



JINDAL POLY FILMS LTD.

Plot No.-12, Sector-B-1,
Local Shopping Complex,
Vasant Kunj,
New Delhi-110070 (INDIA)
Phone : 011-26139256 (10 Lines)
Fax : (91-11) 26125739
Web. : www.jindalgroup.com

JPFL/DE-PT/SE/2017-18

Dated: 15th April, 2017

The Manager, Listing
National Stock Exchange of India Ltd.
Exchange Plaza,
Bandra-Kurla Complex
Bandra (E)
MUMBAI - 400 051
Fax No. 022 -26598237/38

The Manager Listing
BSE Limited.
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort,
MUMBAI - 400 001
Fax No. 022-22721919/2037/
2039/ 2041/2061

Sub: Formal Order in the Matter of the Scheme of Amalgamation between Global Nonwovens Limited and Jindal Poly Films Limited and their Respective Shareholders and Creditors.


(Jindal Poly Films Ltd. Scrip Code BSE 500227 and NSE: Jindal Poly)

Dear Sir/Madam,

We wish to inform you that Hon'ble National Company Law Tribunal, Allahabad Bench in its hearing held on 7th April, 2017 has sanctioned **the Scheme of Amalgamation between Global Nonwovens Limited and Jindal Poly Films Limited and their Respective Shareholders and Creditors.** please find enclosed herewith a copy of the Formal order.

Please note that the Scheme is now subject to Sanction of Hon'ble National Company Law Tribunal, Mumbai Bench.

For JINDAL POLY FILMS LTD.


Company Secretary
(Sanjeev Kumar)
ACS: 18087.
Encl. A/a



Regd. Office : 19th K.M. Hapur Bulandshahr Road, P.O. Gulaothi, Distt. Bulandshahr (U.P.)
CIN : L17111UP1974PLC003979

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

BENCH : ALLAHABAD

In the matter of Companies Act, 2013

And

In the matter of :

COMPANY PETITION No.-91/ALD/2016

(Under Section 230-232 of the Companies Act, 2013)

CONNECTED WITH

COMPANY APPLICATION No. – 31 of 2016

(Under Section 391-394 of the Companies Act, 1956)

District-Bulandshahr

JINDAL POLY FILMS LIMITED (CIN: L17111UP1974PLC003979) a company incorporated and existing under the Companies Act, 1956, having its Registered Office at: 19th K.M., Hapur – Bulandshahr Road, P.O.-Gulaothi, District-Bulandshahr -245408 Uttar Pradesh
Tel No. (2573) 2228057

Corporate Office : Plot No. 12, Sector B-1, Local Shopping Complex,

Vasant Kunj, New Delhi – 110070 Phone: (011) 26139256-65,

Fax : (011) 26125739, Email: cs_jpoly@jindalgroup.com,

Website: www.jindalpoly.com

.....Petitioner/Amalgamated Company

ORDER ON PETITION UNDER SECTION 232

Dated : 07-4-2017.

The above petition coming on the hearing on 7.04.2017, upon reading the said petition, the order dated 21.10.2016 passed by Hon'ble High Court of Judicature at Allahabad on Company Application No. 31 of 2016 whereby the Amalgamated/Petitioner Company was ordered to convene separate meetings of its Equity Shareholders, Secured Creditors and Unsecured Creditors for the purpose of considering, and if thought fit, approving with or without modification, the Scheme of Amalgamation proposed to be made between Global Nonwovens Limited, Amalgamating Company which has its registered office at Poonam Chambers, "B" Wing, 102/B First Floor Shivsagar Estate, Dr. Annie Besant Road, Worli Mumbai, 422403 in the State of Maharashtra, and the Petitioner/Amalgamated company and annexed to the affidavit of Sri Sanjeev Kumar, Constituted and Authorized Signatory of Amalgamated/Petitioner Company sworn on 18.10.2016 and filed on 19.10.2016 and published in the Times of India (English), Lucknow and the Amar Ujjala (Hindi), Lucknow, both dated 10.11.2016, each containing the advertisement of the said notices convening the said meetings directed to be held by the said order dated 21.10.2016, the affidavit of Sri Sanjay Goswami, Advocate, Chairperson appointed for the



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meeting of the Equity Shareholders of Petitioner/Amalgamated Company, filed on 1.12.2016, the affidavit of Sri K.N. Rai, Advocate, Chairperson appointed for the meeting of the Secured Creditors of Petitioner/Amalgamated Company, filed on 1.12.2016 the affidavit of Sri Ajit Ray, Advocate, Chairperson appointed for the meeting of Unsecured Creditors of Petitioner/Amalgamated Company, filed on 1.12.2016 showing the publication and despatch of the notices to the shareholders, secured creditors and unsecured creditors, the Reports of respective Chairpersons, all dated 13.12.2016, as to the results of the said meetings, and upon hearing Sri Diptiman Singh, Advocate for the Petitioner/Amalgamated Company, and it appearing from the reports of the respective Chairpersons that the proposed Scheme of Amalgamation has been approved by the Equity Shareholders, Secured Creditors and the Unsecured Creditors of the Petitioner/Amalgamated Company, present and voting in person or by proxy.

This Tribunal do hereby sanction the Scheme of Amalgamation annexed as **Annexure - 1** to the Petition herein and in the Schedule hereto, and do hereby declare that the same to be binding on all the members, secured creditors, unsecured creditors and all concerned of the above-named Companies.

THIS TRIBUNAL DOETH FURTHER ORDER :-

- (1) All assets of the Amalgamating Company, as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery or by vesting and recordal pursuant to this Scheme, if any, shall stand vested in the Amalgamated Company and shall become the property and an integral part of the Amalgamated Company.
- (2) All movable properties of the Amalgamating Company, other than those specified in sub-clause (a) above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, shall without any further act, instrument or deed, become the property of the Amalgamated Company;
- (3) All immovable properties (including the plant situated at 28 KM Stone, Igatpuri, Nashik) of the Amalgamating Company, whether freehold or leasehold, and all documents of title, rights and easements in relation thereto, *inter-alia*, the immovable properties enlisted in Schedule shall stand transferred to and be vested in and/or be deemed to have been transferred to and vested in the Amalgamated Company, without any further act or deed done by the Amalgamating Company and/or the Amalgamated Company. The Amalgamated Company shall be entitled to and exercise all rights and privileges attached thereto and shall be liable to



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pay the ground rent, taxes and to fulfil all obligations in relation to or applicable to such immovable properties. The mutation or substitution of the title to the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Amalgamated Company by the appropriate authorities pursuant to the sanction of this Scheme by this Tribunal in accordance with the terms hereof;

- (4) All debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of account or disclosed in the balance sheet of the Amalgamating Company, if any, shall, be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Amalgamated Company
- (5) All contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements, licenses including those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Amalgamating Company, or to the benefit of which, the Amalgamating Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on, against or in favour of the Amalgamated Company and may be enforced as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party or beneficiary or obligee thereto;
- (6) Any pending suit/appeal or other proceedings of whatsoever nature relating to the Amalgamating Company, whether by or against the Amalgamating Company, if any, shall not be discontinued or in any way prejudicially affected by reason of the amalgamation of the Amalgamating Company or of anything contained in this Scheme, but the proceedings shall continue and any prosecution shall be enforced by or against the Amalgamated Company in the same manner and to the same extent as they would or might have been continued, prosecuted and/or enforced by or against the Amalgamating Company.
- (7) All employees of the Amalgamating Company, who are on its pay roll shall be engaged by the Amalgamated Company, on such terms and conditions as are no less favourable than those on which they are currently engaged by the Amalgamating Company, without any interruption of service as a result of this amalgamation and transfer. With regard to provident fund, gratuity, leave encashment and any other special scheme or benefits created or existing for the benefit of such employees of the Amalgamating Company, upon this Scheme becoming effective, the Amalgamated Company shall stand substituted for the Amalgamating Company for all purposes whatsoever, in accordance with the provisions of applicable laws and in terms of this Scheme.
- (8) All statutory licences, permissions or approvals or consents held by the Amalgamating Company required to carry on its operations, *inter-alia*, the licenses and approvals enlisted in Schedule shall stand transferred to and be vested in the Amalgamated Company without any further act or deed, and shall, as may be required, be appropriately mutated by the statutory authorities concerned therewith in favor of the Amalgamated Company. The benefit of all statutory and regulatory permissions, factory licences, environmental approvals and consents approvals or consents required to carry on the operations of the Amalgamating Company shall vest in and become available to Amalgamated Company pursuant to the Scheme;



