

**ADITYA BIRLA**



22<sup>nd</sup> August, 2016

National Securities Depository Ltd.  
Trade World, 4<sup>th</sup> Floor,  
Kamla Mills Compound,  
Senapati Bapat Marg,  
Lower Parel, Mumbai 400 013

Dear Sir,

**Subject: Corporate Action for allotment of Non-Convertible Debentures**

**ISIN: INE481G07190**

We wish to inform you that the Company has allotted Secured Redeemable Non-Convertible Debentures for an amount of ₹ 500 crores consisting of 5,000 Redeemable Non-Convertible Debentures of ₹ 10,00,000/- each on private placement basis.

In this connection, please find attached the corporate action form, list of allottees and certified copy of board resolution.

Kindly issue the credit confirmation letter.

Thanking you,

Yours faithfully,  
For UltraTech Cement Limited

S. K. Chatterjee  
Company Secretary

Encl: a/a

**UltraTech Cement Limited**

Registered Office :

B - Wing, Ahura Centre, 2nd Floor  
Mahakali Caves Road, Andheri (E), Mumbai - 400093

Tel: 022-66917800 / 29267800  
Fax 022-66928109

Website [www.ultratechcement.com](http://www.ultratechcement.com)  
[www.adityabirla.com](http://www.adityabirla.com)  
CIN L 26940MH2000PLC128420



**CORPORATE ACTION INFORMATION FORM**  
(For Debt instruments - Allotment)

Ref. No. : \_\_\_\_\_

Date: 22<sup>nd</sup> August, 2016

National Securities Depository Limited  
Trade World, A Wing  
Kamala Mills Compound, Lower Parel  
Mumbai – 400013.

We wish to execute corporate action to **credit** the following securities to the accounts in NSDL. The details of the securities allotted are given below:

ISIN	INE481G07190
Security Description	7.53% Secured Redeemable Non-Convertible Debentures
Allotment Date	22 <sup>nd</sup> August, 2016
Face Value per security	Rs. 10,00,000/-
Distinctive Numbers	1-5,000

<i>Allotment Details</i>	<i>No. of records</i>	<i>No. of Securities (Quantity)</i>
Electronic Form – NSDL	3	5,000
Electronic Form – CDSL	-	-
Physical Form	-	-
<i>Total Allotted</i>		

I, S. K. Chatterjee, Company Secretary of UltraTech Cement Limited declare that the issuer has obtained all the necessary approvals for the aforesaid issue of securities. The allotment is in terms of Board Resolution dated 25<sup>th</sup> April, 2016. (*copy enclosed*)

**For UltraTech Cement Limited**

Signature: \_\_\_\_\_

**S.K. Chatterjee**  
**Company Secretary**

**Notes:**

1. Enclose a copy of the Board Resolution for allotment of the above securities.
2. Ensure that the above details reach NSDL atleast two days before execution of corporate action.
3. The form should be signed by the Company Secretary or Compliance Officer or Managing Director.
4. After submitting the Corporate Action Information Form and payment of fees to NSDL, you may advise your R & T Agent / Registry Division to execute the corporate action.



