



SAGAR CEMENTS LIMITED

Ref:SCL:SEC:2023-24

28th April 2023

The National Stock Exchange of India Ltd.,
“Exchange Plaza”, 5th Floor
Bandra – Kurla Complex
Bandra (East)
Mumbai – 400 051

The Secretary
Bombay Stock Exchange Limited
P J Towers
Dalal Street
Mumbai – 400 001

Symbol SAGCEM
Series EQ
ISIN INE 229C01021

Scrip Code: 502090

Symbol SAGCEM
Series DEBT
ISIN INE433R07016

Dear Sirs,

Sub: Submission of draft Scheme of Amalgamation under Regulation 37 (6) of the SEBI (LODR) Regulations 2015

...

We refer to our letters dated 29th January, 2022 and 21st December, 2022 informing your esteemed Exchange of our Board’s proposal to merge our wholly-owned subsidiary viz., Jajpur Cements Private Limited with us and approval of a draft scheme for the purpose.

Further to the said letters, we are submitting herewith a copy of the said Scheme of Amalgamation as required under Regulation 37 (6) of the SEBI (LODR) Regulations 2015, before the same is filed with the National Company Law Tribunal.

Should you require any clarification / details on the Scheme, we would be pleased to furnish you with the same on hearing from you.

Thanking you

Yours faithfully
For Sagar Cements Limited


R. Soundararajan
Company Secretary

Encl: a.a.



Registered Office : Plot No. 111, Road No.10, Jubilee Hills, Hyderabad - 500033, Telangana State, India.

Phone : +91-40-23351571, 23356572 Fax : +91-40-23356573 E-mail : info@sagarcements.in Website : www.sagarcements.in

CIN : L26942TG1981PLC002887 GSTIN : 36AACCS8680H2ZY

Factories : Mattampally Village & Mandal, Suryapet District, Telangana State - 508204. Phone : 08683 - 247039 GSTIN : 36AACCS8680H1ZZ

Bayyavaram Village, Kasimkota Mandal, Anakapally District, Andhra Pradesh State - 531031. Phone : 08924-244550 Fax : 08924-244570 GSTIN : 37AACCS8680H1ZX

Gudipadu Village, Yādiki Mandal, Ananthapur District, Andhra Pradesh State - 515408. Phone: 08558-200272 GSTIN : 37AACCS8680H1ZX

SCHEME OF AMALGAMATION
OF
JAJPUR CEMENTS PRIVATE LIMITED
(TRANSFEROR COMPANY)
WITH
SAGAR CEMENTS LIMITED
(TRANSFEE COMPANY)
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
UNDER SECTIONS 230 TO 232
AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013

1. PREAMBLE

This Scheme of Amalgamation (hereinafter referred to as "Scheme") is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and the Rules framed thereunder [including any statutory modification(s) or re-enactment(s) thereof, if any] for the amalgamation of Jajpur Cements Private Limited (hereinafter referred to as the "Transferor Company") with Sagar Cements Limited (hereinafter referred to as the "Transferee Company").

The Transferor Company is a wholly owned subsidiary of the Transferee Company since the Transferee Company along with its nominees holds the entire paid up share capital of the Transferor Company.

2. RATIONALE FOR THE SCHEME

Currently, Transferor Company is engaged in the business of manufacturing of cements at its manufacturing unit at Jajpur in Odisha and doing the same business activity of Transferee Company.

The Board of Directors of the Transferor Company and the Transferee Company envisage the following benefits pursuant to the Amalgamation of the Transferor Company with the Transferee Company:

- 2.1. Reduction in the cost of overheads and improvement in professional management.
- 2.2. Reduction in multiplicity of legal and regulatory compliances and simplification of group structure.
- 2.3. Enhance the scale of operations thereby providing significant impetus to the growth of the Transferee Company, since both the Transferor and the Transferee Companies are engaged in same line of business that could draw upon synergies between the Transferor Company and the Transferee Company.

For SAGAR CEMENTS LIMITED


Dr. S. ANAND REDDY
MANAGING DIRECTOR
DIN: 00123870

For JAJPUR CEMENTS PRIVATE LIMITED


S. SREEKANTH REDDY
MANAGING DIRECTOR
DIN: 00123889



- 2.4. Consolidation of Transferor Company with the Transferee Company by way of amalgamation would lead to a more efficient utilization of capital and improved financial structure.
- 2.5. The benefit of consolidation of financial resources, managerial and technical expertise of the Transferor Company and the Transferee Company shall be available to the Transferee Company leading to the overall optimization of operational and administration costs.
- 2.6. The amalgamation will rationalize and optimize the group legal entity structure to ensure greater alignment of the businesses by reducing number of legal entities and also statutory compliances.
- 2.7. The consolidation of businesses will achieve synergies in business activity, focused attention, centralized administration, economy of operation, integrated business approach and greater efficiency.

In order to achieve the above objectives, the Board of Directors of the Transferor Company and the Transferee Company, at their respective meetings, have approved the proposed Scheme of Amalgamation and have decided to make the requisite applications to the National Company Law Tribunal ('NCLT') under Sections 230 and 232 of the Companies Act, 2013, for the sanction of this Scheme of Amalgamation of the Transferor Company with the Transferee Company. This Scheme also makes provision for various other matters consequential or related thereto and otherwise integrally connected therewith.

There are no proceedings/investigation pending against the Transferor Company and the Transferee Company under Section 210 of the Companies Act, 2013.

PARTS OF THE SCHEME

This Scheme of Amalgamation is divided into the following parts:

- a) **PART I** - Deals with definitions, interpretation of the Scheme, date of taking effect and operative date, and description of Companies.
- b) **PART II** - Deals with transfer of Undertaking of the Transferor Company, transfer of liabilities, encumbrances, taxes, effect of scheme, inter-se transactions, contracts, deeds, licenses etc., legal proceedings, conduct of business till Effective Date, employees, saving of concluded transactions, others, cancellation and no issue of shares, accounting treatment, validity of existing resolutions, etc. and consolidation of authorised capital.
- c) **PART III** - Deals with dissolution without winding up, applications to the NCLT, modifications or amendments to this Scheme, Scheme conditional on approvals and sanctions, effect of non-receipt of approvals/sanctions, costs and miscellaneous.


