

- a) TRISHUL CONCRETE PRODUCTS LIMITED (hereinafter referred to as 'Second Transferor Company'), was incorporated as a Private Limited Company on 05/07/1999 in the State of Tamil Nadu under the name and style of Trishul Concrete Products Private Limited. The name of the Company was then changed to its present name Trishul Concrete Products Limited on 21.07.2008 upon conversion into a Public Limited Company. The Corporate Identity Number of the Second Transferor Company is U26956TN1999PLC042773. The Registered Office of the Second Transferor Company is at 'Dhun Building', 827, Anna Salai, Chennai 600 002, Tamil Nadu, India.
- b) The main objects of the Second Transferor Company are as follows:
 - 1) To carry on the business of manufacture of and dealers in Readymix Concrete.
 - 2) To carry on the business of the manufacture of, and dealers in, bricks and tiles of, every description and kind, and pottery of every kind and description.
 - 3) To carry on the business of the manufacture of and dealers in, all types and kinds of cement products, lime, plastics, whiting, clay, gravel, sand, minerals, earth, artificial stone and all builders requisites.
 - 4) To carry on the business of builders, contractors, dealers in prefabricated and precast houses, buildings and erections and materials, tools, implements, machinery and metalware in connection therewith or incidental thereto.
 - 5) To carry on the business or vocation of acting as advisers and consultants on all matters and problems relating to the above.

And such other objects as are mentioned in the Memorandum of Association of the Second Transferor Company.

- c) The authorised, issued, subscribed and paid-up share capital of the Second Transferor Company as on 31st March, 2014 is as under:

Particulars	Amount in Rs.
Authorised Share Capital	
98,08,600 Equity Shares of Rs.10/- each	9,80,86,000
Total	9,80,86,000
Issued, subscribed and paid-up Share Capital	
21,87,300 Equity Shares of Rs.10/- each	2,18,73,000
Total	2,18,73,000

There is no change in the capital structure of the Second Transferor Company since March 31, 2014 till date. The Second Transferor Company is an unlisted Company and is the step-down subsidiary of The India Cements Limited, the Transferee Company. The Second Transferor Company is engaged

in manufacture and sale of cement related products viz. Readymix Concrete and it has production facilities in Chennai, Bangalore and Hyderabad.

6. **Background and Rationale for the Scheme:**

- The Transferor Companies viz. Trinetra Cement Limited (TCL) and Trishul Concrete Products Limited (TCPL) are subsidiaries of the Transferee Company and are engaged in manufacture and sale of cement and cement related products respectively. The Transferor and Transferee Companies desire to carry on business as a composite unit. The amalgamation of the companies will result in a strong and effective entity capable of carrying on the business activities more efficiently and offering better services to all the Stakeholders.
- The amalgamation will ensure greater operational synergy and expansion of the trading activities, besides saving overheads, administrative expenses, rationalization of operations and optimum utilization of financial, managerial and other resources and pave way for further growth. The amalgamation will also substantially improve assets utilization and enable the Transferee Company to fully capture the value of the acquisition of the Transferor Companies.
- The amalgamation will result in integration, greater size, scale, financial strength and flexibility which would in turn, enhance future business potential and overall stakeholder value. The synergies that exist in terms of services and resources can be put to the best advantage of all stakeholders.
- The amalgamation will result in better control over resources, increased financial strength and facilitate further resource raising for future growth and development.

It is therefore proposed to amalgamate the First Transferor Company and Second Transferor Company with the Applicant Company / Transferee Company by transfer and vesting of the Undertakings and entire business of the First Transferor Company and Second Transferor Company on a going concern basis to the Transferee Company by way of a Scheme of Amalgamation and Arrangement under Sections 391 to 394 of the Companies Act, 1956.

7. **The salient features extracted from the “Scheme” are as follows:**

PART A

DEFINITIONS & SHARE CAPITAL

1. **Definitions:**

- 1.2 **“Appointed Date”** means the date from which this Scheme shall become operative viz., the commencement of business on 1st January, 2014 or if the Board of Directors of the Transferee Company require any other date prior or subsequent to 1st January, 2014 and/or the Court modifies the Appointed date to such other date, then the same shall be the Appointed date;
- 1.6 **“Effective Date”** means the last of the following dates, namely (a) date on which certified copies of the orders of the Court under Sections 391 and 394 of the Companies Act, 1956 (or such applicable provisions of the Companies Act, 2013, as the case may be) sanctioning the Scheme are filed with the Registrar of Companies and (b) date on which the last of all such consents, approvals, permissions, resolutions, agreements, sanctions and orders necessary thereto have been obtained or passed;
- 1.11 **“Transferor Companies”** means collectively, the First Transferor Company and the Second Transferor Company but individually they would be known as First Transferor Company and Second Transferor Company;

PART B

AMALGAMATION OF COMPANIES

4. **TRANSFER OF ASSETS:**

- 4.1 Upon the coming into effect of the Scheme, that is with effect from the Appointed Date, the entire businesses and all the movable & immovable properties, Sundry Debtors, Loans and Advances, Cash and Bank Balances and Deposits with Government, Semi Government or Local Authorities,

real or personal, corporeal or incorporeal, including fixed assets, capital asset, capital work-in-progress, current assets, investments of all kinds, carry interest or other benefits in any of the Investments, lease and hire purchase contracts, lending contracts, benefits of any security arrangements, rights, title, interest, quotas, benefits and advantages of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession and /or in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies including all Patents, Trademarks, Copyrights, Trade names and other Intellectual Property Rights of any nature whatsoever and licenses in respect thereof, privileges, liberties easements, advantages, exemptions, benefits, leases including mining leases, pending applications for mining leases and prospecting licenses, leasehold rights, tenancy rights, ownership flats, quota rights, permits, approvals, authorizations, right to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, power lines, communication lines and other services, reserves, deposits, provisions, funds, benefit of all agreements, subsidies, grants, incentives including sales tax incentives, tax credits, sales-tax, turnover tax, excise, and all other interests arising of the Transferor Companies and any accretions or additions thereto after the Appointed Date (hereinafter collectively referred to as "the said assets") shall be transferred to and vested in and / or deemed to be transferred to and vested in the Transferee Company, without any further act or deed or instrument, pursuant to the provisions of Sections 391-394 of the Companies Act, 1956 (or such applicable provisions of the Companies Act, 2013, as the case may be) and other applicable provisions of the said Act, so as to become as and from the Appointed Date, the estate, assets, rights, title and interests of the Transferee Company.

- 4.2 Any floating charges created by the Transferor Companies in favour of their bankers on any of the movable assets, documents of title to goods, receivables, claims and other current assets that are acquired by the Transferor Companies from the Appointed Date till the Effective Date, shall be deemed to be the security and shall be available as security for the loans, cash credit and other working capital facilities, both fund based and non-fund based, which were sanctioned by the bankers of the Transferor Companies, either utilised fully or partly or unutilised by the Transferor Companies subject to the limits sanctioned by their respective bankers so transferred and vested in the Transferee Company pursuant to the Scheme.
- 4.3 The Scheme, as aforesaid, shall be, subject to existing charges / hypothecation / mortgage (if any as may be subsisting) over or in respect of the said assets or any part thereof in favour of Banks and Financial Institutions. Provided, however, that any reference in any security documents or arrangements to which the Transferor Companies are a party, to such assets of the Transferor Companies offered or agreed to be offered as security for any financial assistance both availed and to be availed up to any limit for which sanctions have already been obtained by the Transferor Companies shall be construed as references only to the assets pertaining to the Transferor Companies as are vested in the Transferee Company by virtue of the Sub-Clause 4.1 hereof, to the end and intent that such security, mortgage and or charge shall not extend or be deemed to extend, to any of the assets or to any of the other units or divisions of the Transferee Company, unless specially agreed to by the Transferee Company with such secured creditors and subject to the consents and approvals of the existing secured creditors of the Transferee Company.
- 4.4 It is expressly provided that in respect of such of the said assets as are movable in nature or are otherwise capable of transfer by manual or constructive delivery and / or by endorsement and delivery, the same shall be so transferred by the respective Transferor Company and shall become the property of the Transferee Company in pursuance of the provisions of Sections 391 - 394 of the Companies Act, 1956, (or such applicable provisions of the Companies Act, 2013, as the case may be) such transfer being deemed to have taken place at the location of the Registered Office of the Transferee Company, i.e., in the State of Tamil Nadu.
- 4.5 In respect of the assets other than those referred to above shall without any further act, instrument, deed or matter or thing be transferred to and vested in and / or deemed to be transferred to and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Sections 391 to 394 of the Companies Act, 1956 (or such applicable provisions of the Companies Act, 2013, as the case may be). The vesting of all such assets shall be by virtue of the provisions of

this Scheme and Sections 391 to 394 of the Companies Act, 1956 (or such applicable provisions of the Companies Act, 2013, as the case may be) be deemed to have taken place at the location of the Registered Office of the Transferee Company i.e., in the State of Tamil Nadu.

- 4.6 All benefits including under Income Tax, Sales Tax, Service Tax, MAT, Excise Duty, Customs Duty etc., to which the Transferor Companies are entitled to in terms of the various Statutes and/or Schemes of the Union and State Governments shall be available to and vest in the Transferee Company without any further act or deed.
- 4.7 Any refund under the Tax Laws received by / due to Transferor Companies consequent to the assessments made on Transferor Companies subsequent to the Appointed Date and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date, shall also belong to and be received by Transferee Company.
- 4.8 The Transferee Company may, at any time, after the coming into the effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of the secured creditors of the respective Transferor Companies or in favour of any other party to any contract or arrangement to which the Transferor Companies are a party or any writings, as may be necessary, to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Companies to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.
- 4.9 Upon the coming into effect of the Scheme, the Transferee Company may, if it considers necessary or expedient, revise (with retroactive effect, if applicable), its Income-Tax returns, TDS returns, Service Tax returns, Sale-Tax returns and other tax returns and claim refunds and/or credits etc. pertaining to business activities of the Undertakings of the Transferor Companies, pursuant to the provisions of the Scheme.

5. TRANSFER OF DEBTS AND LIABILITIES:

- 5.1 With effect from the Appointed Date, all debts, liabilities, loans, borrowings, bills payable, deposits, security deposits, interest accrued, duties and obligations of the respective Transferor Companies including contingent liabilities not provided in their books and any accretions and additions or reductions thereto after the Appointed Date shall also stand transferred or be deemed to be transferred without any further act or instrument or deed to the Transferee Company so as to become as and from that date, the debts, liabilities, loans, borrowings, bills payable, deposits, security deposits, interest accrued, duties and obligations of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause, PROVIDED ALWAYS that nothing in this Clause shall or is intended to enlarge the security for any loan, deposit or other indebtedness created by the Transferor Companies prior to the Appointed Date which shall be transferred to and vested in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be required or obliged in any manner to create any further or additional security therefor after the Appointed Date or otherwise.
- 5.2 All the loans, advances and other facilities sanctioned to the Transferor Companies by their bankers prior to the Appointed Date, which are partly drawn / utilised shall be deemed to be the loans and advances sanctioned to the Transferee Company and the said loans and advances shall be drawn / utilised either partly or fully by the respective Transferor Companies from the Appointed Date till the Effective Date and all the advances / loans and or other facilities so drawn by the respective Transferor Companies (within the overall limits sanctioned by their bankers) shall on the Effective Date be treated as advances and loans made available to the Transferee Company under any loan agreement and shall become the obligation of the Transferee Company without any further act, or deed on the part of the Transferee Company.
- 5.3 Upon the coming into effect of this Scheme, the limits of the Transferee Company for borrowing, lending, providing loans and advances, investments or providing guarantees or giving donations,

shall without further act or deed stand enhanced by an amount equivalent to the combined authorised limits of the Transferor Companies, such limits being incremental to the existing limits of the Transferee Company.

- 5.4 The resolutions, if any, of the Board of Directors, or Committees thereof, Shareholders, Debenture Holders of the Transferor Companies which are valid and subsisting on the Effective Date shall be continued to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable legislations then said limits shall be added and shall constitute the aggregate of the said limits of the Transferee Company.
- 5.5 Upon this Scheme coming into effect, any loan or liabilities other obligations due and all the interparty transactions or commitments between or amongst the Transferor Companies and the Transferee Company shall stand discharged and shall stand cancelled and there shall be no liability in that behalf.

8. EMPLOYEES

- 8.1 Upon the Scheme becoming effective, all the employees in the service of the Transferor Companies immediately before the Effective Date shall become the employees of the Transferee Company, on the basis that:
- a) Their services shall have been continuous and shall not have been interrupted by reason of such transfer;
 - b) The terms and conditions of employment applicable to the said employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately before the transfer;
 - c) In the event of retrenchment of such employees, the Transferee Company shall be liable to pay compensation in accordance with law on the basis that the services of the employees shall have been continuous and shall not have been interrupted by reason of such transfer; and
 - d) In so far as the existing provident fund trusts, gratuity fund and pension and / or superannuation fund trusts created by the Transferor Companies for its employees are concerned, the part of the funds referable to the employees who are being transferred shall be continued for the benefit of the employees who are being transferred to the Transferee Company pursuant to the Scheme in the manner provided hereinafter. In the event that the Transferee Company has its own funds in respect of any of the funds referred to above, the amounts in such funds in respect of contributions pertaining to the employees of the Transferor Companies shall, subject to approvals and permissions, if required, be transferred to the relevant funds of the Transferee Company. In the event that the Transferee Company does not have its own fund, in respect of any of the aforesaid matters, the Transferee Company may, subject to approvals and permissions, if required, continue to contribute to the relevant funds of the Transferor Companies until such time that the Transferee Company creates its own fund, at which time the contributions pertaining to the employees of the Transferor Companies shall be transferred to the funds created by the Transferee Company. Provided however that, the Transferee Company shall be at liberty to form or restructure its provident fund trusts, gratuity fund and pension and/or superannuation fund trusts in such manner as may be decided by its Board of Directors, subject to compliance of relevant labour laws and any other allied laws for the purpose.

10. CONVERSION OF DEBENTURES ISSUED BY THE SECOND TRANSFEROR COMPANY INTO EQUITY SHARES

- 10.1. With effect from the Appointed Date and upon the Scheme becoming effective, 3,73,44,370 - Zero% unsecured convertible debentures of Rs.100/- each appearing in the books of the Second Transferor Company shall without any further applications, act, instrument or deed get converted into 76,21,300 Equity Shares of Rs.10/- each at a premium of Rs.480/- per share of the Second Transferor Company.

- 10.2. The premium arising out of the said conversion of Zero% unsecured convertible debentures into equity shares as per clause 10.1, shall be transferred to the Securities Premium Account, in the books of the Second Transferor Company, and created upon the conversion.
- 10.3. An amount of Rs.365,82,24,000 (Rupees Three Hundred and Sixty Five Crores Eighty Two Lakhs Twenty Four Thousand Only) shall be transferred to the Securities Premium Account as per Clauses 10.1 and 10.2 as stated above.
- 10.4. Approval of this Scheme by the Shareholders of the Second Transferor Company shall be deemed to be the due compliance of the Act and such other regulations as are relevant and applicable for the conversion of debentures into equity shares by the Second Transferor Company.

12. **CONSIDERATION**

- 12.1 Upon the Scheme becoming fully effective, in consideration of the transfer and vesting of the Undertakings of the Transferor Companies in the Transferee Company in terms of the Scheme, the Transferee Company shall without any further applications, act, instrument or deed, issue and allot to the equity shareholders of the Transferor companies whose names are recorded in the Register of Members of the Transferor Companies, (the 'Members') on the Record Date, equity shares in the following manner:
 - (i) 2 (Two) equity shares of Rs.10 each/- fully paid up in the Transferee Company for every 9 (Nine) equity shares of Rs.10/- each fully paid up held in the First Transferor company;
 - (ii) 7 (Seven) equity shares of Rs.10/- each fully paid up in the Transferee Company for every 3 (Three) equity shares of Rs.10/- each fully paid up held in the Second Transferor Company.

