



# SAGAR CEMENTS LIMITED

SCL: SEC: NSE: BSE: 2021-22

17<sup>th</sup> March, 2022

The National Stock Exchange of India Ltd.,  
"Exchange Plaza", 5<sup>th</sup> Floor  
Bandra – Kurla Complex  
Bandra (East)  
**Mumbai – 400 051**

The Secretary  
BSE Limited  
P J Towers  
Dalal Street  
Mumbai – 400 001

**Symbol: SAGCEM**  
**Series: EQ**

**Scrip Code: 502090**

Dear Sir,

**Sub: Approval of Amalgamation of Sagar Cements (R) Limited with Sagar Cements Limited**

Pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and further to our letter dated 26<sup>th</sup> April, 2021 and 03<sup>rd</sup> July, 2021 we wish to inform you that the Hon'ble NCLT, Hyderabad bench, vide its order dated 15<sup>th</sup> March, 2022 has since approved the Scheme of Amalgamation for the merger of our wholly-owned subsidiary viz., Sagar Cements (R) Limited with the Company i.e., Sagar Cements Limited vide its order of which a copy is enclosed.

Kindly take the above information on record.

Thanking you

Yours faithfully  
For Sagar Cements Limited

  
R Soundararajan  
Company Secretary

Encl.: as above



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

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

Factories : Mattampally, Via Huzurnagar, Suryapet-District, Telangana - 508204. Phone : 08683 - 247039

Bayyavaram Village, Kasimkota Mandal, Visakhapatnam District, Andhra Pradesh - 531031. Phone : 08924-244550 Fax : 08924-244570

CIN : L26942TG1981PLC002887 GSTIN : 36AACCS8680H1ZZ



**IN THE NATIONAL COMPANY LAW TRIBUNAL  
HYDERABAD BENCH, HYDERABAD-1**

CP(CAA) No.49/230/HDB/2021

Connected with

CA (CAA) NO. 37/230/HDB/2021

Application under sections 230 to 232 of the Companies Act, 2013

**In the matter of Scheme of Amalgamation**

**M/s. Sagar Cements (R) Limited**

Registered office at

Plot No.111, Road No.10, Jubilee Hills,

Hyderabad – 500033, Telangana, India, rep. by its Director

Sri S.Sreekanth Reddy

... 1<sup>st</sup> Petitioner/

Transferor Company

**And**

**M/s. Sagar Cements Limited**

Registered office at

Plot No.111, Road No.10, Jubilee Hills,

Hyderabad – 500033, Telangana, India,

Rep. by its Managing Director Dr.S.Anand Reddy

...2<sup>nd</sup> Petitioner/

Transferee Company

**Date of order:15.03.2022**

**Coram:**

Hon'ble Dr.N.V.Rama Krishna BadarinathNandula, Member(Judicial)

Hon'ble Shri Veera Brahma Rao Arekapudi, Member (Technical)

**Appearance (via videoconference)**

For the Petitioner: Shri V.B.Raju, Counsel.

For the RD: Shri Shasi Raj Dara, Joint Director.

For the OL: Shri G.Srinivasa Rao, representative of Official Liquidator.



**PER: BENCH**

The present joint Company Petition is filed under Section 230 to 232 of the Companies Act, 2013 read with Rule 3 of the Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 praying for the sanction of Scheme of Arrangement between Transferor Company and Transferee Company and their respective shareholders, creditors and employees.

2. The Registered Offices of the Petitioner Companies are situated in the State of Telangana and therefore, they are within the jurisdiction of this Tribunal. Copies of Memorandum of Association and Articles of

Association of Transferor Company and Transferee Company are annexed to the petition as **Annexure 1 &3.**

3. Brief facts germane to the petition are:

a. **M/s Sagar Cements (R) Limited** (Hereinafter referred to as 1<sup>st</sup> Petitioner/Transferor Company) was originally incorporated under the Companies Act, 1956 on 30<sup>th</sup> August, 2007, a Public Limited Company, bearing CIN:U26942KA2007PLC043746 under the name and style of M/s BMM Cements Limited in the State of Karnataka. Later on, the Company had changed its name to Sagar Cements (R) Limited after passing necessary resolutions and a fresh certificate of incorporation was issued by the Registrar of Companies, Karnataka, on 28<sup>th</sup> day of March, 2017. Later the Company had changed its registered office from the State of Karnataka to State of Telangana by virtue of passing a special resolution on 27.03.2019 and after obtaining necessary approval from the Regional Director, South East Region, Hyderabad dated 21<sup>st</sup> June, 2019.

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

c. The Authorized, Issued, Subscribed and Paid-up capital of the Transferor Company as on 31<sup>st</sup> March, 2020 is as follows: -



Particulars	Amount In INR
<b>Authorised Share Capital</b>	
10,70,00,000 Equity Share of INR 10each	107,00,00,000
4,30,00,000 Preference Shares of INR 10 each	43,00,00,000
<b>Total</b>	<b>150,00,00,000</b>
<b>Issued, subscribed and fully paid up shares</b>	
10,38,12,925 Equity Share of INR 10each	103,8129,250
4,30,00,000 Preference Shares of INR 10 each	43,00,00,000
<b>Total</b>	<b>146,8129,250</b>

Subsequent to 31<sup>st</sup> March, 2020, the Authorised share capital of the company has been increased from Rs.150,00,00,000/- to Rs.159,00,00,000/- divided into 11,60,00,000 (Eleven Crores Sixty Lakhs) Equity Shares of Rs.10/- (Rupees Ten Only) each and 4,30,00,000 (Four Crores Thirty Lakhs) Preference Shares of Rs.10/- (Rupees Ten Only) each vide Special resolution dated 21.12.2020.

The company has issued and allotted 1,21,50,000 equity shares of Rs. 10/- each on Rights basis on 04.02.2021

A copy of the Audited Balance Sheet as at 31<sup>st</sup> March, 2021 of the Transferor Company-1 is annexed hereto as **Annexure-2**.



- d. **M/s Sagar Cements Limited** ( Herein after referred to as 2<sup>nd</sup> Petitioner/Transferee Company)a Public Limited Company, bearing CIN:L26942TG1981PLC002887 was incorporated on 15<sup>th</sup> January, 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-organisation Act, 2014).
- e. The ‘Transferee Company’ is engaged in the business of manufacturing, producing, processing, and dealing in cement and generation of power and their ancillaries etc. Copy of the audited financial statements as on 31<sup>st</sup> March, 2021 of the Transferor Company and Transferee Company are annexed and marked as **Annexure – 2 and 4** to the Application respectively.
- f. The Authorized, Issued, Subscribed and Paid-up share capital of Transferee Company as on 31<sup>st</sup> March, 2020 is as follows:

Particulars	Amount In INR
<b>Authorised Share Capital</b>	
2,35,00,000 Equity Shares of INR 10each	23,50,00,000
<b>Total</b>	23,50,00,000
<b>Issued, subscribed and fully paid up shares</b>	
2,22,75,000 Equity Shares of INR 10 each	22,27,50,000
<b>Total</b>	22,27,50,000

*[Handwritten Signature]*

Subsequent to 31<sup>st</sup>March, 2020, - the company has allotted 12,25,000 equity shares of Rs.10/-each on 20.07.2020 against conversion of 12,25,000 outstanding convertible warrants. A copy of the audited Balance Sheet as at 31<sup>st</sup>March, 2021 of the 2<sup>nd</sup> Applicant/ Transferee Company is annexed hereto as **Annexure-4**.

4. **BOARD RESOLUTION**

The Board of Directors of the 1<sup>st</sup> Petitioner / Transferor Company and 2<sup>nd</sup> Petitioner/Transferee Company vide its resolution dated 26<sup>th</sup> April, 2021 approved the Scheme of amalgamation of M/s Sagar Cements (R) Limited, (hereinafter referred to as the “**Transferor Company**”) and M/s Sagar Cements Limited (hereinafter referred to as the “**Transferee Company**”) and their respective shareholders. The Copies of Board Resolution of the 1<sup>st</sup> Applicant / Transferor Company and 2<sup>nd</sup> Applicant/Transferee Company approving the Scheme of Amalgamation are annexed hereto and marked as **Annexure- 5 and 6** respectively.

5. **BENIFITS OF THE SCHEME OF AMALGAMATION:**

- Reduction in the cost of overheads and improvement in professional management.
- Reduction in multiplicity of legal and regulatory compliances and simplification of group structure.
- Enhance the scale of operations thereby providing significant impetus to the growth of the Companies, since



they are engaged in line of business that could draw upon synergies between the Transferor Company and the Transferee Company.

- 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.
- 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 entity leading to the overall optimization of operational and administration costs.
- 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.
- Will achieve synergies in business activity, consolidation, focused attention, centralized administration, Economy of operation, integrated business approach and greater efficiency.



