SCHEME OF AMALGAMATION

AMONGST

AMBUJA CEMENTS LIMITED

AND

HOLCIM (INDIA) PRIVATE LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

UNDER SECTIONS 391 TO 394 READ WITH SECTION 100 AND OTHER RELEVANT PROVISIONS OF THE COMPANIES ACT, 1956

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IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
(IN ITS ORIGINAL JURISDICTION)
COMPANY APPLICATION NO. 271 OF 2013

In the matter of the Companies Act, 1956;

-And-

In the matter of Application under Sections 391 to 394, read along with Section 100 and other relevant provisions of the Companies Act, 1956;

-And-

In the matter of Ambuja Cements Limited, [CIN: L26942GJ1981PLC004717], a public limited company, incorporated under the provisions of the Companies Act, 1956, having its registered office at P.O. Ambujanagar, Taluka Kodinar, Gir Somnath- 362 715, Gujarat;

-And-

In the matter of Scheme of Amalgamation amongst Holcim (India) Private Limited and Ambuja Cements Limited and their respective shareholders and creditors.

Ambuja Cements Limited,
[CIN: L26942GJ1981PLC004717], a public limited company, incorporated under the provisions of the Companies Act, 1956, having its registered office at P.O. Ambujanagar, Taluka Kodinar, Gir Somnath- 362 715, Gujarat

... Applicant Company

NOTICE CONVENING MEETING OF THE EQUITY SHAREHOLDERS OF AMBUJA CEMENTS LIMITED, THE APPLICANT COMPANY

To,

The Equity Shareholder(s) of Ambuja Cements Limited (**"the Applicant Company"**)

TAKE NOTICE that by an Order made on Tuesday, the 15th day of October, 2013, the Hon'ble High Court of Gujarat at Ahmedabad has directed a meeting of the equity shareholders of the Applicant Company to be held at P.O. Ambujanagar, Taluka Kodinar, Gir Somnath - 362 715, Gujarat, the Registered Office of the Applicant Company, on Saturday, the 23rd day of November, 2013 at 10:00 a.m. in the forenoon, for the purpose of considering, and if thought fit, approving, with or without modification, the Scheme of Amalgamation amongst Ambuja Cements Limited and Holcim (India) Private Limited and their respective shareholders and creditors (the **"Scheme"**).

TAKE FURTHER NOTICE that in pursuance of the said Order, a meeting of the equity shareholders of the Applicant Company will be held at P.O. Ambujanagar, Taluka Kodinar, Gir Somnath- 362 715, Gujarat, the Registered Office of the Applicant Company, on Saturday, the 23rd day of November, 2013 at 10:00 a.m. in the forenoon, when you are requested to attend.

TAKE FURTHER NOTICE that you may attend and vote at the said meeting in person or by proxy, provided that a proxy in the prescribed form, duly signed by you or your authorised signatory, is deposited at the Registered Office of the Applicant Company at P.O. Ambujanagar, Taluka Kodinar, Gir Somnath- 362 715, Gujarat, not later than 48 hours before the scheduled time of the commencement of the said meeting. Please carry proper proof of identification at the meeting venue for the purpose of verification.

The Hon'ble High Court of Gujarat at Ahmedabad has appointed Shri Onne van der Weijde, the Managing Director of the Applicant Company and in his absence Shri B.L. Taparia, a Non-executive Director of the Applicant Company and in his absence Shri Ajay Kapur, the Deputy Managing Director and CEO of the Applicant Company, as the Chairman of the said meeting.

A copy of the Scheme, the explanatory statement under Section 393 of the Companies Act, 1956, the joint valuation report by BSR and Associates and Price Waterhouse & Co., fairness opinion by Axis Capital Limited, the observation letters issued by the National Stock Exchange of India Limited and BSE Limited, the complaints report, the form of proxy and an attendance slip are enclosed.

Dated this 23rd day of October, 2013

Sd/-
[Onne van der Weijde]
Chairman appointed for the meeting

Registered Office:
Ambuja Cements Limited,
P.O. Ambujanagar, Taluka Kodinar,
Gir Somnath - 362 715, Gujarat

Notes:

1. All alterations made in the form of proxy should be initialled.

2. Only registered equity shareholders of the Applicant Company may attend and vote (either in person or by proxy) at the equity shareholders' meeting. The representative of a body corporate which is a registered equity shareholder of the Applicant Company may attend and vote at the equity shareholders' meeting, provided a certified true copy of the resolution of the Board of Directors or other governing body of the body corporate is deposited at the Registered Office of the Applicant Company not later than 48 hours before the scheduled time of the commencement of the meeting authorising such representative to attend and vote at the equity shareholders' meeting.

3. A registered equity shareholder of the Applicant Company 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 member of the Applicant Company.

4. A registered equity shareholder or his Proxy is requested to bring copy of the notice to the meeting and produce at the entrance of the meeting venue, the attendance slip duly completed and signed.

5. Registered equity shareholders who hold shares in dematerialised form are requested to bring their Client ID and DP ID for easy identification of the attendance at the meeting.

6. Registered equity shareholders are informed that in case of joint holders attending the meeting, only such joint holder whose name stands first in the Register of Members of the Applicant Company in respect of such joint holding will be entitled to vote.

Encl: as above.

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
(IN ITS ORIGINAL JURISDICTION)
COMPANY APPLICATION NO. 271 OF 2013

In the matter of the Companies Act, 1956;

-And-

In the matter of Application under Sections 391 to 394, read along with Section 100 and other relevant provisions of the Companies Act, 1956;

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-And-

In the matter of Scheme of Amalgamation amongst Holcim (India) Private Limited and Ambuja Cements Limited and their respective shareholders and creditors.

Ambuja Cements Limited,
[CIN: L26942GJ1981PLC004717], a public limited company, incorporated under the provisions of the Companies Act, 1956, having its registered office at P.O. Ambujanagar, Taluka Kodinar, Gir Somnath- 362 715, Gujarat

... Applicant Company

EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956 READ WITH SECTION 102 OF THE COMPANIES ACT, 2013 (EARLIER SECTION 173 OF THE COMPANIES ACT, 1956)

1. Pursuant to the Order dated the 15th October, 2013 passed by the Hon'ble High Court of Gujarat at Ahmedabad, in the Company Application referred to above, meeting of the equity shareholders of Ambuja Cements Limited (**"Applicant Company"** or **"Transferee Company"** or **"Amalgamated Company"**) is being convened and held for the purpose of considering and, if thought fit, approving with or without modifications, the Scheme of Amalgamation amongst Holcim (India) Private Limited (**"Transferor Company"** or **"Amalgamating Company"**) and the Applicant Company and their respective shareholders and creditors (**"Scheme"**) under Sections 391-394, read with Section 100 and other relevant provisions of the Companies Act, 1956 (the **"Act"**). A certified copy of the said order is available for inspection up to 1 (One) day prior to the date of the meeting at the Registered Office of the Applicant Company at P. O. Ambujanagar, Taluka Kodinar, Gir Somnath - 362 715 between [10.00] a.m. to [6.00] p.m. on any working day except Saturdays and Sundays.

2. A copy of the Scheme setting out the details of the terms and conditions on which the Scheme is proposed is enclosed.

BACKGROUND OF THE APPLICANT COMPANY

3. The Applicant Company is a public company limited by shares incorporated in the year 1981 under the Companies Act, 1956, having its Registered Office at P. O. Ambujanagar, Taluka Kodinar, Gir Somnath- 362 715. The Applicant Company was originally incorporated in the year 1981 under the name 'Ambuja Cements Private Limited' as a private limited company. The Applicant Company changed its name to 'Ambuja Cements Limited' in 1983, thereafter to 'Gujarat Ambuja Cements Limited' in 1983 and finally to 'Ambuja Cements Limited' in 2007.

4. The Applicant Company is engaged in the business of manufacturing and marketing of cement and clinker for domestic and export markets. The objects for which the Applicant Company has been established are set out in its Memorandum of Association. The main objects of the Applicant Company are set out hereunder:

"*1. To carry on the business as manufacturers and dealers in Grey Cement, White Portland Cement, Ordinary Portland Cement and Cement of all kinds and varieties, Concrete, Lime, Clay, Gypsum and Lime Stone, Sagole, Soap Stone, Repifix Cement and allied products and by products.*

2. To establish, construct, acquire, run, operate on any factory for manufacturing Cement and allied products."

5. The details of the authorised, issued, subscribed and paid-up share capital of the Applicant Company are set out in Clause 2(b) of the Scheme. The equity shares of the Applicant Company are listed on the BSE Limited (**"BSE"**) and the National Stock Exchange of India Limited (**"NSE"**), (collectively, the **"Stock Exchanges"**). The global depository receipts issued by the Applicant Company are listed on the Euro MTF Platform of the Luxembourg Stock Exchange.

BACKGROUND OF THE TRANSFEROR

6. The Transferor Company is a private company limited by shares incorporated in the year 2002 under the provisions of the Act having its registered office at Suite 304, Third Floor, DLF South Court, Plot A-1, Saket District Centre, Saket, New Delhi - 110 017. The Transferor Company was originally incorporated on 5th September, 2002 under the provisions of the Act, in the name and style Holdcem Cements Private Limited. The name of the Transferor Company was subsequently changed to its present name i.e. Holcim (India) Private Limited on 20th October, 2005.

7. The equity shares of the Transferor Company are not listed on any stock exchange in India.

8. Holderind Investments Ltd ("**HIL**") and Mr. Dinesh Kothari are the only members of the Transferor Company. HIL holds 5,69,03,85,094 (Five Hundred and Sixty Nine Crores Three Lakhs Eighty Five Thousand and Ninety Four) equity shares of the Transferor Company of the face value of ₹10/- (Rupees Ten Only) each. The remaining 1 (One) equity share of the Transferor Company of the face value of ₹10/- (Rupees Ten Only) is held by Mr. Dinesh Kothari with the beneficial owner being HIL.

9. The Transferor Company is primarily engaged in the cement business, through its downstream investments in cement manufacturing ventures in India. The objects for which the Transferor Company has been established are set out in its Memorandum of Association. The main objects of the Transferor Company are set out hereunder:

"1. *To produce, manufacture, treat, process, prepare, refine, import, export, purchase, sell and generally to deal in either as principals or as agents either solely or in partnership with others, all types and kinds of cement ordinary, white, coloured, Portland, pozzolana, Alumina, Blast furnace, Silica and all other varieties of cement, lime and lime stone, clinker and/or by products thereof, as also cement products of any or all descriptions such as pipes, poles, slabs, asbestos sheets, blocks, tiles, garden wears, Plaster of Paris, lime pipes, building materials and otherwise, and articles, things, compounds and preparations connected with the aforesaid products.*

2. *To carry on the business as manufacturers and sellers of, and dealers and workers in cements of all kinds, lime, plasters, whiting, clay gravel, sand, minerals, earth, coke, fuel, gypsum, coal, artificial stone and all construction material made out of cement products and convenience of all kinds and deal in their packing; material*".

10. The details of the authorised, issued, subscribed and paid-up share capital of the Transferor Company are set out in Clause 2(a) of the Scheme.

BACKGROUND OF THE SCHEME

11. The Scheme provides for:

(a) the amalgamation of the Transferor Company with the Applicant Company and issuance of equity shares by the Applicant Company to the shareholders of the Transferor Company in consideration for the amalgamation as set out in the Scheme;

(b) transfer of all the assets and liabilities of the Transferor Company, including its shareholding of 50.01% (Fifty Point Zero One Percent) in ACC Limited, to the Applicant Company;

(c) the cancellation of the existing equity shares of the Applicant Company held by the Transferor Company in accordance with provisions of Section 100 to Section 103 of the Act;

(d) dissolution of the Transferor Company without winding up, and various other matters consequential to or otherwise connected with the above in the manner provided for in the Scheme, pursuant to Sections 391 to 394, Section 100 and other relevant provisions of the Act.

RATIONALE FOR THE SCHEME

12. The rationale for the Amalgamating Company proposing the proposed amalgamation is that it will allow the shareholder of the Amalgamating Company to streamline its holding in India and benefit from the operational and other synergies between its group companies in India.

13. The rationale for the Amalgamated Company proposing the proposed amalgamation is set out below:

(a) The Amalgamating Company currently holds 50.01% (Fifty Point Zero One Percent) equity shares in ACC Limited which consequent upon the proposed amalgamation will vest with the Amalgamated Company. ACC Limited is amongst the leading cement companies in India;

(b) The proposed Amalgamation will enable the Amalgamated Company to explore the opportunities of synergizing its several functions with ACC Limited;

(c) The Amalgamated Company will immensely benefit by way of sharing of best practices, co-ordination in several back end processes such as supply chain and logistic alignment, benefit from increased scale of operations, saving in fixed costs etc.;

(d) This will thus enable the Amalgamated Company to realize huge potential savings and improve its revenue and margins. Further, the size of the profits and net worth of the consolidated business of the Amalgamated Company is likely to increase from the current levels consequent upon the proposed amalgamation; and

(e) The proposed amalgamation is likely to enhance significantly the values and synergies for both Amalgamated Company as well as ACC Limited and for all the stakeholders.

CORPORATE APPROVALS FOR THE SCHEME

14. The proposal for the Amalgamation was placed before the Audit Committee of the Applicant Company at its meeting held on July 24, 2013. The Audit Committee of the Applicant Company took into account the recommendations on the Share Exchange Ratio (*as defined in the Scheme*) by BSR and Associates and Price Waterhouse & Co., both acting as independent chartered accountants, and the Fairness Opinion provided by Axis Capital Limited, acting as the independent fairness opinion provider. The Fairness Opinion provided by Axis Capital Limited notes that in consideration of the amalgamation of the Transferor Company

into the Applicant Company pursuant to the Scheme, for every 74 (Seventy Four) equity shares of face value of ₹ 10 (Rupees Ten Only) each and fully paid held by the shareholders of the Transferor Company, the Applicant Company shall issue and allot 10 (Ten) equity shares of face value of ₹ 2 (Rupees Two Only) each fully paid up (i.e., pursuant to the Scheme the shareholders of the Transferor Company will be issued shares in accordance with the Share Exchange Ratio). It further states that, as of such date, and based upon and subject to various assumptions, limitations and considerations set forth in such written opinion, the Share Exchange Ratio is fair to the equity shareholders of the Applicant Company. On the basis of the aforesaid evaluations and its own independent judgement, the Audit Committee has recommended the Scheme, including the Share Exchange Ratio to the Board of Directors of the Applicant Company.

15. The Board of Directors of the Applicant Company has taken into account the independent recommendations of the Audit Committee, the recommendations of the Share Exchange Ratio provided by BSR and Associates and Price Waterhouse & Co. and the Fairness Opinion provided by Axis Capital Limited in relation to the Share Exchange Ratio.

16. Based on the aforesaid advice/ opinions and on the basis of their independent judgment and evaluation, the Board of Directors of the Applicant Company has come to the conclusion that the Share Exchange Ratio is fair and reasonable and has approved the same at its meeting held on July 24, 2013.

17. The Board of Directors of the Transferor Company has after considering the recommendations on the Share Exchange Ratio by BSR and Associates and Price Waterhouse & Co., both acting as independent chartered accountants and on the basis of its independent judgement and evaluation, come to the conclusion that the Share Exchange Ratio is fair and reasonable and has approved the same at its meeting held on July 24, 2013.

18. The recommendations on the Share Exchange Ratio by BSR and Associates and Price Waterhouse & Co., both acting as independent chartered accountants, and the Fairness Opinion provided by Axis Capital Limited, acting as the independent fairness opinion provider, are enclosed and shareholders should read the aforesaid reports in their entirety for information regarding the assumptions made and factors considered in rendering the same.

19. Please note that the Board of Directors of the Applicant Company have approved the Scheme as part of an inter-linked transaction, where as a first step the Applicant Company will purchase 1,36,56,92,423 (One Hundred Thirty Six Crores Fifty Six Lakhs Ninety Two Thousand Four Hundred and Twenty Three) equity shares of the Transferor Company from HIL for consideration of ₹25.63 (Rupees Twenty Five and Sixty Three Paise Only) per share aggregating to ₹35,00,26,96,801.49 (Rupees Three Thousand Five Hundred Crores Twenty Six Lakhs Ninety Six Thousand Eight Hundred and One and Forty Nine Paise Only) in accordance with the terms and conditions agreed by the Applicant Company with the Transferor Company and HIL, and thereafter the Transferor Company will be merged into the Applicant Company as contemplated in the Scheme.

SALIENT FEATURES OF THE SCHEME

20. The salient features of the Scheme are set out below:

20.1 The Scheme provides for the Amalgamation of the Transferor Company with the Applicant Company and reduction of share capital of the Applicant Company pursuant to Sections 391 to 394, read along with Section 100 and other relevant provisions of the Act, and various other matters consequential to or otherwise integrally connected with the Amalgamation in the manner provided for in the Scheme. Upon sanction and effectiveness of the Scheme, the shareholders of the Transferor Company shall become shareholders of the Applicant Company and the Transferor Company shall stand dissolved without winding up.

20.2 The relevant clauses of the Scheme are set out below. Unless specified otherwise, defined /capitalised terms used below shall have the meaning ascribed to them in the Scheme.

(a) ***"Appointed Date"*** means the opening of business on April 1, 2013, or such other date as may be determined by the Boards of Directors of the Amalgamating Company and the Amalgamated Company and is the date with effect from which the Scheme shall, upon being sanctioned by the High Courts, be operative;

(b) ***"Effective Date"*** means such date as the Amalgamating Company and the Amalgamated Company mutually agree being a date on the last of the dates or post the last of the dates on which all the conditions and matters referred to in sub-clause 23(a) of the Scheme occur or have been fulfilled or waived in accordance with the Scheme. References in the Scheme to date of 'coming into effect of the Scheme' or 'effectiveness of the Scheme' shall mean the Effective Date;

(c) ***"Undertaking"*** means all the undertakings and entire business of the Amalgamating Company as a going concern, including, without limitation

(i) all the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature) of the Amalgamating Company, whether or not recorded in the books of accounts of the Amalgamating Company including, without limitation, investments of all kinds (i.e., shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), furniture, fixtures, office equipment, computers, fixed assets, current assets, cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, receivables, advances or deposits paid by or deemed to have been paid by the Amalgamating Company, financial assets, vehicles, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and where-so-ever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Amalgamating Company or in connection with or relating to the Amalgamating Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Amalgamating Company, whether in India or abroad;

(ii) all permissions, approvals, consents, subsidies, privileges, income tax benefits and exemptions, indirect tax benefits and exemptions, all other rights, benefits and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Amalgamating Company;

(iii) all contracts, agreements, memoranda of understanding, letters of intent, other arrangements, undertakings, deeds, bonds, insurance covers and claims, clearances and other instruments of whatsoever nature and description, if any, whether written, oral or otherwise, to which the Amalgamating Company is a party to, or to the benefit of which the Amalgamating Company may be eligible;

(iv) all intellectual property rights of any nature whatsoever, books, records, files, papers, software licenses (whether proprietary or otherwise), and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Amalgamating Company;

(v) all Liabilities, lien or security thereon, whether in Indian rupees or foreign currency and whether or not provided for in the books of account or disclosed in the balance sheet of the Amalgamating Company; and

(vi) all Employees engaged by the Amalgamating Company.