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- (9) Any and all registrations, goodwill, licenses, trademarks, service marks, copyrights, domain names, applications for copyrights, trade names and trademarks, if any, appertaining to the Amalgamating Company shall stand transferred to and vested in the Amalgamated Company; and
- (10) All taxes payable by the Amalgamating Company, including all or any refunds or claims or tax credits shall be treated as the tax liability or refunds or claims or tax credits, as the case may be, of the Amalgamated Company. Accordingly, upon the Scheme becoming effective, the Amalgamated Company is expressly permitted to revise and file income tax returns including tax deducted at source certificates, sales tax/value added tax returns, service tax returns and other tax returns, and to claim refunds/credits, pursuant to the provisions of this Scheme.
- (11) Further all Statutory compliances have been complied with or further has been undertaken to be complied with by the Petitioner/Amalgamated Company. The relief sought for in the Company Petition filed by the Petitioner is made absolute in terms of its Prayer Clause. Accordingly, the Scheme of Amalgamation annexed to Company Petition is approved and sanctioned.
- (12) That the Petitioner/Amalgamated Company shall within thirty days of the date of receipt of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration.
- (13) That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary.

ANNEXURE

SANCTIONED SCHEME OF AMALGAMATION

SCHEDULE -1

(Description of lease hold properties of the Amalgamating Company)

All properties located at Village Mundegaon, Taluka Igatpuri, District-Nashik, Maharashtra.

(Area in Sq. mtrs)

S.No.	Location of the Leasehold Land	Area
1	Gut no. 395	881
2	Gut no. 396	200
3	Gut No. 397	12,900
4	Gut no. 413	22,400
5	Gut no. 452	25,000
6	Gut no. 453	46,000
TOTAL		1,07,381

Building has been constructed on the 26.54 acres (107381 Sq Mtrs) land owned by Jindal Company L.Poly Films Ltd, which has been taken on 15 years lease period. Total constructed area is 28610 Sq. Mtrs.



SCHEDULE - 2

(DETAILS OF LICENCES & APPROVALS HELD BY AMALGAMATING COMPANY)

Approval and Sanction

S.No

Approvals required

Approval by Authority

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- | S.No | Approvals required | Approval by Authority |
|------|---|---|
| 1. | Land Lease | M/s Jindal Poly Films Limited |
| 2. | Industrial Entrepreneurship Memorandum | District Industrial Commissioner Office |
| 3. | Application for Permanent Grid Power Connection- Approval for power connection | State Electricity Board |
| 4. | Factory Inspector Approval Permission/Approval for building drawings with machinery layouts, Fire exits and staircases, toilet and other hygiene facilities, canteen, residential facilities. | Industrial Health & Safety |
| 5. | SPCB Approval for Sewage - Permission / Approval for Sewage Disposal/Removal (Consent to establish) | Pollution Control Board, Regional Office |
| 6. | Commencement certificate - Permission to start construction of Buildings | Gram Panchayat / Municipal Corporation (as applicable) |
| 7. | Sales and Excise registrations | Excise Department |
| 8. | Sales Tax Registration | Commercial Tax |
| 9. | PAN No, | Income Tax Department |
| 10. | Service Tax Registration | Central Excise & Service Department |
| 11. | MOA/AOA-for Company Formation | Ministry of Corporate Affairs |
| 12. | Labour License Permission | Industrial Health & Safety |
| 13. | Land Demarcation by Govt surveyor | Govt. Surveyor |
| 14. | Land Registration / Lease Agreement | Lease Agreement |
| 15. | Application approach road clearance | Gram Panchayat |
| 16. | Industrial Safety | Industrial Health & Safety |
| 17. | Subsidy from GOI & GOM | Ministry of Textile- GOI & GOM |
| 18. | Package for Incentive Scheme 2007 | Government of Maharashtra- Industries, Energy and Labour Department |



Dated: 12-4-2017


S. PSINHA
ASSISTANT REGISTRAR
NATIONAL COMPANY LAW TRIBUNAL
Assistant Registrar
MUMBAI BENCH
NEW DELHI

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SCHEME OF AMALGAMATION
UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956

BETWEEN
GLOBAL NONWOVENS LIMITED AMALGAMATING COMPANY
AND

JINDAL POLY FILMS LIMITED AMALGAMATED COMPANY
THEIR RESPECTIVE SHAREHOLDERS AND
THEIR RESPECTIVE CREDITORS



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PART I

INTRODUCTION, DEFINITIONS AND INTERPRETATION**1. INTRODUCTION, DEFINITIONS AND INTERPRETATION****1.1 Introduction****1.1.1 JINDAL POLY FILMS LIMITED**

- (i) Jindal Poly Films Limited (hereinafter referred to as "JPFL"/ "the Amalgamated Company") was incorporated under the Companies Act, 1956 on September 9, 1974 in the name of Hindustan Pipe Udyog Limited *vide* certificate of incorporation no. 3979 of 1974 issued by the Registrar of Companies, U.P., Kanpur. Hindustan Pipe Udyog Limited was issued a certificate for commencement of business on September 21, 1974 by the Registrar of Companies, U.P., Kanpur.
- (ii) Hindustan Pipe Udyog Limited's name was changed to Jindal Polyester & Steel Limited and a fresh certificate of incorporation consequent on change of name no.3979/RC/412 was issued by the Registrar of Companies, U.P., Kanpur on April 10, 1992. Subsequently, Jindal Polyester & Steel Limited's name was changed to Jindal Polyester Limited and a fresh certificate of incorporation consequent on change of name was issued by the Registrar of Companies, U.P., Kanpur on January 17, 1995. Jindal Polyester Limited's name was further changed to Jindal Poly Films Limited and a fresh certificate of incorporation consequent on change of name was issued by the Registrar of Companies, U.P. & Uttaranchal, Kanpur on April 19, 2004.
- (iii) The registered office of the Amalgamated Company is situated at 19th K.M., Hapur – Bulandshahr Road, P.O. – Gulaothi, Distt – Bulandshahr, Uttar Pradesh.
- (iv) The main objects of the Amalgamated Company as per its memorandum of association are as follows:
- 1) *To carry on business as manufactures, importers, exporters of and dealers in polymers, monomers, elastomers and resins of all types, grades and copolymer formulations and in all forms such as resins/chips, powder, flakes, granules, films sheets, tubes, pipes, fibers, laminates or as processed goods and including specifically polyethylene, polypropylene, polymethyl, polystyrene, polyvinyle-acetate, methacrylate, epoxy resins, alkide resins melamine, polyesters such as polyethylene, terephthalate and polyethylene, isophthalate, or any other or new substances being improvements upon, modifications of or being derived from additions to petrochemicals or other products or resulting from any process.*
 - 2) *To carry on the business of manufacturers, spinners, weavers, doublers, gimmers, pressers. packers, balers, importers, exporters, buyers, sellers and dealers of polyester resins/chips, polypropylene resin/chips, nylon chips/molding powder, polyester yarn of all kinds, polypropylene yarn of all kinds, nylon yarn of all kinds,*



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polymers, chemical and synthetic fibers, staple fiber, and any other man made fiber, rayon yarn namely viscose, filament rayon, continuous filament yarn or artificial silk yarn, acrylic fiber or alcohol fiber, synthetic and/or natural fibers and fibrous materials and the production thereof and all by-products of substances and the business of bleaching, printing, dyeing, combing, knitting, cleaning and dealing in yarn, fabric cloth, linen and other goods, and fabrics whether textile, netted or looped and other goods or merchandise made therefrom, and to transact all manufacturing or curing, finishing and preparing process in connection therewith.