6. **CONSIDERATION**

The entire issued and paid-up equity and preference share capital of the Transferor Company is held by the Transferee Company and its nominees. Accordingly, the 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.

The shares of the Transferor Companies, 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.

7. **ACCOUNTING TREATMENT**

**Accounting Treatment in the books of Transferee Company**

Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Transferee Company shall account the transaction in accordance with the applicable accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, or any other relevant or related requirement under the Act, as applicable on the Effective Date.

It is submitted that upon coming into effect of this scheme, the Transferee Company shall account for the amalgamation in its books of accounts in accordance with 'pooling of interests method' of accounting as laid down in the Indian Accounting Standard (IND AS) 103 – Business Combinations and relevant clarifications issued by Institute of Chartered Accountants of India.



### **Accounting Treatment in the books of Transferor Companies**

It is submitted that Transferor Companies 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 Companies.

8. It has been submitted that the Petitioner Companies had jointly filed an application CA (CAA) No. 37/230/HDB/2021 wherein this Hon'ble Tribunal vide order dated 28.10.2021 dispensed with the conducting of meetings of equity shareholders, secured creditors and unsecured creditors of Transferor Company and further directed to convene meetings of Equity Shareholders, Secured Creditors and unsecured creditors of the Transferee Company. Copy of Order of Hon'ble Tribunal is annexed to the petition as **Annexure 8**.

The Chairman appointed for respective meetings had submitted the report of the said meetings and stated that the equity shareholders, Secured Creditors, Unsecured Creditors who attended the meetings have approved the Scheme of Amalgamation with requisite majority.

9. It is submitted that the Tribunal vide order dated 23.12.2021 ordered notices with regard to Registrar of Companies, Regional Director, Official Liquidator, concerned Income Tax Authorities, Bombay Stock Exchange(BSE) and NSE and to order publication. Pursuant to the Order, notices to the Registrar of Companies, Hyderabad; the Regional Director, South Eastern Region, Hyderabad; Official Liquidator for State of Telangana; Income Tax Officer, Ward-17(1), Hyderabad;



Deputy Commissioner of Income Tax, Circle-1(1), Hyderabad, Deputy Commissioner of Income Tax, Circle-5(1), Hyderabad, The Securities and Exchange Board of India, Mumbai, The BSE & NSE were issued. It has been submitted that the Petitioner Companies has made publication in English Newspaper i.e. The Business Standard and Telugu Newspaper i.e. Nava Telangana on 30.12.2021. The proof of publication and proof of service of notice of hearing was filed by an Affidavit dated 21.01.2022.

10. The Regional Director vide his report dated 28<sup>th</sup>February, 2022, has not objected to the proposed Scheme but has made certain observations. The Petitioner Companies have filed affidavit dated 03.03.2022, in response to the observations made by the Regional Director, South East Region, Ministry of Corporate Affairs, Hyderabad whereunder the Petitioner Companies gave undertaking to appropriately comply with the observations made by R.D. The details are given below.

Observations of Regional Director	Reply of the Petitioner Companies by way of affidavit dated 26.10.2021
<b>PARA 3(a)</b> Hon'ble Tribunal may please to direct the petitioner transferee company to furnish the copy of intimation served to BSE Limited and NSE Limited before Scheme is allowed.	It is submitted that a copy of the acknowledgement with regard to intimation on BSE& NSE are filed along with the affidavit as <b>Annexure-A</b> . Further the Transferee Company is not required to obtain NOC from Stock Exchanges as per Regulation

*Handwritten signature*

	37(6) of SEBI(LODR) Regulation, 2016.
<b>PARA 3(b)</b> Hon'ble Tribunal may be pleased to direct the Transferee Company to pay the differential fees and stamp duty with respect to increase in Authorized capital after deducting fee and duty already paid by the Transferor Company before amalgamating.	It is submitted that petitioner transferee Company undertakes to pay the differential fee and stamp fee, if any arises after setting off the fee and stamp duty already paid by the transferor company.
<b>PARA 3(c)</b> Hon'ble Tribunal may direct the petitioner companies to change appointed date from 30.03.2021 to 01.04.2021.	It is submitted that the appointed date was approved by the Board of Directors of both the petitioner companies on 26.04.2021 and also by the shareholders of Transferee Company on 08.12.2021. Therefore prayed to consider the appointed date as 30.03.2021.
<b>PARA 3(d)</b> Hon'ble Tribunal may direct the petitioner transferee company to furnish the compliance of FEMA/RBI if any before the Scheme is allowed.	It is submitted that the Transferee Company falls under the automatic route under FEMA and hence no compliance is required by RBI.
<b>PARA 3 (e-g)</b> Hon'ble Tribunal may please to direct the Petitioner Companies to preserve the books, comply with statutory laws, file Inc-	The Petitioner Companies undertakes to comply with all the Applicable provisions and rules under the Companies Act, 2013.



*Abbas*

28 with the Registrar of Companies..	
<b>PARA 4</b> Hon'ble Tribunal may please to direct the petitioner companies to comply with the observations pointed out vide para 22(1) to (4) by the official liquidator.	It is submitted by the petitioner companies that reply affidavit dated 03.03.2022 is filed with the official liquidator.
<b>PARA 5</b> Hon'ble Tribunal may please to direct the Petitioner Transferor Company to furnish the proof of acknowledgement filed before the Income Tax Department.	Petitioner companies has submitted that notice has been served on the Income Tax Department. Acknowledgement with regard to it is filed as <b>Annexure-B</b> to the affidavit.
<b>PARA 6</b> With reference to the Directorate Letter dated 04.01.2022, which has been issued to Securities and Stock Exchange Board of India, Mumbai and Hyderabad till date no comments in this matter has been furnished.	
<b>PARA 7</b> Hon'ble Tribunal may please to direct the petitioner Transferor company to furnish the copies of consents of the eleven Secured Creditors with supporting documents.	It is submitted that consents of the secured creditors are annexed to the affidavit as <b>Annexure-C</b> .



Further pleased the Hon'ble Tribunal to consider the observations and pass orders accordingly after hearing the Income Tax Department, Stock Exchange Board of India.

11. **OFFICIAL LIQUIDATOR'S REPORT:**

The Official Liquidator has filed his report, vide OLR No. 11/2022 dated 18.02.2022 stating some observations at point no.22 (1)-(4) of his report. The observations pointed out has been replied by the petitioner companies vide affidavit dated 03.03.2022. Thereafter, Official Liquidator has filed his final report vide OLR No.02/2022 in the Tribunal dated 14.03.2022 stating no further observations in this matter.

12. Learned Joint Director Shri Shashi Raj Dhara, for Regional Director and Representative of Official Liquidator appeared physically on 07.03.2022 and stated no further objections/observations and pleased the Hon'ble Tribunal to decide on merits.

13. **DECLARATION:**

It is stated that there is no proceedings pending against the petitioner companies under the provisions of Companies Act, 2013.

14. **OBSERVATION**

We have heard the Learned Counsel appearing for the Petitioner Companies and perused the material papers on record. As regards to the observations pointed out by the Regional Director and compliance



filed by the petitioner company, it appears that necessary undertakings have been submitted. The Official liquidator had also raised certain observations for which the Petitioner Companies filed its reply by way of Affidavit. After hearing the Counsel for the Petitioner Companies and considering the material on record, we are of the view that scheme is not opposed to public interest and the proposed Scheme is in the interests of the Transferor Company, the Transferee Company and their respective shareholders, employees, creditors and all persons concerned. Hence the scheme can be approved with Appointed date as 30.03.2021.

All the statutory compliances have been made under Section 230 to 232 of the Companies Act, 2013. Hence ordered.

15.

**ORDER**

After hearing the Counsel for the Petitioner Companies and after considering the material on record, this Tribunal passed the following order:

- A. The Scheme of Amalgamation(Annexure-7) is hereby sanctioned with appointed date as 30.03.2021 and shall be binding on all the members, employees, creditors and all other stakeholders of the Petitioner Companies.
- B. While Approving the Scheme, we made it clear that this order should not be construed as an order in anyway granting exemption from payment of Stamp Duty, taxes or any other charges, if any, payable in accordance with law or in respect of any permission/compliance



with any other requirement which may be specially required under any law.

