JINDAL

JINDAL SAW LTD.

3 March 2016

BSE Limited
Corporate Relation Department
1st Floor, New Trading Ring
Rotunga Building Phiroze Jeejeebhoy Towers
Dalal Street,
Mumbai - 400 001
Stock code: 500378

National Stock Exchange of India Limited,
Listing Department,
Exchange Plaza,
Bandra Kurla Complex
Bandra (East)
Mumbai – 400 051
Stock code: JINDALSAW

Sub.:- Notices of Court Convened Meeting of equity shareholders, secured creditors and unsecured creditors of Jindal Saw Limited- Regulation 30 of SEBI(Listing Obligations and Disclosure Requirements) Regulations, 2015.

With reference to provisions of Regulation 30 of SEBI(Listing Obligations and Disclosure Requirements) Regulations, 2015 and in continuation of our letter dated 10th November, 2015, we wish to inform you that the Hon'ble High Court of Judicature at Allahabad vide its order dated 17.02.2016 has directed that the meetings of equity shareholder, secured Creditors and unsecured creditors to be held at the Registered office of the Company at A-1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 as per below details, for the purpose of considering, and if thought fit, approving the Composite Scheme of Arrangement among Jindal Saw Limited and JITF Infralogistics Limited and JITF Shipyards Limited and JITF Waterways Limited and their respective Shareholders and Creditors (the "Scheme"). The Hon'ble High Court of Judicature at Allahabad has also appointed Chairman and alternative Chairman for conducting the proceedings of these meetings.

S. No.	Name of Meeting	Time
a	Meeting of equity shareholders	10.30 A.M.
b	Meeting of secured creditors	12.30 P.M.
c	Meeting of unsecured creditors	02.00 P.M.

Further, the Company has also provided e-voting facility to the equity shareholders of the Company. The remote e-voting will commence from 9.00 a.m. on 6th April, 2016 and end on 5.00 p.m. on 8th April, 2016.

We are enclosing herewith copy of the Notices of the above said meetings of equity shareholders, secured creditors and unsecured creditors of the Company as sent to the respective members.

This is for your information and record please.

Thanking you,
Yours faithfully,
For Jindal Saw Limited,

Sunil K. Jain
Company Secretary
FCS- 3056

JINDAL SAW LIMITED * NEW DELHI *

JINDAL SAW LIMITED

CIN: L27104UP1984PLC023979
Regd. Office: A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403
Tel : 05662-232001-5 : Fax : 05662-232577
Website: www.jindalsaw.com**; Email:** investors@jindalsaw.com

NOTICE OF COURT CONVENED MEETING OF THE EQUITY SHAREHOLDERS

Day Saturday
Date 9th April, 2016
Time 10.30 AM
Venue A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403

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IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ORIGINAL COMPANY JURISDICTION

COMPANY APPLICATION NO.4 OF 2016

[Under Sections 391-394 of the Companies Act, 1956]

DISTRICT : MATHURA

IN THE MATTER OF

COMPOSITE SCHEME OF ARRANGEMENT AMONG JINDAL SAW LIMITED AND JITF INFRALOGISTICS LIMITED AND JITF SHIPYARDS LIMITED AND JITF WATERWAYS LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS.

AND
IN THE MATTER OF
JINDAL SAW LIMITED

…APPLICANT-1/DEMERGED COMPANY 1/
RESULTING COMPANY 2

AND
IN THE MATTER OF
JITF INFRALOGISTICS LIMITED

…APPLICANT-2/RESULTING COMPANY 1

AND
IN THE MATTER OF
JITF SHIPYARDS LIMITED

…APPLICANT-3/TRANSFEROR COMPANY

AND
JITF WATERWAYS LIMITED

…APPLICANT-4/DEMERGED COMPANY 2/
TRANSFEREE COMPANY

IN THE MATTER OF

JINDAL SAW LIMITED (CIN No. L27104UP1984PLC023979), a company duly incorporated and existing under the Companies Act, 1956, having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403.Tel No.: 05662-232001-5 Website: www.jindalsaw.com E-mail: investors@jindalsaw.com

...Applicant 1 / Demerged Company 1 / Resulting Company 2

NOTICE CONVENING MEETING OF THE EQUITY SHAREHOLDERS OF JINDAL SAW LIMITED ("the Company").

To
The Equity Shareholders of Jindal Saw Limited

NOTICE is hereby given that by Order dated the 17th day of February, 2016, the Hon'ble High Court of Judicature at Allahabad has directed that a meeting of the Equity Shareholders of the Company ("Meeting") be held at the Registered Office of the Applicant/Demerged Company 1/Resulting Company 2 at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403 ("Registered Office") on Saturday, the 9th day of April, 2016 at 10.30 am, for the purpose of considering, and if thought fit, approving with or without modification(s), the Composite Scheme of Arrangement among Jindal Saw Limited and JITF Infralogistics Limited and JITF Shipyards Limited and JITF Waterways Limited and their respective Shareholders and Creditors (Scheme).

TAKE FURTHER NOTICE that in pursuance of the said Order, a meeting of the Equity Shareholders of the Company will be held at the Registered Office of the Applicant/Demerged Company 1/Resulting Company 2 on Saturday, the 9th day of April, 2016 at 10.30 am, when you are requested to attend.

TAKE FURTHER NOTICE that you may attend and vote at the Meeting in person or by proxy, provided that a proxy in the prescribed form, duly signed by you or your authorized representative, is deposited at the Registered Office of the Company not later than 48 hours before the commencement of the Meeting.

TAKE FURTHER NOTICE that the Company is also offering e-voting facility to the Equity Shareholders and the e-voting period commences on 6th April 2016 (9.00 A.M. IST) and ends on 8th April 2016 (5.00 P.M. IST).

The Hon'ble High Court of Judicature at Allahabad has appointed Mr. Bharat Pratap Singh, Advocate and failing him, Mr. Shivendra Bahadur, Advocate to be the Chairperson of the said meeting.

A copy of the Scheme, statement under Section 393 of the Companies Act, 1956 and form of Proxy are enclosed.

Dated this 24th day of February, 2016.

Sd/-

Diptiman Singh, Advocate
30, Clive Road, Allahabad

Bharat Pratap Singh
(Chairperson appointed for the meeting)

Notes:

1. All alterations in the Form of Proxy should be initialed.
2. An Equity shareholder may attend the meeting either in person or by proxy. The Proxy need not be an Equity Shareholder of the Company.
3. The Proxy form duly executed in the prescribed form by the Equity Shareholder or his authorized representatives, as attached with the Notice, must be deposited at the Registered Office of the Company not later than 48 hours before the meeting.
4. A body corporate may attend and vote through its authorized representative provided a certified copy of the resolution under Section 113 of the Companies Act, 2013 of its Board of Directors or other governing body authorizing such representative to attend and vote at the meeting is deposited with the Company.
5. In case of persons other than individuals, the proxy should be executed under the official stamp of the organization indicating the name and designation of the person executing the proxy.
6. Foreign Institutional Investors are required to deposit certified copies of Custodial resolutions / Power of Attorney, as the case may be, authorizing the individuals named therein, to attend and vote at the meeting on their behalf.
7. The persons attending the meeting are advised to bring their photo identity document for verification.
8. THE PERSON ATTENDING THE MEETING MUST BRING THE DULY FILLED-IN ATTENDANCE SLIP ANNEXED HERETO.
9. In terms of Companies Act, 2013 read with Companies (Management and Administration) Rules, 2014, the Company has provided the facility of e-voting to the Equity Shareholders of the Company to exercise their votes on the resolution through e-voting facility arranged by National Securities Depository Limited ("NSDL"), and the business contained in the notice may be transacted through such voting. Instructions for e-voting are given in the e-voting instruction slip.

Notes for e-voting:

10. The e-voting period commences on 6th April 2016 (9.00 A.M. IST) and ends on 8th April 2016 (5.00 P.M. IST). During this period Equity shareholders of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date which shall be 2nd April 2016 may cast their vote electronically. The e-voting module shall be disabled by NSDL for voting thereafter.
11. For the purpose of dispatch of this Notice, Equity Shareholders of the Company holding shares either in physical form or in dematerialised form as on 19 February 2016, have been considered.
12. Equity Shareholders who have acquired shares after the dispatch of this Notice and before the cut-off date (i.e. 2nd April 2016 may approach the Company/ RCMC Share Registry Private Limited ("RTA") for issuance of the User ID and Password for exercising their right to vote by electronic means.
13. Voting rights of each Equity Shareholder for e-voting shall be reckoned as on the cut-off date which is 2nd April 2016 and any recipient of this notice who has no voting rights as on the aforesaid date should treat the same as intimation only.
14. The voting rights of Equity Shareholders shall be in proportion to their shares in the paid up equity share capital of the Company as on cut-off date. A person, whose name is recorded in the register of Equity Shareholders shall be entitled to avail the facility of remote e-voting as well as voting at the meeting through ballot paper. Any person who acquires shares of the Company and becomes the Equity Shareholder of the Company after the cut-off date i.e. 2nd April 2016 shall not be eligible to vote through e-voting. Equity Shareholders can opt for only one mode of voting, i.e. either through ballot papers at Court Convened Meeting or e-voting. In case Equity Shareholders cast their votes through both the modes, voting done by e-voting shall prevail and votes cast through ballot papers at Court Convened Meeting' shall be treated as invalid.
15. The Equity Shareholders who have cast their vote by remote e-voting prior to the Court Convened Meeting may also attend the meeting but shall not be entitled to cast their vote again.
16. Mr. Awanish Dwivedi, Practicing Company Secretary has been appointed as the Scrutinizer to scrutinize the voting and remote e-voting process in a fair and transparent manner.
17. The Scrutinizer shall, immediately after the conclusion of voting at the meeting, first count the votes cast at the meeting, thereafter unblock the votes cast through remote e-voting in the presence of at least two witnesses not in the employment of the Company and make not later than three days of the conclusion of the meeting, a consolidated Scrutinizer's report of the total votes cast in favour or against, if any, to the Chairman by him in writing who shall countersign the same.
18. The results declared along with the Scrutinizer's Report shall be placed on the Company's website www.jindalsaw.com and on www.nsdl.co.in within three days of the Court Convened Meeting.

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD
ORIGINAL COMPANY JURISDICTION
COMPANY APPLICATION NO.4 OF 2016
[Under Sections 391-394 of the Companies Act, 1956]

DISTRICT : MATHURA

IN THE MATTER OF

COMPOSITE SCHEME OF ARRANGEMENT AMONG JINDAL SAW LIMITED AND JITF INFRALOGISTICS LIMITED AND JITF SHIPYARDS LIMITED AND JITF WATERWAYS LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS.

AND

IN THE MATTER OF

JINDAL SAW LIMITED

…APPLICANT-1/DEMERGED COMPANY 1/ RESULTING COMPANY 2

AND

IN THE MATTER OF

JITF INFRALOGISTICS LIMITED

…APPLICANT-2 /RESULTING COMPANY 1

AND

IN THE MATTER OF

JITF SHIPYARDS LIMITED

…APPLICANT-3 /TRANSFEROR COMPANY

AND

JITF WATERWAYS LIMITED

…APPLICANT-4 /DEMERGED COMPANY 2/ TRANSFEREE COMPANY

EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956 ("ACT")

1. The Hon'ble High Court of Judicature at Allahabad, by Order dated the 17th day of February, 2016, in the Company Application referred to above, with respect to the Composite Scheme of Arrangement among Jindal Saw Limited AND JITF Infralogistics Limited AND JITF Shipyards Limited AND JITF Waterways Limited AND their respective Shareholders and Creditors **[the Scheme]**, has directed the convening of the meetings as stated below to consider the Scheme:-
   i. Meeting of the Equity Shareholders of the Applicant/ Demerged Company 1/ Resulting Company 2 to be held on Saturday, the 9th day of April, 2016 at the Registered Office of the Applicant/Demerged Company 1/Resulting Company 2 at A-1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 10.30 AM;
   ii. Meeting of the Secured Creditors of the Applicant/ Demerged Company 1/ Resulting Company 2 to be held on Saturday, the 9th day of April, 2016 at the Registered Office of the Applicant/Demerged Company 1/Resulting Company 2 at A-1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 12.30 PM;
   iii. Meeting of the Unsecured Creditors of the Applicant/ Demerged Company 1/ Resulting Company 2 to be held on Saturday, the 9th day of April, 2016 at the Registered Office of the Applicant/Demerged Company 1/Resulting Company 2 at A-1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 02.00 PM;
   iv. Meeting of the Unsecured Creditors of the Applicant/ Demerged Company 2/ Transferee Company to be held on Saturday, the 9th day of April, 2016 at the Registered Office of the Applicant/Demerged Company 2/Transferee Company at A1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 03.00 PM;
2. The Hon'ble High Court of Judicature at Allahabad, by Order dated the 17thFebruary 2016 dispensed with the requirement of convening the meeting of the Equity Shareholders of the Applicant/Resulting Company 1, Equity Shareholders and Unsecured Creditors of the Applicant/Transferor Company and the Equity Shareholders of the Applicant/Demerged Company 2/ Transferee Company, to consider the Scheme.
3. Jindal Saw Limited, the Applicant/Demerged Company 1/ Resulting Company 2 was incorporated in the State of Delhi under the Companies Act, 1956 **[the Act]** under the name of Saw Pipes Limited vide Certificate of Incorporation dated 31.10.1984 issued by the Registrar of Companies, Delhi and Haryana. The Registered Office of the Applicant/ Demerged Company 1/ Resulting Company 2 was shifted from the State of Delhi to the State of Uttar Pradesh in the year 1997. The name of the Applicant/ Demerged Company 1/ Resulting Company 2 was thereafter changed to its present name vide fresh certificate of incorporation dated 11.01.2005 issued by the Registrar of Companies, Uttar Pradesh and Uttarakhand.
4. The main objects of the Applicant/Demerged Company 1/ Resulting Company 2 are as follows :

"1. To carry on in India or elsewhere, the business of manufacturers of importers, exporters and dealers in all kinds of tubes, pipes, pipes and pipe fittings made of steel Plates of API standards and all other types of plates, M.S. strip, scalp, copper, cast iron, rubber, polythene, aluminium, stainless steel and other materials and machinery, equipments required for manufacture of such items.

2. To carry on the business or businesses of manufacturers, importers, exporters and dealers in steel plates, steel strips, sheets, ferrous and non- ferrous metal including rollers and re-rollers sheet metal, steel, alloy steels, special and stainless steels, aluminium, brass, copper, shafting, bars, rods, wire rods, all kinds of steel wires, flais, plates, blooms, stabs, squares from scrap, sponge iron, pre-produced pillets, billets, ingots, expended metals, hardware materials, hinges, hoops, rounds, circle buckets, fire buckets, bath tubs, mugs, drums, tanks, containers, steel and tubelar furniture of all kinds, and other materials for strong or conveying water, oil and other materials solid or liquid.

3. To carry on the business to establish, build, maintain and operate barrages, jetties, ports, terminals, canals, water ways for transportation by water, cargo, goods, material, passengers, shipping for the purpose of establishing and providing of necessary infrastructure / support / logistics on its own or otherwise in India or elsewhere at sea-shores, river / canal banks, setting up on its own or otherwise inland water-housing, container depots, dry container depots, warehouses, stay houses and to provide all logistical / technical / interface of inland water transport, operation of multi nodal transport systems/ infrastructure support for the operation of business of carriage of all types of goods / material, passengers through water ways, canal, sea, river, ocean, coastal shipping and to construct, develop, improve various water ways, ports, terminals, depots, linking of canals, rivers for the same both in India and abroad and to purchase by import or otherwise, hire, construct, operate, work, ships and vessels by any class including steamships and to establish, operate and maintain lines or regular services of ships and vessels of any class including steamships and generally to carry on the business of shippers, ship owners and to enter into contracts for the carriage of mails, passenger, goods and cargo of any kind by any means and either by the ships and vessels, railways and conveyance of others taken by Company by hire or on lease both in India and abroad.

4. To establish, maintain and operate shipping and all ancillary services and to purchase, take in exchange, charter, hire or otherwise acquire and to own, work, manage and trade with steam, sailing, motor and other ships, tankers, trawlers, drifters, tugs and vessels of all description with all necessary and convenient equipment and to maintain, repair, fit out, refit, improve, insure and alter, sell, exchange or let out on hire or hire purchase or charter or otherwise deal with and dispose of any of the ships, tankers, trawlers, drifters, tugs and vessels or any of their engines, tackle, gear and equipments and to purchase or otherwise acquire any ship or vessel and ship or vessels including steamships now in the course of construction or to be constructed together with all equipments and tools required for the operation, usage and working of the ships or vessels including steamships and to carry on the business in India or elsewhere to provide, commercialize, control, develop, establish, handle, operate, hold, organize, promote, service, supervise, represent and to act as agent, concessionaires, consultants, or deal in all types of cargo activities in all its branches for collecting and delivering either by own arrangements or through representatives or agents, any documents, goods, articles or tings on behalf of customers from one place to another place in any part of the world and to establish maintain and operate transport services in India and outside India as consolidators, break-bulk Cargo Agents for shipping companies, lines and roadways both in India and abroad and to carry on the business of providing all kinds of cargo services such as to collect to deliver parcels, and any other goods and articles in India and abroad and appoint agents, sub-agents in India and abroad to provide the aforesaid services both in India and abroad.

5. The share capital structure of the Applicant/Demerged Company 1/ Resulting Company 2 as on 31.12.2015 is as under :-

Share Capital	**Amount (Rs.)**
Authorized Capital **Equity** 500,000,000 Equity Shares of Rs. 2 each	1,000,000,000.00
Preference 10,000,000 Redeemable Preference shares of Rs.100 each	1,000,000,000.00
Total	**2,000,000,000.00**
Issued Capital 304,537,881 Equity Shares of Rs. 2 each	609,075,762
Total	**609,075,762**
Subscribed and Paid-up Capital 304,533,881 Equity Shares of Rs. 2 each	609,067,762
Forfeited 4,000 Equity Shares of Rs. 2 each (Partly paid up Rs.1 each)	4,000
Total	**609,071,762**

There has been no change in the Share Capital structure of the Applicant/Demerged Company 1/ Resulting Company 2 after 31.12.2015.

The Shares of the Applicant/ Demerged Company 1/ Resulting Company 2 are listed on the National Stock Exchange of India Limited (**NSE**) and the BSE Limited (**BSE**).

6. JITF Infralogistics Limited, the Applicant/Resulting Company 1 was incorporated in the State of Delhi under the Act under the name of Jindal Infralogistics Limited as a limited company vide Certificate of Incorporation dated 03.01.2008 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The

name of the Applicant/ Resulting Company 1 was changed to its present name vide fresh Certificate of Incorporation dated 28.10.2010. The Registered Office of the Applicant/ Resulting Company 1 was shifted from the State of Delhi to the State of Uttar Pradesh and a Certificate to this effect was issued by the Assistant Registrar of Companies, Kanpur on 02.03.2015.

7. The main objects of the Applicant/Resulting Company 1 are as under :-

"1. To make arrangement and to establish, develop handle, own operate, organize, manage, run, charter, conduct, and to act as transporters including storage, handling and transportation of foodgrain and other agri commodities in bulk, bagged, in containerized form on land, air and water, arranging transportation of goods, passengers, articles or things on all routes and lines on national and international level through all sorts of carriers, store in bulk silos or bulk / bagged storage in warehouse and to invest in companies carrying on business of' logistics and to set up and operate climatically controlled facilities for storage of perishable and other commodities to transport bulk liquids through pipelines, bulk dry cargo, loose dry or liquid products to set up and operate inland container, depot container, freight station, to act as commission agent booking agent indenting agents, traveling agents, cargo owners, stevedore, loading and unloading contractors, cartage contractors, C & F agent, liasoner, middlemen, mukadam, munsht. courier, charters and to act as agent of shipping companies, shipping corporation, ship owners and set up rail head storage facilities for all products, procurement and operations of railway racks, wagons for transportation of all commodities including containerized commodities, to render them all types of services relating to customs, excise, port and other related department for coming, going and moving of caption and crews at any Indian Port and within India and to make all necessary arrangements for this purposes, to assist to provide services for lending and shipping of cargo to and from ship and also to provide them or to purchase on their behalf all types of goods, foods, grocery provisions, drinks and other related items and to work as clearing and forwarding agents and as stevedores on behalf of customers and act as container line agents /sub agents and offering logistics solutions to customers in India and abroad.

2. To provide services as consignors, consignee and agents for C & F of goods, materials, luggages, merchandise, animals or passengers, boxes, covers, cards, papers and valuable articles of any description either imported or exported from place to place either by air or by land or river or sea or partly by sea or river and party by land or air and to carry on the business of general carriers, railways and forwarding, agents, clearing agents, warehouseman, storekeepers, bounded careman and common careman and for the purpose to own, hire, take on rent any buildings, warehouses, or other facilities and to operate or own and maintain garages, service, stations, workshops, terminal, freight station, to store, repair, rent, motors, buses, automobiles or other vehicles, to carry out multi model transport operations and to act as third and fourth party logistic service provider.

3. To carry on the business of acting as a nodal agency for development and establishment, operations and maintenance of all types of transport infrastructure and other infrastructure projects and facilities, including without limitation to act as managers, administrators, executors, receivers, operators, custodians, nominees, promoters, developers, agents, attorneys, representatives, counselors, consultants, advisors of infrastructure funds, and other related funds. To carry on the business of transport/carriage of passengers, goods and cargo and to acquire by purchase, lease, exchange, development, construction, build, erect or to demolish, re-erect, alter, repair, remodel roads, highways, flyovers, docks, bridges, cannels, dams, ports, rail network/tracks, platforms, stations, inland, transport facilities loading/unloading of goods by machines or otherwise, warehouses, container depot or any structural work of any kind whatsoever and for such purpose to prepare estimates designs, plans, specifications or models and to do such other or any act that may be requisite thereof.

4. To design, procure, lay, maintain, operate, hire/ lease and own railway lines, locomotives, railway tracks, railway signaling and other auxiliary and accessories required for smooth running of railways with suitable connectivity to the railway network; mass rapid transport system for passengers, cargo and goads of every description both in India and abroad and to maintain, operate, own or otherwise either on its own with/through other transport systems of all kinds both for passengers and goods of all description and maintain, operate and own, fleets of trucks, buses, cars, lorries, tramways, wagons, coaches, locomotives to support modern transport infrastructure. To establish, build, maintain and operate transport infrastructure development including road, rail network, tracks, bridges, airports, toll-collections centers, transportation equipment platforms, stations, warehouses, container depot, godowns, loading/unloading of goods/ cargo by machines, or otherwise terminals, bays for transportation/movement of cargo, goods, material, passengers for the purpose of establishing and providing of necessary infrastructure/ support/ logistics on its own or otherwise in India or elsewhere and to provide ail logistical/ technical/ interface of rail network, inland water transport, operation of multi nodal transport systems/ infrastructure support for the operation of business of carriage of all types of goods/ material, passengers through railways, road, waterways, canal, sea, river, ocean, coastal shipping and to construct, develop, improve various road, rail tracks/ network, water ways, ports, terminals, stations, warehouses, godown, depots for the same both in India and abroad and to purchase

by import or otherwise hire, construct, operate, work, transportation equipment including locomotives, wagons, containers, ancillaries aircrafts, ships and vessels of any class or type and to establish, operate and maintain regular services of aircrafts, trains, railways, ships and vessels of any class and generally to carry on the business of transport infrastructure developers, transporter, shippers and to enter into contracts for the carriage of mails, passengers, goods and cargo of any kind by any means and either by the ships and vessels, railways, trucks, lorries and conveyance of others taken by company by hire or on lease both in India and abroad.

5. *To carry on anywhere in India or abroad the business of building, assembling, fitting, constructing, repairing, servicing and managing ships, other seagoing vessels and vessels for inland/ waterways of every kind and description and to carry on the business of manufacturers, hires, repairers, cleaners of, and dealers in all types of aircrafts, hovercrafts and other craft of all types and descriptions that are capable of being flown in air or run on land whether on dry land or water ways like rivers, lakes or sea, whether carrying passengers or cargo and other equipments of whatever nature or kind which are presently being, used or may be used hereinafter in aircrafts or hovercrafts.*
6. *To manufacture build, construct, develop, buy, sell, import, export, assemble, equip, distribute, exchange barter, let on hire, buy or sell on hire-purchase or installment system, tankers, tractors, combines, jeeps, trollies or otherwise deal in lorries, trucks, buses, motors, cars, wagons or other motor vehicle of all kinds and descriptions arid generally to carry on the business as manufacturers repairs, assemblers, mechanical engineers, carriage builders of motors, omnibuses, taxi-cars, lorries and all other kinds of vehicle vessels and wagons 'for the transport of persons and goods.*"

8. The share capital structure of the Applicant/Resulting Company 1 as on 31.12.2015 is as under :-

Share Capital	**Amount (Rs.)**
Authorized Capital	
Equity	
2,50,000 Equity Shares of Rs. 2 each	5,00,000
Total	**5,00,000**
Issued, Subscribed and Paid-up Capital	
Equity	
2,50,000 Equity Shares of Rs. 2 each	5,00,000
Total	**5,00,000**

There has been no change in the Share Capital structure of the Applicant/Demerged Company 1/Resulting Company 1 after 31.12.2015. The Applicant/Resulting Company 1 is a wholly owned subsidiary of Applicant/ Demerged Company 1/ Resulting Company 2

9. JITF Shipyards Limited, the Applicant/Transferor Company was incorporated in the State of Delhi under the Act under the name of Jindal Shipyard Limited vide Certificate of Incorporation dated 29.03.2007 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The name of the Applicant/Transferor Company was changed to Jindal Shipyards Limited vide fresh Certificate of Incorporation dated 07.12.2007 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The name of the Applicant/Transferor Company was thereafter changed to its present name vide fresh Certificate of Incorporation dated 28.10.2010 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The Registered Office of the Applicant/ Transferor Company was shifted from the State of Delhi to the State of Uttar Pradesh and a Certificate to this effect was issued by the Assistant Registrar of Companies, Kanpur on 02.03.2015.
10. The main objects of the Applicant/Transferor Company are as under :-

"1. To carry on business of Shipbuilding, Shipping, Naval Architecture, Marine Engineering, and Ocean Engineering and to undertake manufacture, repairs and maintenance jobs for all kinds of ships, river, sea going and Amphibian vessels and to carry on the business of manufactures, designers; consultants, surveyors, exports, buyers, sellers, hirers, renters, chatterers, assemblers, exporters, importers,. distributors, ship chandlers, agents, dealers of machinery, equipment, attachments, accessories, components and such other items required for all types of Ships, River Sea Going and Amphibian vessels, Ocean Engineering Industry and Fabrication Industry both in India and abroad.

2. *To undertake and carry on the business of ship, building, shippers, ship-owners, repairers, re-fitters, fabricators, designers and manufactures of Barges, Pontoons, Tugs, Lonches, Dredges, Fishing Trawlers, Offshore structures, platforms, towers and others of inland, harbour and seagoing crafts and structures with or without steam, sail motor or other means of propulsion, with steel, wood, cement, aluminum or reinforced plastics, or any other construction materials, and carry on the business as _ designers, engineers, manufactures, assemblers, erectors of various mechanical, structural, electrical and electronic equipments, fitting, piping, cabling, including refrigeration, ventilation, air-conditioning, instrumentation of all types of machinery; implements and hardware required for marine offshore, harbours, ports and ancillary services both in India and abroad.*
3. *To carry on the business to establish, build, maintain and operate barrages, jetties, ports, terminals, canals, water ways for transportation by water, cargo, goods, material, passengers, shipping for the purpose of establishing and providing of necessary infrastructure / support / logistics on its own or otherwise in India or elsewhere at sea-shores, river / canal banks, setting up on its own or otherwise inland water-housing, container depots, dry container depots, warehouses, stay houses and*

to provide all logistical / technical / interface of inland water transport, operation of multi nodal transport systems/infrastructure support for the operation of business of carriage of all types of goods / material, passengers through water ways, canal, sea, river, ocean, coastal shipping and to construct, develop, improve various water ways, ports, terminals, depots, linking of canals, rivers for the same both in India and abroad and to purchase by import or otherwise, hire, construct, operate, work, ships and vessels by any class including steamships and to establish, operate and maintain lines or regular services of ships and vessels of any class including steamships and generally to carry on the business of shippers, ship owners and to enter into contracts for the carriage of mails, passenger, goods and cargo of any kind by any means and either by the ships and vessels, railways and conveyance of others taken by Company by hire or on lease both in India and abroad.

4. *To establish, maintain and operate shipping and all ancillary services and to purchase, take in exchange, charter, hire or otherwise acquire and to own, work, manage and trade with steam, shipping yard, terminals, sailing, motor and other ships, tankers, trawlers, drifters, tugs and vessels of all description with all necessary and convenient equipment and to maintain, repair, fit out, refit, improve, insure and alter, sell, exchange or let out on hire or hire purchase or charter or otherwise deal with and dispose of any of the ships, tankers, trawlers, drifters, tugs and vessels or any of their engines, tackle, gear and equipment and to purchase or otherwise acquire any ship or vessel and ship or vessels including steamships now in the course of construction or to be constructed together with all equipments and tools required for the operation, usage and working of the ships or vessels including steamships and to carry on the business in India Or elsewhere to provide, commercialize, control, develop, establish, handle, operate, hold, organize, promoter, service, supervise, represent and to act as agent, concessionaires, consultants, or deal in all types of cargo activities in all its branches for collecting and delivering either by own arrangements or through representatives or agents, any documents, goods, articles or tings on behalf of customers from one place to another place in any part of the world and to establish maintain and operate transport services in India and outside India as consolidators, break-bulk Cargo Agents for shipping companies, lines and roadways both in India and abroad and to carry on the business of providing all kinds of cargo services such as to collect to deliver parcels, and any other goods and articles in India and abroad and appoint agents, sub-agents in India and abroad to provide the aforesaid services both in India and abroad.*

5. *To act as technical, engineering and management consultant for shipping, shipping yard, shipping terminals, water/waste water treatment systems and to prepare detailed project reports, plan layouts, concepts, strategy and provide technical, advise, guidance, supervision in the erection, installation, commissioning of water/waste water treatment industrial and residential projects or otherwise and to carry out any environmental impact assessment studies and to enter into agreement with Indian or foreign parties for giving otherwise and to enter into agreement with Indian or foreign parties for giving advise and to carry on the business of providing representation, advisory, facilitation, marketing distribution, commercial, legal, techno-economic, liaison, collaboration, joint-ventures, mergers, acquisition, take over, partner hunting, incubation, logistics and other allied services to Indian and international corporate, international agencies, government and non-government organization and to generally act as agents or representative in relation to the aforesaid services either directly or through in association with other business organization whether in India and abroad and to carry on the business of advisors and/or consultants on all matters and problems relating to water/waste water treatment plant and to act as administrators or managers herein mentioned both in India and abroad.*

6. *To carry on the business of construction and to provide consultancy including quality control, inspections, safety and other related activities in all fields of infrastructure including but not limited to transportation, shipping, shipping terminals, shipping yard, ports, city development, planning, real estate development and other allied activities both in India and abroad and to render services in the field of sustainable, environment system, land water, air quality, noise, odour, ecology, archaeology, technology, infrastructure and people and to develop or render assistances in the development of policies, strategies, and action plans that meet the requirements for sustainable development both in India and abroad..*"

11. The share capital structure of the Applicant/Transferor Company as on 31.12.2015 is as under :-

Share Capital	**Amount (Rs.)**
Authorized Capital Equity 80,000,000 Equity Shares of Rs.10 each	800,000,000
Total	800,000,000
Issued, Subscribed and Paid-up Capital 7,57,68,653 Equity Shares of Rs.10 each	75,76,86,530
Total	75,76,86,530

There has been no change in the share capital structure of the Applicant/Transferor Company after 31.12.2015. The Applicant/ Transferor Company is a wholly owned subsidiary of Applicant/ Demerged Company 1/ Resulting Company 2.

12. JITF Waterways Limited, the Applicant/Demerged Company 2/ Transferee Company was incorporated in the State of Delhi under the Act under the name of Jindal

Waterways Limited vide Certificate of Incorporation dated 24.01.2007 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The name of the Applicant/Demerged Company 2/ Transferee Company was changed to its present name vide fresh Certificate of Incorporation dated 13.12.2010 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The Registered Office of the Applicant/ Demerged Company 2/ Transferee Company was shifted from the State of Delhi to the State of Uttar Pradesh and a Certificate to this effect was issued by the Assistant Registrar of Companies, Kanpur on 09.03.2015.

13. The main objects of the Applicant/Demerged Company 2/ Transferee Company are as under :-

"1. To carry on the business to establish, build, maintain and operate barrages, jetties, ports, terminals, canals, water ways for transportation by water, cargo, goods, material, passengers, shipping for the purpose of establishing and providing of necessary infrastructure / support / logistics on its own or otherwise in India or elsewhere at sea-shores, river / canal banks, setting up on its own or otherwise inland water-housing, container depots, dry container depots, warehouses, stay houses and to provide all logistical / technical / interface of inland water transport, operation of multi nodal transport systems/infrastructure support for the operation of business of carriage of all types of goods / material, passengers through water ways, canal, sea, river, ocean, coastal shipping and to construct, develop, improve various water ways, ports, terminals, depots, linking of canals, rivers for the same both in India and abroad and to purchase by import or otherwise, hire, construct, operate, work, ships and vessels by any class including steamships and to establish, operate and maintain lines or regular services of ships and vessels of any class including steamships and generally to carry on the business of shippers, ship owners and to enter into contracts for the carriage of mails, passenger, goods and cargo of any kind by any means and either by the ships and vessels, railways and conveyance of others taken by Company by hire or on lease both in India and abroad.

2. To establish, maintain and operate shipping and all ancillary services and to purchase, take in exchange, charter, hire or otherwise acquire and to own, work, manage and trade with steam, sailing, motor and other ships, tankers, trawlers, drifters, tugs and vessels of all description with all necessary and convenient equipment and to maintain, repair, fit out, refit, improve, insure and alter, sell, exchange or let out on hire or hire purchase or charter or otherwise deal with and dispose of any of the ships, tankers, trawlers, drifters, tugs and vessels or any of their engines, tackle, gear and equipments and to purchase or otherwise acquire any ship or vessel and ship or vessels including steamships now in the course of construction or to be constructed together with all equipments and tools required for the operation, usage and working of the ships or vessels including steamships and to carry on the business in India or elsewhere to provide, commercialize, control, develop, establish, handle, operate, hold, organize, promote, service, supervise, represent and to act as agent, concessionaires, consultants, or deal in all types of cargo activities in all its branches for collecting and delivering either by own arrangements or through representatives or agents, any documents, goods, articles or tings on behalf of customers from one place to another place in any part of the world and to establish maintain and operate transport services in India and outside India as consolidators, break-bulk Cargo Agents for shipping companies, lines and roadways both in India and abroad and to carry on the business of providing all kinds of cargo services such as to collect to deliver parcels, and any other goods and articles in India and abroad and appoint agents, sub-agents in India and abroad to provide the aforesaid services both in India and abroad.

3. To render services in the field of sustainable environment management systems, land, water, air, quality, noise, odour, ecology, archaeology, technology, infrastructure and people and to develop or render assistance in the development of policies, strategies and action plans that meet the requirements for sustainable development both in India and abroad and to apply integrated environmental and engineering skills to a comprehensive range of activities from waste management, strategy and implementation to all. areas of waste / water facility development, management, environmental protection and closure/ restoration both in India and abroad and to render consultancy services in the field of civil, mechanical & electrical engineering, operations & maintenance, architectural, environmental maintenance, energy efficiency, water conservation, and material & resource conservation, indoor environment quality, renewable energy & power, shipping lines both in India and abroad and to provide consultancy & project management services, including quality control, inspections, safety and other related activities, in all fields of infrastructure, including but not limited to transportation, ports, city development, planning, real estate development and other allied activities both in India and abroad and to carry on the business to provide water for human consumption or industrial / medical purposes for any industry and residential areas according to specified norms and for that purpose to lay down, build, operate, construct, renovate any plant and machinery, pipeline project, booster station, pumping station, treatment plants, etc. and also to form joint ventures with any entity in India and abroad and also special purpose vehicles in suitable form and size and to enter in to technical and financial arrangements with any entity to carry out objects both in India and abroad and to carry on the business to set up water / waste water treatment plants as well as transmission and clear water mains including distribution systems in the areas where there is need for adequate water supply and dispose of the waste water and to set up wherever required water pumping stations / facilities/ treatment plants and required reservoirs or any other facility / proper management system in this regard to supervise and render services regarding to execution, implementation including project management both in India and abroad.

4. To act as technical, engineering and management consultant for water / waste water treatment systems and to prepare detailed project reports, plan layouts,

concepts, strategy and provide technical, advice, guidance, supervision in the erection, installation, commissioning of water / waste water treatment industrial and residential projects or otherwise and to carry out any environmental impact assessment studies and to enter into agreement with Indian or foreign parties for giving otherwise and to enter into agreement with Indian or foreign parties for giving advice and to carry on the business of providing representation, advisory, facilitation, marketing distribution, commercial, legal, techno - economic, liaison, collaboration, joint-ventures, mergers, acquisition, take over, partner hunting, incubation, logistics and other allied services to Indian and international corporate, international agencies, government and non-government organization and to generally act as agents or representative in relation to the aforesaid services either directly or through in association with other business organization whether in India and abroad and to carry on the business of advisors and / or consultants on all matters and problems relating to water / waste water treatment plant and to act as administrators or managers herein mentioned both in India and abroad."

14. The share capital structure of the Applicant/Demerged Company 2/ Transferee Company as on 31.12.2015 is as under :-

Share Capital	Amount (Rs.)
Authorized Capital	
Equity 210,000,000 Equity Shares of Rs.10 each	2,100,000,000
Total	**2,100,000,000**
Issued, Subscribed and Paid-up Capital 20,44,79,356 Equity Shares of Rs. 10 each	2,044,793,560
Total	**2,044,793,560**

There has been no change in the Share Capital structure of the Applicant/Demerged Company 2/ Transferee Company after 31.12.2015. The Applicant/Demerged Company 2/ Transferee Company is a wholly owned subsidiary of Applicant/ Transferor Company.

15. **BACKGROUND AND RATIONALE TO THE SCHEME**

i. The Applicant/Demerged Company 1/ Resulting Company 2 currently has business interests in diverse businesses such as manufacturing of steel pipes and steel pellets and infrastructure business. The management of the Applicant/ Demerged Company 1/ Resulting Company 2 believes that the business interests of the Applicant/ Demerged Company 1/ Resulting Company 2 in the Demerged Undertaking 1 (as defined in the Scheme), which comprises of the business interests of the Applicant/ Demerged Company 1/ Resulting Company 2 in the infrastructure sector, require dedicated management focus and business strategies to develop the growth potential in the relevant business market. With a view to achieve greater management focus on its business interests in the manufacturing of steel pipes and steel pellets, the management of the Applicant/ Demerged Company 1/ Resulting Company 2 proposes to demerge its business interests in the infrastructure sector comprising of the Demerged Undertaking 1, and vest the same with the Applicant/ Resulting Company 1. The Applicant/ Demerged Company 1/ Resulting Company 2 will retain the manufacturing of steel pipes and steel pellets businesses. Further, the demerger of the Demerged Undertaking 1 and vesting of the same with Applicant/ Resulting Company 1 would enable the Applicant/ Resulting Company 1 to focus on infrastructure business and further create value for all of its stakeholders.

ii. Further, the Applicant/ Transferor Company and the Applicant/ Demerged Company 2/ Transferee Company, both are engaged in the business of waterways transportation, consisting of, both ocean waterways and inland waterways transport system. That with a view to consolidate the business of the Applicant/ Transferor Company and the Applicant/ Demerged Company 2/ Transferee Company, the Scheme envisages the amalgamation of the Applicant/ Transferor Company into and with Applicant/ Demerged Company 2/ Transferee Company. That the proposed amalgamation of the Applicant/ Transferor Company into and with the Applicant/ Demerged Company 2/ Transferee Company would result in consolidation of waterways operations, which would lead to synergies, reduction in operation cost, operation efficiencies and would further result in better growth prospects in the inland waterways transportation business.

iii. That the Scheme further provides that pursuant to the above mentioned Amalgamation, the Applicant/ Demerged Company 2/ Transferee Company shall become a direct subsidiary of the Applicant/ Demerged Company 1/ Resulting Company2. That the Applicant/ Demerged Company 2/ Transferee Company has diverse interests in the business of ocean waterways, inland waterways transportation and business process outsourcing. The Applicant/ Demerged Company 1/Resulting Company operates various manufacturing and job work facilities situated in India, the United States of America, Italy and Dubai etc. for production and sale of finished goods. With a view to integrate the manufacturing presence of the Applicant/Demerged Company 1/Resulting Company 2 in India and abroad, it is imperative for the said Company to have its own ocean logistics support system for transit of finished goods between multiple domestic/international locations. The Scheme therefore provides for the demerger of the Demerged Undertaking 2 (as defined in the Scheme) of the Applicant/ Demerged Company 2/ Transferee Company and vesting of the same with the Applicant/ Demerged Company 1/ Resulting Company 2 in order to enable the Applicant/ Demerged Company 1/ Resulting Company 2 to strengthen its ocean logistic capabilities by providing the Applicant/ Demerged Company 1/ Resulting Company 2 with efficient in-house ocean logistic facilities. This demerger shall also insulate the Applicant/Demerged Company 1/ Resulting Company 2 from the vagaries of third party logistic providers in the shipping industry and stabilize the operating costs of the said Company.

iv. In view of the aforesaid facts, the Board of Directors

of the Applicant Companies have approved the Composite Scheme of Arrangement.

16. The salient features of the Scheme are as follows:-

[In the sub-paragraphs of this paragraph 16, Jindal Saw Limited is referred to as the Demerged Company 1 or Resulting Company 2 as the context may admit; JITF Infralogistics Limited is referred to as the Resulting Company 1; JITF Shipyards Limited is referred to as the Transferor Company and JITF Waterways Limited is referred to as the Demerged Company 2 or Transferee Company as the context may admit]

16.1 Part B of Section I of the Scheme deals with demerger of Demerged Undertaking 1 of the Demerged Company 1 (as defined in the Scheme) and vesting of the same in Resulting Company 1, in accordance with Section 2 (19AA) of the Income Tax Act, 1961 and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

16.2 Part B of Section II deals with amalgamation of the Transferor Company with the Transferee Company, in accordance with Section 2 (1B) of the Income Tax Act, 1961 and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

16.3 Part B of Section III deals with demerger of Demerged Undertaking 2 of the Demerged Company 2 (as defined in the Scheme) and vesting of the same in Resulting Company 2, in accordance with Section 2 (19AA) of the Income Tax Act, 1961 and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

16.4 **"Demerged Business 1"**as defined in the Scheme comprises of the business and business interests of the Demerged Company 1 in the infrastructure business inter alia through subsidiaries of the Demerged Company 1 engaged in the infrastructure business.

16.5 **"Demerged Undertaking 1"**as defined in the Scheme means the undertaking of the Demerged Company 1, pertaining to the Demerged Business 1, which shall be inclusive of, but not limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Demerged Company 1 pertaining to the Demerged Business 1;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Demerged Company 1 pertaining to the Demerged Business 1;

(iii) all debts, borrowings and liabilities, whether present or future, whether secured or unsecured availed by the Demerged Company 1 pertaining to the Demerged Business 1;

(iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax, tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(vii) all employees of the Demerged Company 1 employed in relation to the Demerged Business 1;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company 1 pertaining to the Demerged Business 1;

(ix) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Demerged Company 1 in connection with the Demerged Business 1; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Demerged Company 1 and pertaining to the Demerged Business.

16.6 "Demerger Appointed Date 1"as defined in the Scheme means the opening of business hours as on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Demerged Company 1 and the Resulting Company 1, being the time and date with effect from which Section I of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of the Scheme.

16.7 Subject to the provisions of Section I of the Scheme in relation to the modalities of demerger and vesting, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Demerged Undertaking 1, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall demerge from the Demerged Company 1 and be transferred to

and vest in the Resulting Company 1, and shall become the property of and an integral part of the Resulting Company 1 subject to the existing charges and encumbrances, if any, created by the Demerged Company 1 in favour of its lenders or the lenders of its subsidiaries or group companies, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Demerged Company 1 or the Resulting Company 1.

16.8 The Scheme provide that upon the Scheme becoming effective, the Equity Shareholders of the Demerged Company 1 shall be issued 50 Equity Shares of the face value of Rs.2/- each credited as fully paid up in the Resulting Company 1 for every 622 Equity Shares of the face value of Rs.2/- each held in the Demerged Company 1.

16.9 The Scheme further provides for the eventuality of issuance of Zero Coupon Compulsorily Convertible Debentures in the manner as provided for in Clause 4.6 of Section 1 of the Scheme.

16.10 The Scheme further provides that upon Section 1 of the Scheme becoming effective, the difference between the amount of assets, liabilities and accumulated accounting losses (if any), pertaining to the Demerged Undertaking 1 being transferred and the amount of investments held by the Demerged Company 1 in the Resulting Company 1 and cancelled by the Demerged Company 1 shall first be adjusted against the Capital Redemption Reserve Account of the Demerged Company 1 and then against the Capital Reserve of the Demerged Company 1 and the balance, if any, shall be adjusted against the Securities Premium Account of the Demerged Company 1.

16.11 The Scheme further proposes that upon the Scheme becoming effective, the paid up equity share capital of the Resulting Company 1 as held by the Demerged Company 1 shall be cancelled. Further, subject to the provisions of the Scheme, the Resulting Company 1 shall make an application for listing and trading of the equity shares allotted to the shareholders of the Demerged Company 1 in the Resulting Company 1.

16.12 **"Amalgamation Appointed Date"** as defined in the Scheme means the opening of business hours on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Transferor Company and the Transferee Company, being the time and date with effect from which Section II of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of the Scheme.

16.13 **"Transferor Company"**as defined in the Scheme shall have the meaning ascribed to it in Recital A of Section II hereto and shall include but not be limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Transferor Company, including without limitation, the fixed assets listed in Schedule 1of the Scheme;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Transferor Company;

(iii) all debts, borrowings and liabilities (including the Transferor Company CCDs, if any), whether present or future, whether secured or unsecured availed by the Transferor Company;

(iv) all permits, rights, entitlements, licenses, approvals,grants,allotments,recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax, tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Transferor Company;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Transferor Company;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Transferor Company;

(vii) all employees of the Transferor Company;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Transferor Company;

(ix) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Transferor Company; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Transferor Company.

16.14 Subject to the provisions of Section II of the Scheme in relation to the modalities of amalgamation, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferor Company, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall amalgamate with the Transferee Company, and shall become the property of and an integral part of the Transferee Company subject to the existing charges and encumbrances, if any, created by the Transferor Company in favour of its lenders or the lenders of its subsidiaries or group companies, by operation

of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Transferor Company or the Transferee Company.

16.15 The Scheme further provides that upon the Scheme becoming effective, each Equity Shareholder of the Transferor Company shall be issued 26.987 Equity Shares of the face value of Rs.10/- each in the Transferee Company for every 10 Equity Shares of the face value of Rs.10/- each held in the Transferor Company.

16.16 The Scheme further provides for the treatment of any fractional entitlement which may arise.

16.17 It is provided for in the Scheme that upon Section II of the Scheme coming into effect, the accumulated accounting loss of the Transferor Company shall be adjusted against the Capital Reserve Account of the Transferee Company and there shall be a reduction in the Securities Premium account of the Transferee Company.

16.18 **"Demerged Business 2"** as defined in the Scheme comprises of the business and business interests of the Demerged Company 2 in the ocean water ways business inter alia through subsidiaries of the Demerged Company 2 engaged in the ocean waterways business.

16.19 **"Demerged Undertaking 2"** as defined in the Scheme means the undertaking of the Demerged Company 2, pertaining to the Demerged Business 2, which shall be inclusive of, but not limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Demerged Company 2 pertaining to the Demerged Business 2, including without limitation, the fixed assets listed in Schedule 2 of the Scheme;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Demerged Company 2 pertaining to the Demerged Business 2;

(iii) all debts, borrowings and liabilities (including the Transferee Company CCDs, if any), whether present or future, whether secured or unsecured availed by the Demerged Company 2 pertaining to the Demerged Business 2;

(iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax (including carry forward tax business losses and unabsorbed depreciation), tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(vii) all employees of the Demerged Company 2 employed in relation to the Demerged Business 2;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company 2 pertaining to the Demerged Business 2;

(ix) all legal, tax, regulatory, quasi judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Demerged Company 2 in connection with the Demerged Business 2; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Demerged Company 2 and pertaining to the Demerged Business 2.

16.20 "Demerger Appointed Date 2" as defined in the Scheme means the opening of business hours as on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Demerged Company 2 and the Resulting Company 2, being the time and date with effect from which Section III of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of the Scheme.

16.21 Subject to the provisions of Section III of the Scheme in relation to the modalities of demerger and vesting, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Demerged Undertaking 2, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall demerge from the Demerged Company 2 and be transferred to and vest in the Resulting Company 2, and shall become the property of and an integral part of the Resulting Company 2 subject to the existing charges and encumbrances, if any, created by the Demerged Company 2 in favour of its lenders or the lenders of its subsidiaries or group companies, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Demerged Company 2 or the Resulting Company 2.

16.22 The Scheme provides that upon Section III of the Scheme coming into effect, the accumulated losses pertaining to the Demerged Undertaking 2 and the debit balance (if any), of the Restructuring

Reserve Account of the Resulting Company 2 shall be adjusted against the Capital Redemption Reserve Account of the Resulting Company 2 and then against the Capital Reserve of the Resulting Company 2 and the balance, if any, shall be adjusted against the Securities Premium Account of the Resulting Company 2.

16.23 The Scheme further provides that upon Section III of the Scheme coming into effective, there shall be a reduction in the paid up equity share capital of the Demerged Company 2 in terms of Clause 5.5 of Section III of the Scheme.

16.24 The Scheme further provides that upon Section II of the Scheme coming into effect, the Transferor Company shall stand dissolved without the process of winding up.

The aforesaid are only the salient features of the Scheme. You are requested to read the entire text of the Scheme to get fully acquainted with the provisions thereof.

17. The rights and interests of the members and the creditors of the Applicant Companies will not be prejudicially affected by the Scheme.

18. No investigation proceedings have been instituted or are pending in relation to the Applicant Companies under Sections 235 and 250A of the Act or such other equivalent provisions of the Companies Act 2013, as applicable.

19. The directors of the Applicant Companies may be deemed to be concerned and/or interested in the Scheme only to the extent of their shareholding in the said Companies, or to the extent the said directors are common directors in the Companies.

20. The details of the present directors of the Applicant/ Demerged Company 1/Resulting Company 2, and their shareholding in each of the Applicant/Demerged Company 1/Resulting Company 2 **("A")**, Applicant/ Resulting Company 1 **("B")**, Applicant/Transferor Company **("C")** and the Applicant/Demerged Company 2/Transferee Company **("D")** either singly or jointly as on 28th February, 2016 are as follows :-

S. N.	Name of Director	Age (Years)	Position	Equity Shares			
				A	B	C	D
1.	Prithvi Raj Jindal	65	Chairman, Non-executive Director	98700	Nil	100*	100*
2.	Sminu Jindal	43	Managing Director	15000	100*	100*	100*
3.	Shradha Jatia	42	Non-executive Director	Nil	Nil	Nil	Nil
4.	Tripti Puneet Arya	36	Non-executive Director	15000	Nil	Nil	Nil
5.	Neeraj Kumar	53	Group CEO & Whole time-director	Nil	Nil	Nil	Nil
6.	Hawa Singh Chaudhary	63	Whole time-director	Nil	Nil	Nil	Nil
7.	Saibal Kanti Gupta	78	Independent Director	Nil	Nil	Nil	Nil
8.	Devi Dayal	75	Independent Director	Nil	Nil	Nil	Nil
9.	Girish Sharma	65	Independent Director	Nil	Nil	Nil	Nil
10.	Raj Kamal Agarwal	64	Independent Director	Nil	Nil	Nil	Nil
11.	Ravinder Nath Leekha	67	Independent Director	Nil	Nil	Nil	Nil
12.	Abhiram Tayal	63	Independent Director	Nil	Nil	Nil	Nil

* Nominee of Holding Company

21. The details of the present directors of the Applicant/ Resulting Company 1 and their shareholding in each of the Applicant/Demerged Company 1/Resulting Company 2 **("A")**, Applicant/Resulting Company 1 **("B")**, Applicant/ Transferor Company **("C")** and the Applicant/Demerged Company 2/Transferee Company **("D")** either singly or jointly as on 28th February, 2016 are as follows :-

S. N.	Name of Director	Age (Years)	Position	Equity Shares			
				A	B	C	D
1.	Rakesh Gupta	44	Director	Nil	Nil	Nil	Nil
2.	Deepak Goyal	38	Director	2	Nil	Nil	Nil
3.	Alok Kumar	34	Director	Nil	Nil	Nil	Nil

22. The details of the present directors of the Applicant/ Transferor Company and their shareholding in each of the Applicant/Demerged Company 1/Resulting Company 2 **("A")**, Applicant/Resulting Company 1 **("B")**, Applicant/ Transferor Company **("C")** and the Applicant/Demerged Company 2/Transferee Company **("D")** either singly or jointly as on 28th February, 2016 are as follows :-

S. N.	Name of Director	Age (Years)	Position	Equity Shares			
				A	B	C	D
1.	Sunil Kumar Jain	55	Director	Nil	Nil	100*	Nil
2.	Deepak Goyal	44	Director	2	Nil	Nil	Nil
3.	Alok Kumar	34	Director	Nil	Nil	Nil	Nil
4.	Ravinder Nath Leekha	66	Independent Director	Nil	Nil	Nil	Nil
5	Raj Kamal Agarwal	63	Independent Director	Nil	Nil	Nil	Nil

*Nominee of Holding Company

23. The details of the present directors of the Applicant/ Demerged Company 2/Transferee Company and their shareholding in each of the Applicant/Demerged Company 1/Resulting Company 2 **("A")**, Applicant/ Resulting Company 1 **("B")**, Applicant/Transferor Company **("C")** and the Applicant/Demerged Company 2/Transferee Company **("D")** either singly or jointly as on 28th February, 2016 are as follows :-

S. N.	Name of Director	Age (Years)	Position	Equity Shares			
				A	B	C	D
1.	Alok Kumar	34	Director	Nil	Nil	Nil	Nil
2.	Preetika Singh Johar	28	Director	Nil	Nil	Nil	Nil
3.	Raj Kamal Agarwal	63	Independent Director	Nil	Nil	Nil	Nil
4.	Ravinder Nath Leekha	66	Independent Director	Nil	Nil	Nil	Nil

24. The shareholding pattern of the Applicant/Demerged Company 1/ Resulting Company 2 as on 31st December, 2015 is set out below :-

JINDAL SAW LIMITED As on 31/12/2015																		
Table - I Summary of Statement holding of specified securities																		
Category (I)	Category of shareholder (II)	No.of Share-hold-ers	No. of fully paid up eq-uity shares held (iv)	No. of Partly paid up equity shares held (v)	No.of Shares underlying Depository Receipts (vi)	Total nos. shares held (VII)=(IV)+ (V)+(VI)	Shareholding as a % of total no.of shares (calcu-lated as per SCRR,1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)				No.of Shares Underlying Outstand-ing con-vertible securities (Including warrants) (X)	Shareholding as a % assuming full conver-sion of convertible securi-ties (as a percentage of di-luted share capital	Number of locked in Shares (XII)		Number of Shares pledged or other-wise encumbered (XIII)		Number of Equity shares held in demate-rialised form (XIV)
								No.of Voting Rights			Total as a % of (A+B+C)			No. (a)	As a % of total shares held (b)	No. (a)	As a % of total shares held (b)	
								Class eg: X	Class eg:Y	Total								
(A)	Promoter & Promoter Group	34	156129215	0	0	156129215	51.27	156129215	0	156129215	51.27	15223486	53.59	28307110	18.13	6374502	4.08	153462215
(B)	Public	47791	148401416	0	0	148401416	48.73	148401416	0	148401416	48.73	0	46.41	0	0	0	0	116595786
(C.)	Non Promoter - Non Public	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
(C1)	Shares underlying DRs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(C2)	Shares held by Employee Trusts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	47825	304530631	0	0	304530631	100	304530631	0	304530631	100	15223486	100	28307110	9.30	6374502	2.09	270058001

25. There will be no change in the equity shareholding pattern of Applicant/Demerged Company 1/ Resulting Company 2 upon the Scheme becoming effective.

26. The shareholders of the Applicant/Resulting Company 1 as on 31st December, 2015 is as set out below :-

Name of Equity Shareholder	No. of Equity Shares Held	% holding
M/s Manjula Finances Ltd*	500	0.2
M/s Renuka Financial Services Ltd*	500	0.2
M/s Goswamis Credits & Investment Ltd.*	500	0.2
Ms. Sminu Jindal*	500	0.2
Mr. Indresh Batra*	500	0.2
Mr. Ranjit Malik*	1000	0.4
M/s Jindal Saw Ltd	246500	98.6
TOTAL	250000	100
*On behalf of Jindal Saw Ltd		

27. The expected shareholding pattern of the Applicant/Resulting Company 1 upon the Scheme becoming effective and the consequent listing of the equity shares of the Applicant/Resulting Company 1 is as follows:

JITF Inftralogistics Ltd. As on 31/12/2015

Table - I Summary Statement holding of specified securities

Category (I)	Category of shareholder (II)	No.of Share-holders	No. of fully paid up eq-uity shares held (iv)	No. of Partly paid up equity shares held (v)	No.of Shares underlying Depository Receipts (vi)	Total nos. shares held (VII)=(IV)+ (V)+(VI)	Shareholding as a % of total no.of shares (calcu-lated as per SCRR,1957) (VIII) As a % of (A+B+ C2)	Number of Voting Rights held in each class of securities (IX)				No.of Shares Underlying Out-standing convertible securities (Including warrants) (X)	Shareholding as a % assuming full conversion of convertible securities (as a percentage of di-luted share capital	Number of locked in Shares (XII)		Number of Shares pledged or other-wise encumbered (XIII)		Number of Eq-uity shares held in dematerialised form (XIV)
								No.of Voting Rights			Total as a % of (A+B+C)			No. (a)	As a % of total shares held (b)	No. (a)	As a % of total shares held (b)	
								Class X	Class Y	Total								
(A)	Promoter & Promoter Group	34	12550564	0	0	12550564	51.27	12550564	0	12550564	51.27	0	51.27	2275491	18.13	6374502	50.79	12336176
(B)	Public	44554	11929390	0	0	11929390	48.73	11929390	0	11929390	48.73	0	48.73	0	0	0	0	9360557
(C)	Non Promoter - Non Public	0	0	0	0	0		0	0			0		0				0
(C1)	Shares underlying DRs					0	0	0	0	0	0	0	0	0	0	0	0	0
(C2)	Shares held by Employee Trusts					0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	44588	24479954	0	0	24479954	100	24479954	0	24479954	100	0	100	2275491	9.3	6374502	26.04	21696733

28. The shareholders of the Applicant/Transferor Company as on 28th February, 2016 is as set out below :-

Name of Equity Shareholder	No. of Equity Shares Held	% holding
Ms. Sminu Jindal*	100	0.01
Mr. Prithvi Raj Jindal*	100	0.01
Mr. Sunil Kumar Jain*	100	0.01
Mr. N.K. Agarwal*	100	0.01
Mr. Vinay Gupta*	100	0.01
Mr. Rajeev Goyal*	100	0.01
M/s Jindal Saw Ltd	75768053	99.99
Total Equity Shares	75768653	100

* Nominee of Jindal Saw Ltd.

29. The shareholders of the Applicant/ Demerged Company 2/Transferee Company upon the amalgamation of the Applicant/Transferor Company with the Applicant/ Demerged Company 2/Transferee Company is as set out below:

Name of Equity Shareholder	No. of Equity Shares Held	% holding
Ms. Sminu Jindal*	100	0.01
Mr. Prithvi Raj Jindal*	100	0.01
Mr. Indresh Batra*	100	0.01
Mr. Sunil Kumar Jain*	100	0.01
M/s Renuka Financial Services Ltd*	100	0.01
M/s Manjula Finances Ltd*	100	0.01
M/s Goswamis Credits & Investment Ltd.*	100	0.01
M/s JITF Shipyards Ltd.	204478656	99.99
Total Equity Shares	204479356	100

* Nominee of JITF Shipyards Limited

30. An Equity Shareholder, Secured Creditor and Unsecured Creditor entitled to attend and vote at the respective meeting of the Equity Shareholders, Secured Creditors and Unsecured Creditors of the Applicant/ Demerged Company 1/Resulting Company 2 being convened on Saturday, 9th April, 2016 at the Registered Office of the

Applicant/Demerged Company 1/Resulting Company 2 at A1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 10.30 AM; 12.30 PM and 02.00 PM respectively are entitled to appoint a proxy to attend and vote. The instrument appointing the proxy should be deposited at the Registered Office of the Applicant/ Demerged Company 1/Resulting Company 2 not later than 48 (forty eight) hours prior to the time of commencement of the meeting.

31. An Unsecured Creditor entitled to attend and vote at the meeting of the Unsecured Creditors of the Applicant/ Demerged Company 2/Transferee Company being convened on Saturday, 9thApril, 2016 at the Registered Office of the Applicant/Demerged Company 2/Transferee Company at A1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 03.00 PM are entitled to appoint a proxy to attend and vote. The instrument appointing the proxy should be deposited at the Registered Office of the Applicant/ Demerged Company 2/Transferee Company not later than 48 (forty eight) hours prior to the time of commencement of the meeting.

32. Corporate Equity Shareholders, Secured Creditors and Unsecured Creditors of the Applicant/Demerged Company 1/Resulting Company 2 and the Corporate Unsecured Creditors of the Applicant/Demerged Company 2/Transferee Company intending to send their authorized representative to attend the respective meeting are requested to lodge a certified true copy of the Board Resolution/Power of Attorney not later than 48 (forty eight) hours before the time of commencement of the respective meeting at the Registered Office of the Applicant/ Demerged Company 1/Resulting Company 2 and the Applicant/Demerged Company 2/Transferee Company, authorizing such person to attend and vote on its behalf at the respective meeting.

33. The BSE and NSE have by their respective communications both dated 04th February, 2016, issued observation letters to the Applicant/ Demerged Company 1/Resulting Company 2 to enable filing of the Scheme with the Hon'ble High Court of Judicature at Allahabad.

34. The following documents will be open for inspection by the Equity Shareholders, Secured Creditors and Unsecured Creditors of the Applicant/Demerged Company 1/ Resulting Company 2 and the Unsecured Creditors of the Applicant/Demerged Company 2/ Transferee Company upto one day prior to the date of the said meetings at the Registered Office of the Applicant/Demerged Company 1/Resulting Company 2 and the Applicant/Demerged Company 2/ Transferee Company between 10:00 a.m. and 1:00 p.m. on all working days (Monday to Friday).

    (a) Copy of the Company Application No. 4 of 2016;

    (b) Copy of the Order of the Hon'ble High Court of Judicature at Allahabad dated 17thFebruary, 2016 in the above Company Application;

    (c) Copies of the Memorandum and Articles of Association of the Applicant Companies;

    (d) Copy of Audited Accounts and the Annual Report of the Applicant/ Demerged Company 1/Resulting Company 2 for the Financial Year 2014-2015;

    (e) Copy of Unaudited Quarterly Results of the Applicant/ Demerged Company 1/ Resulting Company 2 for the period 30th June, 2015; 30th September, 2015 and 31st December, 2015;

    (f) Copy of the audited accounts of the Applicant/ Demerged Company 1/ Resulting Company 2 for the period ending 31stMarch, 2015 as recasted in accordance with the Companies (Indian Accounting Standards) Rules, 2015;

    (g) Copy of Audited Accounts and the Annual Report of the Applicant/ Resulting Company 1 for the Financial Year 2014-2015;

    (h) Copy of the audited accounts of the Applicant/ Resulting Company 1 for the period ending 31stMarch, 2015 as recasted in accordance with the Companies (Indian Accounting Standards) Rules, 2015;

    (i) Copy of Audited Accounts and the Annual Report of the Applicant/ Transferor Company for the Financial Year 2014-2015;

    (j) Copy of the audited accounts of the Applicant/ Transferor Company for the period ending 31stMarch, 2015 as recasted in accordance with the Companies (Indian Accounting Standards) Rules, 2015;

    (k) Copy of Audited Accounts and the Annual Report of the Applicant/ Demerged Company 2/Transferee Company for the Financial Year 2014-2015;

    (l) Copy of the audited accounts of the Applicant/ Demerged Company 2/ Transferee Company for the period ending 31stMarch, 2015 as recasted in accordance with the Companies (Indian Accounting Standards) Rules, 2015;

    (m) The Composite Scheme of Arrangement;

    (n) Copy of the extracts of the Board Resolutions of the Applicant/ Demerged Company 1/Resulting Company 2, Applicant/Resulting Company 1, Applicant/Transferor Company and the Applicant/ Demerged Company 2/Transferee Company, all dated 10th November, 2015 approving the Scheme;

    (o) Copy of the extracts from the Special Resolution of the Applicant/Resulting Company 1 and Applicant/ Demerged Company 2/ Transferee Company both dated 9th February, 2016;

    (p) Copy of Recommendation of Share Entitlement Reports dated 10thNovember, 2015 issued by Khandelia & Sharma, Chartered Accountant;

    (q) Copy of the Fairness Opinion dated 10th November, 2015 issued by SPA Capital Advisors Limited, Merchant Banker;

    (r) Copy of the Observation Letters issued by BSE Limited and NSE both dated 04th February, 2016;

    (s) Copy of the Complaints Report dated 7th December, 2015 submitted with the NSE; and

    (t) Copy of the Complaints Report dated 7th December, 2015 submitted with the BSE.

35. A copy of the Scheme and this statement may also be obtained up to one day prior to the date of the meetings at the Registered Office of the Applicant Companies between 10:00 a.m. and 1:00 p.m. on all working days (Monday to Friday).

Dated this 24th day of February, 2016.

Sd/-

Diptiman Singh, Advocate
30, Clive Road, Allahabad

Bharat Pratap Singh
(Chairperson appointed for the meeting)

COMPOSITE SCHEME OF ARRANGEMENT

UNDER SECTIONS 391 TO 394 READ WITH SECTIONS 100 TO 103 OF THE COMPANIES ACT, 1956AND/OR APPLICABLE SECTIONS OF THE COMPANIES ACT, 2013

AMONG

JINDAL SAW LIMITED ("DEMERGED COMPANY 1"/ "RESULTING COMPANY 2")

AND

JITF INFRALOGISTICS LIMITED ("RESULTING COMPANY 1")

AND

JITF SHIPYARDS LIMITED ("TRANSFER OR COMPANY")

AND

JITF WATERWAYS LIMITED ("DEMERGED COMPANY 2"/ "TRANSFEREE COMPANY")

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

INTRODUCTION

A. PREAMBLE

This Composite Scheme of Arrangement ("*Scheme*") for demerger, amalgamation and capital reduction is presented under the provisions of Sections 391 – 394 read with Sections 100 – 103 of the 1956 Act (*as defined hereinafter*) and/ or other relevant provisions of the Act (*as defined hereinafter*), for the (i) demerger of the Demerged Undertaking 1(*as defined hereinafter*) of the Demerged Company 1(*as defined hereinafter*) and vesting of the same in the Resulting Company 1(*as defined hereinafter*); (ii) the reduction of the issued and paid-up equity share capital of the Resulting Company 1 and securities premium account (if required) of the Resulting Company 1;(iii) reduction of the capital redemption reserve, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 1; (iv) transfer of a part of the authorized share capital from the Demerged Company 1 to the Resulting Company 1;(v) listing of the equity shares of Resulting Company 1 on the Stock Exchanges (*as defined hereinafter*); (vi) amalgamation of the Transferor Company (*as defined hereinafter*) with the Transferee Company (*as defined hereinafter*); (vii) the reduction of the capital reserve (if required) and the securities premium account (if required) of the Transferee Company; (viii) dissolution without winding up of the Transferor Company; (ix) transfer of the authorized share capital from the Transferor Company to the Transferee Company; (x) change in the name of the Transferee Company; (xi) demerger of the Demerged Undertaking 2 (*as defined hereinafter*) of the Demerged Company 2 (*as defined hereinafter*) and vesting of the same in the Resulting Company 2 (*as defined hereinafter*); (xii) the reduction of the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2; (xiii) the reduction of the issued and paid-up equity share capital, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2; (xiv) transfer of a part of the authorized share capital from the Demerged Company 2 to the Resulting Company 2, pursuant to the relevant provisions of the 1956 Act and/ or the provisions of the 2013 Act and the relevant provisions of this Scheme. In addition, this Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

B. RATIONALE FOR THE SCHEME

The Demerged Company 1 currently has business interests in diverse businesses such as manufacturing of steel pipes and steel pellets and infrastructure business. The management of the Demerged Company 1 believes that the business interests of the Demerged Company 1 in the Demerged Undertaking 1, which comprises of the business interests of the Demerged Company 1 in the infrastructure sector, require dedicated management focus and business strategies to develop the growth potential in the relevant business market. With a view to achieve greater management focus on its business interests in the manufacturing of steel pipes and steel pellets, the management of the Demerged Company 1 proposes to demerge its business interests in the infrastructure sector comprising of the Demerged Undertaking 1, and vest the same with the Resulting Company 1 (a wholly owned subsidiary of Demerged Company 1). The Demerged Company 1 will retain the manufacturing of steel pipes and steel pellets businesses. Further, the demerger of the Demerged Undertaking 1 and vesting of the same with Resulting Company 1 would enable the Resulting Company 1 to focus on infrastructure business and further create value for all of its stakeholders. Further, the listing of the equity shares of Resulting Company 1 on the Stock Exchanges (*as defined hereinafter*) would help the shareholders of Resulting Company 1 to unlock the value of their shares.

Pursuant to the demerger of Demerged Undertaking 1 and vesting of the same in the Resulting Company 1, the issued and paid-up equity share capital of the Resulting Company 1 would be reduced as a result of cancellation of the shares held by the Demerged Company 1 in the Resulting Company 1 and the securities premium account of the Resulting Company 1 shall be reduced (if required) to set off the accumulated accounting losses (if any) relating to the Demerged Undertaking 1 that are transferred to the Resulting Company 1 pursuant to Section I of the Scheme.

Further, pursuant to the demerger of Demerged Undertaking 1 and vesting of the same in the Resulting Company 1, the capital redemption reserve, capital reserve (if required) and the securities premium account (if required), of the Demerged Company 1 shall be reduced to set off the difference between the amount of assets and the amount of liabilities and accumulated accounting losses (if any), pertaining to the Demerged Undertaking 1 being transferred by the Demerged Company 1 pursuant to Section I of the Scheme and the amount of investment held by the Demerged Company 1 in the Resulting Company 1 and cancelled by Demerged Company 1.

Further, both the Transferor Company and the Transferee Company are engaged in waterways transportation business (consisting of ocean waterways and inland

waterways transportation). Therefore, with a view to consolidate the business interests of the Transferor Company and the Transferee Company in the waterways transportation business, the Transferee Company and the Transferor Company have decided that the Transferor Company with all its business interests including those in waterways transportation business (consisting of ocean waterways and inland waterways transportation), be amalgamated with its wholly owned subsidiary company, the Transferee Company which is also, *inter alia,* engaged in the waterways transportation business.

On a long term basis, management of the Transferee Company wishes to focus on inland waterways transportation business. Therefore, the proposed amalgamation of the Transferor Company comprising of its business interests, *inter alia,* in inland waterways transportation business with the Transferee Company would be in the best interests of the shareholders, creditors and employees of the Transferor Company and the Transferee Company and would also, *interalia,* have the following benefits:

(a) the proposed amalgamation would result in consolidation of the operations of inland waterways transportation business in the Transferee Company which will lead to synergies, reduction in operational costs and operational efficiencies in the existing operations of the inland waterways transportation business; and

(b) the proposed amalgamation would result in better growth prospects in the inland waterways transportation business.

Further, pursuant to the amalgamation of the Transferor Company with the Transferee Company, the entire share capital of the Transferee Company held by the Transferor Company would be cancelled and the Transferor Company shall stand dissolved without winding up. Further, the capital reserve (if required) and the securities premium account (if required) of the Transferee Company shall be reduced to set off the debit balance (if any) of the capital reserve created pursuant to the amalgamation of the Transferor Company with the Transferee Company and accumulated accounting losses, if any, of the Transferor Company acquired by the Transferee Company pursuant to the amalgamation of the Transferor Company with the Transferee Company.

The Demerged Company 2 is a step down wholly owned subsidiary of the Resulting Company 2, however, pursuant to the amalgamation of the Transferor Company with the Demerged Company 2/Transferee Company, the Demerged Company 2 will become a direct wholly owned subsidiary of the Resulting Company 2. Demerged Company 2 has business interests in diverse businesses such as ocean waterways, inland waterways transportation and business process outsourcing. The Resulting Company 2 operates various manufacturing and job work facilities situated in India, USA, Italy, Dubai, etc. for production and sale of finished goods. With a view to integrate the manufacturing presence of the Resulting Company 2 in India and abroad, it is imperative for the Resulting Company 2 to have its own ocean logistics support system for transit of finished goods between multiple domestic/ international locations. Therefore, the demerger of the Demerged Undertaking 2 and vesting of the same with Resulting Company 2 would not only enable the Resulting Company 2 to strengthen its ocean logistics capabilities by providing the Resulting Company 2 with efficient in-house ocean logistics facilities for the shipment of materials between various domestic/ international locations, but also insulate the Resulting Company 2 from the vagaries of third party logistic providers in the shipping industry and would thereby not only stabilize the operating costs of the Resulting Company 2 but also result in synergies and better utilisation of capabilities and resources. Further, the management of the Demerged Company 2 also believes that the demerger of the Demerged Undertaking 2 will result in better utilisation of capabilities and resources of the Demerged Undertaking 2. Since the Demerged Company 2 will become a direct wholly owned subsidiary of the Resulting Company 2 upon effectiveness of the amalgamation of the Transferor Company with the Transferee Company in accordance with Section II of the Scheme, the Demerged Company 2 there shall be no consideration payable by the Resulting Company 2 to the shareholder of the Demerged Company 2 (that is, the Resulting Company 2 itself) for the demerger of the Demerged Undertaking 2 from Demerged Company 2 and vesting of the same with the Resulting Company 2.

Pursuant to the demerger of Demerged Undertaking 2 and vesting of the same in the Resulting Company 2, the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2 shall be reduced to set off the accumulated accounting losses (if any) relating to the Demerged Undertaking 2 transferred to the Resulting Company 2 and the debit balance (if any) of the restructuring reserve account of the Resulting Company 2.

Pursuant to the demerger of Demerged Undertaking 2 and vesting of the same in the Resulting Company 2, the issued and paid-up equity share capital of the Demerged Company 2 will no longer be represented by the remaining assets of the Demerged Company 2 and accordingly the issued and paid-up equity share capital of the Demerged Company 2 shall be reduced. Further, Pursuant to the demerger of the Demerged Undertaking 2 and vesting of the same in the Resulting Company 2, the capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2 shall be reduced to set off the debit balance (if any) of the restructuring reserve account of the Demerged Company 2.

The demerger of the Demerged Undertaking 1 by the Demerged Company 1 and vesting of the same with the Resulting Company 1 and the demerger of the Demerged Undertaking 2 by the Demerged Company 2 and vesting of the same with the Resulting Company 2 (after the amalgamation of the Transferor Company with the Transferee Company (i.e. Demerged Company 2)) would be in the best interests of the shareholders, creditors and employees of the Demerged Company 1/ Resulting Company 2, the Demerged Company 2 and the Resulting Company 1 respectively, as it would result in enhancement of shareholder value, operational efficiencies and greater focus and would enable the management of each of the Demerged Company 1/ Resulting Company 2, the Demerged Company 2 and the Resulting Company 1

respectively to vigorously pursue revenue growth and expansion opportunities.

In view of the above mentioned reasons, it is considered desirable and expedient to demerge the Demerged Undertaking 1 of the Demerged Company 1 and vest the same with the Resulting Company 1,to amalgamate the Transferor Company with the Transferee Company and to demerge the Demerged Undertaking 2 of the Demerged Company 2 and vest the same with the Resulting Company 2 (after the amalgamation of the Transferor Company with the Transferee Company (i.e. Demerged Company 2)). The above mentioned demerger of the Demerged Undertaking 1 and Demerged Undertaking 2 is also in accordance with Section 2(19AA) of the IT Act (*as defined hereinafter*). The above mentioned amalgamation is also in accordance with Section 2(1B) of the IT Act.

C. PARTS OF THE SCHEME

This Scheme is divided into the following sections:

1. SECTION I

DEMERGER OF DEMERGED UNDERTAKING 1(AS DEFINED HEREINAFTER) AND VESTING OF THE SAME IN THE RESULTING COMPANY 1(AS DEFINED HEREINAFTER)

Part A deals with the Definitions and Share Capital.

Part B deals with demerger of Demerged Undertaking 1of the Demerged Company 1(*as defined hereinafter*) and vesting of the same in Resulting Company 1, in accordance with Section 2 (19AA) of the IT Act (*as defined hereinafter*) and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

Part C deals with the discharge of the consideration for the demerger of the Demerged Undertaking 1from the Demerged Company 1and vesting of the same with the Resulting Company 1, transfer of a part of the authorized share capital from the Demerged Company 1 to the Resulting Company 1, the reduction of the issued and paid-up equity share capital and securities premium account (if required) of the Resulting Company 1 and the reduction of the capital redemption reserve, capital reserve (if required) and the securities premium account (if required), of the Demerged Company 1.

Part D deals with the accounting treatment in the books of the Demerged Company 1 and the Resulting Company 1.

Part E deals with listing of the equity shares of Resulting Company 1 on the Stock Exchanges (*as defined hereinafter*).

2. SECTION II

AMALGAMATION OF THE TRANSFEROR COMPANY *(AS DEFINED HEREINAFTER)* WITH THE TRANSFEREE COMPANY *(AS DEFINED HEREINAFTER)*

Part A deals with the Definitions and Share Capital.

Part B deals with amalgamation of the Transferor Company *(as defined hereinafter)* with the Transferee Company (*as defined hereinafter*), in accordance with Section 2 (1B) of the IT Act (*as defined hereinafter*) and Sections 391 to 394 read with Sections 100-103 of the 1956 Act and/ or other relevant provisions of the Act.

Part C deals with the discharge of the consideration for the amalgamation of the Transferor Company with the Transferee Company and the reduction of the capital reserve (if required) and the securities premium account (if required) of the Transferee Company.

Part D deals with the accounting treatment in the books of the Transferee Company, dissolution without winding up of the Transferor Company, transfer of the authorized share capital from the Transferor Company to the Transferee Company and the change in the name of the Transferee Company.

3. SECTION III

DEMERGER OF DEMERGED UNDERTAKING 2 (AS DEFINED HEREINAFTER) AND VESTING OF THE SAME IN THE RESULTING COMPANY 2 (AS DEFINED HEREINAFTER)

Part A deals with the Definitions and Share Capital.

Part B deals with demerger of Demerged Undertaking 2 of the Demerged Company 2 (*as defined hereinafter*) and vesting of the same in Resulting Company 2, in accordance with Section 2 (19AA) of the IT Act and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

Part C deals with the reduction of the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2 and reduction of the issued and paid up equity share capital, capital reserve (if required) and securities premium account (if required) of the Demerged Company 2. Since the Demerged Company 2 will become a wholly owned subsidiary of the Resulting Company 2 pursuant to Section II of the Scheme, there shall be no consideration payable by the Resulting Company 2 to the shareholder of the Demerged Company 2 for the demerger of the Demerged Undertaking 2 (that is, the Resulting Company 2 itself) from Demerged Company 2 and vesting of the same with the Resulting Company 2.

Part D deals with the accounting treatment in the books of the Demerged Company 2 and the Resulting Company 2, the transfer of a part of the authorized share capital from the Demerged Company 2 to the Resulting Company 2 and issuance, if any, of compulsorily convertible debentures by the Resulting Company 2.

4. SECTION IV

Section IVdeals with the general terms and conditions applicable to the Scheme.

SCHEDULES

Schedule 1 – Description of Transferor Company

Schedule 2 – Description of Demerged Undertaking 2

SECTION I

DEMERGER OF THE DEMERGED UNDERTAKING 1 (AS DEFINED HEREINAFTER) OF THE DEMERGED COMPANY 1 (AS DEFINED HEREINAFTER) AND VESTING OF THE SAME WITH THE RESULTING COMPANY 1 (AS DEFINED HEREINAFTER)

PART A

WHEREAS:

A. **Jindal Saw Limited** (hereinafter referred to as the "*Demerged Company 1*"), is a company incorporated under

the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh- 281403. The Demerged Company 1 has business interests in diverse businesses such as the manufacturing of steel pipe and steel pellets and infrastructure businesses.

B. **JITF Infralogistics Limited** (hereinafter referred to as the **"Resulting Company 1"**), is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh - 281403.The Resulting Company 1 is a wholly owned subsidiary of the Demerged Company 1 and has been incorporated for logistics and infrastructure business.