3) To carry on the business of manufacturing, producing, processing, buying, selling, importing, -exporting, distributing and otherwise dealing in all kinds of films, tapes, discs, cassettes and other electronic products including but not limited to Audio, Video and Computer tapes, floppy discs, U-Matic tapes/ Cassettes and to carry on the processes of metallizing, lacquering, coating, laminating, printing, micro-slitting, subtraction, conversion and develop various accessories equipment and allied products including all ancillaries and auxiliaries concerning the aforesaid activities and all types, grades, kinds, sizes and descriptions of photographic products like color/black and white photographic papers, roll films, cinema film, X-ray film, graphic art film, other film and allied products like photographic chemicals, reagents, substances, equipment, instruments, raw materials, image and document production color photo machines, color photo lab equipment and machines and all kind of spares, parts, accessories, components, tools, equipment, and apparatuses.

4) To promote, establish, acquire and run or otherwise carry on the business of plastic industry or business of manufactures, processors and finishers and dealers of plastic products and materials, thermoplastic and thermosetting and other articles of things and similar or allied products or processes and to sell, purchase or otherwise acquire or deal in materials or things in connection with such trade, industry or manufacture and to do all things as are usual or necessary in relation to or in connection with business or industry or manufacture.

5) To carry on the business as manufacturers, processors, refiners, smelters, makers, converters, furnishers, rollers, importers, exporters, agents, merchants, buyers, sellers or dealers in all kind of Steel including mild, high carbon, spring, high speed, tool, alloy steel, stainless and special steels, strips, sheets, coils, wires, flats, plates, blooms, bars, slabs, squares, structural, tubes, poles, pipes, castings, ingots, billets, and other materials made wholly or partly of steel, steel alloys and metals.



6) To purchase or otherwise acquire, manufacture, refine, treat, reduce, distill, blend, purify and pump for mine, bore, extract, process, buy, market, distribute, exchange, supply, sell and otherwise dispose off, import, export and trade and generally deal in all kinds of petroleum and other mineral oils, whether crude or refined, petroleum products, petrochemicals, gases and other volatile substances, sulphur,

asphalt, clays, bitumen, bituminous substances, carbon, carbon black and all other hydrocarbon and mineral substances, butylenes, propylenes, ethylenes, Liquified Petroleum Gases, Aromatic Hydrocarbons, lubricating oils and waxes, butadienes, phosphates, nitrates, coal ores and minerals and in general sub oil products and subsurface deposits of every nature and description and the products or the bye products which may be derived, produced, prepared, developed, compounded, made or manufactured therefrom or therewith and substances obtained by mixing any of the foregoing with other substances.

7) To carry on the business of manufactures or processors and/or importers, exporters, buyers, sellers, stockists and distributors of and/or dealers in Styrene Butadiene Rubber (SBR), Poly Butadiene Rubber (PBR), Acrylonitrile Butadiene Copolymer Rubber (NER), Elastomers including Thermo Plastic Elastomers (TPE), natural rubber, latexes, chemicals, raw materials, intermediates, wastes and recycle streams required for manufacture of SBR, PBR, NBR, TPE and all other type of synthetic rubber including carbon black master batches and carbon black, all kinds of articles and merchandise manufactured from synthetic rubber and chemicals including tyres, conveyor belts, transmission belts, rubber moulded products, rubber based footwear, microcellular sheets plantation of natural rubber, port facilities of storage and handling of styrene, Butadiene, Acrylonitrile and all other chemicals and liquid petroleum gases; all kinds of plant and machinery utilities, equipment required for manufacture of one or more types of synthetic rubber and products thereof.

8) a) "To establish, operate and maintain power generating stations and tie Lines, sub-stations and main transmission lines connected therewith and/or to carry on in India or elsewhere the business to generate, receive, produce, improve, buy, sell, resell, acquire, use, transmit, accumulate, employ, distribute, develop, handle, protect, supply, and/or to act as agent, broker, representative, consultant, collaborator or otherwise to deal in electric power at such place or places as may be permitted by law".

b) "To operate and maintain such generating stations, tie Lines, sub-stations and main transmission Lines as assigned to it by the competent Government or Governments."

9) To carry on business of consultants, advisors, agents, assemblers, dealers, distributors, developers, resellers, retailers, repairers, installers, buyers, sellers, lesser, importers, exporters of products related to processed goods of all types in India as well as abroad and including relating to polyethylene, polypropylene, polymethyl, polystyrene, polyvinyle-acetate, methacrylate, epoxy resins, alkide resins melamine, polyesters such as polyethylene, terephthalate and polyethylene, isophthallate, or any other or new substances being improvements upon, modifications of or being derived from additions to petrochemicals or other products or resulting from any process and white photographic papers, roll films, cinema film, X-ray film, graphic art film, other film and allied products like



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photographic chemicals, reagents, substances, equipment's, instruments, accessories, raw materials and things for audio-visual communications, film production, image and document production, copying and information gathering, recording and processes related to photography, motion pictures.

10) To deal in, purchase, sell, exchange and/or transfer securities, shares, debentures and all other forms of investment either for ready or forward transactions and to carry on all kinds of investment business and to carry on business of underwriters, film financing, hire-purchase financing, financing of industrial enterprises, trade and business financing and deal in bills, notes, warrant coupons, import entitlement and other negotiable or transferable securities or documents, to guarantee or become liable for payment of money or for the performance of any obligations, and generally to transact all kinds of guarantee business provided that the company shall not carry on banking business as defined by Banking Regulations act, 1949."

(v) The Amalgamated Company is presently engaged *inter-alia* in the following key business:

A. BOPET Film: It find application in photographic/X-ray, electronics, printing, textile, pre-press back up films, for photo voltaic cells used for generating solar power and office supplies, motor insulations photopolymer plates and document lamination, packaging metallic yarn, cables, transformers, capacitors, audio/video tape, hot stamping foils, release films, decorative ribbons and labels etc.

B. BOPP Film: Better moisture retention properties render BOPP Film more suitable for food products like snack foods, biscuits, pasta, dried foods and woven polypropylene bags.

C. Metallised Films: Vacuum deposition of Aluminium on BOPET and BOPP films increases the barrier properties of such films. Besides flexible packaging metallised BOPET films is used for metallic yarn. Metallised BOPP is widely used for gift wrapping.

D. Coated Films: PVDC coated BOPP and BOPET films are used in the flexible packaging industry.

E. Polyester Chips: manufacturing polyester chips.

(vi) The equity shares of the Amalgamated Company are listed on BSE Limited and the National Stock Exchange of India Limited.