- C. The whole of the assets, property, rights and Liabilities of the Transferor Company shall be transferred without the requirement of any further act or deed to the Petitioner/Transferee Company.
- D. We direct the Petitioner companies to comply with all the observations pointed out by the Regional Director and Official Liquidator as detailed in paragraphs 10 and 11 mentioned above.
- E. We direct the Petitioner Companies to preserve the books of accounts and papers and records and the same shall not be disposed of without the prior permission of the Central Government in terms of provisions of Section 239 of the Companies Act, 2013.
- F. We direct the Petitioner Companies to ensure statutory compliance of all applicable laws and also on sanctioning of the present Scheme the Petitioner Companies shall not be absolved for any of their statutory liability in any manner.
- G. We direct the Petitioner Companies involved in the Scheme to comply with Rule 17 (2) of the Companies (Compromise, Arrangement and Amalgamation) Rules, 2013. The Petitioner Companies within 30 days after the date of receipt of certified copy of the order, shall cause certified copy to be delivered in Form INC-28 to the Registrar of Companies concerned for registration and on such certified copy being delivered, Registrar of Companies concerned shall take all necessary consequential action in respect of the Petitioner Companies.






- H. All the legal proceedings pending by or against the Transferor Company shall be continued by or against the Transferee Company.
- I. Though no representation has been received from the Income Tax Authorities despite service of notice by the Petitioner Companies, the tax implications, if any, arising out of the scheme is subject to final decision of Tax Authorities concerned and the decision of the Tax Authorities concerned shall be binding on the Transferee Company.
- J. The Petitioner Companies are directed to strictly comply with the Accounting Treatment Standards prescribed under Section 133 of the Companies Act, 2013.
- K. The sanction of the Scheme by this Tribunal shall not forbid the revenue authority from taking appropriate recourse for recovering the existing and previous tax liabilities of the Transferor and Transferee Companies.
- L. We direct the Transferee Company to comply with the provisions of Section 2 (41) of the Companies Act, 2013.
- M. Since the Transferee Company and Transferor Company are listed entities, Petitioner Companies are directed to comply all the observations pointed out by the SEBI, BSE&NSE if any.
- N. The Transferor Company shall be dissolved without going through the process of winding up.
- O. The Petitioner Companies shall until the completion of the Scheme of Amalgamation, file a statement in such form and within such time as prescribed with the Registrar every year duly certified by a Chartered Accountant or a Cost Accountant or a Company Secretary




to the effect that the Scheme of Amalgamation is being complied with in accordance with the orders of the Tribunal as required under Section 232 (7) of the Companies Act, 2013.

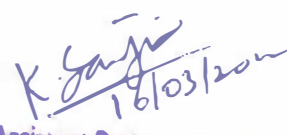
- P. Any person shall be at the liberty to apply to the Tribunal in the above matter for any directions that may be necessary.
- Q. Accordingly the CP (CAA) 49/230/HDB/2021 is hereby allowed and disposed of. All the pending IA's if any stands disposed of.



  
**Veera Brahma Rao Arekapudi**  
Member (Technical)

  
**Dr. N.V. Ramakrishna Badarinarath**  
Member (Judicial)

**Pavani**

  
16/03/2022  
Deputy Registrar / Assistant Registrar / Court Officer  
National Company Law Tribunal, Hyderabad Bench

प्रमाणित प्रति  
CERTIFIED TRUE COPY  
केस संख्या  
CASE NUMBER... CP(CAA) No. 49/230/HDB/2021  
निर्णय का तारीख  
DATE OF JUDGEMENT... 15/3/2022  
प्रति तैयार किया गया तारीख  
COPY MADE READY ON... 16/3/2022

CERTIFIED TO BE TRUE COPY  
OF THE ORIGINAL

## SCHEME OF AMALGAMATION

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OF

SAGAR CEMENTS (R) LIMITED  
(TRANSFEROR COMPANY)

WITH

SAGAR CEMENTS LIMITED  
(TRANSFEE COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS  
UNDER SECTIONS 232 READ WITH 230 OF THE COMPANIES  
ACT, 2013 AND OTHER APPLICABLE PROVISIONS OF THE  
COMPANIES ACT, 2013



## 1. PREAMBLE

This Scheme of Amalgamation (hereinafter referred to as "Scheme") is presented under Sections 232 read with Section 230 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 Sagar Cements (R) Limited ("Transferor Company") (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 and generation of power at its manufacturing unit at Gudipadu village, Anantapur District, Andhra Pradesh and doing the same business activity of Transferee Company.

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For SAGAR CEMENTS (R) LIMITED

S. SREEKANTH REDDY  
DIRECTOR

SAGAR CEMENTS (R) LIMITED

S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS LIMITED

Dr. S. ANAND REDDY  
MANAGING DIRECTOR

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

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The Merger of the Transferor Company with the transferee Company it would also have the following benefits:

- 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 Companies, since they are engaged in line of business that could draw upon synergies between the Transferor Company and the Transferee Company.
- 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 entity 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 will achieve synergies in business activity, consolidation, 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 Section 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.

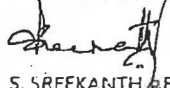


#### PARTS OF THE SCHEME

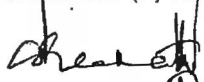
This Scheme of Amalgamation is divided into the following parts:

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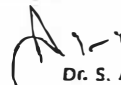
For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR

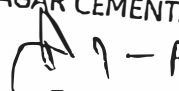
or SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR.

For SAGAR CEMENTS LIMITED

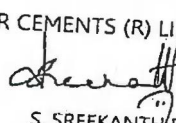
  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

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- a) PART I - Deals with definitions, interpretation, date of the Scheme coming into effect, incorporation, share capital and main objects of the Transferor Company and the Transferee Company.
  - b) PART II - Deals with amalgamation of business of the Transferor Company with the Transferee Company, legal proceedings, conduct of business till the Effective Date, Consideration, Accounting Treatment in the books of the Transferee Company and other matters consequential and incidental thereto.
  - c) PART III - Deals with dissolution of the Transferor Company, application to the NCLT, general terms and conditions applicable to this Scheme of Amalgamation and other matters consequential and incidental thereto.

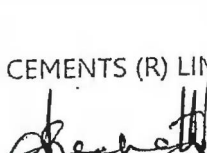
For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR


For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR.

For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR



PART - I

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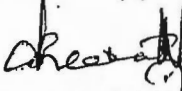
3. DEFINITIONS

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:

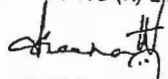
- 3.1 "Act" means the Companies Act, 2013 [as amended including any statutory modification(s) or re-enactment(s) or amendment(s) thereof] and Rules and Regulations made thereunder, for the time being in force, and which may relate or are applicable to the amalgamation;
- 3.2 "Applicable Laws" means any 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 30<sup>th</sup> March, 2021 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 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 on which certified copies of the orders of the NCLT are filed with RoC, Hyderabad, after the last of the approvals or events specified under Clause 26 of Part III of this Scheme are satisfied or fulfilled or obtained or have occurred or the requirement of which has been waived (In writing) in accordance with this Scheme. References in this Scheme to "Upon this Scheme becoming effective" or "Coming into Effect of this Scheme" or "Upon this Scheme Coming into effect" or other like expressions shall mean Effective Date;
- 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



For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR.

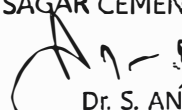
For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

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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" 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 under the scheme;
- 3.15 "RoC" means the Registrar of Companies, Telangana at Hyderabad, having jurisdiction over the State of Telangana, India;
- 3.16 "Scheme" or "this Scheme" or "Scheme of Amalgamation" means this Scheme of Amalgamation in its present form approved by the Board of each of the Transferor Company and the Transferee Company as submitted to the NCLT with any modification(s) made under Clause 21 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 Sagar Cements (R) Limited and has the meaning ascribed to it under Clause 6.1 of this Scheme;



r SAGAR CEMENTS (R) LIMITED

*S. Sreekanth Reddy*

S. SREEKANTH REDDY  
DIRECTOR

Page 5 of 30

FOR SAGAR CEMENTS (R) LIMITED

*S. Sreekanth Reddy*  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR





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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, 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.



