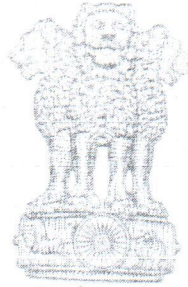


भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES



भारत INDIA
INDIA NON JUDICIAL

छत्तीसगढ़ CHHATTISGARH

C 407653

LETTER OF AUTHORITY

KNOW ALL MEN by these presents that We, UltraTech Cement Limited a Company incorporated and registered under the provisions of the Companies Act, 1956, and having its Registered Office at "B" Wing, Ahura Centre, 2nd Floor, Mahakali Caves Road, Andheri (E), Mumbai - 400 093 (hereinafter called "the Company") through Mr. Kiran Patil, Executive President & Unit Head, Son of Shri Dattatray Rao Patil of the Company, (hereinafter called the Executive President and Unit Head) SEND GREETINGS.

Now by virtue of the powers vested in the Executive President by the Company, pursuant to the Board Resolution dated 26th October 2010 and in particular the powers to delegate any of the powers, authorities and discretions for the time being vested in the Unit Head there under, the Unit Head do hereby Nominate, constitute and appoint **Shri Maddipoti Sivaramakrishna** Son of Shri Maddipoti Suryachandra Rao the Company (hereinafter called the "Authority")

LET OF DOCUMENT

L. R. MOW

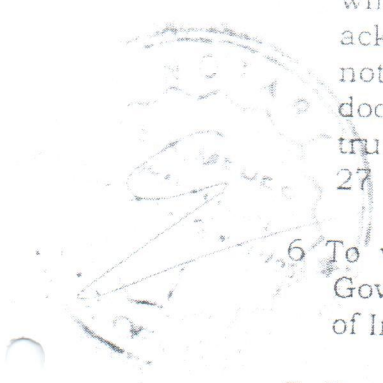
Contd...2

as true and lawful Authority of the Company to do, perform and execute in particular, the following acts, matters, deeds and things mentioned hereunder in connection with the Jharsuguda Cement Works, Near Dhutra Railway Station, P.O. Arda, -786 802 Dist. Jharsuguda, Orissa; New Grinding Units in Jharsuguda in Orissa (hereinafter referred to as the "said Units") / work related to the Company :

1. To authorize payment and sign and/or certify cash, bank and journal vouchers.
2. To purchase or sell or contract for purchase or sale in the ordinary course of business any immovable property, for an amount not exceeding (Rs. 1.00 Cr. for running Grinding Unit and other case Rs. 5.00 Cr.) (Rupees One Crore for running Grinding Unit and other case Rupees Five Crore) in a single transaction, necessary or useful for the business of the Company subject to the proviso contained in clause 28 herein below and to take possession of land and to execute lease agreement, lease-cum-sale agreement or any other agreement/undertaking or deed or document as may be required in connection with taking possession of the land for the Company's project.
3. To purchase, take on lease, leave and licence, hire purchase, deferred sale or otherwise acquire any moveable or immoveable property or assets and whether tangible or not in the name of the Company or in the name of any other person as may be required and to sell, transfer, give on lease, hire purchase, leave and licence or create any right, title or interest therein and /or to dispose of the same to such person as may be considered appropriate by the said Authority for an amount not exceeding (Rs. 1.00 Cr. for running Grinding Unit and other case Rs. 5.00 Cr.) (Rupees One Crore for running Grinding Unit and other case Rupees Five Crore) in a single transaction subject to the provisions contained in Clause herein below and to execute such agreement(s) / documents on 28 behalf of the Company as may be required in this regard.
4. To apply for prospecting license / Mining Leases for acquiring mining rights relating to different minerals and in relation thereto to sign applications, lease agreements, execute bonds / undertakings in favour of Statutory / Regulatory bodies and any other agreement(s), undertaking(s) or deed(s) or document(s) as may be necessary and to do similarly for the purposes of renewing the existing mining leases.