C. In terms of Section I of this Scheme, it is now proposed, *inter alia*, to demerge the Demerged Undertaking 1*(as defined hereinafter)* of the Demerged Company 1, and vest the same with the Resulting Company 1 with effect from the Demerger Appointed Date 1 *(as defined hereinafter)*, reduce the issued and paid-up equity share capital and securities premium account (if required) of the Resulting Company 1 and reduce the capital redemption reserve, capital reserve (if required) and the securities premium account (if required), of the Demerged Company 1, pursuant to and under Sections 391 to 394 read with Section 100 – 103 of the 1956 Act and/or other relevant provisions of the Act and the rules and regulations framed thereunder and list the equity shares of Resulting Company 1 on the Stock Exchanges *(as defined hereinafter)*, in the manner provided for in Section I of the Scheme.

D. The demerger of the Demerged Undertaking 1 of the Demerged Company 1 and vesting of the same with the Resulting Company 1 pursuant to and in accordance with this Scheme shall be in accordance with Section 2(19AA) of the IT Act.

1.DEFINITIONS

For the purposes of Section I of this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings mentioned herein below:

(a) **"1956 Act"** means the Companies Act, 1956 (Act No.1 of 1956), and the rules, regulations, circulars and notifications issued thereunder, each as amended from time to time and to the extent in force.

(b) **"2013 Act"** means the Companies Act, 2013 (Act No.18 of 2013) and the rules, regulations, circulars and notifications issued thereunder, each as amended from time to time and to the extent in force.

(c) **"Act"** means the 1956 Act or the 2013 Act, as may be applicable, as amended or substituted by any statutory modification / re-enactment thereof.

(d) **"Court"** means the Hon'ble High Court of Judicature at Allahabad and shall be deemed to include, if applicable, a reference to the National Company Law Tribunal or such other forum or authority which may be vested with any of the powers of a High Court to sanction this Scheme under the Act.

(e) **"Demerged Business 1"** comprises of the business and business interests of the Demerged Company 1 in the infrastructure business *inter alia* through subsidiaries of the Demerged Company 1 engaged in the infrastructure business.

(f) **"Demerged Company 1"** shall have the meaning ascribed to it in Recital A of Section I hereto.

(g) **"Demerged Company 1 CCDs"** shall mean any outstanding zero coupon compulsorily convertible debentures having face value of Rs. 81.10 (Rupees Eighty One and Ten Paise only) issued by the Demerged Company 1 which are due for conversion into equal number of equity shares of the Demerged Company 1.

(h) **"Demerged Company 1 CCD Holders"** shall mean the holders of the Demerged Company 1 CCDs.

(i) **"Demerged Undertaking 1"** means the undertaking of the Demerged Company 1, pertaining to the Demerged Business 1, which shall be inclusive of, but not limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Demerged Company 1 pertaining to the Demerged Business 1;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Demerged Company 1 pertaining to the Demerged Business 1;

(iii) all debts, borrowings and liabilities, whether present or future, whether secured or unsecured availed by the Demerged Company 1 pertaining to the Demerged Business 1;

(iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax, tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(vii) all employees of the Demerged Company 1 employed in relation to the Demerged Business 1;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company 1 pertaining to the Demerged Business 1;

(ix) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Demerged Company 1 in connection with the Demerged Business 1; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Demerged Company 1 and pertaining to the Demerged Business 1.

(j) **"Demerger Appointed Date 1"** means the opening of business hours as on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Demerged Company 1 and the Resulting Company 1, being the time and date with effect from which Section I of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of this Scheme.

(k) **"Demerger 1 Record Date"** shall have the meaning ascribed to it in Clause 4.1 in Section I of this Scheme.

(l) **"Effective Date"** means the date on which the last of the conditions set out in Clause 1.5 of Section IV of the Scheme is satisfied.

(m) **"IT Act"** means the Income Tax Act, 1961, as amended or any statutory modification / re-enactment thereof.

(n) **"Resulting Company 1"** shall have the meaning ascribed to it in Recital B of Section I hereto.

(o) **"RoC"** means the Registrar of Companies, Uttar Pradesh.

(p) **"Scheme"** or **"Scheme of Arrangement"** means this Composite Scheme of Arrangement among the Demerged Company 1/ Resulting Company 2,the Resulting Company 1, the Demerged Company 2/ Transferor Company, the Transferee Company and their respective shareholders and creditors pursuant to the provisions of Sections 391 – 394 read with Sections 100 – 103 of 1956 Act and/or other relevant provisions of the Act.

(q) **"Stock Exchanges"** means the stock exchanges where the equity shares of the Demerged Company 1 are listed and are admitted to trading, *viz*, BSE Limited **("BSE")** and the National Stock Exchange of India Limited **("NSE")**.

(r) **"Trustee 1"** shall have the meaning ascribed to it in Clause 4.4 of Section I hereto.

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

2. SHARE CAPITAL

2.1 The share capital of the Demerged Company 1, as on September 30, 2015 was as under:

Share Capital	**Amount (Rs.)**
Authorized Capital	
Equity	
500,000,000 Equity Shares of Rs.2 each	1,000,000,000.00
Preference	
10,000,000 Redeemable Preference shares of Rs. 100 each	1,000,000,000.00
Total	**2,000,000,000.00**
Issued Capital	
304,537,881 Equity Shares of Rs. 2 each	609,075,762
Total	**609,075,762**
Subscribed and Paid-up Capital	609,067,762
304,533,881Equity Shares of Rs. 2 each	
Forfeited 4,000 Equity Shares of Rs. 2 each (Partly paid up Rs. 1 each)	4,000
Total	**Rs.609,071,762**

Allotment of 3,250 (three thousand two hundred and fifty) equity shares of face value of Rs. 2 (Rupees Two only) each has been kept in abeyance by the Demerged Company 1 pursuant to court orders.

Additionally,as on September 30, 2015, 1,52,23,486 (one crore fifty two lakhs twenty three thousand four hundred and eighty six) Demerged Company 1 CCDs issued by the Demerged Company 1 are due for conversion into equal number of equity shares of the Demerged Company 1 by April 30, 2016.

2.2 Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Demerged Company 1, there has been no change in the issued, subscribed or paid up capital of the Demerged Company 1.

2.3 The share capital of the Resulting Company 1, as on September 30, 2015 was as under:

Share Capital	**Amount (Rs.)**
Authorized Capital	
Equity	
50,000 Equity Shares of Rs.10 each	5,00,000
Total	**5,00,000**
Issued, Subscribed and Paid-up Capital	
Equity	
50,000Equity Shares of Rs.10 each	5,00,000
Total	**5,00,000**

2.4. The members of the Resulting Company 1 have vide a resolution dated November 2, 2015 resolved to sub-divide each fully paid up equity share of the Resulting Company 1 having face value of Rs. 10 (Rupees Ten only)into 5 (five) fully paid up equity shares of face value of Rs. 2 (Rupee Two only) each, with effect from November 2, 2015 and consequently, the authorized share capital of the Resulting Company 1 of Rs. 5,00,000 (Rupees Five

Lakhs only) now comprises of 2,50,000 (two lakh fifty thousand) equity shares of Rs. 2 (Rupee Two only) each and the issued, subscribed and paid-up capital of the Resulting Company 1 also comprises of 2,50,000 (two lakh fifty thousand) equity shares having face value of Rs. 2 (Rupee Two only) each. Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Resulting Company 1, there has been no change in the issued, subscribed or paid up capital of the Resulting Company 1.

PART B

3. DEMERGER OF THE DEMERGED UNDERTAKING 1 OF THE DEMERGED COMPANY 1 AND VESTING OF THE SAME WITH THE RESULTING COMPANY 1

3.1 Subject to the provisions of Section I of the Scheme in relation to the modalities of demerger and vesting, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Demerged Undertaking 1, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall demerge from the Demerged Company 1 and be transferred to and vest in the Resulting Company 1, and shall become the property of and an integral part of the Resulting Company 1subject to the existing charges and encumbrances, if any, created by the Demerged Company 1 in favour of its lenders or the lenders of its subsidiaries or group companies,by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Demerged Company 1 or the Resulting Company 1. Without prejudice to the generality of the above, in particular, the Demerged Undertaking 1 shall stand vested in the Resulting Company 1, in the manner described in sub-paragraphs (a) – (n) below:

a. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all immovable property (including land, buildings and any other immovable property) of the Demerged Company 1 in relation to the Demerged Undertaking 1, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed by the Demerged Company 1 or the Resulting Company 1. Upon Section I of the Scheme coming into effect on the Effective Date and witheffect from the Demerger Appointed Date 1, the Resulting Company 1 shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfill all obligations, in relation to or applicable to such immovable properties. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the title to the immovable properties of the Demerged Undertaking 1 shall be deemed to have been mutated and recognised as that of the Resulting Company 1 and the mere filing of the vesting order of the Court sanctioning the Scheme with the appropriate Registrar or Sub-Registrar of Assurances or with the relevant Government agencies shall suffice as record of continuing title to the immovable properties of the Demerged Undertaking 1 with the Resulting Company 1 pursuant to the Section I of the Scheme becoming effective and shall constitute a deemed mutation and substitution thereof. The Resulting Company 1shall in pursuance of the vesting order of the Court be entitled to the delivery and possession of all documents of title to such immovable property in this regard.

b. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all the assets of the Demerged Company 1 relating to the Demerged Undertaking 1 as are movable in nature and are capable of transfer by endorsement and delivery, shall stand vested in Resulting Company 1, and shall become the property and an integral part of Resulting Company 1. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical delivery or by endorsement and delivery, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly.

c. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, any and all other movable property (except those specified elsewhere in this Clause) including all sundry debts and receivables, outstanding loans and advances, if any, relating to the Demerged Undertaking 1, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with government, semi-government, local and other authorities and bodies, customers and other persons shall, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, become the property of the Resulting Company 1. Where any of the outstanding receivables attributed to the Demerged Undertaking 1have been received by the Demerged Company 1 on behalf of the Demerged Undertaking 1 after the Demerger Appointed Date 1, the same shall be deemed to have been received by the Demerged Company 1 for and on behalf of the Resulting Company 1.

d. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, relating to the Demerged Undertaking 1, whether provided for or not in the books of accounts of the Demerged Company 1 or disclosed in the balance sheet of the Demerged Undertaking 1, including general and multipurpose borrowings, if any, shall become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1 undertakes to meet, discharge and satisfy the same to the exclusion

of the Demerged Company 1. 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. However, if any lender of the Demerged Company 1 requires satisfaction of the charge over the Demerged Company 1's properties and recordal of a new charge with the Resulting Company 1, the Resulting Company 1 shall for good order and for statistical purposes, file appropriate forms with the RoC as accompanied by the sanction order or a certified copy thereof and any deed of modification or novation executed by the Resulting Company 1. Where any of the loans, liabilities and obligations attributed to the Demerged Undertaking 1 have been discharged by the Demerged Company 1 on behalf of the Demerged Undertaking 1 after the Demerger Appointed Date 1 but before the Effective Date, such discharge shall be deemed to have been done by the Demerged Company 1 for and on behalf of the Resulting Company 1.

e. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all incorporeal or intangible property of the Demerged Undertaking 1 shall stand vested in the Resulting Company 1and shall become the property and an integral part of the Resulting Company 1,by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or Resulting Company 1.

f. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all letters of intent, contracts, deeds, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking 1 of the Demerged Company 1 to which it is a party or to the benefit of which it may be entitled, shall be in full force and effect against or in favour of the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or Resulting Company 1, and may be enforced as fully and effectually as if, instead of the Demerged Company 1, the Resulting Company 1 had been a party or beneficiary or obligee thereto.

g. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all permits, grants, allotments, recommendations, rights, entitlements, licenses and registrations including relating to trademarks, logos, patents and other intellectual property rights, approvals, clearances, tenancies, privileges, powers, offices, taxes, tax credits, tax refunds, tax holidays (relating to direct or indirect tax), entitlements (including, but not limited to, credits in respect of income tax, sales tax, value added tax, turnover tax, excise duty, service tax, security transaction tax, minimum alternate tax credit and duty entitlement credit certificates etc.), facilities of every kind and description of whatsoever nature, in relation to the Demerged Undertaking 1 to which the Demerged Company 1 is a party or to the benefit of which the Demerged Company 1 may be eligible, shall be enforceable by or against the Resulting Company 1, as fully and effectually as if, instead of the Demerged Company 1, the Resulting Company 1 had been a party or beneficiary or obligee thereto, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1.

h. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, any statutory licenses, no-objection certificates, permissions, registrations (including sales tax, service tax, excise, value added tax), approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the Demerged Undertaking 1 of the Demerged Company 1 or granted to the Demerged Company 1 in relation to the Demerged Undertaking 1 shall stand vested in or transferred to the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, and shall be appropriately transferred or assigned by the concerned statutory authorities in favour of the Resulting Company 1 upon demerger of the Demerged Undertaking 1 and vesting of the same with the Resulting Company 1 pursuant to Section I of this Scheme. The benefit of all statutory and regulatory permissions, environmental approvals and consents including statutory licenses, permissions or approvals or consents required to carry on the operations of the Demerged Undertaking 1 of the Demerged Company 1 shall vest in and become available to the Resulting Company 1upon Section I of this Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1.

i. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1 shall bear the burden and the benefits of any legal or other proceedings initiated by or against the Demerged Company 1 in respect of the Demerged Undertaking 1. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, if any suit, appeal or other proceeding of whatsoever nature by or against the Demerged Company 1, in respect of the Demerged Undertaking 1, be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the demerger of Demerged Undertaking 1 or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Resulting Company 1in the same

manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Demerged Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1undertakes to have such legal or other proceedings initiated by or against the Demerged Company 1 in respect of the Demerged Undertaking 1 transferred in its name and to have the same continued, prosecuted and enforced by or against the Resulting Company 1 to the exclusion of the Demerged Company 1. The Resulting Company 1 also undertakes to handle all legal or other proceedings which may be initiated against the Demerged Undertaking 1 of the Demerged Company 1 after the Effective Date in respect of the period up to the Effective Date, in its own name and account.

j. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all persons that were employed in the Demerged Undertaking 1 immediately before such date shall become employees of the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, with the benefit of continuity of service on the same terms and conditions as were applicable to such employees immediately prior to such demerger and without any break or interruption in service. It is clarified that such employees of the Demerged Company 1forming part of the Demerged Undertaking 1that become employees of the Resulting Company 1 by virtue of this Scheme, shall continue to be governed by the terms of employment as were applicable to them immediately before such demerger and shall not be entitled to be governed by employment policies, and shall not be entitled to avail of any benefits under any scheme or settlement or otherwise that are applicable and available to any other employees of the Resulting Company 1, unless and otherwise so stated by the Resulting Company 1 in writing in respect of all employees, class of employees or any particular employee. The Resulting Company 1 undertakes to continue to abide by any agreement/ settlement, if any, entered into by the Demerged Company 1 in respect of such employees forming part of the Demerged Undertaking 1 with their respective employees/ employee unions. With regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of the Demerged Company 1 forming part of the Demerged Undertaking 1, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1 shall stand substituted for the Demerged Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing provident fund benefits, gratuity benefits and superannuation benefits or any other special benefits or obligation, if any, created or used by the Demerged Company 1 (or an affiliate of the Demerged Company 1 on behalf of the Demerged Company 1) for its employees forming part of the Demerged Undertaking 1 and being transferred to the Resulting Company 1 pursuant to this Scheme shall be continued by the Resulting Company 1 for the benefit of such employees on the same terms and conditions. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Demerged Company 1 in relation to such schemes or funds forming part of the Demerged Undertaking 1shall become those of the Resulting Company 1. Further, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Demerged Undertaking 1by the Demerged Company 1 shall be continued/continue to operate against the relevant employee and shall be enforced by the Resulting Company 1, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1.

k. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all direct and indirect taxes, duties and cess (such as income tax, service tax, security transaction tax, value added tax, minimum alternate tax, advance tax, excise tax etc. or any other like payments made by the Demerged Company 1 to any statutory authorities) or other collections made by the Demerged Company 1 in relation to the Demerged Undertaking 1 and relating to the period after the Demerger Appointed Date 1 up to the Effective Date, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Resulting Company 1, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1. Further, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all deduction otherwise admissible to Demerged Company 1 pertaining to Demerged Undertaking 1 including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as under Section 43B, Section 40, Section 40A etc. of the IT Act) shall be eligible for deduction to the Resulting Company 1 upon fulfilment of the required conditions under the IT Act. Further, the Resulting Company 1 shall be entitled to claim credit for taxes deducted at source/ paid against its tax/ duty liabilities/ minimum alternate tax, advance tax, service tax, value added tax liability etc., notwithstanding the certificates/ challans or other documents for payment of such taxes/duties, as the case may be, being in the name of the Demerged Company 1.

l. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all taxes payable by the Demerged Company 1 in relation to the Demerged Undertaking 1 including all or any refunds of claims shall be treated as the tax liability or refunds/claims as the case may be, of the Resulting Company 1, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, and the Resulting Company 1 shall be entitled to file/revise its statutory returns and related tax payment certificates and to claim refunds and advance tax credits as may be required consequent to the implementation of the Scheme; and all tax compliances under applicable laws by the Demerged Company 1 shall be deemed to have been undertaken by the Resulting Company 1.

m. The Resulting Company 1 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, including any forms or depository instructions, with any party to any contract or arrangement in relation to the Demerged Undertaking 1to which the Demerged Company 1 is a party, in order to give formal effect to the above provisions. The Resulting Company 1shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writing on behalf of the Demerged Company 1 and to carry out or perform all such formalities or compliances referred to above on behalf of the Demerged Company 1.

n. With effect from the Demerger Appointed Date 1 and upto and including the Effective Date:

(i) the Demerged Company 1 shall carry on and be deemed to have been carrying on all the business and activities of the Demerged Undertaking 1 for and on behalf of and in trust for the Resulting Company 1.

(ii) All profits / losses accruing to the Demerged Company 1 in relation to the Demerged Undertaking 1 and all taxes thereon arising or incurred by it, in relation to the Demerged Undertaking 1 shall, for all purposes, be treated as the profits, losses or taxes as the case may be, of the Resulting Company 1.

(iii) All accretions and depletions in relation to the Demerged Undertaking 1 shall be for and on account of the Resulting Company 1.

PART C

4. CONSIDERATION

4.1 Upon Section I of the Scheme coming into effect on the Effective Date and upon the demerger of the Demerged Undertaking 1 and vesting of the same with the Resulting Company 1, the board of directors of the Demerged Company 1, in consultation with the board of directors of the Resulting Company 1, shall determine a record date, being a date on or subsequent to the Effective Date ("**Demerger1Record Date**") for the allotment of fully paid-up equity shares of face value of Rs. 2(Rupees Two only) each of the Resulting Company 1 to the equity shareholders of the Demerged Company 1 as on the Demerger 1Record Date.

4.2 The entitlement ratio stated in Clauses 4.3 and 4.6of Part C of Section I of this Scheme has been determined by the respective boards of directors of the Demerged Company 1 and the Resulting Company 1 or committees thereof based on their independent judgment after taking into consideration the valuation report provided by Khandelia & Sharma, chartered accountants and the fairness opinion provided by merchant banker, SPA Capital Advisors Limited.

4.3 The respective boards of directors of the Demerged Company 1 and the Resulting Company 1 or committees thereof have determined the share entitlement ratio such that for every 622 (six hundred and twenty two) equity shares of face value of Rs. 2(Rupees Two only) each held in the Demerged Company 1 as on the Demerger 1 Record Date, the equity shareholders of the Demerged Company 1 shall be issued 50 (fifty) equity share of face value of Rs. 2(Rupees Two only) each credited as fully paid-up in the Resulting Company 1. Accordingly, a total of 2,44,79,954 (two crores forty four lakhs seventy nine thousand nine hundred and fifty four) new equity shares of face value of Rs. 2(Rupees Two only) each will be issued by the Resulting Company 1 (assuming that the Demerged Company 1 CCDs have not been converted prior to the Demerger 1 Record Date). In the event, the Demerged Company 1 CCDs are converted into equity shares of the Resulting Company 1 prior to the Demerged 1 Record Date the total number of equity shares to be issued by the Resulting Company 1 shall increase to upto 2,57,03,706 (two crores fifty seven lakhs three thousand seven hundred and six) equity shares of face value Rs. 2 (Rupees Two only) each depending upon the number of Demerged Company 1 CCDs actually converted prior to the Demerger 1 Record Date. The Resulting Company1 shall, without any further act, instrument or deed, issue and allot to every equity shareholder of the Demerged Company 1 as on the Demerger 1 Record Date, the requisite number of equity shares in the Resulting Company 1. The said equity shares in the Resulting Company1 to be issued to the equity shareholders of the Demerged Company 1 pursuant to this Clause shall rank *pari passu* in all respects with the existing equity shares of the Resulting Company.

4.4 It is hereby clarified that no equity shares shall be issued by the Resulting Company 1 to any equity shareholder of the Demerged Company 1in respect of fractional entitlements, if any, as on the Demerger 1Record Date, of such equity shareholder at the time of issue and allotment of such equity shares by the Resulting Company 1. The board of directors of the Resulting Company 1 shall instead consolidate all such fractional entitlements, (ignoring any fraction remaining after such consolidation), and thereupon shall issue and allot equity shares in lieu thereof to a director or officer of the Resulting Company 1 or such other person as the board of directors of the Resulting Company 1 shall appoint in this behalf ("**Trustee 1**") who shall hold such equity shares in trust for all such equity shareholders of the Demerged Company 1 who are entitled to such fractional balances, with the express understanding that such Trustee 1, shall be bound by the express understanding to cause the sale of such shares at such time(s), at such price(s) and to such person(s) as the directors or officers of Resulting Company 1 or Trustee 1 may deem fit and the net sale proceeds thereof, deposited with the Resulting Company 1 (i.e., after deduction therefrom of expenses incurred in connection with the sale), shall be

distributed by the Resulting Company 1 to the relevant equity shareholders in proportion to their respective fractional entitlements.

4.5 As stated in Clause 2.1 of Section I of the Scheme, allotment of 3,250 (three thousand two hundred and fifty) equity shares of face value of Rs. 2 (Rupees Two only) each has been kept in abeyance by the Demerged Company 1 pursuant to court orders. Accordingly, the equity shares to be issued by the Resulting Company 1 in relation to 3,250 (three thousand two hundred and fifty) equity shares kept in abeyance by the Demerged Company 1, in accordance with the entitlement ratio stated in Clause 4.3 of Part C of Section I of this Scheme, shall also be kept in abeyance by the Resulting Company 1 and shall be allotted in accordance with the directions of the court.

4.6 Upon Section I of the Scheme coming into effect on the Effective Date and upon the demerger of the Demerged Undertaking 1 and vesting of the same with the Resulting Company 1, if there are any outstanding Demerged Company 1 CCDs in the Demerged Company 1 as on the Demerger 1Record Date, the Resulting Company 1 shall, without any further act, instrument or deed, issue and allot to each Demerged Company 1 CCD Holder as on the Demerger 1 Record Date, 50 (fifty) zero coupon compulsorily convertible debentures having face value of Rs. 81.10 (Rupees Eighty One and Ten Paise only) each as fully paid up for every 622 (six hundred and twenty two) Demerged Company 1 CCDs held by such Demerged Company CCD Holder, on the same terms and conditions as are applicable to the Demerged Company 1 CCDs.

4.7 On the approval of Section I of the Scheme by the members of the Resulting Company 1 pursuant to Section 391-394 of the 1956 Act and/or the relevant provisions of the Act, if applicable, it shall be deemed that the said members have also accorded their consent under Sections 42 and 62(1)(c) and 71 of the 2013 Act and/or any other applicable provisions of the Act and rules and regulations framed thereunder as may be applicable for the aforesaid issuance of equity shares/ compulsorily convertible debentures of the Resulting Company 1 to the equity shareholders of the Demerged Company 1/ Demerged Company 1 CCD Holders (as the case may be), and no further resolution or actions shall be required to be undertaken by the Resulting Company 1 under Sections 42 or 62(1)(c) or 71 of the 2013 Act or any other applicable provisions of the Act and rules and regulations framed thereunder, including, *inter alia*, issue of a letter of offer.

4.8 In terms of Clauses 4.1 and 4.3 of Part C of Section I of this Scheme, upon Section I of this Scheme coming into effect on the Effective Date and upon demerger of the Demerged Undertaking 1 and vesting of the same with the Resulting Company 1, the Resulting Company 1 shall issue and allot fully paid-up equity shares of the Resulting Company 1 to the equity shareholders of the Demerged Company 1, as on the Demerger 1Record Date. The authorised equity share capital of the Resulting Company 1 is required to be adequately enhanced to accommodate the increase in the paid-up equity share capital of the Resulting Company 1 on account of issuance and allotment of fully paid-up equity shares of the Resulting Company 1 to the equity shareholders of the Demerged Company 1, as on the Demerger 1 Record Date. Further, the Resulting Company 1 shall also be required to issue and allot equity shares to the Demerged Company 1 CCD Holders upon conversion of the Demerged Company 1 CCDs in accordance with the terms and conditions as are applicable to the Demerged Company 1 CCDs. The authorised equity share capital of the Resulting Company 1 is therefore, also required to be adequately enhanced to accommodate the increase in the paid-up equity share capital of the Resulting Company 1 on account of issuance and allotment of equity shares to the Demerged Company 1 CCD Holders upon conversion of the Demerged Company 1 CCDs in accordance with the terms and conditions as are applicable to the Demerged Company 1 CCDs. Therefore, as an integral part of the Scheme and upon the effectiveness of Section I of the Scheme, an amount of Rs. 15,00,00,000 (Rupees Fifteen Crores only) shall stand transferred from the authorized equity share capital of the Demerged Company 1 to the authorized equity share capital of the Resulting Company 1 and upon transfer of the amount of Rs. 15,00,00,000 (Rupees Fifteen Crores only) from the authorized equity share capital of the Demerged Company 1 to the authorized equity share capital of the Resulting Company 1, the authorized share capital of the Resulting Company 1 as set out in Clause 2.3 of Section I of the Scheme herein above shall stand enhanced to Rs. 15,05,00,000 (Rupees Fifteen Crores and Five Lakhs only) divided into 7,52,50,000 (seven crores fifty two lakhs and fifty thousand) equity shares of face value of Rs. 2 (Rupees Two only) each, without any further act, instrument or deed by the Resulting Company 1 and without any liability for payment of any additional fees or stamp duty in respect of such increase as the stamp duty and fees has already been paid by Demerged Company 1 on such authorized equity share capital, the benefit of which stands vested in the Resulting Company 1 pursuant to the Scheme becoming effective on the Effective Date. Subsequent to enhancement of the authorized equity share capital of the Resulting Company 1 as contemplated herein, the authorized share capital clause of the Memorandum of Association (Clause V) of the Resulting Company 1 shall stand modified and read as follows:

"*The Authorised Share Capital of the Company is Rs. 15,05,00,000 (Rupees Fifteen Crores and Five Lakh*s only) divided *into 7,52,50,000 (seven crores fifty two lakhs and fifty thousand) equity shares of Rs. 2 (Rupees Two only) each.*"

4.9 It is hereby clarified that for the purposes of Clause 4.8of Section I of the Scheme, the consent of the shareholders of the Resulting Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment and increase in the authorised share capital of the Resulting Company 1, and no further resolutions or actions under Sections 13 and/or 61 of the 2013 Act and/ or any other applicable provisions of the Act would be required to be separately passed or taken. However, the Resulting Company 1 shall make the requisite filings with the RoC for the increase in its authorised share capital in the manner set out in Clause 4.8 of Section I of the Scheme.

5. REDUCTION OF THE CAPITAL REDEMPTION RESERVE, CAPITAL RESERVE AND THE SECURITIES PREMIUM ACCOUNT OF THE DEMERGED COMPANY 1 AND REDUCTION IN THE ISSUED AND PAID UP EQUITY SHARE CAPITAL

AND SECURITIES PREMIUM ACCOUNT OF THE RESULTING COMPANY 1

5.1. Upon Section I of the Scheme coming into effect on the Effective Date, the difference between the amount of assets, liabilities and accumulated accounting losses (if any), pertaining to the Demerged Undertaking 1 being transferred by the Demerged Company 1 pursuant to Section I of the Scheme, and the amount of investment held by the Demerged Company 1 in the Resulting Company 1 and cancelled by Demerged Company 1, shall be first adjusted against the capital redemption reserve of the Demerged Company 1 and then against the capital reserve of the Demerged Company 1and the balance, if any, shall be adjusted against the securities premium account of the Demerged Company 1 and to the extent of such adjustment, the capital redemption reserve, the capital reserve and the securities premium account of the Demerged Company 1 shall stand reduced without any further act or deed on the part of the Demerged Company 1. The reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 and 55(2)of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Demerged Company 1 and without any approval or acknowledgement of any third party. The reduction in the capital reserve of the Demerged Company 1 shall be effected as an integral part of the Scheme in accordance with the applicable provisions of Act without any further act or deed on the part of the Demerged Company 1 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 and 55(2)of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such the reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1. It is hereby clarified that the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, as the case may be) would not be applicable to the reduction in the capital reserve of the Demerged Company 1. The aforesaid reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1 would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1, the Demerged Company 1 shall not be required to add "And Reduced" as suffix to its name.

5.2. It is expressly clarified that for the purposes of Clause 5 of Section I of the Scheme, the consent of the shareholders of the Demerged Company 1 to the Scheme and the consent of the secured and unsecured creditors of the Demerged Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1 and no further resolution and/or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.

5.3. The reduction of the capital redemption reserve and the securities premium account of the Demerged Company 1 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Demerged Company 1 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the capital redemption reserve and the securities premium account of the Demerged Company 1 as altered by the order and the amount of reduction in capital redemption reserve and the securities premium account of the Demerged Company 1.

5.4. The reduction of the capital redemption reserve and the securities premium account of the Demerged Company 1 shall become effective as set out in Clause 5.3 of Section I of the Scheme and shall be conditional upon Section I of the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date 1. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the capital redemption reserve, capital reserve and the securities premium account of the Demerged Company 1, as set out in this Clause 5 of Section I of the Scheme shall not become effective and shall be deemed to be redundant.

5.5. Upon Section I of the Scheme coming into effect on the Effective Date and immediately after issuance of the equity shares of the Resulting Company 1 to the equity shareholders of the Demerged Company 1, 2,50,000 (two lakhs and fifty thousand) equity shares of the Resulting Company 1 having face value of Rs. 2 (Rupees Two only) each held by the Demerged Company 1 comprising 100% (One Hundred per cent) of the total issued and paid-up equity share capital of the Resulting Company 1 as on the Effective Date shall stand cancelled without any further act or deed on the part of the Resulting Company 1. The reduction in the issued and paid-up equity share capital of the Resulting Company 1 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Resulting Company 1 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under

Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such reduction. The aforesaid reduction would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the issued and paid-up equity share capital of the Resulting Company 1, the Resulting Company 1 shall not be required to add "And Reduced" as suffix to its name.

5.6. It is expressly clarified that for the purposes of this Clause 5 of Section I of the Scheme, the consent of the shareholders and the secured and unsecured creditors of the Resulting Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above reorganization in the issued and paid-up equity share capital of the Resulting Company 1 resulting in a reduction in the equity share capital of the Resulting Company 1, and no further resolution and/or action under Section 100 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/or any other applicable provisions of the Act would be required to be separately passed or taken.

5.7. The reduction of the issued and paid-up equity share capital of the Resulting Company 1 as contemplated in this Clause 5 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(5) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder, pursuant to the filing of the order of the Court sanctioning the aforesaid capital reduction by the Resulting Company 1 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, if any, showing, with respect to the issued and paid-up equity share capital of the Resulting Company 1 as altered by the order, (a) the amount of issued and paid-up equity share capital; (b) the number of shares into which it is to be divided; (c) the amount of each share; and (d) the amount, if any, deemed to be paid-up on each share at the date of registration of the aforesaid minute and order by the RoC. Such reduction in the issued and paid-up equity share capital of the Resulting Company 1 as contemplated in this Clause 5 of Section I of the Scheme shall be conditional upon Section I of this Scheme becoming effective on the Effective Date. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reduction of issued and paid-up equity share capital as set out in this Clause 5 of Section I of the Scheme shall not become effective and shall be deemed to be redundant.

5.8. Upon Section I of the Scheme coming into effect on the Effective Date and after giving effect to Clauses 6.1(c) and (e) of Section I of the Scheme, the accumulated accounting losses (if any) relating to the Demerged Undertaking 1 that have been transferred to the Resulting Company 1 pursuant to Section I of the Scheme, shall be adjusted against the securities premium account of the Resulting Company 1 and to the extent of such adjustment, the securities premium account of the Resulting Company 1 shall stand reduced without any further act or deed on the part of the Resulting Company 1. The reduction in the securities premium account of the Resulting Company 1 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Resulting Company 1 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such the reduction in the securities premium account of the Resulting Company 1. The aforesaid reduction in the securities premium account of the Resulting Company 1 would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the securities premium account of the Resulting Company 1, the Resulting Company 1 shall not be required to add "And Reduced" as suffix to its name.

5.9. It is expressly clarified that for the purposes of Clause 5 of Section I of the Scheme, the consent of the shareholders of the Resulting Company 1 to the Scheme and the consent of the secured and unsecured creditors of the Resulting Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the securities premium account of the Resulting Company 1 and no further resolution and/ or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.

5.10. The reduction of the securities premium account of the Resulting Company 1 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Resulting Company 1 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the securities premium account of the Resulting Company 1 as altered by the order and the amount of reduction in the securities premium account of the Resulting Company 1.

5.11. The reduction of the securities premium account of the Resulting Company 1 shall become effective as set out in Clause 5.10of Section I of the Scheme and shall be conditional upon Section I of the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date 1 and shall take place after giving effect to Clauses 6.1(c) and (e) of Section I of the

Scheme. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the securities premium account of the Resulting Company 1 as set out in this Clause 5 of Section I of the Scheme shall not become effective and shall be deemed to be redundant.

PART D

6. ACCOUNTING TREATMENT

6.1. Treatment in the books of Resulting Company 1

Pursuant to Section I of the Scheme coming into effect on the Effective Date with effect from the Demerger Appointed Date 1, the Resulting Company 1 shall account for the demerger and vesting of the Demerged Undertaking 1 with the Resulting Company 1 in its books of accounts in accordance with the Indian Generally Accepted Accounting Principles followed by the Resulting Company 1 on the Effective Date, in the following manner:

(a) The assets, liabilities and accumulated accounting losses (if any) transferred to and vested in the Resulting Company 1 pursuant to this Section I of the Scheme, shall be recorded in the books of account of the Resulting Company 1 at the book values of the respective assets and liabilities and accumulated accounting losses (if any) as recorded in the books of account of the Demerged Company 1 as on the Demerger Appointed Date 1.

(b) The Resulting Company 1 shall credit its issued and paid-up equity share capital account with the aggregate face value of the equity shares issued to the shareholders of Demerged Company 1 pursuant to Clause 4 of Part C of Section I of this Scheme.

(c) The amount of difference in the net asset value (asset minus liabilities), and the accumulated accounting losses (if any), relating to of the Demerged Undertaking 1 transferred to the Resulting Company 1 pursuant to Section I of this Scheme and the amount of the equity share capital issued by the Resulting Company 1 pursuant to Clause 4 of Section I of the Scheme, shall also be credited to the securities premium account of the Resulting Company 1.

(d) Accumulated accounting losses, if any, relating to the Demerged Undertaking 1 transferred to Resulting Company 1 pursuant to Section I of the Scheme shall be adjusted, after giving effect to Clauses 6.1 (c) and (e) of Section I of the Scheme, in the manner as set out in Clauses 5.8 to 5.11 of Section I of the Scheme.

(e) Upon cancellation of the shares of the Resulting Company 1 held by the Demerged Company 1 in accordance with Clauses 5.5 to 5.7 of Section I of this Scheme, the amount of the issued and paid-up equity share capital of the Resulting Company 1 so reduced shall be credited to the securities premium account of the Resulting Company 1.

(f) Any matter not dealt with in this Clause 6.1 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Resulting Company 1 on the Effective Date.

6.2. Treatment in the books of the Demerged Company 1

Pursuant to Section I of the Scheme coming into effect on the Effective Date with effect from the Demerger Appointed Date 1, the Demerged Company 1 shall account for the demerger and vesting of the Demerged Undertaking 1 with the Resulting Company 1 in its books of accounts in accordance with Indian Generally Accepted Accounting Principles followed by the Demerged Company 1 on the Effective Date, in the following manner:

(a) The respective book values of the assets, liabilities and accumulated accounting losses (if any) of the Demerged Undertaking 1 shall be reduced in the books of accounts of the Demerged Company 1 in compliance with the applicable accounting standards.

(b) The difference between the amount of assets, liabilities and accumulated accounting losses (if any) pertaining to the Demerged Undertaking 1 transferred pursuant to Section I of the Scheme shall be adjusted in the manner set out in Clauses 5.1 to 5.4 of Section I of this Scheme.

(c) The amount of investments held by Demerged Company 1 in the Resulting Company 1 shall be written off in the manner set out in Clauses 5.1 to 5.4 of Section I of the Scheme.

(d) Any matter not dealt with in this Clause 6.2 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Demerged Company 1 on the Effective Date.

PART E

7. LISTING OF THE RESULTING COMPANY 1

7.1 The Resulting Company 1 shall, subject to compliance with applicable laws, rules, circulars and notifications, including, *inter alia*, the applicable provisions of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013, as modified by SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013, as amended from time to time, make an application for listing and trading of its equity shares on the Stock Exchanges.

7.2 The Stock Exchanges, shall list the equity shares of the Resulting Company 1, in accordance with applicable laws, rules, circulars and notifications, including, *inter alia*, the applicable provisions of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013, as modified by SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013 as amended from time to time.

7.3 New equity shares allotted to the shareholders of the Demerged Company 1 in the Resulting Company 1 pursuant to Section I of the Scheme shall remain frozen in the depositories system until listing/ trading permission for the equity shares of the Resulting Company 1 is granted by the Stock Exchanges. Between the Demerger 1 Record Date and the date of listing of the equity shares of the Resulting Company 1 with the Stock Exchanges, there shall be no change in the shareholding pattern or control of the Resulting Company 1 other than as contemplated in this Scheme.

7.4 The equity shares of the Resulting Company 1, issued in lieu of the locked-in equity shares of the Demerged Company 1, shall be subject to lock-in for the remainder of the lock-in period as applicable under applicable laws.

SECTION II

AMALGAMATION OF THE TRANSFEROR COMPANY (AS DEFINED HEREINAFTER) WITH THE TRANSFEREE COMPANY (AS DEFINED HEREINAFTER).

PART A

WHEREAS:

A. **JITF Shipyards Limited** (hereinafter referred to as the "**Transferor Company**"), is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh - 281403. The Transferor Company is a wholly owned subsidiary of Demerged Company 1. The description of the Transferor Company is more particularly set out in **Schedule 1** hereto.

B. **JITF Waterways Limited** (hereinafter referred to as the "**Transferee Company**"), is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh- 281403. The Transferee Company has diverse business interests in the ocean waterways and inland waterways transportation businesses and is a wholly owned subsidiary of the Transferor Company.

C. In terms of Section II of this Scheme, it is now proposed, *inter alia*, to amalgamate the Transferor Company with the Transferee Company, on the Amalgamation Appointed Date (*as defined hereinafter*), reduce the capital reserve (if required) and the securities premium account (if required) of the Transferee Company, dissolution without winding up of the Transferor Company and change the name of the Transferee Company, pursuant to and under Sections 391 to 394 read with Sections 100- 103 of the 1956 Act and other relevant provisions of the Act, in the manner provided for in Section II of the Scheme.

D. The amalgamation of the Transferor Company with the Transferee Company pursuant to and in accordance with this Scheme shall be in accordance with Section 2(1B) of the IT Act.

1.DEFINITIONS

For the purposes of Section II of this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings mentioned herein below:

(a) **"Amalgamation Appointed Date"** means the opening of business hours on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Transferor Company and the Transferee Company, being the time and date with effect from which Section II of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of the Scheme.

(b) **"Amalgamation Record Date"** shall have the meaning ascribed to it in Clause 4.1 of Section II of the Scheme.

(c) **"Transferor Company"** shall have the meaning ascribed to it in Recital A of Section II hereto and shall include but not be limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Transferor Company, including without limitation, the fixed assets listed in of **Schedule 1** hereto;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Transferor Company;

(iii) all debts, borrowings and liabilities (including the Transferor Company CCDs, if any), whether present or future, whether secured or unsecured availed by the Transferor Company;

(iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax, tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Transferor Company;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Transferor Company;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Transferor Company;

(vii) all employees of the Transferor Company;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Transferor Company;

(ix) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Transferor Company; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Transferor Company.

(d) **"Transferor Company CCDs"** shall mean any outstanding compulsorily convertible debentures issued by the Transferor Company having coupon rate of 9.25% (nine point two five percent) and having face value of Rs. 10,00,00,000 (Rupees Ten Crores only) each.

(e) **"Transferor Company CCD Holders"** shall mean the holders of the Transferor Company CCDs.

(f) **"Transferee Company"** shall have the meaning ascribed to it in Recital B of Section II hereto.

(g) **"Trustee 2"** shall have the meaning ascribed to it in Clause 4.4 of Section II hereto.

The expressions, which are used in this Section II of the Scheme and not defined in Section II shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under Section I, Section III and Section IV of the Scheme or in the absence thereof, the Act, the IT Act, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, guidelines, circulars, as the case may be, including any statutory modification or re-enactment thereof, from time to time.

2. SHARE CAPITAL

2.1. The share capital of the Transferee Company, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
Authorized Capital **Equity** 210,000,000 Equity Shares of Rs.10 each	2,100,000,000
Total	2,100,000,000
Issued, Subscribed and Paid-up Capital 20,44,79,356 Equity Shares of Rs.10 each	2,044,793,560
Total	**2,044,793,560**

2.2. Subsequent to the above date and till the date of the Scheme being approved by the board of directors of the Transferee Company, there has been no change in the issued, subscribed or paid up capital of the Transferee Company.

2.3. The share capital of the Transferor Company, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
Authorized Capital **Equity** 80,000,000 Equity Shares of Rs.10 each	800,000,000
Total	**800,000,000**
Issued, Subscribed and Paid-up Capital 5,630,000 Equity Shares of Rs.10 each	56,300,000
Total	**56,300,000**

Additionally, 20 (twenty) Transferor Company CCDs having face value of Rs. 10,00,00,000 (Rupees Ten Crores only) each, were issued and allotted by the Transferor Company on October 20, 2015 which are due for conversion into equity shares of the Transferor Company at a mutually agreed conversion price and/ or the fair value of the shares as determined by a reputed merchant banker, by April 12, 2016.

2.4. Subsequent to the above date and till the date of the Scheme being approved by the board of directors of the Transferor Company, there has been no change in the issued, subscribed or paid up capital of the Transferor Company except for the increase in issued, subscribed and paid up share capital of the Transferor Company from Rs. 56,30,000 (Rupees Fifty Six Lakhs and Thirty Thousand only) to Rs. 75,76,86,530 (Rupees Seventy Five Crores Seventy Six Lakhs Eighty Six Thousand Five Hundred and Thirty only) by allotment of equity shares of 7,57,68,653 (seven crores fifty seven lakhs sixty eight thousand six hundred and fifty three only) of Rs. 10 (Rupees Ten only) each, on October 21, 2015.

PART B

3. AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

3.1 Subject to the provisions of Section II of the Scheme in relation to the modalities of amalgamation, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferor Company, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall amalgamate with the Transferee Company, and shall become the property of and an integral part of the Transferee Company subject to the existing charges and encumbrances, if any, created by the Transferor Company in favour of its lenders or the lenders of its subsidiaries or group companies, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Transferor Company or the Transferee Company. Without prejudice to the generality of the above, in particular, the Transferor Company shall stand amalgamated with the Transferee Company, in the manner described in sub-paragraphs (a) – (n) below:

a. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all immovable property (including land, buildings and any other immovable property) of the Transferor Company, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed done by the Transferor Company or the Transferee Company. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfill all obligations, in relation to or applicable to such immovable properties. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the title to the immovable properties of the Transferor Company shall be deemed to have been mutated and recognised as that of the Transferee Company and the mere filing thereof with the appropriate Registrar or Sub-Registrar of Assurances or with the relevant Government agencies shall suffice as record of continuing titles with the Transferee Company pursuant to the Section II of the Scheme becoming effective and shall constitute a deemed mutation and substitution thereof. The Transferee Company shall in pursuance of the vesting order of the Court be entitled to the delivery and possession of all documents of title to such immovable property in this regard.

b. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all the assets of the Transferor Company as are movable in nature and/ or are capable of transfer by endorsement and

delivery, shall stand vested in Transferee Company, and shall become the property and an integral part of Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical delivery or by endorsement and delivery, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly.

c. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, any and all other movable property (except those specified elsewhere in this Clause) including all sundry debts and receivables, outstanding loans and advances, if any, relating to the Transferor Company, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with government, semi-government, local and other authorities and bodies, customers and other persons shall, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company become the property of the Transferee Company. Where any of the outstanding receivables attributed to the Transferor Company have been received by the Transferor Company after the Amalgamation Appointed Date, the same shall be deemed to have been received by the Transferor Company for and on behalf of the Transferee Company.

d. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all debts, borrowings, liabilities (including the Transferor Company CCDs, if any), contingent liabilities, duties and obligations, secured or unsecured, relating to the Transferor Company, whether provided for or not in the books of accounts of the Transferor Company or disclosed in the balance sheet of such Transferor Company, shall become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company undertakes to meet, discharge and satisfy the same to the exclusion of the Transferor Company. 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. However, if any lender of the Transferor Company requires satisfaction of the charge over the Transferor Company's properties and recordal of a new charge with the Transferee Company, the Transferee Company shall for good order and for statistical purposes, file appropriate forms with the RoC as accompanied by the sanction order or a certified copy thereof and any deed of modification or novation executed by the Transferee Company. Where any of the loans, liabilities and obligations attributed to the Transferor Company have been discharged by the Transferor Company after the Amalgamation Appointed Date but before the Effective Date, such discharge shall be deemed to have been done by the Transferor Company for and on behalf of the Transferee Company.

e. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all incorporeal or intangible property of the Transferor Company shall stand vested in the Transferee Companyand shall become the property and an integral part of the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or Transferee Company.

f. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all letters of intent, contracts, deeds, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Company to which it is a party or to the benefit of which it may be entitled, shall be in full force and effect against or in favour of the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

g. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all permits, grants, allotments, recommendations, rights, entitlements, licenses and registrations including relating to trademarks, logos, patents and other intellectual property rights, approvals, clearances, tenancies, privileges, powers, offices, taxes, tax credits, tax refunds, tax holidays (relating to direct or indirect tax), entitlements (including, but not limited to, credits in respect of income tax, sales tax, value added tax, turnover tax, excise duty, service tax, security transaction tax, minimum alternate tax credit and duty entitlement credit certificates etc.), facilities of every kind and description of whatsoever nature, in relation to the Transferor Company to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, shall be enforceable by or against the Transferee Company, as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transfer or Company or the Transferee Company.

h. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, any statutory licenses, no-objection certificates, permissions, registrations (including sales tax, service tax, excise, value added tax), approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the

Transferor Company or granted to the Transferor Company shall stand vested in or transferred to the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, and shall be appropriately transferred or assigned by the concerned statutory authorities in favour of Transferee Company upon amalgamation of the Transferor Company with the Transferee Company pursuant to Section II of this Scheme. The benefit of all statutory and regulatory permissions, environmental approvals and consents including statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company upon Section II of this Scheme, coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company.

i. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company shall bear the burden and the benefits of any legal or other proceedings initiated by or against the Transferor Company. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, if any suit, appeal or other proceeding of whatsoever nature by or against the Transferor Company, be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the amalgamation of Transferor Company or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, as if this Scheme had not been made. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company undertakes to have such legal or other proceedings initiated by or against the Transferor Company transferred in its name and to have the same continued, prosecuted and enforced by or against the Transferee Company. The Transferee Company also undertakes to handle all legal or other proceedings which may be initiated against the Transferor Company after the Effective Date in respect of the period up to the Effective Date, in its own name and account and further undertakes to pay all amounts including interest, penalties, damages, etc. which the Transferor Company may be called upon to pay or secure in respect of any liability or obligation relating to the Transferor Company for the period up to the Effective Date.

j. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all persons that were employed in the Transferor Company immediately before such date shall become employees of the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, with the benefit of continuity of service on the same terms and conditions as were applicable to such employees immediately prior to such amalgamation and without any break or interruption in service. It is clarified that such employees of the Transferor Company that become employees of the Transferee Company by virtue of this Scheme, shall continue to be governed by the terms of employment as were applicable to them immediately before such amalgamation and shall not be entitled to be governed by employment policies, and shall not be entitled to avail of any benefits under any scheme or settlement or otherwise that are applicable and available to any other employees of the Transferee Company, unless and otherwise so stated by the Transferee Company in writing in respect of all employees, class of employees or any particular employee. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into by the Transferor Company in respect of such employees with their respective employees / employee unions. With regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of the Transferor Company, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company shall stand substituted for the Transferor Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing provident fund benefits, gratuity benefits and superannuation benefits or any other special benefits or obligation, if any, created or used by the Transferor Company (or an affiliate of the Transferor Company on behalf of the Transferor Company) for its employees being transferred to the Transferee Company pursuant to this Scheme shall be continued by the Transferee Company for the benefit of such employees on the same terms and conditions. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such schemes or funds shall become those of the Transferee Company. Further, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee by the Transferor Company shall be continued/continue to operate against the relevant employee and shall be enforced by the Transferee Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company.

k. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all direct and indirect taxes, duties and cess (such as income tax, service tax, security transaction tax, value added tax, minimum alternate tax, advance tax, excise tax etc. or any other like payments made by the Transferor Company to any statutory authorities), or other collections made by the Transferor Company and relating to the period after the Amalgamation Appointed Date up to the Effective Date, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Transferee Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company. Further, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all deduction otherwise admissible to Transferor Company including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as under Section 43B, Section 40, Section 40A etc. of the IT Act) shall be eligible for deduction to the Transferee Company upon fulfilment of the required conditions under the IT Act. Further, the Transferee Company shall be entitled to claim credit for taxes deducted at source/ paid against its tax/ duty liabilities/ minimum alternate tax, advance tax, service tax, value added tax liability etc., notwithstanding the certificates/ challans or other documents for payment of such taxes/duties, as the case may be, being in the name of the Transferor Company.

l. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all taxes payable by the Transferor Company including all or any refunds of claims shall be treated as the tax liability or refunds/claims as the case may be, of the Transferee Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company, and the Transferee Company shall be entitled to file/revise its statutory returns and related tax payment certificates and to claim refunds and advance tax credits as may be required consequent to the implementation of the Scheme, and all tax compliances under applicable laws by the Transferor Company shall be deemed to have been undertaken by the Transferee Company.

m. The Transferee 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 other writings or arrangements including any forms or depository instructions, with any party to any contract or arrangement in relation to the Transferor Company to which the Transferor Company is a party, in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writing on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on behalf of the Transferor Company.

n. With effect from the Amalgamation Appointed Date and upto and including the Effective Date:

(i) the Transferor Company shall carry on and be deemed to have been carrying on all the business and activities of the Transferor Company for and on behalf of and in trust for the Transferee Company.

(ii) All profits / losses accruing to the Transferor Company and all taxes thereon arising or incurred by it, shall, for all purposes, be treated as the profits, losses or taxes as the case may be, of the Transferee Company.

(iii) All accretions and depletions in relation to the Transferor Company shall be for and on account of the Transferee Company.

PART C

4. CONSIDERATION

4.1 Upon Section II of the Scheme coming into effect on the Effective Date and upon the amalgamation of the Transferor Company with the Transferee Company, the board of directors of the Transferor Company, in consultation with the board of directors of the Transferee Company, shall determine a record date, being a date on or subsequent to the Effective Date ("**Amalgamation Record Date**") for the allotment of fully paid-up equity shares of face value of Rs. 10 (Rupees Ten only) each of the Transferee Company to the equity shareholders of the Transferor Company as on the Amalgamation Record Date.

4.2 The entitlement ratio stated in Clause 4.3 and Clause 4.5 of Part C of Section II of this Scheme has been determined by the respective boards of directors of the Transferor Company and the Transferee Company or committees thereof based on their independent judgment after taking into consideration the valuation report provided by Khandelia & Sharma, chartered accountants and the fairness opinion provided by merchant banker, SPA Capital Advisors Limited.

4.3 The respective boards of directors of the Transferor Company and the Transferee Company or committees thereof have determined the share entitlement ratio such that for every 10(ten) equity shares of face value of Rs. 10(Rupees Ten only) each held in the Transferor Company as on the Amalgamation Record Date, the equity shareholders of the Transferor Company shall be issued 26.987 (twenty six point nine eight seven) equity shares of face value of Rs. 10(Rupees Ten only) each credited as fully paid-up in the Transferee Company so that the number of equity shares issued by the Transferee Company to the shareholders of the Transferor Company is the same as the number of equity shares held by the Transferor Company in the Transferee Company prior to the amalgamation pursuant to this Section II. Accordingly, a total of 20,44,79,356 (twenty crores forty four lakhs seventy nine thousand three hundred and fifty six) new equity shares of face value of Rs. 10(Rupees Ten only) each will be issued by the Transferee Company. The Transferee Company shall, without any further act, instrument or deed, issue and allot to every equity shareholder of the Transferor Company as on the Amalgamation Record Date, the requisite number of equity shares in the Transferee Company. The said equity shares in the Transferee Company to be issued to the equity shareholders of the Transferor Company pursuant to this Clause shall rank *pari passu* in all respects with the existing equity shares of the Transferee Company.

4.4 It is hereby clarified that no equity shares shall be issued

by the Transferee Company to any equity shareholder of the Transferor Company in respect of fractional entitlements, if any, as on the Amalgamation Record Date, of such equity shareholder at the time of issue and allotment of such equity shares by the Transferee Company. The board of directors of the Transferee Company shall instead consolidate all such fractional entitlements, (ignoring any fraction remaining after such consolidation), and thereupon shall issue and allot equity shares in lieu thereof to a director or officer of the Transferee Company or such other person as the board of directors of the Transferee Company shall appoint in this behalf ("**Trustee 2**") who shall hold such equity shares in trust for all such equity shareholders of the Transferor Company who are entitled to such fractional balances, with the express understanding that such Trustee 2, shall be bound by the express understanding to cause the sale of such shares at such time(s), at such price(s) and to such person(s) as the directors or officers of Transferee Company or the Trustee 2 may deem fit and the net sale proceeds thereof, deposited with the Transferee Company (i.e., after deduction therefrom of expenses incurred in connection with the sale), shall be distributed by the Transferee Company to the relevant equity shareholders in proportion to their respective fractional entitlements.

4.5 Upon Section II of the Scheme coming into effect on the Effective Date and upon the amalgamation of the Transferor Company with the Transferee Company, if there are any outstanding Transferor Company CCDs in the Transferor Company as on the Amalgamation Record Date, the Transferee Company shall, without any further act, instrument or deed, issue and allot to each Transferor CCD Holder as on the Amalgamation Record Date, 1 (one) compulsorily convertible debentures having coupon rate of 9.25% (nine point two five percent) and having face value of Rs. 10,00,00,000 (Rupees Ten Crores only) each as fully paid up for every 1 (one) Transferor Company CCD held by such Transferor Company CCD Holder, on the same terms and conditions as are applicable to the Transferor Company CCDs ("**Transferee Company CCDs**").

4.6 On the approval of Section II of the Scheme by the members of the Transferee Company pursuant to Section 391-394 of the 1956 Act and/or the relevant provisions of the Act, if applicable, it shall be deemed that the said members have also accorded their consent under Sections 42, 62(1)(c) and 71 of the 2013 Act and/ or any other applicable provisions of the Act and rules and regulations framed thereunder as may be applicable for the aforesaid issuance of equity shares/ compulsorily convertible debentures of the Transferee Company to the equity shareholders of the Transferor Company/ Transferor Company CCD Holders (as the case may be), and no further resolution or actions shall be required to be undertaken by the Transferee Company under Sections 42, 62(1)(c) or 71 of the 2013 Act or any other applicable provisions of the Act and rules and regulations framed thereunder, including, *inter alia*, issue of a letter of offer.

5. REDUCTION OF THE CAPITAL RESERVE AND SECURITIES PREMIUM ACCOUNT OF THE TRANSFEREE COMPANY

5.1 Upon Section II of the Scheme coming into effect on the Effective Date, the debit balance (if any) of the capital reserve of the Transferee Company and accumulated accounting losses, if any, of the Transferor Company acquired by the Transferee Company pursuant to the amalgamation of the Transferor Company with the Transferee Company, after giving effect to Clause 6(e) of Section II of the Scheme, shall be adjusted against and to the extent balance available in the capital reserve, if any, and the balance if any, shall be adjusted against the securities premium account of the Transferee Company and to the extent of such adjustment the capital reserve and the securities premium account of the Transferee Company shall stand reduced without any further act or deed on the part of the Transferee Company. The reduction in the securities premium account of the Transferee Company shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Transferee Company and without any approval or acknowledgement of any third party. The reduction in the capital reserve of the Transferee Company shall be effected as an integral part of the Scheme in accordance with the applicable provisions of Act without any further act or deed on the part of the Transferee Company and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such the reduction in the securities premium account of the Transferee Company. It is hereby clarified that the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, as the case may be) would not be applicable to the reduction in the capital reserve of the Transferee Company. The aforesaid reduction in the securities premium account of the Transferee Company would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the capital reserve and the securities premium account of the Transferee Company, the Transferee Company shall not be required to add "And Reduced" as suffix to its name.

5.2 It is expressly clarified that for the purposes of Clause 5 of Section II of the Scheme, the consent of the shareholders of the Transferee Company to the Scheme and the consent of the secured and unsecured creditors of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the securities premium account of the Transferee Company and no further resolution and/or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.

5.3 The reduction of the securities premium account of the Transferee Company shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Transferee Company with the RoC and upon registration by the RoC of such order of the Court and

of the minute approved by the Court, with respect to the securities premium account of the Transferee Company as altered by the order and the amount of reduction in the securities premium account of the Transferee Company.

5.4 The reduction of the securities premium account of the Transferee Company shall become effective as set out in Clause 5.3 of Section II of the Scheme and shall be conditional upon Section II of the Scheme becoming effective on the Effective Date and with effect from the Amalgamation Appointed Date and shall take place after giving effect to Clause 6(e) of Section II of the Scheme. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the capital reserve and the securities premium account of the Transferee Company, as set out in this Clause 5 of Section II of the Scheme shall not become effective and shall be deemed to be redundant.

PART D

6. ACCOUNTING TREATMENT

Pursuant to Section II of the Scheme coming into effect on the Effective Date with effect from the Amalgamation Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company with the Transferee Company in its books of accounts in accordance with the Indian Generally Accepted Accounting Principles followed by the Transferee Company on the Effective Date, in the following manner:

(a) The Transferee Company shall record the assets, liabilities and reserves, including accumulated accounting losses of the Transferor Company vested in it pursuant to this Section II of the Scheme at their existing carrying amounts.

(b) The identity of the reserves including accumulated accounting losses, if any, of the Transferor Company shall be maintained and the same shall be aggregated with the balances of similar reserves, if any, in the books of the Transferee Company.

(c) Any inter-company deposits, loans, advances, balances, investments, guarantee, etc. between the Transferor Company and the Transferee Company shall stand cancelled.

(d) The Transferee Company shall credit its issued and paid-up equity share capital account with the aggregate face value of the equity shares issued to the shareholders of the Transferor Company pursuant to Clause 4 of Part C of Section II of this Scheme.

(e) The difference between the book value of assets minus the book values of the liabilities and reserves), if any, of the Transferor Company as on the Amalgamation Appointed Date taken over by the Transferee Company as per Clause 6(a) and (b) of Section II of the Scheme and accumulated accounting losses, if any, and cancellation in Clause 6(c)of Section II of the Scheme and the credit to the issued and paid up equity share capital of the Transferee Company as per Clause 6(d) of Section II of this Scheme, shall be credited/ debited by the Transferee Company to its capital reserve.

(f) The debit balance (if any) of capital reserve of the Transferee Company and the accumulated accounting losses, if any, of the Transferor Company acquired by the Transferee Company pursuant to the amalgamation of the Transferor Company with the Transferee Company, after giving effect to Clause 6(e) of Section II of the Scheme, shall be adjusted in the manner set out in Clauses 5.1 to 5.4 of Section II of the Scheme.

(g) Any matter not dealt with in this Clause 6 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Transferee Company on the Effective Date.

7. TRANSFER OF THE AUTHORIZED SHARE CAPITAL

7.1 As an integral part of the Scheme and upon the effectiveness of Section II of the Scheme, the authorised share capital of the Transferor Company amounting to Rs. 80,00,00,000 (Rupees Eighty Crores only) shall stand consolidated and vested in and merged with the authorised share capital of the Transferee Company and the authorised share capital of the Transferee Company as set out in Clause 2.1 of Section II of the Scheme herein above shall stand enhanced to Rs. 290,00,00,000 (Rupees Two Hundred and Ninety Crores only) divided into 29,00,00,000 (twenty nine crores) equity shares of face value of Rs. 10 (Rupees Ten only) each, without any further act, instrument or deed by the Transferee Company and without any liability for payment of any additional fees or stamp duty in respect of such increase as the stamp duty and fees has already been paid by Transferor Company on such authorized capital, the benefit of which stands vested in the Transferee Company pursuant to the Scheme becoming effective on the Effective Date. Subsequent to enhancement of the authorized share capital of the Transferee Company as contemplated herein, the authorized share capital clause of the Memorandum of Association (Clause V) of the Transferee Company shall stand modified and read as follows:

"*The Authorised Share Capital of the Company is Rs. 290,00,00,000 (Rupees Two Hundred and Ninety Crores only) divided into 29,00,00,000 (twenty nine crores) equity shares of face value of Rs. 10 (Rupees Ten only) each*."

7.2 It is hereby clarified that for the purposes of this Clause 7 of Part C of Section II of the Scheme, the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment and increase in authorised share capital of the Transferee Company, and no further resolutions or actions under Sections 13 and/or 61 of the 2013 Act and/ or any other applicable provisions of the Act would be required to be separately passed or taken. However, the Transferee Company shall make the requisite filings with the RoC for the increase in its authorised share capital in the manner set out in this Clause 7.

8. DISSOLUTION OF THE TRANSFEROR COMPANY

As mentioned above, the Transferee Company is a wholly owned subsidiary of the Transferor Company. Accordingly, upon Section II of the Scheme coming into effect, the equity shares held by the Transferor Company in the Transferee Company shall stand cancelled on the date of allotment of the equity shares by the Transferee

Company to the equity shareholders of the Transferor Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company and the Transferor Company shall, without any further act, instrument or deed of the Transferor Company or the Transferee Company, stand dissolved without winding up. The order of the Court sanctioning the Scheme will be deemed to be an order under section 102 of the 1956 Act.

9. CHANGE IN NAME OF THE TRANSFEREE COMPANY

9.1 As an integral part of this Scheme, upon the effectiveness of Section II of the Scheme, the name of the Transferee Company shall stand changed to "*JITF Shipyards Limited*" or such other name as may be approved by the board, shareholders of the Transferee Company and the RoC, without any further act, instrument or deed and the name "*JITF Waterways Limited*" wherever it appears in the Memorandum and Articles of Association of the Transferee Company shall stand substituted by the new name "*JITF Shipyards Limited*" or such other name as may be approved by the board, shareholders of the Transferee Company and the RoC, without any further act, instrument or deed on the part of the Transferee Company. Upon such name change, the requirement of using or displaying the former name "*JITF Waterways Limited*" together with the new name "*JITF Shipyards Limited*" or such other name as may be approved by the board, shareholders of the Transferee Company and the RoC,outside its offices, on its company seal, letters, bills, notices, official publications and all other places or documents whatsoever, shall be automatically dispensed with without any further act, instrument or deed on the part of the Transferee Company by virtue of the order of the Court sanctioning the Scheme. The order of the Court sanctioning the Scheme shall be deemed to be a specific direction under Section 13 of the 2013 Act read with Rule 8(8) of the Companies (Incorporation) Rules, 2014 and/ or any other applicable provisions of the Act and rules and regulations framed thereunder for the change of name of the Transferee Company to "*JITF Shipyards Limited*" pursuant to the release of the aforesaid name by the Transferor Company.

9.2 Pursuant to the effectiveness of this Scheme, the Transferee Company shall file the requisite forms with the RoC and shall obtain a fresh certificate of incorporation upon the change of its name to "*JITF Shipyards Limited*" or such other name as may be approved by the board, shareholders of the Transferee Company and the RoC.

9.3 It is hereby clarified that for the purposes of this Clause 9, the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment or changing the name of the Transferee Company and no further resolution under Section 13 of the 2013 Act and/or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed.

SECTION III

DEMERGER OF THE DEMERGED UNDERTAKING 2 (AS DEFINED HEREINAFTER) OF THE DEMERGED COMPANY 2 (AS DEFINED HEREINAFTER) AND VESTING OF THE SAME WITH THE RESULTING COMPANY 2 (AS DEFINED HEREINAFTER)

PART A

WHEREAS:

A. **JITF Waterways Limited,** is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh-281403, after giving effect to Section II of the Scheme (hereinafter referred to as the "*Demerged Company 2*"). The Demerged Company 2 will become a wholly owned subsidiary of the Resulting Company 2 after giving effect to Section II of the Scheme.

B. **Jindal Saw Limited** (hereinafter referred to as the **"Resulting Company 2")**, is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh- 281403. The Resulting Company 2 has diverse business interests in the manufacturing of steel pipe and steel pellets and infrastructure businesses.

C. In terms of Section III of this Scheme, it is now proposed, *inter alia*, to demerge the Demerged Undertaking 2 *(as defined hereinafter)* of the Demerged Company 2, and vest the same with the Resulting Company 2, reduce the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2, reduce the issued and paid up equity share capital, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2, with effect from the Demerger Appointed Date 2 *(as defined hereinafter)* pursuant to and under Sections 391 to 394 read with Section 100 – 103 of the 1956 Act and/or other relevant provisions of the Act and the rules and regulations framed thereunder, in the manner provided for in Section III of the Scheme.

D. The demerger of the Demerged Undertaking 2 of the Demerged Company 2 and vesting of the same with the Resulting Company 2 pursuant to and in accordance with this Scheme shall be in accordance with Section 2(19AA) of the IT Act *(as defined hereinafter)*.

1.DEFINITIONS

For the purposes of Section III of this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings mentioned herein below:

(a) **"Demerged Company 2"** shall have the meaning ascribed to it in Recital A of Section III hereto.

(b) **"Demerged Business 2"** comprises of the business and business interests of the Demerged Company 2 in the ocean water ways business *inter alia* through subsidiaries of the Demerged Company 2 engaged in the ocean water ways business.

(c) ***"*Demerged Undertaking 2*"*** means the undertaking of the Demerged Company 2, pertaining to the Demerged Business 2, which shall be inclusive of, but not limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Demerged Company 2 pertaining to the Demerged Business 2, including without limitation, the fixed assets listed in **Schedule 2** hereto;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Demerged Company 2 pertaining to the Demerged Business 2;

(iii) all debts, borrowings and liabilities (including the Transferee Company CCDs, if any), whether present or future, whether secured or unsecured availed by the Demerged Company 2 pertaining to the Demerged Business 2;

(iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax (including carry forward tax business losses and unabsorbed depreciation), tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(vii) all employees of the Demerged Company 2 employed in relation to the Demerged Business 2;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company 2 pertaining to the Demerged Business 2;

(ix) all legal, tax, regulatory, quasi judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Demerged Company 2 in connection with the Demerged Business 2; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Demerged Company 2 and pertaining to the Demerged Business 2.

(d) **"Demerger Appointed Date 2"** means the opening of business hours as on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Demerged Company 2 and the Resulting Company 2, being the time and date with effect from which Section III of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of this Scheme.

(e) **"Resulting Company 2"** shall have the meaning ascribed to it in Recital B of Section III hereto.

(f) **"Transferee Company CCDs"** shall have the meaning ascribed to it in Clause 4.5 of Section II hereto.

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

2. SHARE CAPITAL

2.1 The share capital of the Demerged Company 2, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
Authorized Capital **Equity** 210,000,000 Equity Shares of Rs. 10 each	2,100,000,000
Total	**2,100,000,000**
Issued, Subscribed and Paid-up Capital 20,44,79,356 Equity Shares of Rs. 10 each	2,044,793,560
Total	**2,044,793,560**

2.2 Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Demerged Company 2, there has been no change in the issued, subscribed or paid up capital of the Demerged Company 2.

2.3 The share capital of the Resulting Company 2, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
Authorized Capital **Equity** 500,000,000 Equity Shares of Rs. 2 each	1,000,000,000.00
Preference 10,000,000 Redeemable Preference shares of Rs. 100 each	1,000,000,000.00
Total	**2,000,000,000.00**
Issued Capital 304,537,881 Equity Shares of Rs. 2 each	609,075,762
Total	**609,075,762**
Subscribed and Paid-up Capital 304,533,881 Equity Shares of Rs. 2 each Forfeited 4,000 Equity Shares of Rs. 2 each (Partly paid up Rs. 1 each)	609,071,762 4,000
Total	**609,075,762**

Allotment of 3,250 (three thousand two hundred and fifty) equity shares of face value of Rs. 2 (Rupees Two only) each has been kept in abeyance by the Resulting Company 2 pursuant to court orders.

Additionally, as on September 30, 2015, 1,52,23,486 (one crore fifty two lakhs twenty three thousand four hundred and eighty six) compulsorily convertible debentures issued by the Resulting Company 2 are outstanding and are due for conversion into an equal number of equity shares of the Resulting Company 2 by April 30, 2016.

2.4 Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Resulting Company 2, there has been no change in the issued, subscribed or paid up share capital of the Resulting Company 2.

PART B

3. DEMERGER OF THE DEMERGED UNDERTAKING 2 OF THE DEMERGED COMPANY 2 AND VESTING OF THE SAME WITH THE RESULTING COMPANY 2.

3.1 Subject to the provisions of Section III of the Scheme in relation to the modalities of demerger and vesting, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Demerged Undertaking 2, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall demerge from the Demerged Company 2 and be transferred to and vest in the Resulting Company 2, and shall become the property of and an integral part of the Resulting Company 2 subject to the existing charges and encumbrances, if any, created by the Demerged Company 2 in favour of its lenders or the lenders of its subsidiaries or group companies, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Demerged Company 2 or the Resulting Company 2. Without prejudice to the generality of the above, in particular, the Demerged Undertaking 2 shall stand vested in the Resulting Company 2, in the manner described in sub-paragraphs (a) – (n) below:

a. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all immovable property (including land, buildings and any other immovable property) of the Demerged Company 2 in relation to the Demerged Undertaking 2, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed by the Demerged Company 2 or the Resulting Company 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfill all obligations, in relation to or applicable to such immovable properties. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the title to the immovable properties of the Demerged Undertaking 2 shall be deemed to have been mutated and recognised as that of the Resulting Company 2 and the mere filing of the vesting order of the Court sanctioning the Scheme with the appropriate Registrar or Sub-Registrar of Assurances or with the relevant Government agencies shall suffice as record of continuing title to the immovable properties of the Demerged Undertaking 2 with the Resulting Company 2 pursuant to the Section III of the Scheme becoming effective and shall constitute a deemed mutation and substitution thereof. The Resulting Company 2 shall in pursuance of the vesting order of the Court be entitled to the delivery and possession of all documents of title to such immovable property in this regard.

b. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all the assets of the Demerged Company 2 relating to the Demerged Undertaking 2 as are movable in nature and are capable of transfer by endorsement and delivery, shall stand vested in Resulting Company 2, and shall become the property and an integral part of Resulting Company 2. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical delivery or by endorsement and delivery, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly.

c. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, any and all other movable property (except those specified elsewhere in this Clause) including all sundry debts and receivables, outstanding loans and advances, if any, relating to the Demerged Undertaking 2, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with government, semi-government, local and other authorities and bodies, customers and other persons shall, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, become the property of the Resulting Company 2. Where any of the outstanding receivables attributed to the Demerged Undertaking 2 have been received by the Demerged Company 2 on behalf of the Demerged Undertaking 2 after the Demerger Appointed Date 2, the same shall be deemed to have been received by the Demerged Company 2 and on behalf of the Resulting Company 2.

d. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all debts, liabilities (including the Transferee Company CCDs, if any), contingent liabilities, duties and obligations, secured or unsecured, relating to the Demerged Undertaking 2, whether provided for or not in the books of accounts of the Demerged Company 2 or disclosed in the balance sheet of the Demerged Undertaking 2, including general and multipurpose borrowings, if any, shall become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company 2, by operation of law pursuant to the vesting order of the

Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 undertakes to meet, discharge and satisfy the same to the exclusion of the Demerged Company 2. 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. However, if any lender of the Demerged Company 2 requires satisfaction of the charge over the Demerged Company 2's properties and recordal of a new charge with the Resulting Company 2, the Resulting Company 2 shall for good order and for statistical purposes, file appropriate forms with the RoC as accompanied by the sanction order or a certified copy thereof and any deed of modification or novation executed by the Resulting Company 2. Where any of the loans, liabilities and obligations attributed to the Demerged Undertaking 2 have been discharged by the Demerged Company 2 on behalf of the Demerged Undertaking 2 after the Demerger Appointed Date 2 but before the Effective Date, such discharge shall be deemed to have been done by the Demerged Company 2 for and on behalf of the Resulting Company 2.

e. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all incorporeal or intangible property of the Demerged Undertaking 2 shall stand vested in the Resulting Company 2 and shall become the property and an integral part of the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or Resulting Company 2.

f. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all letters of intent, contracts, deeds, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking 2 of the Demerged Company 2 to which it is a party or to the benefit of which it may be entitled, shall be in full force and effect against or in favour of the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or Resulting Company 2, and may be enforced as fully and effectually as if, instead of the Demerged Company 2, the Resulting Company 2 had been a party or beneficiary or obligee thereto.

g. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all permits, grants, allotments, recommendations, rights, entitlements, licenses and registrations including relating to trademarks, logos, patents and other intellectual property rights, approvals, clearances, tenancies, privileges, powers, offices, taxes, tax credits, tax refunds, tax holidays (relating to direct or indirect tax), entitlements (including, but not limited to, credits in respect of income tax (including carry forward tax business losses and unabsorbed depreciation), sales tax, value added tax, turnover tax, excise duty, service tax, security transaction tax, minimum alternate tax credit and duty entitlement credit certificates etc.), facilities of every kind and description of whatsoever nature, in relation to the Demerged Undertaking 2 to which the Demerged Company 2 is a party or to the benefit of which the Demerged Company 2 may be eligible, shall be enforceable by or against the Resulting Company 2, as fully and effectually as if, instead of the Demerged Company 2, the Resulting Company 2 had been a party or beneficiary or obligee thereto, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2.

h. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, any statutory licenses, no-objection certificates, permissions, registrations (including sales tax, service tax, excise, value added tax), approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the Demerged Undertaking 2 of the Demerged Company 2 or granted to the Demerged Company 2 in relation to the Demerged Undertaking 2 shall stand vested in or transferred to the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, and shall be appropriately transferred or assigned by the concerned statutory authorities in favour of the Resulting Company 2 upon demerger of the Demerged Undertaking 2 and vesting of the same with the Resulting Company 2 pursuant to Section III of this Scheme. The benefit of all statutory and regulatory permissions, environmental approvals and consents including statutory licenses, permissions or approvals or consents required to carry on the operations of the Demerged Undertaking 2 of the Demerged Company 2 shall vest in and become available to the Resulting Company 2 upon Section III of this Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2.

i. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 shall bear the burden and the benefits of any legal or other proceedings initiated by or against the Demerged Company 2 in respect of the Demerged Undertaking 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, if any suit, appeal or other proceeding of whatsoever nature by or against the Demerged Company 2, in respect of the Demerged Undertaking 2, be pending,

the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the demerger of Demerged Undertaking 2 or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Resulting Company 2 in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Demerged Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 undertakes to have such legal or other proceedings initiated by or against the Demerged Company 2 in respect of the Demerged Undertaking 2 transferred in its name and to have the same continued, prosecuted and enforced by or against the Resulting Company 2 to the exclusion of the Demerged Company 2. The Resulting Company 2 also undertakes to handle all legal or other proceedings which may be initiated against the Demerged Undertaking 2 of the Demerged Company 2 after the Effective Date in respect of the period up to the Effective Date, in its own name and account.

j. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all persons that were employed in the Demerged Undertaking 2 immediately before such date shall become employees of the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, with the benefit of continuity of service on the same terms and conditions as were applicable to such employees immediately prior to such demerger and without any break or interruption in service. It is clarified that such employees of the Demerged Company 2 forming part of the Demerged Undertaking 2 that become employees of the Resulting Company 2 by virtue of this Scheme, shall continue to be governed by the terms of employment as were applicable to them immediately before such demerger and shall not be entitled to be governed by employment policies, and shall not be entitled to avail of any benefits under any scheme or settlement or otherwise that are applicable and available to any other employees of the Resulting Company 2, unless and otherwise so stated by the Resulting Company 2 in writing in respect of all employees, class of employees or any particular employee. The Resulting Company 2 undertakes to continue to abide by any agreement/ settlement, if any, entered into by the Demerged Company 2 in respect of such employees forming part of the Demerged Undertaking 2 Demerged Undertaking 2 with their respective employees/ employee unions. With regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of the Demerged Company 2 forming part of the Demerged Undertaking 2, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 shall stand substituted for the Demerged Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing provident fund benefits, gratuity benefits and superannuation benefits or any other special benefits or obligation, if any, created or used by the Demerged Company 2 (or an affiliate of the Demerged Company 2 on behalf of the Demerged Company 2) for its employees forming part of the Demerged Undertaking 2 and being transferred to the Resulting Company 2 pursuant to this Scheme shall be continued by the Resulting Company 2 for the benefit of such employees on the same terms and conditions. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Demerged Company 2 in relation to such schemes or funds forming part of the Demerged Undertaking 2 shall become those of the Resulting Company 2. Further, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Demerged Undertaking 2 by the Demerged Company 2 shall be continued/continue to operate against the relevant employee and shall be enforced by the Resulting Company 2, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2.

k. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all direct and indirect taxes, duties and cess (such as income tax, service tax, security transaction tax, value added tax, minimum alternate tax, advance tax, excise tax etc. or any other like payments made by the Demerged Company 2 to any statutory authorities), or other collections made by the Demerged Company 2 in relation to the Demerged Undertaking 2 and relating to the period after the Demerger Appointed Date 2 up to the Effective Date, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Resulting Company 2, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2. Further, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all deduction otherwise admissible to Demerged Company 2pertaining to Demerged Undertaking 2 including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as under Section 43B, Section 40, Section 40A etc. of the IT Act) shall be eligible for deduction to the Resulting Company 2 upon fulfilment of the required conditions under the IT Act. Further, the Resulting Company 2 shall be entitled to claim credit for taxes deducted at source/ paid against its tax/ duty liabilities/ minimum alternate tax, advance tax, service tax, value added tax liability etc., notwithstanding the certificates/

challans or other documents for payment of such taxes/duties, as the case may be, being in the name of the Demerged Company 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, any business losses and/ or unabsorbed depreciation (each as per the IT Act) of the Demerged Company 2 as at the Demerger Appointed Date 2 relating to the Demerged Undertaking 2 shall be treated as 'business losses' and/ or 'unabsorbed depreciation' (for the purpose of the IT Act) of the Resulting Company 2 and the Resulting Company 2 shall, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, be allowed to carry forward and/ or set off such business losses or unabsorbed depreciation in accordance with the provisions of Section 72A of the IT Act.

l. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all taxes payable by the Demerged Company 2 in relation to the Demerged Undertaking 2 including all or any refunds of claims shall be treated as the tax liability or refunds/claims as the case may be, of the Resulting Company 2, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, and the Resulting Company 2 shall be entitled to file/revise its statutory returns and related tax payment certificates and to claim refunds and advance tax credits as may be required consequent to the implementation of the Scheme; and all tax compliances under applicable laws by the Demerged Company 2 shall be deemed to have been undertaken by the Resulting Company 2.

m. The Resulting Company 2 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, including any forms or depository instructions, with any party to any contract or arrangement in relation to the Demerged Undertaking 2 to which the Demerged Company 2 is a party, in order to give formal effect to the above provisions. The Resulting Company 2 shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writing on behalf of the Demerged Company 2 and to carry out or perform all such formalities or compliances referred to above on behalf of the Demerged Company 2.

n. With effect from the Demerger Appointed Date 2 and up to and including the Effective Date:

   (i) the Demerged Company 2 shall carry on and be deemed to have been carrying on all the business and activities of the Demerged Undertaking 2 for and on behalf of and in trust for the Resulting Company 2.

   (ii) All profits / losses accruing to the Demerged Company 2 in relation to the Demerged Undertaking 2 and all taxes thereon arising or incurred by it, in relation to the Demerged Undertaking 2 shall, for all purposes, be treated as the profits, losses or taxes as the case may be, of the Resulting Company 2.