For SAGAR CEMENTS (R) LIMITED

*S. Sreekanth Reddy*  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS (R) LIMITED

*S. Sreekanth Reddy*  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

6. DESCRIPTION OF COMPANIES

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6.1 Transferor Company or Sagar Cements (R) Limited:

6.1.1 Sagar Cements (R) Limited a Public Limited Company, bearing CIN: U26942KA2007PLC043746 was originally incorporated on 30<sup>th</sup> August, 2007 under the name and style of M/s BMM Cements Limited in the State of Karnataka. Later on, the Company had changed its name to Sagar Cements (R) Limited after passing necessary resolutions and a fresh certificate of incorporation was issued by the Registrar of Companies, Karnataka, on 28<sup>th</sup> day of March, 2017. Later on the Company had changed its registered office from the State of Karnataka to State of Telangana by virtue of passing a special resolution on 27.03.2019 and after obtaining necessary approval from the Regional Director, South East Region, Hyderabad dated 21<sup>st</sup> June, 2019. The Registrar of Companies, Telangana at Hyderabad, issued a fresh certificate of incorporation on 24.07.2019 under the CIN: U40300TG2007PLC134320. 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 and generation of power and their ancillaries etc.,

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

Share Capital as on 31<sup>st</sup> March, 2020

Particulars	Amount in INR
<b>Authorised Share Capital</b>	
10,70,00,000 Equity Share of INR 10each	107,00,00,000
4,30,00,000 Preference Shares of INR 10 each	43,00,00,000
<b>Total</b>	<b>150,00,00,000</b>
<b>Issued, subscribed and fully paid up shares</b>	
10,38,12,925 Equity Share of INR 10each	103,8129,250
4,30,00,000 Preference Shares of INR 10 each	43,00,00,000
<b>Total</b>	<b>146,8129,250</b>

Subsequent to 31<sup>st</sup> March, 2020, the Authorised share capital of the company has been increased from Rs.150,00,00,000/- divided into 10,70,00,000 (Ten Crores Seventy Lakhs) Equity Shares of Rs.10/- (Rupees Ten Only) each and 4,30,00,000 (Four Crores Thirty Lakhs) Preference Shares of Rs.10/- (Rupees Ten Only) each to Rs.159,00,00,000/- divided into 11,60,00,000 Equity Shares of Rs.10/- each and 4,30,00,000 Preference Shares of Rs.10/- each. vide Special resolution dated 21.12.2020.



For SAGAR CEMENTS (R) LIMITED

For SAGAR CEMENTS LIMITED

For SAGAR CEMENTS (R) LIMITED

S. SREEKANTH REDDY  
DIRECTOR

Dr. S. ANAND REDDY  
MANAGING DIRECTOR

S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

Dr. S. ANAND REDDY  
MANAGING DIRECTOR

The company has issued and allotted 1,21,50,000 equity shares of Rs. 10/- each on Rights basis on 04.02.2021

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

1. To carry on business as manufacturers, producers, processors, refiners, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, stockiest, agents, sub-agents, distributors or otherwise deal in all types and kinds of cements like ordinary, white, colors, Portland, Pozzolana Aluminum, blast furnace, Silica and all other varieties of cements, lime and limestone, clinker and/or by-products thereof, as also cement products of any or all descriptions, such as pipes, poles, slabs, bricks, asbestos, sheets, blocks, tiles, garden ware, plaster of Paris, limepipes, 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 workshops.
2. To manufacture, sell, purchase, import, export or otherwise deal in all machinery used for the extraction of clay or other minerals, and all materials and components needed for the repair and maintenance of such machinery
3. To carry on business as manufacturers of bricks, tiles, paving slabs, pipes, pottery, earthenware, china and similar goods and to acquire the freehold or other interest in any land from which may be extracted clay or any other substance require for the said purposes.
4. To carry on business as manufacturers, producers, processors, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, distributors or otherwise deal in chemical and chemical compounds in all forms that can be used in connection with cements and cement products.
5. To carry on the business of manufacturing, producing, casting, procuring, mastering, buying, selling, converting and in other ways dealing in all types of steels, steels castings, iron steels, ally, ingots, slabs, sheets, strips, rounds, bars, flats, sections and shapes, brass, copper, aluminum, stainless steels and other non ferrous metals, to distill refine or produce zinc, zinc oxide, zinc chloride.
6. To promote, own, run, install, takeover or set up power plant of any kind to generate, receive, improve, buy, sell, resell, acquire, use, transmit, accumulate, employ, distribute, develop and to undertake co-generation of electric power.

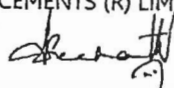
6.2 Transferee Company

- 6.2.1 Sagar Cements Limited (Transferee Company) a Public Limited Company, bearing CIN: L26942TG1981PLC002887 was incorporated on 15<sup>th</sup> January, 1981 under the name and style of M/s Sagar Cements Limited in the then State of Andhra Pradesh (now the State

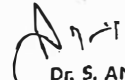


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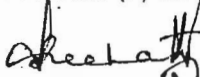
For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR


For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

or SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

of Telangana by virtue of A.P. State Re-organisation 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.,

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6.2.2 The details of the share capital of the 'Transferee Company' is given below:-

Share Capital as on 31<sup>st</sup> March, 2020

Particulars	Amount In INR
<b>Authorised Share Capital</b> 2,35,00,000 Equity Shares of INR 10 each	23,50,00,000
Total	23,50,00,000
<b>Issued, subscribed and fully paid up shares</b> 2,22,75,000 Equity Shares of INR 10 each	22,27,50,000
Total	22,27,50,000

Subsequent to 31<sup>st</sup> March, 2020, - the company has allotted 12,25,000 equity shares of Rs.10/-each on 20.07.2020 against conversion of 12,25,000 outstanding convertible warrants.

6.2.3 The Main Objects of the 'Transferee Company' as provided in the Clause 5 of its Memorandum of Association, are:

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 tiles, 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.



For SAGAR CEMENTS (R) LIMITED

For SAGAR CEMENTS LIMITED

For SAGAR CEMENTS (R) LIMITED

S. SREEKANTH REDDY  
DIRECTOR

S. SREEKANTH REDDY  
DIRECTOR

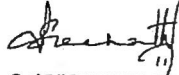
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS LIMITED

Dr. S. ANAND REDDY  
MANAGING DIRECTOR

- 228
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, nonshrinkable 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.
  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.

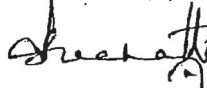
For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR

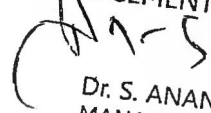
For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR.

For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR



PART-II

AMALGAMATION OF TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

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7. TRANSFER OF UNDERTAKING(S) 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(s) 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 Section 232 read with Section 230 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:

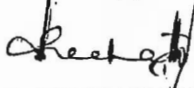
(a) All assets and properties (more specifically described in Annexure A to this Scheme) comprised in the Undertaking(s) of the Transferor Company, of whatsoever nature and wheresoever situated, shall, under the provisions of Section 232 read with Section 230 and all other applicable provisions, if any, 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 Undertakings without requiring any deed or instrument or conveyance for the same.

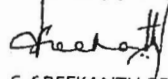
(c) In respect of the movables other than those dealt with in sub-clause (b) above including sundry debtors, receivables, bills,




For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

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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, debtors or depositors, as the case may be, that the said debt, loan, advance, balance or deposit stand transferred and vested in the Transferee Company).

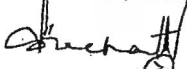
(d) All the licenses, permits, quotas, approvals, permissions, registrations, incentives, sales tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, customer registrations, customer approvals, liberties, special status and other benefits or privileges enjoyed 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 Section 232 read with Section 230 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 Companies, 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 Section 232 read with Section 230 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 are entitled to any benefits under incentive schemes and policies and 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

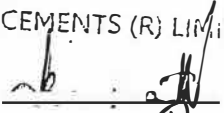
For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR

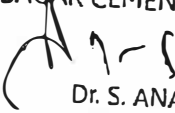
For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

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 Companies.

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**8. TRANSFER OF LIABILITIES**

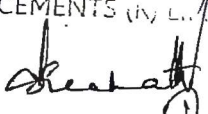
8.1 Upon the Scheme coming into effect and with effect from the Appointed Date, all liabilities relating to and comprised in the Undertaking(s) of the Transferor Company including all debts, liabilities (including contingent liabilities), duties and obligations and undertakings of the Transferor Company 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 Section 232 read with Section 230 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 Companies. 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 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.

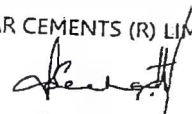
8.2 All debts, liabilities, duties and obligations of the Transferor Company shall, as on the Appointed Date, whether or not provided in the books of the Transferor Companies, and all debts and loans raised and used, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor 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.

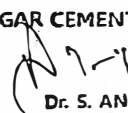
8.3 Where any such debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged after the Appointed Date and prior to the Effective Date by the Transferor Company, such discharge shall be deemed to be for and on account of the Transferee Company.

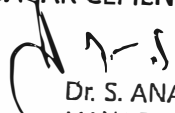
8.4 All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Company after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Section 232 read with Section 230 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



SAGAR CEMENTS (P) LIMITED  
  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS (R) LIMITED  
  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED  
  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS LIMITED  
  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR



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.

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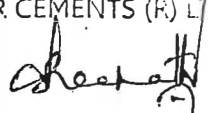
- 8.5 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company 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 therefore 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.

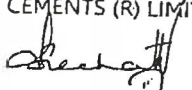
#### 9. ENCUMBRANCES

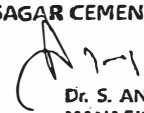
- 9.1 The transfer and vesting of the assets comprised in the Undertaking(s) of the Transferor Company respectively to and in the Transferee Company under Clause 7.1 and Clause 8.1 of this Scheme shall be subject to the mortgage and charges, if any, affecting the same as hereinafter provided.
- 9.2 All 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 their respective Undertakings 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 Companies, 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 therefore after the amalgamation has become effective or otherwise.