(d) Part II of the Scheme envisages the amalgamation of the Amalgamating Company with the Amalgamated Company in the following manner:

Upon the coming into effect of the Scheme and with effect from the Appointed Date, the Undertaking shall, pursuant to the sanction of the Scheme by the High Courts and pursuant to the provisions of Sections 391 to 394, Section 100 and other applicable provisions, if any, of the Act, be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in the Amalgamated Company, as a going concern, in accordance with Section 2(1B) of the Income Tax Act without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date, the undertaking of the Amalgamated Company by virtue of and in the manner provided in the Scheme. Upon coming into effect of the Scheme and with effect from the Appointed Date,

(i) Transfer of Assets – all the estate, assets (including intangible assets), properties, investments of all kinds (that is, shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), rights, claims, title, interest and authorities including accretions and appurtenances, whether or not provided in the books of accounts, comprised in the Undertaking of whatsoever nature and where-so-ever situate shall, under the provisions of Sections 391 to 394 of the Act and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in the Amalgamated Company and/or be deemed to be transferred to and vested in the Amalgamated Company as a part of the transfer of the Undertaking as a going concern so as to become, as and from the Appointed Date, the estate, assets (including intangible assets), properties, investments of all kinds (that is, shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), rights, claims, title, interest and authorities including accretions and appurtenances of the Amalgamated Company.

(ii) Transfer of Permissions and Approvals - all permissions, approvals, consents, subsidies, privileges, income tax benefits and exemptions, indirect tax benefits and exemptions, all other rights, benefits and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Amalgamating Company enjoyed or conferred upon or held or availed of by the Amalgamating Company and all rights and benefits that have accrued or which may accrue to the Amalgamating Company, whether on, before or after the Appointed Date, if any, shall, under the provisions of Sections 391 to 394 of the Act and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vest in and/or be deemed to be transferred to and vested in the Amalgamated Company as a part of the transfer of the Undertaking as a going concern, so as to become, as and from the Appointed Date, the permissions, approvals, consents, subsidies, privileges, income tax benefits and exemptions, indirect tax benefits and exemptions, all other rights, benefits and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements, of the Amalgamated Company and shall remain valid, effective and enforceable on the same terms and conditions. It is further clarified that they shall be deemed to have originally been given by, issued to or executed in favour of the Amalgamated Company, and the Amalgamated Company shall be bound by the terms thereof and the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Amalgamated Company.

(iii) Transfer of Contracts - all contracts, agreements, memoranda of understanding, letters of intent, other arrangements, undertakings, deeds, bonds, insurance covers and claims, clearances and other instruments of whatsoever nature and description, if any, whether written, oral or otherwise, to which the Amalgamating Company is a party, or to the benefit of which the Amalgamating Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall under the provisions of Sections 391 to 394 of the Act and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in the Amalgamated Company as a part of the transfer of the Undertaking as a going concern and shall continue in full force and effect on or against or in favour, as the case may be, of the Amalgamated Company and may be enforced as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party or beneficiary or obligee thereto or thereunder.

(iv) Transfer of Intellectual Property - all the intellectual property rights of any nature whatsoever, including but not limited to intangible assets appertaining to the Amalgamating Company, whether or not provided in books of accounts of the Amalgamating Company, shall under the provisions of Sections 391 to 394 of the Act and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred and vested in the Amalgamated Company as a part of the transfer of the Undertaking as a going concern, so as to become, as and from the Appointed Date, the intellectual property of the Amalgamated Company.

(v) Transfer of Corporate Approvals - benefits of any and all corporate approvals as may have already been taken by the Amalgamating Company, whether being in the nature of compliances or otherwise, shall under the provisions of Sections 391 to 394 of the Act and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred and vested in the Amalgamated Company as a part of the transfer of the Undertaking as a going concern, and the said corporate approvals and compliances shall be deemed to have originally been taken / complied with by the Amalgamated Company.

(vi) Transfer of Liabilities - all the Liabilities, whether or not provided in the books of the Amalgamating Company, shall, under the provisions of Sections 391 to 394 of the Act and other provisions of applicable law, if any, without any further act, instrument, deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Amalgamated Company as a part of the transfer of the Undertaking as a going concern and the same shall be assumed by the Amalgamated Company, to the extent they are outstanding on the Effective Date and shall become as and from the Appointed Date the Liabilities of the Amalgamated Company on the same terms and conditions as were applicable to the Amalgamating Company, and the Amalgamated Company shall meet, discharge and satisfy the same.

(vii) Encumbrances - all Encumbrances, if any, existing prior to the Effective Date over the assets of the Amalgamating Company which secure or relate to the Liabilities shall, without any further act, instrument, deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, continue to relate and attach to such assets or any part thereof to which they were related or attached prior to the Effective Date and are transferred to the Amalgamated Company. It being clarified that the aforesaid Encumbrances shall not be extended to any assets of the Amalgamating Company which were earlier not Encumbered or the other assets of the Amalgamated Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

(viii) Employees and Directors - all Employees, if any, of the Amalgamating Company shall, under the provisions of Sections 391 to 394 of the Act and other provisions of applicable law, if any, without any further act, instrument, deed, cost or charge and without any notice or other intimation to any third party for their transfer, become the employees of the Amalgamated Company. The Amalgamating Company does not have any provident fund, gratuity fund, superannuation fund, trusts, retirement fund or benefits or any other funds for the benefit of the Employees. The Amalgamated Company shall extend its own funds to the Employees and take necessary steps in this regard. The terms and conditions of employment by the Amalgamated Company shall not be less favourable than those on which they are engaged by the Amalgamating Company and their employment will be without any interruption of or break in service as a result of the amalgamation of the Amalgamating Company with the Amalgamated Company. For the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such Employees with the Amalgamating Company and such benefits to which the Employees are entitled in the Amalgamating Company shall also be taken into account, and paid (as and when payable) by the Amalgamated Company. Upon the coming into effect of the Scheme, the directors of the Amalgamating Company will not be entitled to any directorships in the Amalgamated Company by virtue of the provisions of the Scheme. It is clarified that the Scheme will not affect any directorship of a person who is already a director in the Amalgamated Company as on the Effective Date.

(ix) Legal, Taxation and other Proceedings - all proceedings of whatsoever nature (legal and others, including any suits, appeals, arbitrations, execution proceedings, revisions, writ petitions, if any) by or against the Amalgamating Company shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking or anything contained in the Scheme but the said proceedings, shall, till the Effective Date be continued, prosecuted and enforced by or against the Amalgamating Company, as if the Scheme had not been made. Upon the coming into effect of the Scheme, all suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal) by or against the Amalgamating Company, whether pending and/or arising on or before the Effective Date shall be continued and/or enforced by or against the Amalgamated Company as effectually and in the same manner and to the same extent as if the same had been instituted and/or pending and/or arising by or against the Amalgamated Company.

(e) Part II of the Scheme also provides for the conduct of the business of the Amalgamating Company and in this regard, with effect from the Appointed Date and up to and including the Effective Date:

(i) the Amalgamating Company shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of the entire Undertaking for and on account of, and in trust for, the Amalgamated Company;

(ii) all profits and income accruing or arising to the Amalgamating Company, and losses and expenditure arising or incurred by it for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure, as the case may be, of the Amalgamated Company;

(iii) any of the rights, powers, authorities or privileges exercised by the Amalgamating Company shall be deemed to have been exercised by the Amalgamating Company for and on behalf of, and in trust for and as an agent of the Amalgamated Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Amalgamating Company shall be deemed to have been undertaken for and on behalf of and as an agent of the Amalgamated Company;

(iv) all taxes, where applicable, (including but not limited to advance income tax, tax deducted at source, taxes withheld/ paid in a foreign country, indirect taxes, tax refunds) payable by or refundable to the Amalgamating Company, including all or any tax refunds or tax liabilities or tax claims arising from pending tax proceedings, under any law, on or before the Effective Date, shall be treated as or deemed to be treated as the tax liability or tax refunds/ tax claims (whether or not recorded in the books of the Amalgamating Company) as the case may be, of the Amalgamated Company, and any advance income tax, unabsorbed tax losses and depreciation, etc., as would have been available to the Amalgamating Company on or before the Effective Date, shall be available to the Amalgamated Company upon the Scheme coming into effect; and

(v) the Amalgamating Company shall not without the concurrence of the Amalgamated Company alienate, charge or otherwise deal with any of its assets, except in the ordinary course of business.

(f) Part II of the Scheme also states that in consideration of the amalgamation of the Amalgamating Company into the Amalgamated Company in accordance with the provisions of the Scheme, the issue and allotment of equity shares by the Amalgamated Company to the shareholders of the Amalgamating Company as provided in the Scheme shall be as follows:

(i) The Amalgamated Company shall, without any further application, act, instrument or deed, issue and allot to each member of the Amalgamating Company (other than (i) the Amalgamated Company; and (ii) Mr. Dinesh Kothari since he is only entitled to fractional share), whose name is registered in the register of members of the Amalgamating Company on the Record Date or his/her/its legal heirs, executors or successors as the case may be, for every 74 (Seventy Four) equity shares of the face value of ₹ 10 (Rupees Ten Only) each (credited as fully paid-up) held by such member or his/her/its respective legal heirs, executors or successors in the Amalgamating Company, 10 (Ten) equity shares of the face value of ₹ 2 (Rupees Two Only) each (credited as fully paid up) of the Amalgamated Company. The ratio in which equity shares of the Amalgamated Company are to be issued and allotted to the members of the Amalgamating Company as set out above is herein referred to as the **"Share Exchange Ratio"**. It is hereby clarified that the conversion of any global depository receipts, exercise of any stock option, tradable warrant or allotment of rights shares shall not require any adjustments to the Share Exchange Ratio. It is further clarified that (I) the Amalgamated Company shall not be issued any shares in exchange for any shares held by it in the Amalgamating Company on the Record Date; and (II) since Mr. Dinesh Kothari is only entitled to fractional share for the share held by him in the Amalgamating Company on the Record Date, he shall not be issued any share for such share held in the Amalgamating Company on the Record Date.

(ii) In case any member's holding in the Amalgamating Company is such that the member becomes entitled to a fraction of an equity share of the Amalgamated Company, the Amalgamated Company shall not issue fractional share certificates to such member and such fractional holding shall stand cancelled.

(iii) The authorised share capital of the Amalgamated Company shall automatically stand increased, without any further act, instrument or deed on the part of the Amalgamated Company including payment of stamp duty and fees payable to Registrar of Companies, by the authorized share capital of the Amalgamating Company.

(iv) The capital clause of the Memorandum of Association of the Amalgamated Company shall, without any further act or deed, be replaced.

(g) Part III of the Scheme envisages reduction of capital of the Amalgamated Company and provides that:

Post allotment of shares by the Amalgamated Company in terms of Clause 18(a) of the Scheme, the existing shareholding of the Amalgamating Company in the Amalgamated Company shall be cancelled without any further act or deed, in accordance with provisions of Sections 100 to 103 of the Act and the order of the High Courts sanctioning the Scheme shall be deemed to be also the order under Section 102 of the Act for the purpose of confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid- up share capital, and the provisions of Section 101 of the Act will not be applicable. Notwithstanding the reduction in the equity share capital of the Amalgamated Company, the Amalgamated Company shall not be required to add "And Reduced" as suffix to its name and the Amalgamated Company shall carry on its old name.

(h) Part IV of the Scheme envisages the dissolution of the Amalgamating Company and provides that:

Upon the coming into effect of the Scheme, the entire share capital of the Amalgamating Company shall, without any further act, deed or instrument, stand cancelled and the share certificates representing such shares shall, without any further act, deed or instrument, be deemed to be automatically cancelled, extinguished and of no effect and the Amalgamating Company shall, without any further act, instrument or deed, stand dissolved without winding-up.

(i) Part V of the Scheme provides for the accounting treatment in the books of the Amalgamated Company as follows:

(i) The Amalgamated Company shall record the assets (including intangible assets, if any, whether or not recorded in the books of Amalgamating Company) and liabilities of the Amalgamating Company vested in it pursuant to the Scheme at their respective fair values as per purchase method in accordance with Accounting Standard - 14 notified under the Companies Accounting Standards Rules, 2006, as amended. Equity shares of the Amalgamated Company held by Amalgamating Company shall not be recorded by the Amalgamated Company as assets and shall be cancelled pursuant to Clause 19 of the Scheme.

(ii) The Amalgamated Company shall record issuance of shares at fair value and accordingly credit to its Share Capital Account the aggregate face value of the Equity Shares issued on Amalgamation. The excess, if any, of the fair value of the equity shares over the face value of the shares issued shall be credited to Securities Premium Reserve. The Securities Premium Reserve so credited shall be available for issuance of bonus shares.

(iii) Investment in the share capital of the Amalgamating Company held by the Amalgamated Company shall stand cancelled.

(iv) To the extent that there are inter-company loans, advances, deposits, balances, unpaid dividend or other obligations as between the Amalgamating Company and the Amalgamated Company, the obligation in respect thereof will come to an end and corresponding effect shall be given in the books of account and records of the Amalgamated Company as well as Amalgamating Company for the reduction of any assets or liabilities as the case may be and there would be no accrual of interest or any other charges in respect of such inter-company loans, deposits or balances, with effect from the Appointed Date.

(v) Excess, if any, of the consideration, viz., fair value of new shares issued and cost of shares in Amalgamating Company cancelled, over the fair value of Net Assets (including identifiable intangible assets, if any) taken over and recorded and the face value of Amalgamated Company shares cancelled will be recognized as Goodwill in accordance with AS 14. In the event the result is negative, it shall be credited as Capital Reserve in the books of account of the Amalgamated Company which shall be available for issuance of bonus shares. However, recognition for such intangible assets will be restricted to an amount that does not create or increase any Capital Reserve arising at the date of the amalgamation. Fair value of new shares issued to the shareholder of Amalgamating Company, shall be allocated to assets (including intangible assets, if any, whether or not recorded by Amalgamating Company) and liabilities taken over and recorded by Amalgamated Company on the basis of their fair values as on the Appointed Date based on the valuation undertaken by Independent Valuer.

(vi) The Board of Directors may adopt any other accounting treatment for the amalgamation which is in accordance with Accounting Standards notified under the Companies Accounting Standards Rules, 2006, as amended.

(j) Part V of the Scheme sets out other terms and conditions in relation to the Scheme.

(i) The Scheme is conditional upon and subject to:

(A) the Scheme being approved by the requisite majority of the members and/or creditors of the Amalgamating Company as required under the Act and the requisite orders of the High Courts, or dispensation having been received from the High Courts in relation to obtaining such consent from the members and/or creditors;

(B) the Scheme being approved by the requisite majority of the members and/or creditors of the Amalgamated Company as required under the Act, and the requisite orders of the High Courts, or dispensation having been received from the High Courts in relation to obtaining such consent from the creditors;

(C) the Scheme being approved by the majority of public shareholders (members) of the Amalgamated Company (by way of voting through postal ballot and e-voting) as required under the SEBI Circular, i.e. the votes cast by public shareholders in favour of the resolution are more than the number of votes cast by public shareholders against it;

(D) receipt of in-principle listing approval from the Stock Exchanges for equity shares of the Amalgamated Company issued in terms of the Scheme;

(E) receipt of approval from the Foreign Investment Promotion Board for the Amalgamated Company to acquire shares of the Amalgamating Company (if required);

(F) receipt of such other approvals and sanctions and approvals including sanction of any Governmental Authority, lessor or contracting party as may be required by law or contract in respect of the Scheme;

(G) the High Courts having accorded sanction to the Scheme and if any modifications have been prescribed the same being acceptable to both the Amalgamating Company and the Amalgamated Company; and

(H) the certified copies of the court orders referred to in the Scheme being filed with the Registrar of Companies, Gujarat and the Registrar of Companies, New Delhi.

(ii) The Amalgamated Company (through its Board of Directors) and the Amalgamating Company (through its Board of Directors) may waive compliance of any conditions precedent to the effectiveness of the Scheme (as set out in Clause 23), as are capable of being waived, only if, and to the extent, required by the other Party. Any such waiver shall be binding on the Parties.

(iii) In case any of the conditions in the Scheme are not satisfied or waived, then the Amalgamating Company and/or the Amalgamated Company shall be at liberty to withdraw the Scheme.

(k) Part V of the Scheme also sets out that in the event that the Scheme fails to take effect within such period or periods as may be decided by the Amalgamating Company and the Amalgamated Company, the Scheme shall stand revoked, cancelled and be of no effect and become null and void, and in that event, no rights and liabilities shall accrue to or be incurred inter se between the parties or their members or creditors or employees or any other person. In such case, each of the Amalgamating Company and the Amalgamated Company shall bear its own costs and expenses or as may be otherwise mutually agreed.

21. **The equity shareholders are requested to read the entire text of the Scheme, annexed to this Notice, to get better acquainted with the provisions thereof. As stated above, the aforesaid are only salient features thereof.**

22. The Scheme is not prejudicial to the interests of the members or secured and unsecured creditors of the Applicant Company.

23. Pursuant to the Scheme, the equity shares of the Applicant Company that are proposed to be issued to the shareholders of the Transferor Company in the prescribed Share Exchange Ratio are to be listed on the same stock exchanges on which the equity shares of the Applicant Company are listed, i.e. the BSE and the NSE.

24. The Applicant Company had *vide* its letters, both dated 1st August, 2013, applied to the Stock Exchanges for their no objection to the Applicant to file Scheme with the Hon'ble High Court for sanction. *Vide* its letter dated 5th August, 2013, NSE forwarded the said letter with the draft Scheme to the Securities Exchange Board of India (**"SEBI"**) for its approval and/or comments. The SEBI vide its letter dated 8th August, 2013 addressed to the NSE, raised certain issues on the draft Scheme. Thereafter certain correspondences were exchanged between the NSE, the BSE and the Applicant Company. Finally, the Stock Exchanges vide their letters, both dated 17th September, 2013 gave their No Objection / approval to the Applicant Company to file the Scheme with the Hon'ble High Court for sanction. A copy of the observation letters issued by each of the Stock Exchanges is enclosed and should be read in their entirety for information regarding the conditions imposed by the Stock Exchanges.