(The above ratio as detailed in which the equity shares of the Transferee Company are to be allotted to the shareholders of the Transferor Companies by the Transferee Company is hereinafter referred to as the "Share Exchange Ratio.")
- 12.2 The fraction of share if any less than 1/2 of an equity share shall be ignored and fraction equal to or more than 1/2 of an equity share shall be treated as one share for the purpose of allotment.
- 12.3 All equity shares held by the Transferee Company or its subsidiaries in any of the Transferor Companies shall stand cancelled as an integral part of the scheme and no equity shares of the Transferee Company shall be allotted in respect of such equity shares.
- 12.4 The preference shares issued by the First Transferor Company are fully held by the Transferee Company. Therefore, the preference shares held by the Transferee Company in the First Transferor Company shall stand cancelled as an integral part of the Scheme and no preference shares of the Transferee Company shall be allotted in respect of the preference shares of the First Transferor Company.
- 12.5 Upon Equity Shares being issued and allotted by the Transferee Company to the shareholders of the Transferor Companies, in accordance with Clause 12.1, the share certificates in relation to the shares held by the said shareholders in the Transferor Companies shall be deemed to have been cancelled and extinguished and be of no effect on and from such issue and allotment.
- 12.6 The Equity Shares in accordance with Clause 12.1 shall be issued in dematerialized form to those shareholders who hold the shares of the First Transferor Company in dematerialized form, provided all details relating to the account with the Depository Participant are available to the Transferee Company. All those shareholders who hold shares in physical form shall be issued Equity Shares in physical form unless otherwise communicated in writing by such shareholders on or before such date as may be determined by the Transferee Company or committee created thereof.
- 12.7 The Transferee Company shall, if and to the extent required, apply for and obtain any approvals from concerned regulatory authorities for the issue and allotment by the Transferee Company of Equity Shares to the members of the Transferor Companies under the Scheme.
- 12.8 The Equity Shares of the Transferee Company being issued in accordance with Clause 12.1 shall be listed on all the stock exchanges on which the shares of the Transferee Company are listed as on the Effective Date.

- 12.9 The said equity shares to be issued and allotted by the Transferee Company shall be subject to Memorandum of Association & Articles of Association of the Transferee Company and shall rank pari passu in all respects from the date of allotment in terms of this scheme, with the existing equity shares of the Transferee Company, with all rights thereto, and shall be entitled to full dividend, if any, which may be declared by the Transferee Company after the effective date of the scheme.
- 12.10 In the event of there being any pending share transfer, whether lodged or outstanding, of any shareholder of the Transferor Companies, the Board of Directors or any Committee thereof of the Transferee Company at its sole discretion shall be empowered in appropriate circumstances, even subsequent to the Record Date or the Effective Date, as the case may be to effectuate such a transfer in the Transferee Company as if such changes in the registered holders were operative on the Record Date, in order to remove any difficulties arising to the transfer of the share in the Transferee Company and in relation to any new shares, after the Scheme becomes effective. The Board of Directors of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of implementation of the Scheme and registration of new members in the Transferee Company on account of the difficulties if any in the transition period.
- 12.11 In the event of the Transferee Company issuing any shares or any bonds or any debentures (non-convertible or partly or fully convertible) or any shares by way of bonus or rights to its shareholders on or after the date of acceptance of the Scheme by the Board of Directors of the Transferor Companies and the Transferee Company, and before issue of shares under Clause 12.1 hereof, the Transferee Company shall reserve for allotment to the members of the Transferor Companies, the number of such shares, bonds or debentures to which the members of the Transferor Companies would be entitled in terms of such issue, if this Scheme of Amalgamation had become effective prior to such issue. The shares, bonds or debentures so reserved as aforesaid shall be allotted (in the case of bonus shares) or offered (in case of rights issue) to the members of the Transferor Companies only if this Scheme of Amalgamation becomes effective as specified herein and on the terms and conditions as those governing such allotment or issue to the members of the Transferee Company save and except that the dates of acceptance, splitting, renunciation, payment and allotment on the date from which such shares, bonds or debentures shall rank for dividend and interest shall be suitably fixed by the Board of Directors of the Transferee Company having due regard to similar dates fixed in respect of the issue of offer thereof to the shareholders of the Transferee Company.
- 12.12 Approval of this Scheme by the Shareholders of the Transferee Company shall be deemed to be the due compliance of Section 62(1)(c) of the Companies Act, 2013 and any other relevant provisions of the Act and such other regulations as are relevant and applicable for the issue and allotment of new equity shares by the Transferee Company.
- 13. CONDUCT OF BUSINESS OF THE TRANSFEROR COMPANIES TILL EFFECTIVE DATE**
- 13.1 With effect from the Appointed Date and upto and including the Effective Date:
- The Transferor Companies shall carry on, and be deemed to have been carrying on, all business activities and shall be deemed to have been held for and on account of, and in trust for, the Transferee Company.
 - All profits or income or taxes, including but not limited to income tax, fringe benefit tax, advance taxes, minimum alternate tax, tax deducted at source by or on behalf of the Transferor Companies, wealth tax, sales tax, value added tax, excise duty, service tax, customs duty, etc, accruing or arising to the Transferor Companies, or losses arising or expenditure incurred by them, on and from Appointed Date upto the Effective Date, shall for all purposes be treated as, and be deemed to be treated as, the profits or income or losses or expenditure or the said taxes of the Transferee Company.
 - The Transferor Companies shall carry on its business activities with proper prudence and diligence and shall not, without prior written consent of the Transferee Company, alienate, charge or otherwise deal with or dispose off any of the business undertaking or any part thereof (except in the ordinary course of business or pursuant to any pre-existing obligations undertaken by the Transferor Companies prior to the Appointed Date).

- d. The Transferee Company shall also be entitled, pending sanction of the Scheme, to apply to the Central Government, State Government, and all other agencies, departments and statutory authorities concerned, wherever necessary, for such consents, approvals and sanctions which the Transferee Company may require in relation to the Undertaking of the Transferor Companies including the registration, approvals, exemptions, reliefs, etc., as may be required / granted under any law for time being in force for carrying on business by the Transferee Company.
 - e. The Transferor Companies shall not declare any dividend, between the Appointed Date and the Effective Date, without the prior written consent of the Transferee Company.
 - f. The Transferor Companies shall not make any modification to its capital structure, either by an increase (by issue of rights shares, bonus shares, convertible debentures or otherwise), decrease, reclassification, sub-division or re-organisation or in any other manner, whatsoever, except by mutual consent of the Boards of Directors of the Transferor Companies and of the Transferee Company.
 - g. The Transferor Companies shall not vary, except in the ordinary course of business, the terms and conditions of the employment of their employees without the consent of the Board of Directors of the Transferee Company.
15. **DISSOLUTION OF TRANSFEROR COMPANIES**
- 15.1 Subject to an order being made by the Court under Section 394 of the Companies Act, 1956 (or such applicable provisions of the Companies Act, 2013, as the case may be) the Transferor Companies shall be dissolved without the process of winding up on the Scheme becoming effective in accordance with the provisions of the Act and the Rules made thereunder.

PART C

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE ENTIRE SCHEME

18. **SCHEME CONDITIONAL ON APPROVALS / SANCTIONS**
- 18.1. This Scheme is conditional upon and subject to the sanction of the requisite majority of members of the Transferor Companies and the Transferee Company, the sanction of the Court, and such other sanctions and approvals as may be required by law being obtained, all necessary certified copies of the orders referred to in the Scheme being filed with the Registrar of Companies, Tamil Nadu, Chennai, Andaman and Nicobar Islands.
- 18.2. In the event of the Scheme failing to take finality, the Scheme shall become null and void and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or their creditors or employees or any other person.
- 18.3. In the event of non-fulfillment of any or all obligations under the Scheme, by one company towards the other company inter-se, or to third parties, the non-performance of which will put the other company under any obligation, then defaulting company will indemnify all costs, interests, etc. to the other company.
- 18.4. Approval of this Scheme by the requisite majorities of the shareholders of the Transferor Companies and the Transferee Company and the Scheme being approved by the majority of the public shareholders of the First Transferor Company participating in the voting through the procedure of postal ballot and e-voting, in compliance with the applicable circulars issued by the Securities and Exchange Board of India, for the time being in force.
- 18.5. This Scheme, although to come into operation from the Appointed Date, shall not become effective until the later of the following dates, namely:
- 18.5.1. The last of the dates on which the last of the aforesaid consents, approvals, resolutions and orders as mentioned in Clause 18.1 shall be obtained or passed; or
 - 18.5.2. The last of the dates on which all necessary certified copies of orders of the Court sanctioning the Scheme pursuant to sections 391 and 394 of the Companies Act, 1956 (or such applicable provisions of the Companies Act, 2013, as the case may be) shall be duly filed with the Registrar of Companies, Tamil Nadu, Chennai, Andaman and Nicobar Islands.

8. The Secured Creditors are requested to read the entire text of the Scheme of Amalgamation and Arrangement, annexed to this Notice, to get better acquainted with the provisions thereof. As stated above, the aforesaid are only salient features thereof.
9. The Scheme is conditional and subject to necessary sanctions and approvals as set out in the Scheme.
10. No investigation proceedings have been instituted or are pending under Sections 235 to 251 of the Companies Act, 1956 or the corresponding Sections of the Companies Act, 2013, against the Applicant / Transferee Company.
11. The Applicant Company will make a Petition under Section 394 and other applicable provisions of the Companies Act, 1956 or the corresponding sections of the Companies Act, 2013 to the Hon'ble High Court of Judicature at Madras for sanctioning the Scheme.
12. With effect from the Effective Date, upon the filing of the certified copies of the Orders of the Hon'ble High Court of Judicature at Madras, under Sections 391 to 394 of the Companies Act, 1956 with the Registrar of Companies, Tamil Nadu, the Scheme of Amalgamation and Arrangement shall come into effect.
13. The Directors and Key Managerial Personnel ('KMPs') of the Applicant / Transferee Company, First Transferor Company and Second Transferor Company may be deemed to be concerned and/or interested in the Scheme to the extent of the shares that may be held by them, if any, or by the Companies, firms, institutions, trusts of which they are directors, partners, members or trustee in the Applicant / Transferee Company, First Transferor Company and Second Transferor Company. None of the Directors, Key Managerial Personnel or relatives of the directors and KMPs of the Applicant / Transferee Company, First Transferor Company and Second Transferor Company have any material, financial or other interest, in the Scheme, except as shareholders to the extent appearing in the Register of Directors' shareholding and Register of Members maintained by the Applicant / Transferee Company, First Transferor Company and Second Transferor Company respectively.
14. The details of the present Directors, Key Managerial Personnel of the Applicant / Transferee Company and their shareholding either individually or jointly as a first holder or as a nominee in the Applicant / Transferee Company, First Transferor Company and Second Transferor Company as on 31.12.2014, are as under:

Name of the Director & Key Managerial Personnel	Position in The India Cements Limited (Transferee Company)	Equity Shares held in		
		The India Cements Limited (Transferee Company)	Trinetra Cement Limited (First Transferor Company)	Trishul Concrete Products Limited (Second Transferor Company)
Sri N.Srinivasan	Vice Chairman & Managing Director, Promoter, Executive Director and Chief Executive Officer	427400	0	0
Smt. Chitra Srinivasan	Promoter, Non-Executive Director	78580	0	0
Smt. Rupa Gurunath	Wholetime Director, Promoter, Executive Director	36440	0	0
Sri Arun Datta	Independent, Non-Executive Director	4000	0	0
Sri Basavaraju	Nominee of Life Insurance Corporation of India, Non-Executive Director	0	0	0

Name of the Director & Key Managerial Personnel	Position in The India Cements Limited (Transferee Company)	Equity Shares held in		
		The India Cements Limited (Transferee Company)	Trinetra Cement Limited (First Transferor Company)	Trishul Concrete Products Limited (Second Transferor Company)
Sri R.K.Das	Independent, Non-Executive Director	1500	0	0
Sri N.R.Krishnan	Independent, Non-Executive Director	0	0	0
Sri V.Manickam	Independent, Non-Executive Director	0	0	0
Sri N.Srinivasan (F&R)	Independent, Non-Executive Director	0	0	0
Sri Nagaraj Garla	Nominee of IDBI Bank Ltd., Non-Executive Director	0	0	0
Sri G.Balakrishnan	Company Secretary	4102	50	500
Sri R.Srinivasan	Chief Financial Officer	15000	0	0

15. The details of the present Directors, Key Managerial Personnel of the Trinetra Cement Limited / First Transferor Company and their shareholding either individually or jointly as a first holder or as a nominee in the Applicant / Transferee Company, First Transferor Company and Second Transferor Company as on 31.12.2014, are as under:

Name of the Director & Key Managerial Personnel	Position in Trinetra Cement Limited (First Transferor Company)	Equity Shares held in		
		The India Cements Limited (Transferee Company)	Trinetra Cement Limited (First Transferor Company)	Trishul Concrete Products Limited (Second Transferor Company)
Sri N.Srinivasan	Chairman, Promoter, Non-Executive Director	427400	0	0
Sri Arun Datta	Independent, Non-Executive Director	4000	0	0
Sri R.K.Das	Independent, Non-Executive Director	1500	0	0
Sri N.R.Krishnan	Independent, Non-Executive Director	0	0	0
Sri L.Sabaretnam	Independent, Non-Executive Director	250	0	0
Sri V.Manickam	Independent, Non-Executive Director	0	0	0
Sri T.S.Raghupathy	Promoter, Non-Executive Director and Chief Executive Officer	50000	50	1100
Sri PL.Subramanian	Promoter, Non-Executive Director	18440	50	0
Sri R.Srinivasan	Promoter, Non-Executive Director and Chief Financial Officer	15000	0	0
Sri V.M.Mohan	Promoter, Non-Executive Director	26846	50	600
Sri S Sridharan	Company Secretary	3507	2	500

16. The details of the present Directors, Key Managerial Personnel of the Trishul Concrete Products Limited / Second Transferor Company and their shareholding either individually or jointly as a first holder or as a nominee in the Applicant / Transferee Company, First Transferor Company and Second Transferor Company as on 31.12.2014, are as under:

Name of the Director & Key Managerial Personnel	Position in Trishul Concrete Products Limited (Second Transferor Company)	Equity Shares held in		
		The India Cements Limited (Transferee Company)	Trinetra Cement Limited (First Transferor Company)	Trishul Concrete Products Limited (Second Transferor Company)
Sri N.Srinivasan	Chairman, Promoter, Non-Executive Director	427400	0	0
Smt. Rupa Gurunath	Promoter, Non-Executive Director	36440	0	0
Sri Ashwin Srinivasan	Promoter, Non-Executive Director	25000	0	0
Sri T.S.Raghupathy	Non-Executive Director	50000	50	1100
Sri PL.Subramanian	Non-Executive Director	18440	50	0
Ms.A.P.Selvakumari	Company Secretary	240	2	0

17. The Pre-Amalgamation capital structure of the Applicant / Transferee Company, First Transferor Company and the Second Transferor Company is as follows:

Pre-Amalgamation

Name of the Company: The India Cements Limited (Applicant / Transferee Company)

Particulars	Amount in Rs.
Authorised Share Capital	
46,00,00,000 Equity Shares of Rs.10/- each	460,00,00,000
75,00,000 Redeemable Cumulative Preference Shares of Rs.100/- each	75,00,00,000
Total	535,00,00,000
Issued:	
30,71,78,723 Equity Shares of Rs.10/- each	307,17,87,230
Total	307,17,87,230
Subscribed and Paid Up:	
30,71,77,340 Equity shares of Rs.10/- each - Fully paid up	307,17,73,400
Add: 1317 Equity shares of Rs.10/- each – Partly paid up	9,094
Total	307,17,82,494

Pre-Amalgamation

Name of the Company : Trinetra Cement Limited (First Transferor Company)

Particulars	Amount in Rs.
Authorised Share Capital:	
6,00,00,000 Equity Shares of Rs.10/- each	60,00,00,000
8,15,00,000 Preference Shares of Rs.100/- each	815,00,00,000
Total	875,00,00,000

Particulars	Amount in Rs.
Issued:	
45,00,000 Equity Shares of Rs.10/- each	4,50,00,000
10,00,000 - 9% Non-Convertible Cumulative Redeemable Preference Shares of Rs.100/- each	10,00,00,000
6,95,00,000 - 9% Non-Convertible Non-Cumulative Redeemable Preference Shares of Rs.100/- each	695,00,00,000
Total	709,50,00,000
Subscribed and Paid Up:	
44,75,600 Equity Shares of Rs.10/- each – Fully paid up	4,47,56,000
10,00,000 - 9% Non-Convertible Cumulative Redeemable Preference Shares – fully paid up of Rs.100/- each	10,00,00,000
6,95,00,000 - 9% Non-Convertible Non-Cumulative Redeemable Preference Shares – fully paid up of Rs.100/- each	695,00,00,000
Add: Amount paid on Forfeited Shares not re-issued (other than directors)	1,22,000
Total	709,48,78,000

