

Form No. CAA.7

[Pursuant to Section 230 and rule 20]

**IN THE NATIONAL COMPANY LAW TRIBUNAL
KOLKATA BENCH**

C.P. (CAA) No.1 /KB/2024

Connected with

C.A. (CAA) No. 196/KB/2023

In the matter of:

The Companies Act, 2013;

And

In the matter of:

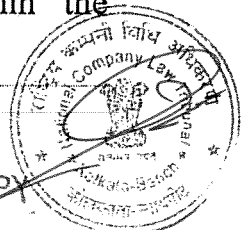
An application under Section 230 read with 232 of the said Act and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules 2016;

And

In the matter of:

1) Springway Mining Private Limited
a company incorporated under the
Companies Act, 1956 with CIN
U10100WB2010PTC152849 and
having its registered office at McLeod
House, 1st Floor 3, Netaji Subhas
Road, Kolkata- 700001 within the
aforesaid jurisdiction.

✓ **COMPARED**



**... TRANSFEROR COMPANY
1/ PETITIONER COMPANY**

And

In the matter of:

2) NKJA Mining Private Limited is a company incorporated under the Companies Act, 1956 with CIN U10100MH2012PTC411293 and having its registered office at JSW Centre, Bandra Kurla Complex, Bandra (East) Mumbai – 400051 outside the aforesaid jurisdiction.

**... TRANSFEROR COMPANY 2/
NON- PETITIONER COMPANY**

No. 1

And

In the matter of:

3. JSW Cement Limited is a company incorporated under the Companies Act, 1956 with CIN U26957MH2006PLC160839 and having its registered office at JSW Centre, Bandra Kurla Complex, Bandra (East) Mumbai – 400051 outside the aforesaid jurisdiction.

**... TRANSFEREE COMPANY /
NON- PETITIONER COMPANY**

No. 2

2 | Page **COMPARED**

CERTIFIED TO BE TRUE COPY



And

In the Matter of :

Springway Mining Private Limited.

....Petitioner Company/ Petitioner

Order Under Section 230 to 232

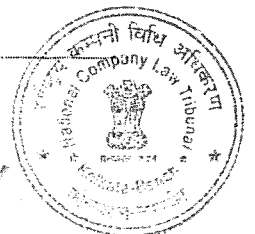
1. The above Company Petition coming on for further hearing on the 19th day of February 2024 and upon hearing the advocate appearing for the Petitioners and upon hearing Regional Director, Eastern Region representing the Central Government the final order was passed on 12th day of March 2024.

2. This Court is convened through hybrid mode.

3. The instant petition has been filed under Section 230(6) of the Companies Act, 2013 ("Act") for sanction of the Scheme of Amalgamation of

Springway Mining Private Limited	Transferor Company No. 1
NKJA Mining Private Limited	Transferor Company No. 2
JSW Cement Limited	Transferee Company

whereby and where under the Transferor Company No. 1 and Transferor Company No. 2 are proposed to be amalgamated with the Transferee Company from the Appointed Date, being **10th October 2022** in the manner and on the terms and conditions stated in the said Scheme of Amalgamation ("Scheme"). The Transferor Company No. 1 and the Transferor Company No. 2 are collectively referred to as 'the Transferor Companies.'



4. The Petition has now come up for final hearing. Counsel for the Petitioner Company submits as follows :

- a) The appointed date as per the Scheme is **10th October, 2022.**
- b) The Scheme was approved by the Board of Directors of the Petitioner Company and Non-Petitioner Company No. 1 at their meetings held on 02.08.2023 and 04.10.2023 and by the Board of Directors of the Transferee Company i.e., Non-Petitioner Company No. 2 at their meetings held on 01.08.2023 and 04.10.2023.
- c) The circumstances which justify and/or have necessitated the Scheme and the benefits of the same are inter alia as follows:

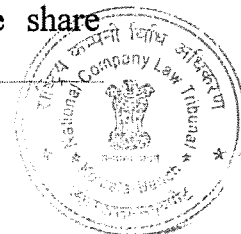
FOR THE PURPOSE OF AMALGAMATION

The Scheme is a part of an overall streamlining and re-organization plan and is expected to provide the following benefits:

- a) There are several commonalities and synergistic linkages; as such the amalgamation will result in efficiency of management and maximization of value for the all stakeholders;
- b) Greater ability to access and raise funds for carrying on its business and completing projects and carrying on the operations on more favourable terms;
- c) Pooling of the financial, managerial and technical resources, personnel, capabilities, skills, expertise and technologies, leading to optimum use of infrastructure, cost reduction and efficiencies, productivity gains, logistic

advantages, reduction of administrative and operational costs, thereby significantly contributing to the future growth.

- d) Greater potential to the combined entity to develop and further grow and diversify with better optimization of funds and efficient utilization of resources;
 - e) Ensuring a streamlined group structure by reducing the number of legal entities in the group and reducing the multiplicity of legal and regulatory compliances required at present; and
 - f) Administrative and operational convenience
-
- d) The Statutory Auditors of the Petitioner Company and the Transferee Company have by their respective certificates dated 5th October, 2023 confirmed that the accounting treatment in the Scheme is in conformity with the accounting standards prescribed under Section 133 of the Companies Act, 2013.
 - e) No proceedings are pending under Sections 210 to 227 of the Companies Act, 2013 against the Petitioner.
 - f) That as the Transferor Company 1 i.e., Petitioner Company is an indirect wholly owned subsidiary of the Transferee Company and the Transferor Company 2 is a direct wholly owned subsidiary of the Transferee Company, no shares of the Transferee Company shall be allotted towards discharge of consideration or in lieu or exchange of the equity shareholding in the Transferor Companies. Further, As the entire issued, subscribed and paid-up 9% non-convertible cumulative redeemable preference share

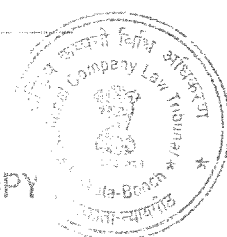


capital of the Petitioner Company is held by the Transferee Company, no shares of the Transferee Company shall be allotted towards discharge of consideration or in lieu or exchange of the 9% non-convertible cumulative redeemable preference shareholding in the Petitioner Company. Accordingly no valuation report is required for the purpose of the Scheme and upon the coming into effect of this scheme, the share certificates, if any, and/or the shares in electronic form representing the shares in the Transferor Companies shall be deemed to be cancelled without any further act or deed for cancellation thereof and shall cease to be in existence accordingly.

5. It is submitted by Ld. counsel appearing for the Petitioner that, the Petitioner has the following classes of shareholders and creditors:-

Sr No.	Equity Shareholders	9% Non-Convertible Cumulative Redeemable Preference Shareholders	Secured Creditors as on 30 th June, 2023	Unsecured Creditors as on 30 th June, 2023
1.	2	1	Nil	4

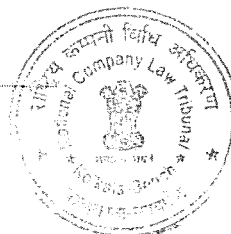
6. By an order dated 20th December, 2023 in C.A.(CAA)/196(KB)2023 (annexed at Volume IV at pg. 482 to 487, of the Petition), this Tribunal passed the following directions with regard to meetings of Shareholders and Creditors of the Petitioner Company under Section 230(1) of the Act:



"Meeting Dispensed:

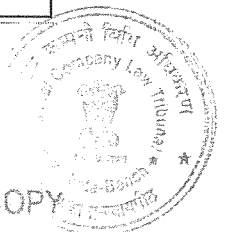
- a) *In view of the fact that the Equity Shareholders of the Applicant Company have given their consent by way of an affidavit, the meeting of the Equity Shareholders of the Applicant Company is hereby dispensed with.*
- b) *In view of the fact that the sole 9% Non-convertible Cumulative Redeemable Preference Shareholder has given its consent by way of an affidavit, the meeting of the 9% Non-convertible Cumulative Redeemable Preference Shareholder of the Applicant Company is hereby dispensed with.*
- c) *In view of the fact that there are no Secured Creditors in the Applicant Company, the meeting of Secured Creditor of the Applicant Company is hereby dispensed with.*
- d) *In view of the fact that Unsecured Creditor representing 99.99% value of the total unsecured creditors has given its consent by way of an affidavit, the meeting of Unsecured Creditor of the Applicant Company is hereby dispensed with."*

Consequently, the Petitioner Company presented the instant petition for sanction of the Scheme. By an order dated 11th January, 2024 the instant petition was admitted by this Tribunal and fixed for hearing on 19th February 2024 upon issuance of notices to the Statutory / Sectoral Authorities and advertisement of date of hearing. In compliance with the said order dated 11th January 2024, the Petitioner Company has duly



served such notices on the Regulatory Authorities viz Particulars in tabular form as follows:

Name of the Regulatory Authority	Date of service	Affidavit of Compliance - Annexure	Affidavit of Compliance - Page No.
BY ELECTRONIC MAIL			
Regional Director, Eastern Region (MCA) Kolkata	25.01.2024	C1	Pg 42 to 43
Registrar of Companies West Bengal	25.01.2024	C2	Pg 44 to 45
Income Tax Authorities including Pr. Chief Commissioner of Income Tax	25.01.2024	C3-C4	Pg 46 to 47
Official Liquidator, High Court, Calcutta	25.01.2024	C5	Pg 48 to 49
Goods and Service Tax Authorities	25.01.2024	C6-C7	Pg 50 to 51
The District Collector Panna, Madhya Pradesh	25.01.2024	C8	Pg 52
BY HAND DELIVERY			
Regional Director, Eastern Region (MCA) Kolkata	29.01.2024	B1	Pg 10 to 13
Registrar of Companies West Bengal	29.01.2024	B2	Pg 14 to 17
Income Tax Authorities including Pr. Chief	29.01.2024	B3-B4	Pg 18 to 25



Commissioner of Income Tax			
Official Liquidator, High Court, Calcutta	29.01.2024	B5	Pg 26 to 29
Goods and Service Tax Authorities	24.01.2024	B6-B7	Pg 30 to 33 Pg 34 to 37
The District Collector Panna, Madhya Pradesh	25.01.2024	B8	Pg 38 to 41
Paper Publication both Business Standard and Aajkal	06.02.2024	D1-D2	Pg 53 to 54
Affidavit of Compliance filed with the Registry	13.02.2014	-	-

All statutory formalities requisite for obtaining sanction of the Scheme have been duly complied with by the Petitioner Company. The Scheme has been made bonafide and is in the interest of all concerned.

7. The Official Liquidator has filed his report dated 07th February, 2024 and stated that affairs of the aforesaid the Petitioner Company do not appear to have been conducted in a manner prejudicial to the interest of its members or to public interest as per the provisions of the Companies Act 1956/the Companies Act 2013 whichever is applicable.

8. Pursuant to the said advertisements and notices, the Regional Director (Eastern Region), Ministry of Corporate Affairs ("RD") has filed his representations before this Tribunal.



9. The RD has filed his reply affidavit dated 07th February, 2024 ("RD affidavit") which has been dealt with by the Petitioner Company by their Rejoinder affidavit dated 12th February, 2024 ("Rejoinder"). The observations of the RD and responses of the Petitioner Company are summarized as under:

Paragraph 2 (a) of RD Affidavit

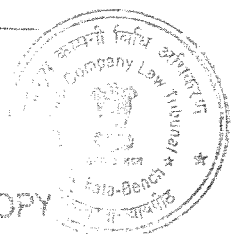
It is submitted that the Transferee Company namely JSW Cement Limited and the Transferor Company namely NKJA Mining Private Limited are registered in the State of Maharashtra under the Registry of ROC Mumbai, which is not under this jurisdiction of this Deponent. Hence, this Department has no comment on them.