**CERTIFIED TRUE COPY OF THE EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 25<sup>TH</sup> APRIL, 2016**

"RESOLVED THAT in supersession of the earlier resolution passed by the Board of Directors at its meeting held on 23<sup>rd</sup> January, 2015, authority be and is hereby accorded to raise funds (including rollover / extension / revision / refinancing of existing loans) either short term and/or long term by way of private placement of secured and/or unsecured redeemable non-convertible debentures (hereinafter referred to as "debentures") and/or by way of secured and/or unsecured foreign currency loans by way of External Commercial Borrowings (ECBs), Foreign Currency Bonds, Export Credit Agency backed financing (ECA), buyer's credit or in any other manner and/or by way of secured and/or unsecured rupee term loans and / or commercial paper(s) and / or by way of any other means of finance, not exceeding Rs. 27,000 crores (rupees twenty seven thousand crores only) in the aggregate, (the debentures, ECBs, commercial paper, foreign currency loans and the rupee term loans and any other means of financing are hereinafter singly and/or collectively referred to as "the debts") at fixed and / or floating rate, in one or more tranches, with / from any one or more financial institutions / investment institutions / banks / mutual funds / bodies corporate / insurance companies / foreign financial institutions / individuals and / or any other agency or agencies (hereinafter collectively referred to as "proposed subscribers" or the "lenders" as the case may be) to meet the requirement of funds for payment of consideration towards acquisition of identified cement plants of Jaiprakash Associates Limited and its subsidiaries, financing capital expenditure and / or general corporate purposes of the Company (including refinancing / repayment/ prepayment of existing debts).

RESOLVED FURTHER THAT any two Directors of the Company (including the Managing Director) or any one Director (including the Managing Director) together with any one of the following Officers of the Company viz., Mr. Atul Daga, CFO; Mr. M. B. Agarwal, Executive President; Mr. Saurabh Chakravarty, Joint President – Finance and Mr. S. K. Chatterjee, Company Secretary or any two of the aforesaid Officers of the Company acting jointly, be and are hereby authorised to negotiate and finalise the terms and conditions in respect of the above borrowings / subscriptions; roll over / extension / revision/ refinancing of the existing borrowings; appointment of one or more Arrangers for existing as well as new borrowings, finalise their fees and terms of appointment and to issue them appointment letter(s); the security to be offered and the form thereof; appoint Trustees for the said debts and agree to such changes and modifications in the terms and conditions as may be felt necessary from time to time and to sign and execute Loan Agreement(s), Subscription Agreement(s), Demand Promissory Note(s), Deed(s) of Hypothecation, Mortgage Deed, Trust Deed(s), ISDA agreement(s) (International Swap Dealer Association Inc.), Memorandum of Entry, amendment / modification agreement(s) in relation to new as well as existing borrowings; undertakings and such other deeds and documents as may be required for this purpose, including any amendments thereto as may be required from time to time.

In so far as it relates to raising of funds by way of issue of debentures on private placement basis in terms of the provisions of the Companies Act, 2013 and rules made thereunder, if applicable, including any amendments thereto and in terms of the provisions of Securities and Exchange Board of India (SEBI)(Listing Obligations and Disclosure Requirements), Regulation, 2015 and / or SEBI (Issue of Capital and Disclosure Requirement) Regulations, 2009 and / or SEBI (Issue and Listing of Debt Securities) Regulation, 2008, including any amendment thereto (hereinafter referred to as "SEBI Regulations"):