Pre-Amalgamation

Name of the Company: Trishul Concrete Products Limited (Second Transferor Company)

Particulars	Amount in Rs.
Authorised Share Capital	
98,08,600 Equity Shares of Rs.10/- each	9,80,86,000
Total	9,80,86,000
Issued, subscribed and paid-up Share Capital	
21,87,300 Equity Shares of Rs.10/- each - Fully paid up	2,18,73,000
Total	2,18,73,000

18. The Post Amalgamation capital structure of the Applicant / Transferee Company is as follows:

Post-Amalgamation

Name of the Company: The India Cements Limited (Applicant / Transferee Company)

Particulars	Amount in Rs.
Authorised Share Capital	
52,98,08,600 Equity Shares of Rs.10/- each	5,29,80,86,000
75,00,000 Redeemable Cumulative Preference Shares of Rs.100/- each	75,00,00,000
815,00,000 Preference Shares of Rs.100/- each	8,15,00,00,000
Total	14,19,80,86,000
Issued:	
30,81,53,140 Equity Shares of Rs.10/- each	3,08,15,31,400
Total	3,08,15,31,400
Subscribed and Paid Up:	
30,81,51,757 Equity shares of Rs.10/- each – Fully paid up	3,08,15,17,570
Add: 1317 Equity shares of Rs.10/- each – Partly paid up	9,094
Total	3,08,15,26,664

19. The Pre-Amalgamation shareholding pattern of the Applicant / Transferee Company, the First Transferor Company and the Second Transferor Company as on 31.12.2014, are as follows:

Pre-Amalgamation

Name of the Company: The India Cements Limited (Applicant / Transferee Company)

Category code	Category of shareholder	Number of share holders	Total number of shares	Number of shares held in dematerialized form	Total shareholding as a percentage of total number of shares		Shares Pledged or otherwise encumbered	
					As a percentage of (A+B)	As a percentage of (A+B+C)	Number of Shares	As a percentage (IX) = (VIII) / (IV) * 100
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX) = (VIII) / (IV) * 100
(A)	Promoter and Promoter Group							
(1)	Indian							
(a)	Individuals/ Hindu Undivided Family	3	20015896	20015896	6.60	6.51	—	—
(b)	Central Government/ State Government(s)	—	—	—	—	—	—	—
(c)	Bodies Corporate	3	66168057	66168057	21.83	21.54	66100625	99.90
(d)	Financial Institutions/ Banks	—	—	—	—	—	—	—
(e)	Any Other (specify)							
	i Directors & Relatives	3	542420	542420	0.18	0.18	—	—
	Sub-Total (A)(1)	9	86726373	86726373	28.61	28.23	66100625	76.22
(2)	Foreign							
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)	—	—	—	—	—	—	—
(b)	Bodies Corporate	—	—	—	—	—	—	—
(c)	Institutions	—	—	—	—	—	—	—
(d)	Qualified Foreign Investor	—	—	—	—	—	—	—
(e)	Any Other (specify)	—	—	—	—	—	—	—
	Sub-Total (A)(2)	—	—	—	—	—	—	—
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)	9	86726373	86726373	28.61	28.23	66100625	76.22
(B)	Public shareholding						N.A	N.A
(1)	Institutions						N.A	N.A
(a)	Mutual Funds/UTI	30	14814506	14800016	4.89	4.83	—	—
(b)	Financial Institutions/ Banks	24	959220	951295	0.31	0.31	—	—
(c)	Central Government/ State Government(s)	—	—	—	—	—	—	—
(d)	Venture Capital Funds	—	—	—	—	—	—	—
(e)	Insurance Companies	8	23376737	23376487	7.71	7.61	—	—
(f)	Foreign Institutional Investors	116	100236640	100194940	33.07	32.63	—	—
(g)	Foreign Venture Capital Investors	—	—	—	—	—	—	—
(h)	Qualified Foreign Investor	—	—	—	—	—	—	—
(i)	Any Other (specify)	—	—	—	—	—	—	—
	Sub-Total (B)(1)	178	139387103	139322738	45.98	45.38	—	—

Category code	Category of shareholder	Number of share holders	Total number of shares	Number of shares held in dematerialized form	Total shareholding as a percentage of total number of shares		Shares Pledged or otherwise encumbered	
					As a percentage of (A+B)	As a percentage of (A+B+C)	Number of Shares	As a percentage
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX) = (VIII) / (IV) * 100
(2)	Non-institutions						N.A	N.A
(a)	Bodies Corporate	1298	37836787	37794962	12.48	12.32	—	—
(b)	Individuals -							
	i) Individual shareholders holding nominal share capital up to Rs. 1 lakh.	92033	21634167	20376162	7.14	7.04	—	—
	ii) Individual share holders holding nominal share capital in excess of Rs. 1 lakh.	162	5774887	5661705	1.91	1.88	—	—
(c)	Qualified Foreign Investor	—	—	—	—	—	—	—
(d)	Any Other (specify)							
	i Directors & Relatives	2	5500	4000	0.00	0.00	—	—
	ii Foreign Corporate Body	3	1385560	1385560	0.46	0.45	—	—
	iii Overseas Corporate Bodies	2	2000	1500	0.00	0.00	—	—
	iv Non-Resident Individuals	1400	1075768	1070410	0.36	0.35	—	—
	v Custodian of enemy Property	37	11854	0	0.00	0.00	—	—
	vi Trust	15	69786	69786	0.02	0.02	—	—
	vii Hindu Undivided Families	1706	854966	854966	0.28	0.28	—	—
	viii Clearing Member	198	481619	481619	0.16	0.16	—	—
	ix Foreign Port Folio Investor-Corporate	8	7885356	7885356	2.60	2.57	—	—
	x Limited Liability Partnership	1	372	372	0.00	0.00	—	—
	Sub-Total (B)(2)	96865	77018622	75586398	25.41	25.07	—	—
	Total Public Shareholding (B)= (B)(1)+(B)(2)	97043	216405725	214909136	71.39	70.45	N.A	N.A
	TOTAL (A)+(B)	97052	303132098	301635509	100.00	98.68	66100625	21.81
(C)	Shares held by Custodians and against which Depository Receipts have been issued				N.A		N.A	N.A
	(1) Promoter and Promoter Group	—	—	—	—	—	—	—
	(2) Public							
	i. Global Depository Receipts (GDRs)	1	11437	0	—	0.00	—	—
	ii. Global Depository Shares (GDSs)	1	4035122	4035122	—	1.32	—	—
	TOTAL (C)	2	4046559	4035122	—	1.32	N.A	N.A
	GRAND TOTAL (A)+(B)+(C)	97054	307178657	305670631	N.A	100.00	66100625	21.52

Pre-Amalgamation

Name of the Company : Trinetra Cement Limited (First Transferor Company)

Category code	Category of shareholder	Number of share holders	Total number of shares	Number of shares held in dematerialized form	Total shareholding as a percentage of total number of shares		Shares Pledged or otherwise encumbered	
					As a percentage of (A+B)	As a percentage of (A+B+C)	Number of Shares	As a percentage (IX) =(VIII) / (IV) * 100
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX) =(VIII) / (IV) * 100
(A)	Promoter and Promoter Group							
(1)	Indian							
(a)	Individuals/ Hindu Undivided Family	—	—	—	—	—	—	—
(b)	Central Government/ State Government(s)	—	—	—	—	—	—	—
(c)	Bodies Corporate	1	2739874	2739874	61.22	61.22	2295600	83.78
(d)	Financial Institutions/ Banks	—	—	—	—	—	—	—
(e)	Any Other (specify)	—	—	—	—	—	—	—
	Sub-Total (A)(1)	1	2739874	2739874	61.22	61.22	2295600	83.78
(2)	Foreign							
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)	—	—	—	—	—	—	—
(b)	Bodies Corporate	—	—	—	—	—	—	—
(c)	Institutions	—	—	—	—	—	—	—
(d)	Qualified Foreign Investor	—	—	—	—	—	—	—
(e)	Any Other (specify)	—	—	—	—	—	—	—
	Sub-Total (A)(2)	—	—	—	—	—	—	—
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)	1	2739874	2739874	61.22	61.22	2295600	83.78
(B)	Public shareholding						N.A	N.A
(1)	Institutions						N.A	N.A
(a)	Mutual Funds/UTI	3	97600	—	2.18	2.18	—	—
(b)	Financial Institutions/ Banks	1	400	—	0.01	0.01	—	—
(c)	Central Government/ State Government(s)	—	—	—	—	—	—	—
(d)	Venture Capital Funds	—	—	—	—	—	—	—
(e)	Insurance Companies	—	—	—	—	—	—	—
(f)	Foreign Institutional Investors	—	—	—	—	—	—	—
(g)	Foreign Venture Capital Investors	—	—	—	—	—	—	—
(h)	Qualified Foreign Investor	—	—	—	—	—	—	—
(i)	Any Other (specify)	—	—	—	—	—	—	—
	Sub-Total (B)(1)	4	98000	—	2.19	2.19	—	—

Category code	Category of shareholder	Number of share holders	Total number of shares	Number of shares held in dematerialized form	Total shareholding as a percentage of total number of shares		Shares Pledged or otherwise encumbered	
					As a percentage of (A+B)	As a percentage of (A+B+C)	Number of Shares	As a percentage
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX) =(VIII) / (IV) * 100
(2)	Non-institutions						N.A	N.A
(a)	Bodies Corporate	54	259138	38238	5.79	5.79	—	—
(b)	Individuals -							
	i) Individual shareholders holding nominal share capital up to Rs. 1 lakh.	3940	970999	178159	21.70	21.70	—	—
	ii) Individual share holders holding nominal share capital in excess of Rs. 1 lakh.	10	385846	85146	8.62	8.62	—	—
(c)	Qualified Foreign Investor	—	—	—	—	—	—	—
(d)	Any Other (specify)							
	i Directors	3	150	150	0.00	0.00	—	—
	ii Hindu Undivided Families	4	799	799	0.02	0.02	—	—
	iii Non-Resident Individuals	17	20200	2100	0.45	0.45	—	—
	iv Clearing Member	2	594	594	0.01	0.01	—	—
	Sub-Total (B)(2)	4030	1637726	305186	36.59	36.59	—	—
	Total Public Shareholding (B)= (B)(1)+(B)(2)	4034	1735726	305186	38.78	38.78	N.A	N.A
	TOTAL (A)+(B)	4035	4475600	3045060	100.00	100.00	2295600	51.29
(C)	Shares held by Custodians and against which Depository Receipts have been issued				N.A		N.A	N.A
	(1) Promoter and Promoter Group	—	—	—	—	—	—	—
	(2) Public	—	—	—	—	—	—	—
	TOTAL (C)	—	—	—	—	—	N.A	N.A
	GRAND TOTAL (A)+(B)+(C)	4035	4475600	3045060	N.A	100.00	2295600	51.29

Pre-Amalgamation

Name of the Company: Trishul Concrete Products Limited (Second Transferor Company)

Category code	Category of shareholder	Number of share holders	Total number of shares	Number of shares held in dematerialized form	Total shareholding as a percentage of total number of shares		Shares Pledged or otherwise encumbered	
					As a percentage of (A+B)	As a percentage of (A+B+C)	Number of Shares	As a percentage
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX) = (VIII) / (IV) * 100
(A)	Promoter and Promoter Group							
(1)	Indian							
(a)	Individuals/ Hindu Undivided Family	—	—	—	—	—	—	—
(b)	Central Government/ State Government(s)	—	—	—	—	—	—	—
(c)	Bodies Corporate	2	1935000	—	88.47	88.47	—	—
(d)	Financial Institutions/ Banks	—	—	—	—	—	—	—
(e)	Any Other (specify)	—	—	—	—	—	—	—
	Sub-Total (A)(1)	2	1935000	—	88.47	88.47	—	—
(2)	Foreign							
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)	—	—	—	—	—	—	—
(b)	Bodies Corporate	—	—	—	—	—	—	—
(c)	Institutions	—	—	—	—	—	—	—
(d)	Qualified Foreign Investor	—	—	—	—	—	—	—
(e)	Any Other (specify)	—	—	—	—	—	—	—
	Sub-Total (A)(2)	—	—	—	—	—	—	—
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)	2	1935000	—	88.47	88.47	—	—
(B)	Public shareholding						N.A	N.A
(1)	Institutions						N.A	N.A
(a)	Mutual Funds/UTI	—	—	—	—	—	—	—
(b)	Financial Institutions/ Banks	—	—	—	—	—	—	—
(c)	Central Government/ State Government(s)	—	—	—	—	—	—	—
(d)	Venture Capital Funds	—	—	—	—	—	—	—
(e)	Insurance Companies	—	—	—	—	—	—	—
(f)	Foreign Institutional Investors	—	—	—	—	—	—	—
(g)	Foreign Venture Capital Investors	—	—	—	—	—	—	—

Category code	Category of shareholder	Number of share holders	Total number of shares	Number of shares held in dematerialized form	Total shareholding as a percentage of total number of shares		Shares Pledged or otherwise encumbered	
					As a percentage of (A+B)	As a percentage of (A+B+C)	Number of Shares	As a percentage
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX) = (VIII) / (IV) * 100
(h)	Qualified Foreign Investor	—	—	—	—	—	—	—
(i)	Any Other (specify)	—	—	—	—	—	—	—
	Sub-Total (B)(1)	—	—	—	—	—	—	—
(2)	Non-institutions						N.A	N.A
(a)	Bodies Corporate	1	246800	0	11.28	11.28	—	—
(b)	Individuals -							
	i) Individual shareholders holding nominal share capital up to Rs. 1 lakh.	8	4400	0	0.20	0.20	—	—
	ii) Individual share holders holding nominal share capital in excess of Rs. 1 lakh.	—	—	—	—	—	—	—
(c)	Qualified Foreign Investor	—	—	—	—	—	—	—
(d)	Any Other (specify)							
	i Directors & Relatives	1	1100	0	0.05	0.05	—	—
	Sub-Total (B)(2)	10	252300	0	11.53	11.53	—	—
	Total Public Shareholding (B)= (B)(1)+(B)(2)	10	252300	0	11.53	11.53	N.A	N.A
	TOTAL (A)+(B)	12	2187300	0	100.00	100.00	—	—
(C)	Shares held by Custodians and against which Depository Receipts have been issued				N.A		N.A	N.A
	(1) Promoter and Promoter Group	—	—	—	—	—	—	—
	(2) Public	—	—	—	—	—	—	—
	TOTAL (C)	—	—	—	—	—	—	—
	GRAND TOTAL (A)+(B)+(C)	12	2187300	0	N.A	100.00	—	—

20. The Post-Amalgamation shareholding pattern of the Applicant / Transferee Company is as follows:

Post-Amalgamation

Name of the Company: The India Cements Limited (Applicant / Transferee Company)

Category code	Category of shareholder	Number of share holders	Total number of shares	Number of shares held in dematerialized form	Total shareholding as a percentage of total number of shares		Shares Pledged or otherwise encumbered	
					As a percentage of (A+B)	As a percentage of (A+B+C)	Number of Shares	As a percentage
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX) =(VIII) / (IV) * 100
(A)	Promoter and Promoter Group							
(1)	Indian							
(a)	Individuals/ Hindu Undivided Family	3	20015896	20015896	6.58	6.50	—	—
(b)	Central Government/ State Government(s)	—	—	—	—	—	—	—
(c)	Bodies Corporate	3	66168057	66168057	21.76	21.47	66100625	99.90
(d)	Financial Institutions/ Banks	—	—	—	—	—	—	—
(e)	Any Other (specify)							
	i Directors & Relatives	3	542420	542420	0.18	0.18	—	—
	Sub-Total (A)(1)	9	86726373	86726373	28.52	28.15	66100625	76.22
(2)	Foreign							
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)	—	—	—	—	—	—	—
(b)	Bodies Corporate	—	—	—	—	—	—	—
(c)	Institutions	—	—	—	—	—	—	—
(d)	Qualified Foreign Investor	—	—	—	—	—	—	—
(e)	Any Other (specify)	—	—	—	—	—	—	—
	Sub-Total (A)(2)	—	—	—	—	—	—	—
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)	9	86726373	86726373	28.52	28.15	66100625	76.22
(B)	Public shareholding						N.A	N.A
(1)	Institutions						N.A	N.A
(a)	Mutual Funds/UTI	33	14836195	14800016	4.88	4.81	—	—
(b)	Financial Institutions/ Banks	25	959309	951295	0.31	0.31	—	—
(c)	Central Government/ State Government(s)	—	—	—	—	—	—	—
(d)	Venture Capital Funds	—	—	—	—	—	—	—
(e)	Insurance Companies	8	23376737	23376487	7.69	7.59	—	—
(f)	Foreign Institutional Investors	116	100236640	100194940	32.96	32.53	—	—
(g)	Foreign Venture Capital Investors	—	—	—	—	—	—	—
(h)	Qualified Foreign Investor	—	—	—	—	—	—	—
(i)	Any Other (specify)	—	—	—	—	—	—	—
	Sub-Total (B)(1)	182	139408881	139322738	45.84	45.24	—	—