1.1.2 GLOBAL NONWOVENS LIMITED

(i) Global Nonwovens Limited (hereinafter referred to as "GNL"/ the Amalgamating Company") was incorporated under the Companies Act, 1956 on June 15, 2012 in the name of Global Nonwoven Limited *vide* certificate of incorporation issued by the Registrar of Companies, Maharashtra, Mumbai. Global Nonwoven Limited was issued a

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certificate of commencement of business on June 20, 2012 by the Registrar of Companies, Maharashtra, Mumbai.

(ii) Global Nonwoven Limited's name was changed to Global Nonwovens Limited and a fresh certificate of incorporation consequent on change of name was issued by the Registrar of Companies, Maharashtra, Mumbai on July 25, 2012.

(iii) The registered office of the Amalgamating Company is situated at Poonam chambers, 'B' wing, 102/B, First Floor, Shivsagar Estate, Dr. Annie Besant Road, Worli, Mumbai - 422403, Maharashtra.

(iv) The main objects of the Amalgamating Company as per its memorandum of association is as follows:

1) *To carry on the business of manufacturers, dealers, importers and exporters of Non-woven items such as interlining, Disposable fabrics and fabrics for industrial applications.*

2) *To carry on the business of combing, blending, weaving, knitting, spinning, bleaching, processing and dyeing of Polyester, Rayon or any other type of manmade fibers, silk wool, cotton and natural fibers.*

(v) The Amalgamating Company is presently engaged in the business of manufacturing spunbound and spunmelt nonwoven fabric made of polypropylene filament used for medical, hygiene, packaging, automotive industry and agriculture.

(vi) The Amalgamating Company is a wholly owned subsidiary of Amalgamated Company.

1.1.3 Rationale of the Scheme

The amalgamation of the Amalgamating Company with the Amalgamated Company pursuant to this Scheme shall be in the interest to both the Amalgamating Company and the Amalgamated Company and all its concerned stakeholders including shareholders, creditors, employees, and general public in the following ways:

(i) Enhance the shareholder's value accruing from consolidation of the business operations resulting in economies of scale, improving allocation of capital, and optimizing cash flows, thus contributing to the overall growth prospects of the combined entity.

(ii) Optimum utilisation of resources due to pooling of management, administrative and technical skills of various resources of both the Amalgamated Company and Amalgamating Company, better administration and cost reduction, including reduction in managerial, administrative and other common costs.

(iii) Creation of larger asset base and facilitating access to better financial resources.

1.1.4 The Scheme is divided into three parts:

(i) Part I sets forth the Introduction, Definitions and Interpretation, Appointed Date & Share Capital



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- (ii) Part II deals with amalgamation of the Amalgamating Company with the Amalgamated Company;
- (iii) Part III deals with general/residuary terms and conditions.



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PART - I

DEFINITIONS, INTERPRETATION AND SHARE CAPITAL STRUCTURE

1.2 DEFINITIONS

- 1.2.1 "1956 Act" means the Companies Act, 1956 and the rules made thereunder, and includes any alterations, modifications and amendments made thereto;
- 1.2.2 "2013 Act" means the Companies Act, 2013 and the rules made thereunder, and includes any alterations, modifications and amendments made thereto and/or any re-enactment thereof;
- 1.2.3 "Amalgamating Company" shall mean GNL as defined in Clause 1.1.2 of Part I, and includes:
 - (i) any and all its assets, whether movable or immovable, whether present or future, whether tangible or intangible, leasehold or freehold, all rights, title, interests, covenants, undertakings, liabilities including continuing rights, title and interests in connection with the land and the buildings thereon, if any, whether freehold or otherwise, plant and machinery, whether leased or otherwise, hire purchase equipment(s), together with all present and future liabilities including contingent liabilities and debts appertaining thereto;
 - (ii) any and all loans and advances (including inter-corporate loans), including accrued interest thereon, receivables, funds, cash, bank balances, investments, accounts, and all other rights, benefits of all agreements, subsidies, grants, incentives, bills of exchange, letters of intent;
 - (iii) any and all approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses, certificates, tenancies, municipal permissions, balances with Government authorities, intellectual property rights including trade names, trademarks, service marks, copyrights, domain names, sales tax credit, income tax credit, advance tax, MAT credit, applications for trade names, trademarks, service marks, copyrights, privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses and registrations, powers and facilities of every kind and description whatsoever, pertaining to the Amalgamating Company;
 - (iv) any and all secured and unsecured debts, borrowings and liabilities (including contingent liabilities), present or future, undertakings and obligations of the Amalgamating Company;
 - (v) any and all employees, who are on the pay roll of the Amalgamating Company, including those engaged at its offices at their current terms and conditions, including all employee benefits such as provident fund, employees' state insurance, gratuity fund, superannuation fund;
 - (vi) any and all advance monies, earnest monies and/or security deposits, trade payables, payment against warrants or other entitlements, in connection with or relating to the Amalgamating Company; and
 - (vii) all records, files, papers, information, computer programs, relating to Amalgamating Company.

1.2.4 "Amalgamated Company" means JPFL, as defined in Clause 1.1.1 of Part I above;

1.2.5 "Applicable Law(s)" means any statute, law, regulation, ordinance, rule, judgment, order, decree, by-law, approval from the concerned authority, Government resolution, order, directive,



guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question;

1.2.6 "Appointed Date" means April 1, 2015 or such other date as may be approved by the Court;

1.2.7 "Board of Directors" in relation to the Amalgamating Company and/or the Amalgamated Company, as the case may be, shall, unless it be repugnant to the context or otherwise, shall mean the board of directors of Amalgamating Company and Amalgamated Company and include a committee of directors or any person authorized by the board of directors or such committee of directors;

1.2.8 "Clause" and "sub-Clause" means the relevant clauses and sub-clauses set out in this Scheme;

1.2.9 "Court"/ "High Court" means collectively the Hon'ble High Court of Allahabad, U.P. and the Hon'ble High Court of Bombay to which this composite scheme of arrangement in its present form is submitted for its sanctioning under sections 391 to 394 of the 1956 Act or such other equivalent provision of the 2013 Act, as applicable;

1.2.10 "Effective Date" means the means the last date on which all the conditions and matters referred in Clause 9 of this Scheme have been fulfilled. Any references in the Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" shall mean the Effective Date;

1.2.11 "Encumbrance" means any options, pledge, mortgage, lien, security, interest, claim, charge, preemptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever; and the term "Encumbered" shall be construed accordingly;

1.2.12 "Financial Statements" would include stand alone and consolidated accounts;

1.2.13 "Government" means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof;

1.2.14 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Arrangement in its present form (along with any annexures, schedules, etc., annexed/attached hereto), with such modifications and amendments as may be made from time to time, and with appropriate approvals and sanctions of the Court and other relevant regulatory authorities, as may be required under the 1956 Act or the 2013 Act, as applicable, and under all other applicable laws;

1.2.15 "Stock Exchanges" means National Stock Exchange of India Limited and BSE Limited.

1.3 INTERPRETATION

1.3.1 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words used in this Scheme refers to this entire Scheme.

1.3.2 The expressions, which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the 1956 Act, 2013 Act, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 (including the regulations made there under), the Depositories Act, 1996 and other applicable laws, rules, regulations, guidelines, bye-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time. In



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particular, wherever reference is made to the Court or the Hon'ble High Court in this Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal ("NCLT") or such other forum or authority, as may be vested with any of the powers of a High Court under the 1956 act and/or 2013 Act.

1.4 DATE OF TAKING EFFECT AND OPERATIVE DATE

1.4.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Court shall be deemed to be effective from the Appointed Date but shall be operative only from the Effective Date.