Paragraph 4(a) of the Rejoinder

With reference to paragraph 2(a) of the said report, it is submitted that the same is a matter of record and may be considered as such by the Hon'ble Tribunal. The Transferee Company and the Transferor Company 2 are registered in the State of Maharashtra and are under the jurisdiction of Registrar of Companies, Mumbai and the Regional Director, Western Region. The returnable date for the joint petition of the Transferee Company and the Transferor Company 2 is scheduled on 20th February 2024 before the Hon'ble NCLT Mumbai Bench.

Paragraph 2 (b) of RD Affidavit

That it is submitted that on the examination of report of the Registrar of Companies, West Bengal, it appears that no complaint and/or representation has been received against the proposed Scheme of Amalgamation so far in respect of Transferor Company, Springway Mining Private Limited is concerned. Further, the Transferor Petitioner



Company is updated in filing their Financial Statements and Annual Returns for the financial year 31/03/2023.

Paragraph 4(b) of the Rejoinder

With reference to paragraph 2(b) of the said report, it is submitted that the same is a matter of record and may be considered as such by the Hon'ble Tribunal. The Petitioner Company has complied with annual filing of financial statements and annual return for the year ended on 31st March, 2023.

Paragraph 2 (c) of the RD Affidavit

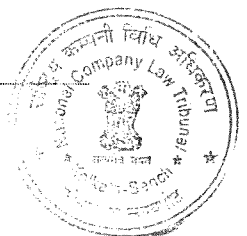
It is stated the Petitioner Company should be directed to provide list/details of Assets, if any, to be transferred from the Transferor Company to the Transferee Company upon sanctioning of the proposed Scheme.

Paragraphs 4 (c) of the Rejoinder

With reference to paragraph 2(c) of the said report, the Petitioner Company undertakes that the Transferee Company will file the list of assets to be transferred from the Petitioner Company to the Transferee Company with the Regional Director, Eastern region upon the Scheme becoming effective after the sanctioning of the Scheme by the Hon'ble Tribunal, Kolkata Bench and Mumbai Bench.

Paragraph 2 (d) of RD Affidavit

It is stated that the Petitioner Company should undertake to comply with the provisions of section 232(3)(i) of the Companies Act 2013 through appropriate affirmation.



Paragraph 4 (d) of the Rejoinder

With reference to paragraph 2(d) of the said report, it is stated that the Scheme does not provide for combination of the authorised share capital of the Transferor Company 1 and the Transferor Company 2 upon the Scheme becoming effective. Accordingly, the question of the Transferee Company paying the difference of fees and stamp duty does not arise. Hence question of compliance of section 232(3)(i) does not arise.

Paragraph 2 (e) of RD Affidavit

It is stated that the petitioner company should be directed to pay applicable stamp duty on the transfer of the immoveable properties from the Transferor Company to the Transferee Company.

Paragraph 4(e) of the Rejoinder

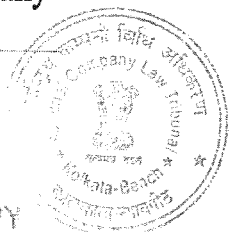
With reference to statement made in stated Paragraph 2(e) of the said report, it is hereby submitted that the Transferee Company shall pay the applicable stamp duty on the transfer of immoveable properties from the Transferor Company to it, if any, as per the applicable law.

Paragraph 2 (f) of RD Affidavit

The Hon'ble Tribunal may kindly direct the Petitioners to file an affidavit to the extent that the Scheme enclosed to the Company Application and Company Petition are one and same and there is no discrepancy or no change is made.

Paragraph 4(f) of the Rejoinder

With reference to paragraph 2(f) of the said affidavit, the Petitioner Company undertakes that the scheme enclosed to the Company



Application and Company Petition are one and same and there is no discrepancy, and no change made thereof.

Paragraph 2 (g) of RD Affidavit

It was submitted that as per instructions of the Ministry of Corporate Affairs, New Delhi a copy of the scheme was forwarded to the Income tax Department on 09/01/2024 for their views/observation in the matter. However, no such views/observation in the matter from the Income Tax Department has been received yet. Hon'ble Tribunal may peruse the same and issue order as deemed fit and proper.

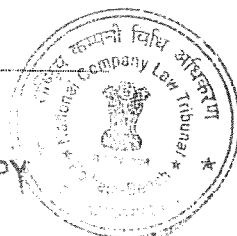
Paragraph 4(g) of the Rejoinder

With reference to paragraph 2(g) of the said report, it is submitted that the same is a matter of record and may be considered as such by the Hon'ble Tribunal. That as per the said report, on instructions of the Ministry of Corporate Affairs, New Delhi, a copy of the scheme was forwarded to the Income Tax Department on 09/01/2024 for their views/observation in the matter. However, no such views/observation in the matter from the Income Tax Department has been received yet. Further, the Petitioner Company submits that it had served notices dated 21st December, 2023 and 19th January, 2024 on the income tax department pursuant to the orders of the Hon'ble Tribunal dated 20th December, 2023 and 11th January, 2024. The Petitioner Company submits that it has not received any observation in the matter from the Income Tax Department.

10. Heard the submissions made by the Ld. Counsel appearing for the Petitioner Company and the JD appearing for the RD(Eastern Region). Upon

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perusing the records and documents in the instant proceedings and considering the submissions, we allow the petition and make the following orders:-

THIS TRIBUNAL DOTH ORDER

- i. The Scheme of Amalgamation mentioned in this Petition being Annexure A is hereby sanctioned by this Tribunal with Appointed date as **10th day of October, 2022** and to be binding on the Petitioner Company i.e. Springway Mining Private Limited, and their shareholders and all concerned.
- ii. Vesting and transfer of all assets, properties entitlements rights benefits and advantages, liabilities and obligations of the Petitioner Company to the Transferee Company and to become the assets, properties, entitlements, rights, benefits, advantages, liabilities and obligations of the Transferee Company.
- iii. That all proceedings and/or suit appeals now pending by or against or in relation to the Petitioner Company shall be continued by or against the Transferee Company.
- iv. Dissolution without winding up of the Petitioner Company namely Springway Mining Private Limited in accordance with the Scheme;
- v. Leave is granted to the Petitioner Company to file the Schedule of assets and liabilities of the Petitioner Company in the form as prescribed in the Schedule to Form No. CAA7 of the Companies (Compromises, Arrangements and Amalgamations) Rules 2016 within three weeks from the date of receiving a copy of this order.



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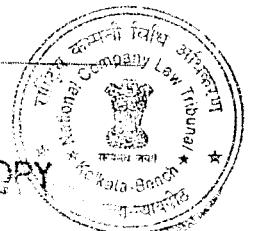


- vi. That any person interested be at liberty to apply to this Tribunal in the above matter for any direction that may be necessary;
- vii. The Petitioner Company shall within 30 (thirty) days of the date of the receipt of the certified copy of the order to be made herein, cause a certified copy thereof to be delivered to the Registrar of Companies for registration.

11. This order will be effective subject to the final order passed by the Hon'ble Tribunal, Mumbai Bench in being C.P.(CAA)/315/MB/2023.

12. The Petitioner Company shall supply legible print out of the scheme and schedule of assets and liabilities in acceptable form to the department and the department will append such printout, upon verification to the certified copy of the order.

13. The Company Petition C.P. (CAA) No. 1 /KB /2024 connected with Company Application C.A. (CAA) No. 196 /KB /2023 is disposed of accordingly.



Witness:

Smt. Bidisha Banerjee, Hon'ble Member (Judicial) and Shri D. Arvind, Hon'ble Member (Technical), at Kolkata aforesaid the 12th day of March 2024.

Mr. Anirudhya Dutta, Advocate on record for the petitioners.

Mr. Sudhir Kapoor, J.D., C/o Regional Director, Eastern Region, Ministry of Corporate Affairs.

SCHEDULE OF ASSETS

First Part – Part-I

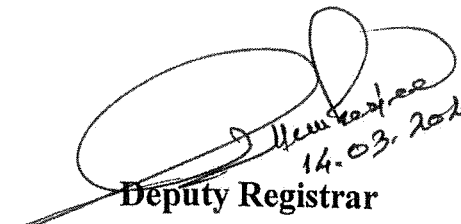
(As per annexure)

Second Part – Part-II

(As per annexure)

Third Part – Part-III

(As per annexure)

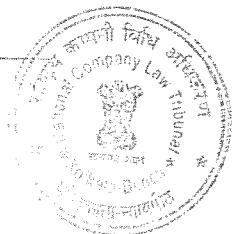

14.03.2024
Deputy Registrar

**National Company Law Tribunal
Kolkata Bench**

Dated: the 14th day of March, 2024.



COMPARED



SCHEME OF AMALGAMATION
OF
SPRINGWAY MINING PRIVATE LIMITED
("SMPL" OR "THE TRANSFEROR COMPANY 1").
AND
NKJA MINING PRIVATE LIMITED
("NMPL" OR "THE TRANSFEROR COMPANY 2")
WITH
JSW CEMENT LIMITED
("JCL" OR "THE TRANSFEREE COMPANY")
AND
THEIR RESPECTIVE SHAREHOLDERS

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

(A) PREAMBLE

This Scheme of Amalgamation is presented under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013, as may be applicable, for amalgamation of Springway Mining Private Limited ("SMPL" or "the Transferor Company 1") and NKJA Mining Private Limited ("NMPL" or "the Transferor Company 2") [the Transferor Company 1 and the Transferor Company 2 are collectively referred to as the



Transferor Companies] with JSW Cement Limited ("JCL" or "the Transferee Company") and their respective shareholders ("the Scheme"). This Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

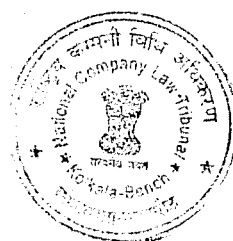
(B) BACKGROUND OF THE COMPANIES

- i. The Transferor Company 1 is a private limited company set up for mining of limestone and provide integrated cement manufacturing facilities. The Transferor Company 2 holds 49% equity share capital of the Transferor Company 1 and the Transferee Company holds 51% equity share capital of the Transferor Company 1. The Transferee Company holds 100% equity share capital of the Transferor Company 2. Furthermore, the Transferee Company holds 100% of the total issued, subscribed and paid-up 9% non-convertible cumulative redeemable preference share capital of the Transferor Company 1. Accordingly, the Transferor Company 1 is an indirect wholly owned subsidiary of the Transferee Company.
- ii. The Transferor Company 2 is a private limited company acting as an investment holding company with investment in 49% equity share capital of the Transferor Company 1. It is a direct wholly owned subsidiary of the Transferee Company.

- iii. The Transferee Company is a public limited company engaged in the business of manufacture and sale of cement, ground granulated blast furnace slag and clinker and trading of allied products, etc.

(C) RATIONALE FOR THE SCHEME

The Transferee Company is a well-established company engaged in the business of manufacturing variety of cements, ready mix concrete and various building products, and services. Its cement manufacturing units are located in Nandyal in the State of Andhra Pradesh, Bellary in the State of Karnataka, Raigad in the State of Maharashtra, Paschim Midnapore in the State of West Bengal, Jajpur in the State of Odisha and Salem in the State of Tamil Nadu. The Transferee Company has been able to significantly grow its cement manufacturing business over the years by installing and adding new manufacturing capacity. The Transferor Companies were recently acquired by the Transferee Company. The Transferor Companies does not possess the financial, technical and other resources required for setting up large cement plants whereas the merged entity should be in a position to meet the desired objective. In order to integrate the business of the Transferor Companies with the business of the Transferee Company more beneficially, it is considered desirable and expedient to amalgamate the



Transferor Companies with the Transferee Company in the manner and on the terms and conditions stated in this Scheme of Amalgamation.

