JINDAL POLY FILMS LTD

**Corp office:** Plot no. 12, Local Shopping Complex, Sector B-1, Vasant Kunj, New Delhi - 110070 (India)
Phone: +91-011-40322100
Email Id: cs_jpoly@jindalgroup.com
Web: www.jindalgroup.com

**JPFL/DE-PT/SE/2026-27** **13 November 2026**

To,
**The Manager (Listing)**
**National Stock Exchange of India Limited**
Exchange Plaza, Bandra Kurla Complex,
Bandra(E) Mumbai-400 051
**Symbol: JINDALPOLY**

To,
**The Manager (Listing)**
**BSE Limited**
Phiroze Jeejeebhoy Towers, Dalal Street,
Mumbai-400 001
**Scrip Code: 500227**

**Subject: Disclosure under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 – Execution of standstill agreement**

Dear Sir / Madam,

This is further to our intimations dated November 2, 2026 and November 4, 2026, made under Regulation 30 read with sub-para 8 of Para B of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the "**Listing Regulations**"), and SEBI Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 (the "**Master Circular**"), informing that a petition was filed by the Company before the National Company Law Tribunal, New Delhi Bench (the "**Petition**"), and an arbitration and related court proceedings commenced by Project Holdings Fourteen (DIFC) Limited (the "**Investor**") in relation to JPFL Films Private Limited ("**JPFL Films**"), a material subsidiary of the Company (collectively, the "**Earlier Intimations**").

In continuation of the Earlier Intimations, and in terms of sub-para 8.2 of Para B of Annexure 18 of the Master Circular, we wish to inform you that after discussions with JPFL Films and the Investor, the Company has signed a standstill agreement on 13 November 2026 with JPFL Films and the Investor ("**Standstill Agreement**"), in terms of which the parties have agreed to a standstill of all pending proceedings amongst the parties, for a period of 12 days (or such later date as the parties may agree in writing), in the interest of exploring an amicable settlement to the dispute between the parties.

As required under Regulation 30 of the Listing Regulations read with the Master Circular, the requisite information is enclosed herewith as **Annexure A**.

This disclosure will also be made available on the website of the Company at https://www.jindalpoly.com/.

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You are requested to take the above on record.

Yours faithfully,
**For Jindal Poly Films Limited**

Rashmi Gupta

**Rashmi Gupta**
**Company Secretary and Compliance Officer**
**Membership No.: FCS-8616**

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**ANNEXURE A**

**Details under Regulation 30 read with sub-para 5 and sub-para 8 of Para B of Part A of Schedule III of the Listing Regulations read with sub-para 5 and sub-para 8.2 of Para B of Annexure 18 of the Master Circular**

| S. No. | Particulars | Details |
|---|---|---|
| a) | Name(s) of parties with whom the agreement is entered | The Standstill Agreement has been executed amongst the Company, the Investor and JPFL Films. |
| b) | Purpose of entering into the agreement | The Standstill Agreement has been entered into with a view to exploring an amicable settlement of the disputes between the parties, including the Petition, the arbitration commenced by the Investor under the arbitration rules of the Singapore International Arbitration Centre, and the proceedings before the High Court of the Republic of Singapore (as detailed in the Earlier Intimations) (collectively, the "**Proceedings**"). No settlement has been arrived at as on the date of this disclosure. |
| c) | Size of agreement | Not Applicable. No consideration is payable by or to the Company under the Standstill Agreement. |
| d) | Shareholding, if any, in the entity with whom the agreement is executed | The Company holds approx. 99.98% of the equity share capital of JPFL Films including nominee shareholders. The Investor holds 20 equity shares and 19,990 compulsorily convertible preference shares of JPFL Films, thereby holding approx. 38% of total paid-up share capital of the Company on a fully diluted basis. The Company does not hold any shares in the Investor. |

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| S. No. | Particulars | Details |
|---|---|---|
| e) | Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc. | For a period of 12 days (or such later date as the parties may agree in writing) from November 13, 2026 (the "**Standstill Period**"), the parties have agreed, inter alia, not to commence any new proceedings, take any further step in the Proceedings, or seek any interim or injunctive relief in relation to the Proceedings. The parties will inform the relevant forums of the Standstill Agreement. The orders passed and undertakings given in the Proceedings shall continue in full force during the Standstill Period. The Standstill Agreement is without prejudice to the rights, claims and contentions of the parties. Upon expiry of the Standstill Period, the parties may pursue the Proceedings, unless the Standstill Period is extended or a settlement is reached. The Standstill Agreement does not confer any special rights such as a right to appoint directors, a first right to share subscription or a right to restrict any change in the capital structure of the Company. |
| f) | Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship | JPFL Films is a material subsidiary of the Company. The Investor is not related to the promoter / promoter group / group companies of the Company. |
| g) | Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length" | No. The Standstill Agreement does not involve any transfer of resources, services or obligations for consideration. |

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| S. No. | Particulars | Details |
|---|---|---|
| h) | In case of issuance of shares to the parties, details of issue price, class of shares issued | Not Applicable |
| i) | In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis | Not Applicable |
| j) | Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc. | Nil |
| k) | In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): (i) name of parties to the agreement; (ii) nature of the agreement; (iii) date of execution of the agreement; (iv) details of amendment and impact thereof | Not Applicable |

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| S. No. | Particulars | Details |
|---|---|---|
| | or reasons of termination and impact thereof | |