1. The Company do:



- a) appoint any one or more bank(s), arranger(s), financial institution(s), body(ies) corporate, merchant banker(s) or any other agency(ies) if required, for the debentures on such terms and conditions as may be agreed to on behalf of the Company and for the preparation of offer document, if required, for the new / existing series of debentures, whose responsibilities shall inter alia include dealing with Securities and Exchange Board of India (SEBI) and other agencies, as may be required, for the purpose of compliance with SEBI Regulations and the Companies Act, 2013 and the rules made thereunder and / or any other Acts, regulations, guidelines or provisions, as may be in force, or framed or enacted from time to time;
- b) issue Information Memorandum(s) and/or make application(s) and/or issue Schedule I in terms of the SEBI Regulations and any amendments thereto and/or issue offer letter in terms of the provisions of the Section 42 and other applicable provisions, if any, of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 including any amendment thereto, that may be made from time to time and other incidental documents, as may be deemed necessary, to the proposed subscribers or otherwise for raising funds by issue of short term and/or long term secured and/or unsecured redeemable non- convertible debentures, as stated above, at fixed and/or floating rate of interest, in one or more tranches, on private placement basis;
- c) get the new / existing series of debentures rated by one or more Credit Rating Agencies (national / international) as may be decided by the empowered Director(s) and/or Officer(s) of the Company;
- d) accept the Letters of Intent / Term Sheets / Sanction letters as may be issued by the proposed subscribers agreeing to subscribe to the debentures on the terms and conditions stipulated/to be stipulated by them in their respective letters of intent / sanction letters and as may be acceptable to the Company;
- e) issue and allot the debentures, in terms of the provisions of the Companies Act, 2013 and rules made thereunder, in one or more tranches on the following main terms and conditions as may be decided by the Director(s) and / or Officer(s) of the Company empowered for the purpose in the manner hereinafter provided: -
  - i) Each Debenture will be of such face value as may be decided on behalf of the Company;
  - ii) The Debentures will be redeemed in one or more installments as may be decided on behalf of the Company;
  - iii) The Debentures will carry interest at such rate (fixed and/or floating) as may be mutually agreed upon between the Company and the proposed subscribers;
  - iv) The Debentures may be repurchased and reissued / extinguished by the Company, in terms of the relevant provisions of the Companies Act, 2013 and rules made thereunder, SEBI Regulations or any other guidelines / provisions as may be in force, or framed or enacted from time to time (including any amendments thereto);
  - v) The Debentures will carry such premium on redemption or at par or at discount, as may be decided on behalf of the Company;
- f) make application to National Securities Depository Limited (NSDL) and / or Central Depository Services (India) Limited (CDSL) or any other Depository for the purpose of



allotment of debentures and issue of allotment letters and debenture certificates in a demat form;

- g) appoint Trustees / Co-Trustees in terms of the provisions of the Companies Act, 2013 and rules made thereunder and SEBI Regulations, as amended from time to time, for the holders of the new / existing series of Debentures (hereinafter referred to as "the Trustees") on such terms and conditions as may be stipulated by the Trustees for accepting the Trusteeship and also create security therefore in favour of the Trustees by way of an exclusive charge/ mortgage and/or by way of a first charge/mortgage and/or by way of a second charge/ mortgage or in such other form and manner and in one or more tranches as may be agreed to by the Trustees over the movable and/or immovable properties of the Company;
- h) create exclusive/ first *pari passu*/ second charge/ mortgage or in any other manner in favour of the Trustees by execution of Debenture Trust Deeds and/ or Trustee Agreements on the movable and/ or immovable properties of the Company, except on stocks of raw materials, finished goods, work-in-progress, stores and spares, book debts and such other assets, which will be subject to prior charge of bankers for the working capital facilities sanctioned/ to be sanctioned by them to the Company, together with interest, additional interest, further interest, liquidated damages, Trustees' remuneration, commitment charges, premium on prepayment and/or on redemption and other costs, charges and expenses payable by the Company to the proposed subscribers and/or the Trustees and/or any other Agencies or Authorities;
- i) create an exclusive / first *pari passu* / second charge, if required, in favour of the Trustees for the new / existing series of debentures by way of hypothecation of all or any of its moveable properties relating to any one or more or all its Units, in one or more tranches, as and by way of additional security for the debentures ranking prior to/ *pari passu* with or secondary to the existing/ future loans and debentures having a charge on these properties, except on stocks of raw materials, finished goods, work-in-progress, stores and spares, book debts and such other assets, which will be subject to prior charge of bankers for the working capital facilities sanctioned/ to be sanctioned by them to the Company, together with interest, additional interest, further interest, liquidated damages, Trustees' remuneration, commitment charges, premium on prepayment and/or on redemption and other costs, charges and expenses payable by the Company to the proposed subscribers and/or the Trustees and/or any other Agencies or Authorities;
- j)
  - (i) if required, through the empowered Director(s) / Officer(s), give oral consent to the Trustees or any other Bank or Financial Institution or Body Corporate or Agency, acting for itself and/or as agent *inter alia* of the Trustees for the debentures to continue to hold and retain the title deeds already deposited with them, as security by way of mortgage by deposit of title deeds by constructive delivery, for the debentures;
  - (ii) create mortgage, if required, by deposit of title deeds by delivery/ constructive delivery with the Trustees and / or any other Bank or Financial Institution or Body Corporate or Agency, acting for itself and/or as agent *inter alia* of the Trustees for the holders of the debentures, of all documents of title, evidences, deeds and writings (hereinafter called "title deeds") of any one or more or all the Units of the Company;
  - (iii) deposit such additional documents / title deeds (additional title deeds) as may be required with the Trustees or any other Bank or Financial Institution or Body Corporate or Agency, acting for itself and/or as agent *inter alia* of the Trustees for the holders of the debentures, as security on the Company's said immovable properties also for the due repayment of the debentures together with interest, remuneration of the Trustees