Contd...3




- 
5. To sign, endorse, accept, execute or authenticate all hundies, pay orders, bills of entry, bills of exchange, usance bills, promotes, bills and delivery orders, negotiable instruments, stock report, vouchers including journal vouchers, debit and credit notes, receipts or discharges whether for money or for goods, balance confirmation, acknowledgements, assignments of insurance policies and or cover notes, bills of lading, railway receipts, motor receipts, and other documents of title of goods and letters of credit, counter guarantee, trust receipt and other documents subject to the provisions of Clause 27 hereinbelow.
 6. To withdraw moneys payable to or due to the Company from the Government authorities or any other department of the Government of India or State Government or any other public authority.
 7. To purchase or contract for purchase and to take or give on loan hire purchase, lease in any part of India or elsewhere, for immediate or future delivery of raw materials, auxiliary materials, packing materials and all plant and machinery, stores materials, chemicals, spares and things and other articles and things, necessary or desirable to enable the company to carry on its normal activities in the ordinary course of business (hereinafter for brevity's sake referred to as "the said goods and things") and to sell back, resell or to send for sale to any part of India or elsewhere all or any of the said goods and things.
 8. In order to purchase or contract for purchase as provided in the preceding clauses, to make advances or loans in the ordinary course of business to the suppliers of the said goods and things on such terms and conditions as are usual or as may accord with the practice and custom of the market.
 9. To sell or contract for sale in the ordinary course of business in any part of India or elsewhere for immediate or future delivery of the Company's products and to appoint brokers, stockists, sales promoters, agents etc. for this purpose and to settle the terms and conditions of their services and remuneration and to terminate or vary any such appointment.
 10. To get repaired and keep in repairs movable and immovable properties, plant and machinery of the Company, and to insure the same against damage by fire, tempest, accident, riot, lightning and other risks and also to use and take all such lawful ways and means as may be necessary for defending and protecting the said movable and immovable properties, plant and machinery of the Company.

Contd...4



10/6/11
A. R. MEHROTRA

11. To ensure compliance with the provisions of all legislations governing the affairs of the Company, including the provisions of corporate governance and to do all such acts, deeds and things as may be necessary or expedient to ensure compliance with such laws as also to appear and represent the Company before any officer or authority or court / bench appointed under any such laws for the time being in force.
12. To sign correspondence, statements, returns, applications, sales bills and invoices, and/or other forms including AR-I Form as required or necessary under the Central Excise or Customs Laws and Rules framed thereunder and also to sign the accounts and Registers maintained by the Company for the purpose of the Excise and customs as and when necessary or required by the concerned Authorities, and attest any corrections which may be made in the said accounts, registers, statements, returns, applications forms and other records.
13. To sign, execute and deliver on behalf of the Company all papers, correspondence and receipts, bills of lading, forwarding notes, railway receipts, customs house warrants and other documents of Title and all other deeds and assurance and documents for the due completion and performances of all transactions in the ordinary course of business of the said unit of the Company.
14. In the name of the Company and on its behalf to ask, demand, sue for, recover and receive every person and every body politic or corporate whom it shall or may concern, all sums of money, debts, dues, goods, wares, merchandise, chattels, effects and things of whatsoever nature or description which now are or which at any time, during the subsistence of these presents, shall or may have or become due, owing or belonging to the company in or by any right, title, ways or means howsoever, or otherwise become due or payable to the company and upon receipt therefore or of any part thereof in the name of the company or in his name or otherwise as the case may require to make, sign, execute and deliver such receipts, release or other discharges for the same respectively as the Authority shall think fit or be advised.
15. To examine all books, papers, documents or other records relating to the business of the company in possession of any third party and where such books, papers, documents or other records is the property of the company to take possession of the same.



16. To commence, prosecute, enforce, defend, answer, oppose or appear or appeal in, all actions and other legal proceedings and demands whether civil, criminal, political, administrative or revenue, or proceedings relating to the customs or excise duties, sales tax, entry tax, income-tax, super tax, wealth tax, registered firms tax, professional tax and all taxes on income or otherwise and to accept service of notices or processes touching any of the matters aforesaid or any other matters in which the company is or hereafter be interested or concerned and also if thought fit to compromise, refer to arbitration, submit to judgement, proceed to judgement and execute or become non-suited in any such action or proceedings as aforesaid and also to enforce by execution, attachment distress, suit or otherwise any decree or award in favour of the company and to defend or resist any such process issued against the company, in any such action or proceedings as aforesaid to retain, employ, engage and remunerate advocates, Authorities, vakils and pleaders and to sign and give warrants, vakalatnamas and other necessary authorities and to revoke such retainers and authorities from time to time at pleasure.

17. To appear before all and every or any Court or Courts, Magistrates, Government or Public Officer, Customs, Excise, Abkari, Electricity Board, Revenue, Railway, Police, Port Trust, Improvement Trust, Income Tax, Sales Tax, Reserve Bank of India, Import of Foreign Trade Control authorities or Export Promotion Council and any other authorities whatsoever and to make, sign, execute, swear, declare, register and advertise all declarations, affidavits, applications, letters, papers and writings and to do all acts, deeds or things whatsoever necessary or expedient for the business of the company under Factories Act, Payment of Wages Act, Boilers Act, Explosives Act and Rules, Employees State Insurance Act, Employees Provident Fund Act, Indian Electricity Act, Motors Vehicles Act, Income Tax Act, Sales Tax Acts, Professional Tax Act, Post and Telegraph Act, Foreign Exchange Management Act and Rules, Companies Act, SEBI and Stock Exchange rules and Regulations and any other Acts, Rules or notifications of the Central or State Government (including making applications for obtaining sales tax declaration forms), Municipal Bodies, Excise, Reserve Bank of India or Customs or Import Trade Control Authorities or Foreign Trade Control Authorities, or Export promotion Councils and to appear on behalf of the company before any authority under the above mentioned laws, rules or notifications and to represent the company in all correspondence matters and proceedings before them of any nature whatsoever.