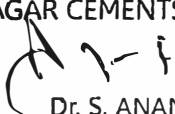
- 9.3 The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of



For SAGAR CEMENTS (R) LIMITED  
  
S. SREEKANTH REDDY  
DIRECTOR

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For SAGAR CEMENTS LIMITED  
  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS LIMITED  
  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

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.

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9.4 Any reference in any security documents or arrangements (to which Transferor Company are 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 maybe 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 Companies, required to be carried out or performed.



**10. TAXES**

10.1 On and from the Appointed Date, if any certificate for Tax Deducted at Source or any other tax credit certificate relating to any Transferor Company is received in the name of any 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

For SAGAR CEMENTS (R) LIMITED  
*S. Sreekanth Reddy*  
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DIRECTOR

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DIRECTOR

For SAGAR CEMENTS LIMITED  
*Dr. S. Anand Reddy*  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS LIMITED  
*Dr. S. Anand Reddy*  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

under any other law which may come into force) paid or payable by any 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.

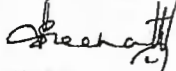
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- 10.3 Any tax liabilities under the IT Act, Customs Act, 1962, Central Excise Act, 1944, GST regulations or other applicable laws/regulations dealing with taxes/duties/levies allocable or related to the business of the Transferor Companies, to the 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.
- 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 Transferor Company and the Transferee Company are also expressly permitted to revise their 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 are 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 Companies, 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 to 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.

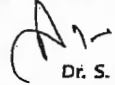


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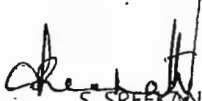
For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR

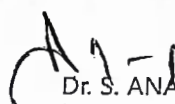
For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR.

For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
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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.

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**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.

**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 either of 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 as the case maybe are a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or

For SAGAR CEMENTS (R) LIMITED  
  
S. SREEKANTH REDDY  
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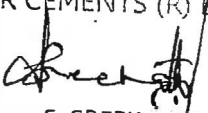
have effect immediately before the Appointed Date, shall continue in full force and effect on or against or in favour of, as the case may be, and be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been party or obllge thereto or thereunder.

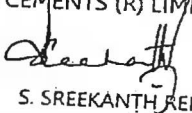
13.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required 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 are 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.

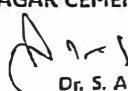
13.3 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, rights, statutory licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of any 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 receive relevant approvals from the concerned Government Authorities as may be necessary in this behalf.

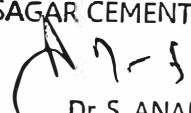


13.4 Upon the coming into effect of this Scheme and with effect from the Appointed Date, any statutory licenses, leasehold rights, permissions or approvals or consents held by the Transferor Company and required to carry on operations or any business of the Transferor Company shall stand vested in or 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, 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

For SAGAR CEMENTS (R) LIMITED  
  
S. SREEKANTH REDDY  
DIRECTOR.

For SAGAR CEMENTS (R) LIMITED  
  
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For SAGAR CEMENTS LIMITED  
  
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MANAGING DIRECTOR

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MANAGING DIRECTOR

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.

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**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 on 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 any Transferor Companies.

**15. CONDUCT OF BUSINESS TILL EFFECTIVE DATE**

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

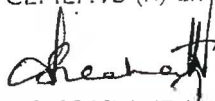
- (a) The Transferor Company shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of their respective Undertaking(s) on account of, and for the benefit of and in trust for, the Transferee Company.
- (b) All profits or incomes accruing or arising to the Transferor Companies, 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 their respective businesses 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 their respective businesses 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.



For SAGAR CEMENTS (R) LIMITED

For SAGAR CEMENTS LIMITED

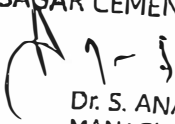
For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR

  
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DIRECTOR

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

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(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 Companies, 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 their 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.

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 their respective Undertakings 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 Companies' 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 which may, in any way, affect the Share Exchange Ratio 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.

15.4 The Transferee Company shall also be entitled, pending sanction of the Scheme, to apply to the NCLT, State Government, and all other agencies, departments and statutory authorities concerned, wherever necessary, for



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such consents, approvals and sanctions which the Transferee Company may require including the registration, approvals, exemptions, reliefs, etc., as may be required / granted under any law for the time being in force for carrying on business of the Transferor Companies.

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## 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, i.e. from the appointed 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 Companies. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into by any Transferor Company with any union/employee of the Transferor Companies.
- (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 Companies. 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.

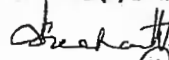


16.2 With effect from the date of filing of this Scheme with the NCLT and up to and including the Effective Date the Transferor Company shall not vary or modify the terms and conditions of employment of any of its employees, except with the written consent of the Transferee Company.

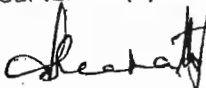
16.3 It is clarified that the services of all transferred staff, workmen and employees of the Transferor Company to the Transferee Company will be treated as having been continuous for the purpose of the aforesaid employee benefits and/or liabilities. For the purpose of payment of any retrenchment compensation, 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

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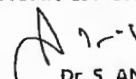
For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR

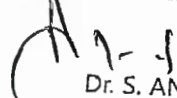
SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR



Company shall also be taken into account by the Transferee Company, who shall pay the same as and when payable.

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#### 17. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and the vesting of the Undertaking(s) 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 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 Companies;

18.3 Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, holidays, incentives, concessions and other authorisations in relation to the Transferor Companies, 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.

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 Companies.

#### 19. CONSIDERATION

19.1 The entire issued and paid-up equity and preference share capital of the Transferor Company is held by the Transferee Company and its nominees. Accordingly, the equity and preference shares held by the Transferee Company in the Transferor Company shall, on and from the end of the



Page 23 of 30

For SAGAR CEMENTS (R) LIMITED

For SAGAR CEMENTS (R) LIMITED

S. SREEKANTH REDDY  
DIRECTOR

S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS LIMITED

Dr. S. ANAND REDDY  
MANAGING DIRECTOR

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.

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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

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 Transition Facilitation Group (ITFG) of the Institute of Chartered Accountants of India and other generally accepted accounting principles in India as follows:

Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Transferee Company shall account the transaction as per the applicable accounting principles prescribed under Appendix C to Indian Accounting Standard (Ind AS) 103 "Business Combinations" prescribed under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015. With effect from the appointed date, all the assets, liabilities and reserves if any of the Transferor Company vested in it pursuant to this scheme shall be recorded at their respective carrying amounts i.e. Book value and in the same form as appearing in the Consolidated Financial Statements of transferee company.

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 consolidated financial statements of the Transferee Company.

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 for the reduction of any assets or liabilities, as the case may be.

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.

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. However, if business combination had occurred after that date, the prior period information shall be restated only from that date".



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For SAGAR CEMENTS (R) LIMITED

For SAGAR CEMENTS LIMITED

SAGAR CEMENTS (R) LIMITED

S. SREEKANTH REDDY  
DIRECTOR

Dr. S. ANAND REDDY  
MANAGING DIRECTOR

S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

Dr. S. ANAND REDDY  
MANAGING DIRECTOR

20.2 Accounting Treatment in the books of Transferor Companies

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 Companies.

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21. VALIDITY OF EXISTING RESOLUTIONS, ETC.,

Upon the coming into effect of this Scheme, resolutions, if any, of the Transferor Companies, 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 Authorized share capital of the Transferor Company, amounting in aggregate to Rs. 182,50,00,000 /-Rupees One Hundred and Eighty Two Crores and Fifty Lakhs only) divided into 13,95,00,000 Equity Shares of Rs. 10/- each amounting to Rs. 139,50,00,000/- (Rupees Hundred and Thirty 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 consent of the shareholders 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 utilised 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:



Authorised Share Capital	(Amount in INR)
13,95,00,000 Equity Shares of Rs. 10/-	139,50,00,000
4,30,00,000 Preference Shares of Rs. 10/- each	43,00,00,000

For SAGAR CEMENTS (R) LIMITED

S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS (R) LIMITED

S. SREEKANTH REDDY  
DIRECTOR

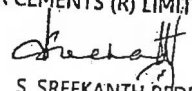
For SAGAR CEMENTS LIMITED


Dr. S. ANAND REDDY  
MANAGING DIRECTOR

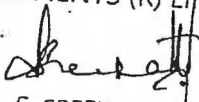
Total	182,50,00,000
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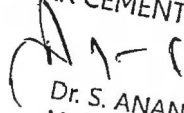
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- 22.3 It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum of Association of the Transferee Company as may be required under the Act.
- 22.4 Clause 5 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:
- 22.5 The Authorised Share Capital of the Company is Rs.182,50,00,000 (Rupees One Hundred and Eighty Two Crores and Fifty Lakhs only) divided into 13,95,00,000 Equity Shares of Rs. 10/- each amounting to Rs. 139,50,00,000/- (Rupees One Hundred and Thirty 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 Fourty Three Crores only).