The amalgamation of the Transferor Company 1 and the Transferor Company 2 with the Transferee Company would have the following benefits:

- There are several commonalities and synergistic linkages; as such the amalgamation will result in efficiency of management and maximization of value for the all stakeholders;
- Greater ability to access and raise funds for carrying on its business and completing projects and carrying on the operations on more favourable terms;
- Pooling of the financial, managerial and technical resources, personnel, capabilities, skills, expertise and technologies, leading to optimum use of infrastructure, cost reduction and efficiencies, productivity gains, logistic advantages, reduction of administrative and operational costs, thereby significantly contributing to the future growth.
- Greater potential to the combined entity to develop and further grow and diversify with better optimization of funds and efficient utilization of resources;



- Ensuring a streamlined group structure by reducing the number of legal entities in the group and reducing the multiplicity of legal and regulatory compliances required at present; and
- Administrative and operational convenience

(D) PARTS OF THE SCHEME:

This Scheme of Amalgamation is divided into the following parts:

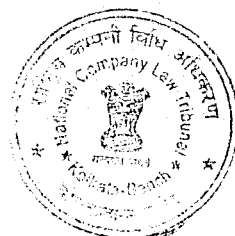
- PART I Deals with Definitions, Interpretation and Share Capital;
- PART II Deals with the amalgamation of Springway Mining Private Limited and NKJA Mining Private Limited with JSW Cement Limited;
- PART III Deals with the general terms and conditions applicable to the Scheme

PART I

DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

1 DEFINITIONS

In this Scheme of Amalgamation, unless inconsistent with the subject or context, the following expressions shall have the meaning respectively assigned against them:



- 1.1 **“Act” or “the Act”** means the Companies Act, 2013 and the rules and regulations made thereunder, as the case may be, and shall include any statutory modifications, amendments or re-enactment thereof for the time being in force;
- 1.2 **“Appointed Date”** means 10th October, 2022 or such other date as may be approved by the National Company Law Tribunal or such other Appropriate Authority;
- 1.3 **“Appropriate Authority”** means any applicable central, state or local government, legislative body, regulatory, administrative or statutory authority, agency or commission or department or public or judicial body or authority, including, but not limited to the Regional Director, the Ministry of Corporate Affairs, the Registrar of Companies and the National Company Law Tribunal;
- 1.4 **“Board of Directors” or “Board”** means the Board of Directors of the Transferor Companies or of the Transferee Company as the context may require and shall, unless it be repugnant to the context or otherwise, include a duly constituted committee of directors or any person(s) authorised by the Board of Directors or such committee of directors;
- 1.5 **“Effective Date” or “coming into effect of this Scheme” or “upon the scheme being effective” or “effectiveness of the Scheme”** means the last



of the date or dates on which all the conditions and matters referred to in Clause 16 are fulfilled, obtained or waived off and the certified copy of the order of the National Company Law Tribunal, Mumbai Bench sanctioning this Scheme of Amalgamation is filed by the Transferor Company 2 and the Transferee Company with the Registrar of Companies, Mumbai and the certified copy of the order of the National Company Law Tribunal, Kolkata Bench sanctioning this Scheme of Amalgamation is filed by the Transferor Company 1 with the Registrar of Companies, Kolkata

- 1.6 **“JCL” or “the Transferee Company”** means JSW Cement Limited (CIN: U26957MH2006PLC160839), a company incorporated under the Companies Act, 1956 and having its Registered Office at JSW Centre Bandra Kurla Complex, Bandra (East), Mumbai – 400051;
- 1.7 **“NCLT”** means the National Company Law Tribunal, Mumbai Bench, the National Company Law Tribunal, Kolkata Bench, the National Company Law Appellate Tribunal and any other competent authority as constituted and authorized as per the provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under Section 230-232 of the Companies Act, 2013;



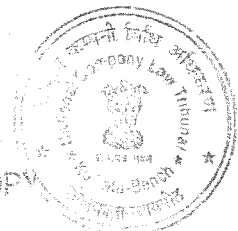
1.8 **"NMPL" or "the Transferor Company 2"** means NKJA Mining Private Limited (CIN: U10100MH2012PTC411293), a company incorporated under the Companies Act, 1956 and having its Registered Office at JSW Centre Bandra Kurla Complex, Bandra (East), Mumbai – 400051

1.9 **"Scheme" or "the Scheme" or "this Scheme"** means this Scheme of Amalgamation in its present form or with any modification(s) made under Clause 14 of this Scheme as approved or directed by the NCLT;

1.10 **"SMPL" or "the Transferor Company 1"** means Springway Mining Private Limited (CIN: U10100WB2010PTC152849) a company incorporated under the Companies Act, 1956 and having its Registered Office at McLeod House, 1st Floor 3, Netaji Subhas Road, Kolkata - 700001;

1.11 **"Transferor Companies"** means Springway Mining Private Limited and NKJA Mining Private Limited collectively termed as Transferor Companies.

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



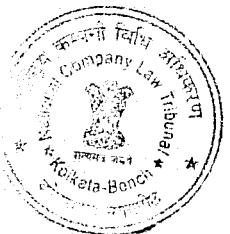
2 DATE OF TAKING EFFECT AND OPERATIVE DATE

- 2.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT or made under Clause 14 of this Scheme shall be effective from the Appointed Date but shall become operative from the Effective Date.

3 SHARE CAPITAL

- 3.1 The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company 1 as on 31st March, 2023 is as under:

Particulars	Amount (in INR)
Authorized Share Capital	
1,00,00,000 Equity Shares of INR 10/- each	10,00,00,000
2,00,00,000 9% Non-Convertible Cumulative Redeemable Preference Shares of INR 10/- each	20,00,00,000
Total	30,00,00,000
Issued, Subscribed and Paid-up Share Capital	
10,000 Equity Shares of INR 10/- each, fully paid up	1,00,000
2,00,00,000 9% Non-Convertible Cumulative	20,00,00,000



Redeemable Preference Shares of INR 10/- each	
Total	20,01,00,000

Subsequent to 31st March, 2023, there has been no change in the Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company 1.

The entire issued, subscribed and paid-up equity share capital of the Transferor Company 1 is held by the Transferor Company 2 and the Transferee Company. The Transferor Company 2 and the Transferee Company hold 49% and 51% respectively of the total issued, subscribed and paid-up equity share capital of the Transferor Company 1.

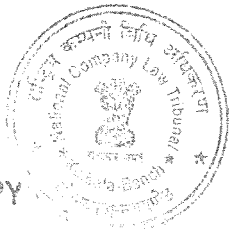
Further, the entire issued, subscribed and paid-up capital of the Transferor Company 2 is held by the Transferee Company.

Furthermore, the Transferee Company holds 100% of the total issued, subscribed and paid-up 9% non-convertible cumulative redeemable preference share capital of the Transferor Company 1.

Accordingly, the Transferor Company 1 is an indirect wholly owned subsidiary of the Transferee Company.

3.2 The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company 2 as on 31st March, 2023 is as under:

Particulars	Amount (in INR)
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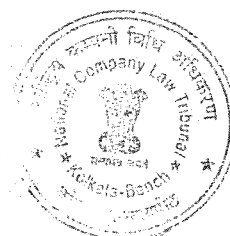


Authorized Share Capital	
10,000 Equity Shares of INR 10/- each	1,00,000
49,00,000 9% Non-Convertible Cumulative Redeemable Preference Shares of INR 10/- each	4,90,00,000
Total	4,91,00,000
Issued, Subscribed and Paid-up Share Capital	
10,000 Equity Shares of INR 10/- each, fully paid up	1,00,000
Total	1,00,000

Subsequent to 31st March, 2023, there has been no change in the Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company 2. The entire issued, subscribed and paid-up equity share capital of the Transferor Company 2 is held by the Transferee Company. Accordingly, the Transferor Company 2 is a wholly owned subsidiary of the Transferee Company.

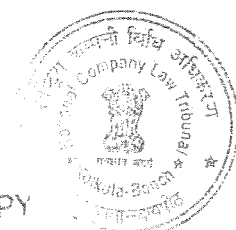
- 3.3 The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferee Company as on 31st March, 2023 is as under:

Particulars	Amount (in INR)
Authorized Share Capital	



1,80,00,00,000 Equity Shares of INR 10/- each	18,00,00,00,000
17,00,00,000 Preference Shares of INR 100/- each	17,00,00,00,000
Total	35,00,00,00,000
Issued, Subscribed and Paid-up Share Capital	
98,63,52,230 Equity Shares of INR 10/- each, fully paid up	9,86,35,22,300
16,00,00,000 0.01% Compulsorily Convertible Preference Shares of INR 100/- each, fully paid up	16,00,00,00,000
Total	25,86,35,22,300

Subsequent to 31st March, 2023, there has been no change in the Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferee Company.



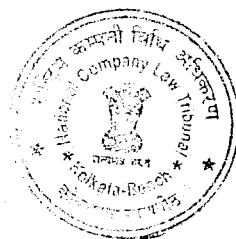
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PART II

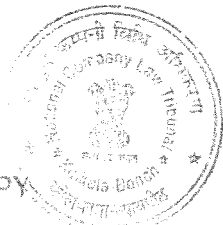
AMALGAMATION OF TRANSFEROR COMPANIES WITH TRANSFeree COMPANY

4 TRANSFER AND VESTING OF UNDERTAKING

4.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire business and the undertaking of the Transferor Companies including all their properties and assets, (whether movable or immovable, tangible or intangible), mines (including all clearances and approvals), leasehold assets and other properties, real, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, all the receivables, advances, deposits etc., and assets of the Transferor Companies



comprising amongst others all plant and machinery, investments, and business licenses (including mining licenses and prospecting licenses and applications therefor), permits, authorizations, sanctioned limits if any, rights and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, advance and other taxes paid to the authorities, brand names, trademarks, copy rights, lease, tenancy rights, statutory permissions, consents and registrations, all rights or titles or interest in properties by virtue of any court decree or order, all records, files, papers, contracts, licenses, power of attorney, lease, tenancy rights, letter of intents, permissions, benefits under income tax, such as credit for advance tax, tax deducted at source, unutilized deposits or credits, minimum alternate tax, tax refunds, credit for service tax, sales tax / value added tax / goods and service tax and / or any other statutes, incentives under indirect taxes, if any, and all other rights, title, interest, contracts, consent, approvals or powers of every kind and description, agreements shall, pursuant to the order of NCLT and pursuant to provisions of Sections 230 to 232 of the Act and other applicable provisions of the Act and without further act, instrument or deed, but subject to the charges affecting the same be vested and/or deemed to be vested in Transferee Company on a going concern basis so as to become the assets of the Transferee Company with all rights, title, interest or obligations of the Transferor Companies therein.



- 4.2 In respect of all the movable assets of the Transferor Companies and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery, including cash on hand, shall be so transferred to the Transferee Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, to the Transferee Company to the end and intent that the property and benefit therein passes to the Transferee Company with effect from the Appointed Date pursuant to such delivery.
- 4.3 In respect of any assets of the Transferor Companies other than those mentioned in Clause 4.2 above, including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or value to be received from other authorities and bodies and customers, the Transferor Companies may, if so required by the Transferee Company, issue notices in such form as the Transferee Company may deem fit and proper stating that pursuant to the NCLT having sanctioned this Scheme between the Transferor Companies and the Transferee Company under Sections 230 to 232 of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Companies to recover or realize the same stands



transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.

4.4 With effect from the Appointed Date, any statutory licenses, permissions, approvals, all allocations by the government, quotas, no objection certificates or consents to carry on the operations and business of the Transferor Companies and to which the Transferor Companies are entitled to in terms of the various statutes, schemes, policies etc., of the central or state governments, including, without prejudice to the generality of the foregoing, mining licenses and prospecting licenses and applications therefor, 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 in favor of the Transferee Company. The benefit of all statutory and regulatory permissions, registrations or other licenses and consents shall vest in and shall be in full force and effect against or in favor of the Transferee Company and may be enforced as fully and effectually as if instead of the Transferor Companies, the Transferee Company had been the party thereto or the beneficiary or obligee thereof pursuant to this Scheme.

4.5 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of the Transferor Companies, whether

provided for or not in the books of accounts of the Transferor Companies shall, pursuant to the Order of the NCLT or such other competent authority as may be applicable under Section 230 and other applicable provisions of the Act without any further act or deed, be transferred or deemed to be transferred to and vested in the Transferee Company, so as to become as from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies.