1.5 SHARE CAPITAL STRUCTURE

1.5.1 The share capital of the Amalgamated Company as on March 31, 2016 was as under:

Share Capital	Amount in Rupees
Authorized Capital	
15,00,00,000 Equity Shares of Rs.10/- each	1,50,00,00,000
3,00,00,000 cumulative redeemable Preference Shares of Rs.10/- each.	30,00,00,000
Total	1,80,00,00,000
Issued, Subscribed and fully paid-up	
4,37,86,413 Equity Shares of Rs. 10/- each	43,78,64,130
Total	43,78,64,130

Save as provided above, there is no change in the capital structure of the Amalgamated Company since March 31, 2016.

1.5.2 The share capital of Amalgamating Company as on March 31, 2016 was as under:

Share Capital	Amount in Rupees
Authorized Capital	
8,20,00,000 equity shares of Rs 10/- each	82,00,00,000
Total	82,00,00,000
Issued, Subscribed and Paid-up	
8,14,60,000 equity shares of Rs. 10/- each	81,46,00,000
Total	81,46,00,000



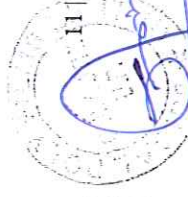
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 National Company Law Tribunal
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1.5.3 Save as provided above, there is no change in the capital structure of the Amalgamating Company since March 31, 2016



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PART-II
AMALGAMATION

2. AMALGAMATION OF AMALGAMATING COMPANY WITH AMALGAMATED COMPANY

2.1. Amalgamation

2.1.1. With effect from the Appointed Date and upon this Scheme becoming effective, the Amalgamating Company shall stand transferred to and be vested in the Amalgamated Company, as a going concern, without any further deed or act, together with all the properties, assets, rights, liabilities, benefits and interest therein, subject to any existing lien or *lis pendens*, which shall be deemed to be modified subject to the provisions of this Scheme.

2.1.2. Without prejudice to the generality of the above, with effect from the Appointed Date and upon this Scheme becoming effective:

a) all assets of the Amalgamating Company, as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery or by vesting and recordal pursuant to this Scheme, if any, shall stand vested in the Amalgamated Company and shall become the property and an integral part of the Amalgamated Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly. No stamp duty is payable on the transfer of such movable properties, being vested in the Amalgamated Company;

b) all movable properties of the Amalgamating Company, other than those specified in sub-clause (a) above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, shall without any further act, instrument or deed, become the property of the Amalgamated Company;

c) all immovable properties (including the plant situated at 28 KM Stone, Igatpuri, Nashik) of the Amalgamating Company, whether freehold or leasehold, and all documents of title, rights and easements in relation thereto, *inter-alia*, the immovable properties enlisted in **Schedule I**, shall stand transferred to and be vested in and/or be deemed to have been transferred to and vested in the Amalgamated Company, without any further act or deed done by the Amalgamating Company and/or the Amalgamated Company. The Amalgamated Company shall be entitled to and exercise all rights and privileges attached thereto and shall be liable to pay the ground rent, taxes and to fulfil all obligations in relation to or applicable to such immovable properties. The mutation or substitution of the title to the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Amalgamated Company by the appropriate authorities pursuant to the sanction of this Scheme by the High Court in accordance with the terms hereof;



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- d) all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of account or disclosed in the balance sheet of the Amalgamating Company, if any, shall, be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Amalgamated Company and the Amalgamated Company undertakes to meet, discharge and satisfy the same. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause;
- e) all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements, licenses including those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Amalgamating Company, or to the benefit of which, the Amalgamating Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on, against or in favour of the Amalgamated Company and may be enforced as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party or beneficiary or obligee thereto;
- f) any pending suit/appeal or other proceedings of whatsoever nature relating to the Amalgamating Company, whether by or against the Amalgamating Company, if any, shall not be discontinued or in any way prejudicially affected by reason of the amalgamation of the Amalgamating Company or of anything contained in this Scheme, but the proceedings shall continue and any prosecution shall be enforced by or against the Amalgamated Company in the same manner and to the same extent as they would or might have been continued, prosecuted and/or enforced by or against the Amalgamating Company, as if this Scheme had not been made;
- g) all employees of the Amalgamating Company, who are on its pay roll shall be engaged by the Amalgamated Company, on such terms and conditions as are no less favourable than those on which they are currently engaged by the Amalgamating Company, without any interruption of service as a result of this amalgamation and transfer. With regard to provident fund, gratuity, leave encashment and any other special scheme or benefits created or existing for the benefit of such employees of the Amalgamating Company, upon this Scheme becoming effective, the Amalgamated Company shall stand substituted for the Amalgamating Company for all purposes whatsoever, in accordance with the provisions of applicable laws and in terms of this Scheme. It is hereby clarified that upon this Scheme becoming effective, the aforesaid benefits or schemes shall continue to be provided to the transferred employees and the services of all the transferred employees of the Amalgamating Company for such purpose, shall be treated as having been continuous;
- h) all statutory licences, permissions or approvals or consents held by the Amalgamating Company required to carry on its operations, *inter-alia*, the licenses and approvals enlisted in **Schedule II**, shall stand transferred to and be vested in the Amalgamated Company without any further act or deed, and shall, as may be required, be appropriately mutated by the statutory authorities concerned therewith in favor of the Amalgamated Company. The benefit of all statutory and regulatory permissions, factory licences, environmental approvals and consents approvals or consents required to carry on the operations of the Amalgamating Company shall vest in and become available to Amalgamated Company pursuant to the Scheme;
- i) any and all registrations, goodwill, licenses, trademarks, service marks, copyrights, domain names, applications for copyrights, trade names and trademarks, if any, appertaining to the



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Amalgamating Company shall stand transferred to and vested in the Amalgamated Company; and

- j) all taxes payable by the Amalgamating Company, including all or any refunds or claims or tax credits shall be treated as the tax liability or refunds or claims or tax credits, as the case may be, of the Amalgamated Company. Accordingly, upon the Scheme becoming effective, the Amalgamated Company is expressly permitted to revise and file income tax returns including tax deducted at source certificates, sales tax/value added tax returns, service tax returns and other tax returns, and to claim refunds/credits, pursuant to the provisions of this Scheme.

2.1.3. Upon this Scheme becoming effective, the secured creditors of the Amalgamating Company shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Amalgamating Company, as existing immediately prior to the amalgamation of the Amalgamating Company with the Amalgamated Company. It is hereby clarified that pursuant to the amalgamation of the Amalgamating Company with the Amalgamated Company, the secured creditors of the Amalgamating Company shall not be entitled to any further security over the properties, assets, rights, benefits and interest of the Amalgamated Company.

2.1.4. The Amalgamating Company and/or the Amalgamated Company, as the case may be, shall, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to which the Amalgamating Company has been a party, in order to give formal effect to the above provisions. The Amalgamated Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Amalgamating Company and to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company.