   (iii) All accretions and depletions in relation to the Demerged Undertaking 2 shall be for and on account of the Resulting Company 2.

PART C

4. CONSIDERATION

4.1 Since the Demerged Company 2 will become a wholly owned subsidiary of the Resulting Company 2 after giving effect to Section II of the Scheme, there shall be no consideration payable by the Resulting Company 2 to the shareholder of the Demerged Company 2 (that is, the Resulting Company 2 itself)for the demerger of the Demerged Undertaking 2 from Demerged Company 2 and vesting of the same with the Resulting Company 2.

5. REDUCTION OF THE CAPITAL REDEMPTION RESERVE, CAPITAL RESERVE AND THE SECURITIES PREMIUM ACCOUNT OF THE RESULTING COMPANY 2 AND REDUCTION OF THE ISSUED AND PAID UP EQUITY SHARE CAPITAL, CAPITAL RESERVE AND THE SECURITIES PREMIUM ACCOUNT OF THE DEMERGED COMPANY 2

5.1. Upon Section III of the Scheme coming into effect on the Effective Date, amount of accumulated accounting losses (if any) pertaining to the Demerged Undertaking 2 transferred to the Resulting Company 2 pursuant to this Section III of the Scheme and the debit balance (if any) of the restructuring reserve account of the Resulting Company 2 after giving effect to Clause 6.1(d) of Section III of the Scheme, shall be adjusted to the extent of balance available, firstly against the capital redemption reserve of the Resulting Company 2 and then against the capital reserve of the Resulting Company 2 and the balance, if any, shall be adjusted against the securities premium account of the Resulting Company 2 and to the extent of such adjustment, the capital redemption reserve, the capital reserve and the securities premium account of the Resulting Company 2 shall stand reduced without any further act or deed on the part of the Resulting Company 2. The reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 and 55(2) of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Resulting Company 2 and without any approval or acknowledgement of any third party. The reduction in the capital reserve of the Resulting Company 2 shall be effected as an integral part of the Scheme in accordance with the applicable provisions of Act without any further act or deed on the part of the Resulting Company 2 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 and 55(2) of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2. It is hereby clarified that the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, as the case may be) would not be applicable to the reduction in the capital reserve of the Resulting Company 2. The aforesaid reduction in the capital redemption reserve and the securities

premium account of the Resulting Company 2 would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2, the Resulting Company 2 shall not be required to add "And Reduced" as suffix to its name.

5.2. It is expressly clarified that for the purposes of Clause 5 of Section III of the Scheme, the consent of the shareholders of the Resulting Company 2 to the Scheme and the consent of the secured and unsecured creditors of the Resulting Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2 and no further resolution and/or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.

5.3. The reduction of the capital redemption reserve and the securities premium account of the Resulting Company 2 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Resulting Company 2 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the capital redemption reserve and the securities premium account of the Resulting Company 2 as altered by the order and the amount of reduction in capital redemption reserve and the securities premium account of the Resulting Company 2.

5.4. The reduction of the capital redemption reserve and the securities premium account of the Resulting Company 2 shall become effective as set out in Clause 5.3 of Section III of the Scheme and shall be conditional upon Section III of the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date 2 and shall take place after giving effect to Clause 6.1(d) of Section III of the Scheme. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the capital redemption reserve, capital reserve and the securities premium account of the Resulting Company 2, as set out in this Clause 5 of Section III of the Scheme shall not become effective and shall be deemed to be redundant.

5.5. Upon Section III of the Scheme coming into effect on the Effective Date, 20,24,79,356 (twenty crores twenty four lakhs seventy nine thousand three hundred and fifty six) issued and paid up equity shares of the Demerged Company 2 having face value of Rs. 10 (Rupees Ten only) each shall stand cancelled without any further act or deed on the part of the Demerged Company 2 and the amount so reduced shall be credited to the capital reserve account of the Demerged Company 2. The reduction in the issued and paid-up equity share capital of the Demerged Company 2 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Demerged Company 2 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such reduction. The aforesaid reduction would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the issued and paid-up equity share capital of the Demerged Company 2, the Demerged Company 2 shall not be required to add "And Reduced" as suffix to its name.

5.6. It is expressly clarified that for the purposes of this Clause 5 of Section III of the Scheme, the consent of the shareholders and the creditors of the Demerged Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above reorganization in the issued and paid-up equity share capital of the Demerged Company 2 resulting in a reduction in the equity share capital of the Demerged Company 2, and no further resolution and/or action under Section 100 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act would be required to be separately passed or taken.

5.7. The reduction of the issued and paid-up equity share capital of the Demerged Company 2 as contemplated in this Clause 5 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(5) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder, pursuant to the filing of the order of the Court sanctioning the aforesaid capital reduction by the Demerged Company 2 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, if any, showing, with respect to the issued and paid-up equity share capital of the Demerged Company 2 as altered by the order, (a) the amount of issued and paid-up equity share capital; (b) the number of shares into which it is to be divided; (c) the amount of each share; and (d) the amount, if any, deemed to be paid-up on each share at the date of registration of the aforesaid minute and order by the RoC. Such reduction in the issued and paid-up equity share capital of the Demerged Company 2 as contemplated in this Clause 5 of Section III of the Scheme shall be conditional upon Section III of this Scheme becoming effective on the Effective Date. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reduction of issued and paid-up equity share capital as set out in this Clause 5 of Section III

of the Scheme shall not become effective and shall be deemed to be redundant.

5.8. Further, upon Section III of the Scheme coming into effect on the Effective Date, the debit balance (if any) of restructuring reserve account pursuant to Clauses 6.2 (b) and (c) of Section III of the Scheme shall be adjusted first against the capital reserve of the Demerged Company 2 and the balance, if any, shall be adjusted against the securities premium account of the Demerged Company 2 and to the extent of such adjustment, the capital reserve and the securities premium account of the Demerged Company 2 shall stand reduced without any further act or deed on the part of the Demerged Company 2. The reduction in the securities premium account of the Demerged Company 2 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Demerged Company 2 and without any approval or acknowledgement of any third party. The reduction in the capital reserve of the Demerged Company 2 shall be effected as an integral part of the Scheme in accordance with the applicable provisions of Act without any further act or deed on the part of the Demerged Company 2 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such the reduction in the securities premium account of the Demerged Company 2. It is hereby clarified that the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, as the case may be) would not be applicable to the reduction in the capital reserve of the Demerged Company 2. The aforesaid reduction in the securities premium account of the Demerged Company 2 would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the securities premium accountof the Demerged Company 2, the Demerged Company 2 shall not be required to add "And Reduced" as suffix to its name.

5.9. It is expressly clarified that for the purposes of Clause 5 of Section III of the Scheme, the consent of the shareholders of the Demerged Company 2 to the Scheme and the consent of the secured and unsecured creditors of the Demerged Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the securities premium account of the Demerged Company 2 and no further resolution and/or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.

5.10. The reduction of the securities premium account of the Demerged Company 2 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Demerged Company 2 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the securities premium account of the Demerged Company 2 as altered by the order and the amount of reduction in the securities premium account of the Demerged Company 2.

5.11. The reduction of the securities premium account of the Demerged Company 2 shall become effective as set out in Clause 5.10of Section III of the Scheme and shall be conditional upon Section III of the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date 2 and shall take place after giving effect to Clauses 6.2 (b) and (c) of Section III of the Scheme. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the capital reserve and the securities premium account of the Demerged Company 2, as set out in this Clause 5 of Section III of the Scheme shall not become effective and shall be deemed to be redundant.

PART D

6. ACCOUNTING TREATMENT

6.1 **Treatment in the books of Resulting Company 2**

Pursuant to Section III of the Scheme coming into effect on the Effective Date with effect from the Demerger Appointed Date 2, the Resulting Company 2 shall account for the demerger and vesting of the Demerged Undertaking 2 with the Resulting Company 2 in its books of accounts in accordance with the Indian Generally Accepted Accounting Principles followed by the Resulting Company 2 on the Effective Date, in the following manner:

(a) The assets, liabilities and accumulated accounting losses (if any) transferred to and vested in the Resulting Company 2 pursuant to this Section III of the Scheme, shall be recorded in the books of account of the Resulting Company 2 at the book values of the respective assets and liabilities and accumulated accounting losses as recorded in the books of account of the Demerged Company 2 as on the Demerger Appointed Date 2;

(b) The amount appearing in 'Investments in equity shares of JITF Shipyards Account' shall be reduced by the amount of assets of the Demerged Undertaking 2 transferred to the Resulting Company 2 pursuant to this Section III of the Scheme, as recorded in the books of accounts of the Demerged Company 2. However, the balance in 'Investments in equity shares of JITF Shipyards Account' of the Resulting Company 2 shall, under no circumstances, be reduced to less than Rs. 2,00,00,000 (Rupees Two Crore only);

(c) The amount, if any, of net assets (i.e. assets minus liabilities) of the Demerged Undertaking 2 transferred to the Resulting Company 2 pursuant to this Section

III of the Scheme in excess of the amount in the 'investments in JITF Shipyards Limited account' of the Resulting Company 2 (except for an amount of Rs. 2,00,00,000 (Rupees Two Crore only)) shall be credited to the capital reserve account of the Resulting Company 2;

(d) In case the amount of liabilities of the Demerged Undertaking 2 transferred to the Resulting Company 2 pursuant to this Section III of the Scheme, exceeds the amount of assets pertaining to the Demerged Undertaking 2 recorded in the books of accounts of the Resulting Company 2, after giving effect to Clause 6.1(b) of Section III of this Scheme, such excess amount shall be debited to the restructuring reserve account of the Resulting Company 2.

(e) Accumulated accounting losses (if any) transferred to Resulting Company 2 as a result of the demerger of the Demerged Undertaking 2 shall be credited to the capital reserves of Resulting Company 2.

(f) The amount of accumulated accounting losses (if any) transferred to Resulting Company 2 as a result of the demerger of the Demerged Undertaking 2 and the debit balance, if any, of the restructuring reserve account (after giving effect to Clause 6.1(d) of Section III of the Scheme), shall be adjusted in the manner set out in Clauses 5.1 to 5.4 of Section III of the Scheme.

(g) Any inter-company deposits, loans, advances, balances, investments, guarantees, etc. between the Demerged Company 2 and the Resulting Company 2 shall stand cancelled.

(h) Any matter not dealt with in this Clause 6.1 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Resulting Company 2 on the Effective Date.

6.2 **Treatment in the books of the Demerged Company 2**
Pursuant to Section III of the Scheme coming into effect on the Effective Date with effect from the Demerger Appointed Date 2, the Demerged Company 2 shall account for the demerger and vesting of the Demerged Undertaking 2 with the Resulting Company 2 in its books of accounts in accordance with Indian Generally Accepted Accounting Principles followed by the Demerged Company 2 on the Effective Date, in the following manner:

(a) The respective book values of the assets and liabilities and accumulated accounting losses (if any) of the Demerged Undertaking 2 shall be reduced in the books of accounts of the Demerged Company 2 in compliance with the applicable accounting standards.

(b) The accumulated accounting losses (if any) relating to the Demerged Undertaking 2 transferred to Resulting Company 2 and the accumulated accounting losses (if any) not pertaining to the Demerged Undertaking 2 as retained by the Demerged Company 2, shall be transferred to restructuring reserve account of the Demerged Company 2.

(c) In case the amount of assets pertaining to the Demerged Undertaking 2 exceeds the amount of liabilities pertaining to the Demerged Undertaking 2 being transferred by the Demerged Company 2 pursuant to Section III of the Scheme, the difference between the amount of assets and liabilities pertaining to the Demerged Undertaking 2 being transferred by the Demerged Company 2 pursuant to Section III of the Scheme shall be transferred to restructuring reserve account of the Demerged Company 2.

(d) The debit balance (if any) in the restructuring reserve account of the Demerged Company 2, after giving effect to Clauses 6.1 (b) and (c) of Section III of this Scheme shall be adjusted in the manner set out in Clauses 5.8 to 5.11 of Section III of this Scheme.

(e) In case the amount of liabilities pertaining to the Demerged Undertaking 2 exceeds the amount of assets pertaining to the Demerged Undertaking 2 being transferred by the Demerged Company 2 pursuant to Section III of the Scheme, the difference between the amount of liabilities and assets shall be credited to capital reserves of the Demerged Company 2.

(f) Any matter not dealt with in this Clause 6.2 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Demerged Company 2 on the Effective Date.

7. TRANSFER OF THE AUTHORIZED SHARE CAPITAL

7.3 The demerger of the Demerged Undertaking 2 from the Demerged Company 2 and vesting of the same with the Resulting Company 2 pursuant to Section III of the Scheme shall *inter alia* result in reduction of the issued and paid-up share capital of the Demerged Company 2 (pursuant to Section II of the Scheme). Such reduction in the issued and paid-up equity share capital of the Demerged Company 2 would substantially enhance the unused authorised share capital in the Demerged Company 2. Accordingly, as an integral part of the Scheme and upon the effectiveness of Section III of the Scheme, an amount of Rs. 270,00,00,000 (Rupees Two Hundred and Seventy Crores only), shall stand transferred from the authorized equity share capital of the Demerged Company 2 to the authorized equity share capital of the Resulting Company 2 and upon such transfer, the authorized share capital of the Resulting Company 2 as set out in Clause 2.3 of Section III of the Scheme herein above shall stand enhanced to Rs. 455,00,00,000 (Rupees Four Hundred and Fifty Five Crores only) divided into 1,77,50,00,000 (one thousand seventy seven crores and fifty lakhs) equity shares of face value of Rs. 2 (Rupees Two only) each and 1,00,00,000 (one crore) redeemable preference shares of face value of Rs. 100 (Rupees Hundred only) each, without any further act, instrument or deed by the Resulting Company 2 and without any liability for payment of any additional fees or stamp duty in respect of such increase as the stamp duty and fees has already been paid by Demerged Company 2 on such authorized capital, the benefit of which stands vested in the Resulting Company 2 pursuant to the Scheme becoming effective on the Effective Date. Subsequent to enhancement of the authorized equity share capital of the Resulting Company 2 as contemplated herein, the authorized share capital clause of the Memorandum of Association (Clause V) of the Resulting Company 2 shall stand modified and read as follows:

"*The Authorised Share Capital of the Company is Rs.*

455,00,00,000 (Rupees Four Hundred and Fifty Five Crores only) divided into 1,77,50,00,000 (one thousand seventy seven crores and fifty lakhs) equity shares of face value of Rs. 2 (Rupees Two only) each and 1,00,00,000 (one crore) redeemable preference shares of face value of Rs. 100 (Rupees Hundred only) each."

7.4 It is hereby clarified that for the purposes of this Clause 7 of Section III of the Scheme, the consent of the shareholders of the Resulting Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment and increase in authorised share capital of the Resulting Company 2, and no further resolutions or actions under Sections 13 and/or 61 of the 2013 Act and/ or any other applicable provisions of the Act would be required to be separately passed or taken. However, the Resulting Company 2 shall make the requisite filings with the RoC for the increase in its authorised share capital in the manner set out in this Clause 7 of Section III of the Scheme.

8. ISSUANCE OF COMPULSORILY CONVERTIBLE DEBENTURES BY THE RESULTING COMPANY 2

8.1 Upon Section III of the Scheme coming into effect on the Effective Date and upon the demerger of the Demerged Undertaking 2 (including the Transferee Company CCDs, if any) from the Demerged Company 2/Transferee Company and vesting of the Demerged Undertaking 2 (including the Transferee Company CCDs, if any) with the Resulting Company 2, as an integral part of Section III of the Scheme, if there are any outstanding Transferee Company CCDs in the Demerged Company 2/Transferee Company as on the Amalgamation Record Date, the Resulting Company 2 shall, without any further act, instrument or deed, issue and allot to each holder of the Transferee Company CCDs as on the Amalgamation Record Date, 1 (one) compulsorily convertible debentures having coupon rate of 9.25% (nine point two five percent) and having face value of Rs. 10,00,00,000 (Rupees Ten Crores only) each as fully paid up for every 1 (one) Transferee Company CCD held by such holder of the Transferee Company CCDs, on the same terms and conditions as are applicable to the Transferee Company CCDs, provided however that, in the event, any Transferee Company CCDs are held by the Resulting Company 2, no compulsorily convertible debentures shall be issued and allotted by the Resulting Company 2 to itself. Further, upon such issuance and allotment of compulsorily convertible debentures by the Resulting Company 2 to the holders of the Transferee Company CCDs (other than the Resulting Company 2), the Demerged Company 2/Transferee Company shall without any further act, instrument or deed, cancel and extinguish all the Transferee Company CCDs issued by the Demerged Company 2/Transferee Company to the holders of the Transferee Company CCDs (including Resulting Company 2).

8.2 On the approval of Section III of the Scheme by the members of the Demerged Company 2/Transferee Company and the Resulting Company 2 pursuant to Section 391-394 of the 1956 Act and/or the relevant provisions of the Act, if applicable, it shall be deemed that the said members have also accorded their consent under Sections 42, 62(1)(c) and 71 of the 2013 Act and/ or any other applicable provisions of the Act and rules and regulations framed thereunder as may be applicable for the issuance, if any, of compulsorily convertible debentures of the Resulting Company 2 to the holders of the Transferee Company CCDs and for the cancellation and extinguishment, if any,of the Transferee Company CCDs by the Demerged Company 2/Transferee Company, each in accordance with Clause 8.1 above, and no further resolution or actions shall be required to be undertaken by the Resulting Company 2 and/or the Demerged Company 2/Transferee Company under Sections 42, 62(1)(c) or 71 of the 2013 Act or any other applicable provisions of the Act and rules and regulations framed thereunder, including, *inter alia*, issue of a letter of offer.

SECTION IV

8. GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SCHEME

1.1 DEFINITIONS

The terms used in this Section IV of the Scheme, shall respectively have the meanings ascribed to them in Section I, Section II or Section III of this Scheme, as the context may require.

1.2 APPLICATION TO THE HIGH COURT

Each of the Demerged Company 1/ Resulting Company 2, the Demerged Company 2/ Transferee Company, the Resulting Company 1 and the Transferor Company shall make applications/petitions under Sections 391 - 394, as applicable and other applicable provisions of the Act to the Court for the sanction of this Scheme and all matters ancillary or incidental thereto. For the purpose of effecting the reduction in: (i) issued and paid-up equity share capital and securities premium (if required) of the Resulting Company 1; (ii) capital redemption reserve and the securities premium account (if required) of the Demerged Company 1; (iii) the securities premium account (if required) of the Transferee Company; (iv) the capital redemption reserve (if required) and the securities premium account (if required) of the Resulting Company 2; and (v) the issued and paid-up equity share capital and the securities premium account (if required) of the Demerged Company 2, separate application under Section 100 – 103 of the 1956 Act and/ or any other applicable provisions of the Act, rules and the regulations framed thereunder shall be filed by the Resulting Company 1, the Demerged Company 1, Transferee Company, Resulting Company 2 and Demerged Company 2 respectively, before the Court.

1.3 EFFECTIVENESS OF THE SCHEME

Upon the sanction of the Scheme and after the Scheme has become effective upon completion of the conditions listed in Clause 1.5 of this Section IV:

(a) with effect from the Demerger Appointed Date 1, the demerger of the Demerged Undertaking 1 of the Demerged Company 1 and the vesting of the same in the Resulting Company 1 shall be deemed to have occurred, pursuant to Section I of this Scheme, in accordance with Section 2 (19AA) of the IT Act;

(b) reduction of the issued and paid-up equity share capital and securities premium account (if required) of the Resulting Company 1 shall be deemed to have occurred, pursuant to Section I of this Scheme, in accordance with Clause 5 of Section I of the Scheme.

(c) reduction of the capital redemption reserve, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 1 shall be deemed to have occurred, pursuant to Section I of this Scheme, in accordance with Clause 5 of Section I of the Scheme.

(d) with effect from the Amalgamation Appointed Date, the amalgamation of the Transferor Company with the Transferee Company shall be deemed to have occurred, pursuant to Section II of this Scheme, in accordance with Section 2 (1B) of the IT Act; and

(e) the reduction of the capital reserve (if required) and the securities premium account (if required), of the Transferee Company shall be deemed to have occurred, pursuant to Section II of this Scheme, in accordance with Clause 5 of Section II of the Scheme.

(f) with effect from the Demerger Appointed Date 2, the demerger of the Demerged Undertaking 2 of the Demerged Company 2 and the vesting of the same in the Resulting Company 2 shall be deemed to have occurred, pursuant to Section III of this Scheme, in accordance with Section 2 (19AA) of the IT Act;

(g) the reduction of the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2 shall be deemed to have occurred, pursuant to Section III of this Scheme, in accordance with Clause 5 of Section III of the Scheme;

(h) the reduction of the issued and paid-up equity share capital, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2 shall be deemed to have occurred, pursuant to Section III of this Scheme, in accordance with Clause 5 of Section III of the Scheme.

1.4 MODIFICATIONS/AMENDMENTS TO THE SCHEME

(a) Modification of Section I of the Scheme

Each of the Demerged Company 1 and the Resulting Company 1, through their respective boards of directors (which shall include any committee constituted by the respective boards), may assent to any modifications/amendments to Section I of the Scheme and/ or the relevant provisions of Section IV of the Scheme and/ or to any conditions or limitations that the Court and/ or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. Each of the Demerged Company 1 and the Resulting Company 1, through their respective authorized representatives, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reason of any directive or orders of any authority or otherwise, howsoever arising out of or under or by virtue of Section I of the Scheme and/or any matter concerned or connected therewith.

(b) Modification of Section II of the Scheme

Each of the Transferor Company and the Transferee Company, through their respective boards of directors (which shall include any committee constituted by the respective boards), may assent to any modifications/ amendments to Section II of the Scheme and / or the relevant provisions of Section IV of the Scheme and/ or to any conditions or limitations that the Court and / or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. Each of the Transferor Company and the Transferee Company, through their respective authorized representatives, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reason of any directive or orders of any authority or otherwise, howsoever arising out of or under or by virtue of Section II of the Scheme and/or any matter concerned or connected therewith.

(c) Modification of Section III of the Scheme

Each of the Demerged Company 2 and the Resulting Company 2, through their respective boards of directors (which shall include any committee constituted by the respective boards), may assent to any modifications/amendments to Section III of the Scheme and/ or the relevant provisions of Section IV of the Scheme and/ or to any conditions or limitations that the Court and/ or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. Each of the Demerged Company 2 and the Resulting Company 2, through their respective authorized representatives, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reason of any directive or orders of any authority or otherwise, howsoever arising out of or under or by virtue of Section III of the Scheme and/or any matter concerned or connected therewith

1.5 CONDITIONALITY OF THE SCHEME

(a) Section I of this Scheme is and shall be conditional upon and subject to (i) being approved by the requisite majorities in number and value of such classes of persons including the respective members and secured and unsecured creditors of each of the Demerged Company 1 and the Resulting Company 1, as may be directed by the Court or any other competent authority, as may be applicable; and (ii) being approved by the Securities and Exchange Board of India and the Stock Exchanges, as required under applicable laws.

(b) Section II of this Scheme is and shall be conditional upon and subject to being approved by the requisite majorities in number and value of such classes of persons including the respective members and secured and unsecured creditors of each of the Transferor Company and the Transferee Company, as may be directed by the Court or any other competent authority, as may be applicable; and (ii) being approved by the Securities and Exchange Board of India and the Stock Exchanges, as required under applicable laws.

(c) Section III of this Scheme is and shall be conditional upon and subject to being approved by the requisite majorities in number and value of such classes of persons including the respective members and

secured and unsecured creditors of each of the Demerged Company 2 and the Resulting Company 2, as may be directed by the Court or any other competent authority, as may be applicable; and (ii) being approved by the Securities and Exchange Board of India and the Stock Exchanges, as required under applicable laws

(d) The Scheme being sanctioned by the Court under Sections 391-394 read with Sections 100 - 103 of the 1956 Act and any other applicable provision of the Act.

(e) Certified copies of the orders of the Court sanctioning this Scheme being filed with the RoC by the respective companies.

1.6 EFFECT OF NON-RECEIPT OF APPROVALS

1.6.1 In the event of Section I, Section II or Section III, or any part thereof, of the Scheme not being sanctioned by the Court or such other competent authority, the part not sanctioned shall stand revoked, cancelled and be of no effect, save and except in respect of any further act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided for in the Scheme or as may otherwise arise in law.

1.6.2 The board of directors of the Demerged Company 1/ Resulting Company 2, the Resulting Company 1, the Demerged Company 2/Transferee Company and the Transferor Company, respectively shall be entitled to revoke, cancel and declare the Scheme or any part thereof of no effect and/or to withdraw the Scheme or any part thereof and respective applications/petitions filed with the Court if such boards are of view that the coming into effect of the Scheme or of any part thereof, in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have adverse implication on all/any of the companies or in case any condition or alteration imposed by the Court or any other authority is not on terms acceptable to them.

1.6.3 If any provision of this Scheme is ruled invalid or illegal by the Court, or unenforceable under present or future laws, then it is the intention of the parties to this Scheme that such portion shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such portion shall cause this Scheme to become materially adverse to any party, in which case the parties, through their respective board of directors may either decide to revoke the Scheme or may 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 portion.

1.7 COSTS, CHARGES AND EXPENSES

Each of the Demerged Company 1/Resulting Company 2, the Resulting Company 1, the Transferor Company and the Demerged Company 2/Transferee Company, shall bear all their respective costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto.

1.8 FILING / AMENDMENT OF RETURNS

Each of the Demerged Company 1/Resulting Company 2, the Resulting Company 1, the Transferor Company and the Demerged Company 2/Transferee Company, are expressly permitted to file/revise their income tax, wealth tax, service tax, value added tax, withholding tax and other statutory returns, consequent to the Scheme becoming effective, notwithstanding that the period for filing/ revising such returns may have lapsed. Each of the Demerged Company 1/ Resulting Company 2, the Resulting Company 1, the Transferor Company and the Demerged Company 2/Transferee Company, are expressly permitted to amend tax deduction at source and other statutory certificates and shall have the right to claim refunds, advance tax credits, set offs and adjustments relating to their respective incomes/ transactions from the Demerger Appointed Date 1 or the Demerger Appointed Date 2 or the Amalgamation Appointed Date, as the case may be.

1.9 REPEAL AND SAVINGS

Any act done or direction or order given by the Court under the provisions of the 1956 Act and any further act done by each of the Demerged Company 1/ Resulting Company 2, the Resulting Company 1, the Demerged Company 2/Transferee Company and the Transferor Company, respectively based on such directions or order shall be deemed to be in accordance with and consistent with the provisions of the 2013 Act. Accordingly, the provisions of the 2013 Act, shall not apply to acts done by the Demerged Company 1/ Resulting Company 2, the Resulting Company 1, the Demerged Company 2/Transferee Company and the Transferor Company or as per direction or order of the Court sanctioning the Scheme under the 1956 Act.

SCHEDULE 1

DESCRIPTION OF TRANSFEROR COMPANY

Sr. No.	Particulars	Make/ Size / Acquisition Date	Registration No.	Period	Remarks
A)	Tangible Assets:-				
	Leasehold Land	25/09/07	Sub-Lease of Premises No.2, 7/1 and 8, Rustomji Parsee Road and No.35, Cossipore Road, Kolkata.	30 Years	East Bengal River Steam Service & Engineering Works Workers Co-operative Ind. Society Ltd
	Freehold Land	Details in Annexure on Land Details			Dahej (Gujarat)
	Plant and Equipment:-	2010			Kolkata
	40 KVA DG Set				
	250 KVA DG Set				
	EASAB make MIG/MAG Welding Package Model: Auto K400				
	Two Articulated Hydraulic Crane				
	Two Wire Rope Sling Machine				
	Main Selector Cum Distribution Control panel				
	SDB - Electric panel				
	32 Amps. TPN metal clad Power Plug				
	MCB distribution Board 4 way purchased				
	32 Amps. Metal Clad Power Plug with socket				

	20 Amps. SDN Metal clad power plug				
	L&T Make Welding Machine purchased				
	Main Selector cum Distribution Control Panel				
	Capacitor Panel				
	2.5 ton Capacity Manual Capstan				
	Three Welding Machine Zuper				
	Welding Gauge				
	Elcometer 456				
	Digital Surface Profile Gauge				
	Inspection Mirror				
	Welding Package				
	Electric Bilge/fire pump				
	Electric Bilge Collecting pump				
	Self Priming Fresh Water Pump				
	Emergency Fire Pump				
	Tubular Scaffolding System				
	Hydraulic Jack 50 Ton				
	Hydraulic Guillotine Shearing Machine				
	Diesel Generating Set 63 KVA				
	Stern Anchor Hinge Holding				
	Esab Make Line Cutting Machine with track				
	Angular Grinding Machine				
	Electric Drill Machine with Chain Pulley Block				
	Dial Gauge				
	Magnetic Stand				
	Six Sintex Water Tank of 5000 litres each				
	Chain Pulley Block				
	Welding Machine Auto K 400				
	Furniture and Fixtures	2010			Various Locations
	Vehicles (TATA MOBILE 207)	2009	WB-03C-1648		Farraka
	Computer	2010			Kolkata
	Office equipment:-	2009/2010/2011			Kolkata
	Airconditioner				
	Airconditioner		LG Split A.C.		
	DIGI Cam-Radio				
	Digicam		Sony W530		
B)	Intangible Assets				
	Computer Software	2010			Kolkata

C)	Long term loan and advances:-				
	Jindal ITF Limited	2013-14			
	Jindal Saw Limited (Resulting Company 2)	2014-15; 2015-16			
D)	Current assets including current investments, inventory, trade receivables, cash and bank balances, short-term loans and advances and other current assets				
E)	Long-term borrowings (Transferor Company CCDs):-				
	IFCI Limited	2015-16			
	Jindal Saw Limited (Resulting Company 2)	2015-16			
F)	Current liabilities including short term borrowings, trade payables, other current liabilities and short - term provisions				

Annexure
Land Details

Sr. No.	Survey No.	Location	Area SQM	Area Acres
1.	763	Dahej, Gujarat	6070	1.50
2.	601/1	Dahej, Gujarat	6780	1.68
3.	638	Dahej, Gujarat	18818	4.65
4.	728	Dahej, Gujarat	5868	1.45
5.	752	Dahej, Gujarat	14670	3.62
6.	86 A+B	Dahej, Gujarat	45113	11.15
7.	27	Dahej, Gujarat	7487	1.85
8.	5	Dahej, Gujarat	4654	1.15
9.	16	Dahej, Gujarat	9510	2.35
10.	97	Dahej, Gujarat	38142	9.42
11.	75	Dahej, Gujarat	13254	3.28
12.	76	Dahej, Gujarat	12849	3.17
13.	9	Dahej, Gujarat	23371	5.77
14.	19	Dahej, Gujarat	5969	1.47
15.	78/1	Dahej, Gujarat	8802	2.17
16.	6	Dahej, Gujarat	6171	1.52
17.	172	Dahej, Gujarat	5766	1.42
18.	155	Dahej, Gujarat	2226	0.55
19.	54/2	Dahej, Gujarat	6880	1.70
20.	85	Dahej, Gujarat	26102	6.45
21.	193	Dahej, Gujarat	23959	5.92
22.	46	Dahej, Gujarat	1315	0.32
23.	68	Dahej, Gujarat	21550	5.32

24.	43	Dahej, Gujarat	5261	1.30
25.	180	Dahej, Gujarat	1315	0.32
26.	161/1	Dahej, Gujarat	15411	3.81
27.	1	Dahej, Gujarat	36725	9.07
28.	72-A	Dahej, Gujarat	56675	14.00
29.	192 A+B	Dahej, Gujarat	41147	10.17
30.	81	Dahej, Gujarat	8498	2.10
31.	31	Dahej, Gujarat	36928	9.12
32.	38 A-B	Dahej, Gujarat	8347	2.06
33.	83 A-B	Dahej, Gujarat	81342	20.10
34.	51	Dahej, Gujarat	8296	2.05
35.	17	Dahej, Gujarat	11938	2.95
36.	41	Dahej, Gujarat	3339	0.83
37.	44	Dahej, Gujarat	2833	0.70
38.	42	Dahej, Gujarat	2833	0.70
39.	45	Dahej, Gujarat	1214	0.30
40.	182	Dahej, Gujarat	1012	0.25
41.	48	Dahej, Gujarat	3743	0.92
42.	179	Dahej, Gujarat	1518	0.38
43.	47	Dahej, Gujarat	2732	0.68
44.	178	Dahej, Gujarat	5160	1.28
45.	181	Dahej, Gujarat	911	0.23
46.	176	Dahej, Gujarat	1315	0.32
47.	177	Dahej, Gujarat	1012	0.25
48.	63	Dahej, Gujarat	6981	1.72
49.	73 A	Dahej, Gujarat	3043	0.75
50.	78/2	Dahej, Gujarat	8802	2.17
51.	91	Dahej, Gujarat	9713	2.40
52.	93	Dahej, Gujarat	5059	1.25
53.	15	Dahej, Gujarat	8797	2.17
54.	14	Dahej, Gujarat	6779	1.68
55.	49	Dahej, Gujarat	6475	1.60
56.	60	Dahej, Gujarat	6576	1.62
57.	171	Dahej, Gujarat	10320	2.55
58.	6	Dahej, Gujarat	6171	1.52
59.	154	Dahej, Gujarat	8296	2.05

SCHEDULE 2
DESCRIPTION OF DEMERGED UNDERTAKING 2
(AFTER GIVING EFFECT TO SECTION II)

Sr. No.	Particulars	Make	IMO No	Gross Ton-nage	Remarks
A)	Tangible Assets:-				
	Jindal Kamakshi	2008	9528419	7460	In-dian Flag Ship
	Jindal Meenakshi	2009	9528407	7460	In-dian Flag Ship
	Jindal Tarini	2005	9318400	4123	Panama Flag Ship
	Jindal Varuna	2007	9411458	4422	Panama Flag Ship
	Containers	2008/09/12/13			Various Locations
	Computers	2008/09/11/14			Various Locations
B)	Intangible Assets:-				
	Computer Soft-ware				Various Locations
C)	Long term loans and advances:-				
	Capital advances				
	Security deposits				
	Advance to JITF Shipping & Logistics (Singapore) Pte Ltd.				
D)	Current assets including movable assets, current investments, inventory, trade receivables, cash and bank balances, short term loans and advances and other current assets				
E)	Long-term borrowings:-				
	ICICI Bank Limited				
	IFCI Limited (Transferee Company CCDs)				
	Jindal Saw Limited (Transferee Company CCDs)				
	Hexa Tradex Limited				
	Provision for premium on redemption of Transferee Company CCDs				
F)	Current liabilities including short term borrowings, trade payables and other current liabilities and short term provisions				

SPA
THE FINANCIAL ADVISORS
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Submitted to

JINDAL SAW LIMITED

FAIRNESS OPINION REPORT

On

Share Entitlement Ratio Report for the proposed (i) demerger of the infrastructure business of Jindal Saw Limited undertaken inter alia through its subsidiaries into JITF Infralogistics Limited; (ii) Amalgamation of JITF Shipyards Limited into JITF Waterways Limited; and (iii) demerger of the ocean waterways transportation business of JITF Waterways Limited undertaken inter alia through its subsidiaries into Jindal Saw Limited, from Khandelia & Sharma, Chartered Accountants ("KS-CA")

BY

M/s SPA Capital Advisors Limited

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Janak Puri, New Delhi.
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November 10, 2015

SPA
THE FINANCIAL ADVISORS
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To,
The Board of Directors
Jindal Saw Limited
12, Jindal Centre
Bhikaji Cama Place
New Delhi - 110 066

RE: Share Entitlement Ratio Report for the proposed (i) demerger of the infrastructure business *inter alia* through subsidiaries of Jindal Saw Limited into JITF Infralogistics Limited; (ii) Amalgamation of JITF Shipyards Limited into JITF Waterways Limited; and (iii) demerger of the ocean waterways transportation business *inter alia* through subsidiaries of JITF Waterways Limited into Jindal Saw Limited, from Khandelia & Sharma, Chartered Accountants (KS-CA)

PURPOSE

We have been engaged to give fairness opinion on Share Entitlement Ratio Report for the proposed (i) demerger of the infrastructure business inter alia through subsidiaries of Jindal Saw Limited (hereinafter referred to as the "Demerged Company 1" / "Resulting Company 2") into JITF Infralogistics Limited (hereinafter referred to as the "Resulting Company 1"); (ii) Amalgamation of JITF Shipyards Limited (hereinafter referred to as the "Transferor Company") into JITF Waterways Limited (hereinafter referred to as the "Transferee Company" / "Demerged Company 2"); and (iii) demerger of the ocean waterways transportation business inter alia through subsidiaries of JITF Waterways Limited into Jindal Saw Limited, from Khandelia & Sharma, Chartered Accountants (KS-CA). This report should be read in conjunction with Share Entitlement Ratio Report dated November 10, 2015 issued by KS-CA.

BACKGROUND

Jindal Saw Limited is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh - 281403. The Demerged Company 1 has diverse business interests in the manufacturing of steel pipe and steel pellets and infrastructure businesses.

JITF Infralogistics Limited is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh - 281403. The Resulting Company 1 is a wholly owned subsidiary of the Demerged Company 1 and has been incorporated for logistics business.

JITF Shipyards Limited is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh - 281403. The Transferor Company is a wholly owned subsidiary of Demerged Company 1. The Transferor Company is engaged in the business of ocean waterways transportation business.

JITF Waterways Limited is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh- 281403. The Transferee Company has diverse business interests in the ocean waterways transportation businesses and is a wholly owned subsidiary of the Transferor Company.

COMPOSITE SCHEME OF ARRANGEMENT

The proposed Composite Scheme of Arrangement (hereinafter referred to as the "Scheme") is comprising of three parts:

Part I

With a view to achieving greater management focus on its business interests in the manufacturing of steel pipes and steel pellets, the management of the Demerged Company 1 proposes to demerge its business interests in the infrastructure sector comprising of the Demerged Undertaking 1, and vest the same with the Resulting Company 1 (a wholly owned subsidiary of Demerged Company 1). The Demerged Company 1 will retain the manufacturing of steel pipes and steel pellets businesses. Further, the demerger of the Demerged Undertaking 1 and vesting of the same with Resulting Company 1 would enable the Resulting Company 1 to focus on infrastructure business and further create the value for all of its stakeholders. Further, the listing of the equity shares of Resulting Company 1 on the Stock Exchanges (as defined hereinafter) would help the shareholders of Resulting Company 1 to unlock the value of their shares. Pursuant to the demerger of Demerged Undertaking 1 and vesting of the same in the Resulting Company 1, issued and paid-up equity share capital of the Resulting Company 1 would be reduced as a result of cancellation of the shares held by the Demerged Company 1 in the Resulting Company 1 and the securities premium account of the Resulting Company 1 shall be reduced to set off the accumulated accounting losses (if any) relating to the Demerged Undertaking 1 that have been transferred to the Resulting Company 1 pursuant to Section I of the Scheme. Further, pursuant to the demerger of Demerged Undertaking 1 and vesting of the same in the Resulting Company 1, capital redemption reserve, capital reserve and the securities premium account, of the Demerged Company 1 shall be reduced to set off the losses (if any) arising as a

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result of the demerger of the Demerged Undertaking 1 from the Demerged Company 1 to the Resulting Company 1. The definitions of Demerged Undertaking 1 and Demerged Business 1 are as provided under the Scheme.

As per the Scheme, Resulting Company 1 will issue its equity shares to the respective shareholders of Demerged Company 1 as a consideration for the demerger of Demerged Undertaking 1 as per share entitlement ratio. Upon coming into effect of the Scheme, and in consideration of the demerger of the Demerged Undertaking 1 and transfer and vesting thereof with the Resulting Company 1, the Resulting Company 1 shall, without any further act or deed and without any further payment, issue and allot equity shares to the equity shareholders of the Demerged Company 1, as on the Demerger 1 Record Date and compulsorily convertible debentures to the holders of compulsorily convertible debentures, as on the Demerger 1 Record Date, as follows:

"50 equity share of Rs. Two each as fully paid up in JITF Infralogistics Limited for every 622 equity share of Rs. Two each held in Jindal Saw Limited; and

50 Compulsorily Convertible Debentures having coupon rate of 0% of Rs. 81.10 (Eighty one and paise ten only) each as fully paid up in JITF Infralogistics Limited for every 622 Compulsorily Convertible Debentures having coupon rate of 0% of Rs. 81.10 (Eighty one and paise ten only) each held in Jindal Saw Limited."

Part II

It is proposed, inter alia, to amalgamate the Transferor Company with the Transferee Company, on the Amalgamation Appointed Date), reduce the securities premium account (if required) of the Transferee Company, dissolution without winding up of the Transferor Company and change the name of the Transferee Company, pursuant to and under Sections 391 to 394 read with Sections 100- 103 of the 1956 Act and

other relevant provisions of the Act, in the manner provided for in Section II of the Scheme.

The amalgamation of the Transferor Company with the Transferee Company pursuant to and in accordance with this Scheme shall be in accordance with Section 2(1B) of the IT Act.

As per the Scheme, Transferee Company will issue its equity shares to the respective shareholders of Transferor Company as a consideration for the amalgamation of Transferor Company into Transferee Company as per share entitlement ratio. Transferee Company is a step down wholly owned subsidiary of Demerged Company 1 and by giving effect to Part II of the Scheme, it will become a direct wholly owned subsidiary of Demerged Company 1. Hence the share entitlement ratio is calculated based on the paid up share capital of the Transferor Company and Transferee Company so that the number of shares issued by Transferee Company is equivalent to the existing number of equity shares of Transferee Company. Upon coming into effect of the Scheme, and in consideration of the amalgamation of Transferor Company into Transferee Company, the Board of Transferee Company shall, without any further act or deed and without any further payment, issue and allot equity shares to the equity shareholders of the Demerged Company 1, as on the Amalgamation Record Date and compulsorily convertible debentures to the holders of compulsorily convertible debentures, as on the Amalgamation Record Date, as follows:

"26.987 (Twenty Six and Nine Hundred Eighty Seven thousandths only) equity share of Rs. Ten each as fully paid up in JITF Waterways Limited for every 10 equity share of Rs. Ten each held in JITF Shipyards Limited; and

1 Compulsorily Convertible Debenture having coupon rate of 9.25% of face value Rs. Ten crores (Rs. 10,00,00,000) each as fully paid up in JITF Waterways Limited for

every 1 Compulsorily Convertible Debenture having coupon rate of 9.25% of face value of Rs. Ten crores (Rs. 10,00,00,000) each held in JITF Shipyards Limited."

Part III

In terms of Section III of this Scheme, it is proposed, inter alia, to demerge the Demerged Undertaking 2 (as defined hereinafter) of the Demerged Company 2, and vest the same with the Resulting Company 2, reduce the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2, reduce the capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2, with effect from the Demerger Appointed Date 2 (as defined hereinafter) pursuant to and under Sections 391 to 394 read with Section 100 – 103 of the 1956 Act and/or other relevant provisions of the Act and the rules and regulations framed thereunder, in the manner provided for in Section III of the Scheme.

The demerger of the Demerged Undertaking 2 of the Demerged Company 2 and vesting of the same with the Resulting Company 2 pursuant to and in accordance with this Scheme shall be in accordance with Section 2(19AA) of the IT Act (as defined hereinafter). The definitions of Demerged Undertaking 2 and Demerged Business 2 are as provided under the Scheme.

Statement of Limiting Conditions: The Final Report has been prepared for the internal and exclusive use of Jindal Saw Limited in support of the decisions to be taken by it, the Resulting Company and the Transferee Companies. Therefore, the Final Report may not be disclosed, in whole or in part, to any third party or used for any purpose whatsoever other than those indicated in the Engagement and in the

Final Report itself, provided that the Final Report may be transmitted to the experts appointed in compliance with the law and its content may be disclosed publicly where required by regulations of the Indian authorities. Any other use, in whole or in part, of the Final Report will have to be previously agreed and authorised in writing by SPA Capital Advisors Limited (SPA). In preparing the Final Report, SPA has relied upon and assumed, without independent verification, the truthfulness, accuracy and completeness of the information and the financial data provided by Jindal Saw Limited. SPA has therefore relied upon all specific information as received and declines any responsibility should the results presented be affected by the lack of completeness or truthfulness of such information. Publicly available information deemed relevant for the purpose of the analyses contained in the Final Report has also been used. Therefore the Final Report is based on: (i) our interpretation of the information which Jindal Saw Limited, as well as their representatives and advisers, have supplied to us to date; (ii) our understanding of the terms upon which Jindal Saw Limited intends to consummate and implement the Scheme. In the execution of the Engagement, SPA has elaborated its own analysis based on the methodologies illustrated below, reaching the conclusions contained in the final paragraph of this Final Report.

The conclusions described in the Final Report have been prepared with the sole purpose of determining fairness of share entitlement ratio of the Demerged Undertakings and the amalgamation of companies, for the purpose of proposed Scheme of Arrangement; the values contained in this Final Report have no relevance for purposes other than that stated. The Final Report and the Opinion concern exclusively for the purpose of proposed Scheme do not constitute an opinion by SPA as to the absolute value of the shares of Jindal Saw Limited.

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The conclusions contained in this Final Report are based on the whole of the valuations contained herein and therefore no part of the Final Report may be used apart from the document in its entirety.

The Final Report and the Opinion are necessarily based on economic, market and other conditions as on the date of valuation, and the written and oral information made available to us until November 10, 2015. It is understood that subsequent developments may affect the conclusions of the Final Report and of the Opinion and that, in addition, SPA has no obligation to update, revise, or reaffirm the Opinion.

In addition, SPA is expressing no opinion as to the price at which any securities of Jindal Saw Limited will trade on the stock market at any time. Other factors after the date hereof may affect the value of the businesses of Jindal Saw Limited either before or after completion of the event. No opinion is expressed by SPA whether any alternative scheme might have been more beneficial to Jindal Saw Limited. It also remains understood that SPA or certain SPA affiliates may currently have and may in the future have commercial banking, investment banking, trust and other relationships and/or engagements with entities which may have interests with respect to Jindal Saw Limited, or companies directly or indirectly, controlled by, affiliated with Jindal Saw Limited or in which Jindal Saw Limited holds securities. Finally, it remains understood that SPA or certain SPA affiliates may have fiduciary or other relationships and engagements whereby SPA or certain SPA affiliates may exercise voting power over securities of various persons, which securities may from time to time include securities of Jindal Saw Limited, or companies directly or indirectly controlled by, affiliated with Jindal Saw Limited, or in which Jindal Saw Limited holds securities, or other parties with an interest in the Scheme.

COMMON APPROACHES TO VALUATION

Income Approach

The *Income Approach* measures the value of an asset by calculating the present value of its future economic benefits. When used to determine *Business value*, the *Income Approach* develops an indication of value by discounting forecasted cash flows to their present value at a rate of return that incorporates the risk-free rate for the use of funds plus the expected rate of inflation and the risks associated with the particular investment. The discount rate applied to these expected cash flows is generally based upon rates of return available from alternative investments of similar type and quality. Another discounting method calculates the company's *Weighted Average Cost of Capital ("WACC")* from its cost of debt and cost of equity. Forecasts typically cover three to five years, but the reliability of forecasts for valuation purposes in early stage enterprises depends upon many factors, such as the company's vulnerability to advances in technology, actions by competitors, changes in end-user requirements, & the availability of financing. Selecting the forecast period required our judgment.

The *Income Approach* works best when development stage companies have progressed to Stage five. Typically, companies in prior stages have limited operating histories and cash flow forecasts. Using the *Income Approach* when a company has not achieved profitability or positive cash flow, and therefore has negative flows/losses during some or all of the forecast years, results in an *equity Value* that consists mostly (if not entirely) of the *Terminal Value ("TV"* is the estimate of the *Company's* future value at the end of the forecast period).

Market Approach

The *Market Approach* measures the value of an asset through an analysis of recent sales of comparable property compared to the property being valued. When applied to the valuation of an equity interest, consideration is given to the financial condition and operating performance of the subject company compared to either publicly traded companies with similar lines of business or recent corporate acquisitions (*"Guideline Companies"*). Typically, the companies selected for comparison are subject to economic, political, competitive, and technological factors that correspond with those confronting the *Company*.

The *Market Approach* is conceptually preferable to the other two approaches both because it uses direct comparisons to similar enterprises and because the analysis is based upon actual market transactions. However, comparables that fit perfectly rarely exist. Privately held companies are compared to publicly traded ones that are typically further along in their stage of development, have superior access to capital, and have common stock that is readily marketable. Often historical results of public companies are being compared to projected results for the private company being valued. In order to reflect these differences, data from the *Guideline Companies* must be appropriately adjusted.

Asset Approach

The *Asset Approach* measures the value of an asset by the cost to reconstruct or replace it with another of like utility. When applied to the valuation of equity interests in businesses, value is based on the net aggregate *fair market value* of the entity's underlying assets.

This approach basically entails a restatement of the balance sheet of the enterprise in which the *fair market value* of its assets and liabilities are substituted for their book

values. This approach is frequently used to value holding companies or capital-intensive firms. It is typically not an appropriate valuation approach for growing operating companies which provide goods or services and which have significant intangible value. The same may be considered in conjunction with other approaches with lower weight age.

Sources of Information: The valuation was performed as per following information:

- Draft Composite Scheme of Arrangement
- Share entitlement ratio report dated 10th November, 2015 by Khandelia & Sharma, chartered accountants
- Information and Explanation given by management as used for valuation

SUMMARY OF SHARE ENTITLEMENT RATIO PERFORMED BY KS-CA

METHODOLOGY ADOPTED

Net Asset Value Method:

KS-CA has used Net Asset Value Method for arriving share entitlement ratio for demerger of the infrastructure business *inter alia* through subsidiaries of Jindal Saw Limited into JITF Infralogistics Limited. Further, KS-CA has used the ratio of the paid up share capital of JITF Shipyards Limited and JITF Waterways Limited for arriving share entitlement ratio for amalgamation of JITF Shipyards Limited into JITF Waterways Limited.

Share Entitlement ratio suggested by KS-CA,

Part I

"50 equity share of Rs. Two each as fully paid up in JITF Infralogistics Limited for every 622 equity share of Rs. Two each held in Jindal Saw Limited; and

50 Compulsorily Convertible Debentures having coupon rate of 0% of Rs. 81.10 (Eighty one and paise ten only) each as fully paid up in JITF Infralogistics Limited for every 622 Compulsorily Convertible Debentures having coupon rate of 0% of Rs. 81.10 (Eighty one and paise ten only) each held in Jindal Saw Limited."

Part II

"26.987 (Twenty Six and Nine Hundred Eighty Seven thousandths only) equity share of Rs. Ten each as fully paid up in JITF Waterways Limited for every 10 equity share of Rs. Ten each held in JITF Shipyards Limited; and

1 Compulsorily Convertible Debenture having coupon rate of 9.25% of face value Rs. Ten crores (Rs. 10,00,00,000) each as fully paid up in JITF Waterways Limited for every 1 Compulsorily Convertible Debenture having coupon rate of 9.25% of face value of Rs. Ten crores (Rs. 10,00,00,000) each held in JITF Shipyards Limited."

Part III

Since JITF Waterways Limited will become wholly owned subsidiary of Jindal Saw Limited, no shares are to be issued.

CONCLUSION

Subject to the assumptions presented herein, in our opinion the Share Entitlement Ratio derived by KS-CA is fair considering circumstances and purpose of valuation.

We believe that the above share entitlement ratio is fair and reasonable considering that all the shareholders of Jindal Saw is and will, upon demerger, be the ultimate beneficial owners of the JITF Infralogistics Limited.

JITF Waterways is a step down wholly owned subsidiary of Jindal Saw and by giving effect to Part II of the Scheme, JITF Waterways will become a direct wholly owned subsidiary of Jindal Saw. Hence the share entitlement ratio is fair.

Since Demerged Company 2 will become wholly owned subsidiary of Resulting Company 2 after giving effect to Part II of the Scheme, based on the information above and the Scheme made available to us and to the best of our knowledge and belief, the demerger proposed is fair.

for SPA Capital Advisors Limited
(SEBI Reg. No. INM 000010825)

(Sourabh Garg)
Vice President

SPA Capital Advisors Limited New Delhi

(Khushboo Tanwar)
Manager

Complaints Report as on 4th December, 2015.

Part A

Sr. No.	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by Stock Exchange	Nil
3.	Total Number of complaints/comments received (1+2)	Nil
4.	Number of complaints resolved	N.A.
5.	Number of complaints pending	N.A.

Part B

Sr. No.	Name of complainant	Date of complaint	Status (Resolved/Pending)
1.	N.A.		

JINDAL SAW LIMITED ★ NEW DELHI ★

NATIONAL STOCK EXCHANGE OF INDIA LIMITED

NIFTY 50 Stock of the nation

Ref: NSE/LIST/59989

February 04, 2016

The Company Secretary
Jindal Saw Limited
Jindal Center,
12, Bhikaiji Cama Place,
extension no. 2220
New Delhi - 110066

Kind Attn.: Mr. Sunil Jain

Dear Sir,

Sub.: Observation Letter for draft Composite Scheme of Arrangement among Jindal Saw Limited ("the Company"), JITF Infralogistics Limited, JITF Shipyards Limited, JITF Waterways Limited and their respective shareholders and creditors.

This has reference to captioned scheme submitted to NSE vide your letter dated November 10, 2015.

Based on our letter Ref: NSE/LIST/54314 submitted to SEBI and pursuant to SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013 and SEBI Circular no. CIR/CFD/DIL/8/2013 dated May 21, 2013, SEBI has vide letter dated February 03, 2016, has given following comments on the draft Scheme of Arrangement:

"a. The company shall ensure that additional information, if any, submitted by the company, after filing the scheme with the stock exchange, is displayed from the date of receipt of this letter on the websites of the listed company.
b. The company shall duly comply with various provisions of the Circulars."

We hereby convey our 'No-objection' with limited reference to those matters having a bearing on listing/ delisting/ continuous listing requirements within the provisions of the Listing Agreement, so as to enable the Companies to file the Scheme with Hon'ble High Court.

However, the listing of equity shares of JITF Infralogistics Limited on the National Stock Exchange India Limited shall be subject to SEBI granting relaxation under Rule 19(2) (b) of the Securities Contract (Regulation) Rules, 1957. Further, JITF Infralogistics Limited shall comply with SEBI Act, Rules, Regulations, directions of the SEBI and any other statutory authorities and Rules, Byelaws and Regulations of the Exchange.

The Company should also fulfill the Exchange's criteria for listing of such company and also comply with other applicable statutory requirements. However, the listing of shares of JITF Infralogistics Limited is at the discretion of the Exchange.

The listing of JITF Infralogistics Limited pursuant to the Scheme of Arrangement shall be subject to SEBI approval & Company satisfying the following conditions:

Exchange Plaza, Bandra Kurla Complex, Bandra (E), Mumbai 400051, India. • Tel: +91 22 26598235/36, 26598346 • Fax: +91 22 26598237/38
E-mail : cmlist@nse.co.in • Web site: www.nseindia.com

To submit the Information Memorandum containing all the information about JITF Infralogistics Limited and its group companies in line with the disclosure requirements applicable for public issues with NSE for making the same available to the public through website of the companies.

To publish an advertisement in the newspapers containing all the information about JITF Infralogistics Limited in line with the details required as per SEBI circular no. SEBI/CFD/DIL/5/2013 dated February 4, 2013. The advertisement should draw a specific reference to the aforesaid Information Memorandum available on the website of the company as well as NSE.

To disclose all the material information about JITF Infralogistics Limited to NSE on the continuous basis so as to make the same public, in addition to the requirements, if any, specified in Listing Agreement for disclosures about the subsidiaries.

The following provision shall be incorporated in the scheme:

"The shares allotted pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange."
"There shall be no change in the shareholding pattern or control in JITF Infralogistics Limited between the record date and the listing which may affect the status of this approval."

The Exchange reserves its rights to raise objections at any stage if the information submitted to the Exchange is found to be incomplete/ incorrect/ misleading/ false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines / Regulations issued by statutory authorities.

The validity of this "Observation Letter" shall be six months from February 04, 2016, within which the Scheme shall be submitted to the Hon'ble High Court. Further pursuant to the above cited SEBI circulars upon sanction of the Scheme by the Hon'ble High Court, you shall submit to NSE the following:

a. Copy of Scheme as approved by the High Court;
b. Result of voting by shareholders for approving the Scheme;
c. Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme;
d. Status of compliance with the Observation Letter/s of the stock exchanges;
e. The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
f. Complaints Report as per Annexure II of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013.

Yours faithfully,
For National Stock Exchange of India Limited

Kamlesh Patel
Manager

This Document is Digitally Signed

P.S.: Checklist of all the further issues is available on website of the exchange at the following URL http://www.nseindia.com/content/equities/eq_checklist.htm"

NSE
Signer: Patel Kamlesh Nagjibhai
Date: Thu, Feb 4, 2016 12:59:46 GMT+05:30
Location: NSE

DCS/AMAL/MN/24(f)/294/2015-18
February 4, 2016

The Company Secretary
Jindal Saw Limited
A-1, Nandgaon Road,
UPSIDC Industrial Area, Kosi Kalan ,
Mathura ,Uttar Pradesh ,281403.

Sub: Observation letter regarding the Draft Scheme of Arrangement involving Jindal Saw Ltd, JITF Infralogistics Ltd, JITF Shipyards Ltd, JITF Waterways Ltd

We are in receipt of Draft Scheme of Arrangement involving Jindal Saw Ltd, JITF Infralogistics Ltd, JITF Shipyards Ltd, JITF Waterways Ltd.

As required under SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013 & SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013; SEBI vide its letter dated February 3, 2016 has inter alia given the following comment(s) on the draft scheme of arrangement:

- ***"Company shall duly comply with various provisions of the Circulars."***
- ***"Company to ensure that additional information, if any, submitted by the Company, after filling the scheme with the stock exchange, from the date of receipt of this letter is displayed on the website of the listed company."***

Accordingly, based on aforesaid comment offered by SEBI, the company is hereby advised:

- To duly comply with various provisions of the circulars
- To provide additional information, if any, (as stated above) along with various documents to the Exchange for further dissemination on Exchange website.
- To ensure that additional information, if any, (as stated aforesaid) along with various documents are disseminated on their (company) website

In light of the above, we hereby advise that we have no adverse observations with limited reference to those matters having a bearing on listing/de-listing/continuous listing requirements within the provisions of Listing Agreement, so as to enable the company to file the scheme with Hon'ble High Court.

However, the listing of equity shares of JITF Infralogistics Ltd on the BSE Limited, shall be subject to SEBI granting relaxation under Rule 19(2)(b) of the Securities Contract (Regulation) Rules, 1957 and compliance with the requirements of SEBI circular. No .CIR/CFD/DIL/5/2013 dated February 4, 2013 & SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013. Further, JITF Infralogistics Ltd shall comply with SEBI Act, Rules, Regulations, directions of the SEBI and any other statutory authority and Rules, Byelaws, and Regulations of the Exchange.

The Company shall fulfill the Exchange's criteria for listing the securities of such company and also comply with other applicable statutory requirements. However, the listing of shares of JITF Infralogistics Ltd is at the discretion of the Exchange. In addition to the above, the listing of JITF Infralogistics Ltd pursuant to the Scheme of Arrangement shall be subject to SEBI approval and the Company satisfying the following conditions:

1. To submit the Information Memorandum containing all the information about JITF Infralogistics Ltd and its group companies in line with the disclosure requirements applicable for public issues with BSE, for making the same available to the public through the website of the Exchange. Further, the company is also advised to make the same available to the public through its website.

Auditor's Report

The Board of Directors,
JINDAL SAW LIMITED
A-1, UPSIDC Industrial Area,
Nandgaon Road, Kosi Kalan,
Uttar Pradesh – 281403

Limited Review Report–Reference Balance Sheet as at 1st April, 2015.

We have reviewed the accompanying statement of unaudited reference Balance Sheet as at 1st April, 2015 of **JINDAL SAW LIMITED** ("the Company"), being prepared for the purpose of Composite Scheme of Arrangement for Demerger of Investment in Infrastructure Sector from the Company to JITF Infralogistics Limited as per Section I of the Scheme and Demerger of Ocean Waterways Business from the JITF Shipyards Limited into the Company as per Section III of the Scheme. Balance Sheet as at 31st March, 2015 depicts the State of Affairs of the Assets and Liabilities prior to effect of Section I and Section III of the Schemeand reference Balance Sheet as at 1st April, 2015 depicts the State of Affairs of Assets and Liabilities after Demerger of Infrastructure business from the company and Demerger of Ocean Waterways business into the company. This statement is the responsibility of the Company's Management and has been approved by the Board of Directors~~/committee of Board of Directors~~. Our responsibility is to issue a report on these financial statements based on our review.

The aforesaid reference Balance Sheet is made specifically for the purpose of Composite Scheme of Arrangement between Jindal Saw Limited and JITF Infralogistics Limited as per Section I of the scheme and Jindal Saw Limited and JITF Waterways Limited as Per Section III of the Scheme.Therefore, figures for the corresponding previous period ended 31st March, 2014 as required under Indian Accounting Standard for Interim Financial Reporting notified by Ministry of Corporate Affairs, has not been made and furnished.

We conducted our review in accordance with the Standard on Review Engagements (SRE) 2410, "Review of Interim financial information performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement(s). A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Emphasis of Matter

Attention is drawn to the followings:

Loans and advances to subsidiary company i.e.JITF Shipping and Logistics (Singapore) Pte. Ltd of Rs.5311.38 Lacs is considered good and fully realizable/recoverable in the opinion of management, for the period covered by this report.

Based on our review conducted as stated above, nothing has come to our attention that causes us to believe that the accompanying statement of reference Balance Sheet as at 1stApril, 2015 prepared in accordance with the Indian Accounting Standards issued under the Companies (Indian Accounting Standards) Rules, 2015 which continue to apply as per section 133 of the Companies Act, 2013 and other recognized accounting practices and policies, has not disclosed the information required to be disclosed, or that it contains any material misstatement

For N.C. Aggarwal & Co.
Chartered Accountants
Firm Registration No. 003273N

Place :New Delhi
Dated : 8th Februray,2016

(G.K. Aggarwal)
Partner
M.No.086622

JINDAL SAW LIMITED

Unaudited IND AS Reference Balance Sheet as at April 1, 2015 Pursuant to Composite Scheme of Arrangement

Particulars	Note No.	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
I. EQUITY AND LIABILITIES			
(1) Equity			
(a) Equity Share capital	1	5,800.74	5,800.74
(b) Other equity			
(i) Equity component of other financial instruments	2	33,772.15	24,104.69
(ii) Retained Earnings	2	147,337.84	147,337.84
(iii) Reserves			
1.1 Reserves representing unrealised gains/losses	2	(647.04)	(647.04)
1.2 Other Reserves	2	335,760.82	386,987.37
(2) Non-Current Liabilities			
(a) Financial Liabilities			
(i) Long-Term Borrowings	3	201,210.45	179,582.90
(b) Long -Term Provisions	4	4,855.81	4,848.38
(c) Deferred Tax Liabilities (Net)	5	31,747.50	46,469.44
(d) Other non-current Liabilities	6	10,262.98	10,262.98
(3) Current Liabilities			
(a) Financial Liabilities			
(i) Short-Term Borrowings	7	245,415.63	245,415.63
(ii) Trade Payables	8	60,145.70	56,874.97
(b) Other Current Liabilities	9	95,953.18	91,248.37
(c) Short-Term Provisions	10	382.82	382.17
Total		**1,171,998.56**	**1,198,668.44**
II. ASSETS			
(1) Non Current Assets			
(a) Property, Plant and Equipment	11	547,624.59	530,079.49
(b) Capital Work-In-Progress		42,158.93	42,158.93
(c) Intangible Assets	11	651.61	651.61
(d) Financial Assets			
(i) Non Current Investments	12	24,043.38	68,557.78
(ii) Long -Term Loans and Advances	13	27,100.65	21,789.27
(e) Other Non-Current Assets	14	3,849.42	8,682.40
(2) Current Assets			
(a) Inventories	15	213,325.60	212,695.84
(b) Financial assets			
(a) Current investments	16	27,300.00	27,300.00
(c) Trade Receivables	17	157,520.93	149,943.72
(d) Cash and Bank Balances	18	19,411.36	18,237.25
(e) Short -Term Loans and Advances	19	105,463.79	115,613.73
(c) Assets for Current Tax (Net)		3,120.96	2,531.07
(d) Other Current Assets	20	427.35	427.35
Total		**1,171,998.56**	**1,198,668.44**

Note: Reference Balance Sheet prepared under Indian Accounting Standards (Ind AS) from the transition date 1st April 2014 and for the year ended 31st March 2015 solely for the use of the Company for Filing with Hon'ble High Court of Allahabad (Uttar Pradesh) and other regulatory authority in connection with the proposed Composite Scheme of Arrangement of the Company.

As per our report of even date attached

For N.C. Aggarwal & Co.
Chartered Accountants
Firm Registration No. 003273N

G.K.Aggarwal
PARTNER
M.No. 086622

Neeraj Kumar
Group CEO &
Whole-time Director
DIN : 01776688

Sunil K.Jain
Company Secretary
M.No. FCS 3056

Sminu Jindal
Managing Director
DIN : 00005317

Narendra Mantri
Head Commercial &
Chief Financial Officer

Place : New Delhi
Dated : 8th February, 2016

JINDAL SAW LIMITED

Statement of Change in Equity of Reference Balance Sheet as at April 1, 2015

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
1. Equity Share Capital		
Authorised		
(i) 500,000,000 Equity Shares of Rs. 2/- each	10,000.00	10,000.00
(ii) 10,000,000 Redeemable Non Convertible Cumulative Preference shares of Rs. 100/- each	10,000.00	10,000.00
	20,000.00	**20,000.00**
Issued		
290,039,185 (previous year 276,230,771) Equity Shares of Rs. 2/- each	5,800.78	5,800.78
	5,800.78	**5,800.78**
Subscribed and Fully Paid-Up		
290,035,185 (previous year 276,226,771) Equity Shares of Rs. 2/- each	5,800.70	5,800.70
Add: Forfeited 4,000 Equity Shares of Rs. 2/- each (Partly paid up Rs. 1/- each)	0.04	0.04
Total Equity Share capital	**5,800.74**	**5,800.74**
Balance at the beginning of the reporting period Balance	5,524.58	5,524.58
Changes in equity share capital during the year	276.16	276.16
Balance at the end of the reporting period	**5,800.74**	**5,800.74**
(a) Reconciliation of the number of shares:		
Equity Shares		
Shares outstanding as at the beginning of the year	276,226,771	276,226,771
Add : 138,08,414 Equity Shares of Rs. 2/- each issued during the year	13,808,414	13,808,414
Add: Issue of Bonus Shares		
Shares outstanding as at the end of the year	**290,035,185**	**290,035,185**

(b) Details of shareholders holding more than 5% shares in the company:

Name of Shareholders	No. of shares 31.3.2015	% of holding as at
Nalwa Sons Investments Limited	53,550,000	18.46
Sigmatech Inc	30,120,000	10.38
Danta Enterprises Private Limited	23,572,150	8.13
Reliance Capital Trustee Company Limited A/c Reliance Growth Fund	14,614,778	5.04
Total	**121,856,928**	**42.01**

(c) Aggregate number of bonus shares issued, shares issued for consideration other than cash and bought back shares during the period of five years immediately preceding the reporting date: NIL

(d) 3,250 Equity Shares have been held in abeyance as a result of attachment orders by Govt. authorities, lost shares certificates and other disputes.

(e) Terms/Rights attached to Equity Shares
The Company has only one class of equity shares having a par value of Rs. 2/- per equity share. Each equity shareholder is entitled to one vote per share.

(f) The Company allotted 435,30,596, 0% Compulsorily Convertible Debentures (CCDs) on preferential basis under the SEBI ICDR Regulations to the promoters group entity @ Rs. 81.10 per CCD. Out of these CCDs, 1,38,08,414 CCDs have been converted into equal number of equity shares of Rs. 2 each on 25th March, 2015. The remaining CCDs shall be converted into two trenches as follows:-

i) 1,44,98,696 number of CCDs would be converted into equal number of equity shares of Rs. 2 each any time during 1st April, 2015 to 31st March, 2016; and

ii) 1,52,23,486 number of CCDs shall be converted into equal number of equity shares of Rs. 2 each during the month of April, 2016.

g) 8 nos of 9.25% CCD of face vaue of Rs. 1000 Lacs each transferred pursuant to composite scheme of arrangement.

JINDAL SAW LIMITED

Statement of Change in Equity as at April 1, 2015 of Reference Balance Sheet

2. OTHER EQUITY **(Rs. in lacs)**

Particular	Balance at the beginning of the reporting period (IGAAP)	Adjust-ments (Note 1)	Balance at the beginning of the reporting period	Changes in accounting policy/prior period errors	Restated balance at the beginning of the reporting period	Total Compre-hensive Income for the year	Divi-dends	Transfer to/ from retained earnings	Issue during the year	Transfer to equity share capital	Balance as at March 31, 2015	Adjustment pursuant to composite scheme of arrangement		Balance as at April 1, 2015
(i) Equity component of other financial instruments	-	-	-	-	-	-	-	-	35,303.31	(11,198.62)	24,104.69	8,000.00	**	32,104.69
Premium on redemption of CCD											-	1,667.46	**	1,667.46
	-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**35,303.31**	**(11,198.62)**	**24,104.69**	**9,667.46**		**33,772.14**
(ii) Retained Earnings	20,225.14	121,846.19	142,071.33	-	142,071.33	28,812.76	(3,231.72)	(20,314.53)	-	-	147,337.84	36,938.47	**	184,276.31
Adjustment pursuant to Composite scheme of Arrangement											-	(36,938.47)	**	(36,938.47)
	20,225.14	**121,846.19**	**142,071.33**	**-**	**142,071.33**	**28,812.76**	**(3,231.72)**	**(20,314.53)**	**-**	**-**	**147,337.84**	**-**		**147,337.84**
(iii) Reserves														
1.1 Reserves representing unrealised gains/losses														
Re-valuation Surplus	415.68	(415.68)	-		-	-	-	-	-	-	-			-
Remeasurements of the net defined benefit Plans	-	-	-	-	-	(647.04)	-	-	-	-	(647.04)			(647.04)
	415.68	**(415.68)**	**-**	**-**	**-**	**(647.04)**	**-**	**-**	**-**	**-**	**(647.04)**			**(647.04)**
1.2 Other Reserves														
Capital Reserve	6,278.73	(6,278.73)	-		-	-	-	-	-	-	-	36,938.47	**	36,938.47
Adjustment pursuant to Composite scheme of Arrangement											-	(36,938.47)	**	(36,938.47)
	6,278.73	(6,278.73)	-	-	-	-	-	-	-	-	-	-		-
Capital Redemption Reserve	11,500.00	-	11,500.00	-	11,500.00	-	-	-	-	-	11,500.00	(11,500.00)	*	-
Securities Premium Account	56,821.26	-	56,821.26	-	56,821.26	-	-	-	-	10,922.46	67,743.72	(39,726.55)	***	28,017.17
Debenture Redemption Reserve	8,264.00	-	8,264.00	-	8,264.00	-	-	2,317.00	-	-	10,581.00			10,581.00
General Reserve	279,162.65	-	279,162.65	-	279,162.65	-	-	18,000.00	-	-	297,162.65			297,162.65
	362,026.64	(6,278.73)	355,747.91	-	355,747.91	-	-	20,317.00	-	10,922.46	386,987.37	(51,226.55)		335,760.82
(iii)Total Reserves	362,442.32	(6,694.41)	355,747.91	-	355,747.91	(647.04)	-	20,317.00	-	10,922.46	386,340.33	(51,226.55)		335,113.78

(i) Equity component of other financial instruments

1. The Company allotted 435,30,596, 0% Compulsorily Convertible Debentures (CCDs) on preferential basis under the SEBI ICDR Regulations to the promoters group entity @ Rs. 81.10 per CCD.
   Out of these CCDs, 1,38,08,414 CCDs have been converted into equal number of equity shares of Rs. 2 each on 25th March, 2015. The remaining CCDs shall be converted into two trenches as follows:-
   i) 1,44,98,696 number of CCDs would be converted into equal number of equity shares of Rs. 2 each any time during 1st April, 2015 to 31st March, 2016; and
   ii) 1,52,23,486 number of CCDs shall be converted into equal number of equity shares of Rs. 2 each during the month of April, 2016.
   iii) 8 nos of 9.25% CCD of face vaue of Rs. 1000 Lacs each transferred pursuant to composite scheme of arrangement

* Adjustment in capital pursuant to Section III of Composite Scheme of Arrangement.

** Adjustment in capital pursuant to Section I of Composite Scheme of Arrangement.

*** Adjustment in capital pursuant to Section I of Rs.20048.16 Lacs and Section III of Rs.19678.39 lacs of Composite Scheme of Arrangement.

Note 1

(Rs. in lacs)

Particular		Retained earning	Capital Reserve	Revaluation Reserve	Total impact on reserve & surplus
As on April 1, 2014 (IGAAP)	**(A)**	**20,225.14**	**6,278.73**	**415.68**	**26,919.55**
Adjustments:					
Add: Fair valuation of property, plant and equipment		176,723.58	-	-	176,723.58
Add: De-recognition of proposed dividend including dividend distribution tax		3,231.72	-	-	3,231.72
Add: Loan processing charges recorded at amortized cost using effective interest method		125.00	-	-	125.00
Add: Recognition of deferred income on Nasik IPS Scheme		341.17	-	-	341.17
Less: Fair valuation loss on unquoted non-current investments		(28,332.77)	-	-	(28,332.77)
Less: Government Gants recorded as Capital Reserves reclassified as deferred income under other non-current liabilities and other current liabilities		-	(6,278.73)	-	(6,278.73)
Provision for mines restoration recorded at discounted value		(2.76)	-	-	(2.76)
Less: Deferred Tax assets recorded on fair valuation of fixed assets		(30,655.42)	-	-	(30,655.42)
Reversal of revaluation reserve to retained earnings		415.68	-	(415.68)	-
	(B)	**121,846.19**	**(6,278.73)**	**(415.68)**	**115,151.78**
As on April 1, 2014 (Ind AS)	**(A) + (B)**	**142,071.33**	**-**	**-**	**142,071.33**

Notes to Reference Balance Sheet as at April 1, 2015

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
3. LONG-TERM BORROWINGS		
a) Secured		
i) Non Convertible Debentures	60,000.00	60,000.00
ii) Term Loans		
From Banks (net of transaction cost)	78,338.98	78,338.98
Add: Pursuant to Section III of Composite Scheme of Arrangement	21,627.55	-
	99,966.53	78,338.98
Secured Long -Term borrowings	**159,966.53**	**138,338.98**

Non convertible Debentures include :

(i) 10.75% Non Convertible Debentures of Rs. 30,000 lacs (including Rs. 10,000 lacs shown in current maturity) (Previous Year Rs. 30,000 lacs) are secured by first pari passu charge by way of English mortgage on the Company's specific immovable properties located in the state of Gujarat and by way of equitable mortgage of Company's other immovable properties and hypothecation of movable fixed assets both present and future in favour of Debenture Trustees. The same are repayable in three equal instalments of Rs. 10,000 lacs each on April 08, 2015, April 08, 2016 and April 08, 2017.

(ii) 10.50% Non Convertible Debentures of Rs. 10,000 lacs (Previous Year Rs. 10,000 lacs) in three series are secured by first pari passu charge by way of English mortgage on the Company's specific immovable properties located in the state of Gujarat and by way of equitable mortgage of Company's other immovable properties and hypothecation of movable fixed assets both present and future in favour of Debenture Trustees. The same are repayable in three instalments of Rs. 3,000 lacs (Series I), Rs. 3,000 lacs (Series II) and Rs. 4,000 lacs (Series III) on September 12, 2018, September 12, 2019 and September 12, 2020 respectively. There is a call option exercisable at the end of three years from the date of allotment (September 12, 2012) for all series of NCDs. The Call option is also available in every subsequent year for each series of NCD individually i.e. at the end of 4th, 5th, 6th and 7th year from the date of allotment upto their respective dates of maturity.

(iii) 10.38% Non Convertible Debentures of Rs. 30,000 lacs (Previous Year Rs. 30,000 lacs) in two series are secured by first pari passu charge by way of English mortgage on the Company's specific immovable properties located in the state of Gujarat and by way of equitable mortgage of Company's other immovable properties and hypothecation of movable fixed assets both present and future in favour of Debenture Trustees. The same are repayable in single instalment of Rs. 30,000 lacs on December 26, 2021. There is a put/call option for Rs. 15,000 lacs (Series 1) at the end of third year (26.12.2015) and for Rs. 15,000 lacs (Series 2) at the end of Fourth year (26.12.2016) from the date of allotment i.e. December 26, 2012.

Term Loans from Banks include :

(i) Term Loan of Rs. 13,700 lacs (rate of interest 1.50% p.a.)(Previous Year Rs. 13,700 lacs) is secured by way of second charge on all the assets of the Company both present and future and also by way of personal guarantee of a Director. The same is repayable in three instalments of Rs. 4,110 lacs, Rs. 4,110 lacs and Rs. 5,480 lacs on Jan 31, 2017, Jan 31, 2018 and Jan 31, 2019 respectively.

(ii) Term Loan of Rs. 5,000 lacs (rate of interest 10.75% p.a.) (Previous Year Rs. 5,000 lacs) is secured by way of second charge on all the assets of the Company, both present and future and also by way of personal guarantee of a Director. The repayment is by way of a bullet payment of Rs. 5,000 lacs on May 23, 2017.

(iii) Term Loan of USD 89,04,719.50 (Rs. 5,573.53 lacs) (rate of interest 6 Months Libor+400 bps p.a.) (Previous Year USD 89,04,719.50 - Rs. 5,351.72 lacs) is secured by way of second charge on all the assets of the Company both present and future and also by way of personal guarantee of a Director. The repayment is by way of a bullet payment of USD 89,04,719.50 (Rs. 5,573.53 lacs) on May 23, 2017.

(iv) Term Loan of Rs. 50,000 lacs (including Rs. 1,000 lacs shown in current maturity) (rate of interest 11.25% p.a.) (Previous Year Rs. 29,500 lacs) is secured/to be secured by first pari passu charge by way of equitable mortgage on Company's immovable properties and hypothecation of movable fixed assets both present and future. The transaction cost of Rs. 125 lacs has been netted off in term loan amount. The repayment schedule is as under:-

Year of Repayment	**Rs. in lacs**
2015-16	1,000.00
2016-17	1,000.00
2017-18	2,000.00
2018-19	7,500.00
2019-20	8,500.00
2020-21	8,500.00
2021-22	8,500.00
2022-23	13,000.00
Total outstanding balance	**50,000.00**

v) Term Loan of Rs. 5,000 lacs (rate of interest 11.25% p.a.) (Previous Year Rs. Nil) is secured / to be secured by first pari passu charge by way of equitable mortgage on Company's immovable properties and hypothecation of movable fixed assets both present and future. The repayment schedule is as under:-

Year of Repayment	**Rs. in lacs**
2017-18	250.00
2018-19	250.00
2019-20	350.00
2020-21	350.00
2021-22	600.00
2022-23	1,600.00
2023-24	1,600.00
Total outstanding balance	**5,000.00**

(vi) Term Loans include Vehicle Loans of Rs. 331.99 lacs (including Rs. 141.54 lacs shown in current maturity) (Previous Year Rs. 294.82 lacs) which are secured by way of hypothecation of Vehicles, which carries rate of interest ranging from 10.50% to 12.25% p.a. The same are repayable as under:

Year of Repayment	**Rs. in lacs**
2015-16	141.54
2016-17	155.30
2017-18	29.89
2018-19	5.26
Total outstanding balance	**331.99**

(vii) Term Loans are secured against mortgage of Vessels by first charge in favour of Banks. Term Loans are also guaranteed by way of pledge of 30% equity of the company and also supported by letter of undertaking/corporate guarantee of ultimate holding company. Loan is also secured by Corporate Guarantee of Jindal ITF Limited. Term loan of Rs 123 crores is also secured by second pari passu charge over the receivables accruing to the Borrower.

(viii) There is no default in repayment of principal and interest thereon.

Particulars	**As At 1st April, 2015 (Rs. in lacs)**	**As At 31st March, 2015 (Rs. in lacs)**
b) Unsecured		
i) External Commercial Borrowings from Banks	38,945.43	38,945.43
ii) Deferred Sales Tax Loans	2,298.49	2,298.49
Unsecured Long -Term Borrowings	**41,243.92**	**41,243.92**
Total Long -Term Borrowings	**201,210.45**	**179,582.90**

1. Terms of repayment of Unsecured ECB :-

a) External Commercial Borrowings of USD 1,90,00,000 (Rs. 11,892.26 lacs) (including USD 57,00,000 - Rs. 3,567.68 lacs shown in current maturity) (Previous Year USD 19,000,000- Rs. 11,418.96 lacs) is repayable in three instalments of USD 57,00,000 (Rs. 3,567.68 lacs), USD 57,00,000 (Rs. 3,567.68 lacs) and USD 76,00,000 (Rs. 4,756.90 lacs) on Nov 27, 2015, Nov 27, 2016 and Nov 27, 2017, respectively. Rate of Interest is 6 months USD LIBOR plus 2.30% p.a.

b) External Commercial Borrowing of USD 7,30,18,334 (Rs. 45,702.76 lacs) (including USD 24,096,050 - Rs. 15,081.91 lacs shown in current maturity) (Previous Year USD 73,018,334 - Rs. 43,883.87 lacs) is repayable in three instalments of USD 24,096,050 (Rs. 15,081.91 lacs), USD 24,096,050 (Rs. 15,081.91 lacs) and USD 24,826,234 (Rs. 15,538.94 lacs) on June 30, 2015, June 30, 2016 and June 30, 2017, respectively. Rate of Interest is 6 months USD LIBOR plus 2.55% p.a.