25. As required by the circular number CIR/CFD/DIL/5/2013 dated February 4, 2013 read with circular number CIR/CFD/DIL/8/2013 dated May 21, 2013, both issued by the Securities and Exchange Board of India (**"SEBI Circular"**), the Applicant Company has filed the Complaints Report (indicating NIL complaints) with the Stock Exchanges on August 23, 2013. A copy of the Complaints Report is enclosed. After filing of the Complaints Report, the Applicant Company has received 10 complaints and the Applicant Company has responded to each of the aforementioned complaints.

26. There are no winding up proceedings pending against the Applicant Company as of date.

27. The Transferor Company is also in the process of filing an Application under Section 391 of the Act before the Hon'ble Delhi High Court having jurisdiction for seeking directions in relation to dispensation of meeting of its equity shareholders to seek their approval to the Scheme.

28. The details of the present directors of the Applicant Company are as follows:

S.No.	Name	Date of Birth and Age	Position
1.	Mr. Narotam S. Sekhsaria	21.09.1949; 64 yrs	Chairman
2.	Mr. Paul Hugentobler	14.02.1949; 64 yrs	Vice Chairman
3.	Mr. Bernard Fontana	11.03.1961; 52 yrs	Director
4.	Mr. Nasser Munjee	18.11.1952; 61 yrs	Director
5.	Mr. Rajendra Chitale	10.04.1961; 52 yrs	Director
6.	Mr. Shailesh Haribhakti	12.03.1956; 57 yrs	Director
7.	Dr. Omkar Goswami	29.08.1956; 57 yrs	Director
8.	Mr. Haigreve Khaitan	13.07.1970; 43 yrs	Director
9.	Mr. B.L. Taparia	05.07.1950; 63 yrs	Director
10.	Mr. Ajay Kapur	11.11.1965; 48 yrs	Dy. Managing Director & CEO
11.	Mr. Onne van der Weijde	09.01.1964; 49 yrs	Managing Director

29. None of the Directors and the Key Managerial Personnel (as defined under Companies Act, 2013) and their Relatives have any interest in the Scheme of Amalgamation between the Applicant Company and Transferor Company except as shareholders in general of the respective companies, the extent of which is as stated below:

Sr. No.	Names	Shareholding in Company	Shareholding in Transferor Company	Shareholding in HIL	Shareholding in Holcim Ltd.
1.	Mr. N.S.Sekhsaria, Chairman	1,000	Nil	Nil	Nil
	Relatives of Mr. N.S. Sekhsaria	Nil	Nil	Nil	Nil
2.	Mr. Paul Hugentobler, Vice Chairman	Nil	Nil	Nil	41,843
	Relatives of Mr. Paul Hugentobler	Nil	Nil	Nil	Nil
3.	Mr. Bernard Fontana, Director	Nil	Nil	Nil	5,489
	Relatives of Mr. Bernard Fontana	Nil	Nil	Nil	Nil
4.	Mr. Nasser Munjee, Director	Nil	Nil	Nil	Nil
	Relatives of Mr. Nasser Munjee	Nil	Nil	Nil	Nil
5.	Mr. Rajendra P. Chitale, Director	Nil	Nil	Nil	Nil
	Relatives of Mr. Rajendra P. Chitale	Nil	Nil	Nil	Nil
6.	Mr. Shailesh Haribhakti, Director	Nil	Nil	Nil	Nil
	Relatives of Mr. Shailesh Haribhakti	Nil	Nil	Nil	Nil
7.	Dr. Omkar Goswami, Director	Nil	Nil	Nil	Nil
	Relatives of Dr. Omkar Goswami	Nil	Nil	Nil	Nil

Sr. No.	Names	Shareholding in Company	Shareholding in Transferor Company	Shareholding in HIL	Shareholding in Holcim Ltd.
8.	Mr. Haigreve Khaitan, Director Relatives of Mr. Haigreve Khaitan	Nil Nil	Nil Nil	Nil Nil	Nil Nil
9.	Mr. B.L. Taparia, Director Relatives of Mr. B.L. Taparia	4,42,250 Nil	Nil Nil	Nil Nil	1,015 Nil
10.	Mr. Ajay Kapur, Dy. Managing Director &CEO Relatives of Mr. Ajay Kapur	1,85,500 15,60,600	Nil Nil	Nil Nil	859 183
11.	Mr. Onne van der Weijde, Managing Director Relatives of Mr. Onne van der Weijde	Nil Nil	Nil Nil	Nil Nil	3,178 Nil
12.	Mr. Sanjeev Churiwala, CFO Relatives of Mr. Sanjeev Churiwala	50 Nil	Nil Nil	Nil Nil	601 Nil
13.	Mr. Rajiv Gandhi, Company Secretary Relatives of Mr. Rajiv Gandhi	2,000 Nil	Nil Nil	Nil Nil	Nil Nil

30. The pre and post restructuring share capital structure of the Applicant Company is as provided at Annexure I.

31. An equity shareholder entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him. Such proxy need not be a member 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.

32. Corporate members 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.

33. The following documents will be open for inspection by the equity shareholders of the Applicant Company up to 1 (One) day prior to the date of the meeting at the Registered Office of the Applicant Company between [10.00 a.m.] and [6.00 p.m]. on any working day except Saturdays and Sundays:

(a) Papers and proceedings in Company Application No. 271 of 2013 including certified copy of the Order of the Hon'ble High Court of Gujarat at Ahmedabad in the said Company Application directing the convening and holding of the meeting of the equity shareholders of the Applicant Company.

(b) Proposed Scheme.

(c) Memorandum and Articles of Association of the Applicant Company and Transferor Company.

(d) Annual report of the Applicant Company and Transferor Company for the year ended December 2012.

(e) Unaudited Statement of Accounts of the Applicant Company as on June 30, 2013.

(f) Audited financial statement of the Transferor Company for the quarter ending March 31, 2013

(g) Unaudited financial statement of Accounts of the Transferor Company for the quarter ending June 30, 2013.

(h) Copy of the Joint Valuation Report dated July 22, 2013 issued by M/s. BSR and Associates and Price Waterhouse & Co., Chartered Accountants.

(i) Copy of the Fairness Opinion dated July 22, 2013 issued by Axis Capital Limited.

(j) Copy of the Complaints Report dated August 23, 2013.

(k) Copy of the Observation letters dated September 17, 2013 issued by the NSE and BSE.

This statement may be treated as the statement under Section 393 of the Act. A copy of the Scheme, the joint valuation report by BSR and Associates and Price Waterhouse & Co., fairness opinion by Axis Capital Limited, the observation letters issued by the NSE and BSE, the complaints report and this statement may also be obtained free of cost from the registered office of the Applicant Company during ordinary business hours on any working day (except Saturdays and Sundays) upto 1 (One) day prior to the date of the meeting.

Dated this 23rd day of October, 2013

Sd/-
[Onne van der Weijde]
Chairman appointed for the meeting

Registered Office:
Ambuja Cements Limited,
P.O. Ambujanagar, Taluka Kodinar,
Gir Somnath - 362 715, Gujarat

Annexure I

Pre Amalgamation Shareholding of the Company (as of 30th June, 2013)

Category Code	Category of Shareholders	Number of Shareholders	Total No. of shares	Number of shares held in demated form	Total shareholding as a percentage of total number of shares As a percentage of	
					(A+B)	(A+B+C)
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)
(A)	**Shareholding of Promoter and Promoter Group**					
(1)	**Indian**					
(a)	Individuals/H.U.F	0	0	0	0.00	0.00
(b)	Central/State Government(s)	0	0	0	0.00	0.00
(c)	Bodies Corporate	0	0	0	0.00	0.00
(d)	Financial Institutions/Banks	0	0	0	0.00	0.00
(e)	Any Other (specify)	0	0	0	0.00	0.00
	Sub-Total (A)(1)	**0**	**0**	**0**	**0.00**	**0.00**
(2)	**Foreign**					
(a)	Non Resident Individuals/Foreign Nationals	0	**0**	**0**	0.00	0.00
(b)	Bodies Corporate	2	780308553	780308553	51.71	50.55
(c)	Institutions	0	0	0	0.00	0.00
(d)	Qualified Foreign Investor	0	0	0	0.00	0.00
(e)	Any Other (specify)	0	0	0	0.00	0.00
	Sub_Total (A)(2)	2	**780308553**	**780308553**	**51.71**	**50.55**
	Total holding of Promoter and Promoter Group (A)=(A)(1)+(A)(2)	2	**780308553**	**780308553**	**51.71**	**50.55**
(B)	**Public Shareholding**					
(1)	**Institutions**					
(a)	Mutual Fund/UTI	100	15249287	15151142	1.01	0.99
(b)	Financial Institutions/Banks	49	3820623	3794366	0.25	0.25
(c)	Central/State Government(s)	0	0	0	0.00	0.00
(d)	Venture Capital Funds	0	0	0	0.00	0.00
(e)	Insurance Companies	99	138890429	138880679	9.21	9.00
(f)	Foreign Institutional Investors	376	443237758	443173483	29.38	28.71
(g)	Foreign Venture Capital Investor	0	0	0	0.00	0.00
(h)	Qualified Foreign Investor	0	0	0	0.00	0.00
	Sub-Total (B)(1)	**624**	**601198097**	**600999670**	**39.85**	**38.95**
(2)	**Non Institutions**					
(a)	Bodies Corporate	1989	6396516	5842754	0.42	0.41
(b)	Individuals					
	i) Holding nominal share capital upto ₹ 1 lakh	180061	95281322	77718052	6.31	6.17
	ii) Holding nominal share capital in excess of ₹ 1 lakh	71	9838868	9513158	0.65	0.64
(c)	Qualified Foreign Investor	0	0	0	0.00	0.00
(d)	Any Other (specify)					
(d-i)	NRI (Non-Rep)	2514	1974238	1709148	0.14	0.13
(d-ii)	NRI (Rep)	2836	13161290	6441037	0.87	0.85
(d-iii)	Foreign National	3	64883	64883	0.00	0.00
(d-iv)	OCB	3	12870	3750	0.00	0.00
(d-v)	Trust	28	699168	699168	0.05	0.04
	Sub-Total (B)(2)	**187505**	**127429155**	**101991950**	**8.44**	**8.24**
	Total Public shareholding (B)=(B)(1)+(B)(2)	188129	728627252	702991620	48.29	47.19
	TOTAL (A)+(B)	**188131**	**1508935805**	**1483300173**	**100.00**	**97.74**

Category Code	Category of Shareholders	Number of Shareholders	Total No. of shares	Number of shares held in demated form	Total shareholding as a percentage of total number of shares As a percentage of	
					(A+B)	(A+B+C)
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)
(C)	**Shares held by Custodians and against which Depository Receipts have been issued**					
1	Promoter and Promoter Group	0	0	0	0.00	0.00
2	Public	6	34827481	34815481	0.00	2.26
	GRAND TOTAL					
	(A)+(B)+(C)	**188137**	**1543763286**	**1518115654**	**100.00**	**100.00**

Note: None of the Shares belonging to the Promoter and Promoter Group category are under pledge.

Post Amalgamation Shareholding of the Company (please refer note below)

Category Code	Category of Shareholders	Number of Shareholders	Total No. of shares	Number of shares held in demated form	Total shareholding as a percentage of total number of shares As a percentage of	
					(A+B)	(A+B+C)
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)
(A)	**Shareholding of Promoter and Promoter Group**					
(1)	**Indian**					
(a)	Individuals/H.U.F	0	0	0	0.00	0.00
(b)	Central/State Government(s)	0	0	0	0.00	0.00
(c)	Bodies Corporate	0	0	0	0.00	0.00
(d)	Financial Institutions/Banks	0	0	0	0.00	0.00
(e)	Any Other (specify)	0	0	0	0.00	0.00
	Sub-Total (A)(1)	**0**	**0**	**0**	**0.00**	**0.00**
(2)	**Foreign**					
(a)	Non Resident Individuals/ Foreign Nationals	0	0	0	0.00	0.00
(b)	Bodies Corporate	1	1214056361	1214056361	62.21	61.12
(c)	Institutions	0	0	0	0.00	0.00
(d)	Qualified Foreign Investor	0	0	0	0.00	0.00
(e)	Any Other (specify)	0	0	0	0.00	0.00
	Sub-Total (A)(2)	**1**	**1214056361**	**1214056361**	**62.21**	**61.12**
	Total holding of Promoter and Promoter Group (A)=(A)(1)+(A)(2)	1	1214056361	1214056361	62.21	61.12
(B)	**Public Shareholding**					
(1)	**Institutions**					
(a)	Mutual Fund/UTI	100	15249287	15151142	0.78	0.77
(b)	Financial Institutions/Banks	49	3820623	3794366	0.20	0.19
(c)	Central/State Government(s)	0	0	0	0.00	0.00
(d)	Venture Capital Funds	0	0	0	0.00	0.00
(e)	Insurance Companies	99	138890429	138880679	7.12	6.99
(f)	Foreign Institutional Investors	376	443237758	443173483	22.71	22.31
(g)	Foreign Venture Capital Investor	0	0	0	0.00	0.00
(h)	Qualified Foreign Investor	0	0	0	0.00	0.00
	Sub-Total (B)(1)	**624**	**601198097**	**600999670**	**30.81**	**30.27**

Category Code	Category of Shareholders	Number of Shareholders	Total No. of shares	Number of shares held in demated form	Total shareholding as a percentage of total number of shares As a percentage of	
					(A+B)	(A+B+C)
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)
(2)	**Non Institutions**					
(a)	Bodies Corporate	1989	6396516	5842754	0.33	0.32
(b)	Individuals					
	i) Holding nominal share capital upto ₹ 1 lakh	180061	104178267	77718052	5.34	5.24
	ii) Holding nominal share capital in excess of ₹ 1 lakh	71	9838868	9513158	0.50	0.50
(c)	Qualified Foreign Investor	0	0	0	0.00	0.00
(d)	Any Other (specify)	0	0	0	0.00	0.00
(d-i)	NRI (Non-Rep)	2514	1974238	1709148	0.10	0.10
(d-ii)	NRI (Rep)	2836	13161290	6441037	0.67	0.66
(d-iii)	Foreign National	3	64883	64883	0.00	0.00
(d-iv)	OCB	3	12870	3750	0.00	0.00
(d-v)	Trust	28	699168	699168	0.04	0.04
	Sub-Total (B)(2)	**187505**	**136326100**	**101991950**	**6.99**	**6.86**
	Total Public shareholding (B)=(B)(1)+(B)(2)	**188129**	**737524197**	**702991620**	**37.79**	**37.13**
	TOTAL (A)+(B)	**188130**	**1951580558**	**1917047981**	**100.00**	**98.25**
(C)	**Shares held by Custodians and against which Depository Receipts have been issued**					
1	Promoter and Promoter Group	0	0	0	0.00	0.00
2	Public	6	34827481	34815481	0.00	1.75
	GRAND TOTAL (A)+(B)+(C)	**188136**	**1986408039**	**1951863462**	**100.00**	**100.00**

Note: The Post Amalgamation Shareholding Pattern of the Company has been worked out assuming that:

(a) All the un-exercised stock options as on 30th June, 2013 exercisable into 85,74,425 Equity Shares of ₹ 2 each fully paid up are exercised;

(b) All tradable warrants kept in abeyance as on 30th June, 2013 exercisable into 1,86,690 Equity Shares of ₹ 2 each fully paid up are allotted; and

(c) All the rights shares kept in abeyance as on 30th June, 2013 exercisable into 1,39,830 Equity Shares of ₹ 2 each fully paid up are allotted.

SCHEME OF AMALGAMATION

UNDER SECTIONS 391 TO 394 READ WITH SECTION 100 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 1956

AMONGST

HOLCIM (INDIA) PRIVATE LIMITED ... Transferor / Amalgamating Company

AND

AMBUJA CEMENTS LIMITED ... Transferee / Amalgamated Company

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PART I – GENERAL

A. The Amalgamating Company is a private company limited by shares incorporated in the year 2002 under the Act *(as hereinafter defined)*, having its registered office at Suite 304, Third Floor, DLF South Court, Plot A-1 Saket District Centre, Saket, Delhi – 110017. The Amalgamating Company was originally incorporated in the year 2002 under the name 'Holdcem Cements Private Limited' and its name was changed to 'Holcim (India) Private Limited' in the year 2005. The equity shares of the Amalgamating Company are not listed on any stock exchange in India. HIL *(as hereinafter defined)* and Mr. Dinesh Kothari are the only members of the Amalgamating Company. HIL holds 5,69,03,85,094 (Five Hundred and Sixty Nine Crores Three Lakhs Eighty Five Thousand and Ninety Four) equity shares of the Amalgamating Company of the face value of ₹ 10/- (Rupees Ten Only) each. The remaining 1 (One) equity share of the Amalgamating Company of the face value of ₹ 10/- (Rupees Ten Only) is held by Mr. Dinesh Kothari with the beneficial owner being HIL.

B. The Amalgamating Company is primarily engaged in the cement business, through its downstream investments in cement manufacturing ventures in India.

C. As on the date of filing of this Scheme *(as hereinafter defined)*, the Amalgamating Company holds 9.76% (Nine Point Seven Six Percent) of the total issued and paid-up equity share capital of the Amalgamated Company.

D. The Amalgamated Company is a public company limited by shares incorporated in the year 1981 under the Act, having its registered office at P. O. Ambujanagar, Taluka Kodinar, Gir Somnath, Gujarat – 362715. The Amalgamated Company was originally incorporated in the year 1981 under the name 'Ambuja Cements Private Limited' as a private limited company. The Amalgamated Company changed its name to 'Ambuja Cements Limited' in 1983, thereafter to 'Gujarat Ambuja Cements Limited' in 1983 and finally to 'Ambuja Cements Limited' in 2007. The equity shares of the Amalgamated Company are listed on the National Stock Exchange of India Limited ("**NSE**") and the BSE Limited ("**BSE**") (collectively, the "**Stock Exchanges**"). The global depository receipts issued by the Amalgamated Company are listed on the Euro MTF Platform of the Luxembourg Stock Exchange.

E. The Amalgamated Company is engaged in the business of manufacturing and marketing of cement and clinker for domestic and export markets.

F. The rationale for the Amalgamating Company proposing the proposed amalgamation is that it will allow the shareholder of the Amalgamating Company to streamline its holding in India and benefit from the operational and other synergies between its group companies in India.