PART - I

3. DEFINITIONS

In this Scheme (as defined hereafter), unless repugnant to the meaning or context thereof, the following expressions shall have the meanings as mentioned herein below:

- 3.1. "**Act**" means the Companies Act, 2013 [as amended including any statutory modification(s) or re-enactment(s) or amendment(s) thereof] and Rules and Regulations made thereunder, for the time being in force, and which may relate or are applicable to the amalgamation;

For SAGAR CEMENTS LIMITED


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MANAGING DIRECTOR

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For JAJPUR CEMENTS PRIVATE LIMITED

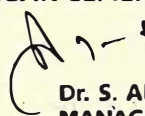

S. SREEKANTH REDDY
MANAGING DIRECTOR

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- 3.2. **"Applicable Laws"** means any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, listing regulations, approval of any competent authority, directive, notification, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any competent authority having jurisdiction over the matter in question, whether in effect as of the date of this Scheme or at any time thereafter;
- 3.3. **"Appropriate Authority"** means and includes any Governmental, Statutory, Departmental or Public Body or Authority, including Registrar of Companies, Regional Director, Official Liquidator, Securities and Exchange Board of India, Stock Exchanges and National Company Law Tribunal or such other Sectoral Regulators or authorities as may be applicable;
- 3.4. **"Appointed Date"** for the purpose of this Scheme and the Income Tax Act, 1961 (hereinafter referred to as "IT Act") means April 01, 2022 or such other date as the NCLT may direct or approve under the relevant provisions of the Act;
- 3.5. **"Board of Directors"** or **"Board"** shall mean Board of Directors of the Transferor Company or the Transferee Company, as the case may be or any committee thereof duly constituted or any other person duly authorised by the Board for the purpose of this Scheme;
- 3.6. **"Effective Date"** means the date or last of the dates on which certified copy of the order of the NCLT sanctioning this Scheme is filed by the Transferor Company and the Transferee Company with the RoC;
- 3.7. **"Encumbrance"** and its co-related words **"Encumbered"** means (a) any mortgage, pledge, lien, charge (whether fixed or floating), hypothecation, assignment, deed of trust, title retention, right of set-off or counterclaim, security interest, security letter conferring any priority of payment in respect of, any obligation of any Person; (b) purchase or option agreement or arrangement, right of first refusal, right of first offer, restriction on voting; (c) subordination agreement or arrangement; (d) agreements to create or effect any of the foregoing; (e) interest, option, or transfer restriction in favour of any Person; (f) any adverse claim as to title, possession or use and (g) any encroachment on immovable properties;
- 3.8. **"Financial Statements"** means the annual accounts (including balance sheet, cash flow statement and profit and loss account) of the Transferor Company and/or Transferee Company;
- 3.9. **"GST Regulations"** means applicable provisions of the Central Goods and Services Tax Act, 2017 and/or the Integrated Goods and Services Tax Act, 2017 and/or respective State Goods and Services Tax Act and/or the Union Territory Goods and Services Tax Act, 2017 along with the applicable rules made thereunder;
- 3.10. **"INR"** or **"Rs."** means Indian Rupees;
- 3.11. **"IT Act"** means the Income-Tax Act, 1961 or any statutory modification or re-enactment thereof and the rules made thereunder;
- 3.12. **"Listing Regulations"** means Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and shall include any statutory modifications, re-enactment or amendment thereof to the extent in force;
- 3.13. **"NCLT"** means the National Company Law Tribunal, Hyderabad Bench at Hyderabad;
- 3.14. **"Proceedings"** shall have the meaning ascribed to it under Clause 14 of this Scheme;
- 3.15. **"RoC"** means the Registrar of Companies, Hyderabad, having jurisdiction over the Transferor Company and the Transferee Company;

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- 3.16. **"Scheme"** or **"this Scheme"** or **"Scheme of Amalgamation"** means this Scheme of Amalgamation in its present form approved by the respective Boards of the Transferor Company and the Transferee Company as submitted to the NCLT or with any modification(s) made under Clause 25 of this Scheme or with such other modifications or amendments as the NCLT may direct, as may be approved for sanction by the NCLT;
- 3.17. **"Stock Exchanges"** means BSE Limited and National Stock Exchange of India Limited collectively;
- 3.18. **"Transferee Company"** means **"Sagar Cement Limited"** and has the meaning ascribed to it under Clause 6.2 of this Scheme;
- 3.19. **"Transferor Company"** means **"Jajpur Cements Private Limited"** and has the meaning ascribed to it under Clause 6.1 of this Scheme;
- 3.20. **"Transition Period"** means period starting from the Appointed Date till the Effective Date;
- 3.21. **"Undertaking of Transferor Company"** shall mean all the undertaking and entire business of the Transferor Company as a going concern, including, without limitation:
- (a) all the assets and properties, both movable and immovable, and amounts receivable or belonging to the Transferor Company as on the Appointed Date;
 - (b) all the present employees engaged by the Transferor Company, as on the Effective Date;
 - (c) all debts, liabilities (including contingent liabilities, present and /or future), duties and obligations of the Transferor Company as on the Appointed Date; and includes all reserves, movable and immovable properties (real and personal, tangible or intangible, freehold or leasehold, corporeal and in-corporeal, in possession, or in reversion, present and contingent of whatsoever nature, wherever situated) and assets without being limited to all its lands, roads, buildings, plant and machinery, office equipment, accessories, vehicles, electrical installations, cash in hand, amounts held with the lenders/banks to the credit of the Transferor Company and all other assets of the Transferor Company, including all investments whether in securities, shares, stocks, scrips, debentures or otherwise, deposits, earnest monies/ security deposits or entitlements in connection with or relating to this business undertaking, as per records of the Transferor Company, claims, powers, authorities, allotments, all statutory licenses, approvals (including the approvals granted by any regulatory authority under any of the Laws, consents, registration, contracts, engagements, arrangements, rights, titles, interests, benefits, advantages, leasehold rights, tenancy rights, other intangibles, industrial and other licenses, permits, authorizations, quota rights, trademarks, patents and other industrial and intellectual property rights, all other rights (including but not limited to right to use and avail electricity connections, water connections, environmental clearances, telephone connections, facsimile connections, telexes, e-mail, internet, leased line connections and installations, lease rights, easements, powers and facilities), import quotas, sundry debtors, inventories, bills of exchange, deposits, loans and advances, agencies of the Transferor Company, rights and benefits of and under all agreements, contracts and arrangement, memoranda of understanding, expressions of interest whether under agreement or otherwise and all other interests in connection with or relating to the Transferor Company and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approval of whatsoever nature including but not limited to benefits of all tax reliefs, deductions, exemptions, including, under the IT Act or any other applicable taxation law, including credit for advance tax (including foreign tax credit, TDS credit, minimum alternative tax credit), taxes deducted and deposited at source, including carried forward losses of all types under the IT Act including unabsorbed depreciation as per books/MAT computation, CENVAT Credit/VAT/sales tax credits/credit under the GST regulations, service tax credits, deductions for contribution towards provident fund, gratuity fund, superannuation fund and any other special employee related funds, bonus and other incentives paid to employees, sales tax set off, deduction for any tax, duty, cess or fee paid, whether or not allowable as a deduction under section 43B or 40(a) of the IT Act, all necessary records, files, papers, engineering and process information,

For SAGAR CEMENTS LIMITED


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computer programmes, manuals, data, catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, customer credit information, customer pricing information and other records in connection with or relating to the Transferor Company, whether in physical or electronic form.

