

**SCHEDULE 3**  
**PART A**  
**Certificate and Agreement of Persons Acquiring GDRs**  
**in Definitive Form upon Exchange of a**  
**Beneficial Interest in a Master GDR**  
**Pursuant to Clause 2.8 of the Deposit Agreement**

[Date]

The Bank of New York Mellon  
101 Barclay Street  
22nd Floor  
New York  
New York 10286

Dear Sirs,

**LUCKY CEMENT LIMITED**

Reference is hereby made to the Deposit Agreement, dated 14 May 2008, as amended (the "**Deposit Agreement**"), between Lucky Cement Limited (the "**Company**") and The Bank of New York Mellon as Depositary with respect to Global Depositary Receipts ("**GDRs**") issued thereunder. Capitalised terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

The undersigned is acquiring a definitive GDR in exchange for a beneficial interest in the relevant Master GDR pursuant to Clause 2.8 of the Deposit Agreement. The undersigned hereby certifies and agrees as follows:

The undersigned is acquiring a GDR(s) for its own account, without transfer.

OR

The GDR(s) is or are being transferred (1) to a person whom the seller and any person acting on its behalf reasonably believe is a qualified institutional buyer within the meaning of Rule 144A under the United States Securities Act of 1933 (the "Securities Act") purchasing for its own account or the account of a qualified institutional buyer in a transaction meeting the requirements of Rule 144A; (2) pursuant to and in accordance with Rule 903 or 904 of Regulation S under the Securities Act; or (3) pursuant to an exemption from registration provided by Rule 144 under the Securities Act (if available); in each case in accordance with any applicable securities laws of any state of the United States and other jurisdictions.

Very truly yours,

[NAME OF CERTIFYING ENTITY]

[By: .....

Title:]

**SCHEDULE 3**  
**PART B**  
**Certificate and Agreement of Acquirers of GDRs or**  
**Beneficial Interests in a Master GDR**  
**upon Deposit of Shares Pursuant to Condition 1**  
**of the GDRs and Clause 3.2 of the Deposit Agreement**

[Date]

The Bank of New York Mellon  
101 Barclay Street  
22nd Floor  
New York  
New York 10286

Dear Sirs,

**LUCKY CEMENT LIMITED**

Reference is hereby made to the Deposit Agreement, dated 14 May 2008, as amended (the "**Deposit Agreement**"), between Lucky Cement Limited (the "**Company**") and The Bank of New York Mellon as Depositary with respect to Global Depositary Receipts ("**GDRs**") issued thereunder. Capitalised terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

The undersigned is acquiring a GDR or GDRs or a beneficial interest in a Master GDR upon deposit of Shares pursuant to Clause 3.2 of the Deposit Agreement. The undersigned hereby certifies and agrees as follows:

(A) The undersigned is the holder or the beneficial owner of the Shares being deposited herewith. The undersigned is a qualified institutional buyer (as defined in Rule 144A under the U.S. Securities Act of 1933 (the "Securities Act")) and is acquiring the GDR(s) or a beneficial interest in a Master GDR for its own account or for the account of a qualified institutional buyer.

OR

The undersigned is a broker dealer acting as agent on behalf of its customer; such customer has confirmed to the undersigned that it is the beneficial owner of the Shares being deposited herewith and that it is a qualified institutional buyer (as defined in Rule 144A under the Securities Act) and is acquiring the GDR(s) or a beneficial interest in a Master GDR for its own account or for the account of a qualified institutional buyer.

OR

The undersigned is the beneficial owner of the Shares deposited herewith and is not a U.S. person (as defined in Regulation S under the Securities Act). The undersigned is acquiring the GDR(s) or a beneficial interest in a Master GDR in a transaction in accordance with Regulation S under the Securities Act.

OR

The undersigned is a broker dealer acting as agent on behalf of its customer which is not a U.S. person (as defined in Regulation S under the Securities Act). Such customer has confirmed to the undersigned in writing that it is the beneficial owner of the Shares deposited herewith and is acquiring the GDR(s) or a beneficial interest in a Master GDR in a transaction in accordance with Regulation S under the Securities Act.

The undersigned agrees (or if the undersigned is a broker dealer, its customer has confirmed to it that it, or the entity for whom it is acting, agrees) that the acquirer will become a party to and be bound by the Deposit Agreement as though it were an original party thereto upon becoming a Holder of a GDR(s) or acquiring a beneficial interest in a Master GDR. The undersigned acknowledges (or if the undersigned is a broker dealer, its customer has confirmed to it that it, or the entity for whom it is acting, acknowledges) that the GDRs and the Shares evidenced thereby have not been and will not be registered under the Securities Act. The undersigned agrees (or if the undersigned is a broker dealer, its customer has confirmed to it in writing that it, or the entity for whom it is acting, agrees) that it will not offer, sell, pledge or otherwise transfer any GDR(s) or any beneficial interest in a Master GDR or, in the cases of (1), (2) and (3) below, the Shares or any other Deposited Property except (1) to a person whom the seller and any person acting on its behalf reasonably believe is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act purchasing for its own account or for the account of a qualified institutional buyer in a transaction meeting the requirements of Rule 144A, (2) pursuant to and in accordance with Rule 903 or 904 of Regulation S under the Securities Act or (3) pursuant to an exemption from registration provided by Rule 144 under the Securities Act (if available), in each case in accordance with any applicable securities laws of any state of the United States and other jurisdictions. The undersigned confirms that, if it is, or if, as a result of acquiring a GDR or GDRs (or if the undersigned is a broker dealer, its customer or the entity for whom it is acting has confirmed to it) or a beneficial interest in a Master GDR it has become, the holder or the beneficial owner of Shares or other voting equity securities of the Company representing more than 5 per cent. or (if it was already the holder or beneficial owner of 5 per cent.) 10 per cent. of the total voting equity securities of the Company, it has notified the Depositary accordingly and agrees that it will inform any person to whom it sells or transfers GDRs or a beneficial interest in a Master GDR of the requirement so to notify the Depositary.