and other costs, charges and expenses payable under the Trust Deeds / Trustee Agreements / Letters of Sanction / Subscription Agreements / Information Memorandums / Schedule I of the SEBI (Issue and Listing of Debt Securities) Regulation, 2008 and any other documents, including any amendments thereto;

- k) make application to the BSE Limited (BSE) and / or the National Stock Exchange of India Limited (NSE) for the purpose of getting the new / existing series of debentures listed, if required, and to sign and execute all agreements, deeds and documents as may be required for this purpose.
- 2. any two Directors of the Company (including the Managing Director) or any one Director (including the Managing Director) together with any one of the following Officers of the Company viz., Mr. Atul Daga, CFO; Mr. M. B. Agarwal, Executive President; Mr. Saurabh Chakravarty, Joint President – Finance and Mr. S. K. Chatterjee, Company Secretary or any two of the abovementioned Officers of the Company acting jointly, be and are hereby authorized:
  - a) (i) to appoint any one or more bank(s), arranger(s), financial institution(s), body(ies) corporate or any other agency(ies) ["agency(ies)"], merchant banker(s) for preparation of Offer document or any other document, if required, for the debentures, whose responsibilities shall inter alia include dealing with Securities and Exchange Board of India (SEBI) and other agencies, as may be required, for the purpose of compliance with SEBI Regulations and the Companies Act, 2013 and rules made thereunder or any other Acts, guidelines or provisions, as may be in force, or framed or enacted from time to time including any amendments thereto;
  - (ii) to negotiate and finalize the fees as may be required to be paid to the agency(ies) and sign and execute any letters, agreements, documents, indemnities, undertakings, etc. as may be required for that purpose, including any amendments thereto as may be required from time to time;
  - b) to get the new / existing series of debentures rated by one or more Credit Rating Agencies (national / international) and to finalize and decide their fees and other terms as well as issue the necessary letter(s) and furnish all such information as may be required by them;
  - c) to convey to the proposed subscribers acceptance on behalf of the Company of the said offer for financial assistance on the terms and conditions to be contained in the letter(s) of intent/ sanction letter(s) and agree to such changes and modifications in the said terms and conditions within the parameters as set out above and as may be felt necessary from time to time and to sign and execute Subscription Agreement(s), Demand Promissory Note(s), Deed(s) of Hypothecation, Undertakings and such other deeds and documents as may be required for this purpose, including any amendments thereto as may be required from time to time;
  - d) within the parameters set out above by the Board, to finalise the actual terms of the issue including interest, period, security, payment of interest on application money/first instalment, allotment, etc., as well as the amount payable on application / allotment / call(s), etc., for the Debentures in consultation with the proposed subscribers and in the manner mentioned above and to take all necessary steps, including steps for modifications in the terms of the issue, as may be required and agreed upon between the Company and the proposed subscribers.