- 4.6 The transfer of assets and liabilities pursuant to Clause 4.1 and Clause 4.5 above and the continuance of proceedings by the Transferee Company pursuant to Clause 8 shall not affect any transaction or proceedings already concluded by the Transferor Companies 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 done and executed by the Transferor Companies in regard thereto, as if done and executed by the Transferee Company on behalf of itself.
- 4.7 Where any of the debt, liabilities, duties and obligations of the Transferor Company as on the Appointed Date, deemed to be transferred to the Transferee Company have been discharged by the Transferor Company,



as the case may be, after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.

- 4.8 All the existing securities, mortgages, charges, encumbrances or liens, if any, as on the Appointed Date and those created by the Transferor Companies over the assets of the Transferor Companies after the Appointed Date and subsisting as on the Effective Date 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.

Such securities, mortgages, charges, encumbrances or liens shall not relate or attach or extend to any of the other assets of the Transferee Company.

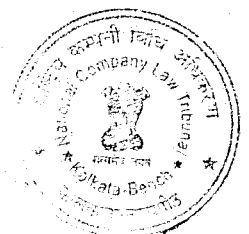
Provided always that the Scheme shall not operate to enlarge the security for any loan, deposit or facility availed of by the Transferor Companies, if any, and the Transferee Company shall not be obliged to create any further or additional security thereof after the Effective Date or otherwise.

- 4.9 Without prejudice to the provisions of the foregoing Clauses, the Transferor Companies and the Transferee Company shall execute all such instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies, Mumbai and/ or with the

Registrar of Companies, Kolkata, if any, to give formal effect to the above provisions, if required.

4.10 With effect from the Effective Date until such times the names of the bank accounts of the Transferor Companies would be replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the respective Transferor Companies in the name of the respective Transferor Companies in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the respective Transferor Companies 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. The Transferee Company shall be allowed to maintain bank accounts in the name of respective Transferor Companies for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of the respective Transferor Companies.

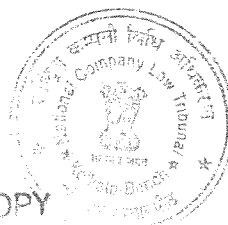
4.11 All tax liabilities / refunds / credits / claims relating thereto under the Income Tax Act, Customs Act, Central Excise Act, Goods and Services Tax, State Sales Tax Laws, Central Sales Tax Act, Service Tax, or other applicable laws / regulations dealing with taxes / duties / levies



(hereinafter in this Clause referred to as "Tax Laws") of the Transferor Companies to the extent not provided for or covered by tax provision in the financial statements made as on the date immediately preceding the Appointed Date shall be treated as liabilities / refunds / credits / claims of the Transferee Company from the Appointed Date and shall be transferred to the Transferee Company. Any surplus in the provision for taxation/ duties/ levies account including advance tax and TDS, credit for minimum alternative tax/ service tax, Goods and Service Tax or such other credits as on the date immediately preceding the Appointed Date will also be transferred to and become the advance tax/other tax of the Transferee Company.

4.12 Without prejudice to the generality of the above, all benefits, credits, refunds, exemptions, incentives or concessions under Tax Laws as may be applicable to which the Transferor Companies are entitled to in terms of the applicable Tax Laws of the union and state governments in India, shall be available to and vest in the Transferee Company.

4.13 The Transferee Company shall be entitled to file / revise its income tax returns, service tax returns, Value Added Tax returns, Central Sales Tax returns, Goods and Service Tax Return, tax deducted at source certificates, tax deducted at source returns and other statutory returns and filings, if required under the Tax Laws, and shall have the right to claim



or adjust refunds, advance tax credits, credit for minimum alternate tax / tax deducted at source / foreign taxes withheld/ paid, input tax credits, of the Transferor Companies if any, as may be required consequent to implementation of this Scheme.

- 4.14 The Transferee Company shall be entitled to avail various benefits under industrial development incentive schemes and policies of the Government, if any that were being availed or were available to the Transferor Companies. It is declared that pursuant to this Scheme, all the benefits under such incentive schemes and policies shall stand transferred and vested to the Transferee Company.

5 CONSIDERATION

As the Transferor Company 1 is an indirect wholly owned subsidiary of the Transferee Company and the Transferor Company 2 is a direct wholly owned subsidiary of the Transferee Company, no shares of the Transferee Company shall be allotted towards discharge of consideration or in lieu or exchange of the equity shareholding in the Transferor Companies. Upon the coming into effect of this Scheme, the share certificates, if any, and/or the shares in electronic form representing the shares in the Transferor Companies shall be deemed to be cancelled without any further act or deed for cancellation thereof and shall cease to be in existence accordingly.



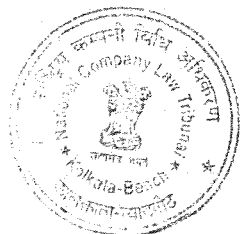
As the entire issued, subscribed and paid-up 9% non-convertible cumulative redeemable preference share capital of the Transferor Company 1 is held by the Transferee Company, no shares of the Transferee Company shall be allotted towards discharge of consideration or in lieu or exchange of the 9% non-convertible cumulative redeemable preference shareholding in the Transferor Company 1. Upon the coming into effect of this Scheme, the share certificates, if any, and/or the shares in electronic form representing the 9% non-convertible cumulative redeemable preference shares in the Transferor Company 1 shall be deemed to be cancelled without any further act or deed for cancellation thereof and shall cease to be in existence accordingly.

6 ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEE COMPANY

Notwithstanding anything to the contrary herein, upon 'this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in the books of account in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, generally accepted accounting principles adopted in India, or any other relevant or related requirement under the Act to reflect the substance of the transaction. Accordingly, upon the Scheme becoming effective:



- 6.1 The Transferee Company shall record all the assets and liabilities by allocating the purchase consideration to assets and liabilities existing as on the date of acquisition in proportion to their respective fair value as of that date. Accordingly, no goodwill or capital reserve will arise consequent to acquisition.
- 6.2 Inter-company balances (including investments held by the Transferee Company directly or indirectly in the Transferor Companies) between the Transferee Company and the Transferor Companies, if any, appearing in the books of the Transferee Company shall stand cancelled/eliminated.
- 6.3 Any change in the statement in financial position and increase/decrease in the net profit or loss of the Transferor Companies from the acquisition date till the date the Scheme become effective shall be recorded and presented in the books of the Transferee Company in the same manner as would be recorded and presented in the consolidated financial statements of the Transferee Company prepared in accordance with the accounting standards prescribed in accordance with the Companies Act, 2013.
- 7 CONDUCT OF BUSINESS TILL THE EFFECTIVE DATE**
- 7.1 With effect from the Appointed Date and up to and including the Effective Date, the Transferor Companies shall carry on and be deemed to



have been carrying on its business and activities and shall stand possessed of and hold all of the business for and on account of and for the benefit of and in trust for the Transferee Company. Further, all the profits or income accruing or arising to the Transferor Companies or expenditure, or losses arising to or incurred by the Transferor Companies, with effect from the Appointed Date shall for all purposes and intents be treated and be deemed to be and accrue as the profits or income or expenditure or losses of the Transferee Company, as the case may be.

7.2 With effect from the date of approval of this Scheme by the Board of Directors of the Transferee Company and up to and including the Effective Date:

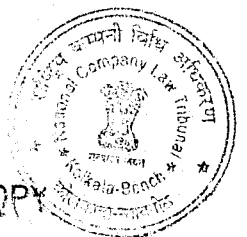
- (a) The Transferor Companies shall carry on its business and activities in the ordinary course of business with reasonable diligence and business prudence and shall not make borrowings or undertake financial commitments either for itself or on behalf of group companies or any third party or sell, transfer, alienate, mortgage, charge, or encumber or otherwise deal with or dispose of its assets, business or undertaking or any part thereof, save and except in the ordinary course of business or with the prior written consent of the Transferee Company.

(b) The Transferee Company shall be entitled to apply to the Central Government and any other Government or statutory authorities/agencies/body concerned as are necessary under any law for such consents, approvals, licenses, registrations and sanctions which the Transferee Company may require to carry on the business of the Transferor Companies.

(c) The Transferor Companies shall not declare or pay any dividends, whether interim or final, to their respective equity shareholders in respect of the accounting period prior to the Effective Date, except with the prior approval of the Board of Directors of Transferee Company.

8 LEGAL PROCEEDINGS

8.1 If any suit, appeal or other proceeding of whatever nature by or against the Transferor Companies is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other proceeding may be continued and enforced by or against the Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued and enforced by or against the Transferor Companies as if this Scheme had not been made.



8.2 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Companies referred to in Clause 8.1 above transferred in its name respectively and to have the same continued, prosecuted and enforced by or against the Transferee Company to the same extent as would or might have been continued and enforced by or against the Transferor Companies.

9 STAFF & EMPLOYEES

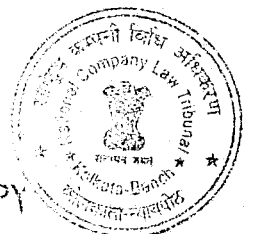
9.1 Upon this Scheme becoming effective, all employees, if any, of the Transferor Companies shall be deemed to have become employees of the Transferee Company with effect from the Appointed Date without any break, discontinuance or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company shall not be less favorable than those applicable to them with reference to the Transferor Companies on the date on which the Scheme becomes effective.

9.2 It is expressly provided that, upon the Scheme becoming effective, the Provident Fund, Gratuity Fund, Pension Fund, Superannuation Fund or any other Special Fund or Trusts (hereinafter referred to as Fund or Funds) created or existing for the benefit of the employees of the Transferor Companies, if any, shall become trusts/funds of the Transferee Company



for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such Fund or Funds shall become those of the Transferee Company. It is clarified that the services of the staff and employees of the Transferor Companies will be treated as having been continuous for the purpose of the said Fund or Funds.

- 9.3 It is clarified that save as expressly provided for in this Scheme, the employees of the Transferor Companies who become the employees of the Transferee Company by virtue of this Scheme, shall not be entitled to avail of any Schemes and benefits (including employee stock options) that may be applicable and available to any of the other employees of the Transferee Company (including benefits of or under any employee stock option schemes applicable to or covering all or any of the other employees of the Transferee Company), unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement, if any, entered into or deemed to have been entered into by the Transferor Companies with any employee of the Transferor Companies.

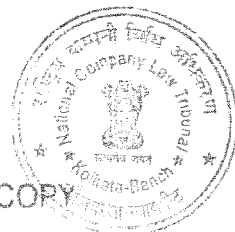


10 CONTRACTS, DEEDS, APPROVALS, EXEMPTIONS, ETC.

10.1 On and from the Appointed Date and subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, letters of intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature to which the Transferor Companies is a party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party thereto.

10.2 The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Companies will, if necessary, also be a party (if applicable) in order to give formal effect to the provisions of this Scheme, if so required or if necessary. The Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Companies and to implement or carry out all formalities required on the part of the Transferor Companies to give effect to the provisions of this Scheme.

11 SAVING OF CONCLUDED TRANSACTIONS



The transfer of assets, properties and liabilities under Clause 4 above and the continuance of proceedings by or against the Transferor Companies under Clause 8 above shall not affect any transaction or proceedings already concluded by the Transferor Companies on and after the Appointed Date till the Effective Date to the end and intent that the Transferee Company accepts all acts, deeds and things done and executed by and / or on behalf of the Transferor Companies as acts, deeds and things done and executed by and / or on behalf of the Transferee Company.

12 DISSOLUTION OF THE TRANSFEROR COMPANIES

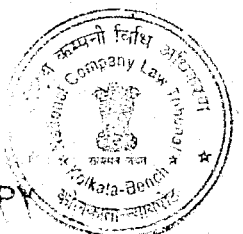
On the Scheme becoming effective, the Transferor Companies shall stand dissolved without being wound-up.

