

The Financial Express

WEDNESDAY, JULY 1, 2015

Lafarge Surma Cement Ltd.

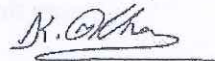
A company of  LAFARGE and  MOLINS

Registered Office: Suvastu Imam Square, 3rd floor, 65 Gulshan Avenue, Gulshan 1, Dhaka 1212, Bangladesh
Tel: 880 (2) 9854773, 8854847 Fax: 880 (2) 9887650, 8825413, Email: info.cs@lafarge.com, Web: www.lafarge-bd.com

PRICE SENSITIVE INFORMATION

Pursuant to the requirements of the Securities and Exchange Commission and the Listing Regulations of the Stock Exchanges, this is for kind information of the valued shareholders that an Award has been passed by the Arbitration Tribunal in an arbitration proceeding between Lafarge Surma Cement Ltd. ("Lafarge Surma") and Jalalabad Gas Transmissions and Distribution Systems Limited ("Jalalabad Gas"). Lafarge Surma has received the Award through its counsel on 30 June 2015 at 03:01 P.M. In the said arbitration proceeding, Lafarge Surma claimed that its invocation under Article 15.2 of the Gas Sales Agreement ("GSA") of Buyer Force Majeure for the periods of (1) 28 October 2007 to 29 November 2007, and (2) 12 April 2010 to 9 August 2011 was valid and hence for these periods it was not liable to make payment to Jalalabad Gas for the "Take-or-Pay Quantity" of gas. At the same time, Jalalabad Gas counterclaimed Taka. 80,09,80,523 (Taka eighty crore nine lac eighty thousand five hundred twenty three) as unpaid bill for the period from April 2010 till August 2011.

According to the Award of the Arbitration Tribunal: (1) Lafarge Surma is not entitled to refund of Tk. 9,78,27,111 or equivalent in Make-UP Gas in respect of the period between 28 October 2007 and 29 November 2007; and (2) except for the period between 12 April 2010 and 15 May 2010, the invocation of Buyer Force Majeure by Lafarge Surma is valid, hence Lafarge Surma is to make payment for "Take-or-Pay Quantity" of gas only in respect of the period between 12 April 2010 and 15 May 2010 and simple interest thereon at 6% and Lafarge Surma is not otherwise liable to pay further moneys to Jalalabad Gas. The Tribunal awarded costs of Taka. 75,00,000 (seventy five lac only) in favour of Lafarge Surma.



Kazi Mizanur Rahman
Company Secretary

Dated: Dhaka, June 30, 2015

সমকালে

বুধবার ১ জুলাই ২০১৫

Lafarge Surma Cement Ltd.

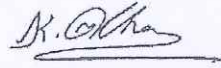
A company of LAFARGE and CEMENTOS MOLINS

Registered Office: Suvastu Imam Square, 3rd floor, 65 Gulshan Avenue, Gulshan 1, Dhaka 1212, Bangladesh
Tel: 880 (2) 9854773, 8854847 Fax: 880 (2) 9887650, 8825413, Email: info.cs@lafarge.com, Web: www.lafarge-bd.com

PRICE SENSITIVE INFORMATION

Pursuant to the requirements of the Securities and Exchange Commission and the Listing Regulations of the Stock Exchanges, this is for kind information of the valued shareholders that an Award has been passed by the Arbitration Tribunal in an arbitration proceeding between Lafarge Surma Cement Ltd. ("Lafarge Surma") and Jalalabad Gas Transmissions and Distribution Systems Limited ("Jalalabad Gas"). Lafarge Surma has received the Award through its counsel on 30 June 2015 at 03:01 P.M. In the said arbitration proceeding, Lafarge Surma claimed that its invocation under Article 15.2 of the Gas Sales Agreement ("GSA") of Buyer Force Majeure for the periods of (1) 28 October 2007 to 29 November 2007, and (2) 12 April 2010 to 9 August 2011 was valid and hence for these periods it was not liable to make payment to Jalalabad Gas for the "Take-or-Pay Quantity" of gas. At the same time, Jalalabad Gas counterclaimed Taka. 80,09,80,523 (Taka eighty crore nine lac eighty thousand five hundred twenty three) as unpaid bill for the period from April 2010 till August 2011.

According to the Award of the Arbitration Tribunal: (1) Lafarge Surma is not entitled to refund of Tk. 9,78,27,111 or equivalent in Make-UP Gas in respect of the period between 28 October 2007 and 29 November 2007; and (2) except for the period between 12 April 2010 and 15 May 2010, the invocation of Buyer Force Majeure by Lafarge Surma is valid, hence Lafarge Surma is to make payment for "Take-or-Pay Quantity" of gas only in respect of the period between 12 April 2010 and 15 May 2010 and simple interest thereon at 6% and Lafarge Surma is not otherwise liable to pay further moneys to Jalalabad Gas. The Tribunal awarded costs of Taka. 75,00,000 (seventy five lac only) in favour of Lafarge Surma.



Kazi Mizanur Rahman
Company Secretary

Dated: Dhaka, June 30, 2015