4. INTERPRETATION OF THE SCHEME

In this Scheme, unless the context otherwise requires:-

- 4.1. References to persons shall include individuals, bodies corporate (wherever incorporated), and unincorporated associations and partnerships.
- 4.2. The headings, sub-headings, titles, sub-titles to clauses, sub-clauses and paragraphs are inserted for ease of reference only and shall not form part of the operative provisions of this Scheme and shall not affect the construction or interpretation of this Scheme.
- 4.3. Words in the singular shall include the plural and vice versa.
- 4.4. The provisions of this Scheme have been drawn up to comply with the conditions relating to amalgamation. If any terms or provisions of this Scheme are found or interpreted to be inconsistent with the provisions of the amalgamation in terms of Section 2(1B) of the IT Act at a later date or defeats the objects of the amalgamation contemplated herein, including resulting from an amendment of Applicable Laws or for any other reason whatsoever, the provisions of the amalgamation under the IT Act shall prevail and this Scheme shall stand modified to the extent determined necessary to comply with the provisions of the amalgamation under the IT Act and the objects sought to be achieved by this Scheme. Such modifications will however, not affect the other parts of this Scheme.
- 4.5. All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other Applicable Laws.

5. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme as set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT shall be effective and operative from the Appointed Date.

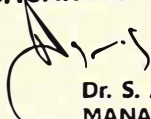
6. DESCRIPTION OF COMPANIES:

6.1. Transferor Company or Jajpur Cements Private Limited

- 6.1.1. **Jajpur Cements Private Limited**, a Private Limited Company, bearing CIN: U26922TS2010PTC171799 was originally incorporated on 19.07.2010 under the name and style of M/s Jajpur Cements Private Limited in the State of Odisha. Later on, the Company had changed its registered office from the State of Odisha to State of Telangana by virtue of passing a special resolution on 29.09.2022 and after obtaining necessary approval from the Regional Director, Eastern Region, Kolkata dated 05.12.2022. The 'Transferor Company' has its registered office presently at Plot No.111, Road No.10, Jubilee Hills, Hyderabad – 500033, Telangana, India.

The Transferor Company is engaged in the business of manufacturing, producing, processing, and dealing in cement.

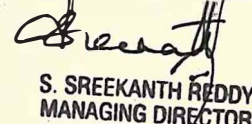
For SAGAR CEMENTS LIMITED



Dr. S. ANAND REDDY
MANAGING DIRECTOR

DIN: 00123870

For JAJPUR CEMENTS PRIVATE LIMITED



S. SREEKANTH REDDY
MANAGING DIRECTOR

DIN: 00123889



6.1.2. The details of the share capital of the Transferor Company is given below:

Share Capital as on March 31, 2022

Authorized Capital

Particulars	Amount in Rs.
11,00,00,000 (Eleven Crore only) Equity Shares of Rs.10/- (Rupees Ten only) each	110,00,00,000
Total	110,00,00,000

Issued, Subscribed and Paid-up Capital

Particulars	Amount in Rs.
10,76,80,000 (Ten Crore Seventy Six Lakh and Eighty Thousand only) fully paid-up Equity Shares of Rs.10/- (Rupees Ten only) each	107,68,00,000
Total	107,68,00,000

Subsequent to March 31, 2022, there has been no change in the authorised, issued, subscribed and paid up share capital of the Transferor Company.

6.1.3. The Main Objects of the Transferor Company as provided in the Clause III of its Memorandum of Association are given below:

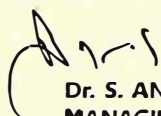
1. To produce, manufacture, treat, process, convert, prepare, refine, import, export, purchase, sell and generally to deal in either as principals or as agents either solely or in partnership with others, all types and kinds of cement ordinary, white, coloured, Portland, Pozzolana, Alumina, Blast Furnace, Silica, lime and limestone, clinker and/or by-products thereof, as also cement products of any or all descriptions, such as pipes, poles, slabs, asbestos sheets, blocks, tiles, garden wares, Plaster of pads, lime pipes, building materials and otherwise and articles, things, compounds and preparations connected with the aforesaid products and in connection therewith to take on lease or otherwise acquire, erect, construct, establish, work, operate and maintain factories, quarries, mines and workshop and also to manufacture and sell ready mix cements for constructions of buildings and industrial structures.
2. To carry on the business of providing services for Technical, managerial and marketing to cement industries.

6.2. Transferee Company or Sagar Cements Limited

6.2.1. **Sagar Cements Limited**, a Public Limited Company, bearing CIN: L26942TG1981PLC002887 was incorporated on 15.01.1981 under the name and style of M/s. Sagar Cements Limited in the then State of Andhra Pradesh (now the State of Telangana by virtue of A.P. State Re-organization Act, 2014). The 'Transferee Company' has its registered office presently at Plot No. 111, Road No.10, Jubilee Hills, Hyderabad – 500033, Telangana, India.

The 'Transferee Company' is engaged in the business of manufacturing, producing, processing, and dealing in cement and their ancillaries etc.

For SAGAR CEMENTS LIMITED



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For JAJPUR CEMENTS PRIVATE LIMITED



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6.2.2. The details of the share capital of the Transferee Company are given below:

Share Capital as on March 31, 2022

Authorized Capital

Particulars	Amount in Rs.
69,75,00,000 (Sixty Nine Crore Seventy Five Lakh only) Equity Shares of Rs.2/- (Rupees Two only) each	139,50,00,000
4,30,00,000 (Four Crore Thirty Lakh only) Preference Shares of Rs.10/- (Rupees Ten only) each	43,00,00,000
Total	182,50,00,000

Issued, Subscribed and Paid-up Capital

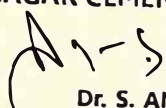
Particulars	Amount in Rs.
11,75,00,000 (Eleven Crore and Seventy Five Lakh only) fully paid-up Equity Shares of Rs.2/- (Rupees Two only) each	23,50,00,000
Total	23,50,00,000

Subsequent to March 31, 2022, the Company issued and allotted 1,32,07,548 fully paid Equity Shares of Rs.2/- (Rupees Two only). With this allotment the paid-up share capital of the Company has been increased to Rs.26,14,15,096.