2. Repayment schedule of Deferred Sales Tax Loans is set out below:

Year of Repayment	Rs. in lacs
2015-16 (Shown in current maturity)	475.61
2016-17	156.49
2017-18	342.33
2018-19	474.24
2019-20	450.49
2020-21	420.46
2021-22	320.40
2022-23	134.08
Total outstanding balance	**2,774.10**

3. Deposits from public includes deposits from related parties Rs. Nil (Previous Year Rs. 264.47 lacs).
4. There is no default in repayment of Principal loans and interest.

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
4. LONG-TERM PROVISIONS		
a) Provision for Mines Restoration	7.38	7.38
b) Provision for Employee benefits		
Provision for Gratuity	2,106.45	2,106.45
Provision for Leave Encashment	2,741.98	2,734.55
Total Long- term Provisions	**4,855.81**	**4,848.38**
5. DEFERRED TAX LIABILITIES (NET) *		
Temporary difference		
A. LIABILITY		
(i) Difference between book and tax depreciation	76,007.42	75,966.38
(ii) Disallowance under Income Tax Act	-	-
(iii) Carried Forward losses	-	-
Total Deferred Tax Liabilities	**76,007.42**	**75,966.38**
B. ASSETS		
(i) Difference between book and tax depreciation		
(ii) Disallowance under Income Tax Act (net)	976.48	976.48
(iii) Carried Forward losses	19,297.44	4,534.46
Total Deferred Tax Assets	**20,273.92**	**5,510.94**
Net Liabilities of temporary difference (A-B)	**55,733.50**	**70,455.44**
Less: MAT credit entitlement	(23,986.00)	(23,986.00)
Total Deferred Tax Liabilities (Net) (A-B)	**31,747.50**	**46,469.44**

* Figures as at 1st April 2015 are inclusive of Rs. 14721.94 Lacs (assets) pursuant to section III of Composite Scheme of Arrangement.

6. OTHER NON-CURRENT LIABILITIES		
Security Deposits and Advances	2,941.00	2,941.00
Deferred income	7,321.98	7,321.98
Total Other Non-Current Liabilities	**10,262.98**	**10,262.98**
7. SHORT-TERM BORROWINGS		
a) Secured		
From banks		
Working Capital borrowings	60,725.56	60,725.56
Buyers' credit	166,685.03	166,685.03
Secured Short -Term Borrowings	**227,410.59**	**227,410.59**

Out of above, short term borrowings of Rs. 2,22,716.28 lacs (Previous Year Rs. 1,15,426.40 lacs) are secured by hypothecation of finished goods, raw-materials, work-in-progress, stores and spares, book debts and second pari-passu charge in respect of other movable and immovable properties of the Company and Rs. 4,694.31 lacs (Previous Year Rs. 10,517.47 lacs) are secured by second pari-passu charge on current assets of the Company.

b) Unsecured		
From Banks		
Short -Term loan	5,007.26	5,007.26
Buyers' credit	12,997.78	12,997.78
Unsecured Short -Term Borrowings	**18,005.04**	**18,005.04**
Total Short -Term Borrowings	**245,415.63**	**245,415.63**
8. TRADE PAYABLES*		
Trade Payables (including acceptances)	60,019.33	56,748.60
Micro and Small Enterprises	126.37	126.37
Total Trade Payables	**60,145.70**	**56,874.97**

* Figures as at 1st April 2015 are inclusive of Rs. 3270.73 Lacs pursuant to section III of Composite Scheme of Arrangement.

JINDAL SAW LIMITED
Notes to Reference Balance Sheet as at April 1, 2015

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
9. OTHER CURRENT LIABILITIES		
a) Current Maturities of Long -Term debts	30,266.75	30,266.75
b) Interest Accrued but not due	6,910.85	4,406.85
c) Current portion of deferred income	312.06	312.06
d) Advance From Customers and Others	13,582.95	13,566.25
e) Unpaid Dividend	367.32	367.32
f) Capital Creditors	3,357.58	3,357.58
g) **Other Payables**		
Statutory Dues	2,212.40	2,065.25
Dues to Employees	1,550.28	1,532.33
Others	37,392.99	35,373.98
Total Other Current Liabilities	**95,953.18**	**91,248.37**
* Figures as at 1st April 2015 are inclusive of Rs. 4704.81 Lacs pursuant to section III of Composite Scheme of Arrangement.		
10. SHORT -TERM PROVISIONS		
a) Provision for Employee benefits		
Provision for Gratuity	160.74	160.74
Provision for Leave Encashment	222.08	221.43
	382.82	**382.17**
Total Short -Term Provisions	**382.82**	**382.17**
11. FIXED ASSETS		
(i) Tangible assets	549,323.60	549,323.60
Add: Pursuant to Section III of Composite Scheme of Arrangement	18,882.76	-
	568,206.36	549,323.60
Less: Accumulated Depreciation	19,244.11	19,244.11
Add: Pursuant to Section III of Composite Scheme of Arrangement	1,337.65	-
	20,581.76	19,244.11
Net Tangible assets	**547,624.59**	**530,079.49**
(ii) Intangible assets	1,880.61	1,880.61
Less: Accumulated Depreciation	1,229.00	1,229.00
Net Intangible assets	**651.61**	**651.61**
(iii) Capital work-in-progress	**42,158.93**	**42,158.93**
12. NON-CURRENT INVESTMENTS		
i) Trade Investments		
Debentures- Unquoted	16,571.48	16,571.48
CCD issued by subsidiary adjusted pursuant to Composite Scheme of Arrangement.	(14,164.88)	-
Total non-current Trade Investment	**2,406.60**	**16,571.48**
Unquoted		
Investment In Unquoted Equity Shares	31.40	31.40
Investment In Quoted And Unquoted Govt. Securities	1.10	1.10
Equity Shares Of Subs.Co./Jv/Ass.-Unqtd	47,436.87	47,436.87
Investment in JUISL, subsidiary transferred.	(28,865.52)	-
Investment in JSYL, subsidiary cancelled pursuant to Section III of Composite Scheme of Arrangement.	(1,479.00)	-
Investment in JIL, subsidiary cancelled pursuant to Section I of composite scheme of arrangement.	(5.00)	-
	17,087.35	47,436.87
Share Application Money Subsidiary Companies	4,516.93	4,516.93
Total non-current Other Investment	**21,636.78**	**51,986.30**
Total Non-current Investment	**24,043.38**	**68,557.78**
13. LONG -TERM LOANS AND ADVANCES		
a) Security Deposits		
- Unsecured, considered good	3,793.02	3,793.02
b) Loans and Advances to Related Parties		
- Unsecured, considered good		
IUP Jindal Metals & Alloys Limited	4,887.58	4,887.58
JITF Shipping and Logistics(Singapore) Pte. Ltd , transferred pursuant to Section III of Composite Scheme of Arrangement	5,311.38	-
	10,198.96	4,887.58
c) Other Loans and Advances *		
- Unsecured, considered good	13,108.67	13,108.67
Total Long -Term Loans and Advances	**27,100.65**	**21,789.27**
*** Other Loans and Advances includes :**		
Inter-corporate Loans	13,108.67	13,108.67
***includes earnest money, sales tax refundable etc.**		

JINDAL SAW LIMITED
Notes to Reference Balance Sheet as at April 1, 2015

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
14. OTHER NON CURRENT ASSETS		
Capital Advance		
- Unsecured, considered good **	3,849.42	8,682.40
Total Other Non Current Assets	**3,849.42**	**8,682.40**
** Net of capital advance given to subsidiary adjusted pursuant to Section III of Composite Scheme of Arrangement		
15.INVENTORIES		
a) Raw Materials		
Raw Materials	63,779.45	63,779.45
Raw Materials In Transit	47,473.82	47,473.82
	111,253.27	**111,253.27**
b) Work-in-progress		
Work-in-progress	28,285.32	28,285.32
c) Finished Goods		
Finished Goods	39,517.94	39,517.94
d) Stores and Spares		
Stores and Spares	27,026.77	27,026.77
Add: Pursuant to Section III of Composite Scheme of Arrangement	629.76	-
	27,656.53	27,026.77
Goods In Transit-Stores Material	3,492.04	3,492.04
	31,148.57	**30,518.81**
e) Loose Tools		
Loose Tools	742.90	742.90
f) Others		
Scrap	2,377.60	2,377.60
Total Inventories	**213,325.60**	**212,695.84**
16. CURRENT INVESTMENTS		
Investment In Quoted Mutual Funds	27,300.00	27,300.00
Total current Investment	**27,300.00**	**27,300.00**
17.TRADE RECEIVABLES		
Unsecured		
Exceeding Six Months		
Considered Good	40,112.44	40,112.44
Add: Pursuant to Section III of Composite Scheme of Arrangement	7,577.21	-
	47,689.65	40,112.44
Considered Doubtful	269.70	269.70
Less: Provision for doubtful debts	(269.70)	(269.70)
Others		
Considered Good	109,831.28	109,831.28
Total Trade Receivables	**157,520.93**	**149,943.72**
18.CASH AND BANK BALANCES		
a) Cash And Cash Equivalents		
Cash-on-hand	96.63	96.63
Add: Pursuant to Section III of Composite Scheme of Arrangement	0.22	-
	96.85	96.63
Balances with Banks		
On current accounts	16,120.73	16,120.73
Add: Pursuant to Section III of Composite Scheme of Arrangement	75.83	-
	16,196.56	16,120.73
b) Other Bank Balances		
On Unpaid Dividend Accounts	367.32	367.32
Fixed Deposits (with original maturity of three months or more)*#	1,652.57	1,652.57
Add: Pursuant to Section III of Composite Scheme of Arrangement	1,098.06	-
	3,117.95	2,019.89
Total Cash and Bank balances	**19,411.36**	**18,237.25**

*Includes Fixed Deposits maturing after 12 Months Rs. 2243.41 lacs (as at March 31, 2015 Rs. 1125.04 lacs)
#Includes Rs. 2402.67 lacs (As at March 31, 2015 Rs. 1229.18 lacs) pledged with banks/government departments etc.

JINDAL SAW LIMITED
Notes to Reference Balance Sheet as at April 1, 2015

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
19.SHORT -TERM LOANS and ADVANCES		
a) Loans and advances to related parties		
- Unsecured, considered good*	20,443.42	37,752.51
b) Loans and advances to Other parties (Inter corporate loan)		
- Unsecured, considered good	2,507.85	2,507.85
c) Loans and Advances recoverable in cash or kind		
- Unsecured, considered good**	66,366.28	64,358.23
d) Other loans and advances		
- Unsecured, considered good		
Advances to vendors	15,842.02	10,696.50
Loans to Employees	257.71	252.14
Balances with Central Excise/Port authorities	46.50	46.50
	16,146.23	**10,995.14**
Total Short -Term Loans and Advances	**105,463.79**	**115,613.73**
*** Comprise of:**		
S.V. Trading Limited	1,901.18	1,901.18
Ralael Holdings Limited	6,190.06	6,190.06
Jindal ITF Limited	29,116.55	29,116.55
Less: JITF Urban Infrastructure Services Limited, loan transferred pursuant to Scheme I	(2,277.05)	
Less: Loan taken by subsidiary adjusted pursuant to Section III of Composite Scheme of Arrangement	(14,631.45)	
	12,208.05	29,116.55
JITF Urban Infrastructure Services Limited, loan transferred pursuant to Scheme I	2,277.05	-
Less: Loan taken by subsidiary adjusted pursuant to Section III of Composite Scheme of Arrangement	(2,277.05)	-
	-	-
JITF Urban Infrastructure Services Limited	400.59	400.59
Less: Loan taken by Subsidiary Adjusted pursuant to Section III of Composite Scheme of Arrangement.	(400.59)	-
	-	400.59
Nalwa Investments Limited	96.96	96.96
Colorado Trading Co. Limited	47.17	47.17
Hexa Securities & Finance Co. Limited	-	-
	20,443.42	**37,752.51**
**Includes sales tax receivables, cenvat credit receivables etc.		
20.OTHER CURRENT ASSETS		
Interest Accrued on Fixed Deposits	427.35	427.35
Total Other Current Assets	**427.35**	**427.35**

Auditor's Report

The Board of Directors,
JITF INFRALOGISTICS LIMITED
A-1, UPSIDC Industrial Area,
Nandgaon Road, Kosi Kalan,
Uttar Pradesh – 281403

Limited Review Report–Reference Balance Sheet as at 1st April,2015.

We have reviewed the accompanying statement of unaudited reference Balance Sheet as at 1st April, 2015 of JITF INFRALOGISTICS LIMITED ("the Company"), being prepared for the purpose of Composite Scheme of Arrangement for demerger of Investment in Infrastructure business from Jindal Saw Limited into the company. Balance Sheet as at 31st March, 2015 depicts the State of Affairs of the Assets and Liabilities prior to demerger of the Infrastructure business into the company from Jindal Saw Limited and reference Balance Sheet as at 1st April, 2015 depicts the State of Affairs of Assets and Liabilities after demerger of the Infrastructure business from the Jindal Saw Limited into the company. This statement is the responsibility of the Company's Management and has been approved by the Board of Directors/committee of Board of Directors. Our responsibility is to issue a report on these financial statements based on our review.

The aforesaid reference Balance Sheet is made specifically for the purpose of Composite Scheme of Arrangement between Jindal Saw Limited and JITF Infralogistics Limited.Therefore, figures for the corresponding previous period ended 31st March, 2014 as required under Indian Accounting Standard for Interim Financial Reporting notified by Ministry of Corporate Affairs, has not been made and furnished.

We conducted our review in accordance with the Standard on Review Engagements (SRE) 2410, "Review of Interim financial information performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement(s). A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Based on our review conducted as stated above, nothing has come to our attention that causes us to believe that the accompanying statement of reference Balance Sheet as at 1st April, 2015 prepared in accordance with the Indian Accounting Standards issued under the Companies (Indian Accounting Standards) Rules, 2015 which continue to apply as per section 133 of the Companies Act, 2013 and other recognized accounting practices and policies, has not disclosed the information required to be disclosed, or that it contains any material misstatement.

For N.C. Aggarwal & Co.
Chartered Accountants
Firm Registration No. 003273N

Place : New Delhi
Dated : 8th February, 2016

(G.K. Aggarwal)
Partner
M.No.086622

JITF INFRALOGISTICS LIMITED

Unaudited IND AS Reference Balance Sheet as at 1st April 2015 Pursuant to Composite Scheme of Arrangement

(Amount in Rs.)

Particulars	Note No.	As at 1st April 2015	As at 31st March 2015
I. EQUITY AND LIABILITIES			
(1) Equity			
(a) Equity Share capital	1	51,407,412	500,000
(b) Other Equity			
(i) Equity component of other financial instruments			
(ii) Retained Earnings	2	(201,525)	(201,525)
(iii) Reserves			
1.1 Reserves representing unrealised gains/losses		-	-
1.2 Other Reserves		3,103,408,484	-
		3,154,614,371	**298,475**
Current liabilities			
(2) (a) Other current liabilities	3	107,767	107,767
(b) Short-term provisions		-	-
		107,767	**107,767**
TOTAL		**3,154,722,138**	**406,242**
II. ASSETS			
(1) Non-current assets			
(a) Financial Assets			
(i) Non-current investments	4	2,886,551,958	-
(ii) Long-term loans and advances	5	267,763,938	-
(b) Other non-current assets	6	49,794	49,794
		3,154,365,690	**49,794**
(2) Current assets			
(i) Cash and cash equivalents	7	356,448	356,448
(ii) Short-term loans and advances		-	-
		356,448	**356,448**
TOTAL		**3,154,722,138**	**406,242**

In terms of our report of even date annexed hereto

Note: Reference Balance Sheet prepared under Indian Accounting Standards (Ind AS) from the transition date 1st April 2014 for the year ended 31st March 2015 is solely for the use of Company for Filing with Hon'ble High Court of Allahabad (Uttar Pradesh) and other regulatory authority in connection with the proposed Composite Scheme of Arrangement.

For N.C. AGGARWAL & CO.
Chartered Accountants
Firm Registration No. 003273N

G.K.AGGARWAL
Partner
M.No.086622

Place : New Delhi
Dated: 8th February,2016

For and on behalf of the Board of Directors of
JITF Infralogistics Limited

Alok Kumar
Director
DIN - 00930344

Rakesh Gupta
Director
DIN - 07130110

JITF INFRALOGISTICS LIMITED

Statement of change in equity of reference Balance Sheet as at 1st April, 2015

(Amount in Rs.)

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
1 SHARE CAPITAL		
(a) **Authorised Share Capital**		
50,000 Equity shares of Rs. 10/- each	500,000	500,000
(b) Issued, Subscribed and Paid Up Capital		
50,000 Equity shares of Rs. 10/- each fully paid up	500,000	500,000
Equity Share Capital cancelled	(500,000)	-
	-	**500,000**
(c) Equity Share Capital Suspense		
24479954 equity shares of Face value of Rs 2/- each to be issued Pursuant to Section I of Composite Scheme of Arrangement.	48,959,908	-
Add: 1223752 Equity Shares to be issued to CCD holders of Jindal Saw Limited Pursuant to Scheme of Arrangement	2,447,504	-
	51,407,412	**-**
(d) **Reconciliation of the Number of Shares outstanding at the beginning and at the end of the reporting year**		
Shares outstanding at the beginning of the year	50,000	50,000
Shares issued during the year	-	-
Shares outstanding at the end of the year	**50,000**	**50,000**
(e) **Terms/Rights Attached to Equity Shares** The Company has only one class of equity shares having a par value of Rs.10/- per equity share. Each equity shareholder is entitled to one vote per share.		

2 **OTHER EQUITY** **(Amount in Rs.)**

Particular	Balance as at 31st March, 2015	Total Comprehensive Income for the year	Transfer Pursuant to Composite Scheme of Arrangement	Balance as at 1st April,2015
(i) Equity component of other financial instruments				
(ii) Retained Earnings	(201,525)	-	-	(201,525)
(iii) Reserves				
1.1 Reserves representing unrealised gains/losses				
Re-valuation Surplus				
Remeasurements of the net defined benefit Plans				
1.2 Other Reserves				
Securities Premium Account	-	-	3,103,408,484	3,103,408,484
General Reserve				
(iii) Total Reserves	**-**	**-**	**3,103,408,484**	**3,103,408,484**
Grand Total	**(201,525)**	**-**	**3,103,408,484**	**3,103,408,484**

Notes to Reference Balance sheet as at April 1, 2015

3 OTHER CURRENT LIABILITIES		
Statutory Dues	2,950	2,950
Other payable	104,817	104,817
Total Other Current Liabilities	**107,767**	**107,767**
4 NON-CURRENT INVESTMENTS	**-**	**-**
Add: Pursuant to Section I of Composite Scheme of Arrangement		
- In JITF Urban Infrastructure Services Limited	2,886,551,958	-
Total Non Current Investments	**2,886,551,958**	**-**
5 LONG TERM LOANS AND ADVANCES		
Related party:		
JITF Urban Infrastructure Services Limited	267,763,938	-
Total Long Term Loans and Advances	**267,763,938**	**-**
6 OTHER NON CURRENT ASSETS		
Miscellaneous Expenditure to the extent not written off	49,794	49,794
Total Other Non Current Assets	**49,794**	**49,794**
7 CASH AND CASH EQUIVALENTS		
Balances with Banks		
-In Current Accounts	351,882	351,882
Cash on Hand	4,566	4,566
Total Cash and Cash Equivalents	**356,448**	**356,448**

Auditor's Report

The Board of Directors,
JITF SHIPYARDS LIMITED
A-1, UPSIDC Industrial Area,
Nandgaon Road, Kosi Kalan,
Uttar Pradesh – 281403

Limited Review Report–Reference Balance Sheet as at 1st April, 2015.

We have reviewed the accompanying statement of unaudited reference Balance Sheet as at1st April, 2015 of JITF SHIPYARDS LIMITED("the Company"), being prepared for the purpose of Composite Scheme of Arrangement for Amalgamation ofthe company with JITF Waterways Limited. Balance Sheet as at 31st March, 2015 depicts the State of Affairs of the Assets and Liabilities prior to Amalgamation of the company with JITF Waterways Limitedand reference Balance Sheet as at 1st April, 2015 depicts the State of Affairs of Assets and Liabilities after Amalgamation of the company with JITF Waterways Limited. This statement is the responsibility of the Company's Management and has been approved by the Board of Directors/committee of Board of Directors. Our responsibility is to issue a report on these financial statements based on our review.

The aforesaid reference Balance Sheet is made specifically for the purpose of Composite Scheme of Arrangement between JITF Shipyards Limited and JITF Waterways Limited. Therefore, figures for the corresponding previous period ended 31st March, 2014 as required under Indian Accounting Standard for Interim Financial Reporting notified by Ministry of Corporate Affairs, has not been made and furnished.

We conducted our review in accordance with the Standard on Review Engagements (SRE) 2410, "Review of Interim financial information performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement(s). A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Based on our review conducted as stated above, nothing has come to our attention that causes us to believe that the accompanying statement of reference Balance Sheet as at 1st April, 2015 prepared in accordance with the Indian Accounting Standards issued under the Companies (Indian Accounting Standards) Rules, 2015 which continue to apply as per section 133 of the Companies Act, 2013 and other recognized accounting practices and policies, has not disclosed the information required to be disclosed, or that it contains any material misstatement.

For N.C. Aggarwal & Co.
Chartered Accountants
Firm Registration No. 003273N

Place:New Delhi
Dated:8th February,2016

(G.K. Aggarwal)
Partner
M.No.086622

JITF SHIPYARDS LIMITED

Unaudited IND AS Reference Balance Sheet as at 1st April, 2015 Pursuant to Composite Scheme of Arrangement

(Amount in Rs.)

	Particulars	Note No.	As at 1st April 2015	As at 31st March 2015
I.	**EQUITY AND LIABILITIES**			
	(1) Equity			
	(a) Equity Share capital	1	-	757,686,530
	(b) Other Equity			
	(i) Equity component of other financial instruments			2,383,233,620
	(ii) Retained Earnings	2	-	46,653,957
	(iii) Reserves			
	1.1 Reserves representing unrealised gains/losses		-	(593,096)
	1.2 Other Reserves		-	1,831,938,890
			-	**5,018,919,901**
	(2) Share application money pending allotment			
	(3) Non-current liabilities			
	(a) (i) Financial Liabilities			
	(ii) Other financial liabilities	3	-	651,883,018
	(b) Long-term provisions	4	-	751,720
			-	**652,634,738**
	(4) Current liabilities			
	(a) Financial Liabilities			
	(i) Short Term Borrowings	5	-	1,342,353,718
	(ii) Trade and other payables	6	-	4,500
	(iii) Other financial liabilities			
	(b) Other current liabilities	7	-	8,117,682
	(c) Short-term provisions	8	-	28,885
			-	**1,350,504,785**
	(5) Liabilities associated with group(s) of assets held for disposal			
	TOTAL		**-**	**7,022,059,424**
II.	**ASSETS**			
	(1) Non-current assets			
	(a) Property, Plant and Equipment	9	-	744,122,957
	(b) Capital work-in-progress		-	164,578
	(c) Financial Assets			
	(i) Non-current investments	10	-	6,242,635,150
	(ii) Long-term loans and advances	11	-	514,932
	(d) Other non-current assets	12	-	3,506,508
			-	**6,990,944,125**
	(2) Current assets			
	(a) Inventories	13	-	1,025,200
	(b) Financial Assets			
	(i) Current investments			
	(ii) Trade and other receivables	14	-	8,495,647
	(iii) Cash and cash equivalents	15	-	12,346,386
	(iv) Short-term loans and advances	16	-	8,096,383
	(c) Assets for Current Tax (Net)	17	-	473,500
	(d) Other current assets	18	-	678,183
			-	**31,115,299**
	(3) **Non-current assets classified as held for sale.**			
	TOTAL		**-**	**7,022,059,424**

In terms of our report of even date annexed hereto

Note:Reference Balance Sheet prepared under Indian Accounting Standards (Ind AS) from the transition date 1st April 2014 for the year ended 31st March 2015 is solely for the use of the Company for Filing with Hon'ble High Court of Allahabad (Uttar Pradesh) and other regulatory authority in connection with the proposed Composite Scheme of Arrangement.

For N.C. AGGARWAL & CO.
Chartered Accountants
Firm Registration No. 003273N

G.K.AGGARWAL
Partner
M.No.086622

Place : New Delhi
Dated : 8th February,2016

For and on behalf of the Board of Directors
JITF Shipyards Limited

Sunil Kumar Jain	Alok Kumar	Nitish Kumar
Director	Director	Company Secretary
DIN - 01308863	DIN - 00930344	M. No. A33380

JITF SHIPYARDS LIMITED

Statement of change in Equity of reference balance sheet as at April 1, 2015

(Amount in Rs.)

1	**SHARE CAPITAL**		
	(a) AUTHORISED SHARE CAPITAL		
	6,000,000 Equity Shares of Rs. 10/- each	60,000,000	60,000,000
	(b) ISSUED, SUBSCRIBED AND PAID UP CAPITAL		
	7,57,68,647 (PY 5,630,000) Equity Shares of Rs.10/- each fully paid up	56,300,000	56,300,000
	Less: Transferred pursuant to proposed scheme of merger	(56,300,000)	-
	Net	**-**	**56,300,000**
	(c) EQUITY SHARE CAPITAL SUSPENSE		
	70138653 equity shares to be issued Pursuant to Composite Scheme of Arrangement as approved by Hon,ble High Court of Allahabad Judicature at Allahabad	701,386,530	701,386,530
	Less: Transferred pursuant to proposed scheme of merger	(701,386,530)	-
	Net	**-**	**701,386,530**
	(d) RECONCILIATION OF THE NUMBER OF SHARES OUTSTANDING AT THE BEGINNING AND AT THE END OF THE YEAR		
	Shares outstanding at the beginning of the year	5,630,000	5,630,000
	Add: Shares issued during the year	70,138,653	70,138,653
	Shares outstanding at the end of the year	**75,768,653**	**75,768,653**
	(E) TERMS/RIGHTS ATTACHED TO EQUITY SHARES		
	The Company has only one class of equity shares having a par value of Rs.10/- per equity share. Each equity shareholder is entitled to one vote per share.		

2	**OTHER EQUITY** **Particular**	**Balance as at 31st March, 2015**	**Total Comprehensive Income for the year**	**Transfer Pursuant to Composite Scheme of Arrangement**	**Balance as at 1st April,2015**
(i)	Equity component of other financial instruments	2,000,000,000		(2,000,000,000)	-
	Premium on Redemption of debentures	383,233,620		(383,233,620)	-
(ii)	Retained Earnings	46,653,957		(46,653,957)	-
(iii)	Reserves				
	1.1 Reserves representing unrealised gains/losses				
	Re-valuation Surplus				
	Remeasurements of the net defined benefit Plans	(593,096)		593,096	-
	1.2 Other Reserves				
	Capital Reserve				
	Capital Redemption Reserve				
	Securities Premium Account	1,831,938,890		(1,831,938,890)	-
	Debenture Redemption Reserve				
	General Reserve				
(iii)	**Total Reserves**	**1,831,345,794**	**-**	**(1,831,345,794)**	**-**

DESCRIPTION	**As at 1st April 2015**	**As at 31st March 2015**
3 OTHER LONG TERM LIABILITIES		
Advance for Land Purchase		
From Related Party		
-Jindal Saw Limited	521,883,018	521,883,018
From Others	130,000,000	130,000,000
Total Advance for Land Purchase	**651,883,018**	**651,883,018**
Total Other Long Term Liabilities	**651,883,018**	**651,883,018**
Less: Transfer pursuant to scheme of merger	651,883,018	-
Net	**-**	**651,883,018**
4 LONG TERM PROVISIONS		
For Employee Benefits		
Gratuity	361,040	361,040
Leave Encashment	390,680	390,680
Total Long Term Provisions	**751,720**	**751,720**
Less: Transfer pursuant to scheme of merger	**751,720**	**-**
Net	**-**	**751,720**
5 SHORT TERM BORROWINGS		
UNSECURED		
Loans and advances from related parties		
- Jindal ITF Limited	1,342,353,718	1,342,353,718
Total Short Term Borrowings	**1,342,353,718**	**1,342,353,718**
*Working capital loan was secured by hypothecation of company's entire current assets including inventories, receivables other current assets and operating cash flow, both present and future and carried interest @ 13.50% p.a.		
Less: Transfer pursuant to scheme of merger	**1,342,353,718**	**-**
Net	**-**	**1,342,353,718**

JITF SHIPYARDS LIMITED

Notes to Reference Balance Sheet as at April 1, 2015 **(Amount in Rs.)**

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
6 TRADE PAYABLES*		
Dues to other than Micro and Small enterprises*	4,500	4,500
Total Trade Payables	**4,500**	**4,500**
*There are no Micro and Small Enterprises, to whom the Company owes dues as at 31st March 2015. This Information as Required to be disclosed under the Micro, Small and Medium Enterprises Development Act 2006 has been Determined to the extent such Parties have been Identified on the basis of information available with the Company.		
Less: Transfer pursuant to scheme of merger	4,500	-
Net	**-**	**4,500**
7 OTHER CURRENT LIABILITIES		
a) Current maturities of Long term debt.	-	-
b) Interest accrued and due	-	-
c) Other payable		
Statutory Dues	2,511,693	2,511,693
Capital Creditors	3,188,860	3,188,860
Due to Employees	30,212	30,212
Due to others	2,386,917	2,386,917
Total Other Current Liabilities(a+b+c)	**8,117,682**	**8,117,682**
Less: Transfer pursuant to scheme of merger	8,117,682	-
Net	**-**	**8,117,682**
8 SHORT TERM PROVISIONS		
(a) For Employee Benefits		
Gratuity	10,199	10,199
Leave Encashment	18,686	18,686
Total Short Term Provisions (a+b)	**28,885**	**28,885**
Less: Transfer pursuant to scheme of merger	**28,885**	**-**
Net	**-**	**28,885**
9 PROPERTY PLANT AND EQUIPMENT AND CWIP		
Property Plant and Equipment	744,122,957	744,122,957
Capital Work in Progress	164,578	164,578
Total	**744,287,535**	**744,287,535**
Less: Transfer pursuant to scheme of merger	744,287,535	-
Net	**-**	**744,287,535**
10 NON CURRENT INVESTMENTS		
Equity Shares Fully Paid Up of Subsidiary Company-Unquoted		
Investment in Jindal Intellicom Ltd	108,754,470	108,754,470
Investment in JITF Coal Logistics Ltd	500,000	500,000
Investment in JITF Waterways Ltd.	6,133,380,680	6,133,380,680
Total	**6,242,635,150**	**6,242,635,150**
Less: Transfer pursuant to scheme of merger	(6,242,635,150)	-
Net	**-**	**6,242,635,150**
11 LONG-TERM LOANS AND ADVANCES		
Security Deposits		
Unsecured, considered good	514,932	514,932
Sub Total-Security Deposits	**514,932**	**514,932**
Total Long Term Loans and Advances	514,932	514,932
Less: Transfer pursuant to scheme of merger	514,932	-
Net	**-**	**514,932**
12 OTHER NON CURRENT ASSETS		
Capital Advances		
Unsecured, considered good		
To Related party-Jindal ITF Ltd.	-	-
To others	3,506,508	3,506,508
Sub Total- Capital Advances	3,506,508	3,506,508
Less: Transfer pursuant to scheme of merger	3,506,508	-
Net	**-**	**3,506,508**

JITF SHIPYARDS LIMITED

Notes to Reference Balance Sheet as at April 1, 2015 **(Amount in Rs.)**

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
13 INVENTORIES		
Scrap	1,000,000	1,000,000
Stores & consumables	25,200	25,200
Total Inventories	**1,025,200**	**1,025,200**
Less: Transfer pursuant to scheme of merger	1,025,200	-
Net	**-**	**1,025,200**
14 TRADE RECEIVABLES		
Unsecured,considered good		
Outstanding less than six months		
From Related Party-Jindal ITF Limited	8,495,647	8,495,647
Total Trade Receivables	**8,495,647**	**8,495,647**
Less: Transfer pursuant to scheme of merger	**8,495,647**	**-**
Net	**-**	**8,495,647**
15 CASH AND BANK BALANCES		
A Cash and Cash Equivalents		
Balances with Banks		
Current Accounts	2,335,338	2,335,338
Cash on Hand	11,048	11,048
B Other Bank Balances		
Fixed Deposit with original maturity of more than twelve months*	10,000,000	10,000,000
Total Cash and Bank Balances (A+B)	**12,346,387**	**12,346,387**
**Out of this Pledged with bank Rs.10,000,000/- (Previous year Rs. Nil) as margin for bank guarantee*		
Less: Transfer pursuant to scheme of merger	**12,346,387**	**-**
Net	**-**	**12,346,387**
16 SHORT-TERM LOANS AND ADVANCES		
Unsecured, Considered good		
Advance Recoverable in Cash or in kind*	7,591,622	7,591,622
Advance to related Party		
-Jindal ITF Limited	-	-
Other	504,761	504,761
Total Short Term Loans and Advances	**8,096,383**	**8,096,383**
*includes service tax cenvat,vat input etc.		
Less: Transfer pursuant to scheme of merger	**8,096,383**	**-**
Net	**-**	**8,096,383**
17 ASSETS FOR CURRENT TAX (NET)		
TDS Receivable	473,500	473,500
Total Assets for Current Tax	**473,500**	**473,500**
Less: Transfer pursuant to scheme of merger	**(473,500)**	-
Net	**-**	**473,500**
18 OTHER CURRENT ASSETS		
Interest accrued on Investment / Fixed Deposit	678,183	678,183
Total Other Current Assets	678,183	678,183
Less: Transfer pursuant to scheme of merger	**678,183**	**-**
Net	**-**	**678,183**

Auditor's Report

The Board of Directors,
JITF WATERWAYS LIMITED
A-1, UPSIDC Industrial Area,
Nandgaon Road, Kosi Kalan,
Uttar Pradesh – 281403

Limited Review Report–Reference Balance Sheet as at 31st March, 2015 and 1st April, 2015.

We have reviewed the accompanying statement of unaudited reference Balance Sheet as at 1st April, 2015 of **JITF WATERWAYS LIMITED** ("the Company"), being prepared for the purpose of Composite Scheme of Arrangement for Amalgamation of JITF SHIPYARDS LIMITED into the company as per Section II of the Scheme and Demerger of Ocean Waterways Business from the company into the Jindal Saw Limited as per Section III of the Scheme. Balance Sheet as at 31st March, 2015 depicts the State of Affairs of the Assets and Liabilities prior to effect of Section II and Section III of the Schemeand reference Balance Sheet as at 1st April, 2015 depicts the State of Affairs of Assets and Liabilities after Amalgamation JITF Shipyards Limited into the company and Demerger of Ocean Waterways Segment into the Jindal Saw Limited. This statement is the responsibility of the Company's Management and has been approved by the Board of Directors/committee of Board of Directors. Our responsibility is to issue a report on these financial statements based on our review.

The aforesaid reference Balance Sheet is made specifically for the purpose of Composite Scheme of Arrangement between JITF Shipyards Limited and JITF Waterways Limited as per Section II and Jindal Saw Limited and JITF Waterways Limited as Per Section III of the Scheme.Therefore, figures for the corresponding previous period ended 31st March,2014 as required under Indian Accounting Standard for Interim Financial Reportingnotified by Ministry of Corporate Affairs, has not been made and furnished.

We conducted our review in accordance with the Standard on Review Engagements (SRE) 2410, "Review of Interim financial information performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement(s). A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Based on our review conducted as stated above, nothing has come to our attention that causes us to believe that the accompanying statement of reference Balance Sheet as at 1st April, 2015 prepared in accordance with the Indian Accounting Standards issued under the Companies (Indian Accounting Standards) Rules, 2015 which continue to apply as per section 133 of the Companies Act, 2013 and other recognized accounting practices and policies, has not disclosed the information required to be disclosed, or that it contains any material misstatement.

For N.C. Aggarwal & Co.
Chartered Accountants
Firm Registration No. 003273N

Place : New Delhi
Dated : 8th February, 2016

(G.K. Aggarwal)
Partner
M.No.086622

JITF WATERWAYS LIMITED

Unaudited Reference IND AS Balance Sheet as at 1st April, 2015 Pursuant to Composite Scheme of Arrangement

(Amount in Rs.)

Particulars	Note No.	As at 1st April 2015	As at 31st March 2015
I. EQUITY AND LIABILITIES			
(1) Equity			
(a) Equity Share capital	1	20,000,000	2,044,793,560
(b) Other Equity			
(i) Equity component of other financial instruments			
(ii) Retained Earnings	2	-	(3,729,645,142)
(iii) Reserves			
1.1 Reserves representing unrealised gains/losses		(405,100)	(405,100)
1.2 Other Reserves		705,980,216	4,088,587,120
		725,575,116	**2,403,330,438**
(2) Share application money pending allotment			
(3) Non-current liabilities			
(a) Financial Liabilities			
(i) Long-term borrowings	3	161,979,759	2,194,735,060
(ii) Other financial liabilities	4	-	-
(b) Long-term provisions	5	751,720	742,627
		162,731,479	**2,195,477,687**
(4) Current liabilities			
(a) Financial Liabilities			
(i) Short Term Borrowings	6	47,866,037	149,457,514
(ii) Trade and other payables	7	426,289	327,494,475
(b) Other current liabilities	8	11,743,125	474,106,313
(c) Short-term provisions	9	28,885	64,687
(d) Liabilities for Current Tax (Net)		**60,064,336**	**951,122,989**
TOTAL		**948,370,931**	**5,549,931,114**
II. ASSETS			
(1) Non-current assets			
(a) Property, Plant and Equipment	10	784,029,365	1,794,416,760
(b) Capital work-in-progress		164,578	-
(c) Financial Assets			
(i) Non-current investments	11	109,254,470	67
(ii) Long-term loans and advances	12	4,021,441	537,868,302
(iii) Other Non Current Assets	13	-	19,385,502
(d) Deferred tax assets (net)	14	17,567,302	1,489,761,712
		915,037,156	**3,841,432,343**
(2) Current assets			
(a) Inventories	15	1,213,679	63,164,150
(b) Financial Assets			
(i) Current investments			
(i) Trade and other receivables	16	9,079,287	758,304,314
(ii) Cash and cash equivalents	17	12,346,387	117,410,674
(iii) Short-term loans and advances	18	10,016,239	760,585,054
(c) Other current assets	19	678,183	9,034,579
		33,333,775	**1,708,498,771**
TOTAL		**948,370,931**	**5,549,931,114**

In terms of our report of even date annexed hereto

Note:Reference Balance Sheet prepared under Indian Accounting Standards (Ind AS) from the transition date 1st April 2014 for the year ended 31st March 2015 is solely for the use of the Company for Filing with Hon'ble High Court of Allahabad (Uttar Pradesh) and other regulatory authority in connection with the proposed Composite Scheme of Arrangement.

For N.C. AGGARWAL & CO.
Chartered Accountants
Firm Registration No. 003273N

G.K.AGGARWAL
Partner
M.No.086622

Place : New Delhi
Dated : 8th February, 2016

For and on behalf of the Board Of Directors of
JITF Waterways Limited

Preetika Singh Johar
Director
DIN No. 06959515

Alok Kumar
Director
DIN No.00930344

Megha Gupta
Company Secretary
M. No. A25008

JITF WATERWAYS LIMITED
Statement of change in equity of reference Balance Sheet as at April 1, 2015

(Amount in Rs.)

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
1 SHARE CAPITAL		
(a) Authorised Share Capital		
21,00,00,000 Equity Shares of 10/- each	2,100,000,000	2,100,000,000
(b) Issued, Subscribed and Fully Paid-Up		
20,44,79,356 (Previous year 20,44,79,356) Equity Shares of 10/- each fully paid-up	2,044,793,560	2,044,793,560
Less: Reduction Pursuant to Section III of the Composite Scheme of Arrangement	(2,024,793,560)	-
Net	**20,000,000**	**2,044,793,560**
(c) Reconciliation of the Number of Shares outstanding at the beginning and at the end of the year		
Shares outstanding at the beginning of the year		122,413,333
Shares issued during the year		82,066,023
Shares outstanding at the end of the year		**204,479,356**
(d) Share of the company held by :-		
Its Holding Company-Jindal Saw Limited		
No. of Shares Held		204,479,356
(e) Shares in the Company held by each Shareholder Holding More than 5% shares are as under:		
Name of the Equity Shareholder		
Jindal Saw Limited*		
No. of Shares Held		204,479,356
% of Holding		100%
* Including 700 Shares (Previous year 700 shares)held by Person/Companies as nominee of JITF Shipyards Limited		
(f) Aggregate number of bonus shares issued, shares issued or consideration other than cash and bought back shares during the period of five years immediately preceding the reporting date:		Nil
(g) **Terms/Rights attached to Equity Shares**		
The Company has only one class of equity shares having a par value of Rs.10/- per equity share. Each equity shareholder is entitled to one vote per share.		

2 OTHER EQUITY

(Amount in Rs.)

Particulars	Balance as at 31st March, 2015	Total Comprehensive Income for the year	Transfer/ Adjustments in Pursuant to Section II Composite Scheme of Arrangement	Cancelled/ Reduction in Pursuant to Scheme	Issue during the year	Transfer Out/ Adjustments Pursuant to Section III of Composite Scheme of Arrangement	Balance as at 1st April, 2015
(i) Equity component of other financial instruments			2,000,000,000			(2,000,000,000)	-
Premium on CCD			383,233,620			(383,233,620)	-
(ii) Retained Earnings	(3,729,645,142)	-	46,060,861			3,683,584,281	-
(iii) Reserves							
1.1 ***Reserves representing unrealised gains/losses***							
Re-valuation Surplus							
Remeasurements of the net defined benefit Plans	(405,100)	-	-	-	-	-	(405,100)
1.2 ***Other Reserves***						*	
Capital Reserve Account			-		-	161,148,354	161,148,354
Securities Premium Account	4,088,587,120	-	-	(3,543,755,258)	-	-	544,831,862
(iii)Total Reserves	**4,088,182,020**	**-**	**-**	**(3,543,755,258)**	**-**	**161,148,354**	**705,575,116**
Grand Total	**358,536,878**	**-**	**2,046,060,861**	**(3,543,755,258)**	**-**	**1,844,732,635**	**705,575,116**

Reduction in Securities Premium

Note: 9.25% CCD's are compulsorily convertible within five years from March, 2011 with call option by the promoter of the Company -Jindal Saw Limited to buy back CCD's at premium of 1% of the paid up value of the CCD's, so as to give an IRR of 14% per annum (inclusive of 9.25% coupon rate). It also carry put option by the financial institution to require the promoter to buy back CCD's in three installments upto 30:30:40 each year after 3rd, 4th and 5th year respectively from the date of allotment i.e. 13th April, 2011. IFCI has exercised put option on Jindal Saw Ltd to buy 12% CCD, 12 No. of Face value of Rs. 10 crores each aggregating to Rs. 120 crores upto 31st March, 2015.

JITF WATERWAYS LIMITED
Notes to Reference Balance sheet as at April 1, 2015

(Amount in Rs.)

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
3 LONG-TERM BORROWINGS		
SECURED LONG TERM BORROWINGS		
Term Loan From Banks*	2,194,735,060	2,194,735,060
Loan from others	130,000,000	-
Total Long Term Borrowings	**2,324,735,060**	**2,194,735,060**
Less: Transferred pursuant to Section III of Composite Scheme of Arrangement	(2,162,755,301)	-
Net	**161,979,759**	**2,194,735,060**

*Term Loan from ICICI Bank of Rs.244.51 crores carries interest@13.50% p.a-14.50% p.a.Loan is repayable as follows: F.Y 2015-16 Rs.25.04 crores F.Y 2016-17 Rs.25.10 crores each year,F.Y 2017-18 Rs.46.56 crores,F.Y2018-19 Rs.50.05 crores F.Y.2019-2020 Rs.61.12 crore and F.Y.2020-2021 Rs.36.64 crore.

Term Loans are secured against mortgage of Vessels by first charge in favour of Banks. Term Loans are also guaranteed by way of pledge of 30% equity of the company and also supported by letter of undertaking/corporate guarantee of ultimate holding company. Loan is also secured by Corporate Guarantee of Jindal ITF Limited. Term loan of Rs 123 crores is also secured by second pari passu charge over the receivables accruing to the Borrower.

4 OTHER LONG TERM LIABILITIES		
Advance for Land Purchase		
From Related Party		
-Jindal Saw Limited	502,683,018	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(502,683,018)	-
	-	-
5 LONG-TERM PROVISIONS		
Provision for Leave Encashment	742,627	742,627
Total Long term Provisions	**742,627**	**742,627**
Add: Increased pursuant to the scheme of merger:		-
Provision for Gratuity	361,040	
Provision for Leave Encashment	390,680	
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(742,627)	-
Net	**751,720**	**742,627**
6 SHORT-TERM BORROWINGS		
(a) Loan repayable on Demand		
Secured		
Working Capital borrowings From banks*	93,754,290	93,754,290
Secured Short term borrowings	**93,754,290**	**93,754,290**

*Working Capital Facility is secured by way of hypothecation and/or pledge of current assets namely finished good, raw material , work in progress , consumable stores and spares, book debts, bill receivable and by way of second charge in respect of other moveable and immoveable properties of the Company. Working Capital Facility is repayable on demand.

(b) Loans and advances from related parties		
Unsecured		
- Jindal ITF Ltd.	**55,703,224**	**55,703,224**
	55,703,224	**55,703,224**
Total Short TermBorrowings	**149,457,514**	**149,457,514**
Add:Loan to Jindal ITF pursuant to Section II of the Composite Scheme of Arrangement	1,361,553,718	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(1,463,145,195)	
Net Payable to Jindal ITF Limited	**47,866,037**	**149,457,514**

JITF WATERWAYS LIMITED
Notes to Reference Balance sheet as at April 1, 2015

(Amount in Rs.)

	DESCRIPTION	As at 1st April 2015	As at 31st March 2015
7	**TRADE PAYABLES**		
	Dues to other than Micro and Small enterprises	327,494,475	327,494,475
	Total Trade Payables	**327,494,475**	**327,494,475**
	Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	4,500	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(327,072,686)	-
	Net	**426,289**	**327,494,475**
	*There are no Micro and Small Enterprises, to whom the Company owes dues as at 31st March,2015. This Information as Required to be disclosed under the Micro, Small and Medium Enterprises Development Act 2006 has been Determined to the extent such Parties have been Identified on the basis of information available with the Company.		
8	**OTHER CURRENT LIABILITIES**		
	Current maturity of Long Term Debt	250,400,000	250,400,000
	Payable to related party		
	Jindal ITF Limited	1,669,916	1,669,916
	Dues to Employees	1,794,654	1,794,654
	Other payable		
	Statutory Dues	14,714,912	14,714,912
	Other liabilities	205,526,831	205,526,831
	Total Other Current Liabilities	**474,106,313**	**474,106,313**
	Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	8,117,682	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement*	(470,480,870)	-
	Net	**11,743,125**	**474,106,313**
	*Comprising of:		
	Current maturity of Long Term Debt	250,400,000	
	Payable to related party		
	Jindal ITF Limited	1,669,916	
	Dues to Employees	1,794,654	
	Other payable		
	Statutory Dues	14,714,912	
	Other liabilities	201,901,388	
		470,480,870	**-**
9	**SHORT TERM PROVISIONS**		
	For Employee Benefits		
	Leave Encashment	64,687	64,687
	Total Short Term Provisions	**64,687**	**64,687**
	Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	28,885	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(64,687)	-
	Net	**28,885**	**64,687**
10	**FIXED ASSETS**		
	Tangible Fixed Assets	1,794,416,760	1,794,416,760
	Intangible Fixed Assets	-	-
		1,794,416,760	1,794,416,760
	Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	744,122,958	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(1,754,510,353)	-
	Net	**784,029,365**	**1,794,416,760**
11	**NON-CURRENT INVESTMENTS**	67	67
	Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	6,242,635,150	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(6,133,380,680)	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(67)	
	Net	**109,254,470**	**67**

JITF WATERWAYS LIMITED
Notes to Reference Balance sheet as at April 1, 2015

(Amount in Rs.)

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
12 LONG TERM LOANS AND ADVANCES		
Security Deposit	6,730,143	6,730,143
Loan and advance to related party		
JITF Shipping and Logistics(Singapore) Pte. Ltd	531,138,159	531,138,159
Total Long Term Loans and advances	**537,868,302**	**537,868,302**
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	4,021,441	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement*	(537,868,302)	-
Net	**4,021,441**	**537,868,302**
*Comprising of:		
Security Deposit	6,730,143	
Loan and advance to related party		
JITF Shipping and Logistics(Singapore) Pte. Ltd	531,138,159	
	537,868,302	**-**
13 OTHER NON CURRENT ASSETS		
Capital advance	19,385,502	19,385,502
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(19,385,502)	-
Net	**-**	**19,385,502**
14 DEFERRED TAX ASSET (NET)	**1,489,761,712**	**1,489,761,712**
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(1,472,194,410)	-
Net	**17,567,302**	**1,489,761,712**
15 INVENTORIES		
Stores and Spares	23,664,385	23,664,385
Fuel and Lubricants	39,499,764	39,499,764
	63,164,149	**63,164,150**
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	1,025,200	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(62,975,670)	-
Total Inventories	**1,213,679**	**63,164,150**
16 TRADE RECEIVABLES		
Outstanding More than Six Months		
Unsecured, Considered good	675,454,639	675,454,636
Outstanding Less than Six Months		
Unsecured, Considered good	82,849,678	82,849,678
Total Trade Receivables	**758,304,317**	**758,304,314**
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	8,495,645	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(757,720,675)	-
Net	**9,079,287**	**758,304,314**
17 CASH & BANK BALANCES		
(a) Cash And Cash Equivalents		
Cash-in-hand	21,882	21,882
Balances with Banks		
In current accounts	7,582,924	7,582,924
Fixed deposit with original maturity less than three months		-
(b) Other Bank Balances		
Fixed Deposits with original maturity more than three months but less than twelve months	109,805,868	109,805,868
Fixed Deposits with original maturity more than twelve months*		-
Total Cash and Bank balances(a+b)	**117,410,674**	**117,410,674**
Pledged with bank as margin for bank guarantee		
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement*	12,346,387	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement**	(117,410,674)	-
Net	**12,346,387**	**117,410,674**

(Amount in Rs.)

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
***Comprising of**		
Cash-in-hand	2,335,338	
In current accounts	11,048	
Fixed Deposits with original maturity more than three months but less than twelve months	10,000,000	
	12,346,386	**-**
**Comprising of		
Cash-in-hand	21,882	
In current accounts	7,582,924	
Fixed Deposits with original maturity more than three months but less than twelve months	109,805,868	
	117,410,674	**-**
18 SHORT-TERM LOANS AND ADVANCES		
(a) Advance Recoverable in cash or in kind*		
Unsecured, considered good	185,040,434	185,040,434
	185,040,434	**185,040,434**
(b) Other Loans and Advances		
Unsecured, considered good		
Advance taxation (net of provision)	60,435,278	60,435,278
Advances to vendors	514,551,972	514,551,972
Loans to Employees	557,370	557,370
Sub Total-Other Loan and Advances	**575,544,620**	**575,544,620**
Total -Short Term Loans and Advances	**760,585,054**	**760,585,054**
**includes insurance claim receivable, service tax receivable and advances,etc.*		
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	8,569,882	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement**	(759,138,697)	-
Net	**10,016,239**	**760,585,054**
****Comprising of**		
Advance Recoverable in cash or in kind	185,040,434	
Advance taxation (net of provision)	60,435,278	
Advances to vendors	513,105,615	
Loans to Employees	557,370	
	759,138,697	**-**
19 OTHER CURRENT ASSETS		
Interest Accrued on Fixed Deposits	9,034,579	9,034,579
Total Other Current Assets	**9,034,579**	**9,034,579**
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	678,183	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(9,034,579)	-
Net	**678,183**	**9,034,579**

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD
ORIGINAL COMPANY JURISDICTION
COMPANY APPLICATION NO. 4 OF 2016
[Under Sections 391-394 of the Companies Act, 1956]

DISTRICT : MATHURA

IN THE MATTER OF
COMPOSITE SCHEME OF ARRANGEMENT AMONG JINDAL SAW LIMITED AND JITF INFRALOGISTICS LIMITED AND JITF SHIPYARDS LIMITED AND JITF WATERWAYS LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS.

AND

IN THE MATTER OF

JINDAL SAW LIMITED, a company duly incorporated and existing under the Companies Act, 1956, having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403.

...Applicant / Demerged Company 1 / Resulting Company 2

FORM OF PROXY

CIN: **L27104UP1984PLC023979**

Name of the company: **Jindal Saw Limited**

Registered office: **A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403**

Name of the member(s):
Registered address:
E-mail Id:
Folio No./ Client Id:
DP ID:

I/We, the undersigned, being the holder of _____ equity shares of Jindal Saw Limited (the "**Company**"), do hereby appoint:

1. Name:.....
   Address: .....
   Email Id: .....
   Signature:....., or failing him

2. Name:.....
   Address: .....
   Email Id: .....
   Signature:..... , or failing him

3. Name:.....
   Address: .....
   Email Id: .....
   Signature:.....

as my/our proxy, to attend for me/us and on my/ our behalf at the meeting of the Equity Shareholders of the Company, to be held at the Registered Office of the Company at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403 on Saturday, the 9th day of April, 2016 at 10.30 am, for the purpose of considering, and if thought fit, approving with or without modification(s), the Composite Scheme of Arrangement among Jindal Saw Limited and JITF Infralogistics Limited and JITF Shipyards Limited and JITF Waterways Limited and their respective Shareholders and Creditors ("the Scheme") and at such meeting and any adjournment thereof, to vote (on a poll), for me / us and in my / our name _____(here **"If for" insert "For", "If against" insert "Against" and in the latter case strikeout the words below after the "Scheme"**) the said Scheme as my/ our proxy may approve.

Dated this_____ day of _____ 2016.

_____
Signature:

Notes:
(1) Please affix revenue stamp of not less than Re.1 before putting signature.
(2) The proxy must be deposited at the Registered Office of the Company at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403 at least 48 hours before the commencement of the meeting.
(3) Strike out which is not necessary.
(4) All alterations made in the Form of Proxy should be initialed.
(5) Bodies Corporate would be required to deposit a certified copy of the resolution under Section 113 of the Companies Act, 2013 of its Board of Directors or other governing body authorizing the individuals named therein, to attend and vote at the meeting on its behalf. These documents must be deposited at the Registered Office of the Company at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403, at least 48 hours before the commencement of the meeting.
(6) In case of multiple proxies, proxy later in time shall be accepted.

Jindal Saw Limited

[CIN NO. L27104UP1984PLC023979]

Registered Office: A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403

ATTENDANCE SLIP

I/We, _____ hereby record my/our presence at the court convened meeting of the Equity Shareholder of Jindal Saw Limited having its Registered Office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403, convened pursuant to Order dated 17th February 2016 of the Hon'ble High Court of Judicature at Allahabad on Saturday, the 9th day of April, 2016 at 10.30 am.

Name(s) in Full **Father / Husband's Name** **Address as registered with the Company**

1.

2.

3.

DP ID		Client ID	
Regd. Folio No.*		No. of Shares	

Please tick the appropriate box

☐ MEMBER ☐ PROXY

_____

Member's Signature

_____

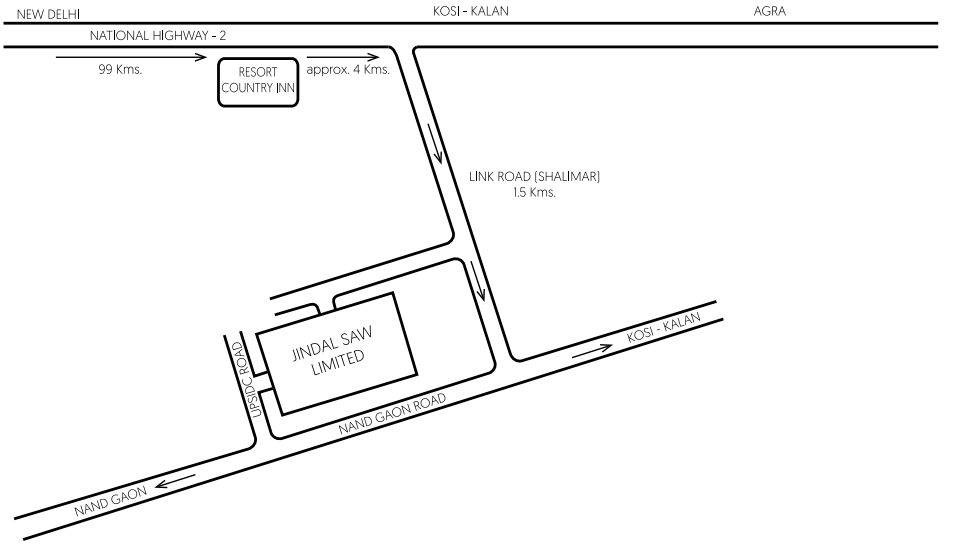
Proxy's Signature

* Applicable for Investor holding in Physical Form.

Notes:

Equity Shareholders attending the Meeting in Person or by Proxy are requested to complete and brig the Attendance slip with them and hand it over at the entrance of the Meeting Hall.

Route map to the venue of the meeting



JINDAL SAW LIMITED

CIN: L27104UP1984PLC023979
Regd. Office: A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403
Tel : 05662-232001-5 : Fax : 05662-232577
Website: www.jindalsaw.com**; Email:** investors@jindalsaw.com

NOTICE OF COURT CONVENED MEETING OF THE SECURED CREDITORS

Day Saturday
Date 9th April, 2016
Time 12.30 PM
Venue A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403

CONTENT

Sl.No.	Particulars	Page Nos.
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4.	Copy of the Reference Balance Sheet of the Jindal Saw Limited as on 31st March, 2015 as recasted in accordance with the Companies (Indian Accounting Standards), Rules 2015.	52
5.	Copy of the Reference Balance Sheet of the JITF Infralogistics Limited as on 31st March, 2015 as recasted in accordance with the Companies (Indian Accounting Standards), Rules 2015.	62
6.	Copy of the Reference Balance Sheet of the JITF Shipyards Limited as on 31st March, 2015 as recasted in accordance with the Companies (Indian Accounting Standards), Rules 2015.	65
7.	Copy of the Reference Balance Sheet of the JITF Waterways Limited as on 31st March, 2015 as recasted in accordance with the Companies (Indian Accounting Standards), Rules 2015.	70
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IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ORIGINAL COMPANY JURISDICTION

COMPANY APPLICATION NO.4 OF 2016
[Under Sections 391-394 of the Companies Act, 1956]

DISTRICT : MATHURA

IN THE MATTER OF

COMPOSITE SCHEME OF ARRANGEMENT AMONG JINDAL SAW LIMITED AND JITF INFRALOGISTICS LIMITED AND JITF SHIPYARDS LIMITED AND JITF WATERWAYS LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS.

AND
IN THE MATTER OF
JINDAL SAW LIMITED

…APPLICANT-1/DEMERGED COMPANY 1/
RESULTING COMPANY 2

AND
IN THE MATTER OF
JITF INFRALOGISTICS LIMITED

…APPLICANT-2/RESULTING COMPANY 1

AND
IN THE MATTER OF
JITF SHIPYARDS LIMITED

…APPLICANT-3/TRANSFEROR COMPANY

AND
JITF WATERWAYS LIMITED

…APPLICANT-4/DEMERGED COMPANY 2/
TRANSFEREE COMPANY

AND
IN THE MATTER OF

JINDAL SAW LIMITED (CIN No. L27104UP1984PLC023979), a company duly incorporated and existing under the Companies Act, 1956, having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403.Tel No.: 05662-232001-5 Website: www.jindalsaw.com E-mail: investors@jindalsaw.com

...Applicant 1 / Demerged Company 1 / Resulting Company 2

NOTICE CONVENING MEETING OF THE SECURED CREDITORS OF JINDAL SAW LIMITED ("The Company").

To
The Secured Creditors of Jindal Saw Limited

NOTICE is hereby given that by Order dated the 17th day of February, 2016, the Hon'ble High Court of Judicature at Allahabad has directed that a meeting of the Secured Creditors of the Company ("Meeting") be held at the Registered Office of the Applicant/ Demerged Company 1/Resulting Company 2 at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403 ("Registered Office") on Saturday, the 9h day of April, 2016 at 12.30 pm, for the purpose of considering, and if thought fit, approving with or without modification(s), the Composite Scheme of Arrangement among Jindal Saw Limited and JITF Infralogistics Limited and JITF Shipyards Limited and JITF Waterways Limited and their respective Shareholders and Creditors (Scheme).

TAKE FURTHER NOTICE that in pursuance of the said Order, a meeting of the Secured Creditors of the Company will be held at the Registered Office of the Applicant/Demerged Company 1/Resulting Company 2 on Saturday, the 9th day of April, 2016 at 12.30 pm, when you are requested to attend.

TAKE FURTHER NOTICE that you may attend and vote at the Meeting in person or by proxy, provided that a proxy in the prescribed form, duly signed by you or your authorized representatives, is deposited at the Registered Office of the Company, not later than 48 hours before the commencement of the Meeting.

The Hon'ble High Court of Judicature at Allahabad has appointed Mr. Akhilesh Kumar Pandey, Advocate and failing him, Mr. Vishesh Kumar, Advocate to be the Chairperson of the said meeting.

A copy of the Scheme, statement under Section 393 of the Companies Act, 1956 and form of Proxy are enclosed.

Dated this 24th day of February, 2016.

Sd/-
Akhilesh Kumar Pandey
(Chairperson appointed for the meeting)

Diptiman Singh, Advocate
30, Clive Road, Allahabad

Notes:

1. All alterations in the Form of Proxy should be initialed.
2. A secured creditor may attend the meeting either in person or by proxy. The Proxy need not be a secured creditor of the Company.
3. The Proxy form duly executed by the secured creditor or his authorized representatives in the prescribed form, as attached with the Notice, must be deposited at the Registered Office of the Company not later than 48 hours before the meeting.
4. A body corporate may attend and vote through its authorized representative provided a certified copy of the resolution under Section 113 of the Companies Act, 2013 of its Board of Directors or other governing body authorizing such representative to attend and vote at the meeting is deposited with the Company.
5. In case of persons other than individuals, the proxy should be executed under the official stamp of the organization indicating the name and designation of the person executing the proxy.
6. The persons attending the meeting are advised to bring their photo identity document for verification.
7. THE PERSON ATTENDING THE MEETING MUST BRING THE DULY FILLED-IN ATTENDANCE SLIP ANNEXED HERETO.

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD
ORIGINAL COMPANY JURISDICTION
COMPANY APPLICATION NO.4 OF 2016
[Under Sections 391-394 of the Companies Act, 1956]

DISTRICT : MATHURA

IN THE MATTER OF

COMPOSITE SCHEME OF ARRANGEMENT AMONG JINDAL SAW LIMITED AND JITF INFRALOGISTICS LIMITED AND JITF SHIPYARDS LIMITED AND JITF WATERWAYS LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS.

AND

IN THE MATTER OF

JINDAL SAW LIMITED

…APPLICANT-1/DEMERGED COMPANY 1/ RESULTING COMPANY 2

AND

IN THE MATTER OF

JITF INFRALOGISTICS LIMITED

…APPLICANT-2 /RESULTING COMPANY 1

AND

IN THE MATTER OF

JITF SHIPYARDS LIMITED

…APPLICANT-3 /TRANSFEROR COMPANY

AND

JITF WATERWAYS LIMITED

…APPLICANT-4 /DEMERGED COMPANY 2/ TRANSFEREE COMPANY

EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956 ("ACT")

1. The Hon'ble High Court of Judicature at Allahabad, by Order dated the 17th day of February, 2016, in the Company Application referred to above, with respect to the Composite Scheme of Arrangement among Jindal Saw Limited AND JITF Infralogistics Limited AND JITF Shipyards Limited AND JITF Waterways Limited AND their respective Shareholders and Creditors **[the Scheme]**, has directed the convening of the meetings as stated below to consider the Scheme:-
   i. Meeting of the Equity Shareholders of the Applicant/ Demerged Company 1/ Resulting Company 2 to be held on Saturday, the 9th day of April, 2016 at the Registered Office of the Applicant/Demerged Company 1/Resulting Company 2 at A-1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 10.30 AM;
   ii. Meeting of the Secured Creditors of the Applicant/ Demerged Company 1/ Resulting Company 2 to be held on Saturday, the 9th day of April, 2016 at the Registered Office of the Applicant/Demerged Company 1/Resulting Company 2 at A-1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 12.30 PM;
   iii. Meeting of the Unsecured Creditors of the Applicant/ Demerged Company 1/ Resulting Company 2 to be held on Saturday, the 9th day of April, 2016 at the Registered Office of the Applicant/Demerged Company 1/Resulting Company 2 at A-1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 02.00 PM;
   iv. Meeting of the Unsecured Creditors of the Applicant/ Demerged Company 2/ Transferee Company to be held on Saturday, the 9th day of April, 2016 at the Registered Office of the Applicant/Demerged Company 2/Transferee Company at A1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 03.00 PM;
2. The Hon'ble High Court of Judicature at Allahabad, by Order dated the 17thFebruary 2016 dispensed with the requirement of convening the meeting of the Equity Shareholders of the Applicant/Resulting Company 1, Equity Shareholders and Unsecured Creditors of the Applicant/Transferor Company and the Equity Shareholders of the Applicant/Demerged Company 2/ Transferee Company, to consider the Scheme.
3. Jindal Saw Limited, the Applicant/Demerged Company 1/ Resulting Company 2 was incorporated in the State of Delhi under the Companies Act, 1956 **[the Act]** under the name of Saw Pipes Limited vide Certificate of Incorporation dated 31.10.1984 issued by the Registrar of Companies, Delhi and Haryana. The Registered Office of the Applicant/ Demerged Company 1/ Resulting Company 2 was shifted from the State of Delhi to the State of Uttar Pradesh in the year 1997. The name of the Applicant/ Demerged Company 1/ Resulting Company 2 was thereafter changed to its present name vide fresh certificate of incorporation dated 11.01.2005 issued by the Registrar of Companies, Uttar Pradesh and Uttarakhand.
4. The main objects of the Applicant/Demerged Company 1/ Resulting Company 2 are as follows :

"1. To carry on in India or elsewhere, the business of manufacturers of importers, exporters and dealers in all kinds of tubes, pipes, pipes and pipe fittings made of steel Plates of API standards and all other types of plates, M.S. strip, scalp, copper, cast iron, rubber, polythene, aluminium, stainless steel and other materials and machinery, equipments required for manufacture of such items.

2. To carry on the business or businesses of manufacturers, importers, exporters and dealers in steel plates, steel strips, sheets, ferrous and non- ferrous metal including rollers and re-rollers sheet metal, steel, alloy steels, special and stainless steels, aluminium, brass, copper, shafting, bars, rods, wire rods, all kinds of steel wires, flais, plates, blooms, stabs, squares from scrap, sponge iron, pre-produced pillets, billets, ingots, expended metals, hardware materials, hinges, hoops, rounds, circle buckets, fire buckets, bath tubs, mugs, drums, tanks, containers, steel and tubelar furniture of all kinds, and other materials for strong or conveying water, oil and other materials solid or liquid.

3. To carry on the business to establish, build, maintain and operate barrages, jetties, ports, terminals, canals, water ways for transportation by water, cargo, goods, material, passengers, shipping for the purpose of establishing and providing of necessary infrastructure / support / logistics on its own or otherwise in India or elsewhere at sea-shores, river / canal banks, setting up on its own or otherwise inland water-housing, container depots, dry container depots, warehouses, stay houses and to provide all logistical / technical / interface of inland water transport, operation of multi nodal transport systems/ infrastructure support for the operation of business of carriage of all types of goods / material, passengers through water ways, canal, sea, river, ocean, coastal shipping and to construct, develop, improve various water ways, ports, terminals, depots, linking of canals, rivers for the same both in India and abroad and to purchase by import or otherwise, hire, construct, operate, work, ships and vessels by any class including steamships and to establish, operate and maintain lines or regular services of ships and vessels of any class including steamships and generally to carry on the business of shippers, ship owners and to enter into contracts for the carriage of mails, passenger, goods and cargo of any kind by any means and either by the ships and vessels, railways and conveyance of others taken by Company by hire or on lease both in India and abroad.

4. To establish, maintain and operate shipping and all ancillary services and to purchase, take in exchange, charter, hire or otherwise acquire and to own, work, manage and trade with steam, sailing, motor and other ships, tankers, trawlers, drifters, tugs and vessels of all description with all necessary and convenient equipment and to maintain, repair, fit out, refit, improve, insure and alter, sell, exchange or let out on hire or hire purchase or charter or otherwise deal with and dispose of any of the ships, tankers, trawlers, drifters, tugs and vessels or any of their engines, tackle, gear and equipments and to purchase or otherwise acquire any ship or vessel and ship or vessels including steamships now in the course of construction or to be constructed together with all equipments and tools required for the operation, usage and working of the ships or vessels including steamships and to carry on the business in India or elsewhere to provide, commercialize, control, develop, establish, handle, operate, hold, organize, promote, service, supervise, represent and to act as agent, concessionaires, consultants, or deal in all types of cargo activities in all its branches for collecting and delivering either by own arrangements or through representatives or agents, any documents, goods, articles or tings on behalf of customers from one place to another place in any part of the world and to establish maintain and operate transport services in India and outside India as consolidators, break-bulk Cargo Agents for shipping companies, lines and roadways both in India and abroad and to carry on the business of providing all kinds of cargo services such as to collect to deliver parcels, and any other goods and articles in India and abroad and appoint agents, sub-agents in India and abroad to provide the aforesaid services both in India and abroad.

5. The share capital structure of the Applicant/Demerged Company 1/ Resulting Company 2 as on 31.12.2015 is as under :-

Share Capital	**Amount (Rs.)**
Authorized Capital **Equity** 500,000,000 Equity Shares of Rs. 2 each	1,000,000,000.00
Preference 10,000,000 Redeemable Preference shares of Rs.100 each	1,000,000,000.00
Total	**2,000,000,000.00**
Issued Capital 304,537,881 Equity Shares of Rs. 2 each	609,075,762
Total	**609,075,762**
Subscribed and Paid-up Capital 304,533,881 Equity Shares of Rs. 2 each	609,067,762
Forfeited 4,000 Equity Shares of Rs. 2 each (Partly paid up Rs.1 each)	4,000
Total	**609,071,762**

There has been no change in the Share Capital structure of the Applicant/Demerged Company 1/ Resulting Company 2 after 31.12.2015.

The Shares of the Applicant/ Demerged Company 1/ Resulting Company 2 are listed on the National Stock Exchange of India Limited (**NSE**) and the BSE Limited (**BSE**).

6. JITF Infralogistics Limited, the Applicant/Resulting Company 1 was incorporated in the State of Delhi under the Act under the name of Jindal Infralogistics Limited as a limited company vide Certificate of Incorporation dated 03.01.2008 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The

name of the Applicant/ Resulting Company 1 was changed to its present name vide fresh Certificate of Incorporation dated 28.10.2010. The Registered Office of the Applicant/ Resulting Company 1 was shifted from the State of Delhi to the State of Uttar Pradesh and a Certificate to this effect was issued by the Assistant Registrar of Companies, Kanpur on 02.03.2015.

7. The main objects of the Applicant/Resulting Company 1 are as under :-

"1. To make arrangement and to establish, develop handle, own operate, organize, manage, run, charter, conduct, and to act as transporters including storage, handling and transportation of foodgrain and other agri commodities in bulk, bagged, in containerized form on land, air and water, arranging transportation of goods, passengers, articles or things on all routes and lines on national and international level through all sorts of carriers, store in bulk silos or bulk / bagged storage in warehouse and to invest in companies carrying on business of' logistics and to set up and operate climatically controlled facilities for storage of perishable and other commodities to transport bulk liquids through pipelines, bulk dry cargo, loose dry or liquid products to set up and operate inland container, depot container, freight station, to act as commission agent booking agent indenting agents, traveling agents, cargo owners, stevedore, loading and unloading contractors, cartage contractors, C & F agent, liasoner, middlemen, mukadam, munsht. courier, charters and to act as agent of shipping companies, shipping corporation, ship owners and set up rail head storage facilities for all products, procurement and operations of railway racks, wagons for transportation of all commodities including containerized commodities, to render them all types of services relating to customs, excise, port and other related department for coming, going and moving of caption and crews at any Indian Port and within India and to make all necessary arrangements for this purposes, to assist to provide services for lending and shipping of cargo to and from ship and also to provide them or to purchase on their behalf all types of goods, foods, grocery provisions, drinks and other related items and to work as clearing and forwarding agents and as stevedores on behalf of customers and act as container line agents /sub agents and offering logistics solutions to customers in India and abroad.

2. To provide services as consignors, consignee and agents for C & F of goods, materials, luggages, merchandise, animals or passengers, boxes, covers, cards, papers and valuable articles of any description either imported or exported from place to place either by air or by land or river or sea or partly by sea or river and party by land or air and to carry on the business of general carriers, railways and forwarding, agents, clearing agents, warehouseman, storekeepers, bounded careman and common careman and for the purpose to own, hire, take on rent any buildings, warehouses, or other facilities and to operate or own and maintain garages, service, stations, workshops, terminal, freight station, to store, repair, rent, motors, buses, automobiles or other vehicles, to carry out multi model transport operations and to act as third and fourth party logistic service provider.

3. To carry on the business of acting as a nodal agency for development and establishment, operations and maintenance of all types of transport infrastructure and other infrastructure projects and facilities, including without limitation to act as managers, administrators, executors, receivers, operators, custodians, nominees, promoters, developers, agents, attorneys, representatives, counselors, consultants, advisors of infrastructure funds, and other related funds. To carry on the business of transport/carriage of passengers, goods and cargo and to acquire by purchase, lease, exchange, development, construction, build, erect or to demolish, re-erect, alter, repair, remodel roads, highways, flyovers, docks, bridges, cannels, dams, ports, rail network/tracks, platforms, stations, inland, transport facilities loading/unloading of goods by machines or otherwise, warehouses, container depot or any structural work of any kind whatsoever and for such purpose to prepare estimates designs, plans, specifications or models and to do such other or any act that may be requisite thereof.

4. To design, procure, lay, maintain, operate, hire/ lease and own railway lines, locomotives, railway tracks, railway signaling and other auxiliary and accessories required for smooth running of railways with suitable connectivity to the railway network; mass rapid transport system for passengers, cargo and goads of every description both in India and abroad and to maintain, operate, own or otherwise either on its own with/through other transport systems of all kinds both for passengers and goods of all description and maintain, operate and own, fleets of trucks, buses, cars, lorries, tramways, wagons, coaches, locomotives to support modern transport infrastructure. To establish, build, maintain and operate transport infrastructure development including road, rail network, tracks, bridges, airports, toll-collections centers, transportation equipment platforms, stations, warehouses, container depot, godowns, loading/unloading of goods/ cargo by machines, or otherwise terminals, bays for transportation/movement of cargo, goods, material, passengers for the purpose of establishing and providing of necessary infrastructure/ support/ logistics on its own or otherwise in India or elsewhere and to provide ail logistical/ technical/ interface of rail network, inland water transport, operation of multi nodal transport systems/ infrastructure support for the operation of business of carriage of all types of goods/ material, passengers through railways, road, waterways, canal, sea, river, ocean, coastal shipping and to construct, develop, improve various road, rail tracks/ network, water ways, ports, terminals, stations, warehouses, godown, depots for the same both in India and abroad and to purchase

by import or otherwise hire, construct, operate, work, transportation equipment including locomotives, wagons, containers, ancillaries aircrafts, ships and vessels of any class or type and to establish, operate and maintain regular services of aircrafts, trains, railways, ships and vessels of any class and generally to carry on the business of transport infrastructure developers, transporter, shippers and to enter into contracts for the carriage of mails, passengers, goods and cargo of any kind by any means and either by the ships and vessels, railways, trucks, lorries and conveyance of others taken by company by hire or on lease both in India and abroad.

5. *To carry on anywhere in India or abroad the business of building, assembling, fitting, constructing, repairing, servicing and managing ships, other seagoing vessels and vessels for inland/ waterways of every kind and description and to carry on the business of manufacturers, hires, repairers, cleaners of, and dealers in all types of aircrafts, hovercrafts and other craft of all types and descriptions that are capable of being flown in air or run on land whether on dry land or water ways like rivers, lakes or sea, whether carrying passengers or cargo and other equipments of whatever nature or kind which are presently being, used or may be used hereinafter in aircrafts or hovercrafts.*
6. *To manufacture build, construct, develop, buy, sell, import, export, assemble, equip, distribute, exchange barter, let on hire, buy or sell on hire-purchase or installment system, tankers, tractors, combines, jeeps, trollies or otherwise deal in lorries, trucks, buses, motors, cars, wagons or other motor vehicle of all kinds and descriptions arid generally to carry on the business as manufacturers repairs, assemblers, mechanical engineers, carriage builders of motors, omnibuses, taxi-cars, lorries and all other kinds of vehicle vessels and wagons 'for the transport of persons and goods.*"

8. The share capital structure of the Applicant/Resulting Company 1 as on 31.12.2015 is as under :-

Share Capital	**Amount (Rs.)**
Authorized Capital	
Equity	
2,50,000 Equity Shares of Rs. 2 each	5,00,000
Total	**5,00,000**
Issued, Subscribed and Paid-up Capital	
Equity	
2,50,000 Equity Shares of Rs. 2 each	5,00,000
Total	**5,00,000**

There has been no change in the Share Capital structure of the Applicant/Demerged Company 1/Resulting Company 1 after 31.12.2015. The Applicant/Resulting Company 1 is a wholly owned subsidiary of Applicant/ Demerged Company 1/ Resulting Company 2

9. JITF Shipyards Limited, the Applicant/Transferor Company was incorporated in the State of Delhi under the Act under the name of Jindal Shipyard Limited vide Certificate of Incorporation dated 29.03.2007 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The name of the Applicant/Transferor Company was changed to Jindal Shipyards Limited vide fresh Certificate of Incorporation dated 07.12.2007 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The name of the Applicant/Transferor Company was thereafter changed to its present name vide fresh Certificate of Incorporation dated 28.10.2010 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The Registered Office of the Applicant/ Transferor Company was shifted from the State of Delhi to the State of Uttar Pradesh and a Certificate to this effect was issued by the Assistant Registrar of Companies, Kanpur on 02.03.2015.
10. The main objects of the Applicant/Transferor Company are as under :-

"1. To carry on business of Shipbuilding, Shipping, Naval Architecture, Marine Engineering, and Ocean Engineering and to undertake manufacture, repairs and maintenance jobs for all kinds of ships, river, sea going and Amphibian vessels and to carry on the business of manufactures, designers; consultants, surveyors, exports, buyers, sellers, hirers, renters, chatterers, assemblers, exporters, importers,. distributors, ship chandlers, agents, dealers of machinery, equipment, attachments, accessories, components and such other items required for all types of Ships, River Sea Going and Amphibian vessels, Ocean Engineering Industry and Fabrication Industry both in India and abroad.

2. *To undertake and carry on the business of ship, building, shippers, ship-owners, repairers, re-fitters, fabricators, designers and manufactures of Barges, Pontoons, Tugs, Lonches, Dredges, Fishing Trawlers, Offshore structures, platforms, towers and others of inland, harbour and seagoing crafts and structures with or without steam, sail motor or other means of propulsion, with steel, wood, cement, aluminum or reinforced plastics, or any other construction materials, and carry on the business as _ designers, engineers, manufactures, assemblers, erectors of various mechanical, structural, electrical and electronic equipments, fitting, piping, cabling, including refrigeration, ventilation, air-conditioning, instrumentation of all types of machinery; implements and hardware required for marine offshore, harbours, ports and ancillary services both in India and abroad.*
3. *To carry on the business to establish, build, maintain and operate barrages, jetties, ports, terminals, canals, water ways for transportation by water, cargo, goods, material, passengers, shipping for the purpose of establishing and providing of necessary infrastructure / support / logistics on its own or otherwise in India or elsewhere at sea-shores, river / canal banks, setting up on its own or otherwise inland water-housing, container depots, dry container depots, warehouses, stay houses and*

to provide all logistical / technical / interface of inland water transport, operation of multi nodal transport systems/infrastructure support for the operation of business of carriage of all types of goods / material, passengers through water ways, canal, sea, river, ocean, coastal shipping and to construct, develop, improve various water ways, ports, terminals, depots, linking of canals, rivers for the same both in India and abroad and to purchase by import or otherwise, hire, construct, operate, work, ships and vessels by any class including steamships and to establish, operate and maintain lines or regular services of ships and vessels of any class including steamships and generally to carry on the business of shippers, ship owners and to enter into contracts for the carriage of mails, passenger, goods and cargo of any kind by any means and either by the ships and vessels, railways and conveyance of others taken by Company by hire or on lease both in India and abroad.