G. The rationale for the Amalgamated Company proposing the proposed amalgamation is set out below:

(i) the Amalgamating Company currently holds 50.01% (Fifty Point Zero One Percent) equity shares in ACC *(as hereinafter defined)* which consequent upon the proposed amalgamation will vest with the Amalgamated Company. ACC is amongst the leading cement companies in India;

(ii) The proposed Amalgamation will enable the Amalgamated Company to explore the opportunities of synergizing its several functions with ACC;

(iii) The Amalgamated Company will immensely benefit by way of sharing of best practices, coordination in several back end processes such as supply chain and logistic alignment, benefit from increased scale of operations, saving in fixed costs etc.;

(iv) This will thus enable the Amalgamated Company to realize huge potential savings and improve its revenue and margins. Further, the size of the profits and net worth of the consolidated business of the Amalgamated Company is likely to increase from the current levels consequent upon the proposed amalgamation; and

(v) The proposed amalgamation is likely to enhance significantly the values and synergies for both Amalgamated Company as well as ACC and for all the stakeholders.

H. Consequently, the Board of Directors *(as hereinafter defined)* of the Amalgamating Company and the Board of Directors of the Amalgamated Company have considered and proposed the amalgamation of the Amalgamating Company with the Amalgamated Company.

I. This Scheme provides for the amalgamation of the Amalgamating Company with the Amalgamated Company and cancellation of equity shares of the Amalgamated Company held by the Amalgamating Company and issuance of equity shares of the Amalgamated Company to shareholders of the Amalgamating Company in accordance with the Share Exchange Ratio, per the terms of this Scheme and pursuant to Sections 391 to 394, Section 100 and other relevant provisions of the Act, and various other matters consequential to or otherwise integrally connected with the above in the manner provided for in the Scheme.

J. This Scheme has been drawn up to comply with the conditions relating to "amalgamation" as defined and specified under Section 2(1B) of the Income Tax Act *(as hereinafter defined)*. If any terms or provisions or parts of this Scheme is/are inconsistent with the provisions of Section 2(1B) of the Income Tax Act, the provisions of Section 2(1B) of the Income Tax Act shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(1B) of the Income Tax Act and such modifications shall not affect other parts of the Scheme.

K. The amalgamation of the Amalgamating Company with the Amalgamated Company pursuant to this Scheme shall take place with effect from the Appointed Date *(as hereinafter defined)*.

L. The Stock Exchanges have issued an observation letter as contemplated under the SEBI Circular *(as hereinafter defined)*, indicating their 'no-objection' and including the comments received by them from the Securities and Exchange Board of India. The observation letters are provided as **Annexure I**.

M. This Scheme is divided into the following parts:

(i) **Part I**, which deals with the introduction and definitions, and sets out the share capital of the Amalgamating Company and the Amalgamated Company;

(ii) **Part II**, which deals with the amalgamation of the Amalgamating Company with the Amalgamated Company;

(iii) **Part III**, which deals with the cancellation of equity shares of the Amalgamated Company held by the Amalgamating Company and consequent reduction of capital of the Amalgamated Company;

(iv) **Part IV**, which deals with the dissolution of the Amalgamating Company; and

(v) **Part V**, which deals with the general terms and conditions applicable to this Scheme.

1. DEFINITIONS AND INTERPRETATION

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

"**ACC**" means ACC Limited, a public company limited by shares incorporated in India under the Act and having its registered office at Cement House, 121, Maharshi Karve Road, Mumbai – 400 020, India;

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

"**Amalgamated Company / Transferee Company**" means Ambuja Cements Limited;

"**Amalgamating Company / Transferor Company**" means Holcim (India) Private Limited;

"**Appointed Date**" means the opening of business on April 1, 2013, or such other date as may be determined by the Boards of Directors of the Amalgamating Company and the Amalgamated Company and is the date with effect from which this Scheme shall, upon being sanctioned by the High Courts, be operative;

"**Audit Committee**" means the audit committee of the Amalgamated Company, as constituted from time to time;

"**Board of Directors**" or "**Board**" in relation to each of the Amalgamating Company and the Amalgamated Company, as the case may be, means the board of directors of such company;

"**BSE**" has the meaning ascribed to it in paragraph D of **PART I** hereof;

"**Complaints Report**" means the report prepared in accordance with the SEBI Circular, setting out the complaints received in relation to the Scheme and the status of the same;

"**Effective Date**" means such date as the Amalgamating Company and the Amalgamated Company mutually agree being a date on the last of the dates or post the last of the dates on which all the conditions and matters referred to in sub-Clause 23(a) of the Scheme occur or have been fulfilled or waived in accordance with this Scheme. References in this Scheme to date of 'coming into effect of the Scheme' or 'effectiveness of the Scheme' shall mean the Effective Date;

"**Employees**" means all the permanent employees of the Amalgamating Company as on the Effective Date;

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

"**Governmental Authority**" means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau, instrumentality, judicial or arbitral body, statutory body or stock exchange, including but not limited to the Reserve Bank of India, the Securities and Exchange Board of India and the Foreign Investment Promotion Board, or any other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law;

"**High Courts**" means the High Court of Judicature at New Delhi having jurisdiction in relation to the Amalgamating Company and the High Court of Gujarat having jurisdiction in relation to the Amalgamated Company and shall include the National Company Law Tribunal, as applicable or such other forum or authority as may be vested with any of the powers of a High Court under the Act;

"**HIL**" means Holderind Investments Ltd., a company incorporated under the laws of Mauritius and having its registered office at Level 3B, 31 Cybercity, Ebene, Mauritius;

"**Income Tax Act**" means the Income Tax Act, 1961, including any statutory modifications, re-enactments or amendments thereof for the time being in force;

"**Liabilities**" means all debts and liabilities, both present and future comprised in the Undertaking, whether or not provided in the books of accounts or disclosed in the balance sheet of the Amalgamating Company, including all secured and unsecured debts, liabilities (including deferred tax liabilities, contingent liabilities), duties and obligations (including under any licenses or permits or schemes of every kind) and undertakings of the Amalgamating Company of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for its business activities and operations along with any charge, Encumbrance;

"**NSE**" has the meaning ascribed to it in paragraph D of **PART I** hereof;

"**Record Date**" means the date to be fixed by the Board of Directors of the Amalgamated Company and the Amalgamating Company for the purpose of determining the equity shareholders (members) of the Amalgamating Company, to whom fully paid up equity shares of the Amalgamated Company will be allotted pursuant to this Scheme;

"**Registrar of Companies**" means the Registrar of Companies, New Delhi and/or the Registrar of Companies, Gujarat, as applicable;

"**Scheme**" means this scheme of amalgamation, pursuant to Sections 391 to 394 read with Section 100 and other applicable provisions, if any, of the Act, in its present form (along with any annexures, schedules, etc, attached hereto), with such modifications and amendments as may be made from time to time, and with appropriate approvals including approvals of the shareholders/ creditors and sanctions from the High Courts and the regulatory authorities as may be required under the Act and under all applicable laws;

"**SEBI Circular**" means the circular number CIR/CFD/DIL/5/2013 dated February 4, 2013 read with circular number CIR/CFD/ DIL/8/2013 dated May 21, 2013 (which provides clarifications with respect to the aforementioned circular), both issued by the Securities and Exchange Board of India;

"**Share Exchange Ratio**" has the meaning ascribed to it in sub-Clause 18(a) hereof;

"**Stock Exchanges**" has the meaning ascribed to it in paragraph D of **PART I** hereof; and

"**Undertaking**" means all the undertakings and entire business of the Amalgamating Company as a going concern, including, without limitation:

(a) all the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature) of the Amalgamating Company, whether or not recorded in the books of accounts of the Amalgamating Company including, without limitation, investments of all kinds (i.e., shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), furniture, fixtures, office equipment, computers, fixed assets, current assets, cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, receivables, advances or deposits paid by or deemed to have been paid by the Amalgamating Company, financial assets, vehicles, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and where-so-ever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Amalgamating Company or in connection with or relating to the Amalgamating Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Amalgamating Company, whether in India or abroad;

(b) all permissions, approvals, consents, subsidies, privileges, income tax benefits and exemptions, indirect tax benefits and exemptions, all other rights, benefits and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Amalgamating Company;

(c) all contracts, agreements, memoranda of understanding, letters of intent, other arrangements, undertakings, deeds, bonds, insurance covers and claims, clearances and other instruments of whatsoever nature and description, if any, whether written, oral or otherwise, to which the Amalgamating Company is a party to, or to the benefit of which the Amalgamating Company may be eligible;

(d) all intellectual property rights of any nature whatsoever, books, records, files, papers, software licenses (whether proprietary or otherwise), and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Amalgamating Company;

(e) all Liabilities, lien or security thereon, whether in Indian rupees or foreign currency and whether or not provided for in the books of account or disclosed in the balance sheet of the Amalgamating Company; and

(f) all Employees engaged by the Amalgamating Company.

1.2 All terms and words used but not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof for the time being in force.

1.3 References to clauses and recitals, unless otherwise provided, are to clauses and recitals of and to this Scheme.

1.4 The headings herein shall not affect the construction of this Scheme.

1.5 The singular shall include the plural and vice versa; and references to one gender include all genders.

1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 References to a person include any individual, firm, body corporate (whether incorporated or not), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality).

1.8 References to any of the terms taxes, duty, levy, cess in the Scheme shall be construed as reference to all of them whether jointly or severally.

1.9 Any reference to any statute or statutory provision shall include:

(a) All subordinate legislations made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated from time to time) and any retrospective amendment; and

(b) Such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the filing of this Scheme) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to the matters contemplated under this Scheme and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as amended, modified, re-enacted or consolidated from time to time) which the provision referred to has directly or indirectly replaced.

2. SHARE CAPITAL

(a) *Amalgamating Company*

- The share capital structure of the Amalgamating Company as on June 30, 2013 is as under:

A.	Authorised Share Capital	Amount in ₹
	7,50,00,00,000 equity shares of ₹ 10 each*	75,00,00,00,000
	Total	**75,00,00,00,000**

**Pursuant to the re-classification approved by the shareholders in the annual general meeting held on April 30, 2013.*

B.	Issued, Subscribed and Paid Up Share Capital	Amount in ₹
	5,69,03,85,095 equity shares of ₹ 10/- each fully paid up	56,90,38,50,950
	Total	**56,90,38,50,950**

- The shareholding pattern of the Amalgamating Company as on June 30, 2013 is as under:

S.No.	Name of Shareholder	Number of Shares	Percentage (%)
1.	HIL	5,69,03,85,094	99.999
2.	Dinesh Kothari	1 (held for the beneficial interest of HIL)	-
	Total	**5,69,03,85,095**	**100**

- The Amalgamating Company, Amalgamated Company and HIL have entered into an agreement pursuant to which the Amalgamated Company will purchase 1,36,56,92,423 (One Hundred and Thirty Six Crores Fifty Six Lakhs Ninety Two Thousand Four Hundred and Twenty Three) shares of the Amalgamating Company from HIL. As on July 31, 2013, there are no other changes in the issued, subscribed and paid-up capital of the Amalgamating Company.

(b) *Amalgamated Company*

- The share capital structure of the Amalgamated Company as on June 30, 2013 is as under:

A.	Authorised Share Capital	Amount in ₹
	2,50,00,00,000 Equity Shares of ₹ 2 each	5,00,00,00,000
	15,00,00,000 Preference Shares of ₹ 10 each	1,50,00,00,000
	Total	**6,50,00,00,000**
B.	**Issued, Subscribed & Paid up Share Capital***	**Amount in ₹**
	1,54,37,63,286 equity shares of ₹ 2 each fully paid up	3,08,75,26,572
	Total	**3,08,75,26,572**

**This includes equity shares underlying 3,48,27,481 Global Depository Receipts of the Amalgamated Company.*

- The promoter shareholding pattern of the Amalgamated Company as on June 30, 2013, is as under:

S.No.	Name of Shareholder	Number of Shares	Percentage (%)
1.	HIL	62,96,38,433	40.79
2.	HIPL	15,06,70,120	9.76
	Total	**78,03,08,553**	**50.55**

- The equity shares of the Amalgamated Company are listed on the NSE and the BSE. The global depository receipts issued by the Amalgamated Company are listed on the Euro MTF Platform of the Luxembourg Stock Exchange.
- As on June 30, 2013, the Amalgamated Company has outstanding (i) stock options exercisable into 85,74,425 (Eighty Five Lakh Seventy Four Thousand Four Hundred and Twenty Five) equity shares of ₹ 2 (Rupees Two Only) each fully paid up; and (ii) tradable warrants kept in abeyance exercisable into 1,86,690 (One Lakh Eighty Six Thousand Six Hundred and Ninety) equity shares of ₹ 2 (Rupees Two Only) each fully paid up; and (iii) rights shares kept in abeyance exercisable into 1,39,830 (One Lakh Thirty Nine Thousand Eight Hundred and Thirty) equity shares of ₹ 2 (Rupees Two Only) each fully paid up.

PART II – AMALGAMATION OF THE AMALGAMATING COMPANY WITH THE AMALGAMATED COMPANY

Section 1 – Transfer

3. Upon the coming into effect of the Scheme and with effect from the Appointed Date, the Undertaking shall, pursuant to the sanction of the Scheme by the High Courts and pursuant to the provisions of Sections 391 to 394, Section 100 and other applicable provisions, if any, of the Act, be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in the Amalgamated Company, as a going concern, in accordance with Section 2(1B) of the Income Tax Act without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date, the undertaking of the Amalgamated Company by virtue of and in the manner provided in this Scheme.

4. Without prejudice to the generality of Clause 3 above, upon the coming into effect of the Scheme and with effect from the Appointed Date,

Transfer of Assets

(a) all the estate, assets (including intangible assets), properties, investments of all kinds (that is, shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), rights, claims, title, interest and authorities including accretions and appurtenances, whether or not provided in the books of accounts, comprised in the Undertaking of whatsoever nature and where-so-ever situate shall, under the provisions of Sections 391 to 394 of the Act and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in the Amalgamated Company and/or be deemed to be transferred to and vested in the Amalgamated Company as a part of the transfer of the Undertaking as a going concern so as to become, as and from the Appointed Date, the estate, assets (including intangible assets), properties, investments of all kinds (that is, shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), rights, claims, title, interest and authorities including accretions and appurtenances of the Amalgamated Company.

(b) such of the assets and properties of the Amalgamating Company as are movable in nature or incorporeal property or are otherwise capable of transfer by delivery or possession, or by endorsement and/or delivery shall, under the provisions of Sections 391 to 394 of the Act and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in the Amalgamated Company and/or be deemed to stand transferred to the Amalgamated Company as a part of the transfer of the Undertaking as a going concern so as to become from the Appointed Date, the assets and properties of the Amalgamated Company.

(c) such of the assets and properties comprised in the Undertaking (other than those referred to in sub-Clause 4(b) above) including investments of all kinds (that is, shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, deposits with any Government, quasi government, local or other authority or body or with any company or other person, the same shall, under the provisions of Sections 391 to 394 of the Act and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in the Amalgamated Company and/or deemed to have been transferred to and vested in the Amalgamated Company as a part of the transfer of the Undertaking as a going concern, so as to become from the Appointed Date, the assets and properties of the Amalgamated Company.

Transfer of Permissions and Approvals

(d) all permissions, approvals, consents, subsidies, privileges, income tax benefits and exemptions, indirect tax benefits and exemptions, all other rights, benefits and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Amalgamating Company enjoyed or conferred upon or held or availed of by the Amalgamating Company and all rights and benefits that have accrued or which may accrue to the Amalgamating Company, whether on, before or after the Appointed Date, if any, shall, under the provisions of Sections 391 to 394 of the Act and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same be and stand transferred to and vest in and/or be deemed to be transferred to and vested in the Amalgamated Company as a part of the transfer of the Undertaking as a going concern, so as to become, as and from the Appointed Date, the permissions, approvals, consents, subsidies, privileges, income tax benefits and exemptions, indirect tax benefits and exemptions, all other rights, benefits and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements, of the Amalgamated Company and shall remain valid, effective and enforceable on the same terms and conditions. It is further clarified that they shall be deemed to have originally been given by, issued to or executed in favour of the Amalgamated Company, and the Amalgamated Company shall be bound by the terms thereof and the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Amalgamated Company.

Transfer of Contracts

(e) all contracts, agreements, memoranda of understanding, letters of intent, other arrangements, undertakings, deeds, bonds, insurance covers and claims, clearances and other instruments of whatsoever nature and description, if any, whether written, oral or otherwise, to which the Amalgamating Company is a party, or to the benefit of which the Amalgamating Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall under the provisions of Sections 391 to 394 of the Act and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in the Amalgamated Company as a part of the transfer of the Undertaking as a going concern and shall continue in full force and effect on or against or in favour, as the case may be, of the Amalgamated Company and may be enforced as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party or beneficiary or obligee thereto or thereunder.

Transfer of Intellectual Property

(f) all the intellectual property rights of any nature whatsoever, including but not limited to intangible assets appertaining to the Amalgamating Company, whether or not provided in books of accounts of the Amalgamating Company, shall under the provisions of Sections 391 to 394 of the Act and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred and vested in the Amalgamated Company as a part of the transfer of the Undertaking as a going concern, so as to become, as and from the Appointed Date, the intellectual property of the Amalgamated Company.

(g) all intangible assets including various business or commercial rights, etc belonging to but not recorded in books of account of the Amalgamating Company shall be transferred to and vested with the Amalgamated Company. Such intangible assets shall, for all purposes, be regarded as intangible assets in terms of Explanation 3(b) to Section 32(1) of the Income Tax Act and shall be eligible for depreciation there under at the prescribed rates.

Transfer of Corporate Approvals

(h) benefits of any and all corporate approvals as may have already been taken by the Amalgamating Company, whether being in the nature of compliances or otherwise, shall under the provisions of Sections 391 to 394 of the Act and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred and vested in the Amalgamated Company as a part of the transfer of the Undertaking as a going concern, and the said corporate approvals and compliances shall be deemed to have originally been taken / complied with by the Amalgamated Company.

(i) the resolutions, if any, of the Amalgamating Company, which are valid and subsisting on the Effective Date, shall under the provisions of Sections 391 to 394 of the Act and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand continue to be valid and subsisting and be considered as resolutions of the Amalgamated Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Amalgamated Company and shall constitute the aggregate of the said limits in the Amalgamated Company.

(j) such of the assets comprised in the Undertaking and which are acquired by the Amalgamating Company on or after the Appointed Date but prior to the Effective Date, shall under the provisions of Sections 391 to 394 of the Act and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Amalgamated Company as a part of the transfer of the Undertaking as a going concern, so as to become, as and from the Appointed Date, the assets of the Amalgamated Company.