6.2.3. The Main Objects of the Transferee Company as provided in the Clause III of its Memorandum of Association are given below:

1. To produce, manufacture, refine, prepare, process, purchase, import, export, sell and generally to deal in all kinds of Cement, Cement products of any description, limestone, gypsum, kankar and/or byproducts thereof and in connection therewith to acquire, erect, construct, establish, operate and maintain cement factories, quarries, workshops and other work relating thereto.
2. To fabricate, manufacture and deal in all kinds of cement plants, apparatus, mining equipment, tools, utensils and materials and things necessary or convenient for carrying on the manufacture of cement and mining operations.
3. To own, explore, take on lease, or otherwise acquire any area, mining lease, quarries and to do all such other acts and deal in all such other things as may be conducive to and allied to the business of the company.
4. To carry on the business of buying and selling cement, bricks, limestone, sand or other earthy material or manufactured product such as tails, pavement and roofing materials. To deal in lime, plaster, clay, coke, fuel, timber, artificial stone and builders requisites and appliances.
5. To acquire the quarries and mines of Granite and Marble and all kinds of other stones and quarry the same directly or through contractors and to act as dealers, distributors, merchants, exporters, importers, stockists and agents of raw finished, semi-finished granite and marble stones including polished or flamed tiles, panels and tomb stones.
6. To carry on the business as manufacturers, dealers, distributors, exporters, and importers, stockists, and agents of high-tech building materials like, mortars, glues, gouts, for installation of tiles, pavers, bricks, marbles, water proofing membranes, rapid hardening compounds, non-shrinkable compounds, anticorrosive compounds and plain and corrugated sheets used in building construction by importing technology, know-how by foreign collaboration or indigenously.
7. To carry on the business as manufacturers, dealers, distributors, exporters, and importers, stockists, and agents of all types of non-explosive demolishing agents used in mining, quarries, and construction works and for demolition of concrete and civil works, by importing technology, know-how by foreign collaboration, or indigenously.

For SAGAR CEMENTS LIMITED



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8. To promote, own, run, install, takeover, set up power plants of any kind as may be permitted by law and to generate, co-generate, transmit, buy and distribute electric power for captive consumption, accumulation, sale and re-sale.

PART – II

AMALGAMATION OF TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

7. TRANSFER OF UNDERTAKING OF THE TRANSFEROR COMPANY

7.1. General

Upon this Scheme coming into effect and with effect from the Appointed Date defined in Clause 3.4 in Part I of the Scheme, the Undertaking of the Transferor Company shall, pursuant to the sanction of this Scheme by the NCLT and in accordance with Section 2(1B) of the IT Act and Sections 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provided in the Scheme.

7.2. Transfer of Assets

7.2.1 Without prejudice to the generality of Clause 7.1 above, upon coming into effect of this Scheme and with effect from the Appointed Date:

- (a) All assets and properties (more specifically described in Annexure A to this Scheme) comprised in the Undertaking of the Transferor Company, of whatsoever nature and wheresoever situated, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as and from the Appointed Date, the assets and properties of the Transferee Company provided that Board of Directors of the Transferee Company shall be entitled, at its discretion and as may be advised or considered fit, expedient or necessary, to determine the classification/ reclassification and treatment of any or all of the assets transferred to and vested in the Transferee Company pursuant to this Scheme.
- (b) Without prejudice to the provisions of sub-clause (a) above, in respect of such of the assets and properties of the Transferor Company, as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Company and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of its undertaking without requiring any deed or instrument or conveyance for the same. The mutation and/or substitution of the title to the immovable properties shall be made and duly recorded in the name of the Transferee Company by the appropriate Governmental Authorities and third parties pursuant to the sanction of the Scheme by the Tribunals and upon the Scheme becoming effective in accordance with the terms hereof without any further act or deed to be done or executed by the Transferor Company and/ or the Transferee Company. It is clarified that the Transferee Company shall be entitled to engage in such correspondence and make such representations as may be necessary for the purposes of the aforesaid mutation and/or substitution pending sanction of the Scheme.
- (c) In respect of the movables other than those dealt with in sub-clause (b) above, including sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be recovered, bank balances, investments, subsidy receivable, earnest money and deposits with any Government, quasi-government, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may, if it so deems appropriate, give notice in such form as it may deem fit and proper, to each person, debtor or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stand transferred and vested in the Transferee Company).

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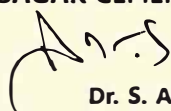
- (d) All the licenses, permits, quotas, approvals, permissions, registrations, incentives, sales tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, customer registrations, customer approvals, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or deemed to be transferred to and vested in or be available to the Transferee Company so as to become as and from the Appointed Date, licenses, permits, quotas, approvals, permissions, registrations, incentives, sales tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, customer registrations, customer approvals, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.
- (e) All assets and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company, and all assets and properties, which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be the properties of the Transferee Company and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be vested in and be deemed to have been vested in the Transferee Company upon the coming into effect of this Scheme.

7.2.2. Where the Transferor Company is entitled to any benefits under any incentive schemes and policies and/or pursuant to this Scheme, it is declared that the benefits under all of such schemes and policies shall be transferred to and vested in the Transferee Company and all benefits, entitlements and incentives of any nature whatsoever, including sales tax concessions and incentives, shall be claimed by the Transferee Company and these shall relate back to the Appointed Date as if the Transferee Company was originally entitled to all benefits under such incentive scheme and/or policies, subject to continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits under the incentive schemes were made available to the Transferor Company.

8. TRANSFER OF LIABILITIES

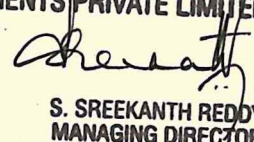
- 8.1. Upon the Scheme coming into effect and with effect from the Appointed Date, all liabilities relating to and comprised in the Undertaking of the Transferor Company including all debts, liabilities (including contingent liabilities), duties and obligations and undertaking of the Transferor Company of every kind, nature and description whatsoever and however arising, raised or incurred or utilized for business activities and operations along with any charge, encumbrances, lien or security thereon (hereinafter referred to as "Liabilities") shall, pursuant to coming into effect of the Scheme and under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company. Such liabilities shall be assumed by the Transferee Company to the extent they are outstanding on the Effective Date so as to become as from the Appointed Date, the Liabilities of the Transferee Company, on the same terms and conditions as were applicable to the Transferor Company. The Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this clause.
- 8.2. All debts, liabilities, duties and obligations of the Transferor Company shall, as on the Appointed Date, whether or not provided in the books of the Transferor Company, and all debts and loans raised and used, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Company on or after the Appointed Date till the Effective Date shall be deemed to be and shall become the debts, loans raised and used, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.

For SAGAR CEMENTS LIMITED



Dr. S. ANAND REDDY
MANAGING DIRECTOR
DIN: 00123870

For JAJPUR CEMENTS PRIVATE LIMITED



S. SREEKANTH REDDY
MANAGING DIRECTOR

DIN: 00123889

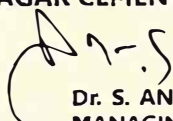


- 8.3. Where any such debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged after the Appointed Date and prior to the Effective Date by the Transferor Company, such discharge shall be deemed to be for and on account of the Transferee Company.
- 8.4. All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Company after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed be and stand transferred to or vested in or deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- 8.5. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or 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 Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any such inter-company loans, advances and other obligations with effect from the Appointed Date.
- 8.6. The Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further, or additional security therefor after the amalgamation has become effective or otherwise.
- 8.7. The Transferor Company shall ensure to comply with all the applicable laws and the officers in default of the Transferor Company shall not be absolved of their statutory liability prior to the amalgamation.