2.2. Conduct of Business

2.2.1. With effect from the Appointed Date and until occurrence of the Effective Date:

- (i) the Amalgamating Company undertakes to carry on and shall be deemed to have carried on all its business activities and stand possessed of its properties and assets, for and on account of and in trust for the Amalgamated Company;
- (ii) all the profits or incomes accruing or arising to the Amalgamating Company, or expenditure or losses arising or incurred (including the effect of taxes, if any, thereon) by the Amalgamating Company shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses or taxes as the case may be, of the Amalgamated Company;
- (iii) all the equity investments, loans, advances, balances, investments, guarantee etc. held or given by the Amalgamated Company in the Amalgamating Company shall be treated as investments or funding or financial obligation of the Amalgamated Company for its own business;



- (iv) the Amalgamating Company shall carry on its business, with reasonable diligence and business prudence and in the same manner as it had been doing hitherto and shall not, undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for itself or on behalf of its affiliates or associates or any third party, or sell, transfer, alienate, charge, mortgage or encumber or

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deal, in any of its properties/assets, except: (a) when the same is expressly provided in this Scheme; or (b) when the same is in the ordinary course of business as carried on by it as on the date of filing of this Scheme in the High Court; or (iii) when a written consent of the Amalgamated Company has been obtained in this regard;

(v) except by mutual consent of the Board of Directors and subject to changes pursuant to commitments, obligations or arrangements prior to the Appointed Date or as part of this Scheme, pending sanction of this Scheme, the Amalgamating Company shall not make any change in its capital structure either by any increase (by issue of equity shares, bonus shares, convertible debentures or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organisation or in any other manner, which would have the effect of reorganisation of capital of the Amalgamating Company;

(vi) the Amalgamating Company shall not alter or substantially expand its business except with the written concurrence of the Amalgamated Company; and

(vii) the Amalgamating Company shall not amend its Memorandum of Association or Articles of Association, except with the written concurrence of the Amalgamated Company.

2.2.2. With effect from the Effective Date, the Amalgamated Company shall commence and carry on and shall be authorized to carry on the business of the Amalgamating Company.

2.2.3. For the purpose of giving effect to the amalgamation order passed under Sections 391 to 394 of the 1956 Act (and other applicable provisions) in respect of this Scheme by the High Court, the Amalgamated Company shall, at any time pursuant to the orders on this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the amalgamation of the Amalgamating Company, in accordance with the provisions of Sections 391 to 394 of the 1956 Act. The Amalgamated Company shall be authorized to execute any pleadings, applications, forms, etc., as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.

2.2.4. The Amalgamated Company, if required, unconditionally and irrevocably agrees and undertakes to pay, discharge and satisfy all liabilities and obligations of the Amalgamating Company, with effect from the Appointed Date, in order to give effect to the foregoing provisions.

2.2.5. Upon this Scheme becoming effective:

(i) the Amalgamating Company shall stand dissolved in accordance with the provisions of Section 391-394 of the 1956 Act, without following the procedure of winding up prescribed in the 1956 Act and/or The Insolvency And Bankruptcy Code, 2016, as may be applicable.

(ii) All the existing shares/share certificates pertaining to the shares of the Amalgamating Company as on the Effective Date shall stand cancelled.

2.3. Procedural Formalities Post Sanction of the Scheme

2.3.1. The Amalgamated Company shall, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or novation or other writings or arrangements with any party to any contract or arrangement in relation to which the Amalgamating Company has been a party, in order to give formal effect to the above provisions. The Amalgamated Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Amalgamating Company.



Company and to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company.

2.3.2. Upon the Scheme becoming effective, for statistical purposes only and without any separate deed, instrument or writing, the Amalgamating Company and/or the Amalgamated Company shall, if required, simultaneously with the amendment in the register of charges and file particulars of the modified charge with the concerned Registrar of Companies. Any documentation subsequently entered into with the terms lenders or the working capital lenders of the Amalgamating Company and the Amalgamated Company, shall be for the sake of convenience and record only and to reflect the changes in the security pursuant to the Scheme and there shall be no break in the continuity of such charge and the same shall relate back to the date of its creation thereof in the Amalgamating Company.

2.3.3. Upon the Scheme becoming effective, all statutory permissions, licenses, approvals, consents, privileges, benefits and benefits of filings and all other incorporeal rights emanating from such licenses (together the "Licenses", for the purpose of this Clause 2.3.3) relating to the Amalgamating Company, shall stand transferred to and vested in the Amalgamated Company without any further act, instrument or deed, as more particularly provided hereinabove. Notwithstanding such transfer/ vesting of the Licenses, if any application is required for the statistical record of the statutory authorities to implement the transfer and vesting of the Licenses, as provided hereinabove, the Amalgamated Company shall facilitate the statutory authorities by filing such applications, which shall be granted/ approved in favour of the Amalgamated Company based on the sanction order of the Scheme by the Court.

2.3.4. Upon the Scheme becoming effective, the Amalgamated Company is expressly entitled to revise its direct or indirect tax returns and related withholding certificates and shall be entitled to claim refund, advance tax credits including MAT credit, CENVAT credit, pertaining to Amalgamating Company, if any.

2.3.5. From the Effective Date, all bank accounts of the Amalgamating Company shall be permitted to be continued with the same balances as of the Effective Date in the name of the Amalgamated Company and for statistical record the Amalgamated Company shall be permitted to file names and particulars of the new authorised signatories for withdrawals and/ or deposits/ credits in such bank accounts and the relevant bank accounts shall be reconstituted accordingly.

2.4. Change in Authorized Share Capital

2.4.1. Upon this Scheme becoming effective and upon the vesting and transfer of the Amalgamating Company in the Amalgamated Company pursuant to the terms of this Scheme, the entire authorized share capital of the Amalgamating Company shall stand transferred to the authorized share capital of the Amalgamated Company.

2.4.2. By virtue of Clause 2.4.1 above, the authorized share capital of the Amalgamated Company shall stand increased to INR 262,00,00,000 and Clause VI in the memorandum of association of the Amalgamated Company shall stand substituted to read as follows:



(vi) The Authorized Share Capital of the Company is Rs. 262,00,00,000/- (Rupees Two hundred and Sixty Two Crores only) divided into 23,20,00,000 Equity Shares of Rs. 10/- each, and 3,00,00,000 Cumulative Redeemable Preference Shares of Rs.10/- each with power to increase or reduce the capital of the company and divide the share capital for the time being into different classes and to attach thereto respectively such preferential/qualified or special rights or privileges or conditions including detachable tradeable and/or untradeable warrants as may be determined or in accordance with the regulations of the Company and with power to modify or abrogate any such rights,

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privileges or conditions in such manners as may for the time being provided by the regulations of the Company and subject to the provisions of the Companies Act, 2013.”

2.4.3. The stamp duty or filing fees paid on the authorized share capital of the Amalgamating Company are permitted to be utilized and applied towards the increase in the authorized share capital of the Amalgamated Company in accordance with this Clause 2.4.1 and 2.4.2 above, and no further demand of additional stamp duty or fee shall be raised or made upon the Amalgamated Company by any regulatory authorities in relation to such increase in the authorized share capital of the Amalgamated Company, including by the Registrar of Companies, U.P & Uttaranchal, Kanpur.

2.4.4. It is hereby clarified that for the purposes of increasing the authorized share capital of the Amalgamated Company in accordance with Clause 2.4.1 and 2.4.2 above, the consent of the shareholders of the Amalgamated Company to this Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and that no further resolution under section 13, section 61 or any other applicable provisions of the 2013 Act, would be required to be separately passed.

2.5. Consideration

2.5.1. Amalgamating Company is a wholly owned subsidiary of Amalgamated Company, upon coming into effect of this Scheme and upon vesting in and transfer of the assets and liabilities of the Amalgamating Company to the Amalgamated Company in accordance with Part-II of this Scheme, no consideration shall be payable and no shares shall be allotted by the Amalgamated Company to the shareholders of Amalgamating Company.

2.5.2. The share capital of the Amalgamating Company to the extent held by the Amalgamated Company as on the Appointed Date and any further share capital held by the Amalgamated Company in Amalgamating Company thereafter (being shares held in the Amalgamating Company) shall stand cancelled.

2.6. Accounting Treatment

2.6.1. The Amalgamated Company shall recognise and measure all the identifiable assets and assumed liabilities, including any intangible assets (if any), pertaining to the Amalgamating Company transferred to and vested in the Amalgamated Company pursuant to the Scheme, as determined by the Board of Directors of the Amalgamated Company, in accordance with the applicable Indian Accounting Standards (Ind AS) notified under The Companies (Indian Accounting Standards) Rules, 2015 (as amended from time to time) and generally accepted accounting principles adopted in India.