5. *Transfer of Liabilities*

Pursuant to the transfer of the Undertaking as provided in Clause 3 and 4 above, upon the coming into effect of this Scheme and with effect from the Appointed Date,

(a) all the Liabilities, whether or not provided in the books of the Amalgamating Company, shall, under the provisions of Sections 391 to 394 of the Act and other provisions of applicable law, if any, without any further act, instrument, deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Amalgamated Company as a part of the transfer of the Undertaking as a going concern and the same shall be assumed by the Amalgamated Company, to the extent they are outstanding on the Effective Date and shall become as and from the Appointed Date the Liabilities of the Amalgamated Company on the same terms and conditions as were applicable to the Amalgamating Company, and the Amalgamated Company shall meet, discharge and satisfy the same.

(b) all Liabilities comprised in the Undertaking, and which are incurred or which arise or accrue to the Amalgamating Company on or after the Appointed Date but prior to the Effective Date, shall under the provisions of Sections 391 to 394 of the Act and all other provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Amalgamated Company as a part of the transfer of the Undertaking as a going concern, so as to become, as and from the Appointed Date, the Liabilities of the Amalgamated Company on the same terms and conditions as were applicable to the Amalgamating Company, and the Amalgamated Company shall meet, discharge and satisfy the same.

(c) any Liabilities of the Amalgamating Company as on the Appointed Date that are discharged by the Amalgamating Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to have been discharged for and on account of the Amalgamated Company.

(d) all loans raised and utilised, liabilities, duties and taxes and obligations incurred or undertaken by the Amalgamating Company on or after the Appointed Date but prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Amalgamated Company and shall, under the provisions of Sections 391 to 394 and other provisions of applicable law, if any, without any further act, instrument, deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Amalgamated Company as a part of the transfer of the Undertaking as a going concern and the same shall be assumed by the Amalgamated Company and to the extent they are outstanding on the Effective Date, the Amalgamated Company shall meet, discharge and satisfy the same.

(e) loans, advances and other obligations (including any arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Amalgamating Company and the Amalgamated Company shall, under the provisions of Sections 391 to 394 of the Act and other provisions of applicable law, if any, without any further act, instrument, deed, cost or charge, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Amalgamated Company.

6. *Encumbrances*

(a) upon the coming into effect of this Scheme and with effect from the Appointed Date, all Encumbrances, if any, existing prior to the Effective Date over the assets of the Amalgamating Company which secure or relate to the Liabilities shall, without any further act, instrument, deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, continue to relate and attach to such assets or any part thereof to which they were related or attached prior to the Effective Date and are transferred to the Amalgamated Company. It being clarified that the aforesaid Encumbrances shall not be extended to any assets of the Amalgamating Company which were earlier not Encumbered or the other assets of the Amalgamated Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

(b) any reference in any security documents or arrangements (to which the Amalgamating Company is a party) to the Amalgamating Company and its assets and properties, shall be construed as a reference to the Amalgamated Company and the assets and properties of the Amalgamating Company transferred to the Amalgamated Company pursuant to this Scheme.

(c) without prejudice to the foregoing provisions, the Amalgamated Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.

(d) the provisions of this Clause 6 shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

7. *Employees and Directors*

7.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date,

(a) all Employees, if any, of the Amalgamating Company shall, under the provisions of Sections 391 to 394 of the Act and other provisions of applicable law, if any, without any further act, instrument, deed, cost or charge and without any notice or other intimation to any third party for their transfer, become the employees of the Amalgamated Company.

(b) the Amalgamating Company does not have any provident fund, gratuity fund, superannuation fund, trusts, retirement fund or benefits or any other funds for the benefit of the Employees. The Amalgamated Company shall extend its own funds to the Employees and take necessary steps in this regard.

7.2 The terms and conditions of employment by the Amalgamated Company shall not be less favourable than those on which they are engaged by the Amalgamating Company and their employment will be without any interruption of or break in service as a result of the amalgamation of the Amalgamating Company with the Amalgamated Company. For the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such Employees with the Amalgamating Company and such benefits to which the Employees are entitled in the Amalgamating Company shall also be taken into account, and paid (as and when payable) by the Amalgamated Company.

7.3 Upon the coming into effect of this Scheme, the directors of the Amalgamating Company will not be entitled to any directorships in the Amalgamated Company by virtue of the provisions of this Scheme. It is clarified that this Scheme will not affect any directorship of a person who is already a director in the Amalgamated Company as on the Effective Date.

8. *Legal, Taxation and other Proceedings*

(a) all proceedings of whatsoever nature (legal and others, including any suits, appeals, arbitrations, execution proceedings, revisions, writ petitions, if any) by or against the Amalgamating Company shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking or anything contained in this Scheme but the said proceedings, shall, till the Effective Date be continued, prosecuted and enforced by or against the Amalgamating Company, as if this Scheme had not been made.

(b) upon the coming into effect of this Scheme, all suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal) by or against the Amalgamating Company, whether pending and/or arising on or before the Effective Date shall be continued and/or enforced by or against the Amalgamated Company as effectually and in the same manner and to the same extent as if the same had been instituted and/or pending and/or arising by or against the Amalgamated Company.

(c) the Amalgamated Company undertakes to have accepted on behalf of itself, all suits, claims, actions and legal proceedings initiated by or against the Amalgamating Company transferred to its name and to have the same continued, prosecuted and enforced by or against the Amalgamated Company.

9. *Books and Records*

All books, records, files, papers, information, databases, and all other books and records, whether in physical or electronic form, of the Amalgamating Company, to the extent possible and permitted under applicable laws, be handed over to the Amalgamated Company.

10. Without prejudice to the provisions of Clauses 3 to 9 above, with effect from the Appointed Date, all inter-party transactions between the Amalgamating Company and the Amalgamated Company shall be considered as intra-party transactions for all purposes.

11. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking occurs by virtue of this Scheme itself, the Amalgamated Company may, at any time after the coming into effect of the Scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Amalgamating Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Amalgamated Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Amalgamating Company and to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company to be carried out or performed.

Section 2 – Conduct of Business

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

(a) the Amalgamating Company shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of the entire Undertaking for and on account of, and in trust for, the Amalgamated Company;

(b) all profits and income accruing or arising to the Amalgamating Company, and losses and expenditure arising or incurred by it for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure, as the case may be, of the Amalgamated Company;

(c) any of the rights, powers, authorities or privileges exercised by the Amalgamating Company shall be deemed to have been exercised by the Amalgamating Company for and on behalf of, and in trust for and as an agent of the Amalgamated Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Amalgamating Company shall be deemed to have been undertaken for and on behalf of and as an agent of the Amalgamated Company;

(d) all taxes, where applicable, (including but not limited to advance income tax, tax deducted at source, taxes withheld/paid in a foreign country, indirect taxes, tax refunds) payable by or refundable to the Amalgamating Company, including all or any tax refunds or tax liabilities or tax claims arising from pending tax proceedings, under any law, on or before the Effective Date, shall be treated as or deemed to be treated as the tax liability or tax refunds/ tax claims (whether or not recorded in the books of the Amalgamating Company) as the case may be, of the Amalgamated Company, and any advance income tax, unabsorbed tax losses and depreciation, etc., as would have been available to the Amalgamating Company on or before the Effective Date, shall be available to the Amalgamated Company upon the Scheme coming into effect; and

(e) the Amalgamating Company shall not without the concurrence of the Amalgamated Company alienate, charge or otherwise deal with any of its assets, except in the ordinary course of business.

13. From the date of filing of this Scheme with the High Courts and up to and including the Effective Date, except with the written consent of the Amalgamated Company, the Amalgamating Company shall not amend its memorandum of association or articles of association and shall not alter or substantially expand its business.

14. From the date of filing of this Scheme with the High Courts and up to and including the Effective Date, the Amalgamating Company and the Amalgamated Company shall not, except in respect of outstanding stock options that may be exercised in terms of the Amalgamated Company's employees stock option scheme(s) or tradeable warrants or outstanding global depository receipts of the Amalgamated Company that may be exercised, or shares which may be issued pursuant to the rights shares kept in abeyance, make any change in its capital structure in any manner either by any increase (including by way of issue of equity and/ or preference shares on a rights basis or by way of a public issue, bonus shares and/or convertible debentures or otherwise), decrease, reduction, reclassification, sub-division, consolidation, re-organization, or in any other manner which may, in any way, affect the Share Exchange Ratio, except with the prior approval of the Board of Directors of the Amalgamated Company and the Amalgamating Company respectively; provided that this Clause 14 shall not apply in the context of an issuance of equity shares by the Amalgamated Company or any cancellation of shares of the Amalgamating Company held by the Amalgamated Company pursuant to the coming into effect of this Scheme.

15. Subject to the terms of the Scheme, the transfer and vesting of the Undertaking as per the provisions of the Scheme shall not affect any transactions or proceedings already concluded by the Amalgamating Company on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and subject to compliance with Clauses 12(e) and Clause 13, the Amalgamated Company accepts and adopts all acts, deeds and things made, done and executed by the Amalgamating Company.

16. Upon the Scheme coming into effect, the Amalgamating Company (if required) and the Amalgamated Company are expressly permitted to revise, its financial statements.

Section 3: Issue of Equity Shares by the Amalgamated Company

17. The provisions of this Section 3 of the Scheme shall operate notwithstanding anything to the contrary in any other instrument, deed or writing.

18. (a) Upon the coming into effect of the Scheme and in consideration of the transfer and vesting of the Undertaking in the Amalgamated Company by virtue of this Scheme, the Amalgamated Company shall, without any further application, act, instrument or deed, issue and allot to each member of the Amalgamating Company (other than (i) the Amalgamated Company; and (ii) Mr. Dinesh Kothari since he is only entitled to fractional share), whose name is registered in the register

of members of the Amalgamating Company on the Record Date or his/her/its legal heirs, executors or successors as the case may be, for every 74 (Seventy Four) equity shares of the face value of ₹ 10 (Rupees Ten Only) each (credited as fully paid-up) held by such member or his/her/its respective legal heirs, executors or successors in the Amalgamating Company, 10 (Ten) equity shares of the face value of ₹ 2 (Rupees Two Only) each (credited as fully paid up) of the Amalgamated Company. The ratio in which equity shares of the Amalgamated Company are to be issued and allotted to the members of the Amalgamating Company as set out above is herein referred to as the "Share Exchange Ratio". It is hereby clarified that the conversion of any global depository receipts, exercise of any stock option, tradable warrant or allotment of rights shares shall not require any adjustments to the Share Exchange Ratio. It is further clarified that (I) the Amalgamated Company shall not be issued any shares in exchange for any shares held by it in the Amalgamating Company on the Record Date; and (II) since Mr. Dinesh Kothari is only entitled to fractional share for the share held by him in the Amalgamating Company on the Record Date, he shall not be issued any share for such share held in the Amalgamating Company on the Record Date.

(b) The Audit Committee of the Amalgamated Company has taken into account the recommendations on the Share Exchange Ratio by BSR and Associates and Price Waterhouse & Co., both acting as independent chartered accountants, and the fairness opinion provided by Axis Capital Limited, acting as the independent merchant banker. On the basis of their evaluations and its own independent judgement, the Audit Committee has recommended the Scheme, including the Share Exchange Ratio to the Board of Directors of the Amalgamated Company.

(c) The Board of Directors of the Amalgamated Company have taken into account the independent recommendations of the Audit Committee.

(d) The Board of Directors of the Amalgamating Company and the Amalgamated Company have taken into account the recommendations of the Share Exchange Ratio provided by BSR and Associates and Price Waterhouse & Co.

(e) The Board of Directors of the Amalgamated Company have also taken into account the fairness opinion provided by Axis Capital Limited in relation to the Share Exchange Ratio.

(f) The Boards of Directors of the Amalgamating Company and the Amalgamated Company based on the aforesaid advice/ opinions and on the basis of their independent judgment and evaluation have come to the conclusion that the Share Exchange Ratio is fair and reasonable and have approved the same at their respective meetings held on July 24, 2013.

(g) In case any member's holding in the Amalgamating Company is such that the member becomes entitled to a fraction of an equity share of the Amalgamated Company, the Amalgamated Company shall not issue fractional share certificates to such member and such fractional holding shall stand cancelled.

(h) As an integral part of the Scheme, and, upon the coming into effect of the Scheme, the authorised share capital of the Amalgamated Company shall automatically stand increased, without any further act, instrument or deed on the part of the Amalgamated Company including payment of stamp duty and fees payable to Registrar of Companies, by the authorized share capital of the Amalgamating Company.

(i) As an integral part of the Scheme, and, upon the coming into effect of the Scheme, the capital clause of the Memorandum of Association of the Amalgamated Company shall, without any further act or deed, be replaced by the following clause:

MEMORANDUM OF ASSOCIATION

"The authorised share capital of the Company is ₹ 81,50,00,00,000/- (Rupees Eight Thousand One Hundred and Fifty Crores Only) divided into 40,00,00,00,000 (Forty Thousand Crore) equity shares of ₹ 2/- (Rupees Two Only) each, and 15,00,00,000 (Fifteen Crores) preference shares of ₹ 10/- (Rupees Ten Only) each, with power to increase and reduce the capital of the Company and to divide the shares in the capital for the time being, into several classes and to attach thereto such preferential, deferred, qualified guaranteed or special rights, privileges or conditions as may be determined by or accordance with the Articles of the Company for the time being and to vary, modify or abrogate any such rights, privileges, or conditions, in such manner as may be permitted by the Act or the Articles of the Company for the time being."

(j) As an integral part of the Scheme, and, upon the coming into effect of the Scheme, the issued, subscribed and paid-up share capital of the Amalgamated Company shall stand suitably increased consequent upon the issuance of new equity shares in accordance with sub-Clause 18(a) above.

(k) It is hereby clarified that no further resolutions under Section 16, Section 31, Section 81(1A), Section 94, Section 100 or any other applicable provisions of the Act, shall be required to be passed by the Amalgamated Company separately in a general meeting for increase of the authorized capital, amendment of the capital clause of the Memorandum of Association, for issue of shares to the members of the Amalgamating Company (except the Amalgamated Company and Mr. Dinesh Kothari) under this Scheme and for reduction of the share capital due to cancellation of shares and on the members of the Amalgamated Company approving this Scheme, it shall be deemed that they have given their consent to the said increase of the authorized capital, amendment of the capital clause of the Memorandum of Association, the issue of equity shares of the Amalgamated Company to the members of the Amalgamating Company (except the Amalgamated Company) in the Share Exchange Ratio and reduction of the share capital due to cancellation of shares. The stamp duties and fees (including registration fee) paid on the authorized share capital of the Amalgamating Company shall be utilized and applied to the increased authorized share capital of the Amalgamated Company and there would be no requirement for any further payment of stamp duty and/or fee (including registration fee) by the Amalgamated Company for increase in the authorized share capital to that extent.

(l) The shares issued to the members of the Amalgamating Company by the Amalgamated Company pursuant to sub-Clause 18(a) above shall be issued in dematerialised form by the Amalgamated Company, unless otherwise notified in writing by the members of the Amalgamating Company to the Amalgamated Company on or before such date as may be determined by the Board of Directors of the Amalgamated Company or a committee thereof. In the event that such notice has not been received by the Amalgamated Company, the shares shall be issued in dematerialised form provided that the members of the Amalgamating Company have an account with a depositary participant and the details thereof and such other confirmations as may be required are provided to the Amalgamated Company. It is only thereupon that the Amalgamated

Company shall issue and directly credit the dematerialised shares to the account of such member with the shares of the Amalgamated Company. In the event that the Amalgamated Company has received notice that shares are to be issued in physical form or if members of the Amalgamating Company has not provided the requisite details relating to its account with a depositary participant or other confirmations as may be required, then the Amalgamated Company shall issue shares in physical form to such members of the Amalgamating Company.

(m) The equity shares issued and allotted by the Amalgamated Company in terms of this Scheme shall rank *pari passu* in all respects with the then existing equity shares of the Amalgamated Company.

(n) In the event of there being any pending share transfers, whether lodged or outstanding, of the shares of the Amalgamating Company, the Board of Directors of the Amalgamated Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transfer of the share in the Amalgamating Company and in relation to the shares issued by the Amalgamated Company after the effectiveness of the Scheme. The Board of Directors of the Amalgamated Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in the Amalgamated Company on account of difficulties faced in the transaction period.

(o) The equity shares of the Amalgamated Company issued in terms of this Scheme will be listed and/or admitted to trading on the Stock Exchanges where the shares of the Amalgamated Company are listed and/or admitted to trading. The shares allotted pursuant to this Scheme shall remain frozen in the depositories system till relevant directions in relation to listing/ trading are given by the relevant Stock Exchanges.

(p) The transfer of shares in the Amalgamating Company held by its shareholders is made in consideration of the allotment of shares of the Amalgamated Company.

PART III – REDUCTION OF CAPITAL OF THE AMALGAMATED COMPANY

19. Post allotment of shares by the Amalgamated Company in terms of Clause 18(a), the existing shareholding of the Amalgamating Company in the Amalgamated Company shall be cancelled without any further act or deed, in accordance with provisions of Sections 100 to 103 of the Act and the order of the High Courts sanctioning the Scheme shall be deemed to be also the order under Section 102 of the Act for the purpose of confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital, and the provisions of Section 101 of the Act will not be applicable. Notwithstanding the reduction in the equity share capital of the Amalgamated Company, the Amalgamated Company shall not be required to add "And Reduced" as suffix to its name and the Amalgamated Company shall carry on its old name.

PART IV – DISSOLUTION OF THE AMALGAMATING COMPANY

20. Upon the coming into effect of the Scheme, the entire share capital of the Amalgamating Company shall, without any further act, deed or instrument, stand cancelled and the share certificates representing such shares shall, without any further act, deed or instrument, be deemed to be automatically cancelled, extinguished and of no effect and the the Amalgamating Company shall, without any further act, instrument or deed, stand dissolved without winding-up.

PART V – OTHER TERMS AND CONDITIONS

21. *Approval of Members of the Amalgamated Company*

The Amalgamated Company undertakes that the approval of the members of the Amalgamated Company of the Scheme shall be sought in a meeting of the members with voting occurring through postal ballot and e-voting as required under the Act and the SEBI Circular. The explanatory statement to the notice sent to the members for convening such meeting shall provide all requisite details as may be material for the members to consider whilst voting on the Scheme and shall enclose the joint valuation report obtained from BSR and Associates and Price Waterhouse & Co., fairness opinion obtained from Axis Capital Limited, the Complaints Report and the observation letters received from the Stock Exchanges as prescribed under the SEBI Circular.