4. *To establish, maintain and operate shipping and all ancillary services and to purchase, take in exchange, charter, hire or otherwise acquire and to own, work, manage and trade with steam, shipping yard, terminals, sailing, motor and other ships, tankers, trawlers, drifters, tugs and vessels of all description with all necessary and convenient equipment and to maintain, repair, fit out, refit, improve, insure and alter, sell, exchange or let out on hire or hire purchase or charter or otherwise deal with and dispose of any of the ships, tankers, trawlers, drifters, tugs and vessels or any of their engines, tackle, gear and equipment and to purchase or otherwise acquire any ship or vessel and ship or vessels including steamships now in the course of construction or to be constructed together with all equipments and tools required for the operation, usage and working of the ships or vessels including steamships and to carry on the business in India Or elsewhere to provide, commercialize, control, develop, establish, handle, operate, hold, organize, promoter, service, supervise, represent and to act as agent, concessionaires, consultants, or deal in all types of cargo activities in all its branches for collecting and delivering either by own arrangements or through representatives or agents, any documents, goods, articles or tings on behalf of customers from one place to another place in any part of the world and to establish maintain and operate transport services in India and outside India as consolidators, break-bulk Cargo Agents for shipping companies, lines and roadways both in India and abroad and to carry on the business of providing all kinds of cargo services such as to collect to deliver parcels, and any other goods and articles in India and abroad and appoint agents, sub-agents in India and abroad to provide the aforesaid services both in India and abroad.*

5. *To act as technical, engineering and management consultant for shipping, shipping yard, shipping terminals, water/waste water treatment systems and to prepare detailed project reports, plan layouts, concepts, strategy and provide technical, advise, guidance, supervision in the erection, installation, commissioning of water/waste water treatment industrial and residential projects or otherwise and to carry out any environmental impact assessment studies and to enter into agreement with Indian or foreign parties for giving otherwise and to enter into agreement with Indian or foreign parties for giving advise and to carry on the business of providing representation, advisory, facilitation, marketing distribution, commercial, legal, techno-economic, liaison, collaboration, joint-ventures, mergers, acquisition, take over, partner hunting, incubation, logistics and other allied services to Indian and international corporate, international agencies, government and non-government organization and to generally act as agents or representative in relation to the aforesaid services either directly or through in association with other business organization whether in India and abroad and to carry on the business of advisors and/or consultants on all matters and problems relating to water/waste water treatment plant and to act as administrators or managers herein mentioned both in India and abroad.*

6. *To carry on the business of construction and to provide consultancy including quality control, inspections, safety and other related activities in all fields of infrastructure including but not limited to transportation, shipping, shipping terminals, shipping yard, ports, city development, planning, real estate development and other allied activities both in India and abroad and to render services in the field of sustainable, environment system, land water, air quality, noise, odour, ecology, archaeology, technology, infrastructure and people and to develop or render assistances in the development of policies, strategies, and action plans that meet the requirements for sustainable development both in India and abroad..*"

11. The share capital structure of the Applicant/Transferor Company as on 31.12.2015 is as under :-

Share Capital	**Amount (Rs.)**
Authorized Capital Equity 80,000,000 Equity Shares of Rs.10 each	800,000,000
Total	800,000,000
Issued, Subscribed and Paid-up Capital 7,57,68,653 Equity Shares of Rs.10 each	75,76,86,530
Total	75,76,86,530

There has been no change in the share capital structure of the Applicant/Transferor Company after 31.12.2015. The Applicant/ Transferor Company is a wholly owned subsidiary of Applicant/ Demerged Company 1/ Resulting Company 2.

12. JITF Waterways Limited, the Applicant/Demerged Company 2/ Transferee Company was incorporated in the State of Delhi under the Act under the name of Jindal

Waterways Limited vide Certificate of Incorporation dated 24.01.2007 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The name of the Applicant/Demerged Company 2/ Transferee Company was changed to its present name vide fresh Certificate of Incorporation dated 13.12.2010 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The Registered Office of the Applicant/ Demerged Company 2/ Transferee Company was shifted from the State of Delhi to the State of Uttar Pradesh and a Certificate to this effect was issued by the Assistant Registrar of Companies, Kanpur on 09.03.2015.

13. The main objects of the Applicant/Demerged Company 2/ Transferee Company are as under :-

"1. To carry on the business to establish, build, maintain and operate barrages, jetties, ports, terminals, canals, water ways for transportation by water, cargo, goods, material, passengers, shipping for the purpose of establishing and providing of necessary infrastructure / support / logistics on its own or otherwise in India or elsewhere at sea-shores, river / canal banks, setting up on its own or otherwise inland water-housing, container depots, dry container depots, warehouses, stay houses and to provide all logistical / technical / interface of inland water transport, operation of multi nodal transport systems/infrastructure support for the operation of business of carriage of all types of goods / material, passengers through water ways, canal, sea, river, ocean, coastal shipping and to construct, develop, improve various water ways, ports, terminals, depots, linking of canals, rivers for the same both in India and abroad and to purchase by import or otherwise, hire, construct, operate, work, ships and vessels by any class including steamships and to establish, operate and maintain lines or regular services of ships and vessels of any class including steamships and generally to carry on the business of shippers, ship owners and to enter into contracts for the carriage of mails, passenger, goods and cargo of any kind by any means and either by the ships and vessels, railways and conveyance of others taken by Company by hire or on lease both in India and abroad.

2. To establish, maintain and operate shipping and all ancillary services and to purchase, take in exchange, charter, hire or otherwise acquire and to own, work, manage and trade with steam, sailing, motor and other ships, tankers, trawlers, drifters, tugs and vessels of all description with all necessary and convenient equipment and to maintain, repair, fit out, refit, improve, insure and alter, sell, exchange or let out on hire or hire purchase or charter or otherwise deal with and dispose of any of the ships, tankers, trawlers, drifters, tugs and vessels or any of their engines, tackle, gear and equipments and to purchase or otherwise acquire any ship or vessel and ship or vessels including steamships now in the course of construction or to be constructed together with all equipments and tools required for the operation, usage and working of the ships or vessels including steamships and to carry on the business in India or elsewhere to provide, commercialize, control, develop, establish, handle, operate, hold, organize, promote, service, supervise, represent and to act as agent, concessionaires, consultants, or deal in all types of cargo activities in all its branches for collecting and delivering either by own arrangements or through representatives or agents, any documents, goods, articles or tings on behalf of customers from one place to another place in any part of the world and to establish maintain and operate transport services in India and outside India as consolidators, break-bulk Cargo Agents for shipping companies, lines and roadways both in India and abroad and to carry on the business of providing all kinds of cargo services such as to collect to deliver parcels, and any other goods and articles in India and abroad and appoint agents, sub-agents in India and abroad to provide the aforesaid services both in India and abroad.

3. To render services in the field of sustainable environment management systems, land, water, air, quality, noise, odour, ecology, archaeology, technology, infrastructure and people and to develop or render assistance in the development of policies, strategies and action plans that meet the requirements for sustainable development both in India and abroad and to apply integrated environmental and engineering skills to a comprehensive range of activities from waste management, strategy and implementation to all. areas of waste / water facility development, management, environmental protection and closure/ restoration both in India and abroad and to render consultancy services in the field of civil, mechanical & electrical engineering, operations & maintenance, architectural, environmental maintenance, energy efficiency, water conservation, and material & resource conservation, indoor environment quality, renewable energy & power, shipping lines both in India and abroad and to provide consultancy & project management services, including quality control, inspections, safety and other related activities, in all fields of infrastructure, including but not limited to transportation, ports, city development, planning, real estate development and other allied activities both in India and abroad and to carry on the business to provide water for human consumption or industrial / medical purposes for any industry and residential areas according to specified norms and for that purpose to lay down, build, operate, construct, renovate any plant and machinery, pipeline project, booster station, pumping station, treatment plants, etc. and also to form joint ventures with any entity in India and abroad and also special purpose vehicles in suitable form and size and to enter in to technical and financial arrangements with any entity to carry out objects both in India and abroad and to carry on the business to set up water / waste water treatment plants as well as transmission and clear water mains including distribution systems in the areas where there is need for adequate water supply and dispose of the waste water and to set up wherever required water pumping stations / facilities/ treatment plants and required reservoirs or any other facility / proper management system in this regard to supervise and render services regarding to execution, implementation including project management both in India and abroad.

4. To act as technical, engineering and management consultant for water / waste water treatment systems and to prepare detailed project reports, plan layouts,

concepts, strategy and provide technical, advice, guidance, supervision in the erection, installation, commissioning of water / waste water treatment industrial and residential projects or otherwise and to carry out any environmental impact assessment studies and to enter into agreement with Indian or foreign parties for giving otherwise and to enter into agreement with Indian or foreign parties for giving advice and to carry on the business of providing representation, advisory, facilitation, marketing distribution, commercial, legal, techno - economic, liaison, collaboration, joint-ventures, mergers, acquisition, take over, partner hunting, incubation, logistics and other allied services to Indian and international corporate, international agencies, government and non-government organization and to generally act as agents or representative in relation to the aforesaid services either directly or through in association with other business organization whether in India and abroad and to carry on the business of advisors and / or consultants on all matters and problems relating to water / waste water treatment plant and to act as administrators or managers herein mentioned both in India and abroad."

14. The share capital structure of the Applicant/Demerged Company 2/ Transferee Company as on 31.12.2015 is as under :-

Share Capital	Amount (Rs.)
Authorized Capital	
Equity 210,000,000 Equity Shares of Rs.10 each	2,100,000,000
Total	**2,100,000,000**
Issued, Subscribed and Paid-up Capital 20,44,79,356 Equity Shares of Rs. 10 each	2,044,793,560
Total	**2,044,793,560**

There has been no change in the Share Capital structure of the Applicant/Demerged Company 2/ Transferee Company after 31.12.2015. The Applicant/Demerged Company 2/ Transferee Company is a wholly owned subsidiary of Applicant/ Transferor Company.

15. **BACKGROUND AND RATIONALE TO THE SCHEME**

i. The Applicant/Demerged Company 1/ Resulting Company 2 currently has business interests in diverse businesses such as manufacturing of steel pipes and steel pellets and infrastructure business. The management of the Applicant/ Demerged Company 1/ Resulting Company 2 believes that the business interests of the Applicant/ Demerged Company 1/ Resulting Company 2 in the Demerged Undertaking 1 (as defined in the Scheme), which comprises of the business interests of the Applicant/ Demerged Company 1/ Resulting Company 2 in the infrastructure sector, require dedicated management focus and business strategies to develop the growth potential in the relevant business market. With a view to achieve greater management focus on its business interests in the manufacturing of steel pipes and steel pellets, the management of the Applicant/ Demerged Company 1/ Resulting Company 2 proposes to demerge its business interests in the infrastructure sector comprising of the Demerged Undertaking 1, and vest the same with the Applicant/ Resulting Company 1. The Applicant/ Demerged Company 1/ Resulting Company 2 will retain the manufacturing of steel pipes and steel pellets businesses. Further, the demerger of the Demerged Undertaking 1 and vesting of the same with Applicant/ Resulting Company 1 would enable the Applicant/ Resulting Company 1 to focus on infrastructure business and further create value for all of its stakeholders.

ii. Further, the Applicant/ Transferor Company and the Applicant/ Demerged Company 2/ Transferee Company, both are engaged in the business of waterways transportation, consisting of, both ocean waterways and inland waterways transport system. That with a view to consolidate the business of the Applicant/ Transferor Company and the Applicant/ Demerged Company 2/ Transferee Company, the Scheme envisages the amalgamation of the Applicant/ Transferor Company into and with Applicant/ Demerged Company 2/ Transferee Company. That the proposed amalgamation of the Applicant/ Transferor Company into and with the Applicant/ Demerged Company 2/ Transferee Company would result in consolidation of waterways operations, which would lead to synergies, reduction in operation cost, operation efficiencies and would further result in better growth prospects in the inland waterways transportation business.

iii. That the Scheme further provides that pursuant to the above mentioned Amalgamation, the Applicant/ Demerged Company 2/ Transferee Company shall become a direct subsidiary of the Applicant/ Demerged Company 1/ Resulting Company2. That the Applicant/ Demerged Company 2/ Transferee Company has diverse interests in the business of ocean waterways, inland waterways transportation and business process outsourcing. The Applicant/ Demerged Company 1/Resulting Company operates various manufacturing and job work facilities situated in India, the United States of America, Italy and Dubai etc. for production and sale of finished goods. With a view to integrate the manufacturing presence of the Applicant/Demerged Company 1/Resulting Company 2 in India and abroad, it is imperative for the said Company to have its own ocean logistics support system for transit of finished goods between multiple domestic/international locations. The Scheme therefore provides for the demerger of the Demerged Undertaking 2 (as defined in the Scheme) of the Applicant/ Demerged Company 2/ Transferee Company and vesting of the same with the Applicant/ Demerged Company 1/ Resulting Company 2 in order to enable the Applicant/ Demerged Company 1/ Resulting Company 2 to strengthen its ocean logistic capabilities by providing the Applicant/ Demerged Company 1/ Resulting Company 2 with efficient in-house ocean logistic facilities. This demerger shall also insulate the Applicant/Demerged Company 1/ Resulting Company 2 from the vagaries of third party logistic providers in the shipping industry and stabilize the operating costs of the said Company.

iv. In view of the aforesaid facts, the Board of Directors

of the Applicant Companies have approved the Composite Scheme of Arrangement.

16. The salient features of the Scheme are as follows:-

[In the sub-paragraphs of this paragraph 16, Jindal Saw Limited is referred to as the Demerged Company 1 or Resulting Company 2 as the context may admit; JITF Infralogistics Limited is referred to as the Resulting Company 1; JITF Shipyards Limited is referred to as the Transferor Company and JITF Waterways Limited is referred to as the Demerged Company 2 or Transferee Company as the context may admit]

16.1 Part B of Section I of the Scheme deals with demerger of Demerged Undertaking 1 of the Demerged Company 1 (as defined in the Scheme) and vesting of the same in Resulting Company 1, in accordance with Section 2 (19AA) of the Income Tax Act, 1961 and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

16.2 Part B of Section II deals with amalgamation of the Transferor Company with the Transferee Company, in accordance with Section 2 (1B) of the Income Tax Act, 1961 and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

16.3 Part B of Section III deals with demerger of Demerged Undertaking 2 of the Demerged Company 2 (as defined in the Scheme) and vesting of the same in Resulting Company 2, in accordance with Section 2 (19AA) of the Income Tax Act, 1961 and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

16.4 **"Demerged Business 1"**as defined in the Scheme comprises of the business and business interests of the Demerged Company 1 in the infrastructure business inter alia through subsidiaries of the Demerged Company 1 engaged in the infrastructure business.

16.5 **"Demerged Undertaking 1"**as defined in the Scheme means the undertaking of the Demerged Company 1, pertaining to the Demerged Business 1, which shall be inclusive of, but not limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Demerged Company 1 pertaining to the Demerged Business 1;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Demerged Company 1 pertaining to the Demerged Business 1;

(iii) all debts, borrowings and liabilities, whether present or future, whether secured or unsecured availed by the Demerged Company 1 pertaining to the Demerged Business 1;

(iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax, tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(vii) all employees of the Demerged Company 1 employed in relation to the Demerged Business 1;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company 1 pertaining to the Demerged Business 1;

(ix) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Demerged Company 1 in connection with the Demerged Business 1; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Demerged Company 1 and pertaining to the Demerged Business.

16.6 "Demerger Appointed Date 1"as defined in the Scheme means the opening of business hours as on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Demerged Company 1 and the Resulting Company 1, being the time and date with effect from which Section I of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of the Scheme.

16.7 Subject to the provisions of Section I of the Scheme in relation to the modalities of demerger and vesting, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Demerged Undertaking 1, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall demerge from the Demerged Company 1 and be transferred to

and vest in the Resulting Company 1, and shall become the property of and an integral part of the Resulting Company 1 subject to the existing charges and encumbrances, if any, created by the Demerged Company 1 in favour of its lenders or the lenders of its subsidiaries or group companies, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Demerged Company 1 or the Resulting Company 1.

16.8 The Scheme provide that upon the Scheme becoming effective, the Equity Shareholders of the Demerged Company 1 shall be issued 50 Equity Shares of the face value of Rs.2/- each credited as fully paid up in the Resulting Company 1 for every 622 Equity Shares of the face value of Rs.2/- each held in the Demerged Company 1.

16.9 The Scheme further provides for the eventuality of issuance of Zero Coupon Compulsorily Convertible Debentures in the manner as provided for in Clause 4.6 of Section 1 of the Scheme.

16.10 The Scheme further provides that upon Section 1 of the Scheme becoming effective, the difference between the amount of assets, liabilities and accumulated accounting losses (if any), pertaining to the Demerged Undertaking 1 being transferred and the amount of investments held by the Demerged Company 1 in the Resulting Company 1 and cancelled by the Demerged Company 1 shall first be adjusted against the Capital Redemption Reserve Account of the Demerged Company 1 and then against the Capital Reserve of the Demerged Company 1 and the balance, if any, shall be adjusted against the Securities Premium Account of the Demerged Company 1.

16.11 The Scheme further proposes that upon the Scheme becoming effective, the paid up equity share capital of the Resulting Company 1 as held by the Demerged Company 1 shall be cancelled. Further, subject to the provisions of the Scheme, the Resulting Company 1 shall make an application for listing and trading of the equity shares allotted to the shareholders of the Demerged Company 1 in the Resulting Company 1.

16.12 **"Amalgamation Appointed Date"** as defined in the Scheme means the opening of business hours on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Transferor Company and the Transferee Company, being the time and date with effect from which Section II of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of the Scheme.

16.13 **"Transferor Company"**as defined in the Scheme shall have the meaning ascribed to it in Recital A of Section II hereto and shall include but not be limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Transferor Company, including without limitation, the fixed assets listed in Schedule 1of the Scheme;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Transferor Company;

(iii) all debts, borrowings and liabilities (including the Transferor Company CCDs, if any), whether present or future, whether secured or unsecured availed by the Transferor Company;

(iv) all permits, rights, entitlements, licenses, approvals,grants,allotments,recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax, tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Transferor Company;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Transferor Company;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Transferor Company;

(vii) all employees of the Transferor Company;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Transferor Company;

(ix) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Transferor Company; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Transferor Company.

16.14 Subject to the provisions of Section II of the Scheme in relation to the modalities of amalgamation, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferor Company, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall amalgamate with the Transferee Company, and shall become the property of and an integral part of the Transferee Company subject to the existing charges and encumbrances, if any, created by the Transferor Company in favour of its lenders or the lenders of its subsidiaries or group companies, by operation

of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Transferor Company or the Transferee Company.

16.15 The Scheme further provides that upon the Scheme becoming effective, each Equity Shareholder of the Transferor Company shall be issued 26.987 Equity Shares of the face value of Rs.10/- each in the Transferee Company for every 10 Equity Shares of the face value of Rs.10/- each held in the Transferor Company.

16.16 The Scheme further provides for the treatment of any fractional entitlement which may arise.

16.17 It is provided for in the Scheme that upon Section II of the Scheme coming into effect, the accumulated accounting loss of the Transferor Company shall be adjusted against the Capital Reserve Account of the Transferee Company and there shall be a reduction in the Securities Premium account of the Transferee Company.

16.18 **"Demerged Business 2"** as defined in the Scheme comprises of the business and business interests of the Demerged Company 2 in the ocean water ways business inter alia through subsidiaries of the Demerged Company 2 engaged in the ocean waterways business.

16.19 **"Demerged Undertaking 2"** as defined in the Scheme means the undertaking of the Demerged Company 2, pertaining to the Demerged Business 2, which shall be inclusive of, but not limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Demerged Company 2 pertaining to the Demerged Business 2, including without limitation, the fixed assets listed in Schedule 2 of the Scheme;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Demerged Company 2 pertaining to the Demerged Business 2;

(iii) all debts, borrowings and liabilities (including the Transferee Company CCDs, if any), whether present or future, whether secured or unsecured availed by the Demerged Company 2 pertaining to the Demerged Business 2;

(iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax (including carry forward tax business losses and unabsorbed depreciation), tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(vii) all employees of the Demerged Company 2 employed in relation to the Demerged Business 2;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company 2 pertaining to the Demerged Business 2;

(ix) all legal, tax, regulatory, quasi judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Demerged Company 2 in connection with the Demerged Business 2; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Demerged Company 2 and pertaining to the Demerged Business 2.

16.20 "Demerger Appointed Date 2" as defined in the Scheme means the opening of business hours as on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Demerged Company 2 and the Resulting Company 2, being the time and date with effect from which Section III of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of the Scheme.

16.21 Subject to the provisions of Section III of the Scheme in relation to the modalities of demerger and vesting, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Demerged Undertaking 2, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall demerge from the Demerged Company 2 and be transferred to and vest in the Resulting Company 2, and shall become the property of and an integral part of the Resulting Company 2 subject to the existing charges and encumbrances, if any, created by the Demerged Company 2 in favour of its lenders or the lenders of its subsidiaries or group companies, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Demerged Company 2 or the Resulting Company 2.

16.22 The Scheme provides that upon Section III of the Scheme coming into effect, the accumulated losses pertaining to the Demerged Undertaking 2 and the debit balance (if any), of the Restructuring

Reserve Account of the Resulting Company 2 shall be adjusted against the Capital Redemption Reserve Account of the Resulting Company 2 and then against the Capital Reserve of the Resulting Company 2 and the balance, if any, shall be adjusted against the Securities Premium Account of the Resulting Company 2.

16.23 The Scheme further provides that upon Section III of the Scheme coming into effective, there shall be a reduction in the paid up equity share capital of the Demerged Company 2 in terms of Clause 5.5 of Section III of the Scheme.

16.24 The Scheme further provides that upon Section II of the Scheme coming into effect, the Transferor Company shall stand dissolved without the process of winding up.

The aforesaid are only the salient features of the Scheme. You are requested to read the entire text of the Scheme to get fully acquainted with the provisions thereof.

17. The rights and interests of the members and the creditors of the Applicant Companies will not be prejudicially affected by the Scheme.

18. No investigation proceedings have been instituted or are pending in relation to the Applicant Companies under Sections 235 and 250A of the Act or such other equivalent provisions of the Companies Act 2013, as applicable.

19. The directors of the Applicant Companies may be deemed to be concerned and/or interested in the Scheme only to the extent of their shareholding in the said Companies, or to the extent the said directors are common directors in the Companies.

20. The details of the present directors of the Applicant/ Demerged Company 1/Resulting Company 2, and their shareholding in each of the Applicant/Demerged Company 1/Resulting Company 2 **("A")**, Applicant/ Resulting Company 1 **("B")**, Applicant/Transferor Company **("C")** and the Applicant/Demerged Company 2/Transferee Company **("D")** either singly or jointly as on 28th February, 2016 are as follows :-

S. N.	Name of Director	Age (Years)	Position	Equity Shares			
				A	B	C	D
1.	Prithvi Raj Jindal	65	Chairman, Non-executive Director	98700	Nil	100*	100*
2.	Sminu Jindal	43	Managing Director	15000	100*	100*	100*
3.	Shradha Jatia	42	Non-executive Director	Nil	Nil	Nil	Nil
4.	Tripti Puneet Arya	36	Non-executive Director	15000	Nil	Nil	Nil
5.	Neeraj Kumar	53	Group CEO & Whole time-director	Nil	Nil	Nil	Nil
6.	Hawa Singh Chaudhary	63	Whole time-director	Nil	Nil	Nil	Nil
7.	Saibal Kanti Gupta	78	Independent Director	Nil	Nil	Nil	Nil
8.	Devi Dayal	75	Independent Director	Nil	Nil	Nil	Nil
9.	Girish Sharma	65	Independent Director	Nil	Nil	Nil	Nil
10.	Raj Kamal Agarwal	64	Independent Director	Nil	Nil	Nil	Nil
11.	Ravinder Nath Leekha	67	Independent Director	Nil	Nil	Nil	Nil
12.	Abhiram Tayal	63	Independent Director	Nil	Nil	Nil	Nil

* Nominee of Holding Company

21. The details of the present directors of the Applicant/ Resulting Company 1 and their shareholding in each of the Applicant/Demerged Company 1/Resulting Company 2 **("A")**, Applicant/Resulting Company 1 **("B")**, Applicant/ Transferor Company **("C")** and the Applicant/Demerged Company 2/Transferee Company **("D")** either singly or jointly as on 28th February, 2016 are as follows :-

S. N.	Name of Director	Age (Years)	Position	Equity Shares			
				A	B	C	D
1.	Rakesh Gupta	44	Director	Nil	Nil	Nil	Nil
2.	Deepak Goyal	38	Director	2	Nil	Nil	Nil
3.	Alok Kumar	34	Director	Nil	Nil	Nil	Nil

22. The details of the present directors of the Applicant/ Transferor Company and their shareholding in each of the Applicant/Demerged Company 1/Resulting Company 2 **("A")**, Applicant/Resulting Company 1 **("B")**, Applicant/ Transferor Company **("C")** and the Applicant/Demerged Company 2/Transferee Company **("D")** either singly or jointly as on 28th February, 2016 are as follows :-

S. N.	Name of Director	Age (Years)	Position	Equity Shares			
				A	B	C	D
1.	Sunil Kumar Jain	55	Director	Nil	Nil	100*	Nil
2.	Deepak Goyal	44	Director	2	Nil	Nil	Nil
3.	Alok Kumar	34	Director	Nil	Nil	Nil	Nil
4.	Ravinder Nath Leekha	66	Independent Director	Nil	Nil	Nil	Nil
5	Raj Kamal Agarwal	63	Independent Director	Nil	Nil	Nil	Nil

*Nominee of Holding Company

23. The details of the present directors of the Applicant/ Demerged Company 2/Transferee Company and their shareholding in each of the Applicant/Demerged Company 1/Resulting Company 2 **("A")**, Applicant/ Resulting Company 1 **("B")**, Applicant/Transferor Company **("C")** and the Applicant/Demerged Company 2/Transferee Company **("D")** either singly or jointly as on 28th February, 2016 are as follows :-

S. N.	Name of Director	Age (Years)	Position	Equity Shares			
				A	B	C	D
1.	Alok Kumar	34	Director	Nil	Nil	Nil	Nil
2.	Preetika Singh Johar	28	Director	Nil	Nil	Nil	Nil
3.	Raj Kamal Agarwal	63	Independent Director	Nil	Nil	Nil	Nil
4.	Ravinder Nath Leekha	66	Independent Director	Nil	Nil	Nil	Nil

24. The shareholding pattern of the Applicant/Demerged Company 1/ Resulting Company 2 as on 31st December, 2015 is set out below :-

JINDAL SAW LIMITED As on 31/12/2015																		
Table - I Summary of Statement holding of specified securities																		
Category (I)	Category of shareholder (II)	No.of Share-hold-ers	No. of fully paid up eq-uity shares held (iv)	No. of Partly paid up equity shares held (v)	No.of Shares underlying Depository Receipts (vi)	Total nos. shares held (VII)=(IV)+ (V)+(VI)	Shareholding as a % of total no.of shares (calcu-lated as per SCRR,1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)				No.of Shares Underlying Outstand-ing con-vertible securities (Including warrants) (X)	Shareholding as a % assuming full conver-sion of convertible securi-ties (as a percentage of di-luted share capital	Number of locked in Shares (XII)		Number of Shares pledged or other-wise encumbered (XIII)		Number of Equity shares held in demate-rialised form (XIV)
								No.of Voting Rights			Total as a % of (A+B+C)			No. (a)	As a % of total shares held (b)	No. (a)	As a % of total shares held (b)	
								Class eg: X	Class eg:Y	Total								
(A)	Promoter & Promoter Group	34	156129215	0	0	156129215	51.27	156129215	0	156129215	51.27	15223486	53.59	28307110	18.13	6374502	4.08	153462215
(B)	Public	47791	148401416	0	0	148401416	48.73	148401416	0	148401416	48.73	0	46.41	0	0	0	0	116595786
(C.)	Non Promoter - Non Public	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
(C1)	Shares underlying DRs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(C2)	Shares held by Employee Trusts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	47825	304530631	0	0	304530631	100	304530631	0	304530631	100	15223486	100	28307110	9.30	6374502	2.09	270058001

25. There will be no change in the equity shareholding pattern of Applicant/Demerged Company 1/ Resulting Company 2 upon the Scheme becoming effective.

26. The shareholders of the Applicant/Resulting Company 1 as on 31st December, 2015 is as set out below :-

Name of Equity Shareholder	No. of Equity Shares Held	% holding
M/s Manjula Finances Ltd*	500	0.2
M/s Renuka Financial Services Ltd*	500	0.2
M/s Goswamis Credits & Investment Ltd.*	500	0.2
Ms. Sminu Jindal*	500	0.2
Mr. Indresh Batra*	500	0.2
Mr. Ranjit Malik*	1000	0.4
M/s Jindal Saw Ltd	246500	98.6
TOTAL	250000	100
*On behalf of Jindal Saw Ltd		

27. The expected shareholding pattern of the Applicant/Resulting Company 1 upon the Scheme becoming effective and the consequent listing of the equity shares of the Applicant/Resulting Company 1 is as follows:

JITF Inftralogistics Ltd. As on 31/12/2015

Table - I Summary Statement holding of specified securities

Category (I)	Category of shareholder (II)	No.of Share-holders	No. of fully paid up eq-uity shares held (iv)	No. of Partly paid up equity shares held (v)	No.of Shares underlying Depository Receipts (vi)	Total nos. shares held (VII)=(IV)+ (V)+(VI)	Shareholding as a % of total no.of shares (calcu-lated as per SCRR,1957) (VIII) As a % of (A+B+ C2)	Number of Voting Rights held in each class of securities (IX)				No.of Shares Underlying Out-standing convertible securities (Including warrants) (X)	Shareholding as a % assuming full conversion of convertible securities (as a percentage of di-luted share capital	Number of locked in Shares (XII)		Number of Shares pledged or other-wise encumbered (XIII)		Number of Eq-uity shares held in dematerialised form (XIV)
								No.of Voting Rights			Total as a % of (A+B+C)			No. (a)	As a % of total shares held (b)	No. (a)	As a % of total shares held (b)	
								Class X	Class Y	Total								
(A)	Promoter & Promoter Group	34	12550564	0	0	12550564	51.27	12550564	0	12550564	51.27	0	51.27	2275491	18.13	6374502	50.79	12336176
(B)	Public	44554	11929390	0	0	11929390	48.73	11929390	0	11929390	48.73	0	48.73	0	0	0	0	9360557
(C)	Non Promoter - Non Public	0	0	0	0	0		0	0			0		0				0
(C1)	Shares underlying DRs					0	0	0	0	0	0	0	0	0	0	0	0	0
(C2)	Shares held by Employee Trusts					0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	44588	24479954	0	0	24479954	100	24479954	0	24479954	100	0	100	2275491	9.3	6374502	26.04	21696733

28. The shareholders of the Applicant/Transferor Company as on 28th February, 2016 is as set out below :-

Name of Equity Shareholder	No. of Equity Shares Held	% holding
Ms. Sminu Jindal*	100	0.01
Mr. Prithvi Raj Jindal*	100	0.01
Mr. Sunil Kumar Jain*	100	0.01
Mr. N.K. Agarwal*	100	0.01
Mr. Vinay Gupta*	100	0.01
Mr. Rajeev Goyal*	100	0.01
M/s Jindal Saw Ltd	75768053	99.99
Total Equity Shares	75768653	100

* Nominee of Jindal Saw Ltd.

29. The shareholders of the Applicant/ Demerged Company 2/Transferee Company upon the amalgamation of the Applicant/Transferor Company with the Applicant/ Demerged Company 2/Transferee Company is as set out below:

Name of Equity Shareholder	No. of Equity Shares Held	% holding
Ms. Sminu Jindal*	100	0.01
Mr. Prithvi Raj Jindal*	100	0.01
Mr. Indresh Batra*	100	0.01
Mr. Sunil Kumar Jain*	100	0.01
M/s Renuka Financial Services Ltd*	100	0.01
M/s Manjula Finances Ltd*	100	0.01
M/s Goswamis Credits & Investment Ltd.*	100	0.01
M/s JITF Shipyards Ltd.	204478656	99.99
Total Equity Shares	204479356	100

* Nominee of JITF Shipyards Limited

30. An Equity Shareholder, Secured Creditor and Unsecured Creditor entitled to attend and vote at the respective meeting of the Equity Shareholders, Secured Creditors and Unsecured Creditors of the Applicant/ Demerged Company 1/Resulting Company 2 being convened on Saturday, 9th April, 2016 at the Registered Office of the

Applicant/Demerged Company 1/Resulting Company 2 at A1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 10.30 AM; 12.30 PM and 02.00 PM respectively are entitled to appoint a proxy to attend and vote. The instrument appointing the proxy should be deposited at the Registered Office of the Applicant/ Demerged Company 1/Resulting Company 2 not later than 48 (forty eight) hours prior to the time of commencement of the meeting.

31. An Unsecured Creditor entitled to attend and vote at the meeting of the Unsecured Creditors of the Applicant/ Demerged Company 2/Transferee Company being convened on Saturday, 9thApril, 2016 at the Registered Office of the Applicant/Demerged Company 2/Transferee Company at A1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 03.00 PM are entitled to appoint a proxy to attend and vote. The instrument appointing the proxy should be deposited at the Registered Office of the Applicant/ Demerged Company 2/Transferee Company not later than 48 (forty eight) hours prior to the time of commencement of the meeting.

32. Corporate Equity Shareholders, Secured Creditors and Unsecured Creditors of the Applicant/Demerged Company 1/Resulting Company 2 and the Corporate Unsecured Creditors of the Applicant/Demerged Company 2/Transferee Company intending to send their authorized representative to attend the respective meeting are requested to lodge a certified true copy of the Board Resolution/Power of Attorney not later than 48 (forty eight) hours before the time of commencement of the respective meeting at the Registered Office of the Applicant/ Demerged Company 1/Resulting Company 2 and the Applicant/Demerged Company 2/Transferee Company, authorizing such person to attend and vote on its behalf at the respective meeting.

33. The BSE and NSE have by their respective communications both dated 04th February, 2016, issued observation letters to the Applicant/ Demerged Company 1/Resulting Company 2 to enable filing of the Scheme with the Hon'ble High Court of Judicature at Allahabad.

34. The following documents will be open for inspection by the Equity Shareholders, Secured Creditors and Unsecured Creditors of the Applicant/Demerged Company 1/ Resulting Company 2 and the Unsecured Creditors of the Applicant/Demerged Company 2/ Transferee Company upto one day prior to the date of the said meetings at the Registered Office of the Applicant/Demerged Company 1/Resulting Company 2 and the Applicant/Demerged Company 2/ Transferee Company between 10:00 a.m. and 1:00 p.m. on all working days (Monday to Friday).

    (a) Copy of the Company Application No. 4 of 2016;

    (b) Copy of the Order of the Hon'ble High Court of Judicature at Allahabad dated 17thFebruary, 2016 in the above Company Application;

    (c) Copies of the Memorandum and Articles of Association of the Applicant Companies;

    (d) Copy of Audited Accounts and the Annual Report of the Applicant/ Demerged Company 1/Resulting Company 2 for the Financial Year 2014-2015;

    (e) Copy of Unaudited Quarterly Results of the Applicant/ Demerged Company 1/ Resulting Company 2 for the period 30th June, 2015; 30th September, 2015 and 31st December, 2015;

    (f) Copy of the audited accounts of the Applicant/ Demerged Company 1/ Resulting Company 2 for the period ending 31stMarch, 2015 as recasted in accordance with the Companies (Indian Accounting Standards) Rules, 2015;

    (g) Copy of Audited Accounts and the Annual Report of the Applicant/ Resulting Company 1 for the Financial Year 2014-2015;

    (h) Copy of the audited accounts of the Applicant/ Resulting Company 1 for the period ending 31stMarch, 2015 as recasted in accordance with the Companies (Indian Accounting Standards) Rules, 2015;

    (i) Copy of Audited Accounts and the Annual Report of the Applicant/ Transferor Company for the Financial Year 2014-2015;

    (j) Copy of the audited accounts of the Applicant/ Transferor Company for the period ending 31stMarch, 2015 as recasted in accordance with the Companies (Indian Accounting Standards) Rules, 2015;

    (k) Copy of Audited Accounts and the Annual Report of the Applicant/ Demerged Company 2/Transferee Company for the Financial Year 2014-2015;

    (l) Copy of the audited accounts of the Applicant/ Demerged Company 2/ Transferee Company for the period ending 31stMarch, 2015 as recasted in accordance with the Companies (Indian Accounting Standards) Rules, 2015;

    (m) The Composite Scheme of Arrangement;

    (n) Copy of the extracts of the Board Resolutions of the Applicant/ Demerged Company 1/Resulting Company 2, Applicant/Resulting Company 1, Applicant/Transferor Company and the Applicant/ Demerged Company 2/Transferee Company, all dated 10th November, 2015 approving the Scheme;

    (o) Copy of the extracts from the Special Resolution of the Applicant/Resulting Company 1 and Applicant/ Demerged Company 2/ Transferee Company both dated 9th February, 2016;

    (p) Copy of Recommendation of Share Entitlement Reports dated 10thNovember, 2015 issued by Khandelia & Sharma, Chartered Accountant;

    (q) Copy of the Fairness Opinion dated 10th November, 2015 issued by SPA Capital Advisors Limited, Merchant Banker;

    (r) Copy of the Observation Letters issued by BSE Limited and NSE both dated 04th February, 2016;

    (s) Copy of the Complaints Report dated 7th December, 2015 submitted with the NSE; and

    (t) Copy of the Complaints Report dated 7th December, 2015 submitted with the BSE.

35. A copy of the Scheme and this statement may also be obtained up to one day prior to the date of the meetings at the Registered Office of the Applicant Companies between 10:00 a.m. and 1:00 p.m. on all working days (Monday to Friday).

Dated this 24th day of February, 2016.

Sd/-

Diptiman Singh, Advocate
30, Clive Road, Allahabad

Bharat Pratap Singh
(Chairperson appointed for the meeting)

COMPOSITE SCHEME OF ARRANGEMENT

UNDER SECTIONS 391 TO 394 READ WITH SECTIONS 100 TO 103 OF THE COMPANIES ACT, 1956AND/OR APPLICABLE SECTIONS OF THE COMPANIES ACT, 2013

AMONG

JINDAL SAW LIMITED ("DEMERGED COMPANY 1"/ "RESULTING COMPANY 2")

AND

JITF INFRALOGISTICS LIMITED ("RESULTING COMPANY 1")

AND

JITF SHIPYARDS LIMITED ("TRANSFER OR COMPANY")

AND

JITF WATERWAYS LIMITED ("DEMERGED COMPANY 2"/ "TRANSFEREE COMPANY")

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

INTRODUCTION

A. PREAMBLE

This Composite Scheme of Arrangement ("*Scheme*") for demerger, amalgamation and capital reduction is presented under the provisions of Sections 391 – 394 read with Sections 100 – 103 of the 1956 Act (*as defined hereinafter*) and/ or other relevant provisions of the Act (*as defined hereinafter*), for the (i) demerger of the Demerged Undertaking 1(*as defined hereinafter*) of the Demerged Company 1(*as defined hereinafter*) and vesting of the same in the Resulting Company 1(*as defined hereinafter*); (ii) the reduction of the issued and paid-up equity share capital of the Resulting Company 1 and securities premium account (if required) of the Resulting Company 1;(iii) reduction of the capital redemption reserve, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 1; (iv) transfer of a part of the authorized share capital from the Demerged Company 1 to the Resulting Company 1;(v) listing of the equity shares of Resulting Company 1 on the Stock Exchanges (*as defined hereinafter*); (vi) amalgamation of the Transferor Company (*as defined hereinafter*) with the Transferee Company (*as defined hereinafter*); (vii) the reduction of the capital reserve (if required) and the securities premium account (if required) of the Transferee Company; (viii) dissolution without winding up of the Transferor Company; (ix) transfer of the authorized share capital from the Transferor Company to the Transferee Company; (x) change in the name of the Transferee Company; (xi) demerger of the Demerged Undertaking 2 (*as defined hereinafter*) of the Demerged Company 2 (*as defined hereinafter*) and vesting of the same in the Resulting Company 2 (*as defined hereinafter*); (xii) the reduction of the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2; (xiii) the reduction of the issued and paid-up equity share capital, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2; (xiv) transfer of a part of the authorized share capital from the Demerged Company 2 to the Resulting Company 2, pursuant to the relevant provisions of the 1956 Act and/ or the provisions of the 2013 Act and the relevant provisions of this Scheme. In addition, this Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

B. RATIONALE FOR THE SCHEME

The Demerged Company 1 currently has business interests in diverse businesses such as manufacturing of steel pipes and steel pellets and infrastructure business. The management of the Demerged Company 1 believes that the business interests of the Demerged Company 1 in the Demerged Undertaking 1, which comprises of the business interests of the Demerged Company 1 in the infrastructure sector, require dedicated management focus and business strategies to develop the growth potential in the relevant business market. With a view to achieve greater management focus on its business interests in the manufacturing of steel pipes and steel pellets, the management of the Demerged Company 1 proposes to demerge its business interests in the infrastructure sector comprising of the Demerged Undertaking 1, and vest the same with the Resulting Company 1 (a wholly owned subsidiary of Demerged Company 1). The Demerged Company 1 will retain the manufacturing of steel pipes and steel pellets businesses. Further, the demerger of the Demerged Undertaking 1 and vesting of the same with Resulting Company 1 would enable the Resulting Company 1 to focus on infrastructure business and further create value for all of its stakeholders. Further, the listing of the equity shares of Resulting Company 1 on the Stock Exchanges (*as defined hereinafter*) would help the shareholders of Resulting Company 1 to unlock the value of their shares.

Pursuant to the demerger of Demerged Undertaking 1 and vesting of the same in the Resulting Company 1, the issued and paid-up equity share capital of the Resulting Company 1 would be reduced as a result of cancellation of the shares held by the Demerged Company 1 in the Resulting Company 1 and the securities premium account of the Resulting Company 1 shall be reduced (if required) to set off the accumulated accounting losses (if any) relating to the Demerged Undertaking 1 that are transferred to the Resulting Company 1 pursuant to Section I of the Scheme.

Further, pursuant to the demerger of Demerged Undertaking 1 and vesting of the same in the Resulting Company 1, the capital redemption reserve, capital reserve (if required) and the securities premium account (if required), of the Demerged Company 1 shall be reduced to set off the difference between the amount of assets and the amount of liabilities and accumulated accounting losses (if any), pertaining to the Demerged Undertaking 1 being transferred by the Demerged Company 1 pursuant to Section I of the Scheme and the amount of investment held by the Demerged Company 1 in the Resulting Company 1 and cancelled by Demerged Company 1.

Further, both the Transferor Company and the Transferee Company are engaged in waterways transportation business (consisting of ocean waterways and inland

waterways transportation). Therefore, with a view to consolidate the business interests of the Transferor Company and the Transferee Company in the waterways transportation business, the Transferee Company and the Transferor Company have decided that the Transferor Company with all its business interests including those in waterways transportation business (consisting of ocean waterways and inland waterways transportation), be amalgamated with its wholly owned subsidiary company, the Transferee Company which is also, *inter alia,* engaged in the waterways transportation business.

On a long term basis, management of the Transferee Company wishes to focus on inland waterways transportation business. Therefore, the proposed amalgamation of the Transferor Company comprising of its business interests, *inter alia,* in inland waterways transportation business with the Transferee Company would be in the best interests of the shareholders, creditors and employees of the Transferor Company and the Transferee Company and would also, *interalia,* have the following benefits:

(a) the proposed amalgamation would result in consolidation of the operations of inland waterways transportation business in the Transferee Company which will lead to synergies, reduction in operational costs and operational efficiencies in the existing operations of the inland waterways transportation business; and

(b) the proposed amalgamation would result in better growth prospects in the inland waterways transportation business.

Further, pursuant to the amalgamation of the Transferor Company with the Transferee Company, the entire share capital of the Transferee Company held by the Transferor Company would be cancelled and the Transferor Company shall stand dissolved without winding up. Further, the capital reserve (if required) and the securities premium account (if required) of the Transferee Company shall be reduced to set off the debit balance (if any) of the capital reserve created pursuant to the amalgamation of the Transferor Company with the Transferee Company and accumulated accounting losses, if any, of the Transferor Company acquired by the Transferee Company pursuant to the amalgamation of the Transferor Company with the Transferee Company.

The Demerged Company 2 is a step down wholly owned subsidiary of the Resulting Company 2, however, pursuant to the amalgamation of the Transferor Company with the Demerged Company 2/Transferee Company, the Demerged Company 2 will become a direct wholly owned subsidiary of the Resulting Company 2. Demerged Company 2 has business interests in diverse businesses such as ocean waterways, inland waterways transportation and business process outsourcing. The Resulting Company 2 operates various manufacturing and job work facilities situated in India, USA, Italy, Dubai, etc. for production and sale of finished goods. With a view to integrate the manufacturing presence of the Resulting Company 2 in India and abroad, it is imperative for the Resulting Company 2 to have its own ocean logistics support system for transit of finished goods between multiple domestic/ international locations. Therefore, the demerger of the Demerged Undertaking 2 and vesting of the same with Resulting Company 2 would not only enable the Resulting Company 2 to strengthen its ocean logistics capabilities by providing the Resulting Company 2 with efficient in-house ocean logistics facilities for the shipment of materials between various domestic/ international locations, but also insulate the Resulting Company 2 from the vagaries of third party logistic providers in the shipping industry and would thereby not only stabilize the operating costs of the Resulting Company 2 but also result in synergies and better utilisation of capabilities and resources. Further, the management of the Demerged Company 2 also believes that the demerger of the Demerged Undertaking 2 will result in better utilisation of capabilities and resources of the Demerged Undertaking 2. Since the Demerged Company 2 will become a direct wholly owned subsidiary of the Resulting Company 2 upon effectiveness of the amalgamation of the Transferor Company with the Transferee Company in accordance with Section II of the Scheme, the Demerged Company 2 there shall be no consideration payable by the Resulting Company 2 to the shareholder of the Demerged Company 2 (that is, the Resulting Company 2 itself) for the demerger of the Demerged Undertaking 2 from Demerged Company 2 and vesting of the same with the Resulting Company 2.

Pursuant to the demerger of Demerged Undertaking 2 and vesting of the same in the Resulting Company 2, the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2 shall be reduced to set off the accumulated accounting losses (if any) relating to the Demerged Undertaking 2 transferred to the Resulting Company 2 and the debit balance (if any) of the restructuring reserve account of the Resulting Company 2.

Pursuant to the demerger of Demerged Undertaking 2 and vesting of the same in the Resulting Company 2, the issued and paid-up equity share capital of the Demerged Company 2 will no longer be represented by the remaining assets of the Demerged Company 2 and accordingly the issued and paid-up equity share capital of the Demerged Company 2 shall be reduced. Further, Pursuant to the demerger of the Demerged Undertaking 2 and vesting of the same in the Resulting Company 2, the capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2 shall be reduced to set off the debit balance (if any) of the restructuring reserve account of the Demerged Company 2.

The demerger of the Demerged Undertaking 1 by the Demerged Company 1 and vesting of the same with the Resulting Company 1 and the demerger of the Demerged Undertaking 2 by the Demerged Company 2 and vesting of the same with the Resulting Company 2 (after the amalgamation of the Transferor Company with the Transferee Company (i.e. Demerged Company 2)) would be in the best interests of the shareholders, creditors and employees of the Demerged Company 1/ Resulting Company 2, the Demerged Company 2 and the Resulting Company 1 respectively, as it would result in enhancement of shareholder value, operational efficiencies and greater focus and would enable the management of each of the Demerged Company 1/ Resulting Company 2, the Demerged Company 2 and the Resulting Company 1

respectively to vigorously pursue revenue growth and expansion opportunities.

In view of the above mentioned reasons, it is considered desirable and expedient to demerge the Demerged Undertaking 1 of the Demerged Company 1 and vest the same with the Resulting Company 1,to amalgamate the Transferor Company with the Transferee Company and to demerge the Demerged Undertaking 2 of the Demerged Company 2 and vest the same with the Resulting Company 2 (after the amalgamation of the Transferor Company with the Transferee Company (i.e. Demerged Company 2)). The above mentioned demerger of the Demerged Undertaking 1 and Demerged Undertaking 2 is also in accordance with Section 2(19AA) of the IT Act (*as defined hereinafter*). The above mentioned amalgamation is also in accordance with Section 2(1B) of the IT Act.

C. PARTS OF THE SCHEME

This Scheme is divided into the following sections:

1. SECTION I

DEMERGER OF DEMERGED UNDERTAKING 1(AS DEFINED HEREINAFTER) AND VESTING OF THE SAME IN THE RESULTING COMPANY 1(AS DEFINED HEREINAFTER)

Part A deals with the Definitions and Share Capital.

Part B deals with demerger of Demerged Undertaking 1of the Demerged Company 1(*as defined hereinafter*) and vesting of the same in Resulting Company 1, in accordance with Section 2 (19AA) of the IT Act (*as defined hereinafter*) and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

Part C deals with the discharge of the consideration for the demerger of the Demerged Undertaking 1from the Demerged Company 1and vesting of the same with the Resulting Company 1, transfer of a part of the authorized share capital from the Demerged Company 1 to the Resulting Company 1, the reduction of the issued and paid-up equity share capital and securities premium account (if required) of the Resulting Company 1 and the reduction of the capital redemption reserve, capital reserve (if required) and the securities premium account (if required), of the Demerged Company 1.

Part D deals with the accounting treatment in the books of the Demerged Company 1 and the Resulting Company 1.

Part E deals with listing of the equity shares of Resulting Company 1 on the Stock Exchanges (*as defined hereinafter*).

2. SECTION II

AMALGAMATION OF THE TRANSFEROR COMPANY *(AS DEFINED HEREINAFTER)* WITH THE TRANSFEREE COMPANY *(AS DEFINED HEREINAFTER)*

Part A deals with the Definitions and Share Capital.

Part B deals with amalgamation of the Transferor Company *(as defined hereinafter)* with the Transferee Company (*as defined hereinafter*), in accordance with Section 2 (1B) of the IT Act (*as defined hereinafter*) and Sections 391 to 394 read with Sections 100-103 of the 1956 Act and/ or other relevant provisions of the Act.

Part C deals with the discharge of the consideration for the amalgamation of the Transferor Company with the Transferee Company and the reduction of the capital reserve (if required) and the securities premium account (if required) of the Transferee Company.

Part D deals with the accounting treatment in the books of the Transferee Company, dissolution without winding up of the Transferor Company, transfer of the authorized share capital from the Transferor Company to the Transferee Company and the change in the name of the Transferee Company.

3. SECTION III

DEMERGER OF DEMERGED UNDERTAKING 2 (AS DEFINED HEREINAFTER) AND VESTING OF THE SAME IN THE RESULTING COMPANY 2 (AS DEFINED HEREINAFTER)

Part A deals with the Definitions and Share Capital.

Part B deals with demerger of Demerged Undertaking 2 of the Demerged Company 2 (*as defined hereinafter*) and vesting of the same in Resulting Company 2, in accordance with Section 2 (19AA) of the IT Act and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

Part C deals with the reduction of the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2 and reduction of the issued and paid up equity share capital, capital reserve (if required) and securities premium account (if required) of the Demerged Company 2. Since the Demerged Company 2 will become a wholly owned subsidiary of the Resulting Company 2 pursuant to Section II of the Scheme, there shall be no consideration payable by the Resulting Company 2 to the shareholder of the Demerged Company 2 for the demerger of the Demerged Undertaking 2 (that is, the Resulting Company 2 itself) from Demerged Company 2 and vesting of the same with the Resulting Company 2.

Part D deals with the accounting treatment in the books of the Demerged Company 2 and the Resulting Company 2, the transfer of a part of the authorized share capital from the Demerged Company 2 to the Resulting Company 2 and issuance, if any, of compulsorily convertible debentures by the Resulting Company 2.

4. SECTION IV

Section IVdeals with the general terms and conditions applicable to the Scheme.

SCHEDULES

Schedule 1 – Description of Transferor Company

Schedule 2 – Description of Demerged Undertaking 2

SECTION I

DEMERGER OF THE DEMERGED UNDERTAKING 1 (AS DEFINED HEREINAFTER) OF THE DEMERGED COMPANY 1 (AS DEFINED HEREINAFTER) AND VESTING OF THE SAME WITH THE RESULTING COMPANY 1 (AS DEFINED HEREINAFTER)

PART A

WHEREAS:

A. **Jindal Saw Limited** (hereinafter referred to as the "*Demerged Company 1*"), is a company incorporated under

the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh- 281403. The Demerged Company 1 has business interests in diverse businesses such as the manufacturing of steel pipe and steel pellets and infrastructure businesses.

B. **JITF Infralogistics Limited** (hereinafter referred to as the **"Resulting Company 1"**), is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh - 281403.The Resulting Company 1 is a wholly owned subsidiary of the Demerged Company 1 and has been incorporated for logistics and infrastructure business.

C. In terms of Section I of this Scheme, it is now proposed, *inter alia*, to demerge the Demerged Undertaking 1*(as defined hereinafter)* of the Demerged Company 1, and vest the same with the Resulting Company 1 with effect from the Demerger Appointed Date 1 *(as defined hereinafter)*, reduce the issued and paid-up equity share capital and securities premium account (if required) of the Resulting Company 1 and reduce the capital redemption reserve, capital reserve (if required) and the securities premium account (if required), of the Demerged Company 1, pursuant to and under Sections 391 to 394 read with Section 100 – 103 of the 1956 Act and/or other relevant provisions of the Act and the rules and regulations framed thereunder and list the equity shares of Resulting Company 1 on the Stock Exchanges *(as defined hereinafter)*, in the manner provided for in Section I of the Scheme.

D. The demerger of the Demerged Undertaking 1 of the Demerged Company 1 and vesting of the same with the Resulting Company 1 pursuant to and in accordance with this Scheme shall be in accordance with Section 2(19AA) of the IT Act.

1.DEFINITIONS

For the purposes of Section I of this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings mentioned herein below:

(a) **"1956 Act"** means the Companies Act, 1956 (Act No.1 of 1956), and the rules, regulations, circulars and notifications issued thereunder, each as amended from time to time and to the extent in force.

(b) **"2013 Act"** means the Companies Act, 2013 (Act No.18 of 2013) and the rules, regulations, circulars and notifications issued thereunder, each as amended from time to time and to the extent in force.

(c) **"Act"** means the 1956 Act or the 2013 Act, as may be applicable, as amended or substituted by any statutory modification / re-enactment thereof.

(d) **"Court"** means the Hon'ble High Court of Judicature at Allahabad and shall be deemed to include, if applicable, a reference to the National Company Law Tribunal or such other forum or authority which may be vested with any of the powers of a High Court to sanction this Scheme under the Act.

(e) **"Demerged Business 1"** comprises of the business and business interests of the Demerged Company 1 in the infrastructure business *inter alia* through subsidiaries of the Demerged Company 1 engaged in the infrastructure business.

(f) **"Demerged Company 1"** shall have the meaning ascribed to it in Recital A of Section I hereto.

(g) **"Demerged Company 1 CCDs"** shall mean any outstanding zero coupon compulsorily convertible debentures having face value of Rs. 81.10 (Rupees Eighty One and Ten Paise only) issued by the Demerged Company 1 which are due for conversion into equal number of equity shares of the Demerged Company 1.

(h) **"Demerged Company 1 CCD Holders"** shall mean the holders of the Demerged Company 1 CCDs.

(i) **"Demerged Undertaking 1"** means the undertaking of the Demerged Company 1, pertaining to the Demerged Business 1, which shall be inclusive of, but not limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Demerged Company 1 pertaining to the Demerged Business 1;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Demerged Company 1 pertaining to the Demerged Business 1;

(iii) all debts, borrowings and liabilities, whether present or future, whether secured or unsecured availed by the Demerged Company 1 pertaining to the Demerged Business 1;

(iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax, tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(vii) all employees of the Demerged Company 1 employed in relation to the Demerged Business 1;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company 1 pertaining to the Demerged Business 1;

(ix) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Demerged Company 1 in connection with the Demerged Business 1; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Demerged Company 1 and pertaining to the Demerged Business 1.

(j) **"Demerger Appointed Date 1"** means the opening of business hours as on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Demerged Company 1 and the Resulting Company 1, being the time and date with effect from which Section I of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of this Scheme.

(k) **"Demerger 1 Record Date"** shall have the meaning ascribed to it in Clause 4.1 in Section I of this Scheme.

(l) **"Effective Date"** means the date on which the last of the conditions set out in Clause 1.5 of Section IV of the Scheme is satisfied.

(m) **"IT Act"** means the Income Tax Act, 1961, as amended or any statutory modification / re-enactment thereof.

(n) **"Resulting Company 1"** shall have the meaning ascribed to it in Recital B of Section I hereto.

(o) **"RoC"** means the Registrar of Companies, Uttar Pradesh.

(p) **"Scheme"** or **"Scheme of Arrangement"** means this Composite Scheme of Arrangement among the Demerged Company 1/ Resulting Company 2,the Resulting Company 1, the Demerged Company 2/ Transferor Company, the Transferee Company and their respective shareholders and creditors pursuant to the provisions of Sections 391 – 394 read with Sections 100 – 103 of 1956 Act and/or other relevant provisions of the Act.

(q) **"Stock Exchanges"** means the stock exchanges where the equity shares of the Demerged Company 1 are listed and are admitted to trading, *viz*, BSE Limited **("BSE")** and the National Stock Exchange of India Limited **("NSE")**.

(r) **"Trustee 1"** shall have the meaning ascribed to it in Clause 4.4 of Section I hereto.

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

2. SHARE CAPITAL

2.1 The share capital of the Demerged Company 1, as on September 30, 2015 was as under:

Share Capital	**Amount (Rs.)**
Authorized Capital	
Equity	
500,000,000 Equity Shares of Rs.2 each	1,000,000,000.00
Preference	
10,000,000 Redeemable Preference shares of Rs. 100 each	1,000,000,000.00
Total	**2,000,000,000.00**
Issued Capital	
304,537,881 Equity Shares of Rs. 2 each	609,075,762
Total	**609,075,762**
Subscribed and Paid-up Capital	609,067,762
304,533,881Equity Shares of Rs. 2 each	
Forfeited 4,000 Equity Shares of Rs. 2 each (Partly paid up Rs. 1 each)	4,000
Total	**Rs.609,071,762**

Allotment of 3,250 (three thousand two hundred and fifty) equity shares of face value of Rs. 2 (Rupees Two only) each has been kept in abeyance by the Demerged Company 1 pursuant to court orders.

Additionally,as on September 30, 2015, 1,52,23,486 (one crore fifty two lakhs twenty three thousand four hundred and eighty six) Demerged Company 1 CCDs issued by the Demerged Company 1 are due for conversion into equal number of equity shares of the Demerged Company 1 by April 30, 2016.

2.2 Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Demerged Company 1, there has been no change in the issued, subscribed or paid up capital of the Demerged Company 1.

2.3 The share capital of the Resulting Company 1, as on September 30, 2015 was as under:

Share Capital	**Amount (Rs.)**
Authorized Capital	
Equity	
50,000 Equity Shares of Rs.10 each	5,00,000
Total	**5,00,000**
Issued, Subscribed and Paid-up Capital	
Equity	
50,000Equity Shares of Rs.10 each	5,00,000
Total	**5,00,000**

2.4. The members of the Resulting Company 1 have vide a resolution dated November 2, 2015 resolved to sub-divide each fully paid up equity share of the Resulting Company 1 having face value of Rs. 10 (Rupees Ten only)into 5 (five) fully paid up equity shares of face value of Rs. 2 (Rupee Two only) each, with effect from November 2, 2015 and consequently, the authorized share capital of the Resulting Company 1 of Rs. 5,00,000 (Rupees Five

Lakhs only) now comprises of 2,50,000 (two lakh fifty thousand) equity shares of Rs. 2 (Rupee Two only) each and the issued, subscribed and paid-up capital of the Resulting Company 1 also comprises of 2,50,000 (two lakh fifty thousand) equity shares having face value of Rs. 2 (Rupee Two only) each. Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Resulting Company 1, there has been no change in the issued, subscribed or paid up capital of the Resulting Company 1.

PART B

3. DEMERGER OF THE DEMERGED UNDERTAKING 1 OF THE DEMERGED COMPANY 1 AND VESTING OF THE SAME WITH THE RESULTING COMPANY 1

3.1 Subject to the provisions of Section I of the Scheme in relation to the modalities of demerger and vesting, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Demerged Undertaking 1, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall demerge from the Demerged Company 1 and be transferred to and vest in the Resulting Company 1, and shall become the property of and an integral part of the Resulting Company 1subject to the existing charges and encumbrances, if any, created by the Demerged Company 1 in favour of its lenders or the lenders of its subsidiaries or group companies,by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Demerged Company 1 or the Resulting Company 1. Without prejudice to the generality of the above, in particular, the Demerged Undertaking 1 shall stand vested in the Resulting Company 1, in the manner described in sub-paragraphs (a) – (n) below:

a. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all immovable property (including land, buildings and any other immovable property) of the Demerged Company 1 in relation to the Demerged Undertaking 1, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed by the Demerged Company 1 or the Resulting Company 1. Upon Section I of the Scheme coming into effect on the Effective Date and witheffect from the Demerger Appointed Date 1, the Resulting Company 1 shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfill all obligations, in relation to or applicable to such immovable properties. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the title to the immovable properties of the Demerged Undertaking 1 shall be deemed to have been mutated and recognised as that of the Resulting Company 1 and the mere filing of the vesting order of the Court sanctioning the Scheme with the appropriate Registrar or Sub-Registrar of Assurances or with the relevant Government agencies shall suffice as record of continuing title to the immovable properties of the Demerged Undertaking 1 with the Resulting Company 1 pursuant to the Section I of the Scheme becoming effective and shall constitute a deemed mutation and substitution thereof. The Resulting Company 1shall in pursuance of the vesting order of the Court be entitled to the delivery and possession of all documents of title to such immovable property in this regard.

b. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all the assets of the Demerged Company 1 relating to the Demerged Undertaking 1 as are movable in nature and are capable of transfer by endorsement and delivery, shall stand vested in Resulting Company 1, and shall become the property and an integral part of Resulting Company 1. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical delivery or by endorsement and delivery, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly.

c. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, any and all other movable property (except those specified elsewhere in this Clause) including all sundry debts and receivables, outstanding loans and advances, if any, relating to the Demerged Undertaking 1, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with government, semi-government, local and other authorities and bodies, customers and other persons shall, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, become the property of the Resulting Company 1. Where any of the outstanding receivables attributed to the Demerged Undertaking 1have been received by the Demerged Company 1 on behalf of the Demerged Undertaking 1 after the Demerger Appointed Date 1, the same shall be deemed to have been received by the Demerged Company 1 for and on behalf of the Resulting Company 1.

d. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, relating to the Demerged Undertaking 1, whether provided for or not in the books of accounts of the Demerged Company 1 or disclosed in the balance sheet of the Demerged Undertaking 1, including general and multipurpose borrowings, if any, shall become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1 undertakes to meet, discharge and satisfy the same to the exclusion

of the Demerged Company 1. 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. However, if any lender of the Demerged Company 1 requires satisfaction of the charge over the Demerged Company 1's properties and recordal of a new charge with the Resulting Company 1, the Resulting Company 1 shall for good order and for statistical purposes, file appropriate forms with the RoC as accompanied by the sanction order or a certified copy thereof and any deed of modification or novation executed by the Resulting Company 1. Where any of the loans, liabilities and obligations attributed to the Demerged Undertaking 1 have been discharged by the Demerged Company 1 on behalf of the Demerged Undertaking 1 after the Demerger Appointed Date 1 but before the Effective Date, such discharge shall be deemed to have been done by the Demerged Company 1 for and on behalf of the Resulting Company 1.

e. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all incorporeal or intangible property of the Demerged Undertaking 1 shall stand vested in the Resulting Company 1and shall become the property and an integral part of the Resulting Company 1,by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or Resulting Company 1.

f. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all letters of intent, contracts, deeds, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking 1 of the Demerged Company 1 to which it is a party or to the benefit of which it may be entitled, shall be in full force and effect against or in favour of the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or Resulting Company 1, and may be enforced as fully and effectually as if, instead of the Demerged Company 1, the Resulting Company 1 had been a party or beneficiary or obligee thereto.

g. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all permits, grants, allotments, recommendations, rights, entitlements, licenses and registrations including relating to trademarks, logos, patents and other intellectual property rights, approvals, clearances, tenancies, privileges, powers, offices, taxes, tax credits, tax refunds, tax holidays (relating to direct or indirect tax), entitlements (including, but not limited to, credits in respect of income tax, sales tax, value added tax, turnover tax, excise duty, service tax, security transaction tax, minimum alternate tax credit and duty entitlement credit certificates etc.), facilities of every kind and description of whatsoever nature, in relation to the Demerged Undertaking 1 to which the Demerged Company 1 is a party or to the benefit of which the Demerged Company 1 may be eligible, shall be enforceable by or against the Resulting Company 1, as fully and effectually as if, instead of the Demerged Company 1, the Resulting Company 1 had been a party or beneficiary or obligee thereto, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1.

h. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, any statutory licenses, no-objection certificates, permissions, registrations (including sales tax, service tax, excise, value added tax), approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the Demerged Undertaking 1 of the Demerged Company 1 or granted to the Demerged Company 1 in relation to the Demerged Undertaking 1 shall stand vested in or transferred to the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, and shall be appropriately transferred or assigned by the concerned statutory authorities in favour of the Resulting Company 1 upon demerger of the Demerged Undertaking 1 and vesting of the same with the Resulting Company 1 pursuant to Section I of this Scheme. The benefit of all statutory and regulatory permissions, environmental approvals and consents including statutory licenses, permissions or approvals or consents required to carry on the operations of the Demerged Undertaking 1 of the Demerged Company 1 shall vest in and become available to the Resulting Company 1upon Section I of this Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1.

i. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1 shall bear the burden and the benefits of any legal or other proceedings initiated by or against the Demerged Company 1 in respect of the Demerged Undertaking 1. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, if any suit, appeal or other proceeding of whatsoever nature by or against the Demerged Company 1, in respect of the Demerged Undertaking 1, be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the demerger of Demerged Undertaking 1 or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Resulting Company 1in the same

manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Demerged Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1undertakes to have such legal or other proceedings initiated by or against the Demerged Company 1 in respect of the Demerged Undertaking 1 transferred in its name and to have the same continued, prosecuted and enforced by or against the Resulting Company 1 to the exclusion of the Demerged Company 1. The Resulting Company 1 also undertakes to handle all legal or other proceedings which may be initiated against the Demerged Undertaking 1 of the Demerged Company 1 after the Effective Date in respect of the period up to the Effective Date, in its own name and account.

j. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all persons that were employed in the Demerged Undertaking 1 immediately before such date shall become employees of the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, with the benefit of continuity of service on the same terms and conditions as were applicable to such employees immediately prior to such demerger and without any break or interruption in service. It is clarified that such employees of the Demerged Company 1forming part of the Demerged Undertaking 1that become employees of the Resulting Company 1 by virtue of this Scheme, shall continue to be governed by the terms of employment as were applicable to them immediately before such demerger and shall not be entitled to be governed by employment policies, and shall not be entitled to avail of any benefits under any scheme or settlement or otherwise that are applicable and available to any other employees of the Resulting Company 1, unless and otherwise so stated by the Resulting Company 1 in writing in respect of all employees, class of employees or any particular employee. The Resulting Company 1 undertakes to continue to abide by any agreement/ settlement, if any, entered into by the Demerged Company 1 in respect of such employees forming part of the Demerged Undertaking 1 with their respective employees/ employee unions. With regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of the Demerged Company 1 forming part of the Demerged Undertaking 1, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1 shall stand substituted for the Demerged Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing provident fund benefits, gratuity benefits and superannuation benefits or any other special benefits or obligation, if any, created or used by the Demerged Company 1 (or an affiliate of the Demerged Company 1 on behalf of the Demerged Company 1) for its employees forming part of the Demerged Undertaking 1 and being transferred to the Resulting Company 1 pursuant to this Scheme shall be continued by the Resulting Company 1 for the benefit of such employees on the same terms and conditions. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Demerged Company 1 in relation to such schemes or funds forming part of the Demerged Undertaking 1shall become those of the Resulting Company 1. Further, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Demerged Undertaking 1by the Demerged Company 1 shall be continued/continue to operate against the relevant employee and shall be enforced by the Resulting Company 1, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1.

k. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all direct and indirect taxes, duties and cess (such as income tax, service tax, security transaction tax, value added tax, minimum alternate tax, advance tax, excise tax etc. or any other like payments made by the Demerged Company 1 to any statutory authorities) or other collections made by the Demerged Company 1 in relation to the Demerged Undertaking 1 and relating to the period after the Demerger Appointed Date 1 up to the Effective Date, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Resulting Company 1, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1. Further, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all deduction otherwise admissible to Demerged Company 1 pertaining to Demerged Undertaking 1 including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as under Section 43B, Section 40, Section 40A etc. of the IT Act) shall be eligible for deduction to the Resulting Company 1 upon fulfilment of the required conditions under the IT Act. Further, the Resulting Company 1 shall be entitled to claim credit for taxes deducted at source/ paid against its tax/ duty liabilities/ minimum alternate tax, advance tax, service tax, value added tax liability etc., notwithstanding the certificates/ challans or other documents for payment of such taxes/duties, as the case may be, being in the name of the Demerged Company 1.

l. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all taxes payable by the Demerged Company 1 in relation to the Demerged Undertaking 1 including all or any refunds of claims shall be treated as the tax liability or refunds/claims as the case may be, of the Resulting Company 1, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, and the Resulting Company 1 shall be entitled to file/revise its statutory returns and related tax payment certificates and to claim refunds and advance tax credits as may be required consequent to the implementation of the Scheme; and all tax compliances under applicable laws by the Demerged Company 1 shall be deemed to have been undertaken by the Resulting Company 1.

m. The Resulting Company 1 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, including any forms or depository instructions, with any party to any contract or arrangement in relation to the Demerged Undertaking 1to which the Demerged Company 1 is a party, in order to give formal effect to the above provisions. The Resulting Company 1shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writing on behalf of the Demerged Company 1 and to carry out or perform all such formalities or compliances referred to above on behalf of the Demerged Company 1.

n. With effect from the Demerger Appointed Date 1 and upto and including the Effective Date:

(i) the Demerged Company 1 shall carry on and be deemed to have been carrying on all the business and activities of the Demerged Undertaking 1 for and on behalf of and in trust for the Resulting Company 1.

(ii) All profits / losses accruing to the Demerged Company 1 in relation to the Demerged Undertaking 1 and all taxes thereon arising or incurred by it, in relation to the Demerged Undertaking 1 shall, for all purposes, be treated as the profits, losses or taxes as the case may be, of the Resulting Company 1.

(iii) All accretions and depletions in relation to the Demerged Undertaking 1 shall be for and on account of the Resulting Company 1.

PART C

4. CONSIDERATION

4.1 Upon Section I of the Scheme coming into effect on the Effective Date and upon the demerger of the Demerged Undertaking 1 and vesting of the same with the Resulting Company 1, the board of directors of the Demerged Company 1, in consultation with the board of directors of the Resulting Company 1, shall determine a record date, being a date on or subsequent to the Effective Date ("**Demerger1Record Date**") for the allotment of fully paid-up equity shares of face value of Rs. 2(Rupees Two only) each of the Resulting Company 1 to the equity shareholders of the Demerged Company 1 as on the Demerger 1Record Date.

4.2 The entitlement ratio stated in Clauses 4.3 and 4.6of Part C of Section I of this Scheme has been determined by the respective boards of directors of the Demerged Company 1 and the Resulting Company 1 or committees thereof based on their independent judgment after taking into consideration the valuation report provided by Khandelia & Sharma, chartered accountants and the fairness opinion provided by merchant banker, SPA Capital Advisors Limited.

4.3 The respective boards of directors of the Demerged Company 1 and the Resulting Company 1 or committees thereof have determined the share entitlement ratio such that for every 622 (six hundred and twenty two) equity shares of face value of Rs. 2(Rupees Two only) each held in the Demerged Company 1 as on the Demerger 1 Record Date, the equity shareholders of the Demerged Company 1 shall be issued 50 (fifty) equity share of face value of Rs. 2(Rupees Two only) each credited as fully paid-up in the Resulting Company 1. Accordingly, a total of 2,44,79,954 (two crores forty four lakhs seventy nine thousand nine hundred and fifty four) new equity shares of face value of Rs. 2(Rupees Two only) each will be issued by the Resulting Company 1 (assuming that the Demerged Company 1 CCDs have not been converted prior to the Demerger 1 Record Date). In the event, the Demerged Company 1 CCDs are converted into equity shares of the Resulting Company 1 prior to the Demerged 1 Record Date the total number of equity shares to be issued by the Resulting Company 1 shall increase to upto 2,57,03,706 (two crores fifty seven lakhs three thousand seven hundred and six) equity shares of face value Rs. 2 (Rupees Two only) each depending upon the number of Demerged Company 1 CCDs actually converted prior to the Demerger 1 Record Date. The Resulting Company1 shall, without any further act, instrument or deed, issue and allot to every equity shareholder of the Demerged Company 1 as on the Demerger 1 Record Date, the requisite number of equity shares in the Resulting Company 1. The said equity shares in the Resulting Company1 to be issued to the equity shareholders of the Demerged Company 1 pursuant to this Clause shall rank *pari passu* in all respects with the existing equity shares of the Resulting Company.

4.4 It is hereby clarified that no equity shares shall be issued by the Resulting Company 1 to any equity shareholder of the Demerged Company 1in respect of fractional entitlements, if any, as on the Demerger 1Record Date, of such equity shareholder at the time of issue and allotment of such equity shares by the Resulting Company 1. The board of directors of the Resulting Company 1 shall instead consolidate all such fractional entitlements, (ignoring any fraction remaining after such consolidation), and thereupon shall issue and allot equity shares in lieu thereof to a director or officer of the Resulting Company 1 or such other person as the board of directors of the Resulting Company 1 shall appoint in this behalf ("**Trustee 1**") who shall hold such equity shares in trust for all such equity shareholders of the Demerged Company 1 who are entitled to such fractional balances, with the express understanding that such Trustee 1, shall be bound by the express understanding to cause the sale of such shares at such time(s), at such price(s) and to such person(s) as the directors or officers of Resulting Company 1 or Trustee 1 may deem fit and the net sale proceeds thereof, deposited with the Resulting Company 1 (i.e., after deduction therefrom of expenses incurred in connection with the sale), shall be

distributed by the Resulting Company 1 to the relevant equity shareholders in proportion to their respective fractional entitlements.

4.5 As stated in Clause 2.1 of Section I of the Scheme, allotment of 3,250 (three thousand two hundred and fifty) equity shares of face value of Rs. 2 (Rupees Two only) each has been kept in abeyance by the Demerged Company 1 pursuant to court orders. Accordingly, the equity shares to be issued by the Resulting Company 1 in relation to 3,250 (three thousand two hundred and fifty) equity shares kept in abeyance by the Demerged Company 1, in accordance with the entitlement ratio stated in Clause 4.3 of Part C of Section I of this Scheme, shall also be kept in abeyance by the Resulting Company 1 and shall be allotted in accordance with the directions of the court.

4.6 Upon Section I of the Scheme coming into effect on the Effective Date and upon the demerger of the Demerged Undertaking 1 and vesting of the same with the Resulting Company 1, if there are any outstanding Demerged Company 1 CCDs in the Demerged Company 1 as on the Demerger 1Record Date, the Resulting Company 1 shall, without any further act, instrument or deed, issue and allot to each Demerged Company 1 CCD Holder as on the Demerger 1 Record Date, 50 (fifty) zero coupon compulsorily convertible debentures having face value of Rs. 81.10 (Rupees Eighty One and Ten Paise only) each as fully paid up for every 622 (six hundred and twenty two) Demerged Company 1 CCDs held by such Demerged Company CCD Holder, on the same terms and conditions as are applicable to the Demerged Company 1 CCDs.

4.7 On the approval of Section I of the Scheme by the members of the Resulting Company 1 pursuant to Section 391-394 of the 1956 Act and/or the relevant provisions of the Act, if applicable, it shall be deemed that the said members have also accorded their consent under Sections 42 and 62(1)(c) and 71 of the 2013 Act and/or any other applicable provisions of the Act and rules and regulations framed thereunder as may be applicable for the aforesaid issuance of equity shares/ compulsorily convertible debentures of the Resulting Company 1 to the equity shareholders of the Demerged Company 1/ Demerged Company 1 CCD Holders (as the case may be), and no further resolution or actions shall be required to be undertaken by the Resulting Company 1 under Sections 42 or 62(1)(c) or 71 of the 2013 Act or any other applicable provisions of the Act and rules and regulations framed thereunder, including, *inter alia*, issue of a letter of offer.

4.8 In terms of Clauses 4.1 and 4.3 of Part C of Section I of this Scheme, upon Section I of this Scheme coming into effect on the Effective Date and upon demerger of the Demerged Undertaking 1 and vesting of the same with the Resulting Company 1, the Resulting Company 1 shall issue and allot fully paid-up equity shares of the Resulting Company 1 to the equity shareholders of the Demerged Company 1, as on the Demerger 1Record Date. The authorised equity share capital of the Resulting Company 1 is required to be adequately enhanced to accommodate the increase in the paid-up equity share capital of the Resulting Company 1 on account of issuance and allotment of fully paid-up equity shares of the Resulting Company 1 to the equity shareholders of the Demerged Company 1, as on the Demerger 1 Record Date. Further, the Resulting Company 1 shall also be required to issue and allot equity shares to the Demerged Company 1 CCD Holders upon conversion of the Demerged Company 1 CCDs in accordance with the terms and conditions as are applicable to the Demerged Company 1 CCDs. The authorised equity share capital of the Resulting Company 1 is therefore, also required to be adequately enhanced to accommodate the increase in the paid-up equity share capital of the Resulting Company 1 on account of issuance and allotment of equity shares to the Demerged Company 1 CCD Holders upon conversion of the Demerged Company 1 CCDs in accordance with the terms and conditions as are applicable to the Demerged Company 1 CCDs. Therefore, as an integral part of the Scheme and upon the effectiveness of Section I of the Scheme, an amount of Rs. 15,00,00,000 (Rupees Fifteen Crores only) shall stand transferred from the authorized equity share capital of the Demerged Company 1 to the authorized equity share capital of the Resulting Company 1 and upon transfer of the amount of Rs. 15,00,00,000 (Rupees Fifteen Crores only) from the authorized equity share capital of the Demerged Company 1 to the authorized equity share capital of the Resulting Company 1, the authorized share capital of the Resulting Company 1 as set out in Clause 2.3 of Section I of the Scheme herein above shall stand enhanced to Rs. 15,05,00,000 (Rupees Fifteen Crores and Five Lakhs only) divided into 7,52,50,000 (seven crores fifty two lakhs and fifty thousand) equity shares of face value of Rs. 2 (Rupees Two only) each, without any further act, instrument or deed by the Resulting Company 1 and without any liability for payment of any additional fees or stamp duty in respect of such increase as the stamp duty and fees has already been paid by Demerged Company 1 on such authorized equity share capital, the benefit of which stands vested in the Resulting Company 1 pursuant to the Scheme becoming effective on the Effective Date. Subsequent to enhancement of the authorized equity share capital of the Resulting Company 1 as contemplated herein, the authorized share capital clause of the Memorandum of Association (Clause V) of the Resulting Company 1 shall stand modified and read as follows:

"*The Authorised Share Capital of the Company is Rs. 15,05,00,000 (Rupees Fifteen Crores and Five Lakh*s only) divided *into 7,52,50,000 (seven crores fifty two lakhs and fifty thousand) equity shares of Rs. 2 (Rupees Two only) each.*"

4.9 It is hereby clarified that for the purposes of Clause 4.8of Section I of the Scheme, the consent of the shareholders of the Resulting Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment and increase in the authorised share capital of the Resulting Company 1, and no further resolutions or actions under Sections 13 and/or 61 of the 2013 Act and/ or any other applicable provisions of the Act would be required to be separately passed or taken. However, the Resulting Company 1 shall make the requisite filings with the RoC for the increase in its authorised share capital in the manner set out in Clause 4.8 of Section I of the Scheme.