PART III

GENERAL TERMS AND CONDITIONS

13 APPLICATION

The Transferor Companies and the Transferee Company shall make necessary applications before the NCLT for the sanction of this Scheme



under Sections 230 to 232 and other applicable provisions of the Act and for seeking orders for dispensing with or convening, holding and/or conducting of the meetings of the respective shareholders/creditors.

14 MODIFICATIONS / AMENDMENTS TO THE SCHEME

The Transferor Companies and the Transferee Company with approval of their respective Board of Directors may consent, from time to time, on behalf of all persons concerned, to any modifications / amendments or additions / deletions to the Scheme which may otherwise be considered necessary, desirable or appropriate by the said Board of Directors to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect or agree to any terms and / or conditions or limitations that the NCLT or any other authorities under law may deem fit to approve of, to direct and / or impose. The aforesaid powers of the Transferor Companies and the Transferee Company to give effect to the modification / amendments to the Scheme may be exercised by their respective Board of Directors or any person authorised in that behalf by the concerned Board of Directors subject to approval of the NCLT or any other authorities under the applicable law to such modification / amendments to the Scheme.

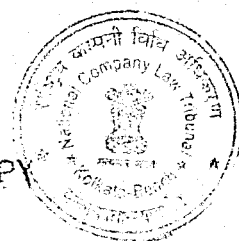
15 VALIDITY OF THE EXISTING RESOLUTIONS, ETC.

Upon the coming into effect of the Scheme, the resolutions of the Transferor Companies as are considered necessary by the Board of Directors of the Transferee Company which are validly subsisting be considered as resolutions of the Transferee Company. 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, as are considered necessary by the Board of Directors of the Transferor Companies, shall be added to the limits, if any under the like resolutions passed by the Transferee Company.

16 CONDITIONALITY OF THE SCHEME

This Scheme is conditional upon and subject to the following:

- 16.1 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective Shareholders and/or Creditors, if required, of the Transferor Companies and the Transferee Company, as may be directed by the NCLT or any other Appropriate Authority as may be applicable;
- 16.2 The requisite sanctions and approvals of any Appropriate Authority, as may be required by law, in respect of the Scheme being obtained;
- 16.3 The requisite sanctions and approvals of the Appropriate Authority to the transfer of the mining leases of the Transferor Company 1 in favor of the Transferee Company in terms of this Scheme, if and to the extent required from the Appropriate Authority;

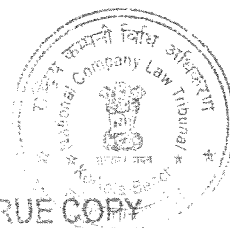


16.4 The Scheme being sanctioned by the NCLT under Sections 230 to 232 and other applicable provisions of the Act; and

16.5 Certified copy of the Order of the NCLT sanctioning the Scheme, being filed with the Registrar of Companies, Mumbai and Registrar of Companies, Kolkata.

17 EFFECT OF NON-RECEIPT OF APPROVALS

17.1 In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme not being sanctioned by the NCLT or such other competent authority and / or the order not being passed as aforesaid before 31st December, 2024 or within such further period or periods as may be agreed upon between the Transferor Companies and the Transferee Company by their respective Board of Directors (and which the Board of Directors of the Company are hereby empowered and authorized to agree to and extend the Scheme from time to time without any limitation), the Scheme shall become null and void, and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability, or obligations which have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law and each party

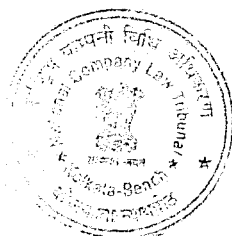


shall bear and pay its respective costs, charges and expenses in connection with the Scheme unless otherwise mutually agreed.

17.2 Save and except as mentioned in Clause 17.1 above, in the event of this Scheme failing to take effect or it becoming null and void, no rights and liabilities of whatsoever nature shall accrue to or be incurred inter-se to or by the parties to the Scheme or any of them.

18 COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.



SCHEDULE OF ASSETS

OF

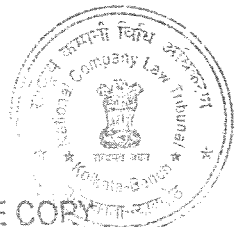
Springway Mining Private Limited ('SMPL' or 'the Transferor Company 1') to be transferred to JSW Cement Limited ('JCL' or 'the Transferee Company') as on the Appointed Date.

Part - I

Short Description of Freehold Property of Springway Mining Private Limited (Transferor Company 1) to be transferred to JSW Cement Limited (Transferee Company)

Sr. No.	Survey No.	Area in Hectare	Description and Location	Book Value Amount (INR lacs)
1	List of Khasra numbers included in Annexure 1	68.55	Village Gaisabad, Tehsil Hatta, District Damoh (Police Station - Gaisabad)	5,406
2	List of Khasra numbers included Annexure 2	169.94	Village Kolkarhiya, Tehsil Simariya, District Panna (Police Station - Simariya)	7,804
3	List of Khasra numbers included Annexure 3	30.46	Village Devri, Tehsil Simariya, District Panna (Police Station - Simariya)	411
4	List of Khasra numbers included Annexure 4	7.77	Village Ganiyari, Tehsil Simariya, District Panna (Police Station - Simariya)	95
5	List of Khasra numbers included Annexure 5	1.20	Village Kuluwa, Tehsil Simariya, District Panna (Police Station - Simariya)	16
	Total	277.92		13,733

Note: 1 Hectare = 10,000 sq.m.



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Part - II

Short Description of Leasehold Property of Springway Mining Private Limited (Transferor Company 1) to be transferred to JSW Cement Limited (Transferee Company)

Sr. No.	Survey No.	Area in Sqr. Meters	Description and Location	Lease Rental per year(INR)
1	89 (Part), 384 (Part), 403, 412 (Part), 430, 465	22860	Village Gaisabad, Tehsil Hatta, District Damoh (Police station - Gaisabad)	17,685

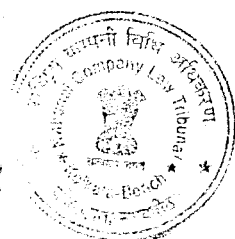
Further, The Transferor Company 1 has Limestone Mining Lease granted by Government of Madhya Pradesh with respect to limestone bearing lands in the state of Madhya Pradesh vide its Order No. F3-40/2015/12/1 dated July 13, 2015.

Part-III

Short description of the Stocks, Shares, Debentures and other chooses in action of Springway Mining Private Limited (Transferor Company 1) to be transferred to JSW Cement Limited (Transferee Company)

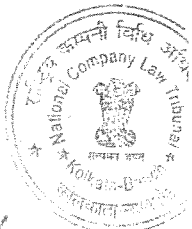
Sr. No.	Particulars	Amount (INR lacs)
1	Plant and Other Equipment	7.01
2	Other Intangible Assets	4.73
3	Other Non-Current Assets – Capital Advances	232.09
4	HDFC Bank Panna Branch, Madhya Pradesh - 57500000336867	13.93
5	HDFC Bank Chennai Branch, Tamil Nadu -57500000337117	1.34
6	Axis Bank Chennai Branch, Tamil Nadu -911020032226561	2.85
7	Fixed deposit with Axis Bank – 916040036098172	1.47
8	Cash in Hand	5.13
9	Other Financial Assets (Security deposits)	0.04
10	Other Current Assets	198.37
	Total	466.96

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Annexure 1: Details of Land at Village Gaisabad, Tehsil Hatta, District Damoh

Sr. No.	Village	Khasra No.	Land (in hectare)
1.	Gaisabad	80/1 (Part)	0.22
2.	Gaisabad	80/2 (Part)	0.07
3.	Gaisabad	80/4 (Part)	0.34
4.	Gaisabad	80/5 (Part)	0.12
5.	Gaisabad	81/1 (Part)	0.25
6.	Gaisabad	81/2 (Part)	0.2
7.	Gaisabad	82/3	0.18
8.	Gaisabad	83/1	0.24
9.	Gaisabad	83/2	0.17
10.	Gaisabad	83/4	0.17
11.	Gaisabad	83/5	0.16
12.	Gaisabad	84/1	0.36
13.	Gaisabad	84/2	0.36
14.	Gaisabad	85	0.16
15.	Gaisabad	86/1	0.33
16.	Gaisabad	86/2	0.34
17.	Gaisabad	88/1 (Part)	0.8
18.	Gaisabad	88/2 (Part)	0.4
19.	Gaisabad	88/3 (Part)	0.4
20.	Gaisabad	88/4 (Part)	0.4
21.	Gaisabad	88/6 (Part)	0.67
22.	Gaisabad	88/7 (Part)	0.67
23.	Gaisabad	90	0.39
24.	Gaisabad	91	0.18
25.	Gaisabad	92	0.19
26.	Gaisabad	93/1	0.14
27.	Gaisabad	95 (Part)	0.88
28.	Gaisabad	96 (Part)	0.65
29.	Gaisabad	135/4 (Part)	0.4
30.	Gaisabad	137/1 (Part)	0.37
31.	Gaisabad	137/2 (Part)	0.32
32.	Gaisabad	152 (Part)	0.8
33.	Gaisabad	153/1 (Part)	2.33
34.	Gaisabad	153/2/1 (Part)	0.01
35.	Gaisabad	153/2/2 (Part)	0.01
36.	Gaisabad	158/2	0.88
37.	Gaisabad	158/1	0.58
38.	Gaisabad	160/1	0.53
39.	Gaisabad	160/3	0.52
40.	Gaisabad	163/1 (Part)	0.63
41.	Gaisabad	163/3/2	1.25
42.	Gaisabad	163/4 (Part)	0.62
43.	Gaisabad	165	1.33
44.	Gaisabad	166/1	1.47
45.	Gaisabad	166/2	0.04
46.	Gaisabad	167	1.03



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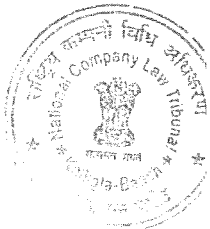
47	Gaisabad	171	0.16
48	Gaisabad	174/1/1	0.47
49	Gaisabad	174/1/2	0.4
50	Gaisabad	174/2	0.4
51	Gaisabad	175/1/1	0.4
52	Gaisabad	175/1/2	0.53
53	Gaisabad	175/2	0.4
54	Gaisabad	176	0.4
55	Gaisabad	177	0.39
56	Gaisabad	180	1.18
57	Gaisabad	183	0.31
58	Gaisabad	184/1	0.25
59	Gaisabad	184/2	0.4
60	Gaisabad	187	0.71
61	Gaisabad	188	0.7
62	Gaisabad	192/2	0.21
63	Gaisabad	193/2	2.32
64	Gaisabad	193/3	0.31
65	Gaisabad	193/4	0.69
66	Gaisabad	195	0.31
67	Gaisabad	196/2	0.59
68	Gaisabad	197/1 (Part)	1.2
69	Gaisabad	197/2 (Part)	0.97
70	Gaisabad	358/1 (Part)	0.43
71	Gaisabad	358/2 (Part)	1.74
72	Gaisabad	358/3 (Part)	1.4
73	Gaisabad	358/4 (Part)	0.7
74	Gaisabad	358/5 (Part)	0.7
75	Gaisabad	358/6 (Part)	0.43
76	Gaisabad	358/7 (Part)	0.43
77	Gaisabad	358/8 (Part)	0.44
78	Gaisabad	359/1/1/1 (Part)	0.43
79	Gaisabad	359/1/1/2 (Part)	0.83
80	Gaisabad	359/1/2 (Part)	0.3
81	Gaisabad	359/1/3 (Part)	0.3
82	Gaisabad	359/2/1 (Part)	0.4
83	Gaisabad	359/2/2 (Part)	0.3
84	Gaisabad	359/2/3 (Part)	0.3
85	Gaisabad	360/2	0.21
86	Gaisabad	360/3	0.2
87	Gaisabad	376/2 (Part)	0.29
88	Gaisabad	378	0.38
89	Gaisabad	380	0.23
90	Gaisabad	381	0.22
91	Gaisabad	405 (Part)	0.28
92	Gaisabad	407 (Part)	0.58
93	Gaisabad	416/2	0.07
94	Gaisabad	418/1	0.2
95	Gaisabad	421	0.17
96	Gaisabad	425	0.23