Category code	Category of shareholder	Number of share holders	Total number of shares	Number of shares held in dematerialized form	Total shareholding as a percentage of total number of shares		Shares Pledged or otherwise encumbered	
					As a percentage of (A+B)	As a percentage of (A+B+C)	Number of Shares	As a percentage
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX) =(VIII) / (IV) * 100
(2)	Non-institutions						N.A	N.A
(a)	Bodies Corporate	1352	38470240	38379326	12.65	12.49	—	—
(b)	Individuals -							
	i) Individual shareholders holding nominal share capital up to Rs. 1 lakh.	95975	21860210	20426019	7.19	7.09	—	—
	ii) Individual share holders holding nominal share capital in excess of Rs. 1 lakh.	172	5860631	5680626	1.93	1.90	—	—
(c)	Qualified Foreign Investor	—	—	—	—	—	—	—
(d)	Any Other (specify)							
	i Directors & Relatives	5	8100	6600	0.00	0.00	—	—
	ii Foreign Corporate Body	3	1385560	1385560	0.46	0.45	—	—
	iii Overseas Corporate Bodies	2	2000	1500	0.00	0.00	—	—
	iv Non-Resident Individuals	1417	1080257	1070877	0.36	0.35	—	—
	v Custodian of enemy Property	37	11854	0	0.00	0.00	—	—
	vi Trust	15	69786	69786	0.02	0.02	—	—
	vii Hindu Undivided Families	1710	855144	855144	0.28	0.28	—	—
	viii Clearing Member	200	481751	481751	0.16	0.16	—	—
	ix Foreign Port Folio Investor-Corporate	8	7885356	7885356	2.59	2.56	—	—
	x Limited Liability Partnership	1	372	372	0.00	0.00	—	—
	Sub-Total (B)(2)	100897	77971261	76242917	25.64	25.30	—	—
	Total Public Shareholding (B)= (B)(1)+(B)(2)	101079	217380142	215565655	71.48	70.54	N.A	N.A
	TOTAL (A)+(B)	101088	304106515	302292028	100.00	98.69	66100625	21.74
(C)	Shares held by Custodians and against which Depository Receipts have been issued				N.A		N.A	N.A
	(1) Promoter and Promoter Group	—	—	—	—	—	—	—
	(2) Public							
	i. Global Depository Receipts (GDRs)	1	11437	0	—	0.00	—	—
	ii. Global Depository Shares (GDSs)	1	4035122	4035122	—	1.31	—	—
	TOTAL (C)	2	4046559	4035122	N.A	1.31	N.A	N.A
	GRAND TOTAL (A)+(B)+(C)	101090	308153074	306327150	N.A	100.00	66100625	21.45

The Equity Shares to be allotted in terms of para 12 of the "Scheme" are taken into the account for arriving the post amalgamation shareholding.

21. The rights and interests of the members and the creditors of the Applicant / Transferee Company, First Transferor Company and the Second Transferor Company will not be prejudicially affected by this Scheme of Amalgamation and Arrangement.
22. M/s R.G.N. Price & Co., Chartered Accountants, based on their Independent Valuation Report dated 26.02.2014, recommended to the Board of Directors of the Applicant Company the share exchange ratio in which Equity Shares of Transferee Company should be issued to the shareholders of the First Transferor Company and Second Transferor Company upon the scheme becoming effective.
23. Fairness Opinion dated 26.02.2014 on the Independent Valuation Report of M/s R.G.N. Price & Co., Chartered Accountants was obtained from Ernst & Young Merchant Banking Services Pvt. Ltd., a SEBI registered Merchant Banker as prescribed by SEBI. The copy of Fairness Opinion issued by Ernst & Young Merchant Banking Services Pvt. Ltd. is enclosed.
24. The proposed Scheme was placed before the Audit Committee of the Applicant Company at its meeting held on 26.02.2014. The Audit Committee unanimously recommended and approved the proposed Scheme after considering the Independent Valuation report of M/s.R.G.N.Price & Co., Chartered Accountants and fairness opinion of Ernst & Young Merchant Banking Services Pvt. Ltd., a SEBI registered Merchant Banker.
25. The Board of Directors of the Applicant Company have at their board meeting held on 26th February 2014 unanimously approved the Scheme based on recommendation of Audit Committee, Independent Valuation Report of M/s. R.G.N. Price & Co., Chartered Accountants recommending the share exchange ratio in which Equity Shares should be issued by the Applicant / Transferee Company to the shareholders of First Transferor Company and Second Transferor Company and Fairness Opinion of Ernst & Young Merchant Banking Services Pvt. Ltd., a SEBI registered Merchant Banker. The Copies of the said report, fairness opinion and other documents submitted to the Stock Exchanges are also displayed on the website of the Applicant Company at www.indiacements.co.in and the website of BSE Limited, the designated stock exchange where the shares of the Applicant Company are listed, in terms of the Securities and Exchange Board of India Circular No. CIR/CFD/DIL/5/2013 dated 4th February, 2013.
26. In accordance with Clause 24(f) of the Listing Agreement and SEBI Circulars, the Applicant Company has filed an application along with the Draft Scheme of Amalgamation and Arrangement with BSE Limited (BSE), National Stock Exchange of India Limited and Madras Stock Exchange Limited on 11.06.2014 for seeking their no objection to the proposed Scheme of Amalgamation and Arrangement. BSE Limited, the Designated Stock Exchange, forwarded the said application along with Draft Scheme to SEBI for its approval and/or comments.
27. The SEBI vide its letter dated 26/09/2014 addressed to BSE, instructed the Applicant Company / Transferee Company to delete "Part C" of the draft Scheme dealing with Arrangement between Applicant / Transferee Company and its shareholders. The Applicant / Transferee Company vide its letter dated 26.09.2014 addressed to the BSE agreed to the modifications suggested by SEBI and deleted the "Part C", i.e. Clause 16 of the draft Scheme and "Part D" of the draft Scheme was reclassified as "Part C" and the draft Scheme was renumbered accordingly.
28. As required by Circular Nos. CIR/CFD/DIL/5/2013 dated 04.02.2013 and CIR/CFD/DIL/8/2013 dated 21.05.2013 issued by SEBI, the Scheme of Amalgamation and Arrangement along with related documents were hosted on the websites of the Applicant Company and BSE and was open for complaints/comments from 11.06.2014 to 01.07.2014. During the above period, the Applicant / Transferee Company has not received any complaints/comments and accordingly the complaints report was filed with the respective Stock Exchanges on 04.07.2014 and taken on record by the Stock Exchanges on 04.07.2014.
29. In terms of Clause 24(f) of Listing Agreement and SEBI Circulars, the Applicant Company received approval to the Scheme from BSE Limited, vide its observation letter dated 26.09.2014 and National

Stock Exchange of India Limited and Madras Stock Exchange Limited vide their observation letters dated 26.09.2014 and 01.10.2014, respectively. The copies of the said observation letters received from BSE, NSE and MSE are enclosed.

30. Under Section 391 of the Companies Act, 1956, the proposed Scheme will have to be approved by a majority in number representing three-fourths in value of the Secured Creditors present and voting either in person or by proxy at the meeting. A proxy form is enclosed. It is hoped that in view of the importance of the business to be transacted, you will personally attend the meeting. The signing of the form or forms of Proxy will, however, not prevent you from attending and voting in person, if you desire.

31. It is in the interest of the Shareholders and Secured Creditors of the Applicant Company that the said Scheme of Amalgamation and Arrangement should be approved. Accordingly, the following resolutions are put-up for consideration and approval of Secured Creditors and the same will be moved at the meeting convened pursuant to this Notice:

“RESOLVED THAT subject to the sanction of the Hon’ble High Court of Judicature at Madras and of such other authorities as may be necessary and pursuant to the provisions of Sections 391 to 394 of the Companies Act, 1956 or the applicable provisions of the Companies Act, 2013, if notified, and the Memorandum and Articles of Association of the Company, the Scheme of Amalgamation and Arrangement between Trinetra Cement Limited (First Transferor Company) and Trishul Concrete Products Limited (Second Transferor Company) with The India Cements Limited (Transferee Company) and their respective Shareholders (the **“Scheme”**) be and is hereby approved.”

“RESOLVED FURTHER THAT the Board of Directors of the Company and any person nominated by the Board of Directors, be and are hereby severally authorised to take all steps as may be necessary or desirable and to do all such acts, deeds, things and matters, as may be considered necessary to give effect to the aforesaid Scheme of Amalgamation and Arrangement and this resolution and to accept such alteration, modification and/or conditions, if any, which may be proposed, required or imposed by the Hon’ble High Court of Judicature at Madras while sanctioning the said Scheme of Amalgamation and Arrangement.”

32. A Secured Creditor entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of himself. Such proxy need not be a Secured Creditor of the Applicant Company. The instrument appointing the proxy should however be deposited at the Registered Office of the Applicant Company not later than 48 (Forty Eight) hours prior to the commencement of the meeting.

33. Corporate Secured Creditors intending to send their authorised representatives to attend the meeting are requested to lodge a certified true copy of the resolution of the Board of Directors or other governing body of the body corporate not later than 48 (Forty Eight) hours before commencement of the meeting, authorising such person to attend and vote on its behalf at the meeting.

34. The following documents will be available for inspection by the Secured Creditors of the Applicant Company at its Registered Office during normal business hours on any working day prior to the date of the meeting:

- a) Certified copy of the Order of the Hon’ble High Court of Madras dated 02.02.2015 passed in Company Application No.94 of 2015 directing the convening of the meeting of the Secured Creditors of the Applicant / Transferee Company.
- b) Scheme of Amalgamation and Arrangement.
- c) Memorandum and Articles of Association of the Applicant / Transferee Company, First Transferor Company and Second Transferor Company.

- d) Annual Reports of the Transferee Company, First Transferor Company and Second Transferor Company for the last three financial years ending March 31st 2012, March 31st 2013 and March 31st 2014.
 - e) Copy of the Company Application No.94 of 2015 and the Affidavit in support thereof.
 - f) Copy of the Observation Letter dated 26.09.2014 received from the BSE Limited (BSE).
 - g) Copy of the Observation Letter dated 26.09.2014 received from the National Stock Exchange of India Limited (NSE).
 - h) Copy of the Observation Letter dated 01.10.2014 received from the Madras Stock Exchange Limited (MSE).
 - i) Share Entitlement Ratio Report dated 26.02.2014 from R.G.N. Price & Co., Chartered Accountants.
 - j) Copy of the Fairness opinion by merchant banker, Ernst & Young Merchant Banking Services Pvt. Ltd. dated 26.02.2014.
 - k) Copy of the Audit Committee Report dated 26.02.2014.
 - l) Complaints Report dated 04.07.2014 submitted by the Applicant Company to the BSE, NSE and MSE and also uploaded on its website.
35. This statement may be treated as an Explanatory Statement under Section 393 of the Companies Act, 1956 read with Section 102 of the Companies Act, 2013. A copy of the Scheme and Explanatory statement may also be obtained free of cost from the Registered Office of the Applicant Company.

Dated at Chennai on this the 2nd day of February 2015.

Sd/-
S.MOUNA SWAMYNATHAN
Chairman Appointed for the Meeting

Registered Office:

'Dhun Building',
827, Anna Salai,
Chennai – 600 002.

**SCHEME OF AMALGAMATION AND ARRANGEMENT
BETWEEN
TRINETRA CEMENT LIMITED
(First Transferor Company)
AND
TRISHUL CONCRETE PRODUCTS LIMITED
(Second Transferor Company)
WITH
THE INDIA CEMENTS LIMITED
(Transferee Company)
AND
THEIR RESPECTIVE SHAREHOLDERS**

Under Sections 391 to 394 of the Companies Act, 1956 (or such applicable provisions of the Companies Act, 2013, as the case may be) in respect of the Amalgamation of Trinetra Cement Limited and Trishul Concrete Products Limited with The India Cements Limited.

This Scheme is divided into following Parts

- 1. Part A – Dealing with Definitions and Share Capital;**
- 2. Part B – Dealing with Amalgamation of Trinetra Cement Limited and Trishul Concrete Products Limited with The India Cements Limited;**
- 3. Part C – Dealing with General Terms and Conditions applicable to the entire Scheme.**

**PART A
DEFINITIONS & SHARE CAPITAL**

1. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following shall have the meanings as provided herein:

- 1.1 **“Act” or “the Act”** means the Companies Act, 1956 and the Companies Act, 2013 and rules made thereunder (as modified from time to time) and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force;
- 1.2 **“Appointed Date”** means the date from which this Scheme shall become operative viz., the commencement of business on 1st January, 2014 or if the Board of Directors of the Transferee Company require any other date prior or subsequent to 1st January, 2014 and/or the Court modifies the Appointed date to such other date, then the same shall be the Appointed date;
- 1.3 **“Board” or “Board of Directors”** means the Board of Directors of the Transferor Companies and the Transferee Company and includes any Committee thereof;
- 1.4 **“Book Value(s)”** means the value(s) of the assets and liabilities as appearing in the respective Balance Sheets of the First Transferor Company, Second Transferor Company and the Transferee Company on a same date;

- 1.5 **“Court” or “High Court”** means the Hon’ble High Court of Judicature at Madras, and shall include the National Company Law Tribunal, as and when applicable;
- 1.6 **“Effective Date”** means the last of the following dates, namely (a) date on which certified copies of the orders of the Court under Sections 391 and 394 of the Companies Act, 1956 (or such applicable provisions of the Companies Act, 2013, as the case may be) sanctioning the Scheme are filed with the Registrar of Companies and (b) date on which the last of all such consents, approvals, permissions, resolutions, agreements, sanctions and orders necessary thereto have been obtained or passed;
- 1.7 **“Government” or “Semi Government” or “Local Authority”** means any applicable Central, State or Local Government, Legislative Body, Regulatory or Administrative Authority, Agency or Commission or any Court, Tribunal, Board, Bureau, Judicial or Arbitral body having jurisdiction over the Territory of India;
- 1.8 **“Record Date”** means the date to be fixed by the Board of Directors or a Committee thereof of the Transferee Company for the purpose of determining the members of the Transferor Companies to whom shares will be allotted pursuant to this Scheme;
- 1.9 **“First Transferor Company”** means “Trinetra Cement Limited” (Corporate Identity Number L99999TN1987PLC082730), a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at ‘Dhun Building’, 827, Anna Salai, Chennai – 600 002;
- 1.10 **“Second Transferor Company”** means “Trishul Concrete Products Limited” (Corporate Identity Number U26956TN1999PLC042773), a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at ‘Dhun Building’, 827, Anna Salai, Chennai – 600 002;
- 1.11 **“Transferor Companies”** means collectively, the First Transferor Company and the Second Transferor Company but individually they would be known as First Transferor Company and Second Transferor Company;
- 1.12 **“Transferee Company”** means “The India Cements Limited”, (Corporate Identity Number L26942TN1946PLC000931), a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at ‘Dhun Building’, 827, Anna Salai, Chennai – 600 002;
- 1.13 **“Scheme of Amalgamation” or “Scheme” or “The Scheme” or “This Scheme”** means this Scheme of Amalgamation in its present form or with any modification(s) and amendment(s) as may be made from time to time, with appropriate approvals and sanctions of the Courts and other relevant regulatory/statutory/governmental authorities, as may be required under the Act, and/or under any other applicable laws;
- 1.14 **“Undertaking”** means all respective businesses of, the First Transferor Company or the Second Transferor Company as the case may be on a going concern basis and shall also include all the Assets, Liabilities and employees of the Transferor Companies.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as ascribed to them under the Act and other applicable laws, rules, regulations and byelaws as the case may be, including any statutory modification or re-enactment thereof from time to time.