For SAGAR CEMENTS (R) LIMITED  
  
 S. SREEKANTH REDDY  
 DIRECTOR

For SAGAR CEMENTS LIMITED  
  
 Dr. S. ANAND REDDY  
 MANAGING DIRECTOR

For SAGAR CEMENTS (R) LIMITED  
  
 S. SREEKANTH REDDY  
 DIRECTOR

For SAGAR CEMENTS LIMITED  
  
 Dr. S. ANAND REDDY  
 MANAGING DIRECTOR



**PART - III**

**GENERAL TERMS AND CLAUSES**

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**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**

24.1 The Transferor Company and the Transferee Company shall make all necessary joint applications/petitions to the NCLT under Sections 232 read with Section 230 and other applicable provisions of the Act, for seeking its approval of this Scheme and all matters ancillary or incidental thereto, as may be necessary to give effect to the terms of this Scheme.

24.2 On this Scheme being agreed by the requisite majority of members and creditors of the respective Transferor Company and the Transferee Company, the Transferor Company and the Transferee Company shall apply to the NCLT for sanction of this Scheme under Section 232 read with Section 230 of the Act and other applicable provisions of the Act, and for such other order, or orders, as the NCLT may deem fit for carrying this Scheme into effect.

24.3 Upon this Scheme becoming, effective, the shareholders of the Transferor Company and the Transferee Company shall be deemed to have also accorded their approval under all relevant provisions of the Act for giving effect to the provisions contained in this Scheme.

24.4 It is hereby clarified that filing of the Scheme to the NCLT and to any authorities for their respective approvals is without prejudice to all rights, interest, titles and defenses that the companies have or may have under or pursuant to all applicable laws.

24.5 The Transferor Company and the Transferee Company shall also take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme, including making the required RoC filings.

24.6 The Transferee Company and the Transferor Company shall be entitled, pending the sanction of the Scheme, to apply to any Appropriate Authority, if required, under any law for such consents and approvals which the Transferee Company may require to own the Undertaking and to carry on the business of the Transferor Company and provide such intimations to the Appropriate Authority wherever required.

**25. MODIFICATIONS OR AMENDMENTS TO THIS SCHEME**

25.1 The Transferor Company and the Transferee Company, by their respective Boards, may make and consent to any modification(s) or amendment(s) to this Scheme or to any conditions or limitations that the NCLT or any other authority may deem fit to direct or impose or which may otherwise be



For SAGAR CEMENTS (R) LIMITED

*S. Sreekanth Reddy*  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

SAGAR CEMENTS (R) LIMITED

*S. Sreekanth Reddy*  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

considered necessary, desirable or appropriate by them, provided that any such modification(s) or amendment(s) to this Scheme after the approval of this Scheme by the NCLT shall be subject to the prior approval of the NCLT. The Transferor Company and the Transferee Company by their respective Boards, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of this Scheme or any matter concerned or connected therewith.

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25.2 For the purpose of giving effect to this Scheme or to any modification(s) or amendment(s) thereof or additions thereto, the directors of the Transferee Company may give and is hereby authorised to determine and give all such directions as are necessary, including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

## 26. SCHEME CONDITIONAL ON APPROVALS AND SANCTIONS

This Scheme is conditional upon and subject to:

Approval of this Scheme by the NCLT, whether with any modification or amendment as the NCLT may deem appropriate or otherwise; and

- (a) The certified copies of the NCLT's orders sanctioning this Scheme being filed with the Registrar of Companies, Telangana at Hyderabad by the Transferor Company and the Transferee Company.

## 27. EFFECT OF NON-RECEIPT OF APPROVALS

27.1 In the event that this Scheme is not sanctioned by the NCLT or in the event any of the consents, approvals, permissions, resolutions, agreements, sanctions or conditions specified in this Scheme are not obtained or complied with or this Scheme cannot be implemented for any other reason, this Scheme shall stand revoked and cancelled and shall have no effect, and each of the Transferor Company and the Transferee Company shall bear their own costs, charges and expenses in connection with this Scheme, unless otherwise mutually agreed.

27.2 In the event of non-receipt of approval of any lender or creditor for the transfer of any liability, then at the option of the Board of the Transferee Company, it may issue a security or recognize a liability in favour of the lender or the creditor, as the case may be, on the same terms.

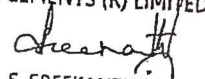
27.3 The transfer of such asset or liability shall become effective from the Appointed Date as and when the requisite approvals are received or the liability or security abovementioned be recognized or issued and the provisions of this Scheme shall apply appropriately to the said transfer, recognition and issue.

## 28. COSTS

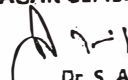
All costs, charges and expenses including stamp duty and registration fee of any deed, document, instrument or NCLT's order including this Scheme or in relation



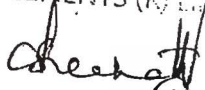
For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR

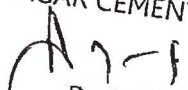
For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS (R) LIMITED

  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

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.

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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 amalgamated company (i.e. 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.
- 29.3 On the approval of the Scheme by the members of the Transferor Company pursuant to Section 232 read with Section 230 of the Act, it shall be deemed that the said members have also accorded all relevant consents under other provisions of the Act to the extent the same may be considered applicable for the purpose of this Scheme.
- 29.4 It is the intention of the parties that any Part of the Scheme, as may be mutually decided by the Board of each of the Parties, shall be severable from the remainder of the Scheme, and the Scheme shall not be affected by such alteration.



For SAGAR CEMENTS (R) LIMITED  
*S. Sreekanth Reddy*  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED  
*Dr. S. Anand Reddy*  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS (R) LIMITED  
*S. Sreekanth Reddy*  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED  
*Dr. S. Anand Reddy*  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

Schedule A

(This Schedule forms an Integral Part of the Scheme of Amalgamation of Sagar Cements (R) Limited with Sagar Cements Limited.

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Immovable properties of M/s. Sagar Cements (R) Limited. Enclosed Schedule A

Regd. Sale Deed Document no. & Date	Survey No.	Extent of land in acres
Grand Total		Acres ___ Cents