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97	Gaisabad	426	0.19
98	Gaisabad	427/1	1.05
99	Gaisabad	431	0.22
100	Gaisabad	432/1/2	0.33
101	Gaisabad	432/1/1	0.22
102	Gaisabad	439/1	0.61
103	Gaisabad	440	1.42
104	Gaisabad	441/1	0.59
105	Gaisabad	443/2	1.16
106	Gaisabad	443/1	0.77
107	Gaisabad	445	0.86
108	Gaisabad	446	0.62
109	Gaisabad	447	1.06
110	Gaisabad	448/1	0.08
111	Gaisabad	448/2	0.46
112	Gaisabad	448/3	0.24
113	Gaisabad	450/1/2	0.46
114	Gaisabad	450/1/1 (Part)	0.46
115	Gaisabad	451/1/2 (Part)	0.1
116	Gaisabad	451/2/1 (Part)	0.07
117	Gaisabad	451/2/2 (Part)	0.08
118	Gaisabad	464 (Part)	2.63
119	Gaisabad	466/1	1.46
120	Gaisabad	466/2	0.2
121	Gaisabad	466/3	0.88
122	Gaisabad	466/4	0.38
123	Gaisabad	466/5	0.02
124	Gaisabad	470/1 (Part)	1.13
125	Gaisabad	470/2 (Part)	0.8
126	Gaisabad	471 (Part)	0.37
127	Gaisabad	670/1/2	0.29
128	Gaisabad	672	0.67
129	Gaisabad	674 (Part)	0.15
130	Gaisabad	438/4	0.03
131	Gaisabad	439/2	0.03
132	Gaisabad	441/2	0.01
Total Land			68.55

Note: 1 Hectare = 10,000 sq.m.



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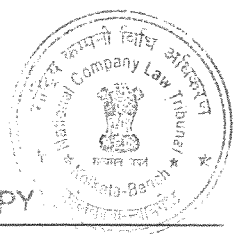
Annexure 2 - Details of Land at Village Kolkarhiya, Tehsil Simariya, District Panna

Sr.No	Village	Land record number	Land (in hectare)
1.	Kolkarhiya	14	0.36
2.	Kolkarhiya	34	0.53
3.	Kolkarhiya	47	0.42
4.	Kolkarhiya	64	0.6
5.	Kolkarhiya	66	0.35
6.	Kolkarhiya	69	0.27
7.	Kolkarhiya	71	0.32
8.	Kolkarhiya	96	0.94
9.	Kolkarhiya	139	0.45
10.	Kolkarhiya	142	0.03
11.	Kolkarhiya	143	0.77
12.	Kolkarhiya	182	0.05
13.	Kolkarhiya	185	0.99
14.	Kolkarhiya	217	0.29
15.	Kolkarhiya	223	0.41
16.	Kolkarhiya	225	0.45
17.	Kolkarhiya	229	0.3
18.	Kolkarhiya	236	0.56
19.	Kolkarhiya	241	0.64
20.	Kolkarhiya	243	0.03
21.	Kolkarhiya	247	0.33
22.	Kolkarhiya	249	0.5
23.	Kolkarhiya	251	0.47
24.	Kolkarhiya	253	0.43
25.	Kolkarhiya	255	0.4
26.	Kolkarhiya	256	0.11
27.	Kolkarhiya	258	0.25
28.	Kolkarhiya	259	0.35
29.	Kolkarhiya	260	0.43
30.	Kolkarhiya	262	0.37
31.	Kolkarhiya	270	0.23
32.	Kolkarhiya	274	0.33
33.	Kolkarhiya	276	0.41

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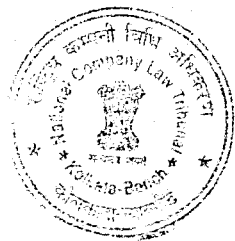
34.	Kolkarhiya	278	0.67
35.	Kolkarhiya	279	0.67
36.	Kolkarhiya	284	0.06
37.	Kolkarhiya	296	0.42
38.	Kolkarhiya	298	0.67
39.	Kolkarhiya	320	0.2
40.	Kolkarhiya	340	0.28
41.	Kolkarhiya	354	0.43
42.	Kolkarhiya	363	0.2
43.	Kolkarhiya	370	0.02
44.	Kolkarhiya	371	0.56
45.	Kolkarhiya	394	0.32
46.	Kolkarhiya	407	0.6
47.	Kolkarhiya	412	0.38
48.	Kolkarhiya	419	0.38
49.	Kolkarhiya	421	0.23
50.	Kolkarhiya	422	0.24
51.	Kolkarhiya	432	0.24
52.	Kolkarhiya	436	0.87
53.	Kolkarhiya	442	0.38
54.	Kolkarhiya	443	1.02
55.	Kolkarhiya	444	0.02
56.	Kolkarhiya	457	0.12
57.	Kolkarhiya	459	0.34
58.	Kolkarhiya	460	0.26
59.	Kolkarhiya	466	0.25
60.	Kolkarhiya	467	0.28
61.	Kolkarhiya	470	0.18
62.	Kolkarhiya	472	0.35
63.	Kolkarhiya	476	0.29
64.	Kolkarhiya	479	0.28
65.	Kolkarhiya	481	0.45
66.	Kolkarhiya	493	0.47
67.	Kolkarhiya	499	0.09
68.	Kolkarhiya	504	0.22
69.	Kolkarhiya	506	0.48



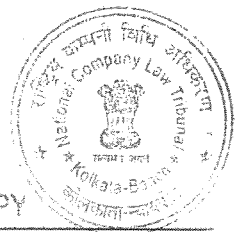
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70.	Kolkarhiya	512	0.4
71.	Kolkarhiya	518	0.28
72.	Kolkarhiya	533	0.3
73.	Kolkarhiya	534	0.6
74.	Kolkarhiya	544	0.91
75.	Kolkarhiya	546	0.22
76.	Kolkarhiya	551	0.09
77.	Kolkarhiya	553	0.06
78.	Kolkarhiya	556	0.73
79.	Kolkarhiya	570	0.17
80.	Kolkarhiya	572	1.06
81.	Kolkarhiya	590	0.35
82.	Kolkarhiya	591	0.71
83.	Kolkarhiya	598	0.69
84.	Kolkarhiya	599	1.57
85.	Kolkarhiya	603	0.33
86.	Kolkarhiya	606	0.36
87.	Kolkarhiya	607	0.77
88.	Kolkarhiya	608	0.07
89.	Kolkarhiya	614	0.31
90.	Kolkarhiya	625	0.5
91.	Kolkarhiya	630	0.41
92.	Kolkarhiya	633	0.27
93.	Kolkarhiya	643/3	0.4
94.	Kolkarhiya	645	0.43
95.	Kolkarhiya	666	0.2
96.	Kolkarhiya	667	0.32
97.	Kolkarhiya	668	0.3
98.	Kolkarhiya	680	0.73
99.	Kolkarhiya	690	0.25
100.	Kolkarhiya	695	0.24
101.	Kolkarhiya	708/2	2.7
102.	Kolkarhiya	715	0.02
103.	Kolkarhiya	780	0.31
104.	Kolkarhiya	805	1.35
105.	Kolkarhiya	812	0.02

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106.	Kolkarhiya	813	0.03
107.	Kolkarhiya	814	0.04
108.	Kolkarhiya	826	0.14
109.	Kolkarhiya	827	0.05
110.	Kolkarhiya	833	0.06
111.	Kolkarhiya	861	0.06
112.	Kolkarhiya	881	0.62
113.	Kolkarhiya	883	0.26
114.	Kolkarhiya	893/2	0.2
115.	Kolkarhiya	901	0.25
116.	Kolkarhiya	911	0.97
117.	Kolkarhiya	924	0.05
118.	Kolkarhiya	926	0.06
119.	Kolkarhiya	927	1.14
120.	Kolkarhiya	938	0.68
121.	Kolkarhiya	949	0.07
122.	Kolkarhiya	950	0.07
123.	Kolkarhiya	951	0.1
124.	Kolkarhiya	959	0.3
125.	Kolkarhiya	961	0.22
126.	Kolkarhiya	964	0.27
127.	Kolkarhiya	982	0.24
128.	Kolkarhiya	995	0.98
129.	Kolkarhiya	996	0.65
130.	Kolkarhiya	997	0.5
131.	Kolkarhiya	998/1	0.17
132.	Kolkarhiya	1008	0.46
133.	Kolkarhiya	1038	0.18
134.	Kolkarhiya	1049	0.41
135.	Kolkarhiya	1054	0.96
136.	Kolkarhiya	1081	0.14
137.	Kolkarhiya	1097	0.54
138.	Kolkarhiya	1103	0.02
139.	Kolkarhiya	1111	0.5
140.	Kolkarhiya	1119	0.66
141.	Kolkarhiya	1157	0.04



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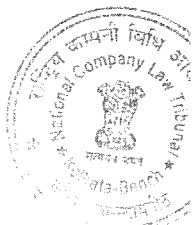
142.	Kolkarhiya	1162	0.63
143.	Kolkarhiya	1163	0.36
144.	Kolkarhiya	1168	0.37
145.	Kolkarhiya	1170	0.45
146.	Kolkarhiya	1172	0.83
147.	Kolkarhiya	1173/2	0.4
148.	Kolkarhiya	1192	0.7
149.	Kolkarhiya	1196	0.56
150.	Kolkarhiya	1209	0.27
151.	Kolkarhiya	1218	0.06
152.	Kolkarhiya	1220	0.04
153.	Kolkarhiya	1223	0.75
154.	Kolkarhiya	1225	0.98
155.	Kolkarhiya	1228	0.42
156.	Kolkarhiya	1230	0.35
157.	Kolkarhiya	1231	0.33
158.	Kolkarhiya	1235	0.3
159.	Kolkarhiya	1250	0.52
160.	Kolkarhiya	1254	0.24
161.	Kolkarhiya	1286	0.5
162.	Kolkarhiya	1290	0.27
163.	Kolkarhiya	1293	0.4
164.	Kolkarhiya	1297	0.16
165.	Kolkarhiya	1301	0.08
166.	Kolkarhiya	1302	0.47
167.	Kolkarhiya	1306	0.13
168.	Kolkarhiya	1307	0.12
169.	Kolkarhiya	1310	0.1
170.	Kolkarhiya	1313	0.08
171.	Kolkarhiya	1316	0.07
172.	Kolkarhiya	1326	0.4
173.	Kolkarhiya	1331	0.54
174.	Kolkarhiya	1333	0.58
175.	Kolkarhiya	1334	0.36
176.	Kolkarhiya	100/2	0.43
177.	Kolkarhiya	1026	0.11

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178.	Kolkarhiya	1028/1	0.19
179.	Kolkarhiya	1028/2	0.19
180.	Kolkarhiya	1032/1/1	0.05
181.	Kolkarhiya	1032/1/2	0.25
182.	Kolkarhiya	1032/2	0.2
183.	Kolkarhiya	1033/1/2	0.4
184.	Kolkarhiya	1033/2/1/2	0.4
185.	Kolkarhiya	1033/2/2	0.4
186.	Kolkarhiya	1044/2	0.4
187.	Kolkarhiya	1046/1	0.15
188.	Kolkarhiya	1048/1	0.2
189.	Kolkarhiya	1048/2	0.2
190.	Kolkarhiya	1052/2	0.08
191.	Kolkarhiya	1055/1	0.3
192.	Kolkarhiya	1052/3	0.06
193.	Kolkarhiya	1052/5/1/k	0.12
194.	Kolkarhiya	1064/1/k/2	0.2
195.	Kolkarhiya	1064/1/kh/1	0.25
196.	Kolkarhiya	1064/1/Kh/2	0.15
197.	Kolkarhiya	1064/2	0.4
198.	Kolkarhiya	1067/1/1	0.3
199.	Kolkarhiya	1067/1/2	0.16
200.	Kolkarhiya	1067/2/2	0.3
201.	Kolkarhiya	1069/2	0.2
202.	Kolkarhiya	1070/1	0.3
203.	Kolkarhiya	1070/2	0.14
204.	Kolkarhiya	1071/1	0.5
205.	Kolkarhiya	1074/2	0.3
206.	Kolkarhiya	1082/2	0.3
207.	Kolkarhiya	1088/1	0.39
208.	Kolkarhiya	1089/1	0.02
209.	Kolkarhiya	1089/2	0.26
210.	Kolkarhiya	1095/1/2	0.5
211.	Kolkarhiya	1095/2/1/2	0.45
212.	Kolkarhiya	1095/2/2	0.12
213.	Kolkarhiya	1096/1	0.26