5. REDUCTION OF THE CAPITAL REDEMPTION RESERVE, CAPITAL RESERVE AND THE SECURITIES PREMIUM ACCOUNT OF THE DEMERGED COMPANY 1 AND REDUCTION IN THE ISSUED AND PAID UP EQUITY SHARE CAPITAL

AND SECURITIES PREMIUM ACCOUNT OF THE RESULTING COMPANY 1

5.1. Upon Section I of the Scheme coming into effect on the Effective Date, the difference between the amount of assets, liabilities and accumulated accounting losses (if any), pertaining to the Demerged Undertaking 1 being transferred by the Demerged Company 1 pursuant to Section I of the Scheme, and the amount of investment held by the Demerged Company 1 in the Resulting Company 1 and cancelled by Demerged Company 1, shall be first adjusted against the capital redemption reserve of the Demerged Company 1 and then against the capital reserve of the Demerged Company 1and the balance, if any, shall be adjusted against the securities premium account of the Demerged Company 1 and to the extent of such adjustment, the capital redemption reserve, the capital reserve and the securities premium account of the Demerged Company 1 shall stand reduced without any further act or deed on the part of the Demerged Company 1. The reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 and 55(2)of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Demerged Company 1 and without any approval or acknowledgement of any third party. The reduction in the capital reserve of the Demerged Company 1 shall be effected as an integral part of the Scheme in accordance with the applicable provisions of Act without any further act or deed on the part of the Demerged Company 1 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 and 55(2)of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such the reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1. It is hereby clarified that the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, as the case may be) would not be applicable to the reduction in the capital reserve of the Demerged Company 1. The aforesaid reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1 would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1, the Demerged Company 1 shall not be required to add "And Reduced" as suffix to its name.

5.2. It is expressly clarified that for the purposes of Clause 5 of Section I of the Scheme, the consent of the shareholders of the Demerged Company 1 to the Scheme and the consent of the secured and unsecured creditors of the Demerged Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1 and no further resolution and/or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.

5.3. The reduction of the capital redemption reserve and the securities premium account of the Demerged Company 1 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Demerged Company 1 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the capital redemption reserve and the securities premium account of the Demerged Company 1 as altered by the order and the amount of reduction in capital redemption reserve and the securities premium account of the Demerged Company 1.

5.4. The reduction of the capital redemption reserve and the securities premium account of the Demerged Company 1 shall become effective as set out in Clause 5.3 of Section I of the Scheme and shall be conditional upon Section I of the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date 1. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the capital redemption reserve, capital reserve and the securities premium account of the Demerged Company 1, as set out in this Clause 5 of Section I of the Scheme shall not become effective and shall be deemed to be redundant.

5.5. Upon Section I of the Scheme coming into effect on the Effective Date and immediately after issuance of the equity shares of the Resulting Company 1 to the equity shareholders of the Demerged Company 1, 2,50,000 (two lakhs and fifty thousand) equity shares of the Resulting Company 1 having face value of Rs. 2 (Rupees Two only) each held by the Demerged Company 1 comprising 100% (One Hundred per cent) of the total issued and paid-up equity share capital of the Resulting Company 1 as on the Effective Date shall stand cancelled without any further act or deed on the part of the Resulting Company 1. The reduction in the issued and paid-up equity share capital of the Resulting Company 1 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Resulting Company 1 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under

Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such reduction. The aforesaid reduction would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the issued and paid-up equity share capital of the Resulting Company 1, the Resulting Company 1 shall not be required to add "And Reduced" as suffix to its name.

5.6. It is expressly clarified that for the purposes of this Clause 5 of Section I of the Scheme, the consent of the shareholders and the secured and unsecured creditors of the Resulting Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above reorganization in the issued and paid-up equity share capital of the Resulting Company 1 resulting in a reduction in the equity share capital of the Resulting Company 1, and no further resolution and/or action under Section 100 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/or any other applicable provisions of the Act would be required to be separately passed or taken.

5.7. The reduction of the issued and paid-up equity share capital of the Resulting Company 1 as contemplated in this Clause 5 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(5) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder, pursuant to the filing of the order of the Court sanctioning the aforesaid capital reduction by the Resulting Company 1 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, if any, showing, with respect to the issued and paid-up equity share capital of the Resulting Company 1 as altered by the order, (a) the amount of issued and paid-up equity share capital; (b) the number of shares into which it is to be divided; (c) the amount of each share; and (d) the amount, if any, deemed to be paid-up on each share at the date of registration of the aforesaid minute and order by the RoC. Such reduction in the issued and paid-up equity share capital of the Resulting Company 1 as contemplated in this Clause 5 of Section I of the Scheme shall be conditional upon Section I of this Scheme becoming effective on the Effective Date. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reduction of issued and paid-up equity share capital as set out in this Clause 5 of Section I of the Scheme shall not become effective and shall be deemed to be redundant.

5.8. Upon Section I of the Scheme coming into effect on the Effective Date and after giving effect to Clauses 6.1(c) and (e) of Section I of the Scheme, the accumulated accounting losses (if any) relating to the Demerged Undertaking 1 that have been transferred to the Resulting Company 1 pursuant to Section I of the Scheme, shall be adjusted against the securities premium account of the Resulting Company 1 and to the extent of such adjustment, the securities premium account of the Resulting Company 1 shall stand reduced without any further act or deed on the part of the Resulting Company 1. The reduction in the securities premium account of the Resulting Company 1 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Resulting Company 1 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such the reduction in the securities premium account of the Resulting Company 1. The aforesaid reduction in the securities premium account of the Resulting Company 1 would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the securities premium account of the Resulting Company 1, the Resulting Company 1 shall not be required to add "And Reduced" as suffix to its name.

5.9. It is expressly clarified that for the purposes of Clause 5 of Section I of the Scheme, the consent of the shareholders of the Resulting Company 1 to the Scheme and the consent of the secured and unsecured creditors of the Resulting Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the securities premium account of the Resulting Company 1 and no further resolution and/ or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.

5.10. The reduction of the securities premium account of the Resulting Company 1 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Resulting Company 1 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the securities premium account of the Resulting Company 1 as altered by the order and the amount of reduction in the securities premium account of the Resulting Company 1.

5.11. The reduction of the securities premium account of the Resulting Company 1 shall become effective as set out in Clause 5.10of Section I of the Scheme and shall be conditional upon Section I of the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date 1 and shall take place after giving effect to Clauses 6.1(c) and (e) of Section I of the

Scheme. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the securities premium account of the Resulting Company 1 as set out in this Clause 5 of Section I of the Scheme shall not become effective and shall be deemed to be redundant.

PART D

6. ACCOUNTING TREATMENT

6.1. Treatment in the books of Resulting Company 1

Pursuant to Section I of the Scheme coming into effect on the Effective Date with effect from the Demerger Appointed Date 1, the Resulting Company 1 shall account for the demerger and vesting of the Demerged Undertaking 1 with the Resulting Company 1 in its books of accounts in accordance with the Indian Generally Accepted Accounting Principles followed by the Resulting Company 1 on the Effective Date, in the following manner:

(a) The assets, liabilities and accumulated accounting losses (if any) transferred to and vested in the Resulting Company 1 pursuant to this Section I of the Scheme, shall be recorded in the books of account of the Resulting Company 1 at the book values of the respective assets and liabilities and accumulated accounting losses (if any) as recorded in the books of account of the Demerged Company 1 as on the Demerger Appointed Date 1.

(b) The Resulting Company 1 shall credit its issued and paid-up equity share capital account with the aggregate face value of the equity shares issued to the shareholders of Demerged Company 1 pursuant to Clause 4 of Part C of Section I of this Scheme.

(c) The amount of difference in the net asset value (asset minus liabilities), and the accumulated accounting losses (if any), relating to of the Demerged Undertaking 1 transferred to the Resulting Company 1 pursuant to Section I of this Scheme and the amount of the equity share capital issued by the Resulting Company 1 pursuant to Clause 4 of Section I of the Scheme, shall also be credited to the securities premium account of the Resulting Company 1.

(d) Accumulated accounting losses, if any, relating to the Demerged Undertaking 1 transferred to Resulting Company 1 pursuant to Section I of the Scheme shall be adjusted, after giving effect to Clauses 6.1 (c) and (e) of Section I of the Scheme, in the manner as set out in Clauses 5.8 to 5.11 of Section I of the Scheme.

(e) Upon cancellation of the shares of the Resulting Company 1 held by the Demerged Company 1 in accordance with Clauses 5.5 to 5.7 of Section I of this Scheme, the amount of the issued and paid-up equity share capital of the Resulting Company 1 so reduced shall be credited to the securities premium account of the Resulting Company 1.

(f) Any matter not dealt with in this Clause 6.1 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Resulting Company 1 on the Effective Date.

6.2. Treatment in the books of the Demerged Company 1

Pursuant to Section I of the Scheme coming into effect on the Effective Date with effect from the Demerger Appointed Date 1, the Demerged Company 1 shall account for the demerger and vesting of the Demerged Undertaking 1 with the Resulting Company 1 in its books of accounts in accordance with Indian Generally Accepted Accounting Principles followed by the Demerged Company 1 on the Effective Date, in the following manner:

(a) The respective book values of the assets, liabilities and accumulated accounting losses (if any) of the Demerged Undertaking 1 shall be reduced in the books of accounts of the Demerged Company 1 in compliance with the applicable accounting standards.

(b) The difference between the amount of assets, liabilities and accumulated accounting losses (if any) pertaining to the Demerged Undertaking 1 transferred pursuant to Section I of the Scheme shall be adjusted in the manner set out in Clauses 5.1 to 5.4 of Section I of this Scheme.

(c) The amount of investments held by Demerged Company 1 in the Resulting Company 1 shall be written off in the manner set out in Clauses 5.1 to 5.4 of Section I of the Scheme.

(d) Any matter not dealt with in this Clause 6.2 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Demerged Company 1 on the Effective Date.

PART E

7. LISTING OF THE RESULTING COMPANY 1

7.1 The Resulting Company 1 shall, subject to compliance with applicable laws, rules, circulars and notifications, including, *inter alia*, the applicable provisions of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013, as modified by SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013, as amended from time to time, make an application for listing and trading of its equity shares on the Stock Exchanges.

7.2 The Stock Exchanges, shall list the equity shares of the Resulting Company 1, in accordance with applicable laws, rules, circulars and notifications, including, *inter alia*, the applicable provisions of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013, as modified by SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013 as amended from time to time.

7.3 New equity shares allotted to the shareholders of the Demerged Company 1 in the Resulting Company 1 pursuant to Section I of the Scheme shall remain frozen in the depositories system until listing/ trading permission for the equity shares of the Resulting Company 1 is granted by the Stock Exchanges. Between the Demerger 1 Record Date and the date of listing of the equity shares of the Resulting Company 1 with the Stock Exchanges, there shall be no change in the shareholding pattern or control of the Resulting Company 1 other than as contemplated in this Scheme.

7.4 The equity shares of the Resulting Company 1, issued in lieu of the locked-in equity shares of the Demerged Company 1, shall be subject to lock-in for the remainder of the lock-in period as applicable under applicable laws.

SECTION II

AMALGAMATION OF THE TRANSFEROR COMPANY (AS DEFINED HEREINAFTER) WITH THE TRANSFEREE COMPANY (AS DEFINED HEREINAFTER).

PART A

WHEREAS:

A. **JITF Shipyards Limited** (hereinafter referred to as the "**Transferor Company**"), is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh - 281403. The Transferor Company is a wholly owned subsidiary of Demerged Company 1. The description of the Transferor Company is more particularly set out in **Schedule 1** hereto.

B. **JITF Waterways Limited** (hereinafter referred to as the "**Transferee Company**"), is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh- 281403. The Transferee Company has diverse business interests in the ocean waterways and inland waterways transportation businesses and is a wholly owned subsidiary of the Transferor Company.

C. In terms of Section II of this Scheme, it is now proposed, *inter alia*, to amalgamate the Transferor Company with the Transferee Company, on the Amalgamation Appointed Date (*as defined hereinafter*), reduce the capital reserve (if required) and the securities premium account (if required) of the Transferee Company, dissolution without winding up of the Transferor Company and change the name of the Transferee Company, pursuant to and under Sections 391 to 394 read with Sections 100- 103 of the 1956 Act and other relevant provisions of the Act, in the manner provided for in Section II of the Scheme.

D. The amalgamation of the Transferor Company with the Transferee Company pursuant to and in accordance with this Scheme shall be in accordance with Section 2(1B) of the IT Act.

1.DEFINITIONS

For the purposes of Section II of this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings mentioned herein below:

(a) **"Amalgamation Appointed Date"** means the opening of business hours on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Transferor Company and the Transferee Company, being the time and date with effect from which Section II of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of the Scheme.

(b) **"Amalgamation Record Date"** shall have the meaning ascribed to it in Clause 4.1 of Section II of the Scheme.

(c) **"Transferor Company"** shall have the meaning ascribed to it in Recital A of Section II hereto and shall include but not be limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Transferor Company, including without limitation, the fixed assets listed in of **Schedule 1** hereto;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Transferor Company;

(iii) all debts, borrowings and liabilities (including the Transferor Company CCDs, if any), whether present or future, whether secured or unsecured availed by the Transferor Company;

(iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax, tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Transferor Company;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Transferor Company;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Transferor Company;

(vii) all employees of the Transferor Company;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Transferor Company;

(ix) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Transferor Company; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Transferor Company.

(d) **"Transferor Company CCDs"** shall mean any outstanding compulsorily convertible debentures issued by the Transferor Company having coupon rate of 9.25% (nine point two five percent) and having face value of Rs. 10,00,00,000 (Rupees Ten Crores only) each.

(e) **"Transferor Company CCD Holders"** shall mean the holders of the Transferor Company CCDs.

(f) **"Transferee Company"** shall have the meaning ascribed to it in Recital B of Section II hereto.

(g) **"Trustee 2"** shall have the meaning ascribed to it in Clause 4.4 of Section II hereto.

The expressions, which are used in this Section II of the Scheme and not defined in Section II shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under Section I, Section III and Section IV of the Scheme or in the absence thereof, the Act, the IT Act, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, guidelines, circulars, as the case may be, including any statutory modification or re-enactment thereof, from time to time.

2. SHARE CAPITAL

2.1. The share capital of the Transferee Company, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
Authorized Capital **Equity** 210,000,000 Equity Shares of Rs.10 each	2,100,000,000
Total	2,100,000,000
Issued, Subscribed and Paid-up Capital 20,44,79,356 Equity Shares of Rs.10 each	2,044,793,560
Total	**2,044,793,560**

2.2. Subsequent to the above date and till the date of the Scheme being approved by the board of directors of the Transferee Company, there has been no change in the issued, subscribed or paid up capital of the Transferee Company.

2.3. The share capital of the Transferor Company, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
Authorized Capital **Equity** 80,000,000 Equity Shares of Rs.10 each	800,000,000
Total	**800,000,000**
Issued, Subscribed and Paid-up Capital 5,630,000 Equity Shares of Rs.10 each	56,300,000
Total	**56,300,000**

Additionally, 20 (twenty) Transferor Company CCDs having face value of Rs. 10,00,00,000 (Rupees Ten Crores only) each, were issued and allotted by the Transferor Company on October 20, 2015 which are due for conversion into equity shares of the Transferor Company at a mutually agreed conversion price and/ or the fair value of the shares as determined by a reputed merchant banker, by April 12, 2016.

2.4. Subsequent to the above date and till the date of the Scheme being approved by the board of directors of the Transferor Company, there has been no change in the issued, subscribed or paid up capital of the Transferor Company except for the increase in issued, subscribed and paid up share capital of the Transferor Company from Rs. 56,30,000 (Rupees Fifty Six Lakhs and Thirty Thousand only) to Rs. 75,76,86,530 (Rupees Seventy Five Crores Seventy Six Lakhs Eighty Six Thousand Five Hundred and Thirty only) by allotment of equity shares of 7,57,68,653 (seven crores fifty seven lakhs sixty eight thousand six hundred and fifty three only) of Rs. 10 (Rupees Ten only) each, on October 21, 2015.

PART B

3. AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

3.1 Subject to the provisions of Section II of the Scheme in relation to the modalities of amalgamation, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferor Company, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall amalgamate with the Transferee Company, and shall become the property of and an integral part of the Transferee Company subject to the existing charges and encumbrances, if any, created by the Transferor Company in favour of its lenders or the lenders of its subsidiaries or group companies, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Transferor Company or the Transferee Company. Without prejudice to the generality of the above, in particular, the Transferor Company shall stand amalgamated with the Transferee Company, in the manner described in sub-paragraphs (a) – (n) below:

a. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all immovable property (including land, buildings and any other immovable property) of the Transferor Company, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed done by the Transferor Company or the Transferee Company. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfill all obligations, in relation to or applicable to such immovable properties. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the title to the immovable properties of the Transferor Company shall be deemed to have been mutated and recognised as that of the Transferee Company and the mere filing thereof with the appropriate Registrar or Sub-Registrar of Assurances or with the relevant Government agencies shall suffice as record of continuing titles with the Transferee Company pursuant to the Section II of the Scheme becoming effective and shall constitute a deemed mutation and substitution thereof. The Transferee Company shall in pursuance of the vesting order of the Court be entitled to the delivery and possession of all documents of title to such immovable property in this regard.

b. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all the assets of the Transferor Company as are movable in nature and/ or are capable of transfer by endorsement and

delivery, shall stand vested in Transferee Company, and shall become the property and an integral part of Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical delivery or by endorsement and delivery, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly.

c. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, any and all other movable property (except those specified elsewhere in this Clause) including all sundry debts and receivables, outstanding loans and advances, if any, relating to the Transferor Company, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with government, semi-government, local and other authorities and bodies, customers and other persons shall, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company become the property of the Transferee Company. Where any of the outstanding receivables attributed to the Transferor Company have been received by the Transferor Company after the Amalgamation Appointed Date, the same shall be deemed to have been received by the Transferor Company for and on behalf of the Transferee Company.

d. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all debts, borrowings, liabilities (including the Transferor Company CCDs, if any), contingent liabilities, duties and obligations, secured or unsecured, relating to the Transferor Company, whether provided for or not in the books of accounts of the Transferor Company or disclosed in the balance sheet of such Transferor Company, shall become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company undertakes to meet, discharge and satisfy the same to the exclusion of the Transferor Company. 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. However, if any lender of the Transferor Company requires satisfaction of the charge over the Transferor Company's properties and recordal of a new charge with the Transferee Company, the Transferee Company shall for good order and for statistical purposes, file appropriate forms with the RoC as accompanied by the sanction order or a certified copy thereof and any deed of modification or novation executed by the Transferee Company. Where any of the loans, liabilities and obligations attributed to the Transferor Company have been discharged by the Transferor Company after the Amalgamation Appointed Date but before the Effective Date, such discharge shall be deemed to have been done by the Transferor Company for and on behalf of the Transferee Company.

e. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all incorporeal or intangible property of the Transferor Company shall stand vested in the Transferee Companyand shall become the property and an integral part of the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or Transferee Company.

f. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all letters of intent, contracts, deeds, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Company to which it is a party or to the benefit of which it may be entitled, shall be in full force and effect against or in favour of the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

g. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all permits, grants, allotments, recommendations, rights, entitlements, licenses and registrations including relating to trademarks, logos, patents and other intellectual property rights, approvals, clearances, tenancies, privileges, powers, offices, taxes, tax credits, tax refunds, tax holidays (relating to direct or indirect tax), entitlements (including, but not limited to, credits in respect of income tax, sales tax, value added tax, turnover tax, excise duty, service tax, security transaction tax, minimum alternate tax credit and duty entitlement credit certificates etc.), facilities of every kind and description of whatsoever nature, in relation to the Transferor Company to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, shall be enforceable by or against the Transferee Company, as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transfer or Company or the Transferee Company.

h. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, any statutory licenses, no-objection certificates, permissions, registrations (including sales tax, service tax, excise, value added tax), approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the

Transferor Company or granted to the Transferor Company shall stand vested in or transferred to the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, and shall be appropriately transferred or assigned by the concerned statutory authorities in favour of Transferee Company upon amalgamation of the Transferor Company with the Transferee Company pursuant to Section II of this Scheme. The benefit of all statutory and regulatory permissions, environmental approvals and consents including statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company upon Section II of this Scheme, coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company.

i. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company shall bear the burden and the benefits of any legal or other proceedings initiated by or against the Transferor Company. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, if any suit, appeal or other proceeding of whatsoever nature by or against the Transferor Company, be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the amalgamation of Transferor Company or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, as if this Scheme had not been made. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company undertakes to have such legal or other proceedings initiated by or against the Transferor Company transferred in its name and to have the same continued, prosecuted and enforced by or against the Transferee Company. The Transferee Company also undertakes to handle all legal or other proceedings which may be initiated against the Transferor Company after the Effective Date in respect of the period up to the Effective Date, in its own name and account and further undertakes to pay all amounts including interest, penalties, damages, etc. which the Transferor Company may be called upon to pay or secure in respect of any liability or obligation relating to the Transferor Company for the period up to the Effective Date.

j. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all persons that were employed in the Transferor Company immediately before such date shall become employees of the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, with the benefit of continuity of service on the same terms and conditions as were applicable to such employees immediately prior to such amalgamation and without any break or interruption in service. It is clarified that such employees of the Transferor Company that become employees of the Transferee Company by virtue of this Scheme, shall continue to be governed by the terms of employment as were applicable to them immediately before such amalgamation and shall not be entitled to be governed by employment policies, and shall not be entitled to avail of any benefits under any scheme or settlement or otherwise that are applicable and available to any other employees of the Transferee Company, unless and otherwise so stated by the Transferee Company in writing in respect of all employees, class of employees or any particular employee. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into by the Transferor Company in respect of such employees with their respective employees / employee unions. With regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of the Transferor Company, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company shall stand substituted for the Transferor Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing provident fund benefits, gratuity benefits and superannuation benefits or any other special benefits or obligation, if any, created or used by the Transferor Company (or an affiliate of the Transferor Company on behalf of the Transferor Company) for its employees being transferred to the Transferee Company pursuant to this Scheme shall be continued by the Transferee Company for the benefit of such employees on the same terms and conditions. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such schemes or funds shall become those of the Transferee Company. Further, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee by the Transferor Company shall be continued/continue to operate against the relevant employee and shall be enforced by the Transferee Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company.

k. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all direct and indirect taxes, duties and cess (such as income tax, service tax, security transaction tax, value added tax, minimum alternate tax, advance tax, excise tax etc. or any other like payments made by the Transferor Company to any statutory authorities), or other collections made by the Transferor Company and relating to the period after the Amalgamation Appointed Date up to the Effective Date, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Transferee Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company. Further, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all deduction otherwise admissible to Transferor Company including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as under Section 43B, Section 40, Section 40A etc. of the IT Act) shall be eligible for deduction to the Transferee Company upon fulfilment of the required conditions under the IT Act. Further, the Transferee Company shall be entitled to claim credit for taxes deducted at source/ paid against its tax/ duty liabilities/ minimum alternate tax, advance tax, service tax, value added tax liability etc., notwithstanding the certificates/ challans or other documents for payment of such taxes/duties, as the case may be, being in the name of the Transferor Company.

l. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all taxes payable by the Transferor Company including all or any refunds of claims shall be treated as the tax liability or refunds/claims as the case may be, of the Transferee Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company, and the Transferee Company shall be entitled to file/revise its statutory returns and related tax payment certificates and to claim refunds and advance tax credits as may be required consequent to the implementation of the Scheme, and all tax compliances under applicable laws by the Transferor Company shall be deemed to have been undertaken by the Transferee Company.

m. The Transferee 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 other writings or arrangements including any forms or depository instructions, with any party to any contract or arrangement in relation to the Transferor Company to which the Transferor Company is a party, in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writing on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on behalf of the Transferor Company.

n. With effect from the Amalgamation Appointed Date and upto and including the Effective Date:

(i) the Transferor Company shall carry on and be deemed to have been carrying on all the business and activities of the Transferor Company for and on behalf of and in trust for the Transferee Company.

(ii) All profits / losses accruing to the Transferor Company and all taxes thereon arising or incurred by it, shall, for all purposes, be treated as the profits, losses or taxes as the case may be, of the Transferee Company.

(iii) All accretions and depletions in relation to the Transferor Company shall be for and on account of the Transferee Company.

PART C

4. CONSIDERATION

4.1 Upon Section II of the Scheme coming into effect on the Effective Date and upon the amalgamation of the Transferor Company with the Transferee Company, the board of directors of the Transferor Company, in consultation with the board of directors of the Transferee Company, shall determine a record date, being a date on or subsequent to the Effective Date ("**Amalgamation Record Date**") for the allotment of fully paid-up equity shares of face value of Rs. 10 (Rupees Ten only) each of the Transferee Company to the equity shareholders of the Transferor Company as on the Amalgamation Record Date.

4.2 The entitlement ratio stated in Clause 4.3 and Clause 4.5 of Part C of Section II of this Scheme has been determined by the respective boards of directors of the Transferor Company and the Transferee Company or committees thereof based on their independent judgment after taking into consideration the valuation report provided by Khandelia & Sharma, chartered accountants and the fairness opinion provided by merchant banker, SPA Capital Advisors Limited.

4.3 The respective boards of directors of the Transferor Company and the Transferee Company or committees thereof have determined the share entitlement ratio such that for every 10(ten) equity shares of face value of Rs. 10(Rupees Ten only) each held in the Transferor Company as on the Amalgamation Record Date, the equity shareholders of the Transferor Company shall be issued 26.987 (twenty six point nine eight seven) equity shares of face value of Rs. 10(Rupees Ten only) each credited as fully paid-up in the Transferee Company so that the number of equity shares issued by the Transferee Company to the shareholders of the Transferor Company is the same as the number of equity shares held by the Transferor Company in the Transferee Company prior to the amalgamation pursuant to this Section II. Accordingly, a total of 20,44,79,356 (twenty crores forty four lakhs seventy nine thousand three hundred and fifty six) new equity shares of face value of Rs. 10(Rupees Ten only) each will be issued by the Transferee Company. The Transferee Company shall, without any further act, instrument or deed, issue and allot to every equity shareholder of the Transferor Company as on the Amalgamation Record Date, the requisite number of equity shares in the Transferee Company. The said equity shares in the Transferee Company to be issued to the equity shareholders of the Transferor Company pursuant to this Clause shall rank *pari passu* in all respects with the existing equity shares of the Transferee Company.

4.4 It is hereby clarified that no equity shares shall be issued

by the Transferee Company to any equity shareholder of the Transferor Company in respect of fractional entitlements, if any, as on the Amalgamation Record Date, of such equity shareholder at the time of issue and allotment of such equity shares by the Transferee Company. The board of directors of the Transferee Company shall instead consolidate all such fractional entitlements, (ignoring any fraction remaining after such consolidation), and thereupon shall issue and allot equity shares in lieu thereof to a director or officer of the Transferee Company or such other person as the board of directors of the Transferee Company shall appoint in this behalf ("**Trustee 2**") who shall hold such equity shares in trust for all such equity shareholders of the Transferor Company who are entitled to such fractional balances, with the express understanding that such Trustee 2, shall be bound by the express understanding to cause the sale of such shares at such time(s), at such price(s) and to such person(s) as the directors or officers of Transferee Company or the Trustee 2 may deem fit and the net sale proceeds thereof, deposited with the Transferee Company (i.e., after deduction therefrom of expenses incurred in connection with the sale), shall be distributed by the Transferee Company to the relevant equity shareholders in proportion to their respective fractional entitlements.

4.5 Upon Section II of the Scheme coming into effect on the Effective Date and upon the amalgamation of the Transferor Company with the Transferee Company, if there are any outstanding Transferor Company CCDs in the Transferor Company as on the Amalgamation Record Date, the Transferee Company shall, without any further act, instrument or deed, issue and allot to each Transferor CCD Holder as on the Amalgamation Record Date, 1 (one) compulsorily convertible debentures having coupon rate of 9.25% (nine point two five percent) and having face value of Rs. 10,00,00,000 (Rupees Ten Crores only) each as fully paid up for every 1 (one) Transferor Company CCD held by such Transferor Company CCD Holder, on the same terms and conditions as are applicable to the Transferor Company CCDs ("**Transferee Company CCDs**").

4.6 On the approval of Section II of the Scheme by the members of the Transferee Company pursuant to Section 391-394 of the 1956 Act and/or the relevant provisions of the Act, if applicable, it shall be deemed that the said members have also accorded their consent under Sections 42, 62(1)(c) and 71 of the 2013 Act and/ or any other applicable provisions of the Act and rules and regulations framed thereunder as may be applicable for the aforesaid issuance of equity shares/ compulsorily convertible debentures of the Transferee Company to the equity shareholders of the Transferor Company/ Transferor Company CCD Holders (as the case may be), and no further resolution or actions shall be required to be undertaken by the Transferee Company under Sections 42, 62(1)(c) or 71 of the 2013 Act or any other applicable provisions of the Act and rules and regulations framed thereunder, including, *inter alia*, issue of a letter of offer.

5. REDUCTION OF THE CAPITAL RESERVE AND SECURITIES PREMIUM ACCOUNT OF THE TRANSFEREE COMPANY

5.1 Upon Section II of the Scheme coming into effect on the Effective Date, the debit balance (if any) of the capital reserve of the Transferee Company and accumulated accounting losses, if any, of the Transferor Company acquired by the Transferee Company pursuant to the amalgamation of the Transferor Company with the Transferee Company, after giving effect to Clause 6(e) of Section II of the Scheme, shall be adjusted against and to the extent balance available in the capital reserve, if any, and the balance if any, shall be adjusted against the securities premium account of the Transferee Company and to the extent of such adjustment the capital reserve and the securities premium account of the Transferee Company shall stand reduced without any further act or deed on the part of the Transferee Company. The reduction in the securities premium account of the Transferee Company shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Transferee Company and without any approval or acknowledgement of any third party. The reduction in the capital reserve of the Transferee Company shall be effected as an integral part of the Scheme in accordance with the applicable provisions of Act without any further act or deed on the part of the Transferee Company and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such the reduction in the securities premium account of the Transferee Company. It is hereby clarified that the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, as the case may be) would not be applicable to the reduction in the capital reserve of the Transferee Company. The aforesaid reduction in the securities premium account of the Transferee Company would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the capital reserve and the securities premium account of the Transferee Company, the Transferee Company shall not be required to add "And Reduced" as suffix to its name.

5.2 It is expressly clarified that for the purposes of Clause 5 of Section II of the Scheme, the consent of the shareholders of the Transferee Company to the Scheme and the consent of the secured and unsecured creditors of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the securities premium account of the Transferee Company and no further resolution and/or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.

5.3 The reduction of the securities premium account of the Transferee Company shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Transferee Company with the RoC and upon registration by the RoC of such order of the Court and

of the minute approved by the Court, with respect to the securities premium account of the Transferee Company as altered by the order and the amount of reduction in the securities premium account of the Transferee Company.

5.4 The reduction of the securities premium account of the Transferee Company shall become effective as set out in Clause 5.3 of Section II of the Scheme and shall be conditional upon Section II of the Scheme becoming effective on the Effective Date and with effect from the Amalgamation Appointed Date and shall take place after giving effect to Clause 6(e) of Section II of the Scheme. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the capital reserve and the securities premium account of the Transferee Company, as set out in this Clause 5 of Section II of the Scheme shall not become effective and shall be deemed to be redundant.

PART D

6. ACCOUNTING TREATMENT

Pursuant to Section II of the Scheme coming into effect on the Effective Date with effect from the Amalgamation Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company with the Transferee Company in its books of accounts in accordance with the Indian Generally Accepted Accounting Principles followed by the Transferee Company on the Effective Date, in the following manner:

(a) The Transferee Company shall record the assets, liabilities and reserves, including accumulated accounting losses of the Transferor Company vested in it pursuant to this Section II of the Scheme at their existing carrying amounts.

(b) The identity of the reserves including accumulated accounting losses, if any, of the Transferor Company shall be maintained and the same shall be aggregated with the balances of similar reserves, if any, in the books of the Transferee Company.

(c) Any inter-company deposits, loans, advances, balances, investments, guarantee, etc. between the Transferor Company and the Transferee Company shall stand cancelled.

(d) The Transferee Company shall credit its issued and paid-up equity share capital account with the aggregate face value of the equity shares issued to the shareholders of the Transferor Company pursuant to Clause 4 of Part C of Section II of this Scheme.

(e) The difference between the book value of assets minus the book values of the liabilities and reserves), if any, of the Transferor Company as on the Amalgamation Appointed Date taken over by the Transferee Company as per Clause 6(a) and (b) of Section II of the Scheme and accumulated accounting losses, if any, and cancellation in Clause 6(c)of Section II of the Scheme and the credit to the issued and paid up equity share capital of the Transferee Company as per Clause 6(d) of Section II of this Scheme, shall be credited/ debited by the Transferee Company to its capital reserve.

(f) The debit balance (if any) of capital reserve of the Transferee Company and the accumulated accounting losses, if any, of the Transferor Company acquired by the Transferee Company pursuant to the amalgamation of the Transferor Company with the Transferee Company, after giving effect to Clause 6(e) of Section II of the Scheme, shall be adjusted in the manner set out in Clauses 5.1 to 5.4 of Section II of the Scheme.

(g) Any matter not dealt with in this Clause 6 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Transferee Company on the Effective Date.

7. TRANSFER OF THE AUTHORIZED SHARE CAPITAL

7.1 As an integral part of the Scheme and upon the effectiveness of Section II of the Scheme, the authorised share capital of the Transferor Company amounting to Rs. 80,00,00,000 (Rupees Eighty Crores only) shall stand consolidated and vested in and merged with the authorised share capital of the Transferee Company and the authorised share capital of the Transferee Company as set out in Clause 2.1 of Section II of the Scheme herein above shall stand enhanced to Rs. 290,00,00,000 (Rupees Two Hundred and Ninety Crores only) divided into 29,00,00,000 (twenty nine crores) equity shares of face value of Rs. 10 (Rupees Ten only) each, without any further act, instrument or deed by the Transferee Company and without any liability for payment of any additional fees or stamp duty in respect of such increase as the stamp duty and fees has already been paid by Transferor Company on such authorized capital, the benefit of which stands vested in the Transferee Company pursuant to the Scheme becoming effective on the Effective Date. Subsequent to enhancement of the authorized share capital of the Transferee Company as contemplated herein, the authorized share capital clause of the Memorandum of Association (Clause V) of the Transferee Company shall stand modified and read as follows:

"*The Authorised Share Capital of the Company is Rs. 290,00,00,000 (Rupees Two Hundred and Ninety Crores only) divided into 29,00,00,000 (twenty nine crores) equity shares of face value of Rs. 10 (Rupees Ten only) each*."

7.2 It is hereby clarified that for the purposes of this Clause 7 of Part C of Section II of the Scheme, the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment and increase in authorised share capital of the Transferee Company, and no further resolutions or actions under Sections 13 and/or 61 of the 2013 Act and/ or any other applicable provisions of the Act would be required to be separately passed or taken. However, the Transferee Company shall make the requisite filings with the RoC for the increase in its authorised share capital in the manner set out in this Clause 7.

8. DISSOLUTION OF THE TRANSFEROR COMPANY

As mentioned above, the Transferee Company is a wholly owned subsidiary of the Transferor Company. Accordingly, upon Section II of the Scheme coming into effect, the equity shares held by the Transferor Company in the Transferee Company shall stand cancelled on the date of allotment of the equity shares by the Transferee

Company to the equity shareholders of the Transferor Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company and the Transferor Company shall, without any further act, instrument or deed of the Transferor Company or the Transferee Company, stand dissolved without winding up. The order of the Court sanctioning the Scheme will be deemed to be an order under section 102 of the 1956 Act.

9. CHANGE IN NAME OF THE TRANSFEREE COMPANY

9.1 As an integral part of this Scheme, upon the effectiveness of Section II of the Scheme, the name of the Transferee Company shall stand changed to "*JITF Shipyards Limited*" or such other name as may be approved by the board, shareholders of the Transferee Company and the RoC, without any further act, instrument or deed and the name "*JITF Waterways Limited*" wherever it appears in the Memorandum and Articles of Association of the Transferee Company shall stand substituted by the new name "*JITF Shipyards Limited*" or such other name as may be approved by the board, shareholders of the Transferee Company and the RoC, without any further act, instrument or deed on the part of the Transferee Company. Upon such name change, the requirement of using or displaying the former name "*JITF Waterways Limited*" together with the new name "*JITF Shipyards Limited*" or such other name as may be approved by the board, shareholders of the Transferee Company and the RoC,outside its offices, on its company seal, letters, bills, notices, official publications and all other places or documents whatsoever, shall be automatically dispensed with without any further act, instrument or deed on the part of the Transferee Company by virtue of the order of the Court sanctioning the Scheme. The order of the Court sanctioning the Scheme shall be deemed to be a specific direction under Section 13 of the 2013 Act read with Rule 8(8) of the Companies (Incorporation) Rules, 2014 and/ or any other applicable provisions of the Act and rules and regulations framed thereunder for the change of name of the Transferee Company to "*JITF Shipyards Limited*" pursuant to the release of the aforesaid name by the Transferor Company.

9.2 Pursuant to the effectiveness of this Scheme, the Transferee Company shall file the requisite forms with the RoC and shall obtain a fresh certificate of incorporation upon the change of its name to "*JITF Shipyards Limited*" or such other name as may be approved by the board, shareholders of the Transferee Company and the RoC.

9.3 It is hereby clarified that for the purposes of this Clause 9, the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment or changing the name of the Transferee Company and no further resolution under Section 13 of the 2013 Act and/or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed.

SECTION III

DEMERGER OF THE DEMERGED UNDERTAKING 2 (AS DEFINED HEREINAFTER) OF THE DEMERGED COMPANY 2 (AS DEFINED HEREINAFTER) AND VESTING OF THE SAME WITH THE RESULTING COMPANY 2 (AS DEFINED HEREINAFTER)

PART A

WHEREAS:

A. **JITF Waterways Limited,** is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh-281403, after giving effect to Section II of the Scheme (hereinafter referred to as the "*Demerged Company 2*"). The Demerged Company 2 will become a wholly owned subsidiary of the Resulting Company 2 after giving effect to Section II of the Scheme.

B. **Jindal Saw Limited** (hereinafter referred to as the **"Resulting Company 2")**, is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh- 281403. The Resulting Company 2 has diverse business interests in the manufacturing of steel pipe and steel pellets and infrastructure businesses.

C. In terms of Section III of this Scheme, it is now proposed, *inter alia*, to demerge the Demerged Undertaking 2 *(as defined hereinafter)* of the Demerged Company 2, and vest the same with the Resulting Company 2, reduce the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2, reduce the issued and paid up equity share capital, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2, with effect from the Demerger Appointed Date 2 *(as defined hereinafter)* pursuant to and under Sections 391 to 394 read with Section 100 – 103 of the 1956 Act and/or other relevant provisions of the Act and the rules and regulations framed thereunder, in the manner provided for in Section III of the Scheme.

D. The demerger of the Demerged Undertaking 2 of the Demerged Company 2 and vesting of the same with the Resulting Company 2 pursuant to and in accordance with this Scheme shall be in accordance with Section 2(19AA) of the IT Act *(as defined hereinafter)*.

1.DEFINITIONS

For the purposes of Section III of this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings mentioned herein below:

(a) **"Demerged Company 2"** shall have the meaning ascribed to it in Recital A of Section III hereto.

(b) **"Demerged Business 2"** comprises of the business and business interests of the Demerged Company 2 in the ocean water ways business *inter alia* through subsidiaries of the Demerged Company 2 engaged in the ocean water ways business.

(c) ***"*Demerged Undertaking 2*"*** means the undertaking of the Demerged Company 2, pertaining to the Demerged Business 2, which shall be inclusive of, but not limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Demerged Company 2 pertaining to the Demerged Business 2, including without limitation, the fixed assets listed in **Schedule 2** hereto;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Demerged Company 2 pertaining to the Demerged Business 2;

(iii) all debts, borrowings and liabilities (including the Transferee Company CCDs, if any), whether present or future, whether secured or unsecured availed by the Demerged Company 2 pertaining to the Demerged Business 2;

(iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax (including carry forward tax business losses and unabsorbed depreciation), tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(vii) all employees of the Demerged Company 2 employed in relation to the Demerged Business 2;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company 2 pertaining to the Demerged Business 2;

(ix) all legal, tax, regulatory, quasi judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Demerged Company 2 in connection with the Demerged Business 2; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Demerged Company 2 and pertaining to the Demerged Business 2.

(d) **"Demerger Appointed Date 2"** means the opening of business hours as on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Demerged Company 2 and the Resulting Company 2, being the time and date with effect from which Section III of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of this Scheme.

(e) **"Resulting Company 2"** shall have the meaning ascribed to it in Recital B of Section III hereto.

(f) **"Transferee Company CCDs"** shall have the meaning ascribed to it in Clause 4.5 of Section II hereto.

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

2. SHARE CAPITAL

2.1 The share capital of the Demerged Company 2, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
Authorized Capital **Equity** 210,000,000 Equity Shares of Rs. 10 each	2,100,000,000
Total	**2,100,000,000**
Issued, Subscribed and Paid-up Capital 20,44,79,356 Equity Shares of Rs. 10 each	2,044,793,560
Total	**2,044,793,560**

2.2 Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Demerged Company 2, there has been no change in the issued, subscribed or paid up capital of the Demerged Company 2.

2.3 The share capital of the Resulting Company 2, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
Authorized Capital **Equity** 500,000,000 Equity Shares of Rs. 2 each	1,000,000,000.00
Preference 10,000,000 Redeemable Preference shares of Rs. 100 each	1,000,000,000.00
Total	**2,000,000,000.00**
Issued Capital 304,537,881 Equity Shares of Rs. 2 each	609,075,762
Total	**609,075,762**
Subscribed and Paid-up Capital 304,533,881 Equity Shares of Rs. 2 each Forfeited 4,000 Equity Shares of Rs. 2 each (Partly paid up Rs. 1 each)	609,071,762 4,000
Total	**609,075,762**

Allotment of 3,250 (three thousand two hundred and fifty) equity shares of face value of Rs. 2 (Rupees Two only) each has been kept in abeyance by the Resulting Company 2 pursuant to court orders.

Additionally, as on September 30, 2015, 1,52,23,486 (one crore fifty two lakhs twenty three thousand four hundred and eighty six) compulsorily convertible debentures issued by the Resulting Company 2 are outstanding and are due for conversion into an equal number of equity shares of the Resulting Company 2 by April 30, 2016.

2.4 Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Resulting Company 2, there has been no change in the issued, subscribed or paid up share capital of the Resulting Company 2.

PART B

3. DEMERGER OF THE DEMERGED UNDERTAKING 2 OF THE DEMERGED COMPANY 2 AND VESTING OF THE SAME WITH THE RESULTING COMPANY 2.

3.1 Subject to the provisions of Section III of the Scheme in relation to the modalities of demerger and vesting, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Demerged Undertaking 2, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall demerge from the Demerged Company 2 and be transferred to and vest in the Resulting Company 2, and shall become the property of and an integral part of the Resulting Company 2 subject to the existing charges and encumbrances, if any, created by the Demerged Company 2 in favour of its lenders or the lenders of its subsidiaries or group companies, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Demerged Company 2 or the Resulting Company 2. Without prejudice to the generality of the above, in particular, the Demerged Undertaking 2 shall stand vested in the Resulting Company 2, in the manner described in sub-paragraphs (a) – (n) below:

a. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all immovable property (including land, buildings and any other immovable property) of the Demerged Company 2 in relation to the Demerged Undertaking 2, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed by the Demerged Company 2 or the Resulting Company 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfill all obligations, in relation to or applicable to such immovable properties. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the title to the immovable properties of the Demerged Undertaking 2 shall be deemed to have been mutated and recognised as that of the Resulting Company 2 and the mere filing of the vesting order of the Court sanctioning the Scheme with the appropriate Registrar or Sub-Registrar of Assurances or with the relevant Government agencies shall suffice as record of continuing title to the immovable properties of the Demerged Undertaking 2 with the Resulting Company 2 pursuant to the Section III of the Scheme becoming effective and shall constitute a deemed mutation and substitution thereof. The Resulting Company 2 shall in pursuance of the vesting order of the Court be entitled to the delivery and possession of all documents of title to such immovable property in this regard.

b. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all the assets of the Demerged Company 2 relating to the Demerged Undertaking 2 as are movable in nature and are capable of transfer by endorsement and delivery, shall stand vested in Resulting Company 2, and shall become the property and an integral part of Resulting Company 2. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical delivery or by endorsement and delivery, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly.

c. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, any and all other movable property (except those specified elsewhere in this Clause) including all sundry debts and receivables, outstanding loans and advances, if any, relating to the Demerged Undertaking 2, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with government, semi-government, local and other authorities and bodies, customers and other persons shall, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, become the property of the Resulting Company 2. Where any of the outstanding receivables attributed to the Demerged Undertaking 2 have been received by the Demerged Company 2 on behalf of the Demerged Undertaking 2 after the Demerger Appointed Date 2, the same shall be deemed to have been received by the Demerged Company 2 and on behalf of the Resulting Company 2.

d. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all debts, liabilities (including the Transferee Company CCDs, if any), contingent liabilities, duties and obligations, secured or unsecured, relating to the Demerged Undertaking 2, whether provided for or not in the books of accounts of the Demerged Company 2 or disclosed in the balance sheet of the Demerged Undertaking 2, including general and multipurpose borrowings, if any, shall become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company 2, by operation of law pursuant to the vesting order of the

Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 undertakes to meet, discharge and satisfy the same to the exclusion of the Demerged Company 2. 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. However, if any lender of the Demerged Company 2 requires satisfaction of the charge over the Demerged Company 2's properties and recordal of a new charge with the Resulting Company 2, the Resulting Company 2 shall for good order and for statistical purposes, file appropriate forms with the RoC as accompanied by the sanction order or a certified copy thereof and any deed of modification or novation executed by the Resulting Company 2. Where any of the loans, liabilities and obligations attributed to the Demerged Undertaking 2 have been discharged by the Demerged Company 2 on behalf of the Demerged Undertaking 2 after the Demerger Appointed Date 2 but before the Effective Date, such discharge shall be deemed to have been done by the Demerged Company 2 for and on behalf of the Resulting Company 2.

e. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all incorporeal or intangible property of the Demerged Undertaking 2 shall stand vested in the Resulting Company 2 and shall become the property and an integral part of the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or Resulting Company 2.

f. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all letters of intent, contracts, deeds, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking 2 of the Demerged Company 2 to which it is a party or to the benefit of which it may be entitled, shall be in full force and effect against or in favour of the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or Resulting Company 2, and may be enforced as fully and effectually as if, instead of the Demerged Company 2, the Resulting Company 2 had been a party or beneficiary or obligee thereto.

g. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all permits, grants, allotments, recommendations, rights, entitlements, licenses and registrations including relating to trademarks, logos, patents and other intellectual property rights, approvals, clearances, tenancies, privileges, powers, offices, taxes, tax credits, tax refunds, tax holidays (relating to direct or indirect tax), entitlements (including, but not limited to, credits in respect of income tax (including carry forward tax business losses and unabsorbed depreciation), sales tax, value added tax, turnover tax, excise duty, service tax, security transaction tax, minimum alternate tax credit and duty entitlement credit certificates etc.), facilities of every kind and description of whatsoever nature, in relation to the Demerged Undertaking 2 to which the Demerged Company 2 is a party or to the benefit of which the Demerged Company 2 may be eligible, shall be enforceable by or against the Resulting Company 2, as fully and effectually as if, instead of the Demerged Company 2, the Resulting Company 2 had been a party or beneficiary or obligee thereto, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2.

h. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, any statutory licenses, no-objection certificates, permissions, registrations (including sales tax, service tax, excise, value added tax), approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the Demerged Undertaking 2 of the Demerged Company 2 or granted to the Demerged Company 2 in relation to the Demerged Undertaking 2 shall stand vested in or transferred to the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, and shall be appropriately transferred or assigned by the concerned statutory authorities in favour of the Resulting Company 2 upon demerger of the Demerged Undertaking 2 and vesting of the same with the Resulting Company 2 pursuant to Section III of this Scheme. The benefit of all statutory and regulatory permissions, environmental approvals and consents including statutory licenses, permissions or approvals or consents required to carry on the operations of the Demerged Undertaking 2 of the Demerged Company 2 shall vest in and become available to the Resulting Company 2 upon Section III of this Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2.

i. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 shall bear the burden and the benefits of any legal or other proceedings initiated by or against the Demerged Company 2 in respect of the Demerged Undertaking 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, if any suit, appeal or other proceeding of whatsoever nature by or against the Demerged Company 2, in respect of the Demerged Undertaking 2, be pending,

the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the demerger of Demerged Undertaking 2 or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Resulting Company 2 in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Demerged Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 undertakes to have such legal or other proceedings initiated by or against the Demerged Company 2 in respect of the Demerged Undertaking 2 transferred in its name and to have the same continued, prosecuted and enforced by or against the Resulting Company 2 to the exclusion of the Demerged Company 2. The Resulting Company 2 also undertakes to handle all legal or other proceedings which may be initiated against the Demerged Undertaking 2 of the Demerged Company 2 after the Effective Date in respect of the period up to the Effective Date, in its own name and account.

j. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all persons that were employed in the Demerged Undertaking 2 immediately before such date shall become employees of the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, with the benefit of continuity of service on the same terms and conditions as were applicable to such employees immediately prior to such demerger and without any break or interruption in service. It is clarified that such employees of the Demerged Company 2 forming part of the Demerged Undertaking 2 that become employees of the Resulting Company 2 by virtue of this Scheme, shall continue to be governed by the terms of employment as were applicable to them immediately before such demerger and shall not be entitled to be governed by employment policies, and shall not be entitled to avail of any benefits under any scheme or settlement or otherwise that are applicable and available to any other employees of the Resulting Company 2, unless and otherwise so stated by the Resulting Company 2 in writing in respect of all employees, class of employees or any particular employee. The Resulting Company 2 undertakes to continue to abide by any agreement/ settlement, if any, entered into by the Demerged Company 2 in respect of such employees forming part of the Demerged Undertaking 2 Demerged Undertaking 2 with their respective employees/ employee unions. With regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of the Demerged Company 2 forming part of the Demerged Undertaking 2, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 shall stand substituted for the Demerged Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing provident fund benefits, gratuity benefits and superannuation benefits or any other special benefits or obligation, if any, created or used by the Demerged Company 2 (or an affiliate of the Demerged Company 2 on behalf of the Demerged Company 2) for its employees forming part of the Demerged Undertaking 2 and being transferred to the Resulting Company 2 pursuant to this Scheme shall be continued by the Resulting Company 2 for the benefit of such employees on the same terms and conditions. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Demerged Company 2 in relation to such schemes or funds forming part of the Demerged Undertaking 2 shall become those of the Resulting Company 2. Further, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Demerged Undertaking 2 by the Demerged Company 2 shall be continued/continue to operate against the relevant employee and shall be enforced by the Resulting Company 2, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2.

k. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all direct and indirect taxes, duties and cess (such as income tax, service tax, security transaction tax, value added tax, minimum alternate tax, advance tax, excise tax etc. or any other like payments made by the Demerged Company 2 to any statutory authorities), or other collections made by the Demerged Company 2 in relation to the Demerged Undertaking 2 and relating to the period after the Demerger Appointed Date 2 up to the Effective Date, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Resulting Company 2, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2. Further, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all deduction otherwise admissible to Demerged Company 2pertaining to Demerged Undertaking 2 including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as under Section 43B, Section 40, Section 40A etc. of the IT Act) shall be eligible for deduction to the Resulting Company 2 upon fulfilment of the required conditions under the IT Act. Further, the Resulting Company 2 shall be entitled to claim credit for taxes deducted at source/ paid against its tax/ duty liabilities/ minimum alternate tax, advance tax, service tax, value added tax liability etc., notwithstanding the certificates/

challans or other documents for payment of such taxes/duties, as the case may be, being in the name of the Demerged Company 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, any business losses and/ or unabsorbed depreciation (each as per the IT Act) of the Demerged Company 2 as at the Demerger Appointed Date 2 relating to the Demerged Undertaking 2 shall be treated as 'business losses' and/ or 'unabsorbed depreciation' (for the purpose of the IT Act) of the Resulting Company 2 and the Resulting Company 2 shall, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, be allowed to carry forward and/ or set off such business losses or unabsorbed depreciation in accordance with the provisions of Section 72A of the IT Act.

l. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all taxes payable by the Demerged Company 2 in relation to the Demerged Undertaking 2 including all or any refunds of claims shall be treated as the tax liability or refunds/claims as the case may be, of the Resulting Company 2, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, and the Resulting Company 2 shall be entitled to file/revise its statutory returns and related tax payment certificates and to claim refunds and advance tax credits as may be required consequent to the implementation of the Scheme; and all tax compliances under applicable laws by the Demerged Company 2 shall be deemed to have been undertaken by the Resulting Company 2.

m. The Resulting Company 2 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, including any forms or depository instructions, with any party to any contract or arrangement in relation to the Demerged Undertaking 2 to which the Demerged Company 2 is a party, in order to give formal effect to the above provisions. The Resulting Company 2 shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writing on behalf of the Demerged Company 2 and to carry out or perform all such formalities or compliances referred to above on behalf of the Demerged Company 2.

n. With effect from the Demerger Appointed Date 2 and up to and including the Effective Date:

   (i) the Demerged Company 2 shall carry on and be deemed to have been carrying on all the business and activities of the Demerged Undertaking 2 for and on behalf of and in trust for the Resulting Company 2.

   (ii) All profits / losses accruing to the Demerged Company 2 in relation to the Demerged Undertaking 2 and all taxes thereon arising or incurred by it, in relation to the Demerged Undertaking 2 shall, for all purposes, be treated as the profits, losses or taxes as the case may be, of the Resulting Company 2.

   (iii) All accretions and depletions in relation to the Demerged Undertaking 2 shall be for and on account of the Resulting Company 2.

PART C

4. CONSIDERATION

4.1 Since the Demerged Company 2 will become a wholly owned subsidiary of the Resulting Company 2 after giving effect to Section II of the Scheme, there shall be no consideration payable by the Resulting Company 2 to the shareholder of the Demerged Company 2 (that is, the Resulting Company 2 itself)for the demerger of the Demerged Undertaking 2 from Demerged Company 2 and vesting of the same with the Resulting Company 2.

5. REDUCTION OF THE CAPITAL REDEMPTION RESERVE, CAPITAL RESERVE AND THE SECURITIES PREMIUM ACCOUNT OF THE RESULTING COMPANY 2 AND REDUCTION OF THE ISSUED AND PAID UP EQUITY SHARE CAPITAL, CAPITAL RESERVE AND THE SECURITIES PREMIUM ACCOUNT OF THE DEMERGED COMPANY 2

5.1. Upon Section III of the Scheme coming into effect on the Effective Date, amount of accumulated accounting losses (if any) pertaining to the Demerged Undertaking 2 transferred to the Resulting Company 2 pursuant to this Section III of the Scheme and the debit balance (if any) of the restructuring reserve account of the Resulting Company 2 after giving effect to Clause 6.1(d) of Section III of the Scheme, shall be adjusted to the extent of balance available, firstly against the capital redemption reserve of the Resulting Company 2 and then against the capital reserve of the Resulting Company 2 and the balance, if any, shall be adjusted against the securities premium account of the Resulting Company 2 and to the extent of such adjustment, the capital redemption reserve, the capital reserve and the securities premium account of the Resulting Company 2 shall stand reduced without any further act or deed on the part of the Resulting Company 2. The reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 and 55(2) of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Resulting Company 2 and without any approval or acknowledgement of any third party. The reduction in the capital reserve of the Resulting Company 2 shall be effected as an integral part of the Scheme in accordance with the applicable provisions of Act without any further act or deed on the part of the Resulting Company 2 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 and 55(2) of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2. It is hereby clarified that the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, as the case may be) would not be applicable to the reduction in the capital reserve of the Resulting Company 2. The aforesaid reduction in the capital redemption reserve and the securities

premium account of the Resulting Company 2 would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2, the Resulting Company 2 shall not be required to add "And Reduced" as suffix to its name.

5.2. It is expressly clarified that for the purposes of Clause 5 of Section III of the Scheme, the consent of the shareholders of the Resulting Company 2 to the Scheme and the consent of the secured and unsecured creditors of the Resulting Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2 and no further resolution and/or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.

5.3. The reduction of the capital redemption reserve and the securities premium account of the Resulting Company 2 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Resulting Company 2 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the capital redemption reserve and the securities premium account of the Resulting Company 2 as altered by the order and the amount of reduction in capital redemption reserve and the securities premium account of the Resulting Company 2.

5.4. The reduction of the capital redemption reserve and the securities premium account of the Resulting Company 2 shall become effective as set out in Clause 5.3 of Section III of the Scheme and shall be conditional upon Section III of the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date 2 and shall take place after giving effect to Clause 6.1(d) of Section III of the Scheme. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the capital redemption reserve, capital reserve and the securities premium account of the Resulting Company 2, as set out in this Clause 5 of Section III of the Scheme shall not become effective and shall be deemed to be redundant.

5.5. Upon Section III of the Scheme coming into effect on the Effective Date, 20,24,79,356 (twenty crores twenty four lakhs seventy nine thousand three hundred and fifty six) issued and paid up equity shares of the Demerged Company 2 having face value of Rs. 10 (Rupees Ten only) each shall stand cancelled without any further act or deed on the part of the Demerged Company 2 and the amount so reduced shall be credited to the capital reserve account of the Demerged Company 2. The reduction in the issued and paid-up equity share capital of the Demerged Company 2 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Demerged Company 2 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such reduction. The aforesaid reduction would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the issued and paid-up equity share capital of the Demerged Company 2, the Demerged Company 2 shall not be required to add "And Reduced" as suffix to its name.

5.6. It is expressly clarified that for the purposes of this Clause 5 of Section III of the Scheme, the consent of the shareholders and the creditors of the Demerged Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above reorganization in the issued and paid-up equity share capital of the Demerged Company 2 resulting in a reduction in the equity share capital of the Demerged Company 2, and no further resolution and/or action under Section 100 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act would be required to be separately passed or taken.

5.7. The reduction of the issued and paid-up equity share capital of the Demerged Company 2 as contemplated in this Clause 5 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(5) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder, pursuant to the filing of the order of the Court sanctioning the aforesaid capital reduction by the Demerged Company 2 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, if any, showing, with respect to the issued and paid-up equity share capital of the Demerged Company 2 as altered by the order, (a) the amount of issued and paid-up equity share capital; (b) the number of shares into which it is to be divided; (c) the amount of each share; and (d) the amount, if any, deemed to be paid-up on each share at the date of registration of the aforesaid minute and order by the RoC. Such reduction in the issued and paid-up equity share capital of the Demerged Company 2 as contemplated in this Clause 5 of Section III of the Scheme shall be conditional upon Section III of this Scheme becoming effective on the Effective Date. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reduction of issued and paid-up equity share capital as set out in this Clause 5 of Section III

of the Scheme shall not become effective and shall be deemed to be redundant.

5.8. Further, upon Section III of the Scheme coming into effect on the Effective Date, the debit balance (if any) of restructuring reserve account pursuant to Clauses 6.2 (b) and (c) of Section III of the Scheme shall be adjusted first against the capital reserve of the Demerged Company 2 and the balance, if any, shall be adjusted against the securities premium account of the Demerged Company 2 and to the extent of such adjustment, the capital reserve and the securities premium account of the Demerged Company 2 shall stand reduced without any further act or deed on the part of the Demerged Company 2. The reduction in the securities premium account of the Demerged Company 2 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Demerged Company 2 and without any approval or acknowledgement of any third party. The reduction in the capital reserve of the Demerged Company 2 shall be effected as an integral part of the Scheme in accordance with the applicable provisions of Act without any further act or deed on the part of the Demerged Company 2 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such the reduction in the securities premium account of the Demerged Company 2. It is hereby clarified that the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, as the case may be) would not be applicable to the reduction in the capital reserve of the Demerged Company 2. The aforesaid reduction in the securities premium account of the Demerged Company 2 would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the securities premium accountof the Demerged Company 2, the Demerged Company 2 shall not be required to add "And Reduced" as suffix to its name.

5.9. It is expressly clarified that for the purposes of Clause 5 of Section III of the Scheme, the consent of the shareholders of the Demerged Company 2 to the Scheme and the consent of the secured and unsecured creditors of the Demerged Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the securities premium account of the Demerged Company 2 and no further resolution and/or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.

5.10. The reduction of the securities premium account of the Demerged Company 2 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Demerged Company 2 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the securities premium account of the Demerged Company 2 as altered by the order and the amount of reduction in the securities premium account of the Demerged Company 2.

5.11. The reduction of the securities premium account of the Demerged Company 2 shall become effective as set out in Clause 5.10of Section III of the Scheme and shall be conditional upon Section III of the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date 2 and shall take place after giving effect to Clauses 6.2 (b) and (c) of Section III of the Scheme. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the capital reserve and the securities premium account of the Demerged Company 2, as set out in this Clause 5 of Section III of the Scheme shall not become effective and shall be deemed to be redundant.

PART D

6. ACCOUNTING TREATMENT

6.1 **Treatment in the books of Resulting Company 2**

Pursuant to Section III of the Scheme coming into effect on the Effective Date with effect from the Demerger Appointed Date 2, the Resulting Company 2 shall account for the demerger and vesting of the Demerged Undertaking 2 with the Resulting Company 2 in its books of accounts in accordance with the Indian Generally Accepted Accounting Principles followed by the Resulting Company 2 on the Effective Date, in the following manner:

(a) The assets, liabilities and accumulated accounting losses (if any) transferred to and vested in the Resulting Company 2 pursuant to this Section III of the Scheme, shall be recorded in the books of account of the Resulting Company 2 at the book values of the respective assets and liabilities and accumulated accounting losses as recorded in the books of account of the Demerged Company 2 as on the Demerger Appointed Date 2;

(b) The amount appearing in 'Investments in equity shares of JITF Shipyards Account' shall be reduced by the amount of assets of the Demerged Undertaking 2 transferred to the Resulting Company 2 pursuant to this Section III of the Scheme, as recorded in the books of accounts of the Demerged Company 2. However, the balance in 'Investments in equity shares of JITF Shipyards Account' of the Resulting Company 2 shall, under no circumstances, be reduced to less than Rs. 2,00,00,000 (Rupees Two Crore only);

(c) The amount, if any, of net assets (i.e. assets minus liabilities) of the Demerged Undertaking 2 transferred to the Resulting Company 2 pursuant to this Section

III of the Scheme in excess of the amount in the 'investments in JITF Shipyards Limited account' of the Resulting Company 2 (except for an amount of Rs. 2,00,00,000 (Rupees Two Crore only)) shall be credited to the capital reserve account of the Resulting Company 2;

(d) In case the amount of liabilities of the Demerged Undertaking 2 transferred to the Resulting Company 2 pursuant to this Section III of the Scheme, exceeds the amount of assets pertaining to the Demerged Undertaking 2 recorded in the books of accounts of the Resulting Company 2, after giving effect to Clause 6.1(b) of Section III of this Scheme, such excess amount shall be debited to the restructuring reserve account of the Resulting Company 2.

(e) Accumulated accounting losses (if any) transferred to Resulting Company 2 as a result of the demerger of the Demerged Undertaking 2 shall be credited to the capital reserves of Resulting Company 2.

(f) The amount of accumulated accounting losses (if any) transferred to Resulting Company 2 as a result of the demerger of the Demerged Undertaking 2 and the debit balance, if any, of the restructuring reserve account (after giving effect to Clause 6.1(d) of Section III of the Scheme), shall be adjusted in the manner set out in Clauses 5.1 to 5.4 of Section III of the Scheme.

(g) Any inter-company deposits, loans, advances, balances, investments, guarantees, etc. between the Demerged Company 2 and the Resulting Company 2 shall stand cancelled.

(h) Any matter not dealt with in this Clause 6.1 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Resulting Company 2 on the Effective Date.

6.2 **Treatment in the books of the Demerged Company 2**
Pursuant to Section III of the Scheme coming into effect on the Effective Date with effect from the Demerger Appointed Date 2, the Demerged Company 2 shall account for the demerger and vesting of the Demerged Undertaking 2 with the Resulting Company 2 in its books of accounts in accordance with Indian Generally Accepted Accounting Principles followed by the Demerged Company 2 on the Effective Date, in the following manner:

(a) The respective book values of the assets and liabilities and accumulated accounting losses (if any) of the Demerged Undertaking 2 shall be reduced in the books of accounts of the Demerged Company 2 in compliance with the applicable accounting standards.

(b) The accumulated accounting losses (if any) relating to the Demerged Undertaking 2 transferred to Resulting Company 2 and the accumulated accounting losses (if any) not pertaining to the Demerged Undertaking 2 as retained by the Demerged Company 2, shall be transferred to restructuring reserve account of the Demerged Company 2.

(c) In case the amount of assets pertaining to the Demerged Undertaking 2 exceeds the amount of liabilities pertaining to the Demerged Undertaking 2 being transferred by the Demerged Company 2 pursuant to Section III of the Scheme, the difference between the amount of assets and liabilities pertaining to the Demerged Undertaking 2 being transferred by the Demerged Company 2 pursuant to Section III of the Scheme shall be transferred to restructuring reserve account of the Demerged Company 2.

(d) The debit balance (if any) in the restructuring reserve account of the Demerged Company 2, after giving effect to Clauses 6.1 (b) and (c) of Section III of this Scheme shall be adjusted in the manner set out in Clauses 5.8 to 5.11 of Section III of this Scheme.

(e) In case the amount of liabilities pertaining to the Demerged Undertaking 2 exceeds the amount of assets pertaining to the Demerged Undertaking 2 being transferred by the Demerged Company 2 pursuant to Section III of the Scheme, the difference between the amount of liabilities and assets shall be credited to capital reserves of the Demerged Company 2.

(f) Any matter not dealt with in this Clause 6.2 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Demerged Company 2 on the Effective Date.

7. TRANSFER OF THE AUTHORIZED SHARE CAPITAL

7.3 The demerger of the Demerged Undertaking 2 from the Demerged Company 2 and vesting of the same with the Resulting Company 2 pursuant to Section III of the Scheme shall *inter alia* result in reduction of the issued and paid-up share capital of the Demerged Company 2 (pursuant to Section II of the Scheme). Such reduction in the issued and paid-up equity share capital of the Demerged Company 2 would substantially enhance the unused authorised share capital in the Demerged Company 2. Accordingly, as an integral part of the Scheme and upon the effectiveness of Section III of the Scheme, an amount of Rs. 270,00,00,000 (Rupees Two Hundred and Seventy Crores only), shall stand transferred from the authorized equity share capital of the Demerged Company 2 to the authorized equity share capital of the Resulting Company 2 and upon such transfer, the authorized share capital of the Resulting Company 2 as set out in Clause 2.3 of Section III of the Scheme herein above shall stand enhanced to Rs. 455,00,00,000 (Rupees Four Hundred and Fifty Five Crores only) divided into 1,77,50,00,000 (one thousand seventy seven crores and fifty lakhs) equity shares of face value of Rs. 2 (Rupees Two only) each and 1,00,00,000 (one crore) redeemable preference shares of face value of Rs. 100 (Rupees Hundred only) each, without any further act, instrument or deed by the Resulting Company 2 and without any liability for payment of any additional fees or stamp duty in respect of such increase as the stamp duty and fees has already been paid by Demerged Company 2 on such authorized capital, the benefit of which stands vested in the Resulting Company 2 pursuant to the Scheme becoming effective on the Effective Date. Subsequent to enhancement of the authorized equity share capital of the Resulting Company 2 as contemplated herein, the authorized share capital clause of the Memorandum of Association (Clause V) of the Resulting Company 2 shall stand modified and read as follows:

"*The Authorised Share Capital of the Company is Rs.*

455,00,00,000 (Rupees Four Hundred and Fifty Five Crores only) divided into 1,77,50,00,000 (one thousand seventy seven crores and fifty lakhs) equity shares of face value of Rs. 2 (Rupees Two only) each and 1,00,00,000 (one crore) redeemable preference shares of face value of Rs. 100 (Rupees Hundred only) each."

7.4 It is hereby clarified that for the purposes of this Clause 7 of Section III of the Scheme, the consent of the shareholders of the Resulting Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment and increase in authorised share capital of the Resulting Company 2, and no further resolutions or actions under Sections 13 and/or 61 of the 2013 Act and/ or any other applicable provisions of the Act would be required to be separately passed or taken. However, the Resulting Company 2 shall make the requisite filings with the RoC for the increase in its authorised share capital in the manner set out in this Clause 7 of Section III of the Scheme.

8. ISSUANCE OF COMPULSORILY CONVERTIBLE DEBENTURES BY THE RESULTING COMPANY 2

8.1 Upon Section III of the Scheme coming into effect on the Effective Date and upon the demerger of the Demerged Undertaking 2 (including the Transferee Company CCDs, if any) from the Demerged Company 2/Transferee Company and vesting of the Demerged Undertaking 2 (including the Transferee Company CCDs, if any) with the Resulting Company 2, as an integral part of Section III of the Scheme, if there are any outstanding Transferee Company CCDs in the Demerged Company 2/Transferee Company as on the Amalgamation Record Date, the Resulting Company 2 shall, without any further act, instrument or deed, issue and allot to each holder of the Transferee Company CCDs as on the Amalgamation Record Date, 1 (one) compulsorily convertible debentures having coupon rate of 9.25% (nine point two five percent) and having face value of Rs. 10,00,00,000 (Rupees Ten Crores only) each as fully paid up for every 1 (one) Transferee Company CCD held by such holder of the Transferee Company CCDs, on the same terms and conditions as are applicable to the Transferee Company CCDs, provided however that, in the event, any Transferee Company CCDs are held by the Resulting Company 2, no compulsorily convertible debentures shall be issued and allotted by the Resulting Company 2 to itself. Further, upon such issuance and allotment of compulsorily convertible debentures by the Resulting Company 2 to the holders of the Transferee Company CCDs (other than the Resulting Company 2), the Demerged Company 2/Transferee Company shall without any further act, instrument or deed, cancel and extinguish all the Transferee Company CCDs issued by the Demerged Company 2/Transferee Company to the holders of the Transferee Company CCDs (including Resulting Company 2).

8.2 On the approval of Section III of the Scheme by the members of the Demerged Company 2/Transferee Company and the Resulting Company 2 pursuant to Section 391-394 of the 1956 Act and/or the relevant provisions of the Act, if applicable, it shall be deemed that the said members have also accorded their consent under Sections 42, 62(1)(c) and 71 of the 2013 Act and/ or any other applicable provisions of the Act and rules and regulations framed thereunder as may be applicable for the issuance, if any, of compulsorily convertible debentures of the Resulting Company 2 to the holders of the Transferee Company CCDs and for the cancellation and extinguishment, if any,of the Transferee Company CCDs by the Demerged Company 2/Transferee Company, each in accordance with Clause 8.1 above, and no further resolution or actions shall be required to be undertaken by the Resulting Company 2 and/or the Demerged Company 2/Transferee Company under Sections 42, 62(1)(c) or 71 of the 2013 Act or any other applicable provisions of the Act and rules and regulations framed thereunder, including, *inter alia*, issue of a letter of offer.

SECTION IV

8. GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SCHEME

1.1 DEFINITIONS

The terms used in this Section IV of the Scheme, shall respectively have the meanings ascribed to them in Section I, Section II or Section III of this Scheme, as the context may require.

1.2 APPLICATION TO THE HIGH COURT

Each of the Demerged Company 1/ Resulting Company 2, the Demerged Company 2/ Transferee Company, the Resulting Company 1 and the Transferor Company shall make applications/petitions under Sections 391 - 394, as applicable and other applicable provisions of the Act to the Court for the sanction of this Scheme and all matters ancillary or incidental thereto. For the purpose of effecting the reduction in: (i) issued and paid-up equity share capital and securities premium (if required) of the Resulting Company 1; (ii) capital redemption reserve and the securities premium account (if required) of the Demerged Company 1; (iii) the securities premium account (if required) of the Transferee Company; (iv) the capital redemption reserve (if required) and the securities premium account (if required) of the Resulting Company 2; and (v) the issued and paid-up equity share capital and the securities premium account (if required) of the Demerged Company 2, separate application under Section 100 – 103 of the 1956 Act and/ or any other applicable provisions of the Act, rules and the regulations framed thereunder shall be filed by the Resulting Company 1, the Demerged Company 1, Transferee Company, Resulting Company 2 and Demerged Company 2 respectively, before the Court.

1.3 EFFECTIVENESS OF THE SCHEME

Upon the sanction of the Scheme and after the Scheme has become effective upon completion of the conditions listed in Clause 1.5 of this Section IV:

(a) with effect from the Demerger Appointed Date 1, the demerger of the Demerged Undertaking 1 of the Demerged Company 1 and the vesting of the same in the Resulting Company 1 shall be deemed to have occurred, pursuant to Section I of this Scheme, in accordance with Section 2 (19AA) of the IT Act;

(b) reduction of the issued and paid-up equity share capital and securities premium account (if required) of the Resulting Company 1 shall be deemed to have occurred, pursuant to Section I of this Scheme, in accordance with Clause 5 of Section I of the Scheme.

(c) reduction of the capital redemption reserve, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 1 shall be deemed to have occurred, pursuant to Section I of this Scheme, in accordance with Clause 5 of Section I of the Scheme.

(d) with effect from the Amalgamation Appointed Date, the amalgamation of the Transferor Company with the Transferee Company shall be deemed to have occurred, pursuant to Section II of this Scheme, in accordance with Section 2 (1B) of the IT Act; and

(e) the reduction of the capital reserve (if required) and the securities premium account (if required), of the Transferee Company shall be deemed to have occurred, pursuant to Section II of this Scheme, in accordance with Clause 5 of Section II of the Scheme.

(f) with effect from the Demerger Appointed Date 2, the demerger of the Demerged Undertaking 2 of the Demerged Company 2 and the vesting of the same in the Resulting Company 2 shall be deemed to have occurred, pursuant to Section III of this Scheme, in accordance with Section 2 (19AA) of the IT Act;

(g) the reduction of the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2 shall be deemed to have occurred, pursuant to Section III of this Scheme, in accordance with Clause 5 of Section III of the Scheme;

(h) the reduction of the issued and paid-up equity share capital, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2 shall be deemed to have occurred, pursuant to Section III of this Scheme, in accordance with Clause 5 of Section III of the Scheme.

1.4 MODIFICATIONS/AMENDMENTS TO THE SCHEME

(a) Modification of Section I of the Scheme

Each of the Demerged Company 1 and the Resulting Company 1, through their respective boards of directors (which shall include any committee constituted by the respective boards), may assent to any modifications/amendments to Section I of the Scheme and/ or the relevant provisions of Section IV of the Scheme and/ or to any conditions or limitations that the Court and/ or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. Each of the Demerged Company 1 and the Resulting Company 1, through their respective authorized representatives, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reason of any directive or orders of any authority or otherwise, howsoever arising out of or under or by virtue of Section I of the Scheme and/or any matter concerned or connected therewith.

(b) Modification of Section II of the Scheme

Each of the Transferor Company and the Transferee Company, through their respective boards of directors (which shall include any committee constituted by the respective boards), may assent to any modifications/ amendments to Section II of the Scheme and / or the relevant provisions of Section IV of the Scheme and/ or to any conditions or limitations that the Court and / or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. Each of the Transferor Company and the Transferee Company, through their respective authorized representatives, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reason of any directive or orders of any authority or otherwise, howsoever arising out of or under or by virtue of Section II of the Scheme and/or any matter concerned or connected therewith.

(c) Modification of Section III of the Scheme

Each of the Demerged Company 2 and the Resulting Company 2, through their respective boards of directors (which shall include any committee constituted by the respective boards), may assent to any modifications/amendments to Section III of the Scheme and/ or the relevant provisions of Section IV of the Scheme and/ or to any conditions or limitations that the Court and/ or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. Each of the Demerged Company 2 and the Resulting Company 2, through their respective authorized representatives, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reason of any directive or orders of any authority or otherwise, howsoever arising out of or under or by virtue of Section III of the Scheme and/or any matter concerned or connected therewith

1.5 CONDITIONALITY OF THE SCHEME

(a) Section I of this Scheme is and shall be conditional upon and subject to (i) being approved by the requisite majorities in number and value of such classes of persons including the respective members and secured and unsecured creditors of each of the Demerged Company 1 and the Resulting Company 1, as may be directed by the Court or any other competent authority, as may be applicable; and (ii) being approved by the Securities and Exchange Board of India and the Stock Exchanges, as required under applicable laws.

(b) Section II of this Scheme is and shall be conditional upon and subject to being approved by the requisite majorities in number and value of such classes of persons including the respective members and secured and unsecured creditors of each of the Transferor Company and the Transferee Company, as may be directed by the Court or any other competent authority, as may be applicable; and (ii) being approved by the Securities and Exchange Board of India and the Stock Exchanges, as required under applicable laws.

(c) Section III of this Scheme is and shall be conditional upon and subject to being approved by the requisite majorities in number and value of such classes of persons including the respective members and

secured and unsecured creditors of each of the Demerged Company 2 and the Resulting Company 2, as may be directed by the Court or any other competent authority, as may be applicable; and (ii) being approved by the Securities and Exchange Board of India and the Stock Exchanges, as required under applicable laws

(d) The Scheme being sanctioned by the Court under Sections 391-394 read with Sections 100 - 103 of the 1956 Act and any other applicable provision of the Act.

(e) Certified copies of the orders of the Court sanctioning this Scheme being filed with the RoC by the respective companies.

1.6 EFFECT OF NON-RECEIPT OF APPROVALS

1.6.1 In the event of Section I, Section II or Section III, or any part thereof, of the Scheme not being sanctioned by the Court or such other competent authority, the part not sanctioned shall stand revoked, cancelled and be of no effect, save and except in respect of any further act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided for in the Scheme or as may otherwise arise in law.

1.6.2 The board of directors of the Demerged Company 1/ Resulting Company 2, the Resulting Company 1, the Demerged Company 2/Transferee Company and the Transferor Company, respectively shall be entitled to revoke, cancel and declare the Scheme or any part thereof of no effect and/or to withdraw the Scheme or any part thereof and respective applications/petitions filed with the Court if such boards are of view that the coming into effect of the Scheme or of any part thereof, in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have adverse implication on all/any of the companies or in case any condition or alteration imposed by the Court or any other authority is not on terms acceptable to them.

1.6.3 If any provision of this Scheme is ruled invalid or illegal by the Court, or unenforceable under present or future laws, then it is the intention of the parties to this Scheme that such portion shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such portion shall cause this Scheme to become materially adverse to any party, in which case the parties, through their respective board of directors may either decide to revoke the Scheme or may 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 portion.

1.7 COSTS, CHARGES AND EXPENSES

Each of the Demerged Company 1/Resulting Company 2, the Resulting Company 1, the Transferor Company and the Demerged Company 2/Transferee Company, shall bear all their respective costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto.

1.8 FILING / AMENDMENT OF RETURNS

Each of the Demerged Company 1/Resulting Company 2, the Resulting Company 1, the Transferor Company and the Demerged Company 2/Transferee Company, are expressly permitted to file/revise their income tax, wealth tax, service tax, value added tax, withholding tax and other statutory returns, consequent to the Scheme becoming effective, notwithstanding that the period for filing/ revising such returns may have lapsed. Each of the Demerged Company 1/ Resulting Company 2, the Resulting Company 1, the Transferor Company and the Demerged Company 2/Transferee Company, are expressly permitted to amend tax deduction at source and other statutory certificates and shall have the right to claim refunds, advance tax credits, set offs and adjustments relating to their respective incomes/ transactions from the Demerger Appointed Date 1 or the Demerger Appointed Date 2 or the Amalgamation Appointed Date, as the case may be.

1.9 REPEAL AND SAVINGS

Any act done or direction or order given by the Court under the provisions of the 1956 Act and any further act done by each of the Demerged Company 1/ Resulting Company 2, the Resulting Company 1, the Demerged Company 2/Transferee Company and the Transferor Company, respectively based on such directions or order shall be deemed to be in accordance with and consistent with the provisions of the 2013 Act. Accordingly, the provisions of the 2013 Act, shall not apply to acts done by the Demerged Company 1/ Resulting Company 2, the Resulting Company 1, the Demerged Company 2/Transferee Company and the Transferor Company or as per direction or order of the Court sanctioning the Scheme under the 1956 Act.