9. ENCUMBRANCES

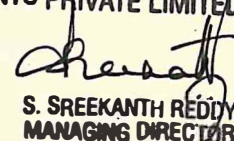
- 9.1. The transfer and vesting of the assets and liabilities comprised in the Undertaking of the Transferor Company to and in the Transferee Company under Clause 7 and Clause 8 of this Scheme shall be subject to the mortgage and charges, if any, affecting the same as hereinafter provided.
- 9.2. All the existing securities, charges, encumbrances or liens (hereinafter referred to as "Encumbrances"), if any, created by the Transferor Company after the Appointed Date, in terms of the Scheme, over the assets comprised in its Undertaking or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to Liabilities of the Transferor Company, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company. Provided however that while all existing charges on the assets against loans obtained, if any, by the Transferor Company would be transferred pursuant to this Scheme, the Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged or required to create any further or additional security therefor after the amalgamation has become effective or otherwise.
- 9.3. The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of this Scheme.

For SAGAR CEMENTS LIMITED


Dr. S. ANAND REDDY
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For JAJPUR CEMENTS PRIVATE LIMITED


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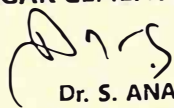


- 9.4. Any reference in any security documents or arrangements (to which Transferor Company is a party) to the Transferor Company and in assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Company as the case may be and the Transferee Company may execute any instruments or documents or do all 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.
- 9.5. Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the liabilities, which have been transferred to it in terms of the Scheme.
- 9.6. It is expressly provided that, save as herein provided, no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 9.7. The provisions of the Clause 7.2 shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writing shall stand modified and/or superseded by the foregoing provisions.
- 9.8. The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute Deeds of Confirmation in favour of the creditors of the Transferor Company or in favor of any other party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of the Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to implement or carry out all such formalities or compliance referred to above on the part of the Transferor Company, required to be carried out or performed.

10. TAXES

- 10.1. On and from the Appointed Date, if any certificate of Tax Deducted at Source or any other tax credit certificate relating to the Transferor Company is received in the name of the Transferor Company it shall be deemed to have been received by the Transferee Company, which alone shall be entitled to claim credit for such tax deducted or paid.
- 10.2. All taxes (including, without limitation, income tax, excise duty, customs duty, service tax, taxes paid under Goods and Service Tax regulations or under any other law which may come into force) paid or payable by the Transferor Company from the Appointed Date, shall be on account of the Transferee Company and, in so far as it relates to the tax payment (including, without limitation, income tax, sales tax, excise duty, customs duty, service tax, VAT, taxes paid under GST regulations or under any other law which may come into force), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall in all proceedings be dealt accordingly. This is notwithstanding that challans or tax payment certificates are in the name of the Transferor Company and not in the name of the Transferee Company.
- 10.3. Any tax liabilities under the IT Act, Customs Act, 1962, Central Excise Act, 1944, GST regulations or other applicable laws/regulations dealing with taxes/duties/levies allocable or related to the business of the Transferor Company, to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date, shall be transferred to the Transferee Company.

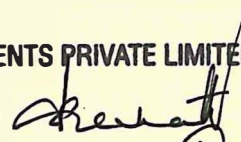
For SAGAR CEMENTS LIMITED



Dr. S. ANAND REDDY
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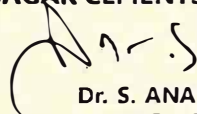


- 10.4. It is further provided that upon the Scheme coming into effect, all taxes payable by the Transferor Company and all or any refunds and claims, from the Appointed Date shall, for all purposes, be treated as the tax liabilities or refunds and claims, as the case may be of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its Financial Statements, respective Income Tax Returns, TDS Returns, other tax/statutory returns and to claim refunds, subsidy receivable, advance tax and withholding tax credits, benefits of credit for minimum alternative tax and carry forward of accumulated depreciation and losses as per books, if any, etc. pursuant to the provisions of this Scheme. In other words, all existing and future incentives, unavailed credits and exemptions, carried forward losses of all types under the IT Act including unabsorbed depreciation for the purpose of minimum alternative tax computation and other statutory benefits and credit for minimum alternative tax under the IT Act, excise (including Modvat/Cenvat), customs, taxes under GST regulation etc. to which the Transferor Company is entitled to shall be available to and vest in the Transferee Company.
- 10.5. In accordance with the Cenvat Rules framed under the Central Excise Act, 1944, GST regulations as per prevalent on the Effective Date and any other indirect tax as may be prevalent on the effective date, the unutilized credits relating to the VAT, GST paid on inputs/work-in-progress/capital goods lying in the accounts of the Transferor Company, service tax credits, GST credits and any other indirect tax credits shall be permitted to be transferred to the credit of the Transferee Company as if all such unutilized credits were lying in the account of the Transferee Company. The Transferee Company shall accordingly be entitled to set off all such unutilized credits against the excise duty, amount payable under GST regulation or any other tax liability as may be permissible under the respective laws.
- 10.6. Upon the Scheme coming into effect, the Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the IT Act (including for minimum alternate tax purposes and tax benefits), service tax law, GST regulations and other tax laws, and to claim refunds and/or credits for taxes paid (including minimum alternate tax), and to claim tax benefits under the IT Act which includes but not limited to the amount disallowed in the hands of the Transferor Company under Section 43B or 40(a) of the IT Act for the financial years prior to the Appointed Date shall be eligible to be claimed by the Transferee Company on fulfillment of the conditions as laid down in Section 43B or 40(a) of the IT Act etc. and other tax laws and for matters incidental thereto, if required to give effect to the provisions of this Scheme.

11. EFFECT OF SCHEME

The Scheme shall not have any adverse effect on any key managerial personnel, directors, promoters, non-promoter members, creditors or any employee, if any, of the Transferor Company or the Transferee Company. The Scheme shall also not have any effect on material interests of any of directors and key managerial personnel of Transferor Company or the Transferee Company. As stated above, any outstanding amounts payable by the Transferor Company shall stand transferred onto the Transferee Company and shall be payable by the Transferee Company. Further, the services of all transferred employees, if any, and managerial personnel of the Transferor Company to the Transferee Company will be treated as having been continuous for the purpose of the aforesaid employee benefits and / or liabilities.