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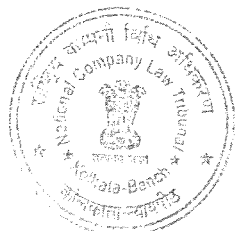
214.	Kolkarhiya	1096/2	0.2
215.	Kolkarhiya	11/2	0.03
216.	Kolkarhiya	1101/1/2	0.4
217.	Kolkarhiya	1104/1	0.6
218.	Kolkarhiya	1104/2/क	0.58
219.	Kolkarhiya	1106/1	0.39
220.	Kolkarhiya	1106/2	0.37
221.	Kolkarhiya	1110/2	0.25
222.	Kolkarhiya	1112/1/क	0.4
223.	Kolkarhiya	1112/1/ख	0.39
224.	Kolkarhiya	1112/3/kh/2	0.18
225.	Kolkarhiya	1118/2	0.2
226.	Kolkarhiya	1120/2/2	0.32
227.	Kolkarhiya	1122/3/2	0.4
228.	Kolkarhiya	1123/1/2	0.1
229.	Kolkarhiya	1123/2/1/1	0.41
230.	Kolkarhiya	1123/2/1/2	0.3
231.	Kolkarhiya	1123/2/2	0.2
232.	Kolkarhiya	1137/1/1/k/1	0.29
233.	Kolkarhiya	1137/1/1/k/2	0.45
234.	Kolkarhiya	1137/1/1/kh	0.2
235.	Kolkarhiya	1137/1/2	0.2
236.	Kolkarhiya	1137/2	0.1
237.	Kolkarhiya	1142/1	0.16
238.	Kolkarhiya	1142/2	0.17
239.	Kolkarhiya	1146/1/1	0.3
240.	Kolkarhiya	1146/1/2	0.2
241.	Kolkarhiya	1146/2	0.4
242.	Kolkarhiya	1155/1	0.03
243.	Kolkarhiya	1155/2	0.03
244.	Kolkarhiya	1158/1	0.42
245.	Kolkarhiya	1164/1/2	0.09
246.	Kolkarhiya	1164/2	0.05
247.	Kolkarhiya	1166/1	0.23
248.	Kolkarhiya	1166/2	0.4
249.	Kolkarhiya	1167/1/2	0.09

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250.	Kolkarhiya	1167/2	0.05
251.	Kolkarhiya	1174/1	0.4
252.	Kolkarhiya	1191/2	0.6
253.	Kolkarhiya	1201/1	0.3
254.	Kolkarhiya	1203/1/1/1	0.2
255.	Kolkarhiya	1203/1/1/2	0.1
256.	Kolkarhiya	1203/1/2	0.12
257.	Kolkarhiya	1206/1	0.73
258.	Kolkarhiya	1206/2	0.15
259.	Kolkarhiya	1211/1/2	0.15
260.	Kolkarhiya	1211/2	0.15
261.	Kolkarhiya	123/1	0.3
262.	Kolkarhiya	123/2	0.3
263.	Kolkarhiya	123/3	0.25
264.	Kolkarhiya	1236/2	0.07
265.	Kolkarhiya	1236/1/1	0.07
266.	Kolkarhiya	1244/1	0.42
267.	Kolkarhiya	1244/2	0.51
268.	Kolkarhiya	1253/1/2	0.38
269.	Kolkarhiya	1253/2	0.13
270.	Kolkarhiya	1260/1/1	0.4
271.	Kolkarhiya	1260/1/2	0.14
272.	Kolkarhiya	1260/2	0.27
273.	Kolkarhiya	1271/1	0.21
274.	Kolkarhiya	1271/2	0.2
275.	Kolkarhiya	1272/2	0.22
276.	Kolkarhiya	1280/2/2	0.2
277.	Kolkarhiya	1280/3	0.5
278.	Kolkarhiya	1289/2	0.15
279.	Kolkarhiya	1291/1	0.03
280.	Kolkarhiya	1291/2	0.27
281.	Kolkarhiya	1292/2	0.01
282.	Kolkarhiya	1318/1	0.33
283.	Kolkarhiya	1318/2	0.2
284.	Kolkarhiya	1328/3	0.4
285.	Kolkarhiya	1329/2	0.15

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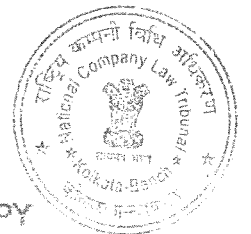


286.	Kolkarhiya	1330/1	0.39
287.	Kolkarhiya	1330/2	0.2
288.	Kolkarhiya	1332/1/2	0.15
289.	Kolkarhiya	1332/2	0.5
290.	Kolkarhiya	1338/396	0.66
291.	Kolkarhiya	1339/776	0.45
292.	Kolkarhiya	1343/915	0.04
293.	Kolkarhiya	148/2	2.8
294.	Kolkarhiya	179/1/2	0.38
295.	Kolkarhiya	179/2	0.3
296.	Kolkarhiya	180/1	0.05
297.	Kolkarhiya	188/1	0.16
298.	Kolkarhiya	199/1	0.15
299.	Kolkarhiya	207/2/1/2	0.2
300.	Kolkarhiya	207/2/2	0.2
301.	Kolkarhiya	219/1/2	0.2
302.	Kolkarhiya	219/2	0.1
303.	Kolkarhiya	220/2	0.2
304.	Kolkarhiya	221/2/2	0.26
305.	Kolkarhiya	224/1	0.13
306.	Kolkarhiya	224/2	0.14
307.	Kolkarhiya	226/1/1	0.05
308.	Kolkarhiya	226/1/2	0.05
309.	Kolkarhiya	226/1/3	0.05
310.	Kolkarhiya	226/1/4	0.06
311.	Kolkarhiya	226/2	0.1
312.	Kolkarhiya	226/3	0.11
313.	Kolkarhiya	234/1	0.4
314.	Kolkarhiya	234/2	0.6
315.	Kolkarhiya	237/1/k/2	0.2
316.	Kolkarhiya	237/1/Kh	0.4
317.	Kolkarhiya	237/2	0.44
318.	Kolkarhiya	242/1	0.17
319.	Kolkarhiya	242/2	0.19
320.	Kolkarhiya	245/1/2	0.45
321.	Kolkarhiya	250/1/2	0.35

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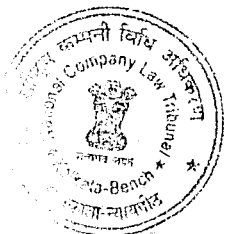
322.	Kolkarhiya	252/1	0.17
323.	Kolkarhiya	252/2	0.4
324.	Kolkarhiya	254/1	0.13
325.	Kolkarhiya	254/2	0.12
326.	Kolkarhiya	257/1	0.18
327.	Kolkarhiya	257/2	0.49
328.	Kolkarhiya	263/2	0.4
329.	Kolkarhiya	280/2	0.2
330.	Kolkarhiya	283/1/k/2	0.24
331.	Kolkarhiya	283/1/kh/2	0.25
332.	Kolkarhiya	283/2/1/1/2	0.2
333.	Kolkarhiya	283/2/1/2	0.2
334.	Kolkarhiya	283/2/2	0.2
335.	Kolkarhiya	285/2	0.2
336.	Kolkarhiya	288/1/1/1/0001	0.2
337.	Kolkarhiya	288/1/1/1/2	0.1
338.	Kolkarhiya	288/1/1/2	0.1
339.	Kolkarhiya	288/1/2	0.13
340.	Kolkarhiya	288/2	0.42
341.	Kolkarhiya	291/1/k	0.4
342.	Kolkarhiya	291/1/kh/2	0.2
343.	Kolkarhiya	293/1	0.28
344.	Kolkarhiya	294/2	0.34
345.	Kolkarhiya	295/1	0.2
346.	Kolkarhiya	295/2	0.25
347.	Kolkarhiya	297/1	0.18
348.	Kolkarhiya	297/2	0.4
349.	Kolkarhiya	319/1	0.4
350.	Kolkarhiya	319/3	0.49
351.	Kolkarhiya	32/1	0.15
352.	Kolkarhiya	322/2	0.35
353.	Kolkarhiya	326/1	0.8
354.	Kolkarhiya	330/1	0.4
355.	Kolkarhiya	330/2/2	0.2
356.	Kolkarhiya	341/1/2	0.1
357.	Kolkarhiya	341/2/1	0.2



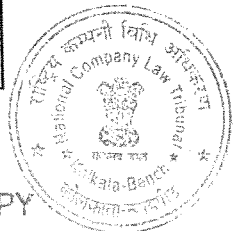
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358.	Kolkarhiya	341/2/2	0.11
359.	Kolkarhiya	345/1/k/2	0.27
360.	Kolkarhiya	345/1/kh	0.4
361.	Kolkarhiya	348/2	0.2
362.	Kolkarhiya	360/2	0.2
363.	Kolkarhiya	401/1	0.29
364.	Kolkarhiya	408/1/2	0.08
365.	Kolkarhiya	408/2	0.4
366.	Kolkarhiya	409/2/1	0.22
367.	Kolkarhiya	409/2/2	0.12
368.	Kolkarhiya	410/2	0.2
369.	Kolkarhiya	411/2/2	0.4
370.	Kolkarhiya	411/2/1/2	0.29
371.	Kolkarhiya	413/1/2	0.05
372.	Kolkarhiya	416/2	0.15
373.	Kolkarhiya	420/2	0.34
374.	Kolkarhiya	424/1/k/1/1	0.1
375.	Kolkarhiya	424/1/k/1/2	0.2
376.	Kolkarhiya	424/1/k/2	0.11
377.	Kolkarhiya	424/1/kh	0.4
378.	Kolkarhiya	424/2	0.8
379.	Kolkarhiya	433/1	0.11
380.	Kolkarhiya	45/1	0.41
381.	Kolkarhiya	450/1	0.18
382.	Kolkarhiya	450/2	0.18
383.	Kolkarhiya	450/3	0.18
384.	Kolkarhiya	450/4	0.18
385.	Kolkarhiya	452/1	0.22
386.	Kolkarhiya	455/1/2	0.14
387.	Kolkarhiya	455/2	0.3
388.	Kolkarhiya	463/2/2	0.02
389.	Kolkarhiya	464/1/2/2	0.08
390.	Kolkarhiya	464/2	0.48
391.	Kolkarhiya	464/3	0.48
392.	Kolkarhiya	465/1	0.46
393.	Kolkarhiya	465/2	0.33