2.6.2. Goodwill or a gain from the bargain purchase, if any, as the case may be, shall be determined and recognized in the financial statements of the Amalgamated Company in accordance with the applicable Indian Accounting Standards (Ind AS) notified under the Companies (Indian Accounting Standards) Rules, 2015 (as amended from time to time) and generally accepted accounting principles adopted in India.

2.6.3. Pursuant to the Scheme, the inter-company balances between the Amalgamating Company and the Amalgamated Company, if any, including any shares, securities held by the Amalgamated Company in the Amalgamating Company shall stand cancelled.

2.6.4. In case of any differences in accounting policies between the Amalgamating Company and the Amalgamated Company, a uniform set of accounting policies shall be adopted by the Board of Directors of the Amalgamated Company following the amalgamation.



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2.6.5. Notwithstanding the above accounting treatments, the Board of Directors of the Amalgamated Company is authorised to account for any of these transactions / balances in any manner whatsoever, as may be deemed fit, in accordance with the applicable Indian Accounting Standards (Ind AS) notified under The Companies (Indian Accounting Standards) Rules, 2015 (as amended from time to time) and generally accepted accounting principles adopted in India.

2.7. Tax Treatment

2.7.1 Any tax liabilities under the Income Tax Act, 1961 or other applicable laws/regulations dealing with taxes/ duties/ levies allocable or related to the business of Amalgamating Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Amalgamated Company.

2.7.2 Any tax loss including unabsorbed depreciation or surplus in the provision for taxation/ duties/ levies account including but not limited to the advance tax, tax deducted at source by the customers and MAT credit, CENVAT credit, as on the date immediately preceding the Appointed Date will also be transferred to Amalgamated Company. Any refund under the Income Tax Act, 1961 or other applicable laws/ regulations dealing with taxes/ duties/ levies allocable or related to the business of Amalgamating Company or due to Amalgamating Company, consequent to the assessment made in respect of Amalgamating Company, for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date, shall also belong to and be received by Amalgamated Company.

2.7.3 The tax payments (including without limitation income tax, tax on distribution of dividends, service tax, excise duty, central sales tax, applicable state value added tax etc.) whether by way of tax deducted at source by the customers, advance tax or otherwise howsoever, by Amalgamating Company after the Appointed Date, shall be deemed to be paid by Amalgamated Company and shall, in all proceedings, be dealt with accordingly. Notwithstanding the above, any tax deducted at source by either the Amalgamating Company or the Amalgamated Company on account of inter-company transactions between Amalgamated Company and Amalgamating Company post the Appointed Date, shall be deemed to be advance tax paid by the Amalgamated Company and shall, in all proceedings, be dealt with accordingly.

2.7.4 Upon the Scheme becoming Effective, with effect from the Appointed Date, Amalgamating Company and Amalgamated Company are expressly permitted to prepare and/or revise, as the case may be, their Financial Statements and returns along with the prescribed forms, filings and annexure under the Income Tax Act, 1961, central sales tax, applicable state value added tax, service tax laws and other tax laws, if required, to give effects to provisions of the Scheme.

2.7.5 All tax assessment proceedings/appeals of whatsoever nature by or against the Amalgamating Company pending and/or arising at the Appointed Date and relating to Amalgamating Company shall be continued and/or enforced until the Effective Date as desired by Amalgamated Company. As and from the Effective Date, the tax proceedings/ appeals shall be continued and enforced by or against Amalgamated Company in the same manner and to the same extent as would or might have been continued and enforced by or against Amalgamating Company. Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of Amalgamating Company with Amalgamated Company or anything contained in the Scheme.

2.7.6 Upon the Scheme coming into effect, any obligation for deduction of tax at source on any payment made by or to be made by Amalgamating Company shall be made or deemed to have been made and duly complied with by the Amalgamated Company.



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2.7.7 The provisions of this Scheme as they relate to the amalgamation of Amalgamating Company into and with Amalgamated Company have been drawn up to comply with the conditions relating to "amalgamation" as defined under section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

2.8. Change in object clause of Amalgamated Company

2.8.1 With effect from the Appointed Date and upon the Scheme becoming effective, the main object clause of the Memorandum of Association of the Amalgamated Company shall be altered and amended, without any further act or deed, to include the objects as required for the purpose of carrying on the business activities of the Amalgamating Company, pursuant to the provisions of Section 13 and 14 of the 2013 Act and other applicable provisions of the 2013 Act. Accordingly the main object clause of the Memorandum of Association of the Amalgamated Company shall be altered and amended and necessary revision in the numbering of the clauses inserted shall be carried out. Following clauses shall be inserted to Clause II.(A) of the Memorandum of Association of the Amalgamated Company:

11. *To carry on the business of manufacturers, dealers, importers and exporters of Non-woven items such as interlining, Disposable fabrics and fabrics for industrial applications.*

12. *To carry on the business of combing, blending, weaving, knitting, spinning, bleaching, processing and dyeing of Polyester, Rayon or any other type of manmade fibers, silk wool, cotton and natural fibers.*

2.8.2 For the purpose of amendment in the Memorandum of Association of the Amalgamated Company as provided in this Clause, the consent/approval given by the members of the Amalgamated Company to this Scheme pursuant to Section 391 of the 1956 Act and any other applicable provisions of the 2013 Act shall be deemed to be sufficient and no further resolution of members of the Amalgamated Company as required under the provisions of Sections 13 and 14 of the 2013 Act and any other applicable provisions of the 2013 Act shall be required to be passed for making such change/amendment in the Memorandum of Association of the Amalgamated Company and filing of the certified copy of this Scheme as sanctioned by the High Court, in terms of Section 391/394 of the 1956 Act and any other applicable provisions of the 2013 Act, together with the order of the Court and a printed copy of the Memorandum of Association for the purpose of the said Sections 13, 14 and all other applicable provisions of the 2013 Act and the Registrar of Companies, U.P. & Uttaranchal at Kanpur shall register the same and make the necessary alteration in the Memorandum of Association of the Amalgamated Company accordingly and shall certify the registration thereof in accordance with the provisions of Sections 13 and 14 and any other provisions of the 2013 Act.

2.8.3 The Amalgamated Company shall file with the Registrar of Companies, U.P & Uttaranchal at Kanpur, all requisite forms and complete the compliance and procedural requirements under the 2013 Act, if any.



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PART-III
GENERAL / RESIDUARY TERMS AND CONDITIONS

3. OPERATIVE DATE OF THE SCHEME

The Scheme shall come into operation from the Appointed Date but the same shall become effective on and from the Effective Date.

4. APPLICATION TO HIGH COURT

The Amalgamating Company and Amalgamated Company shall with all reasonable dispatch, make all necessary applications under Sections 391 and 394 of the 1956 Act and other applicable provisions of the 1956 Act or such other equivalent provisions of the 2013 Act to the Court for seeking approval of the Scheme.

5. Upon the Scheme becoming effective, the Financial Statements of the Amalgamated Company shall be reconstructed in accordance with the terms of the Scheme. The Amalgamated Company shall be entitled to file/revise its income tax returns and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, if any, as may be required consequent to implementation of this Scheme. Upon the Scheme becoming effective, the Amalgamated Company shall be entitled to set off losses (if any) of the Amalgamating Company against the profits of the Amalgamated Company as per the provisions of the Income Tax Act, 1961.