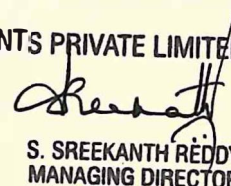
For SAGAR CEMENTS LIMITED



Dr. S. ANAND REDDY
MANAGING DIRECTOR

DIN: 00123870

For JAJPUR CEMENTS PRIVATE LIMITED



S. SREEKANTH REDDY
MANAGING DIRECTOR

DIN: 00123889



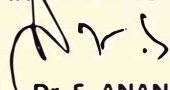
12. INTER-SE TRANSACTIONS

Without prejudice to the provisions of Clause 7 above, with effect from the Appointed Date, all inter-party transactions/arrangements between the Transferor Company as the case maybe and the Transferee Company shall be considered as intra-party transactions/arrangements for all purposes. For the removal of doubt, it is clarified that upon the Scheme coming into effect and with effect from the Appointed Date, to the extent there are inter-corporate loans, deposits, investments, obligation, balances or other outstanding as between the Transferor Company inter-se and/or the Transferee Company, the obligations in respect thereof or any other arrangements shall come to an end. Any tax payment whether by way of deduction at source, advance tax or otherwise howsoever, on such intercompany transaction(s)/payment(s) post the Appointed Date by the Transferor Company shall be deemed to be advance tax paid by the Transferee Company. There shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of such assets or liabilities as the case may be.

13. CONTRACTS, DEEDS, LICENSES ETC.

- 13.1. Upon the Scheme coming into effect and subject to the provisions hereof, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or have effect immediately before the Appointed Date, shall continue in full force and effect on or against or in favour of, as the case may be, and be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto or thereunder.
- 13.2. 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 Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangements to which the Transferor Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.
- 13.3. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, rights, statutory licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall if necessary and if so required for the purpose of complying with the regulatory provisions enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any arrangement or confirmations or novations in order to give formal effect to the provisions of this Clause, if so required or if it becomes necessary.
- 13.4. Upon the coming into effect of this Scheme and with effect from the Appointed Date, any statutory licenses, leasehold rights, permissions or approvals or consents held by the Transferor Company and required to carry on operations or any business of the Transferor Company shall stand vested in or transferred to the Transferee Company, without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. Statutory and regulatory permissions, licenses, registrations, leasehold rights, environmental approvals and consents including statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme. Any no-objection certificates,

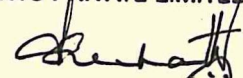
For SAGAR CEMENTS LIMITED



Dr. S. ANAND REDDY
MANAGING DIRECTOR

DIN: 00123870

For JAJPUR CEMENTS PRIVATE LIMITED



S. SREEKANTH REDDY
MANAGING DIRECTOR

DIN: 00123889



licenses, permissions, consents, approvals, authorizations, registrations or statutory rights as are held by the Transferor Company shall, as far as practicable and permitted, be deemed to constitute licenses, permissions, no-objection certificates, consents, approvals, authorities, registrations or statutory rights of the Transferee Company, and the relevant or concerned statutory authorities and licensors shall endorse and/or mutate or record the merger, so as to facilitate the continuation of operations of the Transferor Company in the Transferee Company without any hindrance or let from the Appointed Date. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such documents or perform such actions to obtain aforesaid approvals or permissions.

14. LEGAL PROCEEDINGS

On and from the Appointed Date, all suits, actions and legal proceedings (hereinafter referred to as 'Proceedings') by or against the Transferor Company arising on or before the Effective Date shall be continued and/or enforced as desired by the Transferee Company and from the Effective Date, shall be continued and/or enforced by or against the Transferee 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 Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into by the Transferor Company with any union/employee of the Transferor Company.

15. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

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

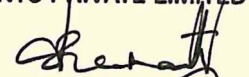
- (a) The Transferor Company shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of its Undertaking on account of, and for the benefit of and in trust for, the Transferee Company.
- (b) All profits or incomes accruing or arising to the Transferor Company, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profit and income) by the Transferor Company shall, for all purposes, be treated and be deemed to be and accrued as the profits or incomes or as the case may be, expenditure or losses (including taxes) of the Transferee Company.
- (c) All assets howsoever acquired by the Transferor Company for carrying on its business, operations or activities and the liabilities relating thereto shall be deemed to have been acquired and are also contracted for and on behalf of the Transferee Company.
- (d) All taxes (including income tax, excise duty, customs duty, GST etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of its business before the Appointed Date, shall be deemed to be on account of the Transferee Company and, in so far as it relates to tax payment (including, without limitation, excise duty, custom duty, income tax, GST, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of its business after the Appointed Date, the same shall be deemed to be the corresponding amount paid by the Transferee Company and shall, in all proceedings be dealt accordingly.
- (e) Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Company shall be deemed to have been exercised by the Transferor Company, for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to its Undertaking that has been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken or discharged for and on behalf of and as agent of the Transferee Company.

For SAGAR CEMENTS LIMITED


Dr. S. ANAND REDDY
MANAGING DIRECTOR

DIN: 00123870

For JAJPUR CEMENTS PRIVATE LIMITED


S. SREEKANTH REDDY
MANAGING DIRECTOR

DIN: 00123889



15.2. With effect from the date of filing of this Scheme with the NCLT and up to and including the Effective Date:

- (a) The Transferor Company shall preserve and carry on its business and activities with reasonable diligence and business prudence and shall not undertake any financial commitments of any nature whatsoever, borrow any amounts nor incur any liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its group companies or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal with its Undertaking or any part thereof save and except in each case in the following circumstances:
- (i) if the same is in its ordinary course of business as carried on by it as on date of filing of this Scheme with the NCLT; or
 - (ii) if the same is permitted by this Scheme; or
 - (iii) if the same is with respect to any contracts/ agreement/ arrangements / obligation subsisting as on the date of filing of this Scheme with the NCLT; or
 - (iv) if consent of the Transferee Company has been obtained.
- (b) Without the prior consent of the Transferee Company, the Transferor Company shall not take, enter into, perform or undertake, as applicable
- (i) any material decision in relation to its business and affairs and operations
 - (ii) any agreement or transaction (other than an agreement or transaction in ordinary course of the Transferor Company's business); and
 - (iii) such other matters as the Transferee Company may notify from time to time.

15.3. Without prejudice to the above, the Transferor Company from the date of filing this Scheme with the NCLT shall not make any change in its capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares or otherwise), decrease, reduction, reclassification, subdivision or consolidation, reorganization, or in any other manner except under any of the following circumstances:

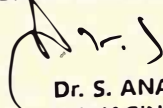
- a) By mutual consent of the respective Board of Directors of the Transferor Company and the Transferee Company; or
- b) By way of any obligation already subsisting as on the date of filing this Scheme with the NCLT.

16. EMPLOYEES

16.1. Upon coming into effect of this Scheme:

- (a) The permanent employees, if any, of the Transferor Company who are in employment as on the Effective Date shall become the employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on terms and conditions as to employment and remuneration not less favorable than those on which they are engaged or employed by the Transferor Company. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into by the Transferor Company with any union/employee of the Transferor Company.