22. *Accounting Treatment*

(a) The Amalgamated Company shall record the assets (including intangible assets, if any, whether or not recorded in the books of Amalgamating Company) and liabilities of the Amalgamating Company vested in it pursuant to the Scheme at their respective fair values as per purchase method in accordance with Accounting Standard - 14 notified under the Companies Accounting Standards Rules, 2006, as amended. Equity shares of the Amalgamated Company held by Amalgamating Company shall not be recorded by the Amalgamated Company as assets and shall be cancelled pursuant to Clause 19 of the Scheme.

(b) The Amalgamated Company shall record issuance of shares at fair value and accordingly credit to its Share Capital Account the aggregate face value of the Equity Shares issued on Amalgamation. The excess, if any, of the fair value of the equity shares over the face value of the shares issued shall be credited to Securities Premium Reserve. The Securities Premium Reserve so credited shall be available for issuance of bonus shares.

(c) Investment in the share capital of the Amalgamating Company held by the Amalgamated Company shall stand cancelled.

(d) To the extent that there are inter-company loans, advances, deposits, balances, unpaid dividend or other obligations as between the Amalgamating Company and the Amalgamated Company, the obligation in respect thereof will come to an end and corresponding effect shall be given in the books of account and records of the Amalgamated Company as well as Amalgamating Company for the reduction of any assets or liabilities as the case may be and there would be no accrual of interest or any other charges in respect of such inter-company loans, deposits or balances, with effect from the Appointed Date.

(e) Excess, if any, of the consideration, viz., fair value of new shares issued and cost of shares in Amalgamating Company cancelled, over the fair value of Net Assets (including identifiable intangible assets, if any) taken over and recorded and the face value of Amalgamated Company shares cancelled will be recognized as Goodwill in accordance with AS 14. In the

event the result is negative, it shall be credited as Capital Reserve in the books of account of the Amalgamated Company which shall be available for issuance of bonus shares. However, recognition for such intangible assets will be restricted to an amount that does not create or increase any Capital Reserve arising at the date of the amalgamation. Fair value of new shares issued to the shareholder of Amalgamating Company, shall be allocated to assets (including intangible assets, if any, whether or not recorded by Amalgamating Company) and liabilities taken over and recorded by Amalgamated Company on the basis of their fair values as on the Appointed Date based on the valuation undertaken by Independent Valuer.

(f) The Board of Directors may adopt any other accounting treatment for the amalgamation which is in accordance with Accounting Standards notified under the Companies Accounting Standards Rules, 2006, as amended.

23. *Conditions to effectiveness of the Scheme*

(a) The Scheme is conditional upon and subject to:

(i) the Scheme being approved by the requisite majority of the members and/or creditors of the Amalgamating Company as required under the Act and the requisite orders of the High Courts, or dispensation having been received from the High Courts in relation to obtaining such consent from the members and/or creditors;

(ii) the Scheme being approved by the requisite majority of the members and/or creditors of the Amalgamated Company as required under the Act, and the requisite orders of the High Courts, or dispensation having been received from the High Courts in relation to obtaining such consent from the creditors;

(iii) the Scheme being approved by the majority of public shareholders (members) of the Amalgamated Company (by way of voting through postal ballot and e-voting) as required under the SEBI Circular, i.e. the votes cast by public shareholders in favour of the resolution are more than the number of votes cast by public shareholders against it;

(iv) receipt of in-principle listing approval from the Stock Exchanges for equity shares of the Amalgamated Company issued in terms of this Scheme;

(v) receipt of approval from the Foreign Investment Promotion Board for the Amalgamated Company to acquire shares of the Amalgamating Company (if required);

(vi) receipt of such other approvals and sanctions and approvals including sanction of any Governmental Authority, lessor or contracting party as may be required by law or contract in respect of the Scheme;

(vii) the High Courts having accorded sanction to the Scheme and if any modifications have been prescribed the same being acceptable to both the Amalgamating Company and the Amalgamated Company; and

(viii) the certified copies of the court orders referred to in this Scheme being filed with the Registrar of Companies, Gujarat and the Registrar of Companies, New Delhi.

(b) The Amalgamated Company (through its Board of Directors) and the Amalgamating Company (through its Board of Directors) may waive compliance of any conditions precedent to the effectiveness of this Scheme (as set out in Clause 23), as are capable of being waived, only if, and to the extent, required by the other Party. Any such waiver shall be binding on the Parties.

(c) In case any of the conditions in the Scheme are not satisfied or waived, then the Amalgamating Company and/or the Amalgamated Company shall be at liberty to withdraw the Scheme.

24. *Approvals and Consents*

(a) On the approval of the Scheme by the members of the Amalgamating Company and the Amalgamated Company, if required, in accordance with Section 391(1) of the Act, the members of these companies shall be deemed to have also resolved and accorded all relevant consents under the Act to the same extent the same may be considered applicable in relation to the amalgamation set out in this Scheme and related matters.

(b) It is clarified that notwithstanding the approval of the Scheme by the members of the Amalgamating Company and the Amalgamated Company in accordance with Section 391(1) of the Act, the Amalgamated Company shall, in terms of the SEBI Circular, require the Scheme to be approved by majority of the public shareholders (members) of the Amalgamated Company.

25. *Dividend*

(a) The Amalgamated Company and the Amalgamating Company shall be entitled to declare and pay dividends, whether interim or final, to their members in respect of the accounting period prior to the Effective Date.

(b) The holders of the shares of the Amalgamated Company and the Amalgamating Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective articles of association including the right to receive dividends.

(c) It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of the Amalgamating Company and/or the Amalgamated Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors of the Amalgamated Company and/or the Board of Directors of the Amalgamating Company, and subject to the approval, if required, of the members of the Amalgamating Company and the Amalgamated Company respectively.

26. *Applications*

(a) The Amalgamating Company and the Amalgamated Company shall make necessary applications before the High Courts for the sanction of this Scheme under Sections 391 to 394, Section 100 and other applicable provisions of the Act.

(b) The Amalgamated Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Amalgamated Company may require to carry on the business of the Amalgamating Company.

27. *Modifications to the Scheme, Withdrawal of the Scheme and Other Matters*

The Amalgamating Company (by its Board of Directors) and the Amalgamated Company (by its Board of Directors), may, in their full and absolute discretion, jointly and as mutually agreed in writing:

(a) assent to any alteration(s) or modification(s) to this Scheme which a High Court and/or any other Governmental Authority may deem fit to approve or impose, and/or effect any other modification or amendment jointly and mutually agreed in writing, including, without limitation, any modifications to the accounting treatment set out in the Scheme due to the International Financial Reporting Standards being made applicable to the Companies or to the matters set forth in this Scheme, and to do all acts, deeds and things as may be necessary, desirable or expedient for the purposes of this Scheme;

(b) give such directions (acting jointly) as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation hereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to any of those (to the extent permissible under law and subject to requisite approval of the High Courts);

(c) withdraw this Scheme prior to the Effective Date in any manner and at any time; or

(d) determine jointly whether any asset, liability, employee, legal or other proceedings pertains to the Amalgamating Company or not, on the basis of any evidence that they may deem relevant for this purpose.

28. When the Scheme comes into operation

(a) The Scheme set out herein shall be effective from the Appointed Date but shall be operative from the Effective Date.

(b) With effect from the Effective Date, the Amalgamated Company shall carry on and shall be authorized to carry on the businesses of the Amalgamating Company. For the purposes of giving effect to the order of the High Courts under Section(s) 391 to 394, Section 100 and other applicable provisions of the Act, approving the Scheme, the Amalgamated Company shall at any time pursuant to such orders be entitled to get the recordal of the change in the legal right(s) upon the amalgamation of the Amalgamating Company in accordance with the provisions of the Section(s) 391 to 394 of the Act. The Amalgamated Company is and shall always be deemed to have been authorized to execute any pleadings, applications, forms etc. as may be required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of the Scheme.

(c) The Amalgamated Company shall be entitled to, amongst other, file/ or revise its income tax returns, TDS returns, wealth tax returns and other statutory returns, if required, credit for advance tax paid, tax deducted at source, claim for sum prescribed under Section 43B of the Income Tax Act on payment basis, claim for deduction of provisions written back by Amalgamated Company previously disallowed in the hands of Amalgamating Company under the Income Tax Act, credit of tax under Section 115JB read with Section 115JAA of the Income Tax Act, credit of foreign taxes paid/ withheld etc., if any, pertaining to the Amalgamating Company as may be required consequent to implementation of this Scheme. Likewise the Amalgamated Company shall be entitled to file/ or revise its income tax returns, TDS returns, wealth tax returns and other statutory returns as may be required under the respective statute.

29. *Severability*

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

30. *Costs*

Subject to the provisions of Clause 31 of the Scheme, all costs, charges and expenses (including, but not limited to, any taxes and duties, stamp duty, registration charges, etc.) of /payable by the Amalgamating Company and the Amalgamated Company in relation to or in connection with the Scheme and incidental to the completion of the amalgamation of the Amalgamating Company with the Amalgamated Company in pursuance of the Scheme shall be borne and paid by the Amalgamated Company.

31. *Long Stop*

In the event that this Scheme fails to take effect within such period or periods as may be decided by the Amalgamating Company and the Amalgamated Company, this Scheme shall stand revoked, cancelled and be of no effect and become null and void, and in that event, no rights and liabilities shall accrue to or be incurred inter se between the parties or their members or creditors or employees or any other person. In such case, each of the Amalgamating Company and the Amalgamated Company shall bear its own costs and expenses or as may be otherwise mutually agreed.

NATIONAL STOCK EXCHANGE OF INDIA LIMITED

NIFTY 50 Stock of the nation

September 17, 2013

Ref: NSE/LIST/216257-C

The Company Secretary
Ambuja Cements Limited
Elegant Business Park
D Block, MIDC Cross Road 'B'
Andheri Kurla Road,
Andheri (East)
Mumbai - 400 059.

Kind Attn.: Mr. Rajiv Gandhi

Dear Sir,

Sub.: Observation letter for Scheme of Amalgamation under sections 391 to 394 read with section 100 and other applicable provisions of the Companies Act 1956 amongst Holcim (India) Private Limited and Ambuja Cements Limited and their respective shareholders and creditors.

We are in receipt of the draft Scheme of Amalgamation under sections 391 to 394 read with section 100 and other applicable provisions of the Companies Act 1956 amongst Holcim (India) Private Limited and Ambuja Cements Limited and their respective shareholders and creditors.

We have perused the draft Scheme of Amalgamation and the related documents/details submitted by Ambuja Cements Limited including the confirmation of the Company Secretary that the Scheme so submitted does not in any way violate, over-ride or circumscribe the provisions of Securities Laws or the Stock Exchange requirements.

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 vide its letter dated September 16, 2013 has given following comments on the draft scheme of amalgamation:

a) In the interest of minority shareholders and the investors at large, the agreement dated July 31, 2013 (as mentioned in Page 7 of draft Scheme of Arrangement), has been treated **"as a part of draft Scheme of Arrangement"** for the purpose of compliance with SEBI Circular CIR/CFD/DIL/5/2013 dated February 4, 2013 and clarificartory Circular CIR/CFD/DIL/8/2013 dated May 21, 2013. Accordingly, Para 7 of Circular dated May 21, 2013 shall also be complied with **separately** for the said agreement dated July 31, 2013 and the draft Scheme of Arrangement.

b) The company would be required to comply with all requirements as per Part A, Annexure I of the Circular CIR/CFD/DIL/5/2013 dated February 4, 2013 and clarificatory Circular CIR/CFD/DIL/8/2013 dated May 21, 2013.

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E-mail : cmlist@nse.co.in • Web site: www.nseindia.com

c) The information submitted vide various letters from ACL including summary workings to valuation report are disseminated from the date of this letter on the website of the listed company along with various documents submitted pursuant to the Circular.

d) To ensure that the above comments are brought to the notice of Hon'ble Court appropriately.

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.

Yours faithfully,
For National Stock Exchange of India Limited

Patel K.M.

Kamlesh Patel
Manager

BSE Limited Registered Office : Floor 25, P J Towers, Dalal Street, Mumbai 400 001 India
T: +91 22 2272 1234 / 33 F: +91 22 2272 1003 www.bseindia.com

BSE EXPERIENCE THE NEW

Ref: DCS/AMAL/RT/24(f)/248/2013-14 September 17, 2013

The Company Secretary
Ambuja Cements Limited.
P. O. Ambujanagar,
Taluka Kodinar, Junagadh ,
Gujarat 362715

Dear Sir;

Sub: Observation letter regarding the Scheme of Amalgamation of Holcim (India) Private Limited with the company.

We refer to your draft Scheme of Arrangement under Sections 391 to 394 of the Companies Act, 1956 involving Scheme of Amalgamation of Holcim (India) Private Limited with the company.

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 vide the e-mail dated September 16, 2013 has given the following comment(s) on the draft scheme of arrangement:

a) *" amalgamation of HIPL into ACL is a two part transaction, the first part is payment of cash consideration of Rs.3500 crores approximately (page 7 of the draft scheme of arrangement) through agreement dated July 31, 2013 and the second part is through the draft scheme of arrangement. Further, the agreement dated July31, 2013 shall not be acted upon unless the draft Scheme of Arrrangement is approved as is evident from the terms of clause 5 of the said agreement and submitted by the company vide letter dated August 30, 2013 forwarded by NSE vide letter dated September 02, 2013.*

b) *"the company shall duly comply with various provisions of the Circular." .*

c) *"In the interest of the minority shareholders and investors at large , the agreement dated july31, 2013(as mentioned in page 7 of the draft scheme of arrangement), has been treated as a part of the draft scheme of arrangement for the purpose of compliance with SEBI Circular CIR/CFD/DIL/5/2013 dated February 4, 2013 and clarificatory Circular CIR/CFD/DIL/8/2013 dated May 21, 2013.Accordingly, Para 7 of circular dated May 21, 2013 shall also be complied with separately for the said agreement dated July 31, 2013 and the draft scheme of Arrangement.*

d) *"the company shall duly comply with all the requirements as per Part A, Annexure I of the Circular CIR/CFD/DIL/5/2013 dated February 4, 2013 and clarificatory Circular CIR/CFD/DIL/8/2013 dated May 21, 2013.*

e) *"the Company is advised that all the information submitted by it including summary workings to the valuation report are disseminated from the date of this letter on the website of the company along with various documents submitted pursuant to the circular.*

f) *"the company shall bring the above comments to the notice of the Hon'ble court appropriately.*

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 in your application for approval of the scheme of arrangement.

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.

Yours faithfully,

Jayesh Ashtekar
Manager

Bhuvana Sriram
Deputy Manager

Joint recommendation of the exchange ratio for the proposed merger of HIPL into ACL

Private and confidential

B S R and Associates
Chartered Accountants
Lodha Excelus, 1st Floor
Apollo Mills Compound
N.M.Joshi Marg, Mahalaxmi
Mumbai – 400011

Price Waterhouse & Co.
Chartered Accountants
252, Veer Savarkar Marg
Shivaji Park
Dadar
Mumbai – 400 028

The Board of Directors
Holcim (India) Private Limited
Suite 304, DLF South Court
Saket District Centre
Delhi – 110017

The Board of Directors
Ambuja Cements Limited
106, Maker Chamber III
Nariman Point
Mumbai – 400 021

22 July 2013

Sub: Recommendation of exchange ratio for the proposed merger of Holcim (India) Private Limited into Ambuja Cements Limited ("the Transaction")

Dear Sirs,

We refer to:

a) the engagement letter dated 11 July 2013 with B S R and Associates ("BSR") wherein Holcim (India) Private Limited ("HIPL") and Ambuja Cements Limited ("ACL") (hereinafter together referred to as "Clients", the "Companies" or "You") have requested BSR to recommend an exchange ratio ("Exchange Ratio") for the proposed merger of HIPL into ACL;
b) the engagement letter dated 8 July 2013 with Price Waterhouse & Co. ("PW&Co") wherein HIPL and ACL have requested PW&Co to recommend an Exchange Ratio for the proposed merger of HIPL into ACL.

BSR and PW&Co are collectively referred to as the "Valuers" or "we" or "us", and individually referred to as "Valuer" in this joint Exchange Ratio Report ("Valuation Report").

SCOPE AND PURPOSE OF THIS REPORT

We understand that the Board of Directors of the Companies propose to merge HIPL into ACL, with effect from the Appointed Date of 1 April 2013 ("the Transaction"). This is proposed to be achieved by way of a scheme of amalgamation under Section 391 – 394 of the Companies Act, 1956. As part of the proposed merger, HIPL will cease to exist and as consideration for their equity shares in HIPL, the shareholders of HIPL will be issued equity shares of ACL.

BSR and PW&Co have been requested by the Board of Directors of the Companies to submit a report recommending an Exchange Ratio, as at date of this report ("Valuation Date"), in connection with the Transaction. This Valuation Report may be placed before the audit committee, as per SEBI Circular CIR/CFD/DIL/5/2013 dated 4 February 2013, as amended by CIR/ CFD/DIL/8/2013 dated 21 May 2013 and, to the extent mandatorily required under applicable laws of India, may be produced before judicial, regulatory or government authorities, in connection with the Transaction.

The Valuers have been appointed severally and not jointly and have worked independently in their analysis and after arriving at a consensus on Exchange Ratio, are issuing this Valuation Report.





Joint recommendation of the exchange ratio for the proposed merger of HIPL into ACL

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22 July 2013

This Valuation Report is subject to the scope, assumptions, exclusions, limitations and disclaimers detailed hereinafter. As such the Valuation Report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to therein.

SOURCES OF INFORMATION

In connection with preparing this Valuation Report, we have received the following information from the management of the Companies ("Management"):

- Audited financial statements of HIPL for the year ended 31 December 2012;
- Unaudited/ provisional results of HIPL for the 3 months period ended 31 March 2013;
- Audited financial statements of ACL and ACC Limited ("ACC") for the period from 1 January 2010 to 31 December 2012;
- Unaudited/ provisional results of ACL and ACC for the 3 months period ended 31 March 2013;
- Financial projections of ACL and ACC, along with the underlying assumptions, for the period 1 January 2013 to 31 December 2020, as provided to us by the management of ACL and HIPL respectively (collectively referred to as "Financial Projections");
- Draft Scheme of Amalgamation ("Scheme");
- Interviews and discussions with the Management to augment our knowledge of the operations of the Companies. Other information, explanations and representations that were required and provided by the Management; and
- Such other analysis, reviews and inquiries, as we considered necessary.