6. The Amalgamated Company and Amalgamating Company shall, with all reasonable dispatch, make respective applications to the High Court and or applicable authority, under sections 391 to 394 and other applicable provisions of the 1956 Act or such other equivalent provision of the 2013 Act, seeking order for dispensing with or for convening, holding and/or conducting of the meetings of the classes of their respective members and creditors (secured and unsecured) as per the requirements of the 1956 Act or 2013 Act.

7. SPA Capital Advisors Ltd., a SEBI registered merchant banker, pursuant to SEBI Circular No. CIR/CFD/CMD/16/2015 dated November 30, 2015, under its fairness opinion dated 23rd August, 2016, has certified that the valuation reports in reference to the Scheme, is fair and reasonable.

8. MODIFICATION OR AMENDMENTS TO THE SCHEME

8.1. Amalgamating Company and Amalgamated Company by their respective Boards of Directors or any persons authorized by them, may assent to any modifications/amendments to the Scheme or to any conditions or limitations that the Court and/or any other authority may deem fit to direct or impose, or make such modifications/amendments which may otherwise be considered necessary, desirable or appropriate by them in their sole discretion (i.e. the board of directors). The Amalgamating Company and Amalgamated Company by their respective Boards of Directors be and are hereby authorised to take all such steps as may be necessary, desirable or proper for the purposes of implementing the Scheme and to resolve any doubts, difficulties or questions regarding the implementation of this Scheme or otherwise arising under this Scheme, whether by reason of any directive or orders of any other authorities or otherwise, howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

8.2. In the event of any of the conditions that may be imposed by the Court or other authorities which the Amalgamating Company and Amalgamated Company may find unacceptable for any reason, then the Amalgamating Company and/or Amalgamated Company are at liberty to withdraw the Scheme.



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8.3. If any issue arises as whether any asset, liability, employee pertains to the Amalgamating Company and/or Amalgamated Company, or not under this Scheme, the same shall be decided by the Board of Directors of the Amalgamating Company and/or Amalgamated Company, as relevant, on the basis of relevant books of account and other evidence that they may deem relevant for said purposes.

9. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

- 9.1. The approval by the requisite majorities of the classes of persons, including shareholders, creditors and such other class of the Amalgamating Company and Amalgamated Company as may be directed by the Court under Section 391 of the 1956 Act.
- 9.2. The Scheme being approved by the shareholders of the Amalgamated Company through special resolution passed by way of postal ballot and e-voting in terms of Para 9.(a) & (b) of SEBI Circular No. CIR/CFD/CMD/16/2015 dated November 30, 2015, provided that the same shall be acted upon only if the votes cast by the public shareholders in favour of the Scheme are more than the votes cast by the public shareholders against it;
- 9.3. The sanctioning of this Scheme by the Court, whether with any modifications or amendments as the Court may deem fit or otherwise;
- 9.4. The filing of the certified copies of the orders of the Court with the Registrar of Companies of Maharashtra and Registrar of Companies, U.P. & Uttaranchal by the Amalgamating Company and Amalgamated Company, as the case may be.
- 9.5. Any other sanctions and orders as may be directed by the Court in respect of the Scheme.

10. EFFECT OF NON-RECEIPT OF APPROVALS

- 10.1. In the event that the Scheme is not sanctioned by the Court or in the event any of consents, approvals, permissions, resolutions, agreements, sanctions or conditions enumerated in the Scheme are not obtained or complied with or for any other reason, the Scheme cannot be implemented, the Scheme shall become null and void, the Amalgamating Company and the Amalgamated Company shall bear its own cost, charges and expenses in connection with the Scheme unless otherwise mutually agreed.
- 10.2. The non - receipt of any sanctions or approvals for a particular asset or liability forming part of the Amalgamating Company getting transferred pursuant to this Scheme, shall not affect the effectiveness of the respective section of the Scheme, if the boards of directors of the Amalgamating Company and/or Amalgamated Company so decide. In the event of non - receipt of approval of any lender / creditor for the transfer of any liability, then at the option of the boards of directors of the Amalgamating Company, it may issue a security / recognize a liability in favour of Amalgamated Company on the same terms. The transfer of such asset or liability shall become effective from the Appointed Date as and when the said requisite approvals are received or aforesaid liability being recognized / security being issued and the provisions of the Scheme shall apply appropriately to the said transfer / issue / recognition.

M. COSTS, CHARGES & EXPENSES

Except as otherwise expressly provided in the Scheme, the Amalgamating Company and Amalgamated Company shall pay their own costs and expenses in connection with the Scheme. Upon the Scheme becoming effective all costs, charges, taxes including duties, levies and all other



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expenses, if any (save as expressly otherwise agreed) of the Amalgamating Company and Amalgamated Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Amalgamated Company.

12. MISCELLANEOUS

- 12.1. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of the Amalgamated Company, as the case may be, in respect of the immovable properties vested in them, respectively.
- 12.2. If any part of this Scheme hereof is invalid, ruled illegal by any Court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Parties that such Part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such Part shall cause this Scheme to become materially adverse to any Party, in which case the Parties shall attempt to bring about a modification in the Scheme, as will best preserve for the Parties the benefits and obligations of the Scheme, including but not limited to such Part.



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SCHEDULE I

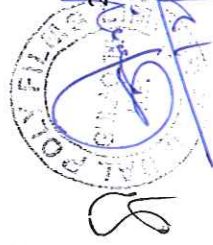
DETAILS OF IMMOVEABLE PROPERTY HELD BY AMALGAMATING COMPANY

Details of Leasehold Land

All properties are located at Village Mundegaon, Taluka Igatpuri, District-Nashik, Maharashtra.

S.No.	Location of the Leasehold Land	(Area in Sq. mtrs) Area
1	Gut no. 395	881
2	Gut no. 396	200
3	Gut No. 397	12,900
4	Gut no. 413	22,400
5	Gut no. 452	25,000
6	Gut no. 453	46,000
TOTAL		1,07,381

Building has been constructed on the 26.54 acres (107381 Sq Mtrs) land owned by Jindal Poly Films Ltd , which has been taken on 15 years lease period. Total constructed area is 28610 Sq. Mtrs.



SCHEDULE II

DETAILS OF LICENCES & APPROVALS HELD BY AMALGAMATING COMPANY

Approval and Sanction

S.No.	Approvals required	Approval by Authority
1.	Land Lease	M/s Jindal Poly Films Limited
2.	Industrial Entrepreneurship Memorandum	District Industrial Commissioner Office
3.	Application for Permanent Grid Power Connection-Approval for power connection	State Electricity Board
4.	Factory Inspector Approval Permission/Approval for building drawings with machinery layouts, Fire exits and staircases, toilet and other hygiene facilities, canteen, residential facilities.	Industrial Health & Safety
5.	SPCB Approval for Sewage - Permission / Approval for Sewage Disposal/Removal (Consent to establish)	Pollution Control Board, Regional Office
6.	Commencement certificate - Permission to start construction of Buildings	Gram Panchayat / Municipal Corporation (as applicable)
7.	Sales and Excise registrations	Excise Department
8.	Sales Tax Registration	Commercial Tax
9.	PAN No.	IT Department
10.	Service Tax Registration	Central Excise & Service Department
11.	MOA/AOA-for Company Formation	Ministry of Corporate Affairs
12.	Labour License Permission	Industrial Health & Safety
13.	Land Demarcation by Govt surveyor	Govt. Surveyor
14.	Land Registration / Lease Agreement	Lease Agreement
15.	Application approach road clearance	Gram Panchayat
16.	Industrial Safety	Industrial Health & Safety
17.	Subsidy from GOI & GOM	Ministry of Textile- GOI & GOM
18.	Package for Incentive Scheme 2007	Government of Maharashtra- Industries, Energy and Labour Department