3. Any two Directors of the Company (including the Managing Director) or any one of the Directors (including the Managing Director) together with any one of the following Officers of the Company viz. Mr. Atul Daga, CFO; Mr. M. B. Agarwal, Executive President; Mr. Saurabh Chakravarty, Joint President – Finance; Mr. S. K. Chatterjee, Company Secretary; Mr. Vinod Damani, Vice President; Mr. Nilesh Garg, Vice President; Mr. Jitesh C. Jhankharia, Asst. Vice President and Mr. Kamal Rathi, General Manager or any two of the abovementioned Officers of the Company, acting jointly, be and are hereby authorised:

- a) to appoint the Trustee(s) for the holders of the debentures (hereinafter referred to as "the Trustees") in terms of the provisions of the Companies Act, 2013 and rules made thereunder and SEBI Regulations, as applicable, and to finalize and accept the terms and conditions of appointment as may be stipulated by the Trustees, issue appointment letters in this respect to the Trustees and wherever necessary in consultation with the Company's solicitors, also approve the draft of the Trust Deed(s)/Trustee Agreement(s) with the Trustees and also the drafts of any undertaking, declaration, indemnity, etc. to be executed on behalf of the Company and to sign and execute the Debenture Trust Deed(s)/Trustee Agreement(s) and any other document(s) as may be required, as also any modifications or amendments thereto, as may be required from time to time, with the Trustees for the holders of the debentures inter alia to secure the principal amount of the Debentures together with interest, remuneration of the Trustees and other costs, charges and expenses which may be payable by the Company to the proposed subscribers and/or the Trustees by way of an exclusive charge/ mortgage and / or a first charge/mortgage and/ or by way of a second charge/ mortgage in such form and manner as may be agreed to by the Trustees over the immovable and/or moveable properties of any one or more or all the Units of the Company, and that the mortgage and charge may rank prior to or paripassu with or secondary to all the first mortgages and/or charges created/ to be created by the Company for various loans raised and various Debentures issued by the Company, having a charge on these properties, except on stocks of raw materials, finished goods, stores and spares, book debts and such other assets, which will be subject to prior charge of bankers for the working capital facilities sanctioned/to be sanctioned to the Company;
- b) to give/ sign Declaration(s)/ Undertaking(s)/ Indemnity(ies) to the Trustees in regard to the marketability of the title of the Company's aforesaid immovable properties and as to non-encumbrances and containing such statements, declarations and undertakings and in such form as may be required by the Trustees;
- c) to create a prior/ first pari passu/ second charge in favour of the Trustees, if required, for the debentures by way of hypothecation of all or any of its moveable properties relating to any one or more or all its Units, in one or more tranches, as and by way of additional security for the debentures ranking pari passu inter-se and ranking prior/ pari passu with or secondary to the existing loans and debentures having a charge on these properties except on stocks of raw materials, finished goods, stores and spares, book debts etc., which will be subject to prior charge of bankers for the working capital facilities sanctioned by them to the Company together with interest, additional interest, further interest, liquidated damages, Trustee's remuneration, commitment charges, premium on prepayment or on redemption and other costs, charges and expenses payable by the Company to the proposed subscribers and/or the Trustees.
- d) to approve, finalize and settle draft of the Deed(s) of Hypothecation, if required, as and when received from the Trustees and to execute the same in favour of the Trustees



for the holders of the debentures and any ancillary documents as may be required to be executed, including any amendments thereto from time to time;