SCOPE LIMITATIONS, ASSUMPTIONS, QUALIFICATIONS, EXCLUSIONS AND DISCLAIMERS

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

This Valuation Report, its contents and the results herein are specific to (i) the purpose of valuation agreed as per the terms of our engagement; (ii) the date of this Valuation Report and (iii) are based on the balance sheet of the Companies as at 31 December 2012. The Management has represented that the business activities of HIPL, ACL and ACC ('together referred to as 'Specified Companies') have been carried out in the normal and ordinary course between 31 December 2012 and the Valuation Date and that no material adverse change has occured in their respective operations and financial position between 31 December 2012 and the Valuation Date.

A valuation of this nature is necessarily based on 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 Valuation Report and the assumptions used in preparing it, and we do not assume any obligation to update, revise or reaffirm this Valuation Report.





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The recommendation rendered in this Valuation Report is based upon information received from the Companies till 20 July 2013 and other sources and the said recommendation 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). Further, the determination of exchange ratio is not a precise science and the conclusions arrived at in many cases will, of necessity, be subjective and dependent on the exercise of individual judgement. There is, therefore, no indisputable single exchange ratio. While we have provided our recommendation of the Exchange Ratio based on the information available to us and within the scope and constraints of our engagement, others may have a different opinion as to the Exchange Ratio of the equity shares of HIPL and ACL. You acknowledge and agree that you have the final responsibility for the determination of the Exchange Ratio at which the proposed merger shall take place and factors other than our Valuation Report will need to be taken into account in determining the Exchange Ratio; these will include your own assessment of the proposed Transaction and may include the input of other professional advisors.

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

In accordance with the terms of our respective engagements, we have assumed and relied upon, without independent verification, (i) the accuracy of information made available to us by the Companies and (ii) the accuracy of the information that was publicly available, and formed substantial basis for this Valuation Report. We have not carried out a due diligence or audit of the Specified Companies, nor have we independently investigated or otherwise verified the data provided by the Companies. We are not legal or regulatory advisors with respect to legal and regulatory matters for the Transaction. We do not express any form of assurance that the financial information or other information as prepared and provided by the Companies is accurate. Also, with respect to explanations and information sought from the Companies, we have been given to understand by the Companies 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. Accordingly, we do not express any opinion or offer any form of assurance regarding its accuracy and completeness.

Our conclusions are based on these assumptions and information given by/ on behalf of the Companies. The respective management of the Companies have indicated to us that they have understood that any omissions, inaccuracies or misstatements may materially affect our valuation analysis/ results. Accordingly, we assume no responsibility for any errors in the information furnished by the Companies and their impact on the Valuation Report. 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 Valuation Report. 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.

In no event shall we be liable for any loss, damages, cost or expenses arising in any way from fraudulent acts, misrepresentations or willful default on part of the Companies, their directors, employees or agents. In no circumstances shall the liability of a Valuer, its partners, its directors or employees, relating to the services provided in connection with the engagement set out in this Valuation Report shall exceed the amount paid to such Valuer in respect of the fees charged by it for these services.





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The Valuation Report assumes that the Specified Companies comply fully with relevant laws and regulations applicable in all its areas of operations unless otherwise stated, and that the Specified Companies will be managed in a competent and responsible manner. Further, except as specifically stated to the contrary, this Valuation Report 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 audited balance sheet of the Specified Companies. Our conclusion of value assumes that the assets and liabilities of the Specified Companies, reflected in their respective latest balance sheets remain intact as of the Valuation Report date.

This Valuation Report does not address the relative merits of the Transaction as compared with any other alternative business transaction, or other alternatives, or whether or not such alternatives could be achieved or are available. We understand from the Scheme that ACL proposes to acquire certain equity shares of HIPL from Holderind Investments Limited ('HIL'), prior to the consummation of the Transaction. This Valuation Report and our recommendation of Exchange Ratio herein is based on the premise that the aforementioned acquisition of equity shares of HIPL by ACL from HIL, shall be carried out at a price within the value range recommended by BSR and PW&Co, in their respective reports of even date for valuation of equity shares of HIPL.

No investigation of the Specified Companies claim to title of assets has been made for the purpose of this Valuation Report and the respective Company's 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 this engagement is not contingent upon the results of the Valuation Report.

We owe responsibility to only the Board of Directors of the Companies which have retained us, and nobody else. Each of us have been appointed severally and not jointly and we will not be liable for any losses, claims, damages or liabilities arising out of the actions taken, omissions of the other. We do not accept any liability to any third party in relation to the issue of this Valuation Report. This Valuation Report is not a substitute for the third party's own due diligence/ appraisal/ enquiries/ independent advice that the third party should undertake for his purpose. It is understood that this analysis does not represent a fairness opinion.

This Valuation Report is subject to the laws of India.

Neither the Valuation Report nor its contents may be referred to or quoted in any registration statement, prospectus, offering memorandum, annual report, loan agreement or other agreement. Further, it cannot be used for purposes other than in connection with the Transaction, without our prior written consent. In addition, this Valuation Report does not in any manner address the prices at which equity shares will trade following consummation of the Transaction and we express no opinion or recommendation as to how the shareholders of either Company should vote at any shareholders' meeting(s) to be held in connection with the Transaction.

BACKGROUND OF THE SPECIFIED COMPANIES

Holcim (India) Private Limited

HIPL is a wholly owned subsidiary of Holderind Investments Limited ("HIL"). HIPL was formed to act as an investment company for downstream investment in cement manufacturing ventures in India.

As at date, HIPL holds 150,670,120 equity shares of face value INR 2 each in ACL (constituting ~9.76% of ACL's paid up share capital) and 93,888,120 equity shares of face value INR 10 each in ACC (constituting ~50.01% of ACC's paid up share capital). Apart from these investments, HIPL does not have any other significant operations/ assets.

As at 30 June 2013, the paid up equity share capital of HIPL consists of 5,690,385,095 equity shares of face value of INR 10 each and its shareholding pattern is as follows:

Details of shareholder	% shareholding
Holderind Investments Limited	100.00*
Total	**100.00**

Source: Management of HIPL
* 1 equity share held by Dinesh Kothari for beneficial interest of HIL

The management of HIPL represented that HIPL does not have any outstanding warrants/ options, as at the date.

Ambuja Cements Limited

ACL, incorporated in 1981, is a leading cement manufacturer in India with an installed cement manufacturing capacity of ~27.45 million tonnes per annum. It has five integrated cement manufacturing plants and eight cement grinding units across India. The equity shares of ACL are listed on the National Stock Exchange of India Limited ("NSE") and BSE Limited ("BSE"). Its Global Depository Receipts are listed on the Euro MTF Platform of the Luxembourg Stock Exchange.

The consolidated reported net turnover and earnings before interest, tax, depreciation and amortization ("EBITDA") of ACL for the year ended 31 December 2012, were INR 101,435 million and INR 28,219 million, respectively.

As at 30 June 2013, the paid up equity share capital of ACL consists of 1,543,763,286 equity shares of face value of INR 2 each and its shareholding pattern is as follows:

Category	% shareholding
Promoter and Promoter Group	50.55
Institutions	38.95
Non Institutions	8.24
Custodians	2.26
Total	**100.00**

Source: Management of ACL

The management of ACL represented that fully diluted equity share capital of ACL as at date (after considering conversion of outstanding warrants, employee stock options and shares kept in abeyance) is 1,552,660,231 equity shares of face value INR 2 each.

ACC Limited

ACC, incorporated in 1936, is a leading cement manufacturer in India with an installed cement manufacturing capacity of ~30 million tonnes per annum. It has 17 cement factories and more than 40 ready mix concrete plants. The equity shares of ACC are listed on the NSE and BSE.

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The consolidated reported net turnover and EBITDA of ACC for the year ended 31 December 2012 were INR 116,215 million and INR 24,599 million, respectively.

As at 30 June 2013, the paid up equity share capital of ACC consists of 187,745,356 equity shares of face value of INR 10 each and its shareholding pattern, is as follows:

Category	% shareholding
Promoter and Promoter Group	50.30
Institutions	31.15
Non Institutions	18.34
Custodians	0.21
Total	**100.00**

Source: Management of HIPL

The management of HIPL represented that fully diluted equity share capital of ACC as at date (after considering shares kept in abeyance) is 188,228,328 equity shares of face value INR 10 each.

APPROACH - BASIS OF AMALGAMATION

The proposed Transaction contemplates the merger of HIPL into ACL pursuant to the Scheme.

Arriving at the exchange ratio of equity shares for the merger of HIPL into ACL would require determining the value of the equity shares of HIPL in terms of the value of the equity shares of ACL. These values are to be determined independently but on a relative basis, and without considering the current Transaction.

HIPL is an investment company and holds investment in equity shares of ACC and ACL. Apart from these investments, HIPL does not have any other signification operations/ assets. Considering the aforementioned, equity value of HIPL has been arrived at on a 'sum of parts' basis, considering value of its investments in equity shares of ACC, ACL and book value of other assets and liabilities.

There are several commonly used and accepted methods for determining the value of the equity shares of a company, which have been considered in the present case, to the extent relevant and applicable, for valuing underlying investments in ACL and ACC, including:

1. Comparable Companies' Multiples method
2. Market Price method
3. Discounted Cash Flow method
4. Net Asset Value method

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 numerous 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. 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.

Comparable Companies' Multiple ("CCM")

Under this method, value of the equity shares of a company is arrived at by using multiples derived from valuations of comparable companies or comparable transactions, as manifested through stock market valuations of listed companies and the transaction valuation. 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 used the profitability based valuation multiple of comparable listed companies for the purpose of our analysis. We have not used the comparable transactions analysis as transaction multiples may include acquirer specified considerations, synergy benefits, control premium and minority adjustments.

Operating EBITDA of ACL and ACC has been computed considering their performance for trailing twelve months ended 31 March 2013 and adjustments, as appropriate, for non-operating income and expenses. To arrive at the total value available to the equity shareholders for ACL and ACC, value arrived as above under CCM method is adjusted, as appropriate, for cash and cash equivalent, borrowings, cash receivable on exercise of outstanding warrants and options, contingent liabilities and other matters. The total value of equity is then divided by fully diluted equity shares (considering conversion of warrants and options and shares kept in abeyance, as appropriate) to arrive at the value per equity share.

Market Price Method

The market price of an equity share as quoted on a stock exchange is normally considered as the value of the equity shares of that company where such quotations are arising from the shares being regularly and freely traded in. Further, in the case of a merger, 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 equity shares of ACL and ACC are listed on the NSE and BSE. The volume weighted share price of ACL and ACC over an appropriate period has been considered for determining the value.

Discounted Cash Flows ("DCF") Method

Under the DCF method, the projected free cash flows to the firm 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 firm.

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 lenders), weighted by their relative contribution to the total capital of the company. The opportunity cost to the equity capital provider equals the rate of return the capital provider expects to earn on other investments of equivalent risk.

To the values so obtained generally from DCF analysis, the amount of loans is adjusted to arrive at the total value available to the equity shareholders. The total value for equity shareholders is then divided by the total number of equity shares in order to work out the value per equity share.

For the purpose of DCF valuation, the free cash flow forecast is based on Financial Projections as provided by the Management.

We must emphasize that realisations of free cash flow forecast will be dependent on the continuing validity of assumptions on which they are based. Our analysis, therefore, will not, and cannot be directed to providing any assurance about the achievability of the final projections. Since the financial forecasts relate to future, actual results are likely to be different from the projected results because events and circumstances do not occur as expected, and the differences may be material. While carrying out this engagement, we have relied extensively on historical information made available to us by the management of the Companies and the respective Financial Projections for future related information. We did not carry out any validation procedures or due diligence with respect to the information provided/ extracted or carry out any verification of the assets or comment on the achievability and reasonableness of the assumptions underlying the Financial Projections, save for satisfying ourselves to the extent possible that they are consistent with other information provided to us in the course of this engagement.

To arrive at the total value available to the equity shareholders of ACL and ACC, value arrived above under DCF method is adjusted, as appropriate, for cash and cash equivalent, borrowings, cash receivable on exercise of outstanding warrants and options, deferred tax liabilities, contingent liabilities and other matters. The total value is then divided by fully diluted equity shares (considering conversion of warrants and options and shares kept in abeyance, as appropriate) to arrive at the value per equity share.

Net Asset Value (NAV) Method

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. A scheme of amalgamation would normally be proceeded with, on the assumption that the companies amalgamate as going concerns and an actual realization of the operating assets is not contemplated. In such a going concern scenario, the relative earning power is of importance to the basis of amalgamation, with the values arrived at on the net asset basis being of limited relevance. 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 base dominate earnings capability and hence, we have not considered this method for valuation.

BASIS OF AMALGAMATION

The basis of merger of HIPL into ACL would have to be determined after taking into consideration all the factors and methodologies mentioned hereinabove.Though different values have been arrived at under each of the above methodologies, for the purposes of recommending an exchange ratio of equity shares it is necessary to arrive at a single value for the equity shares of HIPL and of ACL. For this purpose, it is necessary to give appropriate weights to the values arrived at under each methodology.

Private and confidential
22 July 2013

We have assigned appropriate weightages to the value per equity share of ACL and ACC, arrived using the CCM method, Market Price Method and DCF method, to value the equity shares of ACL and ACC. Value of HIPL, has been arrived at considering its book value as at 31 December 2012 and adjustments, as appropriate, for appreciation in the investments in ACL and ACC (based on their respective values, derived as aforementioned) and dividend received/ distributed between 31 December 2012 and Valuation Date.

The Valuers have been appointed severally and not jointly and have worked independently in their analysis and after arriving at a consensus on Exchange Ratio, are issuing this Valuation Report.

In view of the above, and on consideration of the relevant factors and circumstances as discussed and outlined hereinabove, we recommend the Exchange Ratio of equity shares for the merger of HIPL into ACL at 10 (ten) equity shares of ACL of INR 2 each fully paid up for every 74 (seventy four) equity shares of HIPL of INR 10 each fully paid up.

Respectfully submitted.

For B S R and Associates
Chartered Accountants
Firm Registration No: 128901W

Mahek Vikamsey
Partner
Membership No: 108235

Dated: 22 July 2013

For Price Waterhouse & Co.
Chartered Accountants
Firm Registration No: 016844N

Rajan Wadhawan
Partner
Membership No: 090172

Dated: 22 July 2013

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CONFIDENTIAL

22nd July 2013

The Board of Directors
Ambuja Cements Limited
Elegant Business Park,
MIDC Cross Road 'B',
Off Andheri - Kurla Road,
Andheri (E), Mumbai 400059

Dear Members of the Board:

I. Engagement Background

We understand that the Board of Directors of Ambuja Cements Limited ("ACL" or "Company" or "Amalgamated Company") is considering the amalgamation of Holcim (India) Private Limited ("HIPL" or "Amalgamating Company") with the Company through a Scheme of Amalgamation under section 391-394 of the Companies Act, 1956.

The scheme envisages an amalgamation of HIPL with ACL as per the terms and conditions more fully set forth in the Scheme of Amalgamation to be placed before the Board for their approval.

In consideration of the amalgamation of the HIPL into ACL pursuant to the Scheme of Amalgamation, for every 74 equity shares of the face value of Rs. 10 each and fully paid held by the shareholders of the Amalgamating Company, the Amalgamated Company shall issue and allot 10 equity shares of the face value of Rs. 2 each fully paid up (hereinafter referred to as the "**Share Exchange Ratio**").

In connection with the aforesaid, you requested our Fairness Opinion ("**Opinion**") as of the date hereof, as to the fairness of the Share Exchange Ratio to the Equity Shareholders of the Amalgamated Company.

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II. Basis of Opinion

In the Rationale of the Scheme as explained to us by the Management of the Amalgamated Company, given the business opportunities with respect to the Cement Business in India, the Holcim Group is keen to restructure its activities in the Cement Business in India by combining the strengths of ACC Limited ("ACC") and ACL into competitive advantages. The Amalgamating Company currently holds 50.01% equity shares in ACC which consequent upon the proposed amalgamation will vest with the Amalgamated Company. This will thus enable the Amalgamated Company to realize huge potential savings and improve its revenue and margins. Further, the size of the profits and net worth of the consolidated business of the Amalgamated Company is likely to increase from the current levels consequent upon the proposed amalgamation. The proposed amalgamation is likely to enhance significantly the values and synergies for both Amalgamated Company as well as ACC and for all the stakeholders.

A brief history of each of the aforesaid companies is as under –

ACL is a Public Limited Company listed on the Bombay Stock Exchange (BSE) and National Stock Exchange (NSE). The global depository receipts issued by ACL are listed on the Euro MTF Platform of the Luxemburg Stock Exchange. It was incorporated in 1981 and is registered under the provisions of the Companies Act, 1956 (the "Act", which word shall include any statutory re-enactment or modification thereof, or amendment thereof, from time to time) and has its registered office at Elegant Business Park, MIDC Cross Road 'B', Off Andheri-Kurla Road, Andheri (E), Mumbai 400059. ACL is one of the leading cement manufacturing companies in India, with a capacity of ~28 mn Metric Tons per annum

HIPL is a private company limited by shares incorporated in the year 2002 under the Act (as hereinafter defined), having its registered office at Suite 304, Third Floor, DLF South Court, Plot A-1 Saket District Centre, Saket, Delhi – 110017. It's a wholly owned subsidiary of Holderind Investment Limited, Mauritius (HIL) and was formed to act as an investment company for downstream investment in cement manufacturing ventures in India. It holds 50.01% equity stake in ACC, which is one of the leading cement manufacturing companies India, with a capacity of ~30 mn Metric Tons per annum. It also holds 9.76% equity stake in ACL.