2. DATE OF TAKING EFFECT

- 2.1 The Scheme set out herein in its present form or with any modification(s) or amendment(s) approved, imposed or directed by the Court shall be effective from the Appointed Date but shall be operative from the Effective Date.

3. SHARE CAPITAL

- 3.1 The Authorised, Issued, Subscribed and Paid-up Share Capital of First Transferor Company as on 31st March, 2013 is as under:

Particulars	Amount in Rs.
Authorised Share Capital:	
6,00,00,000 Equity Shares of Rs.10/- each	60,00,00,000
8,15,00,000 Preference Shares of Rs.100/- each	815,00,00,000
Total	875,00,00,000
Issued:	
45,00,000 Equity Shares of Rs.10/- each	4,50,00,000
10,00,000 - 9% Non-Convertible Cumulative Redeemable Preference Shares of Rs.100/- each	10,00,00,000
6,95,00,000 - 9% Non-Convertible Non-Cumulative Redeemable Preference Shares of Rs.100/- each	695,00,00,000
Total	709,50,00,000
Subscribed and Paid Up:	
44,75,600 Equity Shares – fully paid up of Rs.10/- each	4,47,56,000
10,00,000 - 9% Non-Convertible Cumulative Redeemable Preference Shares – fully paid up of Rs.100/- each	10,00,00,000
6,95,00,000 - 9% Non-Convertible Non-Cumulative Redeemable Preference Shares – fully paid up of Rs.100/- each	695,00,00,000
Add: Amount paid on Forfeited Shares not re-issued (other than directors)	1,22,000
Total	709,48,78,000

There is no change in the capital structure of the First Transferor Company since March 31, 2013 till date.

- 3.2 The Authorised, issued, subscribed and paid-up share capital of the Second Transferor Company as on 31st March, 2013 is as under:

Particulars	Amount in Rs.
Authorised Share Capital	
55,00,000 Equity Shares of Rs.10/- each	5,50,00,000
Total	5,50,00,000
Issued, Subscribed and Paid-Up Share Capital	
21,87,300 Equity Shares of Rs.10/- each	2,18,73,000
Total	2,18,73,000

On 1st January, 2014 the Second Transferor Company had increased its authorised share capital from Rs.5,50,00,000 (Rupees Five Crores Fifty Lakhs only) comprising of 55,00,000 equity shares of Rs.10/- each to Rs.9,80,86,000/- (Rupees Nine Crores Eighty Lakhs Eighty Six Thousand Only) divided into 98,08,600 equity shares of Rs.10 each/-.

- 3.3 The Authorised, issued, subscribed and paid-up share capital of the Transferee Company as on 31st March, 2013 is as under:

Particulars	Amount in Rs.
Authorised Share Capital:	
46,00,00,000 Equity Shares of Rs.10/- each	460,00,00,000
75,00,000 Redeemable Cumulative Preference Shares of Rs.100/- each	75,00,00,000
Total	535,00,00,000
Issued:	
30,71,78,723 Equity Shares of Rs.10/- each	307,17,87,230
Total	307,17,87,230
Subscribed and Paid up:	
30,71,77,216 Equity shares of Rs.10/- each - fully paid up	307,17,72,160
Add: 1441 Equity shares of Rs.10/- each - Partly paid up	9,553
Total	307,17,81,713

The paid up share capital of the Transferee Company has since increased to Rs.307,17,82,494, upon receipt of a sum of Rs.781/- by adjustment of dividend due to the shareholders whose calls were in arrears.

- 3.4 The Scheme has been drawn up to comply with the conditions relating to “Amalgamation” as specified under Section 2 (1B) of the Income Tax Act, 1961 or any statutory modification or re-enactment thereof. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section, at a later date, including resulting from an amendment of law or for any other reason whatsoever upto the Effective Date, the provisions of the said Section of the Income Tax Act, 1961 or re-enactment thereof shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2 (1B) of the Income Tax Act, 1961 or re-enactment thereof. Such modification will, however, not affect the other parts of the Scheme.

PART B

AMALGAMATION OF COMPANIES

4. TRANSFER OF ASSETS:

- 4.1 Upon the coming into effect of the Scheme, that is with effect from the Appointed Date, the entire businesses and all the movable & immovable properties, Sundry Debtors, Loans and Advances, Cash and Bank Balances and Deposits with Government, Semi Government or Local Authorities, real or personal, corporeal or incorporeal, including fixed assets, capital asset, capital work-in-progress, current assets, investments of all kinds, carry interest or other benefits in any of the Investments, lease and hire purchase contracts, lending contracts, benefits of any security arrangements, rights, title, interest, quotas, benefits and advantages of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession and /or in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies including all Patents, Trademarks, Copyrights, Trade names and other Intellectual Property Rights of any nature whatsoever and licenses in respect thereof, privileges, liberties easements, advantages, exemptions, benefits, leases including mining leases, pending applications for mining leases and prospecting licenses, leasehold rights, tenancy rights, ownership flats, quota rights, permits, approvals, authorizations, right to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, power lines, communication lines and other services, reserves, deposits, provisions, funds, benefit of all

agreements, subsidies, grants, incentives including sales tax incentives, tax credits, sales-tax, turnover tax, excise, and all other interests arising of the Transferor Companies and any accretions or additions thereto after the Appointed Date (hereinafter collectively referred to as "the said assets") shall be transferred to and vested in and / or deemed to be transferred to and vested in the Transferee Company, without any further act or deed or instrument, pursuant to the provisions of Sections 391-394 of the Companies Act, 1956 (or such applicable provisions of the Companies Act, 2013, as the case may be) and other applicable provisions of the said Act, so as to become as and from the Appointed Date, the estate, assets, rights, title and interests of the Transferee Company.

- 4.2 Any floating charges created by the Transferor Companies in favour of their bankers on any of the movable assets, documents of title to goods, receivables, claims and other current assets that are acquired by the Transferor Companies from the Appointed Date till the Effective Date, shall be deemed to be the security and shall be available as security for the loans, cash credit and other working capital facilities, both fund based and non-fund based, which were sanctioned by the bankers of the Transferor Companies, either utilised fully or partly or unutilised by the Transferor Companies subject to the limits sanctioned by their respective bankers so transferred and vested in the Transferee Company pursuant to the Scheme.
- 4.3 The Scheme, as aforesaid, shall be, subject to existing charges / hypothecation / mortgage (if any as may be subsisting) over or in respect of the said assets or any part thereof in favour of Banks and Financial Institutions. Provided, however, that any reference in any security documents or arrangements to which the Transferor Companies are a party, to such assets of the Transferor Companies offered or agreed to be offered as security for any financial assistance both availed and to be availed up to any limit for which sanctions have already been obtained by the Transferor Companies shall be construed as references only to the assets pertaining to the Transferor Companies as are vested in the Transferee Company by virtue of the Sub-Clause 4.1 hereof, to the end and intent that such security, mortgage and or charge shall not extend or be deemed to extend, to any of the assets or to any of the other units or divisions of the Transferee Company, unless specially agreed to by the Transferee Company with such secured creditors and subject to the consents and approvals of the existing secured creditors of the Transferee Company.
- 4.4 It is expressly provided that in respect of such of the said assets as are movable in nature or are otherwise capable of transfer by manual or constructive delivery and / or by endorsement and delivery, the same shall be so transferred by the respective Transferor Company and shall become the property of the Transferee Company in pursuance of the provisions of Sections 391 - 394 of the Companies Act, 1956, (or such applicable provisions of the Companies Act, 2013, as the case may be) such transfer being deemed to have taken place at the location of the Registered Office of the Transferee Company, i.e., in the State of Tamil Nadu.
- 4.5 In respect of the assets other than those referred to above shall without any further act, instrument, deed or matter or thing be transferred to and vested in and / or deemed to be transferred to and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Sections 391 to 394 of the Companies Act, 1956 (or such applicable provisions of the Companies Act, 2013, as the case may be). The vesting of all such assets shall be by virtue of the provisions of this Scheme and Sections 391 to 394 of the Companies Act, 1956 (or such applicable provisions of the Companies Act, 2013, as the case may be) be deemed to have taken place at the location of the Registered Office of the Transferee Company i.e., in the State of Tamil Nadu.
- 4.6 All benefits including under Income Tax, Sales Tax, Service Tax, MAT, Excise Duty, Customs Duty etc., to which the Transferor Companies are entitled to in terms of the various Statutes and/or Schemes of the Union and State Governments shall be available to and vest in the Transferee Company without any further act or deed.
- 4.7 Any refund under the Tax Laws received by / due to Transferor Companies consequent to the assessments made on Transferor Companies subsequent to the Appointed Date and for which no

credit is taken in the accounts as on the date immediately preceding the Appointed Date, shall also belong to and be received by Transferee Company.

- 4.8 The Transferee Company may, at any time, after the coming into the effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of the secured creditors of the respective Transferor Companies or in favour of any other party to any contract or arrangement to which the Transferor Companies are a party or any writings, as may be necessary, to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Companies to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.
- 4.9 Upon the coming into effect of the Scheme, the Transferee Company may, if it considers necessary or expedient, revise (with retroactive effect, if applicable), its Income-Tax returns, TDS returns, Service Tax returns, Sale-Tax returns and other tax returns and claim refunds and/or credits etc. pertaining to business activities of the Undertakings of the Transferor Companies, pursuant to the provisions of the Scheme.

5. TRANSFER OF DEBTS AND LIABILITIES:

- 5.1 With effect from the Appointed Date, all debts, liabilities, loans, borrowings, bills payable, deposits, security deposits, interest accrued, duties and obligations of the respective Transferor Companies including contingent liabilities not provided in their books and any accretions and additions or reductions thereto after the Appointed Date shall also stand transferred or be deemed to be transferred without any further act or instrument or deed to the Transferee Company so as to become as and from that date, the debts, liabilities, loans, borrowings, bills payable, deposits, security deposits, interest accrued, duties and obligations of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause, PROVIDED ALWAYS that nothing in this Clause shall or is intended to enlarge the security for any loan, deposit or other indebtedness created by the Transferor Companies prior to the Appointed Date which shall be transferred to and vested in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be required or obliged in any manner to create any further or additional security therefor after the Appointed Date or otherwise.
- 5.2 All the loans, advances and other facilities sanctioned to the Transferor Companies by their bankers prior to the Appointed Date, which are partly drawn / utilised shall be deemed to be the loans and advances sanctioned to the Transferee Company and the said loans and advances shall be drawn / utilised either partly or fully by the respective Transferor Companies from the Appointed Date till the Effective Date and all the advances / loans and or other facilities so drawn by the respective Transferor Companies (within the overall limits sanctioned by their bankers) shall on the Effective Date be treated as advances and loans made available to the Transferee Company under any loan agreement and shall become the obligation of the Transferee Company without any further act, or deed on the part of the Transferee Company.
- 5.3 Upon the coming into effect of this Scheme, the limits of the Transferee Company for borrowing, lending, providing loans and advances, investments or providing guarantees or giving donations, shall without further act or deed stand enhanced by an amount equivalent to the combined authorised limits of the Transferor Companies, such limits being incremental to the existing limits of the Transferee Company.
- 5.4 The resolutions, if any, of the Board of Directors, or Committees thereof, Shareholders, Debenture Holders of the Transferor Companies which are valid and subsisting on the Effective Date shall be continued to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions

of the Act, or any other applicable legislations then said limits shall be added and shall constitute the aggregate of the said limits of the Transferee Company.

- 5.5 Upon this Scheme coming into effect, any loan or liabilities other obligations due and all the interparty transactions or commitments between or amongst the Transferor Companies and the Transferee Company shall stand discharged and shall stand cancelled and there shall be no liability in that behalf.

6. LEGAL PROCEEDINGS

- 6.1 All legal proceedings of whatsoever nature by or against the Transferor Companies pending and/or arising at the Appointed Date and relating to the Transferor Companies or its properties, assets, debts, liabilities, duties and obligations referred to above, shall be continued and/or enforced until the Effective Date as desired by the Transferee Company and as and from the Effective Date shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Companies. On and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in its name in relation to the Transferor Companies in the same manner and to the same extent as would, or might, have been initiated by the Transferor Companies.

7. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

- 7.1 Subject to the other provisions contained in the Scheme, all contracts, deeds, bonds, agreements, insurance policies, incentives, licenses, approvals to do any business, engagements, registrations, exemptions, entitlements, arrangements and other instruments of whatsoever nature to which the Transferor Companies are a party or the benefit to which the Transferor Companies / may be eligible, subsisting or having effect immediately before this arrangement under this Scheme, shall be, in full force and effect, against or in favour of the Transferee Company as the case may be, and may be enforced as fully and as effectively as if instead of the Transferor Companies, the Transferee Company had been a party thereto without the requirement of obtaining or seeking consent or approval of any third party or Government, Semi Government or Local Authorities or any Department of the Government or Authorities. The Transferee Company shall enter into and / or issue and / or execute deeds, writings or confirmation or enter into any tripartite arrangement, confirmations or novations to which the respective Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this clause, if so required or become necessary.
- 7.2 As a consequence of the Amalgamation of the Transferor Companies with the Transferee Company in accordance with this Scheme, the recording of change in name from the respective Transferor Company to the Transferee Company, whether for the purposes of any licence, permit, approval or any other reason, or whether for the purposes of any transfer, registration, mutation or any other reason, shall be carried out by the concerned statutory or regulatory or any other authority without the requirement of payment of any transfer or registration fee or any other charge or imposition whatsoever.
- 7.3 The Transferee Company may, at any time, after the coming into the effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute Deeds of Confirmation in favour of any party to any contract or arrangement to which any of the Transferor Companies are a party or any writings, as may be necessary, to be executed in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of the Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Companies, implement or carry out all such formalities or compliances referred to above on the part of the Transferor Companies, as the case may be, to be carried out or performed.
- 7.4 For the removal of doubts, it is expressly made clear that the dissolution of the Transferor Companies without the process of winding up as contemplated hereinafter, shall not, except to the extent set out in the Scheme, affect the previous operation of any contract, agreement, deed or any instrument or beneficial interest to which the Transferor Companies are a party thereto and shall not affect any

right, privilege, obligations or liability, acquired, or deemed to be acquired prior to Appointed Date and all such references in such agreements, contracts and instruments to the Transferor Companies shall be construed as reference only to the Transferee Company with effect from the Appointed Date.

8. EMPLOYEES

- 8.1 Upon the Scheme becoming effective, all the employees in the service of the Transferor Companies immediately before the Effective Date shall become the employees of the Transferee Company, on the basis that:
- a) Their services shall have been continuous and shall not have been interrupted by reason of such transfer.
 - b) The terms and conditions of employment applicable to the said employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately before the transfer;
 - c) In the event of retrenchment of such employees, the Transferee Company shall be liable to pay compensation in accordance with law on the basis that the services of the employees shall have been continuous and shall not have been interrupted by reason of such transfer; and
 - d) In so far as the existing provident fund trusts, gratuity fund and pension and / or superannuation fund trusts created by the Transferor Companies for its employees are concerned, the part of the funds referable to the employees who are being transferred shall be continued for the benefit of the employees who are being transferred to the Transferee Company pursuant to the Scheme in the manner provided hereinafter. In the event that the Transferee Company has its own funds in respect of any of the funds referred to above, the amounts in such funds in respect of contributions pertaining to the employees of the Transferor Companies shall, subject to approvals and permissions, if required, be transferred to the relevant funds of the Transferee Company. In the event that the Transferee Company does not have its own fund, in respect of any of the aforesaid matters, the Transferee Company may, subject to approvals and permissions, if required, continue to contribute to the relevant funds of the Transferor Companies until such time that the Transferee Company creates its own fund, at which time the contributions pertaining to the employees of the Transferor Companies shall be transferred to the funds created by the Transferee Company. Provided however that, the Transferee Company shall be at liberty to form or restructure its provident fund trusts, gratuity fund and pension and/or superannuation fund trusts in such manner as may be decided by its Board of Directors, subject to compliance of relevant labour laws and any other allied laws for the purpose.