For SAGAR CEMENTS (R) LIMITED

*S. Sreekanth Reddy*  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR



For SAGAR CEMENTS (R) LIMITED

*S. Sreekanth Reddy*  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR



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SAGAR CEMENTS (R) LIMITED				
DETAILS OF LAND				
S.No.	Regd. Sale Deed Document no. & Date	Sy.No's	Location	Extn of Land in Acres
1	9042/2015 dt.24.08.2015	339, 400/A1, 400/A2, 400/C, 400/D, 400/E2, 400/F, 400/G2	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	37.87
2	9043/2015 dt.24.08.2015	221/A, 221/B, 221/C, 223/B, 223/C, 223/D, 223/F, 223/G, 224/A2, 224/B1, 224/B2, 224/C1, 224/C2, 224/D	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	33.32
3	9044/2015 dt.24.08.2015	215/A, 215/B, 216, 217/2, 217/3, 218/, 219/B, 220/A, 220/B, 213/A, 213/B, 213/C	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	36.04
4	9045/2015 dt.24.08.2015	228/1, 228/2, 395/A, 396, 398, 401/A, 401/B, 401/C	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	35.82
5	9046/2015 dt.24.08.2015	90/G, 90/H, 90/K, 90/T, 90/U, 90/V, 91/A, 91/B, 91/C, 91/D, 91/E, 94, 95	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	26.36
6	9047/2015 dt.24.08.2015	199/A1, 199/A2, 199/B, 199/C, 199/D, 199/D2, 199/E1, 199/E2, 199/F, 202/A, 202/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	37.70
7	9048/2015 dt.24.08.2015	201/A1, 201/A2, 201/B, 203, 205, 206, 207, 208, 211/1, 211/2, 211/3, 212	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	38.19
8	9049/2015 dt.24.08.2015	226, 227/1, 227/2, 234/A, 304/C, 394/A, 394/C, 394/D	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	39.60
9	9050/2015 dt.24.08.2015	21/A, 21/B, 22/A, 22/B, 22/C, 22/D, 22/F, 22/G, 22/H, 23/A, 23/B, 24/A, 24/B, 24/C, 25, 26	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	38.28
10	9051/2015 dt. 24.08.2015	85/A, 85/C, 86/A, 86/B, 86/C, 86/D, 86/F, 86/G, 86/H, 86/I, 86/P, 86/S, 86/T, 86/U, 86/V, 88/A, 88/B, 89/A	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	32.11
11	9052/2015 dt.24.08.2015	49/A, 49/B, 52/B, 52/C, 70/A, 71/A, 71/B, 72, 73/A, 73/B, 73/C, 73/D, 73/E, 75/A, 75/B, 76	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	39.79
12	9053/2015 dt.24.08.2015	13/A, 13/B, 13/C, 14/A, 14/B, 14/C, 15/B, 15/C, 16/C, 17, 18/A, 18/B, 18/C, 19, 20	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	39.37
13	9054/2015 dt.24.08.2015	77, 78/A, 78/B, 78/C, 78/D, 78/E, 78/F, 78/H, 78/I, 78/J, 78/K, 78/L, 80/A, 80/B, 80/C, 80/D, 80/E, 80/F	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	38.17
14	9064/2015 dt.24.08.2015	415/A, 415/B, 415/C, 415/D, 416, 417, 418	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	35.34
15	9065/2015 dt.24.08.2015	437/A, 437/B, 440/A, 440/B, 441, 441/A, 442/A, 442/B, 442/C, 443	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	22.37
16	9066/2015 dt.24.08.2015	419, 420, 421, 422, 423, 424, 425, 429, 430/A, 430/B, 431/A, 431/B, 432	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	37.56
17	9067/2015 dt.24.08.2015	411, 412, 413/A, 413/B, 414/A, 414/B, 414/C	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	32.53
18	9068/2015 dt.24.08.2015	402/A, 402/B, 402/C, 402/D, 404/A, 404/D, 404/E, 404/F, 404/G, 405, 405, 407, 409/A, 409/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	34.05
19	9069/2015 dt.24.08.2015	433/A, 433/B, 433/C, 433/D, 433/E, 434/A, 434/B, 435/A, 435/B, 435/C	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	25.14
20	7070/2015 dt.24.08.2015	183/1, 183/2, 183/3, 184, 4, 190, 191/1, 195, 193/B, 193/B2, 194/2, 197/A, 197/B, 198, 200/A, 200/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	37.71
21	9077/2015 dt.28.04.2015	27, 28, 30/A, 30/B, 30/C, 31, 32/B, 33, 34, 35/A, 35/B, 36/A, 36/B, 37, 38/B, 47/A, 47/B, 47/C, 47/D	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	37.09
22	9050/2015 dt.24.08.2015	69/A, 69/B, 69/C, 70/B, 78/I, 86/L, 86/N, 90/P, 90/Q, 90/V, 94, 95, 184, 195, 196/A, 196/B, 209	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	39.40
23	9071/2015 dt.24.08.2015	32/A, 54, 55, 59/A, 59/D, 59/C, 59/D, 68/A	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	36.16
24	9072/2015 dt.24.08.2015	225, 235/A, 238, 243/A, 245/D, 369, 390, 393, 400/B, 405, 418, 440/A, 440/B, 441/A, 442/B, 442/C, 438, 436	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	33.71



For SAGAR CEMENTS (R) LIMITED  
*S. Sreekanth Reddy*  
 S. SREEKANTH REDDY  
 DIRECTOR

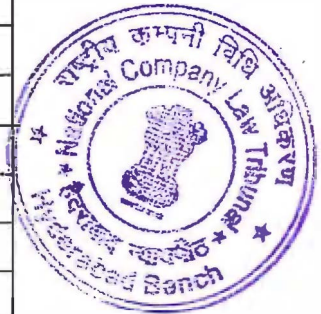
For SAGAR CEMENTS LIMITED  
*Dr. S. Anand Reddy*  
 Dr. S. ANAND REDDY  
 MANAGING DIRECTOR

For SAGAR CEMENTS (R) LIMITED  
*S. Sreekanth Reddy*  
 S. SREEKANTH REDDY  
 DIRECTOR

For SAGAR CEMENTS LIMITED  
*Dr. S. Anand Reddy*  
 Dr. S. ANAND REDDY  
 MANAGING DIRECTOR

25	9057/2015 dt.24.08.2015	17.54,194/1,393,395/B,395/A,400/E2,408,414/D,434/A,435/A,437/A.	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	26.42
26	9055/2015 dt.24.08.2015	24/A,37,74,75/C,86/Q,90/A,90/M,90/I,90/L,90/N,90/O,90/S,90/F,91/A,91/D,95,211/1.223/B,400/D,400/G,428	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	39.11
27	9056/2015 dt.24.08.2015	16.37,68/B,68/B2,191/2,192,193/A,195,196/A,196/B,439	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	35.12
28	10116/2015	369,434/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.00
29	2448/2007 dt.06.11.2007	243/C,244,234	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	4.50
30	2449/2007 dt.06.12.2007	186/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.72
31	2450/2007 dt.06.11.2007	234/A2, 234/C2, 234/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.56
32	2451/2007 dt.07.11.2007	243/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.54
33	2452/2007 dt.07.11.2007	234/A2,234/C2, 234/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.56
34	2453/2007 dt.07.11.2007	404/H	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.06
35	2454/2007 dt.07.11.2007	187	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	4.17
36	2455/2007 dt.07.11.2007	241/A	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	0.67
37	2787/2007 dt.26.12.2007	244	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.50
38	2788/2007 dt.26.12.2007	199/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.70
39	2790/2007 dt.26.12.2007	410	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.01
40	2791/2007 dt.26.12.2007	204	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.25
41	2792/2007 dt.26.12.2007	68/B1,68/B2,55	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	12.35
42	2793/2007 dt.26.12.2007	36C	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	4.35
43	524/2008 dt.01.03.2008	607	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	7.77
44	525/2008 dt.01.03.2008	483	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.98
45	526/2008 dt.01.03.2008	633/A	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	5.00
46	527/2008 dt.01.03.2008	609/C,L,F,M,N,B,D,E,G,J,O	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.00
47	528/2008 dt.01.03.2008	641/A2, 641/C,641/D,641/G,647/A,647/B,647/H,647/I,647/J,647/K,647/L	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.98
48	529/2008 dt.01.03.2008	483	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.90
49	530/2008 dt.01.03.2008	641/E,641/A2,641/M,641/I,641/J,641/K,641/L,641/N,641/F,641/H,648/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	6.60
50	531/2008 dt.01.03.2008	707	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	6.00
51	532/2008 dt.01.03.2008	707	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.00
52	533/2008 dt.01.03.2008	637,638	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.06

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For SAGAR CEMENTS (R) LIMITED

*S. Sreekanth Reddy*  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS (R) LIMITED

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S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

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53	534/2008 dt.01.03.2008	605/C	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.13
54	535/2008 dt.01.03.2008	605/B,606/D,609/A,609/R,609/P	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.94
55	536/2008 dt.01.03.2008	605/A, 605/F,605/D,605/L,605/I,605/J,605/K,605/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	3.47
56	619/2000 dt.13.03.2008	611	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.20
57	620/2000 dt.13.03.2000	611/A	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.25
58	621/2008 dt.13.03.2008	639	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.40
59	636/2008 dt.17.03.2008	493/B,493/C	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	4.00
60	637/2000 dt.17.03.2000	609/I,606/E,638/B,639/D,639/E	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	3.66
61	630/2000 dt.17.03.2000	614,615/C	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	3.97
62	639/2000 dt.17.03.2000	611/A1	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	0.90
63	640/2000 dt.17.03.2000	611/A/A.611/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	4.00
64	641/2000 dt.17.03.2000	648/D,648/E,640/F	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.27
65	642/2008 dt.17.03.2008	639/E	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	0.61
66	643/2008 dt.17.03.2008	606/A,606/C,606/F,632/A,632/C,632/D,646/A,646/B,648/A,648/C,649/B,	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	13.01
67	694/2000 dt.27.03.2000	603/A,603/D,683/C,605/A	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	9.14
68	695/2008 dt.27.03.2008	620/A, 620/C	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	0.44
69	696/2008 dt.27.03.2000	609/Q	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	0.38
70	697/2008 dt.27.03.2008	646/A,646/B,640/A,648/D,640/C	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.94
71	690/2000 dt.27.03.2008	632/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	0.81
72	699/2000 dt.27.03.2008	609/C,609/L,609/F,609/M,609/N,609/B,609/D,609/E,609/G,609/I,609/O,	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.00
73	700/2008 dt.27.03.2008	609/C,609/L,609/F,609/M,609/N,609/B,609/D,609/E,609/G,609/I,609/O,	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.14
74	701/2008 dt.27.03.2008	635	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.10
75	034/2008 dt.25.04.2008	599,600,613/b	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	7.17
76	060/2008 dt.03.05.2008	223/A	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.42
77	861/2008 dt.03.05.2008	15/B,15/C	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	3.40
78	866/2008 dt.07.05.2008	683/A,683/B,683/C	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	4.32
79	867/2008 dt.07.05.2008	85/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.07
80	068/2008 dt.07.05.2008	485	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	3.47