SCHEDULE 1

DESCRIPTION OF TRANSFEROR COMPANY

Sr. No.	Particulars	Make/ Size / Acquisition Date	Registration No.	Period	Remarks
A)	Tangible Assets:-				
	Leasehold Land	25/09/07	Sub-Lease of Premises No.2, 7/1 and 8, Rustomji Parsee Road and No.35, Cossipore Road, Kolkata.	30 Years	East Bengal River Steam Service & Engineering Works Workers Co-operative Ind. Society Ltd
	Freehold Land	Details in Annexure on Land Details			Dahej (Gujarat)
	Plant and Equipment:-	2010			Kolkata
	40 KVA DG Set				
	250 KVA DG Set				
	EASAB make MIG/MAG Welding Package Model: Auto K400				
	Two Articulated Hydraulic Crane				
	Two Wire Rope Sling Machine				
	Main Selector Cum Distribution Control panel				
	SDB - Electric panel				
	32 Amps. TPN metal clad Power Plug				
	MCB distribution Board 4 way purchased				
	32 Amps. Metal Clad Power Plug with socket				

	20 Amps. SDN Metal clad power plug				
	L&T Make Welding Machine purchased				
	Main Selector cum Distribution Control Panel				
	Capacitor Panel				
	2.5 ton Capacity Manual Capstan				
	Three Welding Machine Zuper				
	Welding Gauge				
	Elcometer 456				
	Digital Surface Profile Gauge				
	Inspection Mirror				
	Welding Package				
	Electric Bilge/fire pump				
	Electric Bilge Collecting pump				
	Self Priming Fresh Water Pump				
	Emergency Fire Pump				
	Tubular Scaffolding System				
	Hydraulic Jack 50 Ton				
	Hydraulic Guillotine Shearing Machine				
	Diesel Generating Set 63 KVA				
	Stern Anchor Hinge Holding				
	Esab Make Line Cutting Machine with track				
	Angular Grinding Machine				
	Electric Drill Machine with Chain Pulley Block				
	Dial Gauge				
	Magnetic Stand				
	Six Sintex Water Tank of 5000 litres each				
	Chain Pulley Block				
	Welding Machine Auto K 400				
	Furniture and Fixtures	2010			Various Locations
	Vehicles (TATA MOBILE 207)	2009	WB-03C-1648		Farraka
	Computer	2010			Kolkata
	Office equipment:-	2009/2010/2011			Kolkata
	Airconditioner				
	Airconditioner		LG Split A.C.		
	DIGI Cam-Radio				
	Digicam		Sony W530		
B)	Intangible Assets				
	Computer Software	2010			Kolkata

C)	Long term loan and advances:-				
	Jindal ITF Limited	2013-14			
	Jindal Saw Limited (Resulting Company 2)	2014-15; 2015-16			
D)	Current assets including current investments, inventory, trade receivables, cash and bank balances, short-term loans and advances and other current assets				
E)	Long-term borrowings (Transferor Company CCDs):-				
	IFCI Limited	2015-16			
	Jindal Saw Limited (Resulting Company 2)	2015-16			
F)	Current liabilities including short term borrowings, trade payables, other current liabilities and short - term provisions				

Annexure
Land Details

Sr. No.	Survey No.	Location	Area SQM	Area Acres
1.	763	Dahej, Gujarat	6070	1.50
2.	601/1	Dahej, Gujarat	6780	1.68
3.	638	Dahej, Gujarat	18818	4.65
4.	728	Dahej, Gujarat	5868	1.45
5.	752	Dahej, Gujarat	14670	3.62
6.	86 A+B	Dahej, Gujarat	45113	11.15
7.	27	Dahej, Gujarat	7487	1.85
8.	5	Dahej, Gujarat	4654	1.15
9.	16	Dahej, Gujarat	9510	2.35
10.	97	Dahej, Gujarat	38142	9.42
11.	75	Dahej, Gujarat	13254	3.28
12.	76	Dahej, Gujarat	12849	3.17
13.	9	Dahej, Gujarat	23371	5.77
14.	19	Dahej, Gujarat	5969	1.47
15.	78/1	Dahej, Gujarat	8802	2.17
16.	6	Dahej, Gujarat	6171	1.52
17.	172	Dahej, Gujarat	5766	1.42
18.	155	Dahej, Gujarat	2226	0.55
19.	54/2	Dahej, Gujarat	6880	1.70
20.	85	Dahej, Gujarat	26102	6.45
21.	193	Dahej, Gujarat	23959	5.92
22.	46	Dahej, Gujarat	1315	0.32
23.	68	Dahej, Gujarat	21550	5.32

24.	43	Dahej, Gujarat	5261	1.30
25.	180	Dahej, Gujarat	1315	0.32
26.	161/1	Dahej, Gujarat	15411	3.81
27.	1	Dahej, Gujarat	36725	9.07
28.	72-A	Dahej, Gujarat	56675	14.00
29.	192 A+B	Dahej, Gujarat	41147	10.17
30.	81	Dahej, Gujarat	8498	2.10
31.	31	Dahej, Gujarat	36928	9.12
32.	38 A-B	Dahej, Gujarat	8347	2.06
33.	83 A-B	Dahej, Gujarat	81342	20.10
34.	51	Dahej, Gujarat	8296	2.05
35.	17	Dahej, Gujarat	11938	2.95
36.	41	Dahej, Gujarat	3339	0.83
37.	44	Dahej, Gujarat	2833	0.70
38.	42	Dahej, Gujarat	2833	0.70
39.	45	Dahej, Gujarat	1214	0.30
40.	182	Dahej, Gujarat	1012	0.25
41.	48	Dahej, Gujarat	3743	0.92
42.	179	Dahej, Gujarat	1518	0.38
43.	47	Dahej, Gujarat	2732	0.68
44.	178	Dahej, Gujarat	5160	1.28
45.	181	Dahej, Gujarat	911	0.23
46.	176	Dahej, Gujarat	1315	0.32
47.	177	Dahej, Gujarat	1012	0.25
48.	63	Dahej, Gujarat	6981	1.72
49.	73 A	Dahej, Gujarat	3043	0.75
50.	78/2	Dahej, Gujarat	8802	2.17
51.	91	Dahej, Gujarat	9713	2.40
52.	93	Dahej, Gujarat	5059	1.25
53.	15	Dahej, Gujarat	8797	2.17
54.	14	Dahej, Gujarat	6779	1.68
55.	49	Dahej, Gujarat	6475	1.60
56.	60	Dahej, Gujarat	6576	1.62
57.	171	Dahej, Gujarat	10320	2.55
58.	6	Dahej, Gujarat	6171	1.52
59.	154	Dahej, Gujarat	8296	2.05

SCHEDULE 2
DESCRIPTION OF DEMERGED UNDERTAKING 2
(AFTER GIVING EFFECT TO SECTION II)

Sr. No.	Particulars	Make	IMO No	Gross Ton-nage	Remarks
A)	Tangible Assets:-				
	Jindal Kamakshi	2008	9528419	7460	In-dian Flag Ship
	Jindal Meenakshi	2009	9528407	7460	In-dian Flag Ship
	Jindal Tarini	2005	9318400	4123	Panama Flag Ship
	Jindal Varuna	2007	9411458	4422	Panama Flag Ship
	Containers	2008/09/12/13			Various Locations
	Computers	2008/09/11/14			Various Locations
B)	Intangible Assets:-				
	Computer Soft-ware				Various Locations
C)	Long term loans and advances:-				
	Capital advances				
	Security deposits				
	Advance to JITF Shipping & Logistics (Singapore) Pte Ltd.				
D)	Current assets including movable assets, current investments, inventory, trade receivables, cash and bank balances, short term loans and advances and other current assets				
E)	Long-term borrowings:-				
	ICICI Bank Limited				
	IFCI Limited (Transferee Company CCDs)				
	Jindal Saw Limited (Transferee Company CCDs)				
	Hexa Tradex Limited				
	Provision for premium on redemption of Transferee Company CCDs				
F)	Current liabilities including short term borrowings, trade payables and other current liabilities and short term provisions				

Auditor's Report

The Board of Directors,
JINDAL SAW LIMITED
A-1, UPSIDC Industrial Area,
Nandgaon Road, Kosi Kalan,
Uttar Pradesh – 281403

Limited Review Report–Reference Balance Sheet as at 1st April, 2015.

We have reviewed the accompanying statement of unaudited reference Balance Sheet as at 1st April, 2015 of **JINDAL SAW LIMITED** ("the Company"), being prepared for the purpose of Composite Scheme of Arrangement for Demerger of Investment in Infrastructure Sector from the Company to JITF Infralogistics Limited as per Section I of the Scheme and Demerger of Ocean Waterways Business from the JITF Shipyards Limited into the Company as per Section III of the Scheme. Balance Sheet as at 31st March, 2015 depicts the State of Affairs of the Assets and Liabilities prior to effect of Section I and Section III of the Schemeand reference Balance Sheet as at 1st April, 2015 depicts the State of Affairs of Assets and Liabilities after Demerger of Infrastructure business from the company and Demerger of Ocean Waterways business into the company. This statement is the responsibility of the Company's Management and has been approved by the Board of Directors~~/committee of Board of Directors~~. Our responsibility is to issue a report on these financial statements based on our review.

The aforesaid reference Balance Sheet is made specifically for the purpose of Composite Scheme of Arrangement between Jindal Saw Limited and JITF Infralogistics Limited as per Section I of the scheme and Jindal Saw Limited and JITF Waterways Limited as Per Section III of the Scheme.Therefore, figures for the corresponding previous period ended 31st March, 2014 as required under Indian Accounting Standard for Interim Financial Reporting notified by Ministry of Corporate Affairs, has not been made and furnished.

We conducted our review in accordance with the Standard on Review Engagements (SRE) 2410, "Review of Interim financial information performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement(s). A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Emphasis of Matter

Attention is drawn to the followings:

Loans and advances to subsidiary company i.e.JITF Shipping and Logistics (Singapore) Pte. Ltd of Rs.5311.38 Lacs is considered good and fully realizable/recoverable in the opinion of management, for the period covered by this report.

Based on our review conducted as stated above, nothing has come to our attention that causes us to believe that the accompanying statement of reference Balance Sheet as at 1stApril, 2015 prepared in accordance with the Indian Accounting Standards issued under the Companies (Indian Accounting Standards) Rules, 2015 which continue to apply as per section 133 of the Companies Act, 2013 and other recognized accounting practices and policies, has not disclosed the information required to be disclosed, or that it contains any material misstatement

For N.C. Aggarwal & Co.
Chartered Accountants
Firm Registration No. 003273N

Place : New Delhi
Dated : 8th Februray,2016

(G.K. Aggarwal)
Partner
M.No.086622

JINDAL SAW LIMITED

Unaudited IND AS Reference Balance Sheet as at April 1, 2015 Pursuant to Composite Scheme of Arrangement

Particulars	Note No.	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
I. EQUITY AND LIABILITIES			
(1) Equity			
(a) Equity Share capital	1	5,800.74	5,800.74
(b) Other equity			
(i) Equity component of other financial instruments	2	33,772.15	24,104.69
(ii) Retained Earnings	2	147,337.84	147,337.84
(iii) Reserves			
1.1 Reserves representing unrealised gains/losses	2	(647.04)	(647.04)
1.2 Other Reserves	2	335,760.82	386,987.37
(2) Non-Current Liabilities			
(a) Financial Liabilities			
(i) Long-Term Borrowings	3	201,210.45	179,582.90
(b) Long -Term Provisions	4	4,855.81	4,848.38
(c) Deferred Tax Liabilities (Net)	5	31,747.50	46,469.44
(d) Other non-current Liabilities	6	10,262.98	10,262.98
(3) Current Liabilities			
(a) Financial Liabilities			
(i) Short-Term Borrowings	7	245,415.63	245,415.63
(ii) Trade Payables	8	60,145.70	56,874.97
(b) Other Current Liabilities	9	95,953.18	91,248.37
(c) Short-Term Provisions	10	382.82	382.17
Total		**1,171,998.56**	**1,198,668.44**
II. ASSETS			
(1) Non Current Assets			
(a) Property, Plant and Equipment	11	547,624.59	530,079.49
(b) Capital Work-In-Progress		42,158.93	42,158.93
(c) Intangible Assets	11	651.61	651.61
(d) Financial Assets			
(i) Non Current Investments	12	24,043.38	68,557.78
(ii) Long -Term Loans and Advances	13	27,100.65	21,789.27
(e) Other Non-Current Assets	14	3,849.42	8,682.40
(2) Current Assets			
(a) Inventories	15	213,325.60	212,695.84
(b) Financial assets			
(a) Current investments	16	27,300.00	27,300.00
(c) Trade Receivables	17	157,520.93	149,943.72
(d) Cash and Bank Balances	18	19,411.36	18,237.25
(e) Short -Term Loans and Advances	19	105,463.79	115,613.73
(c) Assets for Current Tax (Net)		3,120.96	2,531.07
(d) Other Current Assets	20	427.35	427.35
Total		**1,171,998.56**	**1,198,668.44**

Note: Reference Balance Sheet prepared under Indian Accounting Standards (Ind AS) from the transition date 1st April 2014 and for the year ended 31st March 2015 solely for the use of the Company for Filing with Hon'ble High Court of Allahabad (Uttar Pradesh) and other regulatory authority in connection with the proposed Composite Scheme of Arrangement of the Company.

As per our report of even date attached

For N.C. Aggarwal & Co.
Chartered Accountants
Firm Registration No. 003273N

G.K.Aggarwal
PARTNER
M.No. 086622

Neeraj Kumar
Group CEO &
Whole-time Director
DIN : 01776688

Sunil K.Jain
Company Secretary
M.No. FCS 3056

Sminu Jindal
Managing Director
DIN : 00005317

Narendra Mantri
Head Commercial &
Chief Financial Officer

Place : New Delhi
Dated : 8th February, 2016

JINDAL SAW LIMITED

Statement of Change in Equity of Reference Balance Sheet as at April 1, 2015

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
1. Equity Share Capital		
Authorised		
(i) 500,000,000 Equity Shares of Rs. 2/- each	10,000.00	10,000.00
(ii) 10,000,000 Redeemable Non Convertible Cumulative Preference shares of Rs. 100/- each	10,000.00	10,000.00
	20,000.00	**20,000.00**
Issued		
290,039,185 (previous year 276,230,771) Equity Shares of Rs. 2/- each	5,800.78	5,800.78
	5,800.78	**5,800.78**
Subscribed and Fully Paid-Up		
290,035,185 (previous year 276,226,771) Equity Shares of Rs. 2/- each	5,800.70	5,800.70
Add: Forfeited 4,000 Equity Shares of Rs. 2/- each (Partly paid up Rs. 1/- each)	0.04	0.04
Total Equity Share capital	**5,800.74**	**5,800.74**
Balance at the beginning of the reporting period Balance	5,524.58	5,524.58
Changes in equity share capital during the year	276.16	276.16
Balance at the end of the reporting period	**5,800.74**	**5,800.74**
(a) Reconciliation of the number of shares:		
Equity Shares		
Shares outstanding as at the beginning of the year	276,226,771	276,226,771
Add : 138,08,414 Equity Shares of Rs. 2/- each issued during the year	13,808,414	13,808,414
Add: Issue of Bonus Shares		
Shares outstanding as at the end of the year	**290,035,185**	**290,035,185**

(b) Details of shareholders holding more than 5% shares in the company:

Name of Shareholders	No. of shares 31.3.2015	% of holding as at
Nalwa Sons Investments Limited	53,550,000	18.46
Sigmatech Inc	30,120,000	10.38
Danta Enterprises Private Limited	23,572,150	8.13
Reliance Capital Trustee Company Limited A/c Reliance Growth Fund	14,614,778	5.04
Total	**121,856,928**	**42.01**

(c) Aggregate number of bonus shares issued, shares issued for consideration other than cash and bought back shares during the period of five years immediately preceding the reporting date: NIL

(d) 3,250 Equity Shares have been held in abeyance as a result of attachment orders by Govt. authorities, lost shares certificates and other disputes.

(e) Terms/Rights attached to Equity Shares
The Company has only one class of equity shares having a par value of Rs. 2/- per equity share. Each equity shareholder is entitled to one vote per share.

(f) The Company allotted 435,30,596, 0% Compulsorily Convertible Debentures (CCDs) on preferential basis under the SEBI ICDR Regulations to the promoters group entity @ Rs. 81.10 per CCD. Out of these CCDs, 1,38,08,414 CCDs have been converted into equal number of equity shares of Rs. 2 each on 25th March, 2015. The remaining CCDs shall be converted into two trenches as follows:-

i) 1,44,98,696 number of CCDs would be converted into equal number of equity shares of Rs. 2 each any time during 1st April, 2015 to 31st March, 2016; and

ii) 1,52,23,486 number of CCDs shall be converted into equal number of equity shares of Rs. 2 each during the month of April, 2016.

g) 8 nos of 9.25% CCD of face vaue of Rs. 1000 Lacs each transferred pursuant to composite scheme of arrangement.

JINDAL SAW LIMITED

Statement of Change in Equity as at April 1, 2015 of Reference Balance Sheet

2. OTHER EQUITY **(Rs. in lacs)**

Particular	Balance at the beginning of the reporting period (IGAAP)	Adjust-ments (Note 1)	Balance at the beginning of the reporting period	Changes in accounting policy/prior period errors	Restated balance at the beginning of the reporting period	Total Compre-hensive Income for the year	Divi-dends	Transfer to/ from retained earnings	Issue during the year	Transfer to equity share capital	Balance as at March 31, 2015	Adjustment pursuant to composite scheme of arrangement		Balance as at April 1, 2015
(i) Equity component of other financial instruments	-	-	-	-	-	-	-	-	35,303.31	(11,198.62)	24,104.69	8,000.00	**	32,104.69
Premium on redemption of CCD											-	1,667.46	**	1,667.46
	-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**35,303.31**	**(11,198.62)**	**24,104.69**	**9,667.46**		**33,772.14**
(ii) Retained Earnings	20,225.14	121,846.19	142,071.33	-	142,071.33	28,812.76	(3,231.72)	(20,314.53)	-	-	147,337.84	36,938.47	**	184,276.31
Adjustment pursuant to Composite scheme of Arrangement											-	(36,938.47)	**	(36,938.47)
	20,225.14	**121,846.19**	**142,071.33**	**-**	**142,071.33**	**28,812.76**	**(3,231.72)**	**(20,314.53)**	**-**	**-**	**147,337.84**	**-**		**147,337.84**
(iii) Reserves														
1.1 Reserves representing unrealised gains/losses														
Re-valuation Surplus	415.68	(415.68)	-		-	-	-	-	-	-	-			-
Remeasurements of the net defined benefit Plans	-	-	-	-	-	(647.04)	-	-	-	-	(647.04)			(647.04)
	415.68	**(415.68)**	**-**	**-**	**-**	**(647.04)**	**-**	**-**	**-**	**-**	**(647.04)**			**(647.04)**
1.2 Other Reserves														
Capital Reserve	6,278.73	(6,278.73)	-		-	-	-	-	-	-	-	36,938.47	**	36,938.47
Adjustment pursuant to Composite scheme of Arrangement											-	(36,938.47)	**	(36,938.47)
	6,278.73	(6,278.73)	-	-	-	-	-	-	-	-	-	-		-
Capital Redemption Reserve	11,500.00	-	11,500.00	-	11,500.00	-	-	-	-	-	11,500.00	(11,500.00)	*	-
Securities Premium Account	56,821.26	-	56,821.26	-	56,821.26	-	-	-	-	10,922.46	67,743.72	(39,726.55)	***	28,017.17
Debenture Redemption Reserve	8,264.00	-	8,264.00	-	8,264.00	-	-	2,317.00	-	-	10,581.00			10,581.00
General Reserve	279,162.65	-	279,162.65	-	279,162.65	-	-	18,000.00	-	-	297,162.65			297,162.65
	362,026.64	(6,278.73)	355,747.91	-	355,747.91	-	-	20,317.00	-	10,922.46	386,987.37	(51,226.55)		335,760.82
(iii)Total Reserves	362,442.32	(6,694.41)	355,747.91	-	355,747.91	(647.04)	-	20,317.00	-	10,922.46	386,340.33	(51,226.55)		335,113.78

(i) Equity component of other financial instruments

1. The Company allotted 435,30,596, 0% Compulsorily Convertible Debentures (CCDs) on preferential basis under the SEBI ICDR Regulations to the promoters group entity @ Rs. 81.10 per CCD.
   Out of these CCDs, 1,38,08,414 CCDs have been converted into equal number of equity shares of Rs. 2 each on 25th March, 2015. The remaining CCDs shall be converted into two trenches as follows:-
   i) 1,44,98,696 number of CCDs would be converted into equal number of equity shares of Rs. 2 each any time during 1st April, 2015 to 31st March, 2016; and
   ii) 1,52,23,486 number of CCDs shall be converted into equal number of equity shares of Rs. 2 each during the month of April, 2016.
   iii) 8 nos of 9.25% CCD of face vaue of Rs. 1000 Lacs each transferred pursuant to composite scheme of arrangement

* Adjustment in capital pursuant to Section III of Composite Scheme of Arrangement.

** Adjustment in capital pursuant to Section I of Composite Scheme of Arrangement.

*** Adjustment in capital pursuant to Section I of Rs.20048.16 Lacs and Section III of Rs.19678.39 lacs of Composite Scheme of Arrangement.

Note 1

(Rs. in lacs)

Particular		Retained earning	Capital Reserve	Revaluation Reserve	Total impact on reserve & surplus
As on April 1, 2014 (IGAAP)	**(A)**	**20,225.14**	**6,278.73**	**415.68**	**26,919.55**
Adjustments:					
Add: Fair valuation of property, plant and equipment		176,723.58	-	-	176,723.58
Add: De-recognition of proposed dividend including dividend distribution tax		3,231.72	-	-	3,231.72
Add: Loan processing charges recorded at amortized cost using effective interest method		125.00	-	-	125.00
Add: Recognition of deferred income on Nasik IPS Scheme		341.17	-	-	341.17
Less: Fair valuation loss on unquoted non-current investments		(28,332.77)	-	-	(28,332.77)
Less: Government Gants recorded as Capital Reserves reclassified as deferred income under other non-current liabilities and other current liabilities		-	(6,278.73)	-	(6,278.73)
Provision for mines restoration recorded at discounted value		(2.76)	-	-	(2.76)
Less: Deferred Tax assets recorded on fair valuation of fixed assets		(30,655.42)	-	-	(30,655.42)
Reversal of revaluation reserve to retained earnings		415.68	-	(415.68)	-
	(B)	**121,846.19**	**(6,278.73)**	**(415.68)**	**115,151.78**
As on April 1, 2014 (Ind AS)	**(A) + (B)**	**142,071.33**	**-**	**-**	**142,071.33**

Notes to Reference Balance Sheet as at April 1, 2015

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
3. LONG-TERM BORROWINGS		
a) Secured		
i) Non Convertible Debentures	60,000.00	60,000.00
ii) Term Loans		
From Banks (net of transaction cost)	78,338.98	78,338.98
Add: Pursuant to Section III of Composite Scheme of Arrangement	21,627.55	-
	99,966.53	78,338.98
Secured Long -Term borrowings	**159,966.53**	**138,338.98**

Non convertible Debentures include :

(i) 10.75% Non Convertible Debentures of Rs. 30,000 lacs (including Rs. 10,000 lacs shown in current maturity) (Previous Year Rs. 30,000 lacs) are secured by first pari passu charge by way of English mortgage on the Company's specific immovable properties located in the state of Gujarat and by way of equitable mortgage of Company's other immovable properties and hypothecation of movable fixed assets both present and future in favour of Debenture Trustees. The same are repayable in three equal instalments of Rs. 10,000 lacs each on April 08, 2015, April 08, 2016 and April 08, 2017.

(ii) 10.50% Non Convertible Debentures of Rs. 10,000 lacs (Previous Year Rs. 10,000 lacs) in three series are secured by first pari passu charge by way of English mortgage on the Company's specific immovable properties located in the state of Gujarat and by way of equitable mortgage of Company's other immovable properties and hypothecation of movable fixed assets both present and future in favour of Debenture Trustees. The same are repayable in three instalments of Rs. 3,000 lacs (Series I), Rs. 3,000 lacs (Series II) and Rs. 4,000 lacs (Series III) on September 12, 2018, September 12, 2019 and September 12, 2020 respectively. There is a call option exercisable at the end of three years from the date of allotment (September 12, 2012) for all series of NCDs. The Call option is also available in every subsequent year for each series of NCD individually i.e. at the end of 4th, 5th, 6th and 7th year from the date of allotment upto their respective dates of maturity.

(iii) 10.38% Non Convertible Debentures of Rs. 30,000 lacs (Previous Year Rs. 30,000 lacs) in two series are secured by first pari passu charge by way of English mortgage on the Company's specific immovable properties located in the state of Gujarat and by way of equitable mortgage of Company's other immovable properties and hypothecation of movable fixed assets both present and future in favour of Debenture Trustees. The same are repayable in single instalment of Rs. 30,000 lacs on December 26, 2021. There is a put/call option for Rs. 15,000 lacs (Series 1) at the end of third year (26.12.2015) and for Rs. 15,000 lacs (Series 2) at the end of Fourth year (26.12.2016) from the date of allotment i.e. December 26, 2012.

Term Loans from Banks include :

(i) Term Loan of Rs. 13,700 lacs (rate of interest 1.50% p.a.)(Previous Year Rs. 13,700 lacs) is secured by way of second charge on all the assets of the Company both present and future and also by way of personal guarantee of a Director. The same is repayable in three instalments of Rs. 4,110 lacs, Rs. 4,110 lacs and Rs. 5,480 lacs on Jan 31, 2017, Jan 31, 2018 and Jan 31, 2019 respectively.

(ii) Term Loan of Rs. 5,000 lacs (rate of interest 10.75% p.a.) (Previous Year Rs. 5,000 lacs) is secured by way of second charge on all the assets of the Company, both present and future and also by way of personal guarantee of a Director. The repayment is by way of a bullet payment of Rs. 5,000 lacs on May 23, 2017.

(iii) Term Loan of USD 89,04,719.50 (Rs. 5,573.53 lacs) (rate of interest 6 Months Libor+400 bps p.a.) (Previous Year USD 89,04,719.50 - Rs. 5,351.72 lacs) is secured by way of second charge on all the assets of the Company both present and future and also by way of personal guarantee of a Director. The repayment is by way of a bullet payment of USD 89,04,719.50 (Rs. 5,573.53 lacs) on May 23, 2017.

(iv) Term Loan of Rs. 50,000 lacs (including Rs. 1,000 lacs shown in current maturity) (rate of interest 11.25% p.a.) (Previous Year Rs. 29,500 lacs) is secured/to be secured by first pari passu charge by way of equitable mortgage on Company's immovable properties and hypothecation of movable fixed assets both present and future. The transaction cost of Rs. 125 lacs has been netted off in term loan amount. The repayment schedule is as under:-

Year of Repayment	**Rs. in lacs**
2015-16	1,000.00
2016-17	1,000.00
2017-18	2,000.00
2018-19	7,500.00
2019-20	8,500.00
2020-21	8,500.00
2021-22	8,500.00
2022-23	13,000.00
Total outstanding balance	**50,000.00**

v) Term Loan of Rs. 5,000 lacs (rate of interest 11.25% p.a.) (Previous Year Rs. Nil) is secured / to be secured by first pari passu charge by way of equitable mortgage on Company's immovable properties and hypothecation of movable fixed assets both present and future. The repayment schedule is as under:-

Year of Repayment	**Rs. in lacs**
2017-18	250.00
2018-19	250.00
2019-20	350.00
2020-21	350.00
2021-22	600.00
2022-23	1,600.00
2023-24	1,600.00
Total outstanding balance	**5,000.00**

(vi) Term Loans include Vehicle Loans of Rs. 331.99 lacs (including Rs. 141.54 lacs shown in current maturity) (Previous Year Rs. 294.82 lacs) which are secured by way of hypothecation of Vehicles, which carries rate of interest ranging from 10.50% to 12.25% p.a. The same are repayable as under:

Year of Repayment	**Rs. in lacs**
2015-16	141.54
2016-17	155.30
2017-18	29.89
2018-19	5.26
Total outstanding balance	**331.99**

(vii) Term Loans are secured against mortgage of Vessels by first charge in favour of Banks. Term Loans are also guaranteed by way of pledge of 30% equity of the company and also supported by letter of undertaking/corporate guarantee of ultimate holding company. Loan is also secured by Corporate Guarantee of Jindal ITF Limited. Term loan of Rs 123 crores is also secured by second pari passu charge over the receivables accruing to the Borrower.

(viii) There is no default in repayment of principal and interest thereon.

Particulars	**As At 1st April, 2015 (Rs. in lacs)**	**As At 31st March, 2015 (Rs. in lacs)**
b) Unsecured		
i) External Commercial Borrowings from Banks	38,945.43	38,945.43
ii) Deferred Sales Tax Loans	2,298.49	2,298.49
Unsecured Long -Term Borrowings	**41,243.92**	**41,243.92**
Total Long -Term Borrowings	**201,210.45**	**179,582.90**

1. Terms of repayment of Unsecured ECB :-

a) External Commercial Borrowings of USD 1,90,00,000 (Rs. 11,892.26 lacs) (including USD 57,00,000 - Rs. 3,567.68 lacs shown in current maturity) (Previous Year USD 19,000,000- Rs. 11,418.96 lacs) is repayable in three instalments of USD 57,00,000 (Rs. 3,567.68 lacs), USD 57,00,000 (Rs. 3,567.68 lacs) and USD 76,00,000 (Rs. 4,756.90 lacs) on Nov 27, 2015, Nov 27, 2016 and Nov 27, 2017, respectively. Rate of Interest is 6 months USD LIBOR plus 2.30% p.a.

b) External Commercial Borrowing of USD 7,30,18,334 (Rs. 45,702.76 lacs) (including USD 24,096,050 - Rs. 15,081.91 lacs shown in current maturity) (Previous Year USD 73,018,334 - Rs. 43,883.87 lacs) is repayable in three instalments of USD 24,096,050 (Rs. 15,081.91 lacs), USD 24,096,050 (Rs. 15,081.91 lacs) and USD 24,826,234 (Rs. 15,538.94 lacs) on June 30, 2015, June 30, 2016 and June 30, 2017, respectively. Rate of Interest is 6 months USD LIBOR plus 2.55% p.a.

JINDAL SAW LIMITED
Notes to Reference Balance Sheet as at April 1, 2015

2. Repayment schedule of Deferred Sales Tax Loans is set out below:

Year of Repayment	Rs. in lacs
2015-16 (Shown in current maturity)	475.61
2016-17	156.49
2017-18	342.33
2018-19	474.24
2019-20	450.49
2020-21	420.46
2021-22	320.40
2022-23	134.08
Total outstanding balance	**2,774.10**

3. Deposits from public includes deposits from related parties Rs. Nil (Previous Year Rs. 264.47 lacs).
4. There is no default in repayment of Principal loans and interest.

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
4. LONG-TERM PROVISIONS		
a) Provision for Mines Restoration	7.38	7.38
b) Provision for Employee benefits		
Provision for Gratuity	2,106.45	2,106.45
Provision for Leave Encashment	2,741.98	2,734.55
Total Long- term Provisions	**4,855.81**	**4,848.38**
5. DEFERRED TAX LIABILITIES (NET) *		
Temporary difference		
A. LIABILITY		
(i) Difference between book and tax depreciation	76,007.42	75,966.38
(ii) Disallowance under Income Tax Act	-	-
(iii) Carried Forward losses	-	-
Total Deferred Tax Liabilities	**76,007.42**	**75,966.38**
B. ASSETS		
(i) Difference between book and tax depreciation		
(ii) Disallowance under Income Tax Act (net)	976.48	976.48
(iii) Carried Forward losses	19,297.44	4,534.46
Total Deferred Tax Assets	**20,273.92**	**5,510.94**
Net Liabilities of temporary difference (A-B)	**55,733.50**	**70,455.44**
Less: MAT credit entitlement	(23,986.00)	(23,986.00)
Total Deferred Tax Liabilities (Net) (A-B)	**31,747.50**	**46,469.44**

* Figures as at 1st April 2015 are inclusive of Rs. 14721.94 Lacs (assets) pursuant to section III of Composite Scheme of Arrangement.

6. OTHER NON-CURRENT LIABILITIES		
Security Deposits and Advances	2,941.00	2,941.00
Deferred income	7,321.98	7,321.98
Total Other Non-Current Liabilities	**10,262.98**	**10,262.98**
7. SHORT-TERM BORROWINGS		
a) Secured		
From banks		
Working Capital borrowings	60,725.56	60,725.56
Buyers' credit	166,685.03	166,685.03
Secured Short -Term Borrowings	**227,410.59**	**227,410.59**

Out of above, short term borrowings of Rs. 2,22,716.28 lacs (Previous Year Rs. 1,15,426.40 lacs) are secured by hypothecation of finished goods, raw-materials, work-in-progress, stores and spares, book debts and second pari-passu charge in respect of other movable and immovable properties of the Company and Rs. 4,694.31 lacs (Previous Year Rs. 10,517.47 lacs) are secured by second pari-passu charge on current assets of the Company.

b) Unsecured		
From Banks		
Short -Term loan	5,007.26	5,007.26
Buyers' credit	12,997.78	12,997.78
Unsecured Short -Term Borrowings	**18,005.04**	**18,005.04**
Total Short -Term Borrowings	**245,415.63**	**245,415.63**
8. TRADE PAYABLES*		
Trade Payables (including acceptances)	60,019.33	56,748.60
Micro and Small Enterprises	126.37	126.37
Total Trade Payables	**60,145.70**	**56,874.97**

* Figures as at 1st April 2015 are inclusive of Rs. 3270.73 Lacs pursuant to section III of Composite Scheme of Arrangement.

JINDAL SAW LIMITED
Notes to Reference Balance Sheet as at April 1, 2015

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
9. OTHER CURRENT LIABILITIES		
a) Current Maturities of Long -Term debts	30,266.75	30,266.75
b) Interest Accrued but not due	6,910.85	4,406.85
c) Current portion of deferred income	312.06	312.06
d) Advance From Customers and Others	13,582.95	13,566.25
e) Unpaid Dividend	367.32	367.32
f) Capital Creditors	3,357.58	3,357.58
g) **Other Payables**		
Statutory Dues	2,212.40	2,065.25
Dues to Employees	1,550.28	1,532.33
Others	37,392.99	35,373.98
Total Other Current Liabilities	**95,953.18**	**91,248.37**
* Figures as at 1st April 2015 are inclusive of Rs. 4704.81 Lacs pursuant to section III of Composite Scheme of Arrangement.		
10. SHORT -TERM PROVISIONS		
a) Provision for Employee benefits		
Provision for Gratuity	160.74	160.74
Provision for Leave Encashment	222.08	221.43
	382.82	**382.17**
Total Short -Term Provisions	**382.82**	**382.17**
11. FIXED ASSETS		
(i) Tangible assets	549,323.60	549,323.60
Add: Pursuant to Section III of Composite Scheme of Arrangement	18,882.76	-
	568,206.36	549,323.60
Less: Accumulated Depreciation	19,244.11	19,244.11
Add: Pursuant to Section III of Composite Scheme of Arrangement	1,337.65	-
	20,581.76	19,244.11
Net Tangible assets	**547,624.59**	**530,079.49**
(ii) Intangible assets	1,880.61	1,880.61
Less: Accumulated Depreciation	1,229.00	1,229.00
Net Intangible assets	**651.61**	**651.61**
(iii) Capital work-in-progress	**42,158.93**	**42,158.93**
12. NON-CURRENT INVESTMENTS		
i) Trade Investments		
Debentures- Unquoted	16,571.48	16,571.48
CCD issued by subsidiary adjusted pursuant to Composite Scheme of Arrangement.	(14,164.88)	-
Total non-current Trade Investment	**2,406.60**	**16,571.48**
Unquoted		
Investment In Unquoted Equity Shares	31.40	31.40
Investment In Quoted And Unquoted Govt. Securities	1.10	1.10
Equity Shares Of Subs.Co./Jv/Ass.-Unqtd	47,436.87	47,436.87
Investment in JUISL, subsidiary transferred.	(28,865.52)	-
Investment in JSYL, subsidiary cancelled pursuant to Section III of Composite Scheme of Arrangement.	(1,479.00)	-
Investment in JIL, subsidiary cancelled pursuant to Section I of composite scheme of arrangement.	(5.00)	-
	17,087.35	47,436.87
Share Application Money Subsidiary Companies	4,516.93	4,516.93
Total non-current Other Investment	**21,636.78**	**51,986.30**
Total Non-current Investment	**24,043.38**	**68,557.78**
13. LONG -TERM LOANS AND ADVANCES		
a) Security Deposits		
- Unsecured, considered good	3,793.02	3,793.02
b) Loans and Advances to Related Parties		
- Unsecured, considered good		
IUP Jindal Metals & Alloys Limited	4,887.58	4,887.58
JITF Shipping and Logistics(Singapore) Pte. Ltd , transferred pursuant to Section III of Composite Scheme of Arrangement	5,311.38	-
	10,198.96	4,887.58
c) Other Loans and Advances *		
- Unsecured, considered good	13,108.67	13,108.67
Total Long -Term Loans and Advances	**27,100.65**	**21,789.27**
*** Other Loans and Advances includes :**		
Inter-corporate Loans	13,108.67	13,108.67
***includes earnest money, sales tax refundable etc.**		

JINDAL SAW LIMITED
Notes to Reference Balance Sheet as at April 1, 2015

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
14. OTHER NON CURRENT ASSETS		
Capital Advance		
- Unsecured, considered good **	3,849.42	8,682.40
Total Other Non Current Assets	**3,849.42**	**8,682.40**
** Net of capital advance given to subsidiary adjusted pursuant to Section III of Composite Scheme of Arrangement		
15.INVENTORIES		
a) Raw Materials		
Raw Materials	63,779.45	63,779.45
Raw Materials In Transit	47,473.82	47,473.82
	111,253.27	**111,253.27**
b) Work-in-progress		
Work-in-progress	28,285.32	28,285.32
c) Finished Goods		
Finished Goods	39,517.94	39,517.94
d) Stores and Spares		
Stores and Spares	27,026.77	27,026.77
Add: Pursuant to Section III of Composite Scheme of Arrangement	629.76	-
	27,656.53	27,026.77
Goods In Transit-Stores Material	3,492.04	3,492.04
	31,148.57	**30,518.81**
e) Loose Tools		
Loose Tools	742.90	742.90
f) Others		
Scrap	2,377.60	2,377.60
Total Inventories	**213,325.60**	**212,695.84**
16. CURRENT INVESTMENTS		
Investment In Quoted Mutual Funds	27,300.00	27,300.00
Total current Investment	**27,300.00**	**27,300.00**
17.TRADE RECEIVABLES		
Unsecured		
Exceeding Six Months		
Considered Good	40,112.44	40,112.44
Add: Pursuant to Section III of Composite Scheme of Arrangement	7,577.21	-
	47,689.65	40,112.44
Considered Doubtful	269.70	269.70
Less: Provision for doubtful debts	(269.70)	(269.70)
Others		
Considered Good	109,831.28	109,831.28
Total Trade Receivables	**157,520.93**	**149,943.72**
18.CASH AND BANK BALANCES		
a) Cash And Cash Equivalents		
Cash-on-hand	96.63	96.63
Add: Pursuant to Section III of Composite Scheme of Arrangement	0.22	-
	96.85	96.63
Balances with Banks		
On current accounts	16,120.73	16,120.73
Add: Pursuant to Section III of Composite Scheme of Arrangement	75.83	-
	16,196.56	16,120.73
b) Other Bank Balances		
On Unpaid Dividend Accounts	367.32	367.32
Fixed Deposits (with original maturity of three months or more)*#	1,652.57	1,652.57
Add: Pursuant to Section III of Composite Scheme of Arrangement	1,098.06	-
	3,117.95	2,019.89
Total Cash and Bank balances	**19,411.36**	**18,237.25**

*Includes Fixed Deposits maturing after 12 Months Rs. 2243.41 lacs (as at March 31, 2015 Rs. 1125.04 lacs)
#Includes Rs. 2402.67 lacs (As at March 31, 2015 Rs. 1229.18 lacs) pledged with banks/government departments etc.

JINDAL SAW LIMITED
Notes to Reference Balance Sheet as at April 1, 2015

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
19.SHORT -TERM LOANS and ADVANCES		
a) Loans and advances to related parties		
- Unsecured, considered good*	20,443.42	37,752.51
b) Loans and advances to Other parties (Inter corporate loan)		
- Unsecured, considered good	2,507.85	2,507.85
c) Loans and Advances recoverable in cash or kind		
- Unsecured, considered good**	66,366.28	64,358.23
d) Other loans and advances		
- Unsecured, considered good		
Advances to vendors	15,842.02	10,696.50
Loans to Employees	257.71	252.14
Balances with Central Excise/Port authorities	46.50	46.50
	16,146.23	**10,995.14**
Total Short -Term Loans and Advances	**105,463.79**	**115,613.73**
*** Comprise of:**		
S.V. Trading Limited	1,901.18	1,901.18
Ralael Holdings Limited	6,190.06	6,190.06
Jindal ITF Limited	29,116.55	29,116.55
Less: JITF Urban Infrastructure Services Limited, loan transferred pursuant to Scheme I	(2,277.05)	
Less: Loan taken by subsidiary adjusted pursuant to Section III of Composite Scheme of Arrangement	(14,631.45)	
	12,208.05	29,116.55
JITF Urban Infrastructure Services Limited, loan transferred pursuant to Scheme I	2,277.05	-
Less: Loan taken by subsidiary adjusted pursuant to Section III of Composite Scheme of Arrangement	(2,277.05)	-
	-	-
JITF Urban Infrastructure Services Limited	400.59	400.59
Less: Loan taken by Subsidiary Adjusted pursuant to Section III of Composite Scheme of Arrangement.	(400.59)	-
	-	400.59
Nalwa Investments Limited	96.96	96.96
Colorado Trading Co. Limited	47.17	47.17
Hexa Securities & Finance Co. Limited	-	-
	20,443.42	**37,752.51**
**Includes sales tax receivables, cenvat credit receivables etc.		
20.OTHER CURRENT ASSETS		
Interest Accrued on Fixed Deposits	427.35	427.35
Total Other Current Assets	**427.35**	**427.35**

Auditor's Report

The Board of Directors,
JITF INFRALOGISTICS LIMITED
A-1, UPSIDC Industrial Area,
Nandgaon Road, Kosi Kalan,
Uttar Pradesh – 281403

Limited Review Report–Reference Balance Sheet as at 1st April,2015.

We have reviewed the accompanying statement of unaudited reference Balance Sheet as at 1st April, 2015 of JITF INFRALOGISTICS LIMITED ("the Company"), being prepared for the purpose of Composite Scheme of Arrangement for demerger of Investment in Infrastructure business from Jindal Saw Limited into the company. Balance Sheet as at 31st March, 2015 depicts the State of Affairs of the Assets and Liabilities prior to demerger of the Infrastructure business into the company from Jindal Saw Limited and reference Balance Sheet as at 1st April, 2015 depicts the State of Affairs of Assets and Liabilities after demerger of the Infrastructure business from the Jindal Saw Limited into the company. This statement is the responsibility of the Company's Management and has been approved by the Board of Directors/committee of Board of Directors. Our responsibility is to issue a report on these financial statements based on our review.

The aforesaid reference Balance Sheet is made specifically for the purpose of Composite Scheme of Arrangement between Jindal Saw Limited and JITF Infralogistics Limited.Therefore, figures for the corresponding previous period ended 31st March, 2014 as required under Indian Accounting Standard for Interim Financial Reporting notified by Ministry of Corporate Affairs, has not been made and furnished.

We conducted our review in accordance with the Standard on Review Engagements (SRE) 2410, "Review of Interim financial information performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement(s). A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Based on our review conducted as stated above, nothing has come to our attention that causes us to believe that the accompanying statement of reference Balance Sheet as at 1st April, 2015 prepared in accordance with the Indian Accounting Standards issued under the Companies (Indian Accounting Standards) Rules, 2015 which continue to apply as per section 133 of the Companies Act, 2013 and other recognized accounting practices and policies, has not disclosed the information required to be disclosed, or that it contains any material misstatement.

For N.C. Aggarwal & Co.
Chartered Accountants
Firm Registration No. 003273N

Place : New Delhi
Dated : 8th February, 2016

(G.K. Aggarwal)
Partner
M.No.086622

JITF INFRALOGISTICS LIMITED

Unaudited IND AS Reference Balance Sheet as at 1st April 2015 Pursuant to Composite Scheme of Arrangement

(Amount in Rs.)

Particulars	Note No.	As at 1st April 2015	As at 31st March 2015
I. EQUITY AND LIABILITIES			
(1) Equity			
(a) Equity Share capital	1	51,407,412	500,000
(b) Other Equity			
(i) Equity component of other financial instruments			
(ii) Retained Earnings	2	(201,525)	(201,525)
(iii) Reserves			
1.1 Reserves representing unrealised gains/losses		-	-
1.2 Other Reserves		3,103,408,484	-
		3,154,614,371	**298,475**
Current liabilities			
(2) (a) Other current liabilities	3	107,767	107,767
(b) Short-term provisions		-	-
		107,767	**107,767**
TOTAL		**3,154,722,138**	**406,242**
II. ASSETS			
(1) Non-current assets			
(a) Financial Assets			
(i) Non-current investments	4	2,886,551,958	-
(ii) Long-term loans and advances	5	267,763,938	-
(b) Other non-current assets	6	49,794	49,794
		3,154,365,690	**49,794**
(2) Current assets			
(i) Cash and cash equivalents	7	356,448	356,448
(ii) Short-term loans and advances		-	-
		356,448	**356,448**
TOTAL		**3,154,722,138**	**406,242**

In terms of our report of even date annexed hereto

Note: Reference Balance Sheet prepared under Indian Accounting Standards (Ind AS) from the transition date 1st April 2014 for the year ended 31st March 2015 is solely for the use of Company for Filing with Hon'ble High Court of Allahabad (Uttar Pradesh) and other regulatory authority in connection with the proposed Composite Scheme of Arrangement.

For N.C. AGGARWAL & CO.
Chartered Accountants
Firm Registration No. 003273N

G.K.AGGARWAL
Partner
M.No.086622

Place : New Delhi
Dated: 8th February,2016

For and on behalf of the Board of Directors of
JITF Infralogistics Limited

Alok Kumar
Director
DIN - 00930344

Rakesh Gupta
Director
DIN - 07130110

JITF INFRALOGISTICS LIMITED

Statement of change in equity of reference Balance Sheet as at 1st April, 2015

(Amount in Rs.)

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
1 SHARE CAPITAL		
(a) **Authorised Share Capital**		
50,000 Equity shares of Rs. 10/- each	500,000	500,000
(b) Issued, Subscribed and Paid Up Capital		
50,000 Equity shares of Rs. 10/- each fully paid up	500,000	500,000
Equity Share Capital cancelled	(500,000)	-
	-	**500,000**
(c) Equity Share Capital Suspense		
24479954 equity shares of Face value of Rs 2/- each to be issued Pursuant to Section I of Composite Scheme of Arrangement.	48,959,908	-
Add: 1223752 Equity Shares to be issued to CCD holders of Jindal Saw Limited Pursuant to Scheme of Arrangement	2,447,504	-
	51,407,412	**-**
(d) **Reconciliation of the Number of Shares outstanding at the beginning and at the end of the reporting year**		
Shares outstanding at the beginning of the year	50,000	50,000
Shares issued during the year	-	-
Shares outstanding at the end of the year	**50,000**	**50,000**
(e) **Terms/Rights Attached to Equity Shares** The Company has only one class of equity shares having a par value of Rs.10/- per equity share. Each equity shareholder is entitled to one vote per share.		

2 **OTHER EQUITY** **(Amount in Rs.)**

Particular	Balance as at 31st March, 2015	Total Comprehensive Income for the year	Transfer Pursuant to Composite Scheme of Arrangement	Balance as at 1st April,2015
(i) Equity component of other financial instruments				
(ii) Retained Earnings	(201,525)	-	-	(201,525)
(iii) Reserves				
1.1 Reserves representing unrealised gains/losses				
Re-valuation Surplus				
Remeasurements of the net defined benefit Plans				
1.2 Other Reserves				
Securities Premium Account	-	-	3,103,408,484	3,103,408,484
General Reserve				
(iii) Total Reserves	**-**	**-**	**3,103,408,484**	**3,103,408,484**
Grand Total	**(201,525)**	**-**	**3,103,408,484**	**3,103,408,484**

Notes to Reference Balance sheet as at April 1, 2015

3 OTHER CURRENT LIABILITIES		
Statutory Dues	2,950	2,950
Other payable	104,817	104,817
Total Other Current Liabilities	**107,767**	**107,767**
4 NON-CURRENT INVESTMENTS	**-**	**-**
Add: Pursuant to Section I of Composite Scheme of Arrangement		
- In JITF Urban Infrastructure Services Limited	2,886,551,958	-
Total Non Current Investments	**2,886,551,958**	**-**
5 LONG TERM LOANS AND ADVANCES		
Related party:		
JITF Urban Infrastructure Services Limited	267,763,938	-
Total Long Term Loans and Advances	**267,763,938**	**-**
6 OTHER NON CURRENT ASSETS		
Miscellaneous Expenditure to the extent not written off	49,794	49,794
Total Other Non Current Assets	**49,794**	**49,794**
7 CASH AND CASH EQUIVALENTS		
Balances with Banks		
-In Current Accounts	351,882	351,882
Cash on Hand	4,566	4,566
Total Cash and Cash Equivalents	**356,448**	**356,448**

Auditor's Report

The Board of Directors,
JITF SHIPYARDS LIMITED
A-1, UPSIDC Industrial Area,
Nandgaon Road, Kosi Kalan,
Uttar Pradesh – 281403

Limited Review Report–Reference Balance Sheet as at 1st April, 2015.

We have reviewed the accompanying statement of unaudited reference Balance Sheet as at1st April, 2015 of JITF SHIPYARDS LIMITED("the Company"), being prepared for the purpose of Composite Scheme of Arrangement for Amalgamation ofthe company with JITF Waterways Limited. Balance Sheet as at 31st March, 2015 depicts the State of Affairs of the Assets and Liabilities prior to Amalgamation of the company with JITF Waterways Limitedand reference Balance Sheet as at 1st April, 2015 depicts the State of Affairs of Assets and Liabilities after Amalgamation of the company with JITF Waterways Limited. This statement is the responsibility of the Company's Management and has been approved by the Board of Directors/committee of Board of Directors. Our responsibility is to issue a report on these financial statements based on our review.

The aforesaid reference Balance Sheet is made specifically for the purpose of Composite Scheme of Arrangement between JITF Shipyards Limited and JITF Waterways Limited. Therefore, figures for the corresponding previous period ended 31st March, 2014 as required under Indian Accounting Standard for Interim Financial Reporting notified by Ministry of Corporate Affairs, has not been made and furnished.

We conducted our review in accordance with the Standard on Review Engagements (SRE) 2410, "Review of Interim financial information performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement(s). A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Based on our review conducted as stated above, nothing has come to our attention that causes us to believe that the accompanying statement of reference Balance Sheet as at 1st April, 2015 prepared in accordance with the Indian Accounting Standards issued under the Companies (Indian Accounting Standards) Rules, 2015 which continue to apply as per section 133 of the Companies Act, 2013 and other recognized accounting practices and policies, has not disclosed the information required to be disclosed, or that it contains any material misstatement.

For N.C. Aggarwal & Co.
Chartered Accountants
Firm Registration No. 003273N

Place:New Delhi
Dated:8th February,2016

(G.K. Aggarwal)
Partner
M.No.086622

JITF SHIPYARDS LIMITED

Unaudited IND AS Reference Balance Sheet as at 1st April, 2015 Pursuant to Composite Scheme of Arrangement

(Amount in Rs.)

	Particulars	Note No.	As at 1st April 2015	As at 31st March 2015
I.	**EQUITY AND LIABILITIES**			
	(1) Equity			
	(a) Equity Share capital	1	-	757,686,530
	(b) Other Equity			
	(i) Equity component of other financial instruments			2,383,233,620
	(ii) Retained Earnings	2	-	46,653,957
	(iii) Reserves			
	1.1 Reserves representing unrealised gains/losses		-	(593,096)
	1.2 Other Reserves		-	1,831,938,890
			-	**5,018,919,901**
	(2) Share application money pending allotment			
	(3) Non-current liabilities			
	(a) (i) Financial Liabilities			
	(ii) Other financial liabilities	3	-	651,883,018
	(b) Long-term provisions	4	-	751,720
			-	**652,634,738**
	(4) Current liabilities			
	(a) Financial Liabilities			
	(i) Short Term Borrowings	5	-	1,342,353,718
	(ii) Trade and other payables	6	-	4,500
	(iii) Other financial liabilities			
	(b) Other current liabilities	7	-	8,117,682
	(c) Short-term provisions	8	-	28,885
			-	**1,350,504,785**
	(5) Liabilities associated with group(s) of assets held for disposal			
	TOTAL		**-**	**7,022,059,424**
II.	**ASSETS**			
	(1) Non-current assets			
	(a) Property, Plant and Equipment	9	-	744,122,957
	(b) Capital work-in-progress		-	164,578
	(c) Financial Assets			
	(i) Non-current investments	10	-	6,242,635,150
	(ii) Long-term loans and advances	11	-	514,932
	(d) Other non-current assets	12	-	3,506,508
			-	**6,990,944,125**
	(2) Current assets			
	(a) Inventories	13	-	1,025,200
	(b) Financial Assets			
	(i) Current investments			
	(ii) Trade and other receivables	14	-	8,495,647
	(iii) Cash and cash equivalents	15	-	12,346,386
	(iv) Short-term loans and advances	16	-	8,096,383
	(c) Assets for Current Tax (Net)	17	-	473,500
	(d) Other current assets	18	-	678,183
			-	**31,115,299**
	(3) **Non-current assets classified as held for sale.**			
	TOTAL		**-**	**7,022,059,424**

In terms of our report of even date annexed hereto

Note:Reference Balance Sheet prepared under Indian Accounting Standards (Ind AS) from the transition date 1st April 2014 for the year ended 31st March 2015 is solely for the use of the Company for Filing with Hon'ble High Court of Allahabad (Uttar Pradesh) and other regulatory authority in connection with the proposed Composite Scheme of Arrangement.

For N.C. AGGARWAL & CO.
Chartered Accountants
Firm Registration No. 003273N

For and on behalf of the Board of Directors
JITF Shipyards Limited

G.K.AGGARWAL
Partner
M.No.086622

Sunil Kumar Jain
Director
DIN - 01308863

Alok Kumar
Director
DIN - 00930344

Nitish Kumar
Company Secretary
M. No. A33380

Place : New Delhi
Dated : 8th February,2016

JITF SHIPYARDS LIMITED

Statement of change in Equity of reference balance sheet as at April 1, 2015

(Amount in Rs.)

1	**SHARE CAPITAL**		
	(a) AUTHORISED SHARE CAPITAL		
	6,000,000 Equity Shares of Rs. 10/- each	60,000,000	60,000,000
	(b) ISSUED, SUBSCRIBED AND PAID UP CAPITAL		
	7,57,68,647 (PY 5,630,000) Equity Shares of Rs.10/- each fully paid up	56,300,000	56,300,000
	Less: Transferred pursuant to proposed scheme of merger	(56,300,000)	-
	Net	**-**	**56,300,000**
	(c) EQUITY SHARE CAPITAL SUSPENSE		
	70138653 equity shares to be issued Pursuant to Composite Scheme of Arrangement as approved by Hon,ble High Court of Allahabad Judicature at Allahabad	701,386,530	701,386,530
	Less: Transferred pursuant to proposed scheme of merger	(701,386,530)	-
	Net	**-**	**701,386,530**
	(d) RECONCILIATION OF THE NUMBER OF SHARES OUTSTANDING AT THE BEGINNING AND AT THE END OF THE YEAR		
	Shares outstanding at the beginning of the year	5,630,000	5,630,000
	Add: Shares issued during the year	70,138,653	70,138,653
	Shares outstanding at the end of the year	**75,768,653**	**75,768,653**
	(E) TERMS/RIGHTS ATTACHED TO EQUITY SHARES		
	The Company has only one class of equity shares having a par value of Rs.10/- per equity share. Each equity shareholder is entitled to one vote per share.		

2	**OTHER EQUITY**				
	Particular	**Balance as at 31st March, 2015**	**Total Comprehensive Income for the year**	**Transfer Pursuant to Composite Scheme of Arrangement**	**Balance as at 1st April,2015**
(i)	Equity component of other financial instruments	2,000,000,000		(2,000,000,000)	-
	Premium on Redemption of debentures	383,233,620		(383,233,620)	-
(ii)	Retained Earnings	46,653,957		(46,653,957)	-
(iii)	Reserves				
	1.1 Reserves representing unrealised gains/losses				
	Re-valuation Surplus				
	Remeasurements of the net defined benefit Plans	(593,096)		593,096	-
	1.2 Other Reserves				
	Capital Reserve				
	Capital Redemption Reserve				
	Securities Premium Account	1,831,938,890		(1,831,938,890)	-
	Debenture Redemption Reserve				
	General Reserve				
(iii)	**Total Reserves**	**1,831,345,794**	**-**	**(1,831,345,794)**	**-**

DESCRIPTION	**As at 1st April 2015**	**As at 31st March 2015**
3 OTHER LONG TERM LIABILITIES		
Advance for Land Purchase		
From Related Party		
-Jindal Saw Limited	521,883,018	521,883,018
From Others	130,000,000	130,000,000
Total Advance for Land Purchase	**651,883,018**	**651,883,018**
Total Other Long Term Liabilities	**651,883,018**	**651,883,018**
Less: Transfer pursuant to scheme of merger	651,883,018	-
Net	**-**	**651,883,018**
4 LONG TERM PROVISIONS		
For Employee Benefits		
Gratuity	361,040	361,040
Leave Encashment	390,680	390,680
Total Long Term Provisions	**751,720**	**751,720**
Less: Transfer pursuant to scheme of merger	**751,720**	**-**
Net	**-**	**751,720**
5 SHORT TERM BORROWINGS		
UNSECURED		
Loans and advances from related parties		
- Jindal ITF Limited	1,342,353,718	1,342,353,718
Total Short Term Borrowings	**1,342,353,718**	**1,342,353,718**
*Working capital loan was secured by hypothecation of company's entire current assets including inventories, receivables other current assets and operating cash flow, both present and future and carried interest @ 13.50% p.a.		
Less: Transfer pursuant to scheme of merger	**1,342,353,718**	**-**
Net	**-**	**1,342,353,718**

JITF SHIPYARDS LIMITED

Notes to Reference Balance Sheet as at April 1, 2015 **(Amount in Rs.)**

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
6 TRADE PAYABLES*		
Dues to other than Micro and Small enterprises*	4,500	4,500
Total Trade Payables	**4,500**	**4,500**
*There are no Micro and Small Enterprises, to whom the Company owes dues as at 31st March 2015. This Information as Required to be disclosed under the Micro, Small and Medium Enterprises Development Act 2006 has been Determined to the extent such Parties have been Identified on the basis of information available with the Company.		
Less: Transfer pursuant to scheme of merger	4,500	-
Net	**-**	**4,500**
7 OTHER CURRENT LIABILITIES		
a) Current maturities of Long term debt.	-	-
b) Interest accrued and due	-	-
c) Other payable		
Statutory Dues	2,511,693	2,511,693
Capital Creditors	3,188,860	3,188,860
Due to Employees	30,212	30,212
Due to others	2,386,917	2,386,917
Total Other Current Liabilities(a+b+c)	**8,117,682**	**8,117,682**
Less: Transfer pursuant to scheme of merger	8,117,682	-
Net	**-**	**8,117,682**
8 SHORT TERM PROVISIONS		
(a) For Employee Benefits		
Gratuity	10,199	10,199
Leave Encashment	18,686	18,686
Total Short Term Provisions (a+b)	**28,885**	**28,885**
Less: Transfer pursuant to scheme of merger	**28,885**	**-**
Net	**-**	**28,885**
9 PROPERTY PLANT AND EQUIPMENT AND CWIP		
Property Plant and Equipment	744,122,957	744,122,957
Capital Work in Progress	164,578	164,578
Total	**744,287,535**	**744,287,535**
Less: Transfer pursuant to scheme of merger	744,287,535	-
Net	**-**	**744,287,535**
10 NON CURRENT INVESTMENTS		
Equity Shares Fully Paid Up of Subsidiary Company-Unquoted		
Investment in Jindal Intellicom Ltd	108,754,470	108,754,470
Investment in JITF Coal Logistics Ltd	500,000	500,000
Investment in JITF Waterways Ltd.	6,133,380,680	6,133,380,680
Total	**6,242,635,150**	**6,242,635,150**
Less: Transfer pursuant to scheme of merger	(6,242,635,150)	-
Net	**-**	**6,242,635,150**
11 LONG-TERM LOANS AND ADVANCES		
Security Deposits		
Unsecured, considered good	514,932	514,932
Sub Total-Security Deposits	**514,932**	**514,932**
Total Long Term Loans and Advances	514,932	514,932
Less: Transfer pursuant to scheme of merger	514,932	-
Net	**-**	**514,932**
12 OTHER NON CURRENT ASSETS		
Capital Advances		
Unsecured, considered good		
To Related party-Jindal ITF Ltd.	-	-
To others	3,506,508	3,506,508
Sub Total- Capital Advances	3,506,508	3,506,508
Less: Transfer pursuant to scheme of merger	3,506,508	-
Net	**-**	**3,506,508**

JITF SHIPYARDS LIMITED

Notes to Reference Balance Sheet as at April 1, 2015 **(Amount in Rs.)**

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
13 INVENTORIES		
Scrap	1,000,000	1,000,000
Stores & consumables	25,200	25,200
Total Inventories	**1,025,200**	**1,025,200**
Less: Transfer pursuant to scheme of merger	1,025,200	-
Net	**-**	**1,025,200**
14 TRADE RECEIVABLES		
Unsecured,considered good		
Outstanding less than six months		
From Related Party-Jindal ITF Limited	8,495,647	8,495,647
Total Trade Receivables	**8,495,647**	**8,495,647**
Less: Transfer pursuant to scheme of merger	**8,495,647**	**-**
Net	**-**	**8,495,647**
15 CASH AND BANK BALANCES		
A Cash and Cash Equivalents		
Balances with Banks		
Current Accounts	2,335,338	2,335,338
Cash on Hand	11,048	11,048
B Other Bank Balances		
Fixed Deposit with original maturity of more than twelve months*	10,000,000	10,000,000
Total Cash and Bank Balances (A+B)	**12,346,387**	**12,346,387**
**Out of this Pledged with bank Rs.10,000,000/- (Previous year Rs. Nil) as margin for bank guarantee*		
Less: Transfer pursuant to scheme of merger	**12,346,387**	**-**
Net	**-**	**12,346,387**
16 SHORT-TERM LOANS AND ADVANCES		
Unsecured, Considered good		
Advance Recoverable in Cash or in kind*	7,591,622	7,591,622
Advance to related Party		
-Jindal ITF Limited	-	-
Other	504,761	504,761
Total Short Term Loans and Advances	**8,096,383**	**8,096,383**
*includes service tax cenvat,vat input etc.		
Less: Transfer pursuant to scheme of merger	**8,096,383**	**-**
Net	**-**	**8,096,383**
17 ASSETS FOR CURRENT TAX (NET)		
TDS Receivable	473,500	473,500
Total Assets for Current Tax	**473,500**	**473,500**
Less: Transfer pursuant to scheme of merger	**(473,500)**	-
Net	**-**	**473,500**
18 OTHER CURRENT ASSETS		
Interest accrued on Investment / Fixed Deposit	678,183	678,183
Total Other Current Assets	678,183	678,183
Less: Transfer pursuant to scheme of merger	**678,183**	**-**
Net	**-**	**678,183**

Auditor's Report

The Board of Directors,
JITF WATERWAYS LIMITED
A-1, UPSIDC Industrial Area,
Nandgaon Road, Kosi Kalan,
Uttar Pradesh – 281403

Limited Review Report–Reference Balance Sheet as at 31st March, 2015 and 1st April, 2015.

We have reviewed the accompanying statement of unaudited reference Balance Sheet as at 1st April, 2015 of **JITF WATERWAYS LIMITED** ("the Company"), being prepared for the purpose of Composite Scheme of Arrangement for Amalgamation of JITF SHIPYARDS LIMITED into the company as per Section II of the Scheme and Demerger of Ocean Waterways Business from the company into the Jindal Saw Limited as per Section III of the Scheme. Balance Sheet as at 31st March, 2015 depicts the State of Affairs of the Assets and Liabilities prior to effect of Section II and Section III of the Schemeand reference Balance Sheet as at 1st April, 2015 depicts the State of Affairs of Assets and Liabilities after Amalgamation JITF Shipyards Limited into the company and Demerger of Ocean Waterways Segment into the Jindal Saw Limited. This statement is the responsibility of the Company's Management and has been approved by the Board of Directors/committee of Board of Directors. Our responsibility is to issue a report on these financial statements based on our review.

The aforesaid reference Balance Sheet is made specifically for the purpose of Composite Scheme of Arrangement between JITF Shipyards Limited and JITF Waterways Limited as per Section II and Jindal Saw Limited and JITF Waterways Limited as Per Section III of the Scheme.Therefore, figures for the corresponding previous period ended 31st March,2014 as required under Indian Accounting Standard for Interim Financial Reportingnotified by Ministry of Corporate Affairs, has not been made and furnished.

We conducted our review in accordance with the Standard on Review Engagements (SRE) 2410, "Review of Interim financial information performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement(s). A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Based on our review conducted as stated above, nothing has come to our attention that causes us to believe that the accompanying statement of reference Balance Sheet as at 1st April, 2015 prepared in accordance with the Indian Accounting Standards issued under the Companies (Indian Accounting Standards) Rules, 2015 which continue to apply as per section 133 of the Companies Act, 2013 and other recognized accounting practices and policies, has not disclosed the information required to be disclosed, or that it contains any material misstatement.

For N.C. Aggarwal & Co.
Chartered Accountants
Firm Registration No. 003273N

Place : New Delhi
Dated : 8th February, 2016

(G.K. Aggarwal)
Partner
M.No.086622

JITF WATERWAYS LIMITED

Unaudited Reference IND AS Balance Sheet as at 1st April, 2015 Pursuant to Composite Scheme of Arrangement

(Amount in Rs.)

Particulars	Note No.	As at 1st April 2015	As at 31st March 2015
I. EQUITY AND LIABILITIES			
(1) Equity			
(a) Equity Share capital	1	20,000,000	2,044,793,560
(b) Other Equity			
(i) Equity component of other financial instruments			
(ii) Retained Earnings	2	-	(3,729,645,142)
(iii) Reserves			
1.1 Reserves representing unrealised gains/losses		(405,100)	(405,100)
1.2 Other Reserves		705,980,216	4,088,587,120
		725,575,116	**2,403,330,438**
(2) Share application money pending allotment			
(3) Non-current liabilities			
(a) Financial Liabilities			
(i) Long-term borrowings	3	161,979,759	2,194,735,060
(ii) Other financial liabilities	4	-	-
(b) Long-term provisions	5	751,720	742,627
		162,731,479	**2,195,477,687**
(4) Current liabilities			
(a) Financial Liabilities			
(i) Short Term Borrowings	6	47,866,037	149,457,514
(ii) Trade and other payables	7	426,289	327,494,475
(b) Other current liabilities	8	11,743,125	474,106,313
(c) Short-term provisions	9	28,885	64,687
(d) Liabilities for Current Tax (Net)		**60,064,336**	**951,122,989**
TOTAL		**948,370,931**	**5,549,931,114**
II. ASSETS			
(1) Non-current assets			
(a) Property, Plant and Equipment	10	784,029,365	1,794,416,760
(b) Capital work-in-progress		164,578	-
(c) Financial Assets			
(i) Non-current investments	11	109,254,470	67
(ii) Long-term loans and advances	12	4,021,441	537,868,302
(iii) Other Non Current Assets	13	-	19,385,502
(d) Deferred tax assets (net)	14	17,567,302	1,489,761,712
		915,037,156	**3,841,432,343**
(2) Current assets			
(a) Inventories	15	1,213,679	63,164,150
(b) Financial Assets			
(i) Current investments			
(i) Trade and other receivables	16	9,079,287	758,304,314
(ii) Cash and cash equivalents	17	12,346,387	117,410,674
(iii) Short-term loans and advances	18	10,016,239	760,585,054
(c) Other current assets	19	678,183	9,034,579
		33,333,775	**1,708,498,771**
TOTAL		**948,370,931**	**5,549,931,114**

In terms of our report of even date annexed hereto

Note:Reference Balance Sheet prepared under Indian Accounting Standards (Ind AS) from the transition date 1st April 2014 for the year ended 31st March 2015 is solely for the use of the Company for Filing with Hon'ble High Court of Allahabad (Uttar Pradesh) and other regulatory authority in connection with the proposed Composite Scheme of Arrangement.

For N.C. AGGARWAL & CO.
Chartered Accountants
Firm Registration No. 003273N

G.K.AGGARWAL
Partner
M.No.086622

Place : New Delhi
Dated : 8th February, 2016

For and on behalf of the Board Of Directors of
JITF Waterways Limited

Preetika Singh Johar
Director
DIN No. 06959515

Alok Kumar
Director
DIN No.00930344

Megha Gupta
Company Secretary
M. No. A25008

JITF WATERWAYS LIMITED
Statement of change in equity of reference Balance Sheet as at April 1, 2015

(Amount in Rs.)

DESCRIPTION	**As at 1st April 2015**	**As at 31st March 2015**
1 SHARE CAPITAL		
(a) Authorised Share Capital		
21,00,00,000 Equity Shares of 10/- each	2,100,000,000	2,100,000,000
(b) Issued, Subscribed and Fully Paid-Up		
20,44,79,356 (Previous year 20,44,79,356) Equity Shares of 10/- each fully paid-up	2,044,793,560	2,044,793,560
Less: Reduction Pursuant to Section III of the Composite Scheme of Arrangement	(2,024,793,560)	-
Net	**20,000,000**	**2,044,793,560**
(c) Reconciliation of the Number of Shares outstanding at the beginning and at the end of the year		
Shares outstanding at the beginning of the year		122,413,333
Shares issued during the year		82,066,023
Shares outstanding at the end of the year		**204,479,356**
(d) Share of the company held by :-		
Its Holding Company-Jindal Saw Limited		
No. of Shares Held		204,479,356
(e) Shares in the Company held by each Shareholder Holding More than 5% shares are as under:		
Name of the Equity Shareholder		
Jindal Saw Limited*		
No. of Shares Held		204,479,356
% of Holding		100%
* Including 700 Shares (Previous year 700 shares)held by Person/Companies as nominee of JITF Shipyards Limited		
(f) Aggregate number of bonus shares issued, shares issued or consideration other than cash and bought back shares during the period of five years immediately preceding the reporting date:		Nil
(g) **Terms/Rights attached to Equity Shares**		
The Company has only one class of equity shares having a par value of Rs.10/- per equity share. Each equity shareholder is entitled to one vote per share.		

2 OTHER EQUITY

(Amount in Rs.)

Particulars	**Balance as at 31st March, 2015**	**Total Comprehensive Income for the year**	**Transfer/ Adjustments in Pursuant to Section II Composite Scheme of Arrangement**	**Cancelled/ Reduction in Pursuant to Scheme**	**Issue during the year**	**Transfer Out/ Adjustments Pursuant to Section III of Composite Scheme of Arrangement**	**Balance as at 1st April, 2015**
(i) Equity component of other financial instruments			2,000,000,000			(2,000,000,000)	-
Premium on CCD			383,233,620			(383,233,620)	-
(ii) Retained Earnings	(3,729,645,142)	-	46,060,861			3,683,584,281	-
(iii) Reserves							
1.1 ***Reserves representing unrealised gains/losses***							
Re-valuation Surplus							
Remeasurements of the net defined benefit Plans	(405,100)	-	-	-	-	-	(405,100)
1.2 ***Other Reserves***						*	
Capital Reserve Account			-		-	161,148,354	161,148,354
Securities Premium Account	4,088,587,120	-	-	(3,543,755,258)	-	-	544,831,862
(iii)Total Reserves	**4,088,182,020**	**-**	**-**	**(3,543,755,258)**	**-**	**161,148,354**	**705,575,116**
Grand Total	**358,536,878**	**-**	**2,046,060,861**	**(3,543,755,258)**	**-**	**1,844,732,635**	**705,575,116**

Reduction in Securities Premium

Note: 9.25% CCD's are compulsorily convertible within five years from March, 2011 with call option by the promoter of the Company -Jindal Saw Limited to buy back CCD's at premium of 1% of the paid up value of the CCD's, so as to give an IRR of 14% per annum (inclusive of 9.25% coupon rate). It also carry put option by the financial institution to require the promoter to buy back CCD's in three installments upto 30:30:40 each year after 3rd, 4th and 5th year respectively from the date of allotment i.e. 13th April, 2011. IFCI has exercised put option on Jindal Saw Ltd to buy 12% CCD, 12 No. of Face value of Rs. 10 crores each aggregating to Rs. 120 crores upto 31st March, 2015.

JITF WATERWAYS LIMITED
Notes to Reference Balance sheet as at April 1, 2015

(Amount in Rs.)

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
3 LONG-TERM BORROWINGS		
SECURED LONG TERM BORROWINGS		
Term Loan From Banks*	2,194,735,060	2,194,735,060
Loan from others	130,000,000	-
Total Long Term Borrowings	**2,324,735,060**	**2,194,735,060**
Less: Transferred pursuant to Section III of Composite Scheme of Arrangement	(2,162,755,301)	-
Net	**161,979,759**	**2,194,735,060**

*Term Loan from ICICI Bank of Rs.244.51 crores carries interest@13.50% p.a-14.50% p.a.Loan is repayable as follows: F.Y 2015-16 Rs.25.04 crores F.Y 2016-17 Rs.25.10 crores each year,F.Y 2017-18 Rs.46.56 crores,F.Y2018-19 Rs.50.05 crores F.Y.2019-2020 Rs.61.12 crore and F.Y.2020-2021 Rs.36.64 crore.

Term Loans are secured against mortgage of Vessels by first charge in favour of Banks. Term Loans are also guaranteed by way of pledge of 30% equity of the company and also supported by letter of undertaking/corporate guarantee of ultimate holding company. Loan is also secured by Corporate Guarantee of Jindal ITF Limited. Term loan of Rs 123 crores is also secured by second pari passu charge over the receivables accruing to the Borrower.

4 OTHER LONG TERM LIABILITIES		
Advance for Land Purchase		
From Related Party		
-Jindal Saw Limited	502,683,018	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(502,683,018)	-
	-	-
5 LONG-TERM PROVISIONS		
Provision for Leave Encashment	742,627	742,627
Total Long term Provisions	**742,627**	**742,627**
Add: Increased pursuant to the scheme of merger:		-
Provision for Gratuity	361,040	
Provision for Leave Encashment	390,680	
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(742,627)	-
Net	**751,720**	**742,627**
6 SHORT-TERM BORROWINGS		
(a) Loan repayable on Demand		
Secured		
Working Capital borrowings From banks*	93,754,290	93,754,290
Secured Short term borrowings	**93,754,290**	**93,754,290**

*Working Capital Facility is secured by way of hypothecation and/or pledge of current assets namely finished good, raw material , work in progress , consumable stores and spares, book debts, bill receivable and by way of second charge in respect of other moveable and immoveable properties of the Company. Working Capital Facility is repayable on demand.

(b) Loans and advances from related parties		
Unsecured		
- Jindal ITF Ltd.	**55,703,224**	**55,703,224**
	55,703,224	**55,703,224**
Total Short TermBorrowings	**149,457,514**	**149,457,514**
Add:Loan to Jindal ITF pursuant to Section II of the Composite Scheme of Arrangement	1,361,553,718	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(1,463,145,195)	
Net Payable to Jindal ITF Limited	**47,866,037**	**149,457,514**

JITF WATERWAYS LIMITED
Notes to Reference Balance sheet as at April 1, 2015

(Amount in Rs.)

	DESCRIPTION	As at 1st April 2015	As at 31st March 2015
7	**TRADE PAYABLES**		
	Dues to other than Micro and Small enterprises	327,494,475	327,494,475
	Total Trade Payables	**327,494,475**	**327,494,475**
	Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	4,500	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(327,072,686)	-
	Net	**426,289**	**327,494,475**
	*There are no Micro and Small Enterprises, to whom the Company owes dues as at 31st March,2015. This Information as Required to be disclosed under the Micro, Small and Medium Enterprises Development Act 2006 has been Determined to the extent such Parties have been Identified on the basis of information available with the Company.		
8	**OTHER CURRENT LIABILITIES**		
	Current maturity of Long Term Debt	250,400,000	250,400,000
	Payable to related party		
	Jindal ITF Limited	1,669,916	1,669,916
	Dues to Employees	1,794,654	1,794,654
	Other payable		
	Statutory Dues	14,714,912	14,714,912
	Other liabilities	205,526,831	205,526,831
	Total Other Current Liabilities	**474,106,313**	**474,106,313**
	Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	8,117,682	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement*	(470,480,870)	-
	Net	**11,743,125**	**474,106,313**
	*Comprising of:		
	Current maturity of Long Term Debt	250,400,000	
	Payable to related party		
	Jindal ITF Limited	1,669,916	
	Dues to Employees	1,794,654	
	Other payable		
	Statutory Dues	14,714,912	
	Other liabilities	201,901,388	
		470,480,870	**-**
9	**SHORT TERM PROVISIONS**		
	For Employee Benefits		
	Leave Encashment	64,687	64,687
	Total Short Term Provisions	**64,687**	**64,687**
	Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	28,885	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(64,687)	-
	Net	**28,885**	**64,687**
10	**FIXED ASSETS**		
	Tangible Fixed Assets	1,794,416,760	1,794,416,760
	Intangible Fixed Assets	-	-
		1,794,416,760	1,794,416,760
	Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	744,122,958	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(1,754,510,353)	-
	Net	**784,029,365**	**1,794,416,760**
11	**NON-CURRENT INVESTMENTS**	67	67
	Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	6,242,635,150	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(6,133,380,680)	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(67)	
	Net	**109,254,470**	**67**

JITF WATERWAYS LIMITED
Notes to Reference Balance sheet as at April 1, 2015

(Amount in Rs.)

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
12 LONG TERM LOANS AND ADVANCES		
Security Deposit	6,730,143	6,730,143
Loan and advance to related party		
JITF Shipping and Logistics(Singapore) Pte. Ltd	531,138,159	531,138,159
Total Long Term Loans and advances	**537,868,302**	**537,868,302**
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	4,021,441	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement*	(537,868,302)	-
Net	**4,021,441**	**537,868,302**
*Comprising of:		
Security Deposit	6,730,143	
Loan and advance to related party		
JITF Shipping and Logistics(Singapore) Pte. Ltd	531,138,159	
	537,868,302	**-**
13 OTHER NON CURRENT ASSETS		
Capital advance	19,385,502	19,385,502
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(19,385,502)	-
Net	**-**	**19,385,502**
14 DEFERRED TAX ASSET (NET)	**1,489,761,712**	**1,489,761,712**
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(1,472,194,410)	-
Net	**17,567,302**	**1,489,761,712**
15 INVENTORIES		
Stores and Spares	23,664,385	23,664,385
Fuel and Lubricants	39,499,764	39,499,764
	63,164,149	**63,164,150**
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	1,025,200	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(62,975,670)	-
Total Inventories	**1,213,679**	**63,164,150**
16 TRADE RECEIVABLES		
Outstanding More than Six Months		
Unsecured, Considered good	675,454,639	675,454,636
Outstanding Less than Six Months		
Unsecured, Considered good	82,849,678	82,849,678
Total Trade Receivables	**758,304,317**	**758,304,314**
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	8,495,645	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(757,720,675)	-
Net	**9,079,287**	**758,304,314**
17 CASH & BANK BALANCES		
(a) Cash And Cash Equivalents		
Cash-in-hand	21,882	21,882
Balances with Banks		
In current accounts	7,582,924	7,582,924
Fixed deposit with original maturity less than three months		-
(b) Other Bank Balances		
Fixed Deposits with original maturity more than three months but less than twelve months	109,805,868	109,805,868
Fixed Deposits with original maturity more than twelve months*		-
Total Cash and Bank balances(a+b)	**117,410,674**	**117,410,674**
Pledged with bank as margin for bank guarantee		
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement*	12,346,387	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement**	(117,410,674)	-
Net	**12,346,387**	**117,410,674**

(Amount in Rs.)

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
***Comprising of**		
Cash-in-hand	2,335,338	
In current accounts	11,048	
Fixed Deposits with original maturity more than three months but less than twelve months	10,000,000	
	12,346,386	**-**
**Comprising of		
Cash-in-hand	21,882	
In current accounts	7,582,924	
Fixed Deposits with original maturity more than three months but less than twelve months	109,805,868	
	117,410,674	**-**
18 SHORT-TERM LOANS AND ADVANCES		
(a) Advance Recoverable in cash or in kind*		
Unsecured, considered good	185,040,434	185,040,434
	185,040,434	**185,040,434**
(b) Other Loans and Advances		
Unsecured, considered good		
Advance taxation (net of provision)	60,435,278	60,435,278
Advances to vendors	514,551,972	514,551,972
Loans to Employees	557,370	557,370
Sub Total-Other Loan and Advances	**575,544,620**	**575,544,620**
Total -Short Term Loans and Advances	**760,585,054**	**760,585,054**
**includes insurance claim receivable, service tax receivable and advances,etc.*		
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	8,569,882	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement**	(759,138,697)	-
Net	**10,016,239**	**760,585,054**
****Comprising of**		
Advance Recoverable in cash or in kind	185,040,434	
Advance taxation (net of provision)	60,435,278	
Advances to vendors	513,105,615	
Loans to Employees	557,370	
	759,138,697	**-**
19 OTHER CURRENT ASSETS		
Interest Accrued on Fixed Deposits	9,034,579	9,034,579
Total Other Current Assets	**9,034,579**	**9,034,579**
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	678,183	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(9,034,579)	-
Net	**678,183**	**9,034,579**

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD
ORIGINAL COMPANY JURISDICTION
COMPANY APPLICATION NO. 4 OF 2016
[Under Sections 391-394 of the Companies Act, 1956]

DISTRICT : MATHURA

IN THE MATTER OF
COMPOSITE SCHEME OF ARRANGEMENT AMONG JINDAL SAW LIMITED AND JITF INFRALOGISTICS LIMITED AND JITF SHIPYARDS LIMITED AND JITF WATERWAYS LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS.