9. SAVING OF CONCLUDED TRANSACTIONS

- 9.1 The transfer of Assets under Clause 4 above, the continuance of proceedings by or against the Transferee Company under Clause 6 above and the effectiveness of contracts and deeds under Clauses 7 above shall not affect any transaction or proceedings or contracts or deeds already concluded by the Transferor Companies on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto as done and executed on behalf of itself.

10. CONVERSION OF DEBENTURES ISSUED BY THE SECOND TRANSFEROR COMPANY INTO EQUITY SHARES

- 10.1. With effect from the Appointed Date and upon the Scheme becoming effective, 3,73,44,370 - Zero% unsecured convertible debentures of Rs.100/- each appearing in the books of the Second Transferor Company shall without any further applications, act, instrument or deed get converted into 76,21,300 Equity Shares of Rs.10/- each at a premium of Rs.480/- per share of the Second Transferor Company.
- 10.2. The premium arising out of the said conversion of Zero% unsecured convertible debentures into equity shares as per clause 10.1, shall be transferred to the Securities Premium Account, in the books of the Second Transferor Company, and created upon the conversion.

- 10.3. An amount of Rs.365,82,24,000 (Rupees Three Hundred and Sixty Five Crores Eighty Two Lakhs Twenty Four Thousand Only) shall be transferred to the Securities Premium Account as per Clauses 10.1 and 10.2 as stated above.
- 10.4. Approval of this Scheme by the Shareholders of the Second Transferor Company shall be deemed to be the due compliance of the Act and such other regulations as are relevant and applicable for the conversion of debentures into equity shares by the Second Transferor Company.

11. COMBINATION OF AUTHORISED SHARE CAPITAL

- 11.1 With effect from the Appointed Date and upon the Scheme becoming effective, subject to any corrections and adjustments as may in the opinion of the Board of Directors of the Transferee Company be required, the authorised share capital of the Transferor Companies as detailed in Clause 3.1 and 3.2 of this Scheme, shall stand combined with the authorised share capital of the Transferee Company as detailed in Clause 3.3 of this Scheme, in the same form as they appear in the financial statements of the Transferor Companies.
- 11.2 The Capital clause V of the Memorandum of Association of the Transferee Company shall, with effect from the Appointed Date and upon the Scheme becoming effective and without any further act, deed, matter or thing be replaced by the following clause:
“The Share Capital of the Company is Rs. 1419,80,86,000/- (Rupees One Thousand Four Hundred and Nineteen Crores Eighty Lakhs and Eighty Six Thousand Only) capable of being increased or decreased in accordance with the Company’s Articles and legislative provisions for the time being in force divided into 52,98,08,600 Equity Shares of Rs. 10/- each, 75,00,000 Redeemable Cumulative Preference Shares of Rs. 100/- each and 815,00,000 Preference Shares of Rs. 100/- each.”
- 11.3 Article 4 of the Articles of Association of the Transferee Company (relating to the authorized share capital) shall, with effect from the Appointed Date and upon the Scheme becoming effective and without any further act, deed, matter or thing be replaced by the following clause:
“The share capital of the Company is Rs. 1419,80,86,000/- (Rupees One Thousand Four Hundred and Nineteen Crores and Eighty Lakhs Eighty Six Thousand Only) divided into 52,98,08,600 Equity Shares of Rs. 10/- each, 75,00,000 Redeemable Cumulative Preference Shares of Rs. 100/- each and 815,00,000 Preference Shares of Rs. 100/- each.”
- 11.4 The Filing fees and stamp duty paid by the Transferor Companies on its authorised share capital, shall be deemed to have been so paid by the Transferee Company on the combined authorised Share capital and accordingly, the Transferee Company shall not be required to pay any fee/ stamp duty for its increased authorised share capital.
- 11.5 The approval of this Scheme under Sections 391 and 394 of the Companies Act, 1956 (or such applicable provisions of the Companies Act, 2013, as the case may be) shall also be deemed to be approvals under sections 16, 31, 94, 97 of the Companies Act, 1956 (or the corresponding provisions of the Companies Act, 2013, including without limiting to Sections 13, 14, 61 and 64 respectively, as the case may be) and other applicable provisions of the Act and all other consents and approvals required in this regard.

12. CONSIDERATION

- 12.1 Upon the Scheme becoming fully effective, in consideration of the transfer and vesting of the Undertakings of the Transferor Companies in the Transferee Company in terms of the Scheme, the Transferee Company shall without any further applications, act, instrument or deed, issue and allot to the equity shareholders of the Transferor companies whose names are recorded in the Register of Members of the Transferor Companies, (the ‘Members’) on the Record Date, equity shares in the following manner:
- (i) 2 (Two) equity shares of Rs.10 each/- fully paid up in the Transferee Company for every 9 (Nine) equity shares of Rs.10/- each fully paid up held in the First Transferor company;

- (ii) 7 (Seven) equity shares of Rs.10/- each fully paid up in the Transferee Company for every 3 (Three) equity shares of Rs.10/- each fully paid up held in the Second Transferor Company.

(The above ratio as detailed in which the equity shares of the Transferee Company are to be allotted to the shareholders of the Transferor Companies by the Transferee Company is hereinafter referred to as the "Share Exchange Ratio.")

- 12.2 The fraction of share if any less than 1/2 of an equity share shall be ignored and fraction equal to or more than 1/2 of an equity share shall be treated as one share for the purpose of allotment.
- 12.3 All equity shares held by the Transferee Company or its subsidiaries in any of the Transferor Companies shall stand cancelled as an integral part of the scheme and no equity shares of the Transferee Company shall be allotted in respect of such equity shares.
- 12.4 The preference shares issued by the First Transferor Company are fully held by the Transferee Company. Therefore, the preference shares held by the Transferee Company in the First Transferor Company shall stand cancelled as an integral part of the Scheme and no preference shares of the Transferee Company shall be allotted in respect of the preference shares of the First Transferor Company.
- 12.5 Upon Equity Shares being issued and allotted by the Transferee Company to the shareholders of the Transferor Companies, in accordance with Clause 12.1, the share certificates in relation to the shares held by the said shareholders in the Transferor Companies shall be deemed to have been cancelled and extinguished and be of no effect on and from such issue and allotment.
- 12.6 The Equity Shares in accordance with Clause 12.1 shall be issued in dematerialized form to those shareholders who hold the shares of the First Transferor Company in dematerialized form, provided all details relating to the account with the Depository Participant are available to the Transferee Company. All those shareholders who hold shares in physical form shall be issued Equity Shares in physical form unless otherwise communicated in writing by such shareholders on or before such date as may be determined by the Transferee Company or committee created thereof.
- 12.7 The Transferee Company shall, if and to the extent required, apply for and obtain any approvals from concerned regulatory authorities for the issue and allotment by the Transferee Company of Equity Shares to the members of the Transferor Companies under the Scheme.
- 12.8 The Equity Shares of the Transferee Company being issued in accordance with Clause 12.1 shall be listed on all the stock exchanges on which the shares of the Transferee Company are listed as on the Effective Date.
- 12.9 The said equity shares to be issued and allotted by the Transferee Company shall be subject to Memorandum of Association & Articles of Association of the Transferee Company and shall rank pari passu in all respects from the date of allotment in terms of this scheme, with the existing equity shares of the Transferee Company, with all rights thereto, and shall be entitled to full dividend, if any, which may be declared by the Transferee Company after the effective date of the scheme.
- 12.10 In the event of there being any pending share transfer, whether lodged or outstanding, of any shareholder of the Transferor Companies, the Board of Directors or any Committee thereof of the Transferee Company at its sole discretion shall be empowered in appropriate circumstances, even subsequent to the Record Date or the Effective Date, as the case may be to effectuate such a transfer in the Transferee Company as if such changes in the registered holders were operative on the Record Date, in order to remove any difficulties arising to the transfer of the share in the Transferee Company and in relation to any new shares, after the Scheme becomes effective. The Board of Directors of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of implementation of the Scheme and registration of new members in the Transferee Company on account of the difficulties if any in the transition period.
- 12.11 In the event of the Transferee Company issuing any shares or any bonds or any debentures (non-convertible or partly or fully convertible) or any shares by way of bonus or rights to its shareholders

on or after the date of acceptance of the Scheme by the Board of Directors of the Transferor Companies and the Transferee Company, and before issue of shares under Clause 12.1 hereof, the Transferee Company shall reserve for allotment to the members of the Transferor Companies, the number of such shares, bonds or debentures to which the members of the Transferor Companies would be entitled in terms of such issue, if this Scheme of Amalgamation had become effective prior to such issue. The shares, bonds or debentures so reserved as aforesaid shall be allotted (in the case of bonus shares) or offered (in case of rights issue) to the members of the Transferor Companies only if this Scheme of Amalgamation becomes effective as specified herein and on the terms and conditions as those governing such allotment or issue to the members of the Transferee Company save and except that the dates of acceptance, splitting, renunciation, payment and allotment on the date from which such shares, bonds or debentures shall rank for dividend and interest shall be suitably fixed by the Board of Directors of the Transferee Company having due regard to similar dates fixed in respect of the issue of offer thereof to the shareholders of the Transferee Company.

12.12 Approval of this Scheme by the Shareholders of the Transferee Company shall be deemed to be the due compliance of Section 62(1)(c) of the Companies Act, 2013 and any other relevant provisions of the Act and such other regulations as are relevant and applicable for the issue and allotment of new equity shares by the Transferee Company.

13. CONDUCT OF BUSINESS OF THE TRANSFEROR COMPANIES TILL EFFECTIVE DATE

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

- a. The Transferor Companies shall carry on, and be deemed to have been carrying on, all business activities and shall be deemed to have been held for and on account of, and in trust for, the Transferee Company.
- b. All profits or income or taxes, including but not limited to income tax, fringe benefit tax, advance taxes, minimum alternate tax, tax deducted at source by or on behalf of the Transferor Companies, wealth tax, sales tax, value added tax, excise duty, service tax, customs duty, etc, accruing or arising to the Transferor Companies, or losses arising or expenditure incurred by them, on and from Appointed Date upto the Effective Date, shall for all purposes be treated as, and be deemed to be treated as, the profits or income or losses or expenditure or the said taxes of the Transferee Company.
- c. The Transferor Companies shall carry on its business activities with proper prudence and diligence and shall not, without prior written consent of the Transferee Company, alienate, charge or otherwise deal with or dispose off any of the business undertaking or any part thereof (except in the ordinary course of business or pursuant to any pre-existing obligations undertaken by the Transferor Companies prior to the Appointed Date).
- d. The Transferee Company shall also be entitled, pending sanction of the Scheme, to apply to the Central Government, State Government, and all other agencies, departments and statutory authorities concerned, wherever necessary, for such consents, approvals and sanctions which the Transferee Company may require in relation to the Undertaking of the Transferor Companies including the registration, approvals, exemptions, reliefs, etc., as may be required / granted under any law for time being in force for carrying on business by the Transferee Company.
- e. The Transferor Companies shall not declare any dividend, between the Appointed Date and the Effective Date, without the prior written consent of the Transferee Company.
- f. The Transferor Companies shall not make any modification to its capital structure, either by an increase (by issue of rights shares, bonus shares, convertible debentures or otherwise), decrease, reclassification, sub-division or re-organisation or in any other manner, whatsoever, except by mutual consent of the Boards of Directors of the Transferor Companies and of the Transferee Company.
- g. The Transferor Companies shall not vary, except in the ordinary course of business, the terms and conditions of the employment of their employees without the consent of the Board of Directors of the Transferee Company.

14. ACCOUNTING TREATMENT

- 14.1 With effect from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company be required, all the assets and liabilities of the Transferor Companies transferred to the Transferee Company pursuant to this Scheme shall be recorded in the books of the Transferee Company at their fair values.
- 14.2 With effect from the Appointed Date and upon the Scheme becoming effective, subject to any corrections and adjustments as may in the opinion of the Board of Directors of the Transferee Company be required, the reserves of the Transferor Companies shall be merged with those of the Transferee Company in the same form as they appeared in the financial statements of the Transferor Companies.
- 14.3 All costs and expenses incurred as per Clause 19 below as well as other costs, whether of the Transferor Companies or of the Transferee Company, incidental with the finalization of this Scheme and to put it into operation, including expenses in connection with excise and label re-registrations, all advisory fees, stamp duty charges, registration charges, meeting expenses, professional fees, consultant fees & expenses and any other expenses or charges attributable to the implementation of the Scheme, shall be borne by the Transferee Company and, in the books of the Transferee Company, be kept in a “merger suspense” account and adjusted against the general reserve in the books of the Transferee Company on completion of the Scheme.
- 14.4 The difference between the value of net assets of the Transferor Companies transferred to the Transferee Company pursuant to the orders of Court over the face value of New Equity Shares issued by the Transferee Company and after giving effect to clause 14.3 above and adjusting the appreciation and / or diminution, if and to the extent considered appropriate by the Board of Directors of the Transferee Company, in the value of certain of its assets, whether fixed or current and its investments as on the Appointed Date in the books of account of the Transferee Company shall; in case of surplus, be credited to special reserve account and in case of deficit, be reflected as “Goodwill” in the financial statements of the Transferee Company in accordance with the purchase method of accounting as defined in the Accounting Standard 14 issued by the Institute of Chartered Accountants of India. Goodwill, if any, arising out of this Scheme shall be adjusted against the general reserve available in the books of the Transferee Company.
- 14.5 In case of any differences in accounting policy between the Transferor Companies and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the general reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

15. DISSOLUTION OF TRANSFEROR COMPANIES

- 15.1 Subject to an order being made by the Court under Section 394 of the Companies Act, 1956 (or such applicable provisions of the Companies Act, 2013, as the case may be) the Transferor Companies shall be dissolved without the process of winding up on the Scheme becoming effective in accordance with the provisions of the Act and the Rules made thereunder.

PART C

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE ENTIRE SCHEME

16. APPLICATION TO THE HIGH COURT OF JUDICATURE AT MADRAS

- 16.1 The Transferor Companies and the Transferee Company shall, with reasonable dispatch, apply to the High Court for necessary orders or directions for holding or dispensing with the meetings of the members (and creditors, if necessary) of the Transferor Companies and the Transferee Company respectively and for sanctioning this Scheme under Sec.391 to 394 of the Companies Act, 1956 (or such applicable provisions of the Companies Act, 2013, as the case may be) and orders under Sec.394 of the Companies Act, 1956 (or such applicable provisions of the Companies Act, 2013, as the case may be) for carrying this Scheme into effect, for dissolution of the Transferor Companies without winding up, for the transfer of the undertakings of the Transferor Companies to the Transferee Company.

17. MODIFICATIONS/AMENDMENTS TO THE SCHEME

- 17.1 The Transferor Companies and the Transferee Company through their respective Board of Directors or other persons, duly authorised by the respective Boards in this regard, may make or assent to any alteration or modification to this Scheme or to any conditions or limitations, which the High Court or any other Competent Authority may deem fit to direct, approve or impose and may give such directions, as they may consider necessary, to settle any doubt, question or difficulty, arising under the Scheme or in regard to its implementation or in any manner connected therewith and to do all such acts, deeds, matters and things necessary for putting this Scheme into effect.
- 17.2 After dissolution of the Transferor Companies, the Transferee Company by its Board of Directors or other persons, duly authorised by its Board in this regard, shall be authorised, to take such steps, as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reasons of any order of the High Court or of any directive or order of any other authorities or otherwise, however, arising out of, under by virtue of this Scheme in relation to the Amalgamation and / or matters concerning or connected therewith.

18. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

- 18.1. This Scheme is conditional upon and subject to the sanction of the requisite majority of members of the Transferor Companies and the Transferee Company, the sanction of the Court, and such other sanctions and approvals as may be required by law being obtained, all necessary certified copies of the orders referred to in the Scheme being filed with the Registrar of Companies, Tamil Nadu, Chennai, Andaman and Nicobar Islands.
- 18.2. In the event of the Scheme failing to take finality, the Scheme shall become null and void and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or their creditors or employees or any other person.
- 18.3. In the event of non-fulfillment of any or all obligations under the Scheme, by one company towards the other company inter-se, or to third parties, the non-performance of which will put the other company under any obligation, then defaulting company will indemnify all costs, interests, etc. to the other company.
- 18.4. Approval of this Scheme by the requisite majorities of the shareholders of the Transferor Companies and the Transferee Company and the Scheme being approved by the majority of the public shareholders of the First Transferor Company participating in the voting through the procedure of postal ballot and e-voting, in compliance with the applicable circulars issued by the Securities and Exchange Board of India, for the time being in force.
- 18.5. This Scheme, although to come into operation from the Appointed Date, shall not become effective until the later of the following dates, namely:
- 18.5.1. The last of the dates on which the last of the aforesaid consents, approvals, resolutions and orders as mentioned in Clause 18.1 shall be obtained or passed; or
- 18.5.2. The last of the dates on which all necessary certified copies of orders of the Court sanctioning the Scheme pursuant to sections 391 and 394 of the Companies Act, 1956 (or such applicable provisions of the Companies Act, 2013, as the case may be) shall be duly filed with the Registrar of Companies, Tamil Nadu, Chennai, Andaman and Nicobar Islands.

19. EXPENSES CONNECTED WITH THE SCHEME

All costs, charges and expenses of the Transferor Companies and the Transferee Company respectively in relation to or in connection with negotiations leading up to the Scheme and of carrying out and completing the terms and provisions of this Scheme and in relation to or in connection with the Scheme and incidental to the completion of the Amalgamation of the Transferor Companies with the Transferee Company in pursuance of this Scheme shall be borne and paid by the Transferee Company.

September 26, 2014

The Company Secretary
India Cements Limited
827, Dhun Building, Anna Salai,
Chennai - 600002.

Dear Sir / Madam,

Sub: Observation letter regarding the Scheme of Amalgamation/Arrangement between Trinetra Cement Limited (TCL) & Trishul Concrete Products Limited (TCPL) with the India Cements Limited (ICL) & their respective shareholders.

We are in receipt of Scheme of Amalgamation/Arrangement between Trinetra Cement Limited (TCL) & Trishul Concrete Products Limited (TCPL) with India Cements Limited.

The Exchange has noted the confirmation given by the Company stating that the scheme does not in any way violate or override or circumscribe the provisions of the SEBI Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996, the Companies Act, 1956, the rules, regulations and guidelines made under these Acts, and the provisions of the Listing Agreement or the requirements of BSE Limited (BSE).

As required under SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013 & SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013; SEBI has vide its letter dated September 26, 2014 given the following comment(s) on the draft scheme of arrangement:

- *Company to ensure that the information submitted by the company vide its email dated September 23, 2014 wherein it has been informed that the arrangement between the transferee company, i.e. ICL and its shareholders shall not be incorporated in the instant scheme of arrangement is displayed from the date of receipt of this letter on website of the listed company and the stock exchanges to be in compliance with the circulars.*
- *The company shall duly comply with various provisions of the Circulars.*

Accordingly, we hereby convey Exchange's 'No-objection' with limited reference to those matters having bearing on listing/ delisting/ continuous listing requirements within the provisions of the Listing Agreement, so as to enable you to file the scheme with the Hon'ble High Court.

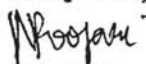
Further, you are also advised to bring the contents of this letter to the notice of your shareholders, all relevant authorities as deemed fit, and also mention the same in your application for approval of the scheme of arrangement submitted to the Hon'ble High Court.

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

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

- a. Copy of the High Court approved Scheme;
- b. Result of voting by shareholders for approving the Scheme;
- c. Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme;
- d. Status of compliance with the Observation Letter/s of the stock exchanges;
- e. The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
- f. Complaints Report as per Annexure II of this Circular.

Yours faithfully,


Nitin Pujari
Manager


Bhuvana Sriram
Dy. Manager

Ref: NSE/LIST/251751-P

September 26, 2014

The Company Secretary,
The India Cements Limited
Coromandel Towers
93, Santhome High Road
Karpagam Avenue, R.A. Puram
Chennai- 600028

Kind Attn: Mr. G. Balakrishnan

Dear Sir,

Sub.: Observation letter for Draft Scheme of Amalgamation and Arrangement between Trinetra Cement Limited and Trishul Concrete Products Limited with The India Cements Limited and their respective shareholders

This has reference to Draft Scheme of Amalgamation and Arrangement between Trinetra Cement Limited and Trishul Concrete Products Limited with The India Cements Limited and their respective shareholders to NSE vide your letter dated June 09, 2014.

Based on our letter reference no Ref: NSE/LIST/244117-D submitted to SEBI and pursuant to SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013 and SEBI Circular no. CIR/CFD/DIL/8/2013 dated May 21, 2013. SEBI has vide letter dated September 26, 2014 has given following comments on the draft scheme of Arrangement:

- a) Information submitted by the company, The India Cements Limited(ICL), vide email dated September 23, 2014 wherein it has been informed that the arrangement between the transferee company, i.e., ICL, and its shareholders shall not be incorporated in the instant scheme of arrangement, is displayed from the date of receipt of this letter on the website of the listed company along with various documents submitted pursuant to the circulars.
- b) The company shall duly comply with various provisions of the Circulars.

Accordingly, we do hereby convey our 'No-Objection' with limited reference to those matters having a bearing on listing / delisting / continuous listing requirements within the provisions of the Listing Agreement, so as to enable the Company to file the Scheme with the Hon'ble High Court.

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

The validity of this "Observation Letter" shall be six months from September 26, 2014, within which the scheme shall be submitted to the Hon'ble High Court. Further pursuant to the above



Continuation Sheet

SEBI circulars upon sanction of the Scheme by the Hon'ble High Court, you shall submit to NSE the following:

- a. Copy of Scheme as approved by the High Court;
- b. Result of voting by shareholders for approving the Scheme;
- c. Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme
- d. Status of compliance with the Observation Letter/s of the stock exchanges
- e. The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
- f. Complaints Report as per Annexure II of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013.

Yours faithfully,

For National Stock Exchange of India Limited

Kamlesh Patel
Manager

This Document is Digitally Signed

Signer : Patel Kamlesh
Date: Fri, Sep 26, 2014 19:17:19 IST
Location: NSE



MADRAS STOCK EXCHANGE LTD.

Phone : 25228951 / 52 / 53 / 57 / 4393
Fax : 044-25244897
E-mail Id : info@mseindia.in
Website : www.mseindia.in



Exchange Building :
Post Box No. 183
New No. 30, Second Line Beach,
Chennai - 600 001.
CIN : U67110TN1957PLC058053

MSE/LD/PSK/738/300/14
1st October 2014

The Company Secretary,
The India Cements Limited,
Coromandel Towers,
93, Santhome High Road,
Karpagam Avenue, R.A. Puram,
CHENNAI-600 0028

Dear Sir,

Sub: Application under clause-24(f) of the Listing Agreement to the proposed Scheme of Amalgamation between Trinetra Cement Limited and Trishul Concrete Products Limited with your company

Please refer to your letter correspondence along with the enclosures, seeking approval under clause-24(f) of the Listing Agreement for the proposed Scheme of Amalgamation of Trinetra Cement Limited and Trishul Concrete with your company.

The Exchange noted the confirmation given by the Company that the scheme of amalgamation/arrangement does not in any way violate or circumscribe the provisions of the SEBI Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996, the Companies Act, 1956, the rules, regulations and guidelines made under these Acts and the provisions as explained in clause-24(g) of the Listing Agreement or the requirements of Madras Stock Exchange Limited.

SEBI, vide its letter dated 26th September 2014, has stated that the company shall duly comply with various provisions of the circulars issued on the scheme of merger / arrangement.

Accordingly, we hereby convey our 'no-objection' with limited reference to those matters having a bearing on listing/delisting/continuous listing requirements within the provisions of the Listing Agreement, so as to enable you to file the Scheme with the Hon'ble High Court.

It is to be understood that the Exchange while granting no-objection does not express its opinion on the fairness or otherwise, of the valuation of the entities concerned or the exchange ratio proposed in the said scheme of amalgamation.

You are advised to bring the contents of this letter to the notice of your shareholders, all relevant authorities as deemed fit, and also mention the same in your application for approval of the scheme of amalgamation submitted to the Hon'ble High Court.

MADRAS STOCK EXCHANGE LTD.

Phone : 25228951 / 52 / 53 / 57 / 4393
Fax : 044-25244897
E-mail Id : info@mseindia.in
Website : www.mseindia.in



Exchange Building :
Post Box No. 183
New No. 30, Second Line Beach,
Chennai - 600 001.
CIN : U67110TN1957PLC058053

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

Thanking you,

Yours faithfully,

P. SAMPATHKUMAR
AGM & COMPLIANCE OFFICER



THE INDIA CEMENTS LIMITED

Corporate Office : Coromandel Towers, 93, Santhome High Road, Karpagam Avenue,
R.A. Puram, Chennai - 600 028. Phone : 044-28521526 Telefax : 044-2851 7198 Grams : 'INDCEMENT'

CIN : L26942TN1946PLC000931

COMPLAINTS REPORT

Part A

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

Part B

Sr. No.	Name of complainant	Date of complaint	Status (Resolved/Pending)
		N.A.	

Date: 04.07.2014

For THE INDIA CEMENTS LIMITED

SR. GENERAL MANAGER (SECRETARIAL)

Registered Office : Dhun Building, 827, Anna Salai, Chennai - 600 002.

E-mail : investor@indiacements.co.in www.indiacements.co.in

*MEMBER 30th - PROPOSED STOCK EXCHANGE LISTING FOR COMPLAINT REPORT

CIN: L26942TN1946PLC000931





Ernst & Young Merchant Banking Services Pvt. Ltd.
5th Floor, Block B 2
Nirlon Knowledge Park
Off Western Express Highway
Goregaon (E), Mumbai-400 063, India

Tel: +91 22 6192 0000
Fax: +91 22 6192 3000
ey.com

26 February 2014

To,

The Board of Directors

The India Cements Limited

Coromandel Towers 93, Santhome High Road Karpagam Avenue R.A.
Puram Chennai, Tamil Nadu – 600028.

Re: Fairness opinion on the proposed swap ratios as recommended by the Independent Valuer for the respective mergers of Trinetra Cement Limited ("TCL") and Trishul Concrete Products Limited ("TCPL") into India Cements Limited ("India Cements" or "ICL" or "you" or "Company")

Dear Sirs,

We refer to engagement letter dated 24 February 2014 with Ernst & Young Merchant Banking Services Private Limited (hereinafter referred to as "EY" or "EYMBSP"), wherein ICL has requested us to provide fairness opinion on the proposed swap ratios recommended by RGN Price & Co. ("Independent Valuer" or "Valuer") for the respective merger of TCL and TCPL into ICL ("Transactions").

SCOPE AND PURPOSE OF THIS REPORT

We understand that the Board of Directors of ICL is proposing to merge TCL and TCPL respectively into India Cements. This merger is sought to be achieved by a composite scheme of arrangement and amalgamation under Sections 391 to 394 of the Companies Act, 1956 ("Act") and any other applicable provisions of the Act (hereinafter referred to as the "Merger Scheme").

We understand from the management that:

- TCL is a subsidiary of ICL Financial Services Limited which is a wholly owned subsidiary of ICL. ICL Financial Services Ltd holds 61.22 % stake in TCL. On account of the merger, equity shareholders of TCL (other than ICL Financial Services) would be issued equity shares of India Cements. As a part of the merger scheme, the shares held by ICL Financial Services (a wholly owned subsidiary of ICL) in TCL shall stand cancelled.
- TCPL is a subsidiary of ICL Financial Services Limited. ICL Financial Services Limited and another wholly subsidiary of ICL hold 88.37% and 0.09% stake respectively, in TCPL. We understand that on a fully diluted basis (on account of convertible debentures held by ICL Financial Services in TCPL) the effective



shareholding on ICL in TCPL is ~97.41%. On account of the merger, equity shareholders of TCPL (other than ICL subsidiaries mentioned above) would be issued equity shares of India Cements. As a part of the merger scheme, the shares held by subsidiaries of ICL in TCPL shall stand cancelled.

- The proposed Appointed Date for both the Transactions is 1 January 2014.

ICL, TCL and TCPL have appointed RGN Price & Co. to recommend a fair and equitable equity share swap ratio for the Transactions mentioned above.

In this connection, the Management of ICL has engaged EY to issue a fairness opinion on the swap ratios proposed by the Independent Valuer for the Transactions, for the consideration of Board of Directors of ICL. Our scope of work includes commenting only on the fairness of the equity share swap ratio recommended by the Valuer. We are not attempting to review the absolute equity value of the Companies but only the swap ratio based on their comparative values. Further, we are also not commenting on the fairness or economic rationale of the Merger per se or the valuation methods used by the Valuer.

This Fairness opinion report is our deliverable for the same.

This report is subject to the scope, assumptions, exclusions, limitations and disclaimers detailed hereinafter. As such the report is to be read in totality, not in parts and in conjunction with the relevant documents referred to herein. This report has been issued only for the purpose of facilitating the respective merger of TCL and TCPL into India Cements and should not be used for any other purpose.

SOURCES OF INFORMATION

The sources of information, which have been furnished to us by ICL, are given below.

India Cements

- Audited standalone / consolidated Balance sheet and Profit and Loss statement for the years FY11, FY12 and FY13. Audited standalone Balance sheet and Profit and Loss statement for the period ended 30 September 2013.
- Provisional standalone financials as at 31 December 2013.
- Shareholding pattern as at 31 December 2013

TCL

- Audited Balance sheet and Profit and Loss statement for the years FY11, FY12 and FY13 and for the period ended 30 September 2013
- Provisional financials as at 31 December 2013.
- Shareholding pattern as at 31 December 2013

TCPL

- Audited Balance sheet and Profit and Loss statement for the years FY11, FY12 and FY13.



- Provisional financials for the period ended 30 September 2013 and for the period ended 31 December 2013.
- Shareholding pattern as at 31 December 2013
- Details of surplus assets, if any, of ICL, TCL and TCPL.

We have also obtained necessary explanations and information, which we believed were relevant to the present exercise, from the representatives of the Management. It may be mentioned that ICL has been provided an opportunity to review the draft report (without fairness opinion) for the current engagement as part of our standard practice to make sure that factual inaccuracies are avoided in our report.

STATEMENT OF LIMITING CONDITIONS

Affecting results

Provision of fairness opinions and consideration of the issues described herein are areas of our regular practice. The services do not represent accounting, assurance, accounting / tax due diligence, consulting or tax related services that may otherwise be provided by us or our affiliates.

This opinion, its contents and the results herein are specific to (i) the purpose of opinion as agreed as per the terms of our engagement and (ii) the date of this opinion. An opinion of this nature is necessarily based on the prevailing stock market, financial, economic and other conditions in general and industry trends in particular as in effect on, and the information made available to us as of, the date hereof. Events occurring after the date hereof may affect this opinion and the assumptions used in preparing it, and we do not assume any obligation to update, revise or reaffirm this report.

The recommendation(s) rendered in this opinion only represent our recommendation(s) based upon information as at 26 February 2014, furnished by the Companies and other sources and the said recommendation(s) shall be considered to be in the nature of non-binding advice, (our recommendation will however not be used for advising anybody to take buy or sell decision, for which specific opinion needs to be taken from expert advisors).

In the course of the fairness opinion, we were provided with both written and verbal information, including market, technical, financial and operating data.

In accordance with the terms of our engagement, we have assumed and relied upon, without independent verification, (i) the accuracy of information made available to us by the Companies/ Valuer and (ii) the accuracy of the information that was publicly available and formed a substantial basis for this report. In accordance with our Engagement Letter and in accordance with the customary approach adopted in fairness opinion exercises, we have not audited, reviewed or otherwise investigated the historical financial information provided to us. Accordingly, we do not express an opinion or offer any form of assurance regarding the truth and fairness of the financial position as



indicated in the financial statements. Also, with respect to explanations and information sought from the Companies/Valuer, we have been given to understand by the Companies/Valuer that they have not omitted any relevant and material factors and that they have checked the relevance or materiality of any specific information to the present exercise with us in case of any doubt. Our conclusions are based on the assumptions and information given by/on behalf of the Companies/Valuer. The Management of the Companies/Valuer has indicated to us that they have understood that any omissions, inaccuracies or misstatements may materially affect our opinion/results. Accordingly, we assume no responsibility for any errors in the information furnished by the Companies/Valuer and their impact on the report. Also, we assume no responsibility for technical information (if any) furnished by the Companies. However nothing has come to our attention to indicate that the information provided was materially mis-stated/ incorrect or would not afford reasonable grounds upon which to base the opinion. We do not imply and it should not be construed that we have verified any of the information provided to us, or that our inquiries could have verified any matter, which a more extensive examination might disclose

The Report assumes that the Companies comply fully with relevant laws and regulations applicable in all its areas of operations unless other wise stated, and that the Companies will be managed in a competent and responsible manner. Further, except as specifically stated to the contrary, this opinion has given no consideration to matters of a legal nature, including issues of legal title and compliance with local laws, and litigation and other contingent liabilities that are not recorded in the unaudited balance sheet of the Companies.

