

SCHEDULE 3

PART A

**CERTIFICATE AND AGREEMENT OF PERSONS ACQUIRING THE GDRS UPON
DEPOSIT OF SHARES IN THE FACILITY PURSUANT TO CONDITION 1 AND
CLAUSE 3.3 OF THE DEPOSIT AGREEMENT**

[Date]

The Bank of New York Mellon, as Depositary
101 Barclay Street
New York, New York 10286

Dear Sirs

BIRLA COTSYN (INDIA) LIMITED

Reference is hereby made to the Deposit Agreement, dated 15 March 2010 (the "**Deposit Agreement**"), between Birla Cotsyn (India) Limited (the "**Company**") and The Bank of New York Mellon, as Depositary with respect to Global Depositary Receipts ("**Regulation S GDRs**") issued thereunder. Capitalised terms used but not defined herein shall have the meanings given to them in the Deposit Agreement.

1. This certification and agreement is furnished in connection with the deposit of Shares in the Facility under the Deposit Agreement and issuance of Regulation S GDRs pursuant to Condition 1 and Clause 3.3 of the Deposit Agreement.
2. We acknowledge (or if we are acting for the account of another person, such person has confirmed to us that it acknowledges) that the Regulation S GDRs and the Shares represented thereby have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Act**").
3. We certify that either:
 - (a) we are, or at the time the Shares are deposited and at the time the Regulation S GDRs are issued will be, the beneficial owner of the Shares represented by such Regulation S GDRs, and (i) we are not a U.S. person (as defined in Regulation S under the Act) and are located outside the United States (within the meaning of Regulation S under the Act) and we have acquired, or have agreed to acquire and will have acquired, the Shares to be deposited outside the United States (within the meaning of Regulation S under the Act), (ii) we are not an affiliate of the Company or a person acting on behalf of such an affiliate, and (iii) we are not in the business of buying and selling securities or, if we are in such business, we did not acquire the securities to be deposited from the Company or any affiliate thereof in the initial distribution of the GDRs and the Shares,

OR

- (b) we are a broker-dealer acting on behalf of our customer, and such customer has confirmed to us that it is, or at the time the Shares are deposited and at the time the Regulation S GDRs are issued will be, the beneficial owner of the

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Shares represented by such Regulation S GDRs and (i) it is not a U.S. person (as defined in Regulation S under the Act) and it is located outside the United States (within the meaning of Regulation S under the Act) and it has acquired, or has agreed to acquire and will have acquired, the Shares to be deposited outside the United States (within the meaning of Regulation S under the Act), (ii) it is not an affiliate of the Company or a person acting on behalf of such an affiliate, and (iii) it is not in the business of buying and selling securities or, if it is in such business, it did not acquire the securities to be deposited from the Company or any affiliate thereof in the initial distribution of the GDRs and the Shares.

4. As the beneficial owner of the Regulation S GDRs we agree (or if we are a broker-dealer acting on behalf of our customer, our customer has confirmed to us that as the beneficial owner of the Regulation S GDRs, it agrees) that prior to the expiration of 40 days after the latest of the commencement of the offering of GDRs, the original issue date of the GDRs, and the latest issue date with respect to the additional GDRs, if any, issued to cover over-allotments (the "**Distribution Compliance Period**") neither we (or it) will offer, sell, pledge or otherwise transfer any Regulation S GDRs or the Shares represented thereby except in an offshore transaction in accordance with Rule 903 or 904 of Regulation S under the Act, in either case in accordance with any applicable securities laws of any state or other jurisdiction of the United States.

very truly yours,

[name of CERTIFYING ENTITY]

[By:]

[Title:]

PART B
CERTIFICATE AND AGREEMENT OF PERSONS RECEIVING DEPOSITED
PROPERTY UPON WITHDRAWAL IN RELATION TO THE GDRS PURSUANT
TO CONDITION 1 OF THE GDRS AND CLAUSE 3.5 OF THE DEPOSIT
AGREEMENT

[Date]

The Bank of New York Mellon, as Depositary
101 Barclay Street
New York, New York 10286

Dear Sirs

BIRLA COTSYN (INDIA) LIMITED

Reference is hereby made to the Deposit Agreement, dated 15 March 2010 (the "**Deposit Agreement**"), between Birla Cotsyn (India) Limited (the "**Company**") and The Bank of New York Mellon, as Depositary with respect to Global Depositary Receipts ("**Regulation S GDRs**") issued thereunder. Capitalised terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

1. We are surrendering a Regulation S GDR or Regulation S GDRs in accordance with the terms of the Deposit Agreement for the purpose of withdrawal of the Deposited Property represented by such Regulation S GDRs (the "**Shares**") pursuant to Condition 1 and Clause 3.5 of the Deposit Agreement.
2. We acknowledge (or if we are acting for the account of another person, such person has confirmed to us that it acknowledges) that the Regulation S GDRs and the securities represented thereby have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Act**").
3. We certify (or if we are acting for the account of another person, such person has confirmed that it certifies) that either:
 - (a) we are (or it is) located outside the United States (within the meaning of Regulation S under the Act) and either:
 - (i) we have (or it has) sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, the Regulation S GDRs or the Shares in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the Act and we are (or it is) or prior to such sale or other transfer we were (or it was) the beneficial owner of the Regulation S GDRs; or
 - (ii) we (or it) will be the beneficial owner of the Shares upon withdrawal; and accordingly, we agree (or it agrees) that, prior to the expiration of 40 days after the latest of the commencement of the offering of GDRs, the original issue date of the GDRs and the latest issue date with respect to additional GDRs (if any) issued to cover over-allotments, we (or it) will not offer, sell, pledge or otherwise transfer the Shares

except in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the Act, in accordance with any applicable securities laws of any state or other jurisdiction of the United States;

4. If we are a broker-dealer, we further certify that we are acting for the account of our customer and that our customer has confirmed the accuracy of the representations contained in paragraph 3 hereof that are applicable to it (including the representations with respect to beneficial ownership) and if paragraph 3(a)(ii) is applicable to our customer, has confirmed that it will comply with the agreements set forth in paragraph 3(a)(ii).

Very truly yours

[NAME OF CERTIFYING ENTITY]

[By:
Title:]