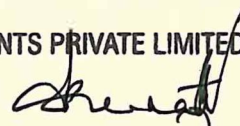
For SAGAR CEMENTS LIMITED



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(b) The existing provident fund, gratuity fund, pension and/or superannuation fund or trusts or retirement funds or benefits created by the Transferor Company or any other special funds created or existing for the benefit of the concerned employees of the Transferor Company (collectively referred to as "Funds"), if any, and the investment made out of such Funds shall, at an appropriate stage, be transferred to the Transferee Company to be held for the benefit of the concerned employees of the Transferor Company. The Funds shall, subject to the necessary approvals and permission and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Company or be transferred to and merged with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own fund with respect to any such Funds, the Transferee Company may, subject to necessary approvals and permissions, continue to maintain the existing Funds separately and contribute therein, until such time as the Transferee Company creates its own funds into which the Funds and the investments and contributions pertaining to the employees of the Transferor Company shall be transferred to such funds of the Transferee Company.

16.2. With effect from the date of filing of this Scheme with the NCLT and up to and including the Effective Date, the Transferor Company shall not vary or modify the terms and conditions of employment of any of its employees, except with the written consent of the Transferee Company.

16.3. It is clarified that the services of all transferred staff, workmen and employees of the Transferor Company to the Transferee Company will be treated as having been continuous for the purpose of the aforesaid employee benefits and/or liabilities. For the purpose of payment of any retrenchment compensation, gratuity, and/or other terminal benefits, and/or any other liability pertaining to staff, workmen and employees, the past services of such staff, workmen and employees with the Transferor Company shall also be taken into account by the Transferee Company, who shall pay the same as and when payable.

17. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and the vesting of the Undertaking of the Transferor Company under Clause 7 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

18. OTHERS

18.1. On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realize all monies and enforce all pending contracts and transactions and to issue credit notes in respect of the Transferor Company in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme have been formally given effect to under such contracts and transactions.

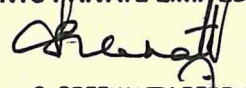
18.2. All cheques and other negotiable instruments, payment orders received in the name of the Transferor Company after the Effective Date shall be accepted by the Bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company as pertaining to the Transferor Company.

18.3. Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, holidays, incentives, concessions and other authorisations in relation to the Transferor Company, shall stand transferred by the order of the NCLT to the Transferee Company, the Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the NCLT.

For SAGAR CEMENTS LIMITED


Dr. S. ANAND REDDY
MANAGING DIRECTOR
DIN: 00123870

For JAJPUR CEMENTS PRIVATE LIMITED


S. SREEKANTH REDDY
MANAGING DIRECTOR
DIN: 00123889



18.4. The Transferee Company will have the right to use all intellectual property rights including trademarks and Brands, domain names, service marks, colour schemes, logo, records, files, papers, engineering and process information, computer programmes, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers patents, copy rights, technical know-how, designs, design registrations, etc. relating to the business of the Transferor Company.

19. CANCELLATION AND NO ISSUE OF SHARES

19.1. The entire issued and paid-up equity share capital of the Transferor Company is held by the Transferee Company and its nominees. Accordingly, the equity shares held by the Transferee Company in the Transferor Company shall, on and from the end of the Transition Period, be cancelled or shall be deemed to have been cancelled without any further act or deed, and accordingly, no shares of the Transferee Company shall be issued to the shareholders of the Transferor Company in lieu of the said amalgamation.

19.2. The shares of the Transferor Company, in relation to the shares held by its members, shall without any further application, act, instrument or deed be deemed to have been automatically cancelled and be of no effect on and from the end of the Transition Period.

20. Accounting Treatment

20.1 Accounting Treatment in the books of Transferee Company

- i. Upon the Scheme coming into effect from the Appointed Date, the Transferee Company shall account for the merger of the Transferor Company with the Transferee Company in accordance with "the Pooling of Interest method" as per Appendix C of Indian Accounting Standard (Ind AS) 103 "Business Combinations" prescribed under Section 133 of the Act, relevant clarifications issued by the Ind AS Transaction Facilitation Group (ITFG) of the Institute of Chartered Accountants of India and other generally accepted accounting principles in India as follows:
- ii. With effect from the appointed date, all the assets, liabilities and reserves if any of the Transferor Company shall be recorded by the Transferee Company at their carrying amounts i.e. Book value and in the same form as appearing in the Separate Financial Statements of transferor company.
- iii. The identity of the reserves shall be preserved and shall appear in the financial statements of the Transferee Company in the same form and at the carrying amount as appearing in the separate financial statements of the Transferor Company.
- iv. Any inter-company balance(s) if any between the Transferor Company and the Transferee Company shall stand cancelled and corresponding effect shall be given in the books of account and the records of the Transferee Company.
- v. In case of any difference in any of the accounting policies between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail to ensure that the financial statement of the Transferee Company reflects the financial position on the basis of consistent accounting policies.
- vi. The financial information in the financial statements in respect of prior periods should be restated as if the business combination had occurred from the beginning of the preceding period in the financial statements, irrespective of the actual date of the combination.

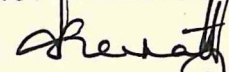
20.2. Accounting Treatment in the books of Transferor Company


As the Transferor Company shall stand dissolved without being wound up upon the Scheme becoming effective, hence there is no accounting treatment prescribed under this Scheme in the books of the Transferor Company.

For SAGAR CEMENTS LIMITED


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21. VALIDITY OF EXISTING RESOLUTIONS, ETC.,

Upon the coming into effect of this Scheme, resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee 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 similar resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

22. CONSOLIDATION OF AUTHORISED CAPITAL

22.1. Upon this Scheme becoming effective, the authorized share capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed, by the authorised share capital of the Transferor Company, amounting in aggregate to Rs.292,50,00,000/- (Rupees Two Hundred Ninety Two Crores and Fifty Lakhs only) divided into 124,75,00,000 Equity Shares of Rs.2/- each amounting to Rs.249,50,00,000/- (Rupees Two Hundred Forty Nine Crores and Fifty Lakhs only) and 4,30,00,000 Preference Shares of Rs.10/- each amounting to Rs.43,00,00,000/- (Rupees Forty Three Crores only).