Very truly yours,

**[NAME OF CERTIFYING ENTITY]**

[By:

Title:]

**SCHEDULE 3**  
**PART C**  
**Certificate and Agreement of Persons Receiving**  
**Deposited Property upon Withdrawal Pursuant**  
**to Condition 1 of the GDRs and Clause 3.8**  
**of the Deposit Agreement**

[Date]

The Bank of New York Mellon  
101 Barclay Street  
22nd Floor  
New York  
New York 10286

Dear Sirs,

**LUCKY CEMENT LIMITED**

Reference is hereby made to the Deposit Agreement, dated 14 May 2008, as amended (the "**Deposit Agreement**"), between Lucky Cement Limited (the "**Company**") and The Bank of New York Mellon as Depositary with respect to Global Depositary Receipts ("**GDRs**") issued thereunder. Capitalised terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

The undersigned is surrendering GDRs or giving written instructions through DTC, Euroclear or Clearstream, Luxembourg for the purpose of withdrawal of Deposited Property evidenced by a GDR(s) or a beneficial interest in a Master GDR as provided for and described in Condition 1 of the GDRs and Clause 3.8 of the Deposit Agreement. The undersigned hereby certifies and agrees as follows:

(A) The undersigned is the Holder or the beneficial owner of the GDR(s) being surrendered or owner of a beneficial interest in a Master GDR. The withdrawal of the Deposited Property is being made to or for its account, without transfer.

OR

The undersigned is a broker dealer acting as agent on behalf of its customer; such customer has confirmed to the undersigned that it is the Holder or beneficial owner of the GDR(s) being surrendered or owner of a beneficial interest in a Master GDR and that the withdrawal of the Deposited Property is being made to or for its account, without transfer.

OR

The undersigned is the Holder or beneficial owner of the GDRs being surrendered or owner of a beneficial interest in a Master GDR. The withdrawal of the Deposited Property is being made (i) to a person whom the seller and any person acting on its behalf reasonably believe is a qualified institutional buyer within the meaning of Rule 144A under the U.S. Securities Act of 1933 (the "**Securities Act**") purchasing for its own account or the account of a qualified institutional buyer in a transaction meeting the requirements of Rule 144A, (ii) pursuant to and in accordance with Rule 903 or 904 of Regulation S under the Securities Act or (iii) pursuant to an exemption from registration provided by Rule 144 under the Securities Act (if

available), in each case in accordance with any applicable securities laws of any state of the United States and other jurisdictions.

OR

The undersigned is a broker dealer acting as agent on behalf of its customer; such customer has confirmed to the undersigned that it is the Holder or beneficial owner of the GDRs being surrendered or owner of a beneficial interest in a Master GDR and that the withdrawal of the Deposited Property is being made (i) to a person whom the seller and any person acting on its behalf reasonably believe is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act in a transaction meeting the requirements of Rule 144A or (ii) pursuant to and in accordance with Rule 903 or 904 of Regulation S under the Securities Act to a person other than a U.S. person (as defined in Regulation S) or (iii) pursuant to an exemption from registration provided by Rule 144 under the Securities Act (if available).

The undersigned acknowledges (or if the undersigned is a broker dealer, its customer has confirmed to it that it, or the entity for whom it is acting, acknowledges) that the Deposited Property has not been and will not be registered under the Securities Act. The undersigned agrees (or if the undersigned is a broker dealer, its customer has confirmed to it in writing that it, or the entity for whom it is acting agrees) that it will not offer, sell, pledge or otherwise transfer the Deposited Property except (1) to a person whom the seller and any person acting on its behalf reasonably believe is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act purchasing for its own account or for the account of a qualified institutional buyer in a transaction meeting the requirements of Rule 144A or (2) pursuant to and in accordance with Rule 903 or 904 of Regulation S under the Securities Act of 1933 to a person other than a U.S. person (as defined in Regulation S) or (3) pursuant to an exemption from registration provided by Rule 144 under the Securities Act (if available), in each case in accordance with any applicable securities laws of any state of the United States and other jurisdictions.

Very truly yours,

**[NAME OF CERTIFYING ENTITY]**

[By:

Title:]