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394.	Kolkarhiya	465/3/1/2	0.15
395.	Kolkarhiya	465/3/2	0.13
396.	Kolkarhiya	468/2	0.23
397.	Kolkarhiya	471/1	0.19
398.	Kolkarhiya	475/2/2	0.22
399.	Kolkarhiya	475/3	0.28
400.	Kolkarhiya	48/2	0.63
401.	Kolkarhiya	480/2/1	0.4
402.	Kolkarhiya	494/2	0.2
403.	Kolkarhiya	510/1	0.06
404.	Kolkarhiya	510/2	0.36
405.	Kolkarhiya	511/1/2	0.15
406.	Kolkarhiya	522/2	0.25
407.	Kolkarhiya	523/2	0.43
408.	Kolkarhiya	524/1	0.56
409.	Kolkarhiya	524/2	0.57
410.	Kolkarhiya	527/2/1	0.2
411.	Kolkarhiya	527/2/2	0.2
412.	Kolkarhiya	545/2	0.2
413.	Kolkarhiya	548/2	0.1
414.	Kolkarhiya	552/1/2	0.01
415.	Kolkarhiya	552/2	0.4
416.	Kolkarhiya	554/1	0.09
417.	Kolkarhiya	554/2	0.09
418.	Kolkarhiya	566/2	0.06
419.	Kolkarhiya	569/1/k/2	0.1
420.	Kolkarhiya	569/1/kh	0.4
421.	Kolkarhiya	571/1	1.5
422.	Kolkarhiya	571/2/1/1	0.8
423.	Kolkarhiya	571/2/1/2	0.4
424.	Kolkarhiya	571/2/2	0.38
425.	Kolkarhiya	576/2	0.14
426.	Kolkarhiya	577/2	0.1
427.	Kolkarhiya	580/1	0.48
428.	Kolkarhiya	586/1	0.22
429.	Kolkarhiya	589/2	0.2

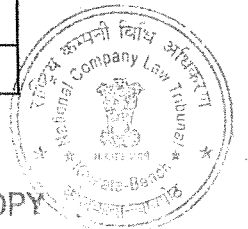


430.	Kolkarhiya	602/1	0.55
431.	Kolkarhiya	602/2	0.05
432.	Kolkarhiya	610/2/2	0.13
433.	Kolkarhiya	611/2	0.3
434.	Kolkarhiya	612/1	0.06
435.	Kolkarhiya	619/1/2	0.2
436.	Kolkarhiya	619/2	0.14
437.	Kolkarhiya	629/2	0.27
438.	Kolkarhiya	634/2	0.93
439.	Kolkarhiya	635/2	0.08
440.	Kolkarhiya	636/1	0.13
441.	Kolkarhiya	643/1	3.15
442.	Kolkarhiya	643/2	2.75
443.	Kolkarhiya	643/4	2.55
444.	Kolkarhiya	646/1	0.45
445.	Kolkarhiya	646/2	0.45
446.	Kolkarhiya	647/2	0.4
447.	Kolkarhiya	65/1	0.4
448.	Kolkarhiya	65/2	0.24
449.	Kolkarhiya	651/1/k/2	0.7
450.	Kolkarhiya	651/3	0.33
451.	Kolkarhiya	657/1/2	0.3
452.	Kolkarhiya	657/2	0.25
453.	Kolkarhiya	669/1	0.24
454.	Kolkarhiya	669/2	0.24
455.	Kolkarhiya	670/1/k/1/1	0.37
456.	Kolkarhiya	670/1/kh/1/1/k/2	0.4
457.	Kolkarhiya	671/1/k/2	0.06
458.	Kolkarhiya	671/2/2	0.4
459.	Kolkarhiya	687/2	0.38
460.	Kolkarhiya	694/1/2	0.07
461.	Kolkarhiya	694/2	0.4
462.	Kolkarhiya	7/2	0.09
463.	Kolkarhiya	70/2	0.31
464.	Kolkarhiya	702/2	0.35
465.	Kolkarhiya	72/3	0.2

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466.	Kolkarhiya	793/1/Ka/2	0.1
467.	Kolkarhiya	793/4	0.2
468.	Kolkarhiya	797/1/क	0.08
469.	Kolkarhiya	797/1/4	0.13
470.	Kolkarhiya	804/2	0.25
471.	Kolkarhiya	806/1	0.47
472.	Kolkarhiya	807	0.06
473.	Kolkarhiya	832/1/2	0.4
474.	Kolkarhiya	832/1/1	2.29
475.	Kolkarhiya	859/3/2	0.06
476.	Kolkarhiya	859/3/1/1	0.07
477.	Kolkarhiya	860/1/2	0.6
478.	Kolkarhiya	860/2	0.45
479.	Kolkarhiya	869/1	0.01
480.	Kolkarhiya	869/2	0.78
481.	Kolkarhiya	886/2	0.13
482.	Kolkarhiya	886/1/1	0.14
483.	Kolkarhiya	888/1	0.34
484.	Kolkarhiya	1059/2	0.34
485.	Kolkarhiya	888/2	0.35
486.	Kolkarhiya	889/2	0.2
487.	Kolkarhiya	895/1	0.33
488.	Kolkarhiya	895/2/2	0.23
489.	Kolkarhiya	898/2	0.15
490.	Kolkarhiya	904/1	0.24
491.	Kolkarhiya	906/2	0.25
492.	Kolkarhiya	907/2	0.19
493.	Kolkarhiya	928/1	0.28
494.	Kolkarhiya	931/1	0.25
495.	Kolkarhiya	933/1	0.12
496.	Kolkarhiya	94/1	0.05
497.	Kolkarhiya	940/1	0.33
498.	Kolkarhiya	940/2	0.34
499.	Kolkarhiya	942/1	0.2
500.	Kolkarhiya	957/1	0.05
501.	Kolkarhiya	957/2	0.05

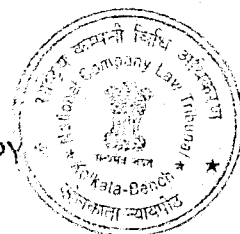


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502.	Kolkarhiya	960/1	0.18
503.	Kolkarhiya	962/1/1	0.11
504.	Kolkarhiya	962/1/2	0.2
505.	Kolkarhiya	963/1	0.09
506.	Kolkarhiya	98/1/1	0.12
507.	Kolkarhiya	98/2	0.15
508.	Kolkarhiya	981/1	0.22
509.	Kolkarhiya	999/2	0.08
510.	Kolkarhiya	1000/1	0.09
511.	Kolkarhiya	1340/993/1	0.12
512.	Kolkarhiya	999/3	0.07
513.	Kolkarhiya	1000/2	0.09
514.	Kolkarhiya	1340/993/2	0.11
515.	Kolkarhiya	981/2	0.22
516.	Kolkarhiya	986/2	0.2
517.	Kolkarhiya	991/1	0.15
518.	Kolkarhiya	991/2	0.15
Total Land			169.94

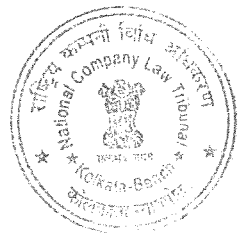
Note: 1 Hectare = 10,000 sq.m.

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Annexure 3: Details of Land at Village Devri, Tehsil Simariya, District Panna

Sr.No	Village	Land record number	Land (in hectare)
1.	Devri	1190	0.14
2.	Devri	1191	0.08
3.	Devri	1193	0.5
4.	Devri	1229	0.64
5.	Devri	1231	0.07
6.	Devri	1232	0.31
7.	Devri	1238/1/2	0.4
8.	Devri	989/2	0.2
9.	Devri	1311	0.07
10.	Devri	1323/1/k	0.41
11.	Devri	1238/2/2	0.4
12.	Devri	995/1	0.16
13.	Devri	1004/2	0.8
14.	Devri	1238/1/1/2	0.4
15.	Devri	1255/2	0.2
16.	Devri	1328/2/2	0.4
17.	Devri	937	0.03
18.	Devri	938	0.01
19.	Devri	939/1	0.06
20.	Devri	939/2	0.63
21.	Devri	940	0.05
22.	Devri	941	0.55
23.	Devri	1230	0.25
24.	Devri	973	0.62
25.	Devri	977	0.03
26.	Devri	1284/2	0.9
27.	Devri	1301/2	0.22
28.	Devri	993/2	0.2
29.	Devri	1328/1/2	0.2
30.	Devri	1328/2/1/1/2	0.2
31.	Devri	945/2/2	0.2
32.	Devri	1322/2	0.06
33.	Devri	1323/2/2	0.12
34.	Devri	960	0.03
35.	Devri	962	0.04
36.	Devri	970	0.04
37.	Devri	979	0.07
38.	Devri	1328/2/1/2	0.2
39.	Devri	976/2	0.33
40.	Devri	1006	0.36
41.	Devri	1016	0.03
42.	Devri	1277	0.07
43.	Devri	1282	0.08

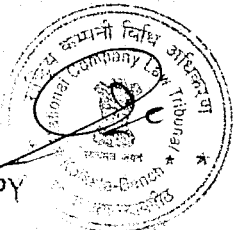


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44.	Devri	1186	0.05
45.	Devri	1187	0.32
46.	Devri	1188	0.78
47.	Devri	1195/3	0.31
48.	Devri	1195/1	0.82
49.	Devri	1195/2	0.56
50.	Devri	1233	0.3
51.	Devri	1280	0.05
52.	Devri	928/2/2	0.4
53.	Devri	1224	0.96
54.	Devri	1323/1/kh	0.4
55.	Devri	1259	2.27
56.	Devri	929	1.77
57.	Devri	985	0.96
58.	Devri	003/1	1.51
59.	Devri	967	0.1
60.	Devri	978	0.49
61.	Devri	984	0.67
62.	Devri	1171	0.05
63.	Devri	1211	0.04
64.	Devri	1212	0.87
65.	Devri	1213	0.07
66.	Devri	1379/1	0.01
67.	Devri	992	0.66
68.	Devri	1299/1	0.46
69.	Devri	1002	2.28
70.	Devri	3/2	1
71.	Devri	484	0.21
72.	Devri	980	0.56
73.	Devri	1003	0.06
74.	Devri	1256	0.06
75.	Devri	974	0.5
76.	Devri	1258	0.08
77.	Devri	1260	0.07
			30.46

Note: 1 Hectare = 10,000 sq.m.

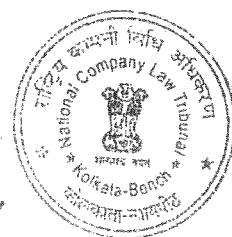
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Annexure 4: Details of Land at Village Ganiyari, Tehsil Simariya, District Panna

Sr.No	Village	Land record number	Land (in hectare)
1.	Ganiyari	2381/1	0.46
2.	Ganiyari	2417	0.50
3.	Ganiyari	2418	0.37
4.	Ganiyari	2423/2	0.16
5.	Ganiyari	2384/2	0.50
6.	Ganiyari	2539	0.78
7.	Ganiyari	2540	0.26
8.	Ganiyari	2541	0.02
9.	Ganiyari	2542	0.13
10.	Ganiyari	2543	0.14
11.	Ganiyari	2544	0.20
12.	Ganiyari	2545	0.16
13.	Ganiyari	2546	0.12
14.	Ganiyari	2547	0.15
15.	Ganiyari	2548	0.20
16.	Ganiyari	2513	0.10
17.	Ganiyari	2514	0.50
18.	Ganiyari	2516	0.60
19.	Ganiyari	2532	0.27
20.	Ganiyari	2533	0.13
21.	Ganiyari	2534	0.06
22.	Ganiyari	2535	0.41
23.	Ganiyari	2537	0.17
24.	Ganiyari	2538	0.34
25.	Ganiyari	2420/2	0.60
26.	Ganiyari	2437	0.44
			7.77

Note: 1 Hectare = 10,000 sq.m.



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Annexure 5: Details of Land purchased at Village Kuluwa, Tehsil Simariya, District Panna

Sr.No	Village	Land record number	Land (in hectare)
1	Kuluwa	432/2	1.20
			1.20

Note: 1 Hectare = 10,000 sq.m.



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NO..... 368/2024
 Date of Presentation
 of application for Copy..... 13/03/24
 No. of Pages..... Seventy three pages
 Copying Fee..... ₹/-
 Registration & Postage Fee..... ₹/-
 Total ₹..... 375/-
 Date of Receipt &
 Record of Copy..... 14/03/24
 Date of Preparation of Copy..... 14/03/24
 Date of Deliver of Copy..... 14/03/24

DD / DR / CR / Court Officer
 National Company Law Tribunal
 Kolkata Bench