This report does not look into the business/ commercial reasons behind the Merger nor the likely benefits arising out of the same. Similarly, it does not address the relative merits of the Merger as compared with any other alternative business transaction, or other alternatives, or whether or not such alternatives could be achieved or are available. In addition, this report does not in any manner address the prices at which ICL's equity shares will trade following consummation of the Transaction and we express no opinion or recommendation as to how the shareholders of ICL should vote at any shareholders' meeting(s) to be held in connection with the Transactions.

No investigation of the Companies claim to title of assets has been made for the purpose of this report and the Companies claim to such rights has been assumed to be valid. No consideration has been given to liens or encumbrances against the assets, beyond the loans disclosed in the accounts. Therefore, no responsibility is assumed for matters of a legal nature.

The fee for the Engagement is not contingent upon the results reported.

We owe responsibility to only the Board of Directors of ICL, under the terms of our engagement letter, and nobody else. We do not accept any liability to any third party in relation to the issue of this Report. This report is subject to the laws of India.



BACKGROUND

India Cements Limited

ICL is engaged in the production and sale of cement. The Company reported revenues from operations of ₹ 51,594.67 mn and profit (post tax) of ₹ 1,880.23 mn for the year ended 31 March 2013 on a consolidated basis. ICL has seven integrated cement plants in Tamil Nadu and Andhra Pradesh, one in Rajasthan (through TCL) and two grinding units, one each in Tamil Nadu and Maharashtra. ICL has a cement production capacity of 14.05 million tonnes per annum (excluding capacity of TCL). It has its registered office located at Coromandel Towers 93, Santhome High Road Karpagam Avenue R.A. Puram, Chennai, Tamil Nadu- 600028, India.

The shareholding pattern of ICL as at 31 December 2013 is as follows:

<i>Particulars</i>	<i>% Stake</i>
Promoter	28.23
Public and Others	71.77
Financial Institutional Investors	35.10
Domestic Institutional Investors	12.74
Others	23.93
Total	100.00

Source: BSE website

Trinetra Cement Limited

TCL is a subsidiary of ICL Financial Services Limited which is a wholly owned subsidiary of ICL. It is engaged in manufacturing and selling of cement and clinker. TCL has plant capacity of 1.5 million tonnes per annum in Rajasthan. TCL reported revenues from operations of ₹ 4431.7 mn and net loss of ₹ 57.2 mn for the year ended 31 March 2013.

The shareholding pattern of TCL as at 31 December 2013 is as follows:

<i>Particulars</i>	<i>% Stake</i>
Promoter and Promoter Group	61.22
Public and Others	38.78
Domestic Institutional Investors	2.19
Others	36.59
Total	100.00

Source: BSE website

Trishul Concrete Products Limited

TCPL is a subsidiary of ICL Financial Services Limited which is a wholly owned subsidiary of ICL. It is engaged in production of ready mix concrete. The production



facilities of TCPL are in various locations in Chennai, Bangalore and Hyderabad. The total production capacity of the plant is 12.6 Lac cubic meters.

The shareholding pattern of TCPL as at 31st December 2013 on a fully diluted basis (after considering conversion of convertible debentures) is as follows:

<i>Particulars</i>	<i>% Stake on a fully diluted basis</i>
Promoter and Promoter Group	97.41
Public and Others	2.59
Total	100.00

Source: Management

It may be noted that ICL Financial Services Limited and another wholly subsidiary of ICL hold 88.37% and 0.09% stake respectively, in TCPL. Further on a fully diluted basis (on account of convertible debentures held in TCPL) the effective shareholding on ICL in TCPL is 97.41%.

APPROACH – BASIS OF MERGER

Arriving at the fair basis for the Transactions would require determining the fair value of the equity shares of TCL and TCPL in terms of the fair value of the equity shares of ICL.

There are several commonly used and accepted methods for determining the fair value of the equity shares of a company/business. The application of any particular method of valuation depends on the purpose for which the valuation is done. While we have reviewed the workings of the Independent Valuer, we have also done our own analysis as well.

It should be understood that the valuation of any company or its assets is inherently subjective and is subject to certain uncertainties and contingencies, all of which are difficult to predict and are beyond our control. In performing our analysis, we made assumptions with respect to industry performance and general business and economic conditions, many of which are beyond the control of the Companies. In addition, this valuation will fluctuate with changes in prevailing market conditions, the conditions and prospects, financial and otherwise, of the Companies, and other factors which generally influence the valuation of companies and their assets.

The application of any particular method of valuation depends on the purpose for which the valuation is done. Although different values may exist for different purposes, it cannot be too strongly emphasized that a valuer can only arrive at one value for one purpose. Our choice of methodology of valuation has been arrived at using usual and conventional methodologies adopted for transactions of a similar nature and our reasonable judgment, in an independent and bona fide manner based on our previous experience of assignments of a similar nature.

We have considered the following methods:

Market Price method

The market price of an equity share as quoted on a stock exchange is normally considered as the fair value of the equity shares of that company where such quotations are arising from the shares being regularly and freely traded in, subject to the element of speculative support that may be inbuilt in the value of the shares. But there could be situations where the value of the share as quoted on the stock market would not be regarded as a proper index of the fair value of the share especially where the market values are fluctuating in a volatile capital market. Further, in the case of a merger/demerger, where there is a question of evaluating the shares of one company against those of another, the volume of transactions and the number of shares available for trading on the stock exchange over a reasonable period would have to be of a comparable standard.

In the present case, the shares of ICL are listed on BSE and NSE and there are regular transactions in its equity shares. The shares of TCL are listed on BSE however there are no regular transactions in its equity shares. The shares of TCPL are not listed. In these cases, the volume weighted average share price of ICL over reasonable periods, as deemed appropriate for the purpose of our valuation analysis, has been considered for determining the value of ICL under the market price methodology.

Comparable Companies' Multiple (CCM) method

Under this method, value of the equity shares of a company is arrived at by using multiples derived from valuations of comparable companies, as manifest through stock market valuations of listed companies. This valuation is based on the principle that market valuations, taking place between informed buyers and informed sellers, incorporate all factors relevant to valuation. Relevant multiples need to be chosen carefully and adjusted for differences between the circumstances.

We have considered the appropriate operating profitability / income / capacity based valuation multiples of comparable listed companies for the purpose of our valuation analysis. To arrive at the total value available to the equity shareholders of each of the Companies, the values arrived above under the CCM method for the Companies are adjusted for, inter-alia, the value of loans, cash, surplus / non-operating assets/liabilities as deemed appropriate for the purpose of our valuation analysis. The total value for equity shareholders is then divided by the current number of equity shares of the respective companies in order to work out the value per equity share of the Companies.

Net Asset Value (NAV) Methodology

The asset based valuation technique is based on the value of the underlying net assets of the business, either on a book value basis or realizable value basis or replacement cost basis. This valuation approach is mainly used in case where the firm is to be liquidated i.e. it does not meet the "going concern" criteria or in case where the assets are



dominate earnings capability. A Scheme of Arrangement would normally be proceeded with, on the assumption that the companies/businesses merged/demerged as going concerns and an actual realization of the operating assets is not contemplated. The operating assets have therefore been considered at their book values. In such a going concern scenario the relative earning power is of importance to the basis of merger/demerger, with the values arrived at on the net asset basis being of limited relevance.

To estimate the net asset value of the equity shares of ICL, TCL and TCPL at book value, appropriate adjustments have been made to the value of their investments to reflect fair value of the investment, with due consideration to the materiality concept and also considering the availability of information.

Discounted Cash Flows (DCF) Method

Under the DCF method, the projected free cash flows from business operations are discounted at the weighted average cost of capital. The sum of the discounted value of such free cash flows is the value of the business.

Using the DCF analysis involves determining the following:

Estimating future free cash flows:

Free cash flows are the cash flows expected to be generated by the company that are available to all providers of the company's capital- both debt and equity.

Appropriate discount rate to be applied to cash flows i.e. the cost of capital.

This discount rate, which is applied to the free cash flows, should reflect the opportunity cost to all the capital providers (namely shareholders and creditors), weighted by their relative contribution to the total capital of the company. The opportunity cost to the capital provider equals the rate of return the capital provider expects to earn on other investments of equivalent risk.

We have not used the DCF method in the current analysis as the forecasts were not readily available with management of the Companies.

INDEPENDENT VALUER'S RECOMMENDATION

It has been proposed by the Independent Valuer

- that upon the merger of TCL into ICL, 2 equity shares (of ₹ 10/- each fully paid up) of ICL would be issued in lieu of every 9 equity shares (of ₹ 10 each fully paid up) held by the equity shareholders of TCL.
- that upon the merger of TCPL into ICL, 7 equity shares (of ₹ 10/- each fully paid up) of ICL would be issued in lieu of every 3 equity shares (of ₹ 10 each fully paid up) held by the equity shareholders of TCPL.



OUR COMMENT ON INDEPENDENT VALUER'S RECOMMENDATION

The fair basis of merger of TCL and TCPL into ICL would have to be determined after taking into consideration all the factors and methodologies mentioned hereinabove. It is however important to note that in providing a fairness opinion, we are not attempting to review the absolute equity value of the Companies but the swap ratio based on their comparative values.

The fairness opinion has been prepared based on the Independent Valuer's report, our relative analysis under various methods, various qualitative factors relevant to each company/business and the business dynamics and growth potentials of the businesses of the Companies, having regard to information base, management representations and perceptions, key underlying assumptions and limitations.

Further, as informed to us, there would be no change in the share capital and/or the shareholding pattern of the Companies till the Scheme becomes effective.

In the ultimate analysis, analysis/review will have to be tempered by the exercise of judicious discretion and judgment taking into account all the relevant factors. There will always be several factors, e.g. quality and integrity of the management, present and prospective competition, yield on comparable securities and market sentiment, etc. which are not evident from the face of the balance sheets but which will strongly influence the worth of a share. This concept is also recognized in judicial decisions. For example, Viscount Simon Bd in Gold Coast Selection Trust Ltd. vs. Humphrey reported in 30 TC 209 (House of Lords) and quoted with approval by the Supreme Court of India in the case reported in 176 ITR 417 as under:

"If the asset takes the form of fully paid shares, the valuation will take into account not only the terms of the agreement but a number of other factors, such as prospective yield, marketability, the general outlook for the type of business of the company which has allotted the shares, the result of a contemporary prospectus offering similar shares for subscription, the capital position of the company, so forth. There may also be an element of value in the fact that the holding of the shares gives control of the company. If the asset is difficult to value, but is nonetheless of a money value, the best valuation possible must be made. Valuation is an art, not an exact science. Mathematical certainty is not demanded, nor indeed is it possible."



In the light of the above and on a consideration of all the relevant factors and circumstances, we believe that the proposed swap ratio of

- 2 equity shares of ICL of ₹ 10/- each fully paid up, in lieu of every 9 equity shares of TCL of ₹ 10/- each fully paid up for the proposed merger of the TCL into ICL, in our opinion, is fair.
- 7 equity shares of ICL of ₹ 10/- each fully paid up, in lieu of every 3 equity shares of TCPL of ₹ 10/- each fully paid up for the proposed merger of the TCPL into ICL, in our opinion, is fair.

It should be noted that we have examined only the fairness of the equity share swap ratio for the shareholders and not examined any other matter including fairness or economic rationale of the merger per se or accounting and tax matters involved in the proposed merger exercise.

Yours faithfully,

Parag Mehta
Ernst & Young Merchant Banking Services Private Limited



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(Ordinary Original Civil Jurisdiction)

COMPANY APPLICATION NO.94 OF 2015

In the Matter of Companies Act, 1956 (1 of 1956)

And

In the Matter of Sections 391 to 394 of the Companies Act, 1956

And

In the Matter of Scheme of Amalgamation and Arrangement

Between

TRINETRA CEMENT LIMITED
(First Transferor Company)

And

TRISHUL CONCRETE PRODUCTS LIMITED
(Second Transferor Company)

With

THE INDIA CEMENTS LIMITED
(Transferee Company)

And

Their Respective Shareholders

THE INDIA CEMENTS LIMITED

having its Registered Office at

'Dhun Building',

827, Anna Salai,

Chennai - 600 002.

Represented by its Company Secretary, Mr.G.Balakrishnan

... Applicant / Transferee Company

FORM OF PROXY

I/We, the undersigned Secured Creditor of The India Cements Limited, the Applicant / Transferee Company, hereby appoint Mr./Ms. _____ of _____ and failing him/her Mr./Ms. _____ of _____ as my/our proxy, to act for me/us at the meeting of the Secured Creditors of the Applicant Company to be held at the Corporate Office: "Coromandel Towers", 93, Santhome High Road, Karpagam Avenue, R.A.Puram, Chennai 600 028, on Wednesday, the 25th day of March, 2015 at 1.45 P.M. for the purpose of considering and, if thought fit, approving, with or without modification(s), the Scheme of Amalgamation and Arrangement between Trinetra Cement Limited and Trishul Concrete Products Limited with The India Cements Limited and their respective Shareholders and at such meeting and any adjournment or adjournments thereof, to vote, for me/us and in my/our name _____ [here, "if for", insert "**for**"; "if against", insert "**against**"; and in the latter case, strike out the words below after 'Scheme of Amalgamation and Arrangement'], the said Scheme of Amalgamation and Arrangement, *either with or without modification(s)**, as my/our proxy may approve.

*Strike out what is not necessary.

Dated this _____ day of _____ 2015.

Name and Address of the Secured Creditor: _____

Signature of Secured Creditor: _____

Signature of Proxy: _____

Notes:

1. Alterations, if any, made in the Form of Proxy should be initialled.
2. Please affix revenue stamp before putting signature.
3. Proxy must be deposited at the Registered Office of the Applicant Company, not later than FORTY EIGHT hours before the meeting.
4. Proxy need not be a Secured Creditor of the Applicant Company.
5. In case of multiple proxies, the proxy later in time shall be accepted.

Affix Re.1
Revenue
Stamp

Signature across the stamp.



THE INDIA CEMENTS LIMITED

CIN : L26942TN1946PLC000931

Registered Office: "Dhun Building", 827, Anna Salai, Chennai 600 002.

Corporate Office: "Coromandel Towers", 93, Santhome High Road, Karpagam Avenue,
R.A.Puram, Chennai 600 028.

Phone: 044-28521526, 28572100, 28572400 Fax: 044-28517198

Email Id: investor@indiacements.co.in Website: www.indiacements.co.in

ATTENDANCE SLIP

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

ONLY SECURED CREDITORS OR THEIR PROXIES ARE ENTITLED TO BE PRESENT AT THE MEETING.

NAME AND ADDRESS OF THE SECURED CREDITOR (IN BLOCK LETTERS):

Value (In Rs.) _____

NAME AND ADDRESS OF THE PROXY HOLDER (IN BLOCK LETTERS) to be filled in by the Proxy attending instead of the Secured Creditor:

I/We _____ (Name of the Secured Creditor / Proxy) hereby

record my/our presence at the meeting of the Secured Creditors of the Company, convened pursuant to Order dated 2nd February, 2015 of the Hon'ble High Court of Judicature at Madras, held at the Corporate Office: "Coromandel Towers", 93, Santhome High Road, Karpagam Avenue, R.A.Puram, Chennai 600 028, on Wednesday, the 25th day of March, 2015 at 1.45 P.M.

Signature of the Secured Creditor : _____

or

Signature of the Proxy : _____

Notes:

1. Secured Creditors/Proxy Holders are requested to bring the attendance slip with them when they come to the meeting and hand it over at the entrance of the meeting hall after affixing their signature on it.
2. Secured Creditors who come to attend the meeting are requested to bring the copies of their Notice and Scheme of Amalgamation and Arrangement.