- e) to create mortgage, if required, by deposit of title deeds by delivery/ constructive delivery with the Trustees and / or any other Bank(s) or Financial Institution(s) or Body(ies) Corporate or Agency(ies), acting for itself and/or as agent inter alia of the Trustees for the holders of the debentures, of all documents of title, evidences, deeds and writings (hereinafter called "title deeds") of any one or more or all the Units of the Company, as may be decided, in order to create security on the immovable properties of any one or more or all the Units of the Company to secure the due repayment, discharge and redemption by the Company under the debentures, together with interest, additional interest, liquidated damages, commitment charges, premia on prepayment and/or on redemption, remuneration payable to the Trustees, costs, charges, expenses and other monies payable to the proposed subscribers/holders or Trustees or any other agency(ies) under the Trust Deed(s) / Trustee Agreement(s) / Letter(s) of Sanction/ Subscription Agreement(s) / Information Memorandum(s) and any other documents, including any amendments thereto;
  - f) while making the deposit of title deeds and/or additional title deeds or making constructive delivery, to give such oral consent on behalf of the Company and to state on behalf of the Company to the Trustees or any other Bank or Financial Institution or Body Corporate or Agency, acting for itself and / or as agent inter alia of the Trustees for the holders of the debentures that the said title deeds so deposited from time to time and further deposited by way of constructive delivery from time to time and the additional title deeds are the only documents of title relating to the respective immovable properties and that the Company has the appropriate title to the immovable properties and that the security in favour of the Trustees shall ensure in respect of the Company's said immovable properties, and if so required also to give a declaration on oath to the satisfaction of the Trustees or any other Bank(s) or Financial Institution(s) or Body(ies) Corporate or Agency(ies), acting for itself and/or as agent inter alia of the Trustees for the holders of the debentures;
  - g) to approve, finalize, settle, sign and execute such other deeds and documents [including Deed(s) of Indemnity], and also any amendments thereto as may be required to be executed from time to time;
4. Each of the Directors (including the Managing Director) of the Company and each of the following Officers of the Company, viz., Mr. Atul Daga, CFO; Mr. M. B. Agarwal, Executive President; Mr. Saurabh Chakravarty, Joint President – Finance; Mr. S. K. Chatterjee, Company Secretary; Mr. Vinod Damani, Vice President; Mr. Nilesh Garg, Vice President; Mr. Jitesh C. Jhankharia, Asst. Vice President and Mr. Kamal Rathi, General Manager be and are hereby severally authorised to appear and lodge the Trust Deed(s), Trustee Agreement(s) and any other documents, including those creating security in favour of the lenders, as may be required, for registration and admit execution thereof before the concerned Registrar or Sub-Registrar of Assurances and to take all steps that may be necessary to complete the registration of the said deed(s), agreement(s) and documents;
5. Any one of the Directors (including the Managing Director) of the Company or any one of the following Officers of the Company, viz., Mr. Atul Daga, CFO; Mr. M. B. Agarwal, Executive President; Mr. Saurabh Chakravarty, Joint President – Finance; Mr. S. K. Chatterjee, Company Secretary, acting severally, be and are hereby authorised to make application to NSDL and / or CDSL or any other Depository for the purpose of allotment of debentures and issue of allotment letters and debenture certificates in demat form and to accept, finalize,





settle, sign and execute all agreements, letters, deeds and documents, including any amendments thereto, as may be required from time to time for this purpose.

6. Any one of the Directors (including the Managing Director) of the Company or any one of the following Officers of the Company, viz., Mr. Atul Daga, CFO; Mr. M. B. Agarwal, Executive President; Mr. Saurabh Chakravarty, Joint President – Finance; Mr. S. K. Chatterjee, Company Secretary, acting severally, be and are hereby authorized to make application to BSE and/or NSE and / or and / or any other Stock Exchange in India for the purpose of getting the debentures listed, if required, to apply, accept, finalize, settle, sign and execute all agreements, deeds and documents, including any amendments thereto, as may be required for this purpose including payment of listing fees, etc., and also appoint, finalize, settle, sign and execute all agreements, deeds or documents, including any amendments thereto, with any other agency or agencies (including Credit Rating Agency for the purpose of getting the Debentures rated) as may be deemed necessary from time to time.
7. The Common Seal of the Company, if required, be affixed on the Allotment letter(s), Debenture Certificate(s), Subscription Agreement(s), Promissory Note(s), Deed(s) of Hypothecation, Deed(s) of Indemnity, Undertaking(s), Trust Deed(s), Trustee Agreement(s) and any other documents, agreements, deeds and writings, in the presence of any two Directors (including the Managing Director) of the Company or any one Director (including the Managing Director) and any one of the following Officers of the Company, viz., Mr. Atul Daga, CFO; Mr. M. B. Agarwal, Executive President; Mr. Saurabh Chakravarty, Joint President – Finance; Mr. S. K. Chatterjee, Company Secretary; Mr. Vinod Damani, Vice President; Mr. Nilesh Garg, Vice President; Mr. Jitesh C. Jhankharia, Asst. Vice President; Mr. Kamal Rathi, General Manager or any two of the abovementioned Officers of the Company, who shall sign the same in token thereof, as per the provisions of Articles of Association of the Company.
8. Any one of the Directors (including the Managing Director) of the Company or the Company Secretary of the Company be and is hereby severally authorized to file the requisite particulars of charges in respect of the said Trust Deed(s)/ Trustee Agreement(s)/ Deed(s) of Hypothecation/ Mortgage(s) in favour of the Trustees/ Proposed subscribers, with the Registrar of Companies, Maharashtra or Ministry of Corporate Affairs by way of e-filing.