22.2. The memorandum and articles of association of the Transferee Company (relating to authorised share capital) shall without any further act, instrument or deed, be and stand altered, modified and amended, and the order of the NCLT to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment, and no further resolution(s) under any other applicable provisions of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duty and fees paid on the authorised capital of the Transferor Company shall be utilized and applied to the increased authorised share capital of the Transferee Company and there would be no requirement for any other further payment of stamp duty and / or fee by the Transferee Company for increase in the authorised share capital to that extent. Pursuant to the Scheme becoming effective and consequent upon the amalgamation of the Transferor Company into the Transferee Company, the authorised share capital of the Transferee Company will be as under:

Authorized Share Capital	Amount in Rs.
124,75,00,000 (One Hundred Twenty Four Crore Seventy Five Lakh only) Equity Shares of Rs.2/- (Rupees Two only) each	249,50,00,000
4,30,00,000 (Four Crore Thirty Lakh only) Preference Shares of Rs.10/- (Rupees Ten only) each	43,00,00,000
Total	292,50,00,000

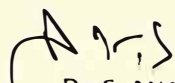
22.3. Clause V of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to applicable provisions of the Companies Act, 2013 as the case may be and be replaced by the following clause:

The Authorised Share Capital of the Company is Rs.292,50,00,000/- (Rupees Two Hundred Ninety Two Crores and Fifty Lakhs only) divided into 124,75,00,000 (One Hundred Twenty Four Crores and Seventy Five Lakhs only) Equity Shares of Rs.2/- (Rupees Two only) each and 4,30,00,000 (Four Crores Thirty Lakhs only) Preference Shares of Rs.10/- (Rupees Ten only) each.

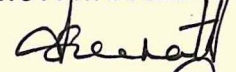
22.4. Article 3 of the Articles of Association of the Transferee Company shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to applicable provisions of the Companies Act, 2013 as the case may be and be replaced by the following clause:

The Authorised Share Capital of the Company is Rs.292,50,00,000/- (Rupees Two Hundred Ninety Two Crores and Fifty Lakhs only) divided into 124,75,00,000 (One Hundred Twenty Four Crores and Seventy Five Lakhs only) Equity Shares of Rs.2/- (Rupees Two only) each and 4,30,00,000 (Four Crores Thirty Lakhs only) Preference Shares of Rs.10/- (Rupees Ten only) each to be increased, reduced or otherwise dealt with, in accordance with the provisions of the Companies Act, 2013.

For SAGAR CEMENTS LIMITED


Dr. S. ANAND REDDY
MANAGING DIRECTOR
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For JAJPUR CEMENTS PRIVATE LIMITED


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DIN: 00123889



PART – III

GENERAL TERMS AND CLAUSES

23. DISSOLUTION WITHOUT WINDING UP

Upon this Scheme becoming effective, the Transferor Company shall, without any further act, or deed, stand dissolved without going through the process of winding up upon such terms as the NCLT may direct or determine.

24. APPLICATIONS TO THE NCLT

The Transferor Company and Transferee Company hereto shall, with all reasonable dispatch, make joint Company Application/ Petition under Sections 230 to 232 of the said Act, to the NCLT for sanctioning this Scheme of Amalgamation. Upon the Scheme being sanctioned the Transferor Company shall stand dissolved without undergoing the process of winding up.

25. MODIFICATIONS OR AMENDMENTS TO THIS SCHEME

25.1. The Transferor Company and the Transferee Company may make or consent from time to time on behalf of all persons concerned to any modifications or amendments to this Scheme or to any conditions or limitation which the NCLT or any other authority under law may direct or impose or which may otherwise be considered necessary to resolve all doubts or difficulties that may arise in implementing and/ or carrying out the Scheme and to do and execute all acts, deeds, matters and things necessary for putting the Scheme into effect. The aforesaid powers of the Transferor Company and the Transferee Company may be exercised by their respective Board of Directors or any other person authorized in that behalf by the concerned Board.

25.2. For the purpose of giving effect to this Scheme or to any modifications or amendments thereof, the Board of Directors of the Transferee Company and the Transferor Company respectively or any person authorized by the respective Boards in that behalf may give and is authorized to give all such directions as are necessary or desirable as the respective Boards may think fit and such determination or directions, as the case may be, shall be final and binding on all parties in the same manner as if the same were specifically incorporated in this Scheme.

26. SCHEME CONDITIONAL ON APPROVALS AND SANCTIONS

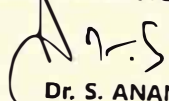
This Scheme will become effective upon the Effective Date and subject to the availability of each of the following, if required under law:

- (a) The approval to the Scheme by the requisite majority at the Meetings of the Shareholders and/or Creditors of the Transferor Company and/or Transferee Company, if directed to be convened by the NCLT;
- (b) The sanction of the Scheme by the NCLT under Sections 230 to 232 of the said Act and necessary orders passed in this behalf.

27. EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS

In the event of any of the aforesaid sanctions and approvals not being obtained and/ or the Scheme not being sanctioned by the NCLT and/ or the order or orders not being passed as aforesaid on or before 30 September, 2023 or within such further period or periods as may be directed by the NCLT or / and agreed upon between the Transferor Company and the Transferee Company through their respective Board of Directors, the Scheme shall become null and void and each party shall bear and pay its respective cost, charges and expenses for and/ or in connection with the Scheme.

For SAGAR CEMENTS LIMITED


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28. COSTS

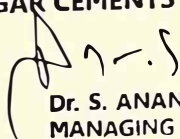
All costs, charges and expenses including stamp duty and registration fee of any deed, document, instrument or NCLT's order including this Scheme or in relation to or in connection with negotiations leading up to this Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of scheme of Amalgamation in pursuance of this Scheme shall be borne and paid by the Transferee Company. The Transferee Company shall be eligible for deduction of expenditure incurred as per Section 35DD of the IT Act.

29. MISCELLANEOUS

29.1. After the transfer, the combined assets shall be sufficient to meet the combined liabilities of the Transferee Company and the said Scheme will not adversely affect the rights of any of the creditors of any of the Companies in any manner whatsoever and the assets of the Transferee Company shall be sufficient for payment of all liabilities as and when the same fall due in usual course.

29.2. In the event of non-fulfillment of any or all obligations under the Scheme by any company towards the other company, inter-se or to third parties and non-performance of which will put the other company under any obligation, then such company will indemnify the other company in respect of all costs/interests, etc.

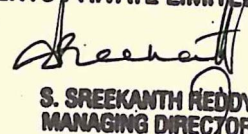
For SAGAR CEMENTS LIMITED



**Dr. S. ANAND REDDY
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Annexure A

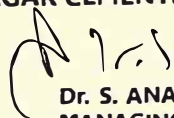
(This Annexure forms an Integral Part of the Scheme of Amalgamation of Jajpur Cements Private Limited with Sagar Cements Limited.

Immovable properties of M/s. Jajpur Cements Private Limited. Enclosed Annexure A

Annexure A

Jajpur Cements Private Limited				
Details of land				
Regd.Sale / Lease Deed, Date and Document No.	Survey No.	Location	Extent of Land in Acres	
Lease Deed dt.31.8.2013	130, 62, 56, 96, 97	Kalinganagar, Industrial Complex, Tahsil-Dangadi, Dist.Jajpur, Odisha	21	15
Lease Deed dt.18.3.2014	96/149, 96/151, 96	Kalinganagar, Industrial Complex, Tahsil-Dangadi, Dist.Jajpur, Odisha	5	35
Total			26	50

For SAGAR CEMENTS LIMITED



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