The key features of the Scheme and other information provided to and relied upon by us for framing an Opinion on Share Exchange Ratio are as under:

AXIS CAPITAL

1. The Amalgamated Company (ACL) is a listed Public Company. The Amalgamating Company (HIPL) is wholly owned by Holderind Investment Limited, Mauritius. Amalgamation is to be carried out under section 391 to 394 read with section 100 and other applicable provisions of the Companies Act, 1956

2. As consideration for the amalgamation, only shares in the Amalgamated Company shall be issued to all the shareholders of the Amalgamating Company

3. Upon the Scheme becoming effective, the Amalgamated Company shall record the assets (including intangible assets, if any, whether or not recorded in the books of Amalgamating Company) and liabilities of the Amalgamating Company vested in it pursuant to the Scheme at their respective fair values as per purchase method in accordance with Accounting Standard - 14 notified under the Companies Accounting Standards Rules, 2006, as amended

4. All the Shareholders of the Amalgamating Company shall become shareholders of the Amalgamated Company; HIPL's 9.76% stake in ACL to be cancelled under the scheme

5. Every shareholder of Amalgamating Company shall receive 10 equity share of Rupees Two each of Amalgamated Company for every 74 equity shares of Rupees Ten each fully paid held in Amalgamating Company as on the Record date for the implementation of the Scheme

6. There will be no change in the capital structure of either the Amalgamating Company or the Amalgamated Company except in respect of outstanding stock options that may be exercised in terms of the Amalgamated Company's employees stock option scheme(s) or tradeable warrants or outstanding global depository receipts of the Amalgamated Company that may be exercised, or shares which may be issued pursuant to the rights shares kept in abeyance. All corporate actions will be appropriately dealt with as envisaged in the scheme

7. To the extent there are inter-se loans, investments, deposits, receivables, payables or balances, between the Amalgamating Company and Amalgamated Company, the obligations/rights in respect of the same thereof shall come to an end

8. The Equity shares of the Amalgamated Company to be allotted pursuant to the Scheme shall rank for dividend, voting rights and in all respect pari passu with the existing shares of the Amalgamated Company subject to the exceptions, if any mentioned in the Scheme

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9. Share Exchange Ratio is based on the joint valuation report dated 22nd July 2013 submitted by M/s. BSR and Associates ("BSR") & Price WaterHouse & Co. ("PW&Co.") ("Joint Valuers") appointed by the Board

10. The appointed date for the amalgamation of Holcim India with Ambuja is the opening business hours of April 1, 2013

We have taken the foregoing facts (together with the other facts and assumptions set forth in section III of this Opinion) into account when determining the meaning of "fairness" for purposes of this Opinion.

III. Limitation of Scope and Review

Our Opinion and analysis is limited to the extent of review of documents as provided to us by the Amalgamated Company including the valuation report prepared by BSR and PW&Co. and a Draft of the Scheme of Amalgamation prepared by M/s. Amarchand & Mangaldas & Suresh A. Shroff & Co.

We have relied upon the accuracy and completeness of all information and documents provided to us, including:

- The unaudited financial statements of the Amalgamating Company as on March 31, 2013 and audited financial statements of the Amalgamating Company and the Amalgamated Company for the period 2010 to 2012
- The financial projections of ACC for the period Calendar Year (CY) 2013 to CY2020 and management information as provided to us by the management of HIPL
- The financial projections of ACL for the period Calendar Year (CY) 2013 to CY2020 and management information as provided to us by the management of ACL
- Other information, explanations and representations provided by the management of the companies.

We have not carried out any due diligence or independent verification or validation of such information to establish its accuracy or sufficiency. We have not conducted any independent valuation or appraisal of any of the assets or liabilities of the Amalgamating Company and / or its subsidiaries or the Amalgamated Company and / or its subsidiaries. In particular, we do not express any opinion as to the value of any asset of the Amalgamating Company and / or its subsidiaries or the Amalgamated Company and / or its subsidiaries, whether at current prices or in the future. No investigation of the Companies claim to title of assets has been made for the purpose of the exercise and the Companies claim to such rights has been assumed to be valid. No consideration has been given to liens or encumbrances against

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the assets, beyond the loans disclosed in the account. Therefore, no responsibility whatsoever is assumed for matters of a legal nature.

One should note that valuation is not an exact science and that estimating values necessarily involves selecting a method or approach that is suitable for the purpose. Moreover, in this case where shares of the Amalgamated Company are being issued as consideration to the shareholders of Amalgamating Company, it is not the absolute per share values that are important for framing an opinion but the relative per share values of the Amalgamated Company vis-a-vis the Amalgamating Company.

In rendering our Opinion, we have assumed, that the Scheme will be implemented on the terms described therein, without any waiver or modification of any material terms or conditions, and that in the course of obtaining the necessary Regulatory or third party approvals for the Scheme, no delay, limitation, restriction or condition will be imposed that would have an adverse effect on the Amalgamating Company and / or its subsidiaries, Amalgamated Company and / or its subsidiaries and their respective Shareholders.

We do not express any Opinion as to any tax or other consequences that might arise from the Scheme on the Amalgamating Company and / or its subsidiaries, Amalgamated Company and / or its subsidiaries and their respective shareholders, nor does our Opinion address any legal, tax, regulatory including all SEBI regulations or accounting matters, as to which we understand that the Amalgamated Company has obtained such advice as it deemed necessary from qualified professionals.

We assume no responsibility for updating or revising our Opinion based on circumstances or events occurring after the date hereof. Our Opinion is specific to the Amalgamation of the Amalgamating Company and Amalgamated Company as contemplated in the Scheme provided to us and is not valid for any other purpose. It is to be read in totality, and not in parts, in conjunction with the relevant documents referred to therein.

Our opinion also does not address any matters otherwise than as expressly stated herein, including but not limited to matters such as corporate governance matters, shareholders rights or any other equitable considerations. We have also not opined on the fairness of any terms and conditions of the Scheme of Amalgamation other than the fairness, from financial point of view, of the Share Exchange Ratio.

We have in the past provided, and may currently or in the future provide, investment banking services to the Amalgamated Company and/or its subsidiaries or their respective affiliates that are unrelated to the proposed Scheme, for which services we have received or may receive customary fees. In addition,

AXIS CAPITAL

in the ordinary course of their respective businesses, affiliates of Axis Capital Ltd. may invest in securities of the Amalgamated Company and / or its subsidiaries or group companies or for their own accounts and for the accounts of their customers and, accordingly, may at any time hold a position in such securities. Our engagement and the Opinion expressed herein are for the benefit of the Board of Directors of the Amalgamated Company in connection with its consideration of the Scheme and for none other. Neither Axis Capital Ltd., nor its affiliates, partners, directors, shareholders, managers, employees or agents of any of them, makes any representation or warranty, express or implied, as to the information and documents provided to us, based on which the Opinion has been issued. All such parties and entities expressly disclaim any and all liability for, or based on or relating to any such information contained therein.

The fee for our services is not contingent upon the results of the proposed amalgamation. This Opinion is subject to the laws of India.

Our Opinion is not intended to and does not constitute a recommendation to any shareholder as to how such holder should vote or act in connection with the Scheme or any matter related thereto.

IV. Conclusion

Based on and subject to the foregoing, we are of the opinion that, as of the date hereof, Share Exchange Ratio is fair to the Equity shareholders of the Amalgamated Company.

Very truly yours,

For Axis Capital Ltd.

Lalit Ratadia
Managing Director
Investment Banking

NATIONAL STOCK EXCHANGE OF INDIA LIMITED

NIFTY 50 Stock of the nation

September 17, 2013

Ref: NSE/LIST/216257-C

The Company Secretary
Ambuja Cements Limited
Elegant Business Park
D Block, MIDC Cross Road 'B'
Andheri Kurla Road,
Andheri (East)
Mumbai - 400 059.

Kind Attn.: Mr. Rajiv Gandhi

Dear Sir,

Sub.: Observation letter for Scheme of Amalgamation under sections 391 to 394 read with section 100 and other applicable provisions of the Companies Act 1956 amongst Holcim (India) Private Limited and Ambuja Cements Limited and their respective shareholders and creditors.

We are in receipt of the draft Scheme of Amalgamation under sections 391 to 394 read with section 100 and other applicable provisions of the Companies Act 1956 amongst Holcim (India) Private Limited and Ambuja Cements Limited and their respective shareholders and creditors.

We have perused the draft Scheme of Amalgamation and the related documents/details submitted by Ambuja Cements Limited including the confirmation of the Company Secretary that the Scheme so submitted does not in any way violate, over-ride or circumscribe the provisions of Securities Laws or the Stock Exchange requirements.

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 vide its letter dated September 16, 2013 has given following comments on the draft scheme of amalgamation:

a) In the interest of minority shareholders and the investors at large, the agreement dated July 31, 2013 (as mentioned in Page 7 of draft Scheme of Arrangement), has been treated **"as a part of draft Scheme of Arrangement"** for the purpose of compliance with SEBI Circular CIR/CFD/DIL/5/2013 dated February 4, 2013 and clarificartory Circular CIR/CFD/DIL/8/2013 dated May 21, 2013. Accordingly, Para 7 of Circular dated May 21, 2013 shall also be complied with **separately** for the said agreement dated July 31, 2013 and the draft Scheme of Arrangement.

b) The company would be required to comply with all requirements as per Part A, Annexure I of the Circular CIR/CFD/DIL/5/2013 dated February 4, 2013 and clarificatory Circular CIR/CFD/DIL/8/2013 dated May 21, 2013.

Exchange Plaza, Bandra Kurla Complex, Bandra (E), Mumbai 400051, India. • Tel: +91 22 26598235/36, 26598346 • Fax: +91 22 26598237/38
E-mail : cmlist@nse.co.in • Web site: www.nseindia.com

c) The information submitted vide various letters from ACL including summary workings to valuation report are disseminated from the date of this letter on the website of the listed company along with various documents submitted pursuant to the Circular.

d) To ensure that the above comments are brought to the notice of Hon'ble Court appropriately.

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.

Yours faithfully,
For National Stock Exchange of India Limited

Patel KM

Kamlesh Patel
Manager

BSE Limited Registered Office : Floor 25, P J Towers, Dalal Street, Mumbai 400 001 India
T: +91 22 2272 1234 / 33 F: +91 22 2272 1003 www.bseindia.com

BSE EXPERIENCE THE NEW

Ref: DCS/AMAL/RT/24(f)/248/2013-14 September 17, 2013

The Company Secretary
Ambuja Cements Limited.
P. O. Ambujanagar,
Taluka Kodinar, Junagadh ,
Gujarat 362715

Dear Sir;

Sub: Observation letter regarding the Scheme of Amalgamation of Holcim (India) Private Limited with the company.

We refer to your draft Scheme of Arrangement under Sections 391 to 394 of the Companies Act, 1956 involving Scheme of Amalgamation of Holcim (India) Private Limited with the company.

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 vide the e-mail dated September 16, 2013 has given the following comment(s) on the draft scheme of arrangement:

a) *" amalgamation of HIPL into ACL is a two part transaction, the first part is payment of cash consideration of Rs.3500 crores approximately (page 7 of the draft scheme of arrangement) through agreement dated July 31, 2013 and the second part is through the draft scheme of arrangement. Further, the agreement dated July31, 2013 shall not be acted upon unless the draft Scheme of Arrrangement is approved as is evident from the terms of clause 5 of the said agreement and submitted by the company vide letter dated August 30, 2013 forwarded by NSE vide letter dated September 02, 2013.*

b) *"the company shall duly comply with various provisions of the Circular." .*

c) *"In the interest of the minority shareholders and investors at large , the agreement dated july31, 2013(as mentioned in page 7 of the draft scheme of arrangement), has been treated as a part of the draft scheme of arrangement for the purpose of compliance with SEBI Circular CIR/CFD/DIL/5/2013 dated February 4, 2013 and clarificatory Circular CIR/CFD/DIL/8/2013 dated May 21, 2013.Accordingly, Para 7 of circular dated May 21, 2013 shall also be complied with separately for the said agreement dated July 31, 2013 and the draft scheme of Arrangement.*

d) *"the company shall duly comply with all the requirements as per Part A, Annexure I of the Circular CIR/CFD/DIL/5/2013 dated February 4, 2013 and clarificatory Circular CIR/CFD/DIL/8/2013 dated May 21, 2013.*

e) *"the Company is advised that all the information submitted by it including summary workings to the valuation report are disseminated from the date of this letter on the website of the company along with various documents submitted pursuant to the circular.*

f) ***"the company shall bring the above comments to the notice of the Hon'ble court appropriately.***

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 in your application for approval of the scheme of arrangement.

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.

Yours faithfully,

Jayesh Ashtekar
Manager

Bhuvana Sriram
Deputy Manager

Ref:

Ambuja Cement

23rd August, 2013

To,

1.	**National Stock Exchange of India Ltd.** Exchange Plaza, 5th Floor Plot No. C/1, G Block Bandra – Kurla Complex Bandra (East) Mumbai – 400 051 **NSE Scrip Code: AMBUJACEM**	2.	**BSE Limited** Corporate Relationship Department Phiroze Jeejeebhoy Towers Dalal Street Fort Mumbai – 400 001 **BSE Scrip Code: 500425**

Dear Sir,

Re: Scheme of Amalgamation between Holcim (India) Private Limited, Ambuja Cements Limited and their respective shareholders and creditors under Sections 391 to 394, read with Section 100 and other applicable provisions of the Companies Act, 1956

&

Re: Our application under Clause 24(f) of the Equity Listing Agreement dated August 1, 2013

&

Re: Securities and Exchange Board of India circular number CIR/CFD/DIL/5/2013 dated February 4, 2013 ("SEBI Feb 4 Circular") read with circular number CIR/CFD/DIL/8/2013 dated May 21, 2013

&

Re: Complaints Report

We refer to our letter dated August 1, 2013, submitting our application under Clause 24(f) of the equity listing agreement.

1. In accordance with Clause 5.15 of the SEBI Circular dated February 4, 2013, we hereby confirm that we have not received any complaints (either at our Registered Office or our Corporate Office or through e-mail). We further hereby confirm that our Registrar and Transfer Agent, Sharepro Services (India) Pvt. Ltd., has also not received any complaints in this regard.

2. We further confirm that we have not been forwarded any complaints by the National Stock Exchange of India Limited, BSE Limited or the Securities and Exchange Board of India in this regard.

3. We are hereby enclosing the complaints report indicating NIL complaints received on the draft scheme submitted with the application referred to at paragraph 1 above.

4. The complaints report will also be uploaded on the website of the Company, at https://www.ambujacement.com/scheme_amalgamation.php, as required under Clause 5.11 of the above mentioned SEBI Circular.

Thanking you,

Yours faithfully,

For **AMBUJA CEMENTS LIMITED**

Rajiv M. Gandhi

Rajiv Gandhi
Company Secretary and Compliance Officer

AMBUJA CEMENTS LTD.

Encl.: a/a

AMBUJA CEMENTS LIMITED
Elegant Business Park, MIDC Cross Road 'B', Off Andheri - Kurla Road, Andheri (E), Mumbai - 400 059
Tel. : (91-22) 6616 7000 / 4066 7000, Fax : (91-22) 6616 7711 / 4066 7711
Regd. Off. : P. O. Ambuja Nagar, Taluka - Kodinar, Dist. - Junagadh, Gujarat

Ambuja Cement

Complaints Report

(From August 1, 2013 to August 22, 2013)

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	Not Applicable
5.	Number of complaints pending	Not Applicable

Part B

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

Thanking you.

Yours faithfully,

For **AMBUJA CEMENTS LIMITED**

Rajiv M. Gandhi

AMBUJA CEMENTS LTD.

Rajiv Gandhi
Company Secretary and Compliance Officer

AMBUJA CEMENTS LIMITED
Elegant Business Park, MIDC Cross Road 'B', Off Andheri - Kurla Road, Andheri (E), Mumbai - 400 059
Tel. : (91-22) 6616 7000 / 4066 7000, Fax : (91-22) 6616 7711 / 4066 7711
Regd. Off. : P. O. Ambuja Nagar, Taluka - Kodinar, Dist. - Junagadh, Gujarat

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
(IN ITS ORIGINAL JURISDICTION)
COMPANY APPLICATION NO. 271 OF 2013

In the matter of the Companies Act, 1956;

-And-

In the matter of Application under Sections 391 to 394 read along with Section 100 and other relevant provisions of the Companies Act, 1956;

-And-

In the matter of Ambuja Cements Limited, [CIN: L26942GJ1981PLC004717], a public limited company, incorporated under the provisions of the Companies Act, 1956, having its registered office at P.O. Ambujanagar, Taluka Kodinar, Gir Somnath- 362 715, Gujarat;

-And-

In the matter of Scheme of Amalgamation amongst Holcim (India) Private Limited and Ambuja Cements Limited and their respective shareholders and creditors.

Ambuja Cements Limited,
[CIN: L26942GJ1981PLC004717], a public limited company, incorporated under the provisions of the Companies Act, 1956, having its registered office at P.O. Ambujanagar, Taluka Kodinar, Gir Somnath- 362 715, Gujarat } ... Applicant Company

FORM OF PROXY

I/We, the undersigned equity shareholder/s of the Applicant 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 equity shareholders of the Applicant Company to be held at P.O. Ambujanagar, Taluka Kodinar, Gir Somnath- 362 715, Gujarat, the registered office of the Applicant Company, on Saturday 23rd day of November, 2013 at 10:00 a.m. in the forenoon, for the purpose of considering and, if thought fit, approving, with or without modification, the proposed Scheme of Amalgamation amongst Holcim (India) Private Limited and Ambuja Cements Limited and their respective shareholders and creditors (the "Scheme") under Sections 391 to 394 read along with section 100 of the Companies Act, 1956 and at such meetings and at any adjournment or adjournments thereof, to vote, for me/us and in my/our name _____ (here, 'if for', insert 'for'; 'if against', insert 'against') the said Scheme, either with or without modification*, as my/our proxy may approve.

** Strike out what is not necessary.*

Dated this _____ day of _____ 2013.

Affix Re.1/- Revenue Stamp

(Signature)

Name : _____

Address : _____

_____

No. of shares held : _____
(For Demat holding)
DP ID : _____ Client ID : _____ Folio No. : _____
(For Physical holding)

Signature of Shareholder(s):

Sole holder / First holder : _____

Second holder : _____

Third holder : _____

Signature of Proxy : _____

NOTES:

1. Alterations, if any, made in the Form of Proxy should be initialed.
2. Proxy forms must be deposited at the registered office of the Applicant Company at P.O. Ambujanagar, Taluka Kodinar, Gir Somnath- 362 715, Gujarat, not later than FORTY EIGHT hours before the scheduled time of the commencement of the said meeting.
3. In case of multiple proxies, the proxy later in time shall be accepted.

AMBUJA CEMENTS LIMITED

Regd. Office: P.O. Ambujanagar, Taluka Kodinar, Gir Somnath- 362 715, Gujarat

ATTENDANCE SLIP

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

I hereby record my presence at the meeting of the equity shareholders of the Applicant Company, convened pursuant to an Order dated Tuesday the 15th day of October, 2013 of the Hon'ble High Court of Gujarat at Ahmedabad, convened and held at P.O. Ambujanagar, Taluka Kodinar, Gir Somnath - 362 715, Gujarat, the registered office of the Applicant Company, on Saturday the 23rd day of November, 2013 at 10:00 a.m. in the forenoon.

Name and address of the equity shareholder : _____

_____

Folio No. : _____ DP ID No.* : _____

Client ID No.* : _____ No. of share(s) held : _____

Signature : _____

Name of the proxy holder/
Authorised representative : _____

** Applicable for shareholder(s) holding shares in dematerialised form.*

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