Contd...6



- 6-
18. To make, sign, execute, swear, declare, register and advertise all declarations, affidavits, applications or writings and to do all acts, deeds and things whatsoever usual, necessary or expedient for the due registration and protection of any trade marks, trade names, designs, brands, labels or rights belonging to or used by or hereafter to belong to or to be used by the company and to give evidence or attend to any proceedings before any competent authority under the relevant law for the time being in force.
 19. To appear before any Registrar or Sub-Registrar or any other registering officer or authority and to present for registration any deed or document already executed or signed or which may hereafter be executed and signed on the Company's behalf and to admit the execution of such document or documents and otherwise to do all acts deeds matters and things to get such deed or documents registered according to law.
 20. To adjust, settle, compromise or submit to arbitration any accounts, debts, claims, demands or disputes touching any of the matters herein provided for or any other matters which are now subsisting or may hereafter arise between the company or between the Authority on the one hand and any other person, firm, company or corporation on the other hand to give time for payment to any of the debtors of the firm.
 21. To execute any Bond or Bill for and on behalf of the Company as required under any law or statute or rules or regulations of Central Government, State Government or any competent or concerned authority, body or association in the forms prescribed under any such law, statute, rules or regulations or otherwise.
 22. To look after and supervise the working of the said unit of the Company and to do or cause to be done all such acts, deeds, things as may be necessary or expedient to ensure smooth working of factories, other offices and establishments of the said Unit.
 23. To negotiate with the workers and employees of the said Unit of the Company or with the trade unions or federations, on demands made by such workmen and employees and to participate in all proceedings relating to the industrial matters, before the Labour officers, Conciliation Officers, Labour Commissioners, Labour Tribunals, Industrial Tribunals, Wage Board and other authorities appointed by the Central or State Government and to agree to refer such disputes to Arbitrator or to Industrial Court or Tribunal and to make on behalf of the Company suitable or necessary representations and to present the case of the company and to agree and come to any settlement with such workmen, Employees, Trade Unions or Federations as the Authority may in this discretion deem fit.

Contd...7

1. 1990

24. To grant advances and loans to officers, members of the staff, workmen, employees and servants of the said Unit of the Company in such amounts, from time to time, as the Authority may think fit, provided that such loans and advances shall be given for the specific purpose and upto the limits as decided by the Board of Directors of the company from time to time subject to the restrictions as per other legal promulgations.
25. To appoint officers and other executive staff of the said Unit of the company in accordance with the rules, policies and guidelines specified by the Company from time to time and to settle terms and conditions of their services and to terminate or vary the terms of any such appointment including payment of bonus, gratuity, perquisites and other allowances and also to employ, engage and appoint workmen and employees on lower grades and to terminate or vary the terms of their appointment as aforesaid, to allocate from time to time duties and functions to such officers, executives, staff, workmen and employees and to implement, enforce and otherwise give effect to Industrial Awards and settlement.
26. To acquire on rent or otherwise such premises as may be necessary for the purpose of the Company's offices, godowns, depots, show-rooms and similar other uses and to maintain and keep in repairs such premises and to insure the same against damage by fire, tempest, accident, riot, lightning and other risks and also to use and take all such lawful ways and means as may be necessary for defending and protecting such premises.
27. To concur in doing any of the acts and things herein mentioned in Conjunction with any other person or persons similarly authorised.
28. **GENERALLY** to do all such acts and things as may be conducive or incidental to the exercise of the powers and authorities hereby given provided always and it is hereby expressly declared that the powers and authorities regarding purchase & sale of movable and immovable properties of the Company shall only be exercised and be exercisable by the Authority jointly with any other person duly authorized. **AND, THE COMPANY DO HEREBY AGREES** to ratify and confirm all acts, deeds and things as our said Authority shall lawfully do or cause to be done during the continuance of these presents in respect of the matters aforesaid by virtue hereof.

IN WITNESS WHEREOF Mr. Kiran Patil, Executive President & Unit Head has set and subscribed his name and signature on behalf of the Company as its duly constituted agent on this **7th day of May**, Two Thousand Eleven.

Signature of Unit Head.
(Shri Kiran Patil, Executive President)

Left hand Thumb impression and photograph of Shri Kiran Patil, Executive President & Unit Head



Signature of the Constituted Authority
Shri Maddipoti Sivaramakrishna GU-Head

Left hand Thumb impression and
photograph of Constituted Authority
Shri Maddipoti Sivaramakrishna GU-
Head



Attest the body of
Greenebank

W. A. MERRILL
ALBANY
JAN 2 1904
JAN 2 1904