RESOLVED FURTHER THAT copy(ies) of the foregoing resolution certified to be true copies by the Director / Company Secretary be furnished to all concerned as may be necessary."



**For UltraTech Cement Limited**

S. K. Chatterjee  
Company Secretary

**List of Allottee:**

Sr. no.	Name	Address	PAN No.	No. of Debentures	Face value of Debentures (₹)	Demat Account Number
1.	Kotak Mahindra Bank Ltd.	7 <sup>th</sup> Floor, 12 BKC, Plot no. C-12, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051	AAACK4409J	4,550	10,00,000	DP ID: IN302814 Client ID: 10025816
2.	NPS Trust A/c UTI Retirement Solutions Pension Fund Scheme-Central Government	UTI Retirement Solutions Limited UTI Tower, Gn-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051	AABTN0648L	200	10,00,000	DP ID: IN300812 Client ID: 10494760
3.	NPS Trust A/c UTI Retirement Solutions Pension Fund Scheme-State Government	UTI Retirement Solutions Limited UTI Tower, Gn-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051	AABTN0648L	250	10,00,000	DP ID: IN300812 Client ID: 10495980
<b>TOTAL</b>				<b>5,000</b>		

For UltraTech Cement Limited

S. K. Chatterjee  
Company Secretary



22<sup>nd</sup> August, 2016

To,  
The Managing Director  
National Securities Depository Limited  
4<sup>th</sup> Floor, Trade World,  
Kamala Mills Compound, Senapati Bapat Marg,  
Lower Parel, Mumbai - 400 013.

Dear Sir,

**Subject: Corporate Action for allotment of Non-Convertible Debentures**

**ISIN: INE481G07190**

Please find below the details with respect to the issue of Secured Redeemable Non-Convertible Debentures for an amount of ₹ 500 crores consisting of 5,000 Secured Redeemable Non-Convertible Debentures of ₹ 10,00,000/- each on private placement basis.

<b>Issue size</b>	Rs. 500 crores
<b>Proposed to be listed on</b>	National Stock Exchange of India Limited
<b>Tenure</b>	10 years
<b>Deemed date of allotment</b>	22 <sup>nd</sup> August, 2016
<b>Date of maturity</b>	21 <sup>st</sup> August, 2026
<b>Coupon/interest offered</b>	7.53% per annum
<b>Schedule of payment of interest</b>	22 <sup>nd</sup> August, 2017, 22 <sup>nd</sup> August, 2018, 22 <sup>nd</sup> August, 2019, 24 <sup>th</sup> August, 2020, 23 <sup>rd</sup> August, 2021, 22 <sup>nd</sup> August, 2022, 22 <sup>nd</sup> August, 2023, 22 <sup>nd</sup> August, 2024, 22 <sup>nd</sup> August, 2025 and 21 <sup>st</sup> August, 2026
<b>Schedule of payment of principal amount</b>	21 <sup>st</sup> August, 2026
<b>Charge/security</b>	The same will be created within the time frame prescribed under the relevant regulations/act/ rules etc.

Thank you.

Yours very truly,  
For UltraTech Cement Limited

S. K. Chatterjee  
Company Secretary