For SAGAR CEMENTS (R) LIMITED

*S. Sreekanth Reddy*  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
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MANAGING DIRECTOR

For SAGAR CEMENTS (R) LIMITED

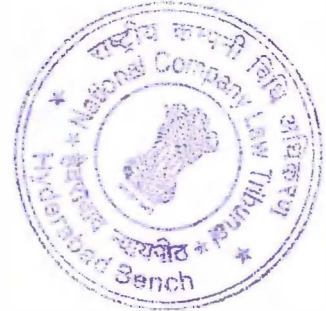
*S. Sreekanth Reddy*  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

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61	869/2008 dt.07.05.2008	506/3	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	1.12
82	871/2008 dt.07.05.2008	611/A3	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	2.05
83	872/2008 dt.07.05.2008	506/3	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	1.13
84	873/2008 dt.07.05.2008	506/1,506/2,504/4	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	10.70
85	891/2008 dt.13.05.2008	655	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	3.30
86	892/2008 dt.13.05.2008	625,626,627	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	7.31
87	093/2008 dt.13.05.2008	624	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	6.68
88	894/2008 dt.13.05.2008	90/A,90/C,90/E,90/D,90/I	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	2.48
89	895/2008 dt.13.05.2008	630/5, 638/6,638/7	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	0.94
90	896/2008 dt.13.05.2008	639/E	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	0.40
91	949/2008 dt.21.05.2008	186/A	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	1.62
92	950/2008 dt.21.05.2008	613/H,613/I	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	5.66
93	951/2000 dt.21.05.2008	621	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	1.82
94	952/2000 dt.21.05.2008	393	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	0.70
95	953/2008 dt.21.05.2008	598	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	3.94
96	1011/2008 dt.02.06.2000	404	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	2.03
97	1061/2008 dt.12.06.2008	612	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	5.29
98	1062/2008 dt.12.06.2008	612	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	8.00
99	1063/2008 dt.12.06.2008	641/C	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	0.27
100	1064/2008 dt.12.06.2008	629	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	3.71
101	1080/2008 dt.16.06.2008	671,672/A,672/B	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	2.95
102	1081/2008 dt.16.06.2008	231	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	3.25
103	1082/2008 dt.16.06.2008	245/A	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	2.42
104	1083/2008 dt.16.06.2008	241/B	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	0.37
105	1084/2008 dt.16.06.2008	245/C	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	0.83
106	1085/2008 dt.16.06.2008	393	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	0.41
107	1086/2008 dt.16.06.2008	245/B	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	0.88
108	1087/2008 dt.16.06.2008	245/A	Gudipadu Village, YadiKI Madal, Anantapur district, Andhra Pradesh	1.10



For SAGAR CEMENTS (R) LIMITED

*S. Sreekanth Reddy*  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
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MANAGING DIRECTOR

For SAGAR CEMENTS (R) LIMITED

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S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
Dr. S. ANAND REDDY  
MANAGING DIRECTOR

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109	1529/2008 dt.22.08.2008	610,260/A	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	11.33
110	1530/2008 dt.22.08.2008	611/C,631/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	5.08
111	2194/2008 dt.17.12.2008	623	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.61
112	2212/2008 dt.19.12.2008	489/A	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.31
113	2204/2008 dt.19.12.2008	539/A, 593/E, 539/H, 341, 511/A, 511/B/1	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	3.43
114	2205/2008 dt.19.12.2008	358,373,374,375,452	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	4.87
115	2206/2008 dt.19.12.2008	357	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.94
116	2210/2008 dt.20.12.2008	647,680	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.10
117	1457/2009 dt.10.08.2009	10/C	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.06
118	1458/2009 dt.10.08.2009	746	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	3.00
119	1459/2009 dt.10.08.2009	746,747	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	5.95
120	1460/2009 dt.10.08.2009	689	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.00
121	1461/2009 dt.10.08.2009	689	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.00
122	1462/2009 dt.10.08.2009	746	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.95
123	1463/2009 dt.10.08.2009	701	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	0.71
124	1464/2009 dt.10.08.2009	697	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.49
125	1465/2009 dt.10.08.2009	748	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.01
126	1466/2009 dt.10.08.2009	697,747	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.50
127	1473/2009 dt.10.08.2009	572/2	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.71
128	1474/2009 dt.10.08.2009	569/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	7.75
129	648/2010 dt.04.03.2010	394/B, 489/B, 393	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	5.77
130	649/2010 dt.04.03.2010	363,365/A	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	4.65
131	650/2010 dt.04.03.2010	605/1, 605/L, 640/1, 2, 3, 4, 641/A, 1, 641/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.39
132	651/2010 dt.04.03.2010	729/1	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.14
133	652/2010 dt.04.03.2010	510/A, 510/B, 687, 689	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	5.00
134	661/2010 dt.05.03.2010	189	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	0.88
135	662/2010 dt.05.03.2010	363,630/A	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.60
136	663/2010 dt.05.03.2010	202	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	5.53



For SAGAR CEMENTS (R) LIMITED

*S. Sreekanth Reddy*  
S. SREEKANTH REDDY  
DIRECTOR

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For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
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For SAGAR CEMENTS LIMITED

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Dr. S. ANAND REDDY  
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137	664/2010 dt.05.03.2010	510/D	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.06
138	2193/2010 dt.22.09.2010	426,427	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	2.75
139	330/2011 dt.14.03.2011	78/G.78/J	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	3.12
140	333/2011 dt.14.03.2011	86/K	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	0.61
141	334/2011 dt.14.03.2011	86L, 434/A	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	0.93
142	331/2011 dt.14.03.2011	223/E, 184/1, 184/2	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	7.14
143	332/2011 dt.14.03.2011	29	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	0.66
144	335/2011 dt.14.03.2011	441/B	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	1.83
145	1096/2018 dt.31.05.2018	760/1,760/2,761 to 769, 477,482,486,709,754,604,608,644, 478,479,480,481,484/A,484/B,486/2,492,603 (7.613/A,615/A,616,634,649/A,652/A)	Gudipadu Village, Yadiki Madal, Anantapur district, Andhra Pradesh	478.02
146	2194/2010 dt.22.09.2010	197/A,197/B,197/C	Nettur village, Yadiki Madal, Anantapur district, Andhra Pradesh	8.10
147	2195/2010 dt.22.09.2010	199	Nettur village, Yadiki Madal, Anantapur district, Andhra Pradesh	4.18
148	2304/2010 dt.05.10.2010	201	Nettur village, Yadiki Madal, Anantapur district, Andhra Pradesh	9.71
149	2366/2010 dt.19.10.2010	196	Nettur village, Yadiki Madal, Anantapur district, Andhra Pradesh	7.26
150	2367/2010 dt.19.10.2010	197/C	Nettur village, Yadiki Madal, Anantapur district, Andhra Pradesh	3.00
151	2533/2010 dt.11.11.2010	199	Nettur village, Yadiki Madal, Anantapur district, Andhra Pradesh	3.05
152	10117/2015 dt.24.08.2015	194,195,196,206/A	Nettur village, Yadiki Madal, Anantapur district, Andhra Pradesh	23.48
153	10118/2015 dt.24.08.2015	191/A,192,193	Nettur village, Yadiki Madal, Anantapur district, Andhra Pradesh	36.56
153	835/2008 dt.25.04.2008	105/A	Venkatam Pally, Yadiki Madal, Anantapur district, Andhra Pradesh	1.50
153	862/2008 dt.03.05.2008	78/B,105/0	Venkatam Pally, Yadiki Madal, Anantapur district, Andhra Pradesh	2.40
153	863/2008 dt.03.05.2008	104	Venkatam Pally, Yadiki Madal, Anantapur district, Andhra Pradesh	2.53
153	2202/2008 dt.18.02.2008	06	Venkatam Pally, Yadiki Madal, Anantapur district, Andhra Pradesh	6.58
153	2211/2008 dt.20.12.2000	106	Venkatam Pally, Yadiki Madal, Anantapur district, Andhra Pradesh	1.45
Total				1892.89



For SAGAR CEMENTS (R) LIMITED

*S. Sreekanth Reddy*  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
DR. S. ANAND REDDY  
MANAGING DIRECTOR

For SAGAR CEMENTS (R) LIMITED

*S. Sreekanth Reddy*  
S. SREEKANTH REDDY  
DIRECTOR

For SAGAR CEMENTS LIMITED

*Dr. S. Anand Reddy*  
DR. S. ANAND REDDY  
MANAGING DIRECTOR