AND

IN THE MATTER OF

JINDAL SAW LIMITED a company duly incorporated and existing under the Companies Act, 1956, having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403.

...Applicant / Demerged Company 1 / Resulting Company 2

FORM OF PROXY

CIN: **L27104UP1984PLC023979**
Name of the company: **Jindal Saw Limited**
Registered office: **A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403**

Name of the creditor(s):
Registered address:
E-mail Id:

I/We, the undersigned, as an Secured Creditor/s of Jindal Saw Limited (the "Company"), do hereby appoint:

1. Name:.....
   Address: .....
   Email Id: .....
   Signature:....., or failing him

2. Name:.....
   Address: .....
   Email Id: .....
   Signature:..... , or failing him

3. Name:.....
   Address: .....
   Email Id: .....
   Signature:.....

as my/our proxy, to attend for me/us and on my/ our behalf at the meeting of the Secured Creditors of the Company, to be held at the Registered Office of the Company at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403 on Saturday, the 9th day of April, 2016 at 12.30 pm, for the purpose of considering, and if thought fit, approving with or without modification(s), the Composite Scheme of Arrangement among Jindal Saw Limited and JITF Infralogistics Limited and JITF Shipyards Limited and JITF Waterways Limited and their respective Shareholders and Creditors ("the Scheme") and at such meeting and any adjournment thereof, to vote (on a poll), for me / us and in my / our name _____(here **"If for" insert "For", "If against" insert "Against" and in the latter case strikeout the words below after the "Scheme")** the said Scheme as my/ our proxy may approve.

Dated this_____ day of _____ 2016.

_____
Signature:

Notes:

(1) Please affix revenue stamp of not less than Re.1 before putting signature.
(2) The proxy must be deposited at the Registered Office of the Company at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403 at least 48 hours before the commencement of the meeting.
(3) Strike out which is not necessary.
(4) All alterations made in the Form of Proxy should be initialed.
(5) Bodies Corporate would be required to deposit a certified copy of the resolution under Section 113 of the Companies Act, 2013 of its Board of Directors or other governing body authorizing the Individuals named therein, to attend and vote at the meeting on its behalf. These documents must be deposited at the Registered Office of the Company at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403, at least 48 hours before the commencement of the meeting.
(6) In case of multiple proxies, proxy later in time shall be accepted.

Jindal Saw Limited

[CIN NO. L27104UP1984PLC023979]

Registered Office: A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403

ATTENDANCE SLIP

I/We, _____ hereby record my/our presence at the court convened meeting of the Secured Creditors of Jindal Saw having its Registered Office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403, convened pursuant to Order dated 17th February 2016 of the Hon'ble High Court of Judicature at Allahabad on Saturday, the 9th day of April, 2016 at 12.30 pm.

Name & Address of the Secured Creditor : _____

Name & Address of the Authorized Representative/Proxy Holder : _____

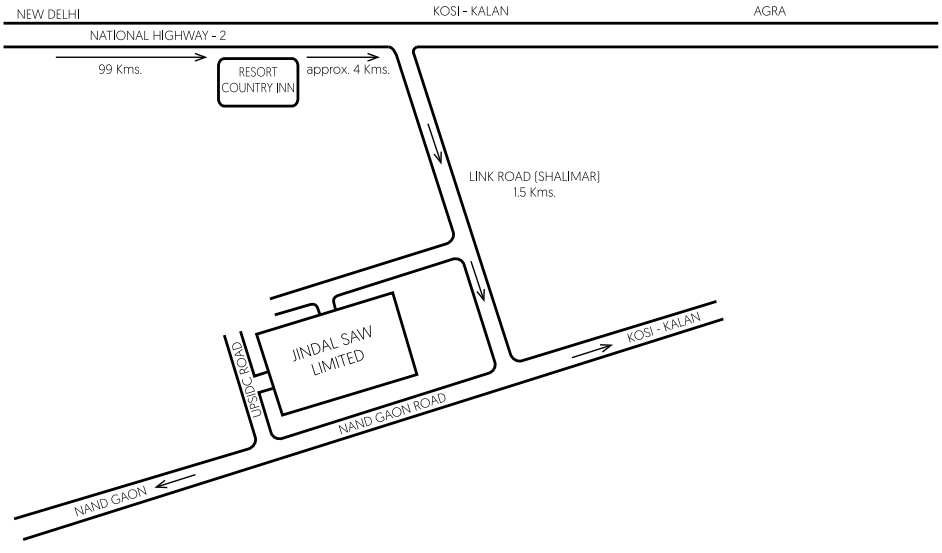
Signature of the Secured Creditor/ Signature of the

Proxy Holder / Authorized Representative : _____

Notes:

Secured Creditors attending the Meeting in Person or by Proxy are requested to complete and bring the Attendance Slip with them and hand it over at the entrance of the Meeting Hall.

Route map to the venue of the meeting



NOTES

NOTES

JINDAL SAW LIMITED

CIN: L27104UP1984PLC023979
Regd. Office: A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403
Tel : 05662-232001-5 : Fax : 05662-232577
Website: www.jindalsaw.com**; Email:** investors@jindalsaw.com

NOTICE OF COURT CONVENED MEETING OF THE UNSECURED CREDITORS

Day Saturday
Date 9th April, 2016
Time 02.00 PM
Venue A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403

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10.	Copy of the Reference Balance Sheet of the JITF Waterways Limited as on 31st March, 2015 as recasted in accordance with the Companies (Indian Accounting Standards), Rules 2015.	88
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IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ORIGINAL COMPANY JURISDICTION

COMPANY APPLICATION NO.4 OF 2016
[Under Sections 391-394 of the Companies Act, 1956]

DISTRICT : MATHURA

IN THE MATTER OF

COMPOSITE SCHEME OF ARRANGEMENT AMONG JINDAL SAW LIMITED AND JITF INFRALOGISTICS LIMITED AND JITF SHIPYARDS LIMITED AND JITF WATERWAYS LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS.

AND
IN THE MATTER OF
JINDAL SAW LIMITED

…APPLICANT-1/DEMERGED COMPANY 1/
RESULTING COMPANY 2

AND
IN THE MATTER OF
JITF INFRALOGISTICS LIMITED

…APPLICANT-2/RESULTING COMPANY 1

AND
IN THE MATTER OF
JITF SHIPYARDS LIMITED

…APPLICANT-3/TRANSFEROR COMPANY

AND
JITF WATERWAYS LIMITED

…APPLICANT-4/DEMERGED COMPANY 2/
TRANSFEREE COMPANY

IN THE MATTER OF

JINDAL SAW LIMITED (CIN No. L27104UP1984PLC023979), a company duly incorporated and existing under the Companies Act, 1956, having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403.Tel No.: 05662-232001-5 Website: www.jindalsaw.com E-mail: investors@jindalsaw.com

...Applicant 1 / Demerged Company 1 / Resulting Company 2

NOTICE CONVENING MEETING OF THE UNSECURED CREDITORS OF JINDAL SAW LIMITED ("the Company").

To
The Unsecured Creditors of Jindal Saw Limited

NOTICE is hereby given that by Order dated the 17th day of February, 2016, the Hon'ble High Court of Judicature at Allahabad has directed that a meeting of the Unsecured Creditors of the Company ("Meeting") be held at the Registered Office of the Applicant 1/Demerged Company 1/Resulting Company 2 at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403 ("Registered Office") on Saturday, the 9th day of April, 2016 at 02.00 pm, for the purpose of considering, and if thought fit, approving with or without modification(s), the Composite Scheme of Arrangement among Jindal Saw Limited and JITF Infralogistics Limited and JITF Shipyards Limited and JITF Waterways Limited and their respective Shareholders and Creditors (Scheme).

TAKE FURTHER NOTICE that in pursuance of the said Order, a meeting of the Unsecured Creditors of the Company will be held at the Registered Office of the Applicant/Demerged Company 1/Resulting Company 2 on Saturday, the 9th day of April, 2016 at 2.00 pm, when you are requested to attend.

TAKE FURTHER NOTICE that you may attend and vote at the Meeting in person or by proxy, provided that a proxy in the prescribed form, duly signed by you or your authorized representative, is deposited at the Registered Office of the Company, not later than 48 hours before the commencement of the Meeting.

The Hon'ble High Court of Judicature at Allahabad has appointed Mr. Akhilesh Kumar Pandey, Advocate and failing him, Mr. Vishesh Kumar, Advocate to be the Chairperson of the said meeting.

A copy of the Scheme, statement under Section 393 of the Companies Act, 1956 and form of Proxy are enclosed.

Dated this 24th day of February, 2016.

Sd/-
Akhilesh Kumar Pandey
(Chairperson appointed for the meeting)

Diptiman Singh, Advocate
30, Clive Road, Allahabad

Notes:

1. All alterations in the Form of Proxy should be initialed.
2. An usecured creditor may attend the meeting either in person or by proxy. The Proxy need not be an usecured creditor of the Company.
3. The Proxy form duly executed in the prescribed form by the unsecured creditor or his authorized representatives, as attached with the Notice, must be deposited at the Registered Office of the Company not later than 48 hours before the meeting.
4. A body corporate may attend and vote through its authorized representative provided a certified copy of the resolution under Section 113 of the Companies Act, 2013 of its Board of Directors or other governing body authorizing such representative to attend and vote at the meeting is deposited with the Company.
5. In case of persons other than individuals, the proxy should be executed under the official stamp of the organization indicating the name and designation of the person executing the proxy.
6. The persons attending the meeting are advised to bring their photo identity document for verification.
7. THE PERSON ATTENDING THE MEETING MUST BRING THE DULY FILLED-IN ATTENDANCE SLIP ANNEXED HERETO.

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD
ORIGINAL COMPANY JURISDICTION
COMPANY APPLICATION NO.4 OF 2016
[Under Sections 391-394 of the Companies Act, 1956]

DISTRICT : MATHURA

IN THE MATTER OF

COMPOSITE SCHEME OF ARRANGEMENT AMONG JINDAL SAW LIMITED AND JITF INFRALOGISTICS LIMITED AND JITF SHIPYARDS LIMITED AND JITF WATERWAYS LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS.

AND

IN THE MATTER OF

JINDAL SAW LIMITED

…APPLICANT-1/DEMERGED COMPANY 1/ RESULTING COMPANY 2

AND

IN THE MATTER OF

JITF INFRALOGISTICS LIMITED

…APPLICANT-2 /RESULTING COMPANY 1

AND

IN THE MATTER OF

JITF SHIPYARDS LIMITED

…APPLICANT-3 /TRANSFEROR COMPANY

AND

JITF WATERWAYS LIMITED

…APPLICANT-4 /DEMERGED COMPANY 2/ TRANSFEREE COMPANY

EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956 ("ACT")

1. The Hon'ble High Court of Judicature at Allahabad, by Order dated the 17th day of February, 2016, in the Company Application referred to above, with respect to the Composite Scheme of Arrangement among Jindal Saw Limited AND JITF Infralogistics Limited AND JITF Shipyards Limited AND JITF Waterways Limited AND their respective Shareholders and Creditors **[the Scheme]**, has directed the convening of the meetings as stated below to consider the Scheme:-
   i. Meeting of the Equity Shareholders of the Applicant/ Demerged Company 1/ Resulting Company 2 to be held on Saturday, the 9th day of April, 2016 at the Registered Office of the Applicant/Demerged Company 1/Resulting Company 2 at A-1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 10.30 AM;
   ii. Meeting of the Secured Creditors of the Applicant/ Demerged Company 1/ Resulting Company 2 to be held on Saturday, the 9th day of April, 2016 at the Registered Office of the Applicant/Demerged Company 1/Resulting Company 2 at A-1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 12.30 PM;
   iii. Meeting of the Unsecured Creditors of the Applicant/ Demerged Company 1/ Resulting Company 2 to be held on Saturday, the 9th day of April, 2016 at the Registered Office of the Applicant/Demerged Company 1/Resulting Company 2 at A-1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 02.00 PM;
   iv. Meeting of the Unsecured Creditors of the Applicant/ Demerged Company 2/ Transferee Company to be held on Saturday, the 9th day of April, 2016 at the Registered Office of the Applicant/Demerged Company 2/Transferee Company at A1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 03.00 PM;
2. The Hon'ble High Court of Judicature at Allahabad, by Order dated the 17thFebruary 2016 dispensed with the requirement of convening the meeting of the Equity Shareholders of the Applicant/Resulting Company 1, Equity Shareholders and Unsecured Creditors of the Applicant/Transferor Company and the Equity Shareholders of the Applicant/Demerged Company 2/ Transferee Company, to consider the Scheme.
3. Jindal Saw Limited, the Applicant/Demerged Company 1/ Resulting Company 2 was incorporated in the State of Delhi under the Companies Act, 1956 **[the Act]** under the name of Saw Pipes Limited vide Certificate of Incorporation dated 31.10.1984 issued by the Registrar of Companies, Delhi and Haryana. The Registered Office of the Applicant/ Demerged Company 1/ Resulting Company 2 was shifted from the State of Delhi to the State of Uttar Pradesh in the year 1997. The name of the Applicant/ Demerged Company 1/ Resulting Company 2 was thereafter changed to its present name vide fresh certificate of incorporation dated 11.01.2005 issued by the Registrar of Companies, Uttar Pradesh and Uttarakhand.
4. The main objects of the Applicant/Demerged Company 1/ Resulting Company 2 are as follows :

"1. To carry on in India or elsewhere, the business of manufacturers of importers, exporters and dealers in all kinds of tubes, pipes, pipes and pipe fittings made of steel Plates of API standards and all other types of plates, M.S. strip, scalp, copper, cast iron, rubber, polythene, aluminium, stainless steel and other materials and machinery, equipments required for manufacture of such items.

2. To carry on the business or businesses of manufacturers, importers, exporters and dealers in steel plates, steel strips, sheets, ferrous and non- ferrous metal including rollers and re-rollers sheet metal, steel, alloy steels, special and stainless steels, aluminium, brass, copper, shafting, bars, rods, wire rods, all kinds of steel wires, flais, plates, blooms, stabs, squares from scrap, sponge iron, pre-produced pillets, billets, ingots, expended metals, hardware materials, hinges, hoops, rounds, circle buckets, fire buckets, bath tubs, mugs, drums, tanks, containers, steel and tubelar furniture of all kinds, and other materials for strong or conveying water, oil and other materials solid or liquid.

3. To carry on the business to establish, build, maintain and operate barrages, jetties, ports, terminals, canals, water ways for transportation by water, cargo, goods, material, passengers, shipping for the purpose of establishing and providing of necessary infrastructure / support / logistics on its own or otherwise in India or elsewhere at sea-shores, river / canal banks, setting up on its own or otherwise inland water-housing, container depots, dry container depots, warehouses, stay houses and to provide all logistical / technical / interface of inland water transport, operation of multi nodal transport systems/ infrastructure support for the operation of business of carriage of all types of goods / material, passengers through water ways, canal, sea, river, ocean, coastal shipping and to construct, develop, improve various water ways, ports, terminals, depots, linking of canals, rivers for the same both in India and abroad and to purchase by import or otherwise, hire, construct, operate, work, ships and vessels by any class including steamships and to establish, operate and maintain lines or regular services of ships and vessels of any class including steamships and generally to carry on the business of shippers, ship owners and to enter into contracts for the carriage of mails, passenger, goods and cargo of any kind by any means and either by the ships and vessels, railways and conveyance of others taken by Company by hire or on lease both in India and abroad.

4. To establish, maintain and operate shipping and all ancillary services and to purchase, take in exchange, charter, hire or otherwise acquire and to own, work, manage and trade with steam, sailing, motor and other ships, tankers, trawlers, drifters, tugs and vessels of all description with all necessary and convenient equipment and to maintain, repair, fit out, refit, improve, insure and alter, sell, exchange or let out on hire or hire purchase or charter or otherwise deal with and dispose of any of the ships, tankers, trawlers, drifters, tugs and vessels or any of their engines, tackle, gear and equipments and to purchase or otherwise acquire any ship or vessel and ship or vessels including steamships now in the course of construction or to be constructed together with all equipments and tools required for the operation, usage and working of the ships or vessels including steamships and to carry on the business in India or elsewhere to provide, commercialize, control, develop, establish, handle, operate, hold, organize, promote, service, supervise, represent and to act as agent, concessionaires, consultants, or deal in all types of cargo activities in all its branches for collecting and delivering either by own arrangements or through representatives or agents, any documents, goods, articles or tings on behalf of customers from one place to another place in any part of the world and to establish maintain and operate transport services in India and outside India as consolidators, break-bulk Cargo Agents for shipping companies, lines and roadways both in India and abroad and to carry on the business of providing all kinds of cargo services such as to collect to deliver parcels, and any other goods and articles in India and abroad and appoint agents, sub-agents in India and abroad to provide the aforesaid services both in India and abroad.

5. The share capital structure of the Applicant/Demerged Company 1/ Resulting Company 2 as on 31.12.2015 is as under :-

Share Capital	**Amount (Rs.)**
Authorized Capital **Equity** 500,000,000 Equity Shares of Rs. 2 each	1,000,000,000.00
Preference 10,000,000 Redeemable Preference shares of Rs.100 each	1,000,000,000.00
Total	**2,000,000,000.00**
Issued Capital 304,537,881 Equity Shares of Rs. 2 each	609,075,762
Total	**609,075,762**
Subscribed and Paid-up Capital 304,533,881 Equity Shares of Rs. 2 each	609,067,762
Forfeited 4,000 Equity Shares of Rs. 2 each (Partly paid up Rs.1 each)	4,000
Total	**609,071,762**

There has been no change in the Share Capital structure of the Applicant/Demerged Company 1/ Resulting Company 2 after 31.12.2015.

The Shares of the Applicant/ Demerged Company 1/ Resulting Company 2 are listed on the National Stock Exchange of India Limited (**NSE**) and the BSE Limited (**BSE**).

6. JITF Infralogistics Limited, the Applicant/Resulting Company 1 was incorporated in the State of Delhi under the Act under the name of Jindal Infralogistics Limited as a limited company vide Certificate of Incorporation dated 03.01.2008 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The

name of the Applicant/ Resulting Company 1 was changed to its present name vide fresh Certificate of Incorporation dated 28.10.2010. The Registered Office of the Applicant/ Resulting Company 1 was shifted from the State of Delhi to the State of Uttar Pradesh and a Certificate to this effect was issued by the Assistant Registrar of Companies, Kanpur on 02.03.2015.

7. The main objects of the Applicant/Resulting Company 1 are as under :-

"1. To make arrangement and to establish, develop handle, own operate, organize, manage, run, charter, conduct, and to act as transporters including storage, handling and transportation of foodgrain and other agri commodities in bulk, bagged, in containerized form on land, air and water, arranging transportation of goods, passengers, articles or things on all routes and lines on national and international level through all sorts of carriers, store in bulk silos or bulk / bagged storage in warehouse and to invest in companies carrying on business of' logistics and to set up and operate climatically controlled facilities for storage of perishable and other commodities to transport bulk liquids through pipelines, bulk dry cargo, loose dry or liquid products to set up and operate inland container, depot container, freight station, to act as commission agent booking agent indenting agents, traveling agents, cargo owners, stevedore, loading and unloading contractors, cartage contractors, C & F agent, liasoner, middlemen, mukadam, munsht. courier, charters and to act as agent of shipping companies, shipping corporation, ship owners and set up rail head storage facilities for all products, procurement and operations of railway racks, wagons for transportation of all commodities including containerized commodities, to render them all types of services relating to customs, excise, port and other related department for coming, going and moving of caption and crews at any Indian Port and within India and to make all necessary arrangements for this purposes, to assist to provide services for lending and shipping of cargo to and from ship and also to provide them or to purchase on their behalf all types of goods, foods, grocery provisions, drinks and other related items and to work as clearing and forwarding agents and as stevedores on behalf of customers and act as container line agents /sub agents and offering logistics solutions to customers in India and abroad.

2. To provide services as consignors, consignee and agents for C & F of goods, materials, luggages, merchandise, animals or passengers, boxes, covers, cards, papers and valuable articles of any description either imported or exported from place to place either by air or by land or river or sea or partly by sea or river and party by land or air and to carry on the business of general carriers, railways and forwarding, agents, clearing agents, warehouseman, storekeepers, bounded careman and common careman and for the purpose to own, hire, take on rent any buildings, warehouses, or other facilities and to operate or own and maintain garages, service, stations, workshops, terminal, freight station, to store, repair, rent, motors, buses, automobiles or other vehicles, to carry out multi model transport operations and to act as third and fourth party logistic service provider.

3. To carry on the business of acting as a nodal agency for development and establishment, operations and maintenance of all types of transport infrastructure and other infrastructure projects and facilities, including without limitation to act as managers, administrators, executors, receivers, operators, custodians, nominees, promoters, developers, agents, attorneys, representatives, counselors, consultants, advisors of infrastructure funds, and other related funds. To carry on the business of transport/carriage of passengers, goods and cargo and to acquire by purchase, lease, exchange, development, construction, build, erect or to demolish, re-erect, alter, repair, remodel roads, highways, flyovers, docks, bridges, cannels, dams, ports, rail network/tracks, platforms, stations, inland, transport facilities loading/unloading of goods by machines or otherwise, warehouses, container depot or any structural work of any kind whatsoever and for such purpose to prepare estimates designs, plans, specifications or models and to do such other or any act that may be requisite thereof.

4. To design, procure, lay, maintain, operate, hire/ lease and own railway lines, locomotives, railway tracks, railway signaling and other auxiliary and accessories required for smooth running of railways with suitable connectivity to the railway network; mass rapid transport system for passengers, cargo and goads of every description both in India and abroad and to maintain, operate, own or otherwise either on its own with/through other transport systems of all kinds both for passengers and goods of all description and maintain, operate and own, fleets of trucks, buses, cars, lorries, tramways, wagons, coaches, locomotives to support modern transport infrastructure. To establish, build, maintain and operate transport infrastructure development including road, rail network, tracks, bridges, airports, toll-collections centers, transportation equipment platforms, stations, warehouses, container depot, godowns, loading/unloading of goods/ cargo by machines, or otherwise terminals, bays for transportation/movement of cargo, goods, material, passengers for the purpose of establishing and providing of necessary infrastructure/ support/ logistics on its own or otherwise in India or elsewhere and to provide ail logistical/ technical/ interface of rail network, inland water transport, operation of multi nodal transport systems/ infrastructure support for the operation of business of carriage of all types of goods/ material, passengers through railways, road, waterways, canal, sea, river, ocean, coastal shipping and to construct, develop, improve various road, rail tracks/ network, water ways, ports, terminals, stations, warehouses, godown, depots for the same both in India and abroad and to purchase

by import or otherwise hire, construct, operate, work, transportation equipment including locomotives, wagons, containers, ancillaries aircrafts, ships and vessels of any class or type and to establish, operate and maintain regular services of aircrafts, trains, railways, ships and vessels of any class and generally to carry on the business of transport infrastructure developers, transporter, shippers and to enter into contracts for the carriage of mails, passengers, goods and cargo of any kind by any means and either by the ships and vessels, railways, trucks, lorries and conveyance of others taken by company by hire or on lease both in India and abroad.

5. *To carry on anywhere in India or abroad the business of building, assembling, fitting, constructing, repairing, servicing and managing ships, other seagoing vessels and vessels for inland/ waterways of every kind and description and to carry on the business of manufacturers, hires, repairers, cleaners of, and dealers in all types of aircrafts, hovercrafts and other craft of all types and descriptions that are capable of being flown in air or run on land whether on dry land or water ways like rivers, lakes or sea, whether carrying passengers or cargo and other equipments of whatever nature or kind which are presently being, used or may be used hereinafter in aircrafts or hovercrafts.*
6. *To manufacture build, construct, develop, buy, sell, import, export, assemble, equip, distribute, exchange barter, let on hire, buy or sell on hire-purchase or installment system, tankers, tractors, combines, jeeps, trollies or otherwise deal in lorries, trucks, buses, motors, cars, wagons or other motor vehicle of all kinds and descriptions arid generally to carry on the business as manufacturers repairs, assemblers, mechanical engineers, carriage builders of motors, omnibuses, taxi-cars, lorries and all other kinds of vehicle vessels and wagons 'for the transport of persons and goods.*"

8. The share capital structure of the Applicant/Resulting Company 1 as on 31.12.2015 is as under :-

Share Capital	**Amount (Rs.)**
Authorized Capital	
Equity	
2,50,000 Equity Shares of Rs. 2 each	5,00,000
Total	**5,00,000**
Issued, Subscribed and Paid-up Capital	
Equity	
2,50,000 Equity Shares of Rs. 2 each	5,00,000
Total	**5,00,000**

There has been no change in the Share Capital structure of the Applicant/Demerged Company 1/Resulting Company 1 after 31.12.2015. The Applicant/Resulting Company 1 is a wholly owned subsidiary of Applicant/ Demerged Company 1/ Resulting Company 2

9. JITF Shipyards Limited, the Applicant/Transferor Company was incorporated in the State of Delhi under the Act under the name of Jindal Shipyard Limited vide Certificate of Incorporation dated 29.03.2007 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The name of the Applicant/Transferor Company was changed to Jindal Shipyards Limited vide fresh Certificate of Incorporation dated 07.12.2007 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The name of the Applicant/Transferor Company was thereafter changed to its present name vide fresh Certificate of Incorporation dated 28.10.2010 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The Registered Office of the Applicant/ Transferor Company was shifted from the State of Delhi to the State of Uttar Pradesh and a Certificate to this effect was issued by the Assistant Registrar of Companies, Kanpur on 02.03.2015.
10. The main objects of the Applicant/Transferor Company are as under :-

"1. To carry on business of Shipbuilding, Shipping, Naval Architecture, Marine Engineering, and Ocean Engineering and to undertake manufacture, repairs and maintenance jobs for all kinds of ships, river, sea going and Amphibian vessels and to carry on the business of manufactures, designers; consultants, surveyors, exports, buyers, sellers, hirers, renters, chatterers, assemblers, exporters, importers,. distributors, ship chandlers, agents, dealers of machinery, equipment, attachments, accessories, components and such other items required for all types of Ships, River Sea Going and Amphibian vessels, Ocean Engineering Industry and Fabrication Industry both in India and abroad.

2. *To undertake and carry on the business of ship, building, shippers, ship-owners, repairers, re-fitters, fabricators, designers and manufactures of Barges, Pontoons, Tugs, Lonches, Dredges, Fishing Trawlers, Offshore structures, platforms, towers and others of inland, harbour and seagoing crafts and structures with or without steam, sail motor or other means of propulsion, with steel, wood, cement, aluminum or reinforced plastics, or any other construction materials, and carry on the business as _ designers, engineers, manufactures, assemblers, erectors of various mechanical, structural, electrical and electronic equipments, fitting, piping, cabling, including refrigeration, ventilation, air-conditioning, instrumentation of all types of machinery; implements and hardware required for marine offshore, harbours, ports and ancillary services both in India and abroad.*
3. *To carry on the business to establish, build, maintain and operate barrages, jetties, ports, terminals, canals, water ways for transportation by water, cargo, goods, material, passengers, shipping for the purpose of establishing and providing of necessary infrastructure / support / logistics on its own or otherwise in India or elsewhere at sea-shores, river / canal banks, setting up on its own or otherwise inland water-housing, container depots, dry container depots, warehouses, stay houses and*

to provide all logistical / technical / interface of inland water transport, operation of multi nodal transport systems/infrastructure support for the operation of business of carriage of all types of goods / material, passengers through water ways, canal, sea, river, ocean, coastal shipping and to construct, develop, improve various water ways, ports, terminals, depots, linking of canals, rivers for the same both in India and abroad and to purchase by import or otherwise, hire, construct, operate, work, ships and vessels by any class including steamships and to establish, operate and maintain lines or regular services of ships and vessels of any class including steamships and generally to carry on the business of shippers, ship owners and to enter into contracts for the carriage of mails, passenger, goods and cargo of any kind by any means and either by the ships and vessels, railways and conveyance of others taken by Company by hire or on lease both in India and abroad.

4. *To establish, maintain and operate shipping and all ancillary services and to purchase, take in exchange, charter, hire or otherwise acquire and to own, work, manage and trade with steam, shipping yard, terminals, sailing, motor and other ships, tankers, trawlers, drifters, tugs and vessels of all description with all necessary and convenient equipment and to maintain, repair, fit out, refit, improve, insure and alter, sell, exchange or let out on hire or hire purchase or charter or otherwise deal with and dispose of any of the ships, tankers, trawlers, drifters, tugs and vessels or any of their engines, tackle, gear and equipment and to purchase or otherwise acquire any ship or vessel and ship or vessels including steamships now in the course of construction or to be constructed together with all equipments and tools required for the operation, usage and working of the ships or vessels including steamships and to carry on the business in India Or elsewhere to provide, commercialize, control, develop, establish, handle, operate, hold, organize, promoter, service, supervise, represent and to act as agent, concessionaires, consultants, or deal in all types of cargo activities in all its branches for collecting and delivering either by own arrangements or through representatives or agents, any documents, goods, articles or tings on behalf of customers from one place to another place in any part of the world and to establish maintain and operate transport services in India and outside India as consolidators, break-bulk Cargo Agents for shipping companies, lines and roadways both in India and abroad and to carry on the business of providing all kinds of cargo services such as to collect to deliver parcels, and any other goods and articles in India and abroad and appoint agents, sub-agents in India and abroad to provide the aforesaid services both in India and abroad.*

5. *To act as technical, engineering and management consultant for shipping, shipping yard, shipping terminals, water/waste water treatment systems and to prepare detailed project reports, plan layouts, concepts, strategy and provide technical, advise, guidance, supervision in the erection, installation, commissioning of water/waste water treatment industrial and residential projects or otherwise and to carry out any environmental impact assessment studies and to enter into agreement with Indian or foreign parties for giving otherwise and to enter into agreement with Indian or foreign parties for giving advise and to carry on the business of providing representation, advisory, facilitation, marketing distribution, commercial, legal, techno-economic, liaison, collaboration, joint-ventures, mergers, acquisition, take over, partner hunting, incubation, logistics and other allied services to Indian and international corporate, international agencies, government and non-government organization and to generally act as agents or representative in relation to the aforesaid services either directly or through in association with other business organization whether in India and abroad and to carry on the business of advisors and/or consultants on all matters and problems relating to water/waste water treatment plant and to act as administrators or managers herein mentioned both in India and abroad.*

6. *To carry on the business of construction and to provide consultancy including quality control, inspections, safety and other related activities in all fields of infrastructure including but not limited to transportation, shipping, shipping terminals, shipping yard, ports, city development, planning, real estate development and other allied activities both in India and abroad and to render services in the field of sustainable, environment system, land water, air quality, noise, odour, ecology, archaeology, technology, infrastructure and people and to develop or render assistances in the development of policies, strategies, and action plans that meet the requirements for sustainable development both in India and abroad..*"

11. The share capital structure of the Applicant/Transferor Company as on 31.12.2015 is as under :-

Share Capital	**Amount (Rs.)**
Authorized Capital Equity 80,000,000 Equity Shares of Rs.10 each	800,000,000
Total	800,000,000
Issued, Subscribed and Paid-up Capital 7,57,68,653 Equity Shares of Rs.10 each	75,76,86,530
Total	75,76,86,530

There has been no change in the share capital structure of the Applicant/Transferor Company after 31.12.2015. The Applicant/ Transferor Company is a wholly owned subsidiary of Applicant/ Demerged Company 1/ Resulting Company 2.

12. JITF Waterways Limited, the Applicant/Demerged Company 2/ Transferee Company was incorporated in the State of Delhi under the Act under the name of Jindal

Waterways Limited vide Certificate of Incorporation dated 24.01.2007 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The name of the Applicant/Demerged Company 2/ Transferee Company was changed to its present name vide fresh Certificate of Incorporation dated 13.12.2010 issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana. The Registered Office of the Applicant/ Demerged Company 2/ Transferee Company was shifted from the State of Delhi to the State of Uttar Pradesh and a Certificate to this effect was issued by the Assistant Registrar of Companies, Kanpur on 09.03.2015.

13. The main objects of the Applicant/Demerged Company 2/ Transferee Company are as under :-

"1. To carry on the business to establish, build, maintain and operate barrages, jetties, ports, terminals, canals, water ways for transportation by water, cargo, goods, material, passengers, shipping for the purpose of establishing and providing of necessary infrastructure / support / logistics on its own or otherwise in India or elsewhere at sea-shores, river / canal banks, setting up on its own or otherwise inland water-housing, container depots, dry container depots, warehouses, stay houses and to provide all logistical / technical / interface of inland water transport, operation of multi nodal transport systems/infrastructure support for the operation of business of carriage of all types of goods / material, passengers through water ways, canal, sea, river, ocean, coastal shipping and to construct, develop, improve various water ways, ports, terminals, depots, linking of canals, rivers for the same both in India and abroad and to purchase by import or otherwise, hire, construct, operate, work, ships and vessels by any class including steamships and to establish, operate and maintain lines or regular services of ships and vessels of any class including steamships and generally to carry on the business of shippers, ship owners and to enter into contracts for the carriage of mails, passenger, goods and cargo of any kind by any means and either by the ships and vessels, railways and conveyance of others taken by Company by hire or on lease both in India and abroad.

2. To establish, maintain and operate shipping and all ancillary services and to purchase, take in exchange, charter, hire or otherwise acquire and to own, work, manage and trade with steam, sailing, motor and other ships, tankers, trawlers, drifters, tugs and vessels of all description with all necessary and convenient equipment and to maintain, repair, fit out, refit, improve, insure and alter, sell, exchange or let out on hire or hire purchase or charter or otherwise deal with and dispose of any of the ships, tankers, trawlers, drifters, tugs and vessels or any of their engines, tackle, gear and equipments and to purchase or otherwise acquire any ship or vessel and ship or vessels including steamships now in the course of construction or to be constructed together with all equipments and tools required for the operation, usage and working of the ships or vessels including steamships and to carry on the business in India or elsewhere to provide, commercialize, control, develop, establish, handle, operate, hold, organize, promote, service, supervise, represent and to act as agent, concessionaires, consultants, or deal in all types of cargo activities in all its branches for collecting and delivering either by own arrangements or through representatives or agents, any documents, goods, articles or tings on behalf of customers from one place to another place in any part of the world and to establish maintain and operate transport services in India and outside India as consolidators, break-bulk Cargo Agents for shipping companies, lines and roadways both in India and abroad and to carry on the business of providing all kinds of cargo services such as to collect to deliver parcels, and any other goods and articles in India and abroad and appoint agents, sub-agents in India and abroad to provide the aforesaid services both in India and abroad.

3. To render services in the field of sustainable environment management systems, land, water, air, quality, noise, odour, ecology, archaeology, technology, infrastructure and people and to develop or render assistance in the development of policies, strategies and action plans that meet the requirements for sustainable development both in India and abroad and to apply integrated environmental and engineering skills to a comprehensive range of activities from waste management, strategy and implementation to all. areas of waste / water facility development, management, environmental protection and closure/ restoration both in India and abroad and to render consultancy services in the field of civil, mechanical & electrical engineering, operations & maintenance, architectural, environmental maintenance, energy efficiency, water conservation, and material & resource conservation, indoor environment quality, renewable energy & power, shipping lines both in India and abroad and to provide consultancy & project management services, including quality control, inspections, safety and other related activities, in all fields of infrastructure, including but not limited to transportation, ports, city development, planning, real estate development and other allied activities both in India and abroad and to carry on the business to provide water for human consumption or industrial / medical purposes for any industry and residential areas according to specified norms and for that purpose to lay down, build, operate, construct, renovate any plant and machinery, pipeline project, booster station, pumping station, treatment plants, etc. and also to form joint ventures with any entity in India and abroad and also special purpose vehicles in suitable form and size and to enter in to technical and financial arrangements with any entity to carry out objects both in India and abroad and to carry on the business to set up water / waste water treatment plants as well as transmission and clear water mains including distribution systems in the areas where there is need for adequate water supply and dispose of the waste water and to set up wherever required water pumping stations / facilities/ treatment plants and required reservoirs or any other facility / proper management system in this regard to supervise and render services regarding to execution, implementation including project management both in India and abroad.

4. To act as technical, engineering and management consultant for water / waste water treatment systems and to prepare detailed project reports, plan layouts,

concepts, strategy and provide technical, advice, guidance, supervision in the erection, installation, commissioning of water / waste water treatment industrial and residential projects or otherwise and to carry out any environmental impact assessment studies and to enter into agreement with Indian or foreign parties for giving otherwise and to enter into agreement with Indian or foreign parties for giving advice and to carry on the business of providing representation, advisory, facilitation, marketing distribution, commercial, legal, techno - economic, liaison, collaboration, joint-ventures, mergers, acquisition, take over, partner hunting, incubation, logistics and other allied services to Indian and international corporate, international agencies, government and non-government organization and to generally act as agents or representative in relation to the aforesaid services either directly or through in association with other business organization whether in India and abroad and to carry on the business of advisors and / or consultants on all matters and problems relating to water / waste water treatment plant and to act as administrators or managers herein mentioned both in India and abroad."

14. The share capital structure of the Applicant/Demerged Company 2/ Transferee Company as on 31.12.2015 is as under :-

Share Capital	Amount (Rs.)
Authorized Capital	
Equity 210,000,000 Equity Shares of Rs.10 each	2,100,000,000
Total	**2,100,000,000**
Issued, Subscribed and Paid-up Capital 20,44,79,356 Equity Shares of Rs. 10 each	2,044,793,560
Total	**2,044,793,560**

There has been no change in the Share Capital structure of the Applicant/Demerged Company 2/ Transferee Company after 31.12.2015. The Applicant/Demerged Company 2/ Transferee Company is a wholly owned subsidiary of Applicant/ Transferor Company.

15. **BACKGROUND AND RATIONALE TO THE SCHEME**

i. The Applicant/Demerged Company 1/ Resulting Company 2 currently has business interests in diverse businesses such as manufacturing of steel pipes and steel pellets and infrastructure business. The management of the Applicant/ Demerged Company 1/ Resulting Company 2 believes that the business interests of the Applicant/ Demerged Company 1/ Resulting Company 2 in the Demerged Undertaking 1 (as defined in the Scheme), which comprises of the business interests of the Applicant/ Demerged Company 1/ Resulting Company 2 in the infrastructure sector, require dedicated management focus and business strategies to develop the growth potential in the relevant business market. With a view to achieve greater management focus on its business interests in the manufacturing of steel pipes and steel pellets, the management of the Applicant/ Demerged Company 1/ Resulting Company 2 proposes to demerge its business interests in the infrastructure sector comprising of the Demerged Undertaking 1, and vest the same with the Applicant/ Resulting Company 1. The Applicant/ Demerged Company 1/ Resulting Company 2 will retain the manufacturing of steel pipes and steel pellets businesses. Further, the demerger of the Demerged Undertaking 1 and vesting of the same with Applicant/ Resulting Company 1 would enable the Applicant/ Resulting Company 1 to focus on infrastructure business and further create value for all of its stakeholders.

ii. Further, the Applicant/ Transferor Company and the Applicant/ Demerged Company 2/ Transferee Company, both are engaged in the business of waterways transportation, consisting of, both ocean waterways and inland waterways transport system. That with a view to consolidate the business of the Applicant/ Transferor Company and the Applicant/ Demerged Company 2/ Transferee Company, the Scheme envisages the amalgamation of the Applicant/ Transferor Company into and with Applicant/ Demerged Company 2/ Transferee Company. That the proposed amalgamation of the Applicant/ Transferor Company into and with the Applicant/ Demerged Company 2/ Transferee Company would result in consolidation of waterways operations, which would lead to synergies, reduction in operation cost, operation efficiencies and would further result in better growth prospects in the inland waterways transportation business.

iii. That the Scheme further provides that pursuant to the above mentioned Amalgamation, the Applicant/ Demerged Company 2/ Transferee Company shall become a direct subsidiary of the Applicant/ Demerged Company 1/ Resulting Company2. That the Applicant/ Demerged Company 2/ Transferee Company has diverse interests in the business of ocean waterways, inland waterways transportation and business process outsourcing. The Applicant/ Demerged Company 1/Resulting Company operates various manufacturing and job work facilities situated in India, the United States of America, Italy and Dubai etc. for production and sale of finished goods. With a view to integrate the manufacturing presence of the Applicant/Demerged Company 1/Resulting Company 2 in India and abroad, it is imperative for the said Company to have its own ocean logistics support system for transit of finished goods between multiple domestic/international locations. The Scheme therefore provides for the demerger of the Demerged Undertaking 2 (as defined in the Scheme) of the Applicant/ Demerged Company 2/ Transferee Company and vesting of the same with the Applicant/ Demerged Company 1/ Resulting Company 2 in order to enable the Applicant/ Demerged Company 1/ Resulting Company 2 to strengthen its ocean logistic capabilities by providing the Applicant/ Demerged Company 1/ Resulting Company 2 with efficient in-house ocean logistic facilities. This demerger shall also insulate the Applicant/Demerged Company 1/ Resulting Company 2 from the vagaries of third party logistic providers in the shipping industry and stabilize the operating costs of the said Company.

iv. In view of the aforesaid facts, the Board of Directors

of the Applicant Companies have approved the Composite Scheme of Arrangement.

16. The salient features of the Scheme are as follows:-

[In the sub-paragraphs of this paragraph 16, Jindal Saw Limited is referred to as the Demerged Company 1 or Resulting Company 2 as the context may admit; JITF Infralogistics Limited is referred to as the Resulting Company 1; JITF Shipyards Limited is referred to as the Transferor Company and JITF Waterways Limited is referred to as the Demerged Company 2 or Transferee Company as the context may admit]

16.1 Part B of Section I of the Scheme deals with demerger of Demerged Undertaking 1 of the Demerged Company 1 (as defined in the Scheme) and vesting of the same in Resulting Company 1, in accordance with Section 2 (19AA) of the Income Tax Act, 1961 and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

16.2 Part B of Section II deals with amalgamation of the Transferor Company with the Transferee Company, in accordance with Section 2 (1B) of the Income Tax Act, 1961 and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

16.3 Part B of Section III deals with demerger of Demerged Undertaking 2 of the Demerged Company 2 (as defined in the Scheme) and vesting of the same in Resulting Company 2, in accordance with Section 2 (19AA) of the Income Tax Act, 1961 and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

16.4 **"Demerged Business 1"**as defined in the Scheme comprises of the business and business interests of the Demerged Company 1 in the infrastructure business inter alia through subsidiaries of the Demerged Company 1 engaged in the infrastructure business.

16.5 **"Demerged Undertaking 1"**as defined in the Scheme means the undertaking of the Demerged Company 1, pertaining to the Demerged Business 1, which shall be inclusive of, but not limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Demerged Company 1 pertaining to the Demerged Business 1;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Demerged Company 1 pertaining to the Demerged Business 1;

(iii) all debts, borrowings and liabilities, whether present or future, whether secured or unsecured availed by the Demerged Company 1 pertaining to the Demerged Business 1;

(iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax, tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(vii) all employees of the Demerged Company 1 employed in relation to the Demerged Business 1;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company 1 pertaining to the Demerged Business 1;

(ix) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Demerged Company 1 in connection with the Demerged Business 1; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Demerged Company 1 and pertaining to the Demerged Business.

16.6 "Demerger Appointed Date 1"as defined in the Scheme means the opening of business hours as on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Demerged Company 1 and the Resulting Company 1, being the time and date with effect from which Section I of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of the Scheme.

16.7 Subject to the provisions of Section I of the Scheme in relation to the modalities of demerger and vesting, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Demerged Undertaking 1, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall demerge from the Demerged Company 1 and be transferred to

and vest in the Resulting Company 1, and shall become the property of and an integral part of the Resulting Company 1 subject to the existing charges and encumbrances, if any, created by the Demerged Company 1 in favour of its lenders or the lenders of its subsidiaries or group companies, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Demerged Company 1 or the Resulting Company 1.

16.8 The Scheme provide that upon the Scheme becoming effective, the Equity Shareholders of the Demerged Company 1 shall be issued 50 Equity Shares of the face value of Rs.2/- each credited as fully paid up in the Resulting Company 1 for every 622 Equity Shares of the face value of Rs.2/- each held in the Demerged Company 1.

16.9 The Scheme further provides for the eventuality of issuance of Zero Coupon Compulsorily Convertible Debentures in the manner as provided for in Clause 4.6 of Section 1 of the Scheme.

16.10 The Scheme further provides that upon Section 1 of the Scheme becoming effective, the difference between the amount of assets, liabilities and accumulated accounting losses (if any), pertaining to the Demerged Undertaking 1 being transferred and the amount of investments held by the Demerged Company 1 in the Resulting Company 1 and cancelled by the Demerged Company 1 shall first be adjusted against the Capital Redemption Reserve Account of the Demerged Company 1 and then against the Capital Reserve of the Demerged Company 1 and the balance, if any, shall be adjusted against the Securities Premium Account of the Demerged Company 1.

16.11 The Scheme further proposes that upon the Scheme becoming effective, the paid up equity share capital of the Resulting Company 1 as held by the Demerged Company 1 shall be cancelled. Further, subject to the provisions of the Scheme, the Resulting Company 1 shall make an application for listing and trading of the equity shares allotted to the shareholders of the Demerged Company 1 in the Resulting Company 1.

16.12 **"Amalgamation Appointed Date"** as defined in the Scheme means the opening of business hours on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Transferor Company and the Transferee Company, being the time and date with effect from which Section II of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of the Scheme.

16.13 **"Transferor Company"**as defined in the Scheme shall have the meaning ascribed to it in Recital A of Section II hereto and shall include but not be limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Transferor Company, including without limitation, the fixed assets listed in Schedule 1of the Scheme;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Transferor Company;

(iii) all debts, borrowings and liabilities (including the Transferor Company CCDs, if any), whether present or future, whether secured or unsecured availed by the Transferor Company;

(iv) all permits, rights, entitlements, licenses, approvals,grants,allotments,recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax, tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Transferor Company;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Transferor Company;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Transferor Company;

(vii) all employees of the Transferor Company;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Transferor Company;

(ix) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Transferor Company; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Transferor Company.

16.14 Subject to the provisions of Section II of the Scheme in relation to the modalities of amalgamation, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferor Company, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall amalgamate with the Transferee Company, and shall become the property of and an integral part of the Transferee Company subject to the existing charges and encumbrances, if any, created by the Transferor Company in favour of its lenders or the lenders of its subsidiaries or group companies, by operation

of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Transferor Company or the Transferee Company.

16.15 The Scheme further provides that upon the Scheme becoming effective, each Equity Shareholder of the Transferor Company shall be issued 26.987 Equity Shares of the face value of Rs.10/- each in the Transferee Company for every 10 Equity Shares of the face value of Rs.10/- each held in the Transferor Company.

16.16 The Scheme further provides for the treatment of any fractional entitlement which may arise.

16.17 It is provided for in the Scheme that upon Section II of the Scheme coming into effect, the accumulated accounting loss of the Transferor Company shall be adjusted against the Capital Reserve Account of the Transferee Company and there shall be a reduction in the Securities Premium account of the Transferee Company.

16.18 **"Demerged Business 2"** as defined in the Scheme comprises of the business and business interests of the Demerged Company 2 in the ocean water ways business inter alia through subsidiaries of the Demerged Company 2 engaged in the ocean waterways business.

16.19 **"Demerged Undertaking 2"** as defined in the Scheme means the undertaking of the Demerged Company 2, pertaining to the Demerged Business 2, which shall be inclusive of, but not limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Demerged Company 2 pertaining to the Demerged Business 2, including without limitation, the fixed assets listed in Schedule 2 of the Scheme;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Demerged Company 2 pertaining to the Demerged Business 2;

(iii) all debts, borrowings and liabilities (including the Transferee Company CCDs, if any), whether present or future, whether secured or unsecured availed by the Demerged Company 2 pertaining to the Demerged Business 2;

(iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax (including carry forward tax business losses and unabsorbed depreciation), tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(vii) all employees of the Demerged Company 2 employed in relation to the Demerged Business 2;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company 2 pertaining to the Demerged Business 2;

(ix) all legal, tax, regulatory, quasi judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Demerged Company 2 in connection with the Demerged Business 2; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Demerged Company 2 and pertaining to the Demerged Business 2.

16.20 "Demerger Appointed Date 2" as defined in the Scheme means the opening of business hours as on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Demerged Company 2 and the Resulting Company 2, being the time and date with effect from which Section III of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of the Scheme.

16.21 Subject to the provisions of Section III of the Scheme in relation to the modalities of demerger and vesting, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Demerged Undertaking 2, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall demerge from the Demerged Company 2 and be transferred to and vest in the Resulting Company 2, and shall become the property of and an integral part of the Resulting Company 2 subject to the existing charges and encumbrances, if any, created by the Demerged Company 2 in favour of its lenders or the lenders of its subsidiaries or group companies, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Demerged Company 2 or the Resulting Company 2.

16.22 The Scheme provides that upon Section III of the Scheme coming into effect, the accumulated losses pertaining to the Demerged Undertaking 2 and the debit balance (if any), of the Restructuring

Reserve Account of the Resulting Company 2 shall be adjusted against the Capital Redemption Reserve Account of the Resulting Company 2 and then against the Capital Reserve of the Resulting Company 2 and the balance, if any, shall be adjusted against the Securities Premium Account of the Resulting Company 2.

16.23 The Scheme further provides that upon Section III of the Scheme coming into effective, there shall be a reduction in the paid up equity share capital of the Demerged Company 2 in terms of Clause 5.5 of Section III of the Scheme.

16.24 The Scheme further provides that upon Section II of the Scheme coming into effect, the Transferor Company shall stand dissolved without the process of winding up.

The aforesaid are only the salient features of the Scheme. You are requested to read the entire text of the Scheme to get fully acquainted with the provisions thereof.

17. The rights and interests of the members and the creditors of the Applicant Companies will not be prejudicially affected by the Scheme.

18. No investigation proceedings have been instituted or are pending in relation to the Applicant Companies under Sections 235 and 250A of the Act or such other equivalent provisions of the Companies Act 2013, as applicable.

19. The directors of the Applicant Companies may be deemed to be concerned and/or interested in the Scheme only to the extent of their shareholding in the said Companies, or to the extent the said directors are common directors in the Companies.

20. The details of the present directors of the Applicant/ Demerged Company 1/Resulting Company 2, and their shareholding in each of the Applicant/Demerged Company 1/Resulting Company 2 **("A")**, Applicant/ Resulting Company 1 **("B")**, Applicant/Transferor Company **("C")** and the Applicant/Demerged Company 2/Transferee Company **("D")** either singly or jointly as on 28th February, 2016 are as follows :-

S. N.	Name of Director	Age (Years)	Position	Equity Shares			
				A	B	C	D
1.	Prithvi Raj Jindal	65	Chairman, Non-executive Director	98700	Nil	100*	100*
2.	Sminu Jindal	43	Managing Director	15000	100*	100*	100*
3.	Shradha Jatia	42	Non-executive Director	Nil	Nil	Nil	Nil
4.	Tripti Puneet Arya	36	Non-executive Director	15000	Nil	Nil	Nil
5.	Neeraj Kumar	53	Group CEO & Whole time-director	Nil	Nil	Nil	Nil
6.	Hawa Singh Chaudhary	63	Whole time-director	Nil	Nil	Nil	Nil
7.	Saibal Kanti Gupta	78	Independent Director	Nil	Nil	Nil	Nil
8.	Devi Dayal	75	Independent Director	Nil	Nil	Nil	Nil
9.	Girish Sharma	65	Independent Director	Nil	Nil	Nil	Nil
10.	Raj Kamal Agarwal	64	Independent Director	Nil	Nil	Nil	Nil
11.	Ravinder Nath Leekha	67	Independent Director	Nil	Nil	Nil	Nil
12.	Abhiram Tayal	63	Independent Director	Nil	Nil	Nil	Nil

* Nominee of Holding Company

21. The details of the present directors of the Applicant/ Resulting Company 1 and their shareholding in each of the Applicant/Demerged Company 1/Resulting Company 2 **("A")**, Applicant/Resulting Company 1 **("B")**, Applicant/ Transferor Company **("C")** and the Applicant/Demerged Company 2/Transferee Company **("D")** either singly or jointly as on 28th February, 2016 are as follows :-

S. N.	Name of Director	Age (Years)	Position	Equity Shares			
				A	B	C	D
1.	Rakesh Gupta	44	Director	Nil	Nil	Nil	Nil
2.	Deepak Goyal	38	Director	2	Nil	Nil	Nil
3.	Alok Kumar	34	Director	Nil	Nil	Nil	Nil

22. The details of the present directors of the Applicant/ Transferor Company and their shareholding in each of the Applicant/Demerged Company 1/Resulting Company 2 **("A")**, Applicant/Resulting Company 1 **("B")**, Applicant/ Transferor Company **("C")** and the Applicant/Demerged Company 2/Transferee Company **("D")** either singly or jointly as on 28th February, 2016 are as follows :-

S. N.	Name of Director	Age (Years)	Position	Equity Shares			
				A	B	C	D
1.	Sunil Kumar Jain	55	Director	Nil	Nil	100*	Nil
2.	Deepak Goyal	44	Director	2	Nil	Nil	Nil
3.	Alok Kumar	34	Director	Nil	Nil	Nil	Nil
4.	Ravinder Nath Leekha	66	Independent Director	Nil	Nil	Nil	Nil
5	Raj Kamal Agarwal	63	Independent Director	Nil	Nil	Nil	Nil

*Nominee of Holding Company

23. The details of the present directors of the Applicant/ Demerged Company 2/Transferee Company and their shareholding in each of the Applicant/Demerged Company 1/Resulting Company 2 **("A")**, Applicant/ Resulting Company 1 **("B")**, Applicant/Transferor Company **("C")** and the Applicant/Demerged Company 2/Transferee Company **("D")** either singly or jointly as on 28th February, 2016 are as follows :-

S. N.	Name of Director	Age (Years)	Position	Equity Shares			
				A	B	C	D
1.	Alok Kumar	34	Director	Nil	Nil	Nil	Nil
2.	Preetika Singh Johar	28	Director	Nil	Nil	Nil	Nil
3.	Raj Kamal Agarwal	63	Independent Director	Nil	Nil	Nil	Nil
4.	Ravinder Nath Leekha	66	Independent Director	Nil	Nil	Nil	Nil

24. The shareholding pattern of the Applicant/Demerged Company 1/ Resulting Company 2 as on 31st December, 2015 is set out below :-

JINDAL SAW LIMITED As on 31/12/2015																		
Table - I Summary of Statement holding of specified securities																		
Category (I)	Category of shareholder (II)	No.of Share-hold-ers	No. of fully paid up eq-uity shares held (iv)	No. of Partly paid up equity shares held (v)	No.of Shares underlying Depository Receipts (vi)	Total nos. shares held (VII)=(IV)+ (V)+(VI)	Shareholding as a % of total no.of shares (calcu-lated as per SCRR,1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)				No.of Shares Underlying Outstand-ing con-vertible securities (Including warrants) (X)	Shareholding as a % assuming full conver-sion of convertible securi-ties (as a percentage of di-luted share capital	Number of locked in Shares (XII)		Number of Shares pledged or other-wise encumbered (XIII)		Number of Equity shares held in demate-rialised form (XIV)
								No.of Voting Rights			Total as a % of (A+B+C)			No. (a)	As a % of total shares held (b)	No. (a)	As a % of total shares held (b)	
								Class eg: X	Class eg:Y	Total								
(A)	Promoter & Promoter Group	34	156129215	0	0	156129215	51.27	156129215	0	156129215	51.27	15223486	53.59	28307110	18.13	6374502	4.08	153462215
(B)	Public	47791	148401416	0	0	148401416	48.73	148401416	0	148401416	48.73	0	46.41	0	0	0	0	116595786
(C.)	Non Promoter - Non Public	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
(C1)	Shares underlying DRs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(C2)	Shares held by Employee Trusts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	47825	304530631	0	0	304530631	100	304530631	0	304530631	100	15223486	100	28307110	9.30	6374502	2.09	270058001

25. There will be no change in the equity shareholding pattern of Applicant/Demerged Company 1/ Resulting Company 2 upon the Scheme becoming effective.

26. The shareholders of the Applicant/Resulting Company 1 as on 31st December, 2015 is as set out below :-

Name of Equity Shareholder	No. of Equity Shares Held	% holding
M/s Manjula Finances Ltd*	500	0.2
M/s Renuka Financial Services Ltd*	500	0.2
M/s Goswamis Credits & Investment Ltd.*	500	0.2
Ms. Sminu Jindal*	500	0.2
Mr. Indresh Batra*	500	0.2
Mr. Ranjit Malik*	1000	0.4
M/s Jindal Saw Ltd	246500	98.6
TOTAL	250000	100
*On behalf of Jindal Saw Ltd		

27. The expected shareholding pattern of the Applicant/Resulting Company 1 upon the Scheme becoming effective and the consequent listing of the equity shares of the Applicant/Resulting Company 1 is as follows:

JITF Inftralogistics Ltd. As on 31/12/2015

Table - I Summary Statement holding of specified securities

Category (I)	Category of shareholder (II)	No.of Share-holders	No. of fully paid up eq-uity shares held (iv)	No. of Partly paid up equity shares held (v)	No.of Shares underlying Depository Receipts (vi)	Total nos. shares held (VII)=(IV)+ (V)+(VI)	Shareholding as a % of total no.of shares (calcu-lated as per SCRR,1957) (VIII) As a % of (A+B+ C2)	Number of Voting Rights held in each class of securities (IX)				No.of Shares Underlying Out-standing convertible securities (Including warrants) (X)	Shareholding as a % assuming full conversion of convertible securities (as a percentage of di-luted share capital	Number of locked in Shares (XII)		Number of Shares pledged or other-wise encumbered (XIII)		Number of Eq-uity shares held in dematerialised form (XIV)
								No.of Voting Rights			Total as a % of (A+B+C)			No. (a)	As a % of total shares held (b)	No. (a)	As a % of total shares held (b)	
								Class X	Class Y	Total								
(A)	Promoter & Promoter Group	34	12550564	0	0	12550564	51.27	12550564	0	12550564	51.27	0	51.27	2275491	18.13	6374502	50.79	12336176
(B)	Public	44554	11929390	0	0	11929390	48.73	11929390	0	11929390	48.73	0	48.73	0	0	0	0	9360557
(C)	Non Promoter - Non Public	0	0	0	0	0		0	0			0		0				0
(C1)	Shares underlying DRs					0	0	0	0	0	0	0	0	0	0	0	0	0
(C2)	Shares held by Employee Trusts					0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	44588	24479954	0	0	24479954	100	24479954	0	24479954	100	0	100	2275491	9.3	6374502	26.04	21696733

28. The shareholders of the Applicant/Transferor Company as on 28th February, 2016 is as set out below :-

Name of Equity Shareholder	No. of Equity Shares Held	% holding
Ms. Sminu Jindal*	100	0.01
Mr. Prithvi Raj Jindal*	100	0.01
Mr. Sunil Kumar Jain*	100	0.01
Mr. N.K. Agarwal*	100	0.01
Mr. Vinay Gupta*	100	0.01
Mr. Rajeev Goyal*	100	0.01
M/s Jindal Saw Ltd	75768053	99.99
Total Equity Shares	75768653	100

* Nominee of Jindal Saw Ltd.

29. The shareholders of the Applicant/ Demerged Company 2/Transferee Company upon the amalgamation of the Applicant/Transferor Company with the Applicant/ Demerged Company 2/Transferee Company is as set out below:

Name of Equity Shareholder	No. of Equity Shares Held	% holding
Ms. Sminu Jindal*	100	0.01
Mr. Prithvi Raj Jindal*	100	0.01
Mr. Indresh Batra*	100	0.01
Mr. Sunil Kumar Jain*	100	0.01
M/s Renuka Financial Services Ltd*	100	0.01
M/s Manjula Finances Ltd*	100	0.01
M/s Goswamis Credits & Investment Ltd.*	100	0.01
M/s JITF Shipyards Ltd.	204478656	99.99
Total Equity Shares	204479356	100

* Nominee of JITF Shipyards Limited

30. An Equity Shareholder, Secured Creditor and Unsecured Creditor entitled to attend and vote at the respective meeting of the Equity Shareholders, Secured Creditors and Unsecured Creditors of the Applicant/ Demerged Company 1/Resulting Company 2 being convened on Saturday, 9th April, 2016 at the Registered Office of the

Applicant/Demerged Company 1/Resulting Company 2 at A1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 10.30 AM; 12.30 PM and 02.00 PM respectively are entitled to appoint a proxy to attend and vote. The instrument appointing the proxy should be deposited at the Registered Office of the Applicant/ Demerged Company 1/Resulting Company 2 not later than 48 (forty eight) hours prior to the time of commencement of the meeting.

31. An Unsecured Creditor entitled to attend and vote at the meeting of the Unsecured Creditors of the Applicant/ Demerged Company 2/Transferee Company being convened on Saturday, 9thApril, 2016 at the Registered Office of the Applicant/Demerged Company 2/Transferee Company at A1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403 at 03.00 PM are entitled to appoint a proxy to attend and vote. The instrument appointing the proxy should be deposited at the Registered Office of the Applicant/ Demerged Company 2/Transferee Company not later than 48 (forty eight) hours prior to the time of commencement of the meeting.

32. Corporate Equity Shareholders, Secured Creditors and Unsecured Creditors of the Applicant/Demerged Company 1/Resulting Company 2 and the Corporate Unsecured Creditors of the Applicant/Demerged Company 2/Transferee Company intending to send their authorized representative to attend the respective meeting are requested to lodge a certified true copy of the Board Resolution/Power of Attorney not later than 48 (forty eight) hours before the time of commencement of the respective meeting at the Registered Office of the Applicant/ Demerged Company 1/Resulting Company 2 and the Applicant/Demerged Company 2/Transferee Company, authorizing such person to attend and vote on its behalf at the respective meeting.

33. The BSE and NSE have by their respective communications both dated 04th February, 2016, issued observation letters to the Applicant/ Demerged Company 1/Resulting Company 2 to enable filing of the Scheme with the Hon'ble High Court of Judicature at Allahabad.

34. The following documents will be open for inspection by the Equity Shareholders, Secured Creditors and Unsecured Creditors of the Applicant/Demerged Company 1/ Resulting Company 2 and the Unsecured Creditors of the Applicant/Demerged Company 2/ Transferee Company upto one day prior to the date of the said meetings at the Registered Office of the Applicant/Demerged Company 1/Resulting Company 2 and the Applicant/Demerged Company 2/ Transferee Company between 10:00 a.m. and 1:00 p.m. on all working days (Monday to Friday).

    (a) Copy of the Company Application No. 4 of 2016;

    (b) Copy of the Order of the Hon'ble High Court of Judicature at Allahabad dated 17thFebruary, 2016 in the above Company Application;

    (c) Copies of the Memorandum and Articles of Association of the Applicant Companies;

    (d) Copy of Audited Accounts and the Annual Report of the Applicant/ Demerged Company 1/Resulting Company 2 for the Financial Year 2014-2015;

    (e) Copy of Unaudited Quarterly Results of the Applicant/ Demerged Company 1/ Resulting Company 2 for the period 30th June, 2015; 30th September, 2015 and 31st December, 2015;

    (f) Copy of the audited accounts of the Applicant/ Demerged Company 1/ Resulting Company 2 for the period ending 31stMarch, 2015 as recasted in accordance with the Companies (Indian Accounting Standards) Rules, 2015;

    (g) Copy of Audited Accounts and the Annual Report of the Applicant/ Resulting Company 1 for the Financial Year 2014-2015;

    (h) Copy of the audited accounts of the Applicant/ Resulting Company 1 for the period ending 31stMarch, 2015 as recasted in accordance with the Companies (Indian Accounting Standards) Rules, 2015;

    (i) Copy of Audited Accounts and the Annual Report of the Applicant/ Transferor Company for the Financial Year 2014-2015;

    (j) Copy of the audited accounts of the Applicant/ Transferor Company for the period ending 31stMarch, 2015 as recasted in accordance with the Companies (Indian Accounting Standards) Rules, 2015;

    (k) Copy of Audited Accounts and the Annual Report of the Applicant/ Demerged Company 2/Transferee Company for the Financial Year 2014-2015;

    (l) Copy of the audited accounts of the Applicant/ Demerged Company 2/ Transferee Company for the period ending 31stMarch, 2015 as recasted in accordance with the Companies (Indian Accounting Standards) Rules, 2015;

    (m) The Composite Scheme of Arrangement;

    (n) Copy of the extracts of the Board Resolutions of the Applicant/ Demerged Company 1/Resulting Company 2, Applicant/Resulting Company 1, Applicant/Transferor Company and the Applicant/ Demerged Company 2/Transferee Company, all dated 10th November, 2015 approving the Scheme;

    (o) Copy of the extracts from the Special Resolution of the Applicant/Resulting Company 1 and Applicant/ Demerged Company 2/ Transferee Company both dated 9th February, 2016;

    (p) Copy of Recommendation of Share Entitlement Reports dated 10thNovember, 2015 issued by Khandelia & Sharma, Chartered Accountant;

    (q) Copy of the Fairness Opinion dated 10th November, 2015 issued by SPA Capital Advisors Limited, Merchant Banker;

    (r) Copy of the Observation Letters issued by BSE Limited and NSE both dated 04th February, 2016;

    (s) Copy of the Complaints Report dated 7th December, 2015 submitted with the NSE; and

    (t) Copy of the Complaints Report dated 7th December, 2015 submitted with the BSE.

35. A copy of the Scheme and this statement may also be obtained up to one day prior to the date of the meetings at the Registered Office of the Applicant Companies between 10:00 a.m. and 1:00 p.m. on all working days (Monday to Friday).

Dated this 24th day of February, 2016.

Sd/-

Diptiman Singh, Advocate
30, Clive Road, Allahabad

Bharat Pratap Singh
(Chairperson appointed for the meeting)

COMPOSITE SCHEME OF ARRANGEMENT

UNDER SECTIONS 391 TO 394 READ WITH SECTIONS 100 TO 103 OF THE COMPANIES ACT, 1956AND/OR APPLICABLE SECTIONS OF THE COMPANIES ACT, 2013

AMONG

JINDAL SAW LIMITED ("DEMERGED COMPANY 1"/ "RESULTING COMPANY 2")

AND

JITF INFRALOGISTICS LIMITED ("RESULTING COMPANY 1")

AND

JITF SHIPYARDS LIMITED ("TRANSFER OR COMPANY")

AND

JITF WATERWAYS LIMITED ("DEMERGED COMPANY 2"/ "TRANSFEREE COMPANY")

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

INTRODUCTION

A. PREAMBLE

This Composite Scheme of Arrangement ("*Scheme*") for demerger, amalgamation and capital reduction is presented under the provisions of Sections 391 – 394 read with Sections 100 – 103 of the 1956 Act (*as defined hereinafter*) and/ or other relevant provisions of the Act (*as defined hereinafter*), for the (i) demerger of the Demerged Undertaking 1(*as defined hereinafter*) of the Demerged Company 1(*as defined hereinafter*) and vesting of the same in the Resulting Company 1(*as defined hereinafter*); (ii) the reduction of the issued and paid-up equity share capital of the Resulting Company 1 and securities premium account (if required) of the Resulting Company 1;(iii) reduction of the capital redemption reserve, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 1; (iv) transfer of a part of the authorized share capital from the Demerged Company 1 to the Resulting Company 1;(v) listing of the equity shares of Resulting Company 1 on the Stock Exchanges (*as defined hereinafter*); (vi) amalgamation of the Transferor Company (*as defined hereinafter*) with the Transferee Company (*as defined hereinafter*); (vii) the reduction of the capital reserve (if required) and the securities premium account (if required) of the Transferee Company; (viii) dissolution without winding up of the Transferor Company; (ix) transfer of the authorized share capital from the Transferor Company to the Transferee Company; (x) change in the name of the Transferee Company; (xi) demerger of the Demerged Undertaking 2 (*as defined hereinafter*) of the Demerged Company 2 (*as defined hereinafter*) and vesting of the same in the Resulting Company 2 (*as defined hereinafter*); (xii) the reduction of the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2; (xiii) the reduction of the issued and paid-up equity share capital, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2; (xiv) transfer of a part of the authorized share capital from the Demerged Company 2 to the Resulting Company 2, pursuant to the relevant provisions of the 1956 Act and/ or the provisions of the 2013 Act and the relevant provisions of this Scheme. In addition, this Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

B. RATIONALE FOR THE SCHEME

The Demerged Company 1 currently has business interests in diverse businesses such as manufacturing of steel pipes and steel pellets and infrastructure business. The management of the Demerged Company 1 believes that the business interests of the Demerged Company 1 in the Demerged Undertaking 1, which comprises of the business interests of the Demerged Company 1 in the infrastructure sector, require dedicated management focus and business strategies to develop the growth potential in the relevant business market. With a view to achieve greater management focus on its business interests in the manufacturing of steel pipes and steel pellets, the management of the Demerged Company 1 proposes to demerge its business interests in the infrastructure sector comprising of the Demerged Undertaking 1, and vest the same with the Resulting Company 1 (a wholly owned subsidiary of Demerged Company 1). The Demerged Company 1 will retain the manufacturing of steel pipes and steel pellets businesses. Further, the demerger of the Demerged Undertaking 1 and vesting of the same with Resulting Company 1 would enable the Resulting Company 1 to focus on infrastructure business and further create value for all of its stakeholders. Further, the listing of the equity shares of Resulting Company 1 on the Stock Exchanges (*as defined hereinafter*) would help the shareholders of Resulting Company 1 to unlock the value of their shares.

Pursuant to the demerger of Demerged Undertaking 1 and vesting of the same in the Resulting Company 1, the issued and paid-up equity share capital of the Resulting Company 1 would be reduced as a result of cancellation of the shares held by the Demerged Company 1 in the Resulting Company 1 and the securities premium account of the Resulting Company 1 shall be reduced (if required) to set off the accumulated accounting losses (if any) relating to the Demerged Undertaking 1 that are transferred to the Resulting Company 1 pursuant to Section I of the Scheme.

Further, pursuant to the demerger of Demerged Undertaking 1 and vesting of the same in the Resulting Company 1, the capital redemption reserve, capital reserve (if required) and the securities premium account (if required), of the Demerged Company 1 shall be reduced to set off the difference between the amount of assets and the amount of liabilities and accumulated accounting losses (if any), pertaining to the Demerged Undertaking 1 being transferred by the Demerged Company 1 pursuant to Section I of the Scheme and the amount of investment held by the Demerged Company 1 in the Resulting Company 1 and cancelled by Demerged Company 1.

Further, both the Transferor Company and the Transferee Company are engaged in waterways transportation business (consisting of ocean waterways and inland

waterways transportation). Therefore, with a view to consolidate the business interests of the Transferor Company and the Transferee Company in the waterways transportation business, the Transferee Company and the Transferor Company have decided that the Transferor Company with all its business interests including those in waterways transportation business (consisting of ocean waterways and inland waterways transportation), be amalgamated with its wholly owned subsidiary company, the Transferee Company which is also, *inter alia,* engaged in the waterways transportation business.

On a long term basis, management of the Transferee Company wishes to focus on inland waterways transportation business. Therefore, the proposed amalgamation of the Transferor Company comprising of its business interests, *inter alia,* in inland waterways transportation business with the Transferee Company would be in the best interests of the shareholders, creditors and employees of the Transferor Company and the Transferee Company and would also, *interalia,* have the following benefits:

(a) the proposed amalgamation would result in consolidation of the operations of inland waterways transportation business in the Transferee Company which will lead to synergies, reduction in operational costs and operational efficiencies in the existing operations of the inland waterways transportation business; and

(b) the proposed amalgamation would result in better growth prospects in the inland waterways transportation business.

Further, pursuant to the amalgamation of the Transferor Company with the Transferee Company, the entire share capital of the Transferee Company held by the Transferor Company would be cancelled and the Transferor Company shall stand dissolved without winding up. Further, the capital reserve (if required) and the securities premium account (if required) of the Transferee Company shall be reduced to set off the debit balance (if any) of the capital reserve created pursuant to the amalgamation of the Transferor Company with the Transferee Company and accumulated accounting losses, if any, of the Transferor Company acquired by the Transferee Company pursuant to the amalgamation of the Transferor Company with the Transferee Company.

The Demerged Company 2 is a step down wholly owned subsidiary of the Resulting Company 2, however, pursuant to the amalgamation of the Transferor Company with the Demerged Company 2/Transferee Company, the Demerged Company 2 will become a direct wholly owned subsidiary of the Resulting Company 2. Demerged Company 2 has business interests in diverse businesses such as ocean waterways, inland waterways transportation and business process outsourcing. The Resulting Company 2 operates various manufacturing and job work facilities situated in India, USA, Italy, Dubai, etc. for production and sale of finished goods. With a view to integrate the manufacturing presence of the Resulting Company 2 in India and abroad, it is imperative for the Resulting Company 2 to have its own ocean logistics support system for transit of finished goods between multiple domestic/ international locations. Therefore, the demerger of the Demerged Undertaking 2 and vesting of the same with Resulting Company 2 would not only enable the Resulting Company 2 to strengthen its ocean logistics capabilities by providing the Resulting Company 2 with efficient in-house ocean logistics facilities for the shipment of materials between various domestic/ international locations, but also insulate the Resulting Company 2 from the vagaries of third party logistic providers in the shipping industry and would thereby not only stabilize the operating costs of the Resulting Company 2 but also result in synergies and better utilisation of capabilities and resources. Further, the management of the Demerged Company 2 also believes that the demerger of the Demerged Undertaking 2 will result in better utilisation of capabilities and resources of the Demerged Undertaking 2. Since the Demerged Company 2 will become a direct wholly owned subsidiary of the Resulting Company 2 upon effectiveness of the amalgamation of the Transferor Company with the Transferee Company in accordance with Section II of the Scheme, the Demerged Company 2 there shall be no consideration payable by the Resulting Company 2 to the shareholder of the Demerged Company 2 (that is, the Resulting Company 2 itself) for the demerger of the Demerged Undertaking 2 from Demerged Company 2 and vesting of the same with the Resulting Company 2.

Pursuant to the demerger of Demerged Undertaking 2 and vesting of the same in the Resulting Company 2, the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2 shall be reduced to set off the accumulated accounting losses (if any) relating to the Demerged Undertaking 2 transferred to the Resulting Company 2 and the debit balance (if any) of the restructuring reserve account of the Resulting Company 2.

Pursuant to the demerger of Demerged Undertaking 2 and vesting of the same in the Resulting Company 2, the issued and paid-up equity share capital of the Demerged Company 2 will no longer be represented by the remaining assets of the Demerged Company 2 and accordingly the issued and paid-up equity share capital of the Demerged Company 2 shall be reduced. Further, Pursuant to the demerger of the Demerged Undertaking 2 and vesting of the same in the Resulting Company 2, the capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2 shall be reduced to set off the debit balance (if any) of the restructuring reserve account of the Demerged Company 2.

The demerger of the Demerged Undertaking 1 by the Demerged Company 1 and vesting of the same with the Resulting Company 1 and the demerger of the Demerged Undertaking 2 by the Demerged Company 2 and vesting of the same with the Resulting Company 2 (after the amalgamation of the Transferor Company with the Transferee Company (i.e. Demerged Company 2)) would be in the best interests of the shareholders, creditors and employees of the Demerged Company 1/ Resulting Company 2, the Demerged Company 2 and the Resulting Company 1 respectively, as it would result in enhancement of shareholder value, operational efficiencies and greater focus and would enable the management of each of the Demerged Company 1/ Resulting Company 2, the Demerged Company 2 and the Resulting Company 1

respectively to vigorously pursue revenue growth and expansion opportunities.

In view of the above mentioned reasons, it is considered desirable and expedient to demerge the Demerged Undertaking 1 of the Demerged Company 1 and vest the same with the Resulting Company 1,to amalgamate the Transferor Company with the Transferee Company and to demerge the Demerged Undertaking 2 of the Demerged Company 2 and vest the same with the Resulting Company 2 (after the amalgamation of the Transferor Company with the Transferee Company (i.e. Demerged Company 2)). The above mentioned demerger of the Demerged Undertaking 1 and Demerged Undertaking 2 is also in accordance with Section 2(19AA) of the IT Act (*as defined hereinafter*). The above mentioned amalgamation is also in accordance with Section 2(1B) of the IT Act.

C. PARTS OF THE SCHEME

This Scheme is divided into the following sections:

1. SECTION I

DEMERGER OF DEMERGED UNDERTAKING 1(AS DEFINED HEREINAFTER) AND VESTING OF THE SAME IN THE RESULTING COMPANY 1(AS DEFINED HEREINAFTER)

Part A deals with the Definitions and Share Capital.

Part B deals with demerger of Demerged Undertaking 1of the Demerged Company 1(*as defined hereinafter*) and vesting of the same in Resulting Company 1, in accordance with Section 2 (19AA) of the IT Act (*as defined hereinafter*) and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

Part C deals with the discharge of the consideration for the demerger of the Demerged Undertaking 1from the Demerged Company 1and vesting of the same with the Resulting Company 1, transfer of a part of the authorized share capital from the Demerged Company 1 to the Resulting Company 1, the reduction of the issued and paid-up equity share capital and securities premium account (if required) of the Resulting Company 1 and the reduction of the capital redemption reserve, capital reserve (if required) and the securities premium account (if required), of the Demerged Company 1.

Part D deals with the accounting treatment in the books of the Demerged Company 1 and the Resulting Company 1.

Part E deals with listing of the equity shares of Resulting Company 1 on the Stock Exchanges (*as defined hereinafter*).

2. SECTION II

AMALGAMATION OF THE TRANSFEROR COMPANY *(AS DEFINED HEREINAFTER)* WITH THE TRANSFEREE COMPANY *(AS DEFINED HEREINAFTER)*

Part A deals with the Definitions and Share Capital.

Part B deals with amalgamation of the Transferor Company *(as defined hereinafter)* with the Transferee Company (*as defined hereinafter*), in accordance with Section 2 (1B) of the IT Act (*as defined hereinafter*) and Sections 391 to 394 read with Sections 100-103 of the 1956 Act and/ or other relevant provisions of the Act.

Part C deals with the discharge of the consideration for the amalgamation of the Transferor Company with the Transferee Company and the reduction of the capital reserve (if required) and the securities premium account (if required) of the Transferee Company.

Part D deals with the accounting treatment in the books of the Transferee Company, dissolution without winding up of the Transferor Company, transfer of the authorized share capital from the Transferor Company to the Transferee Company and the change in the name of the Transferee Company.

3. SECTION III

DEMERGER OF DEMERGED UNDERTAKING 2 (AS DEFINED HEREINAFTER) AND VESTING OF THE SAME IN THE RESULTING COMPANY 2 (AS DEFINED HEREINAFTER)

Part A deals with the Definitions and Share Capital.

Part B deals with demerger of Demerged Undertaking 2 of the Demerged Company 2 (*as defined hereinafter*) and vesting of the same in Resulting Company 2, in accordance with Section 2 (19AA) of the IT Act and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

Part C deals with the reduction of the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2 and reduction of the issued and paid up equity share capital, capital reserve (if required) and securities premium account (if required) of the Demerged Company 2. Since the Demerged Company 2 will become a wholly owned subsidiary of the Resulting Company 2 pursuant to Section II of the Scheme, there shall be no consideration payable by the Resulting Company 2 to the shareholder of the Demerged Company 2 for the demerger of the Demerged Undertaking 2 (that is, the Resulting Company 2 itself) from Demerged Company 2 and vesting of the same with the Resulting Company 2.

Part D deals with the accounting treatment in the books of the Demerged Company 2 and the Resulting Company 2, the transfer of a part of the authorized share capital from the Demerged Company 2 to the Resulting Company 2 and issuance, if any, of compulsorily convertible debentures by the Resulting Company 2.

4. SECTION IV

Section IVdeals with the general terms and conditions applicable to the Scheme.

SCHEDULES

Schedule 1 – Description of Transferor Company

Schedule 2 – Description of Demerged Undertaking 2

SECTION I

DEMERGER OF THE DEMERGED UNDERTAKING 1 (AS DEFINED HEREINAFTER) OF THE DEMERGED COMPANY 1 (AS DEFINED HEREINAFTER) AND VESTING OF THE SAME WITH THE RESULTING COMPANY 1 (AS DEFINED HEREINAFTER)

PART A

WHEREAS:

A. **Jindal Saw Limited** (hereinafter referred to as the "*Demerged Company 1*"), is a company incorporated under

the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh- 281403. The Demerged Company 1 has business interests in diverse businesses such as the manufacturing of steel pipe and steel pellets and infrastructure businesses.

B. **JITF Infralogistics Limited** (hereinafter referred to as the **"Resulting Company 1"**), is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh - 281403.The Resulting Company 1 is a wholly owned subsidiary of the Demerged Company 1 and has been incorporated for logistics and infrastructure business.

C. In terms of Section I of this Scheme, it is now proposed, *inter alia*, to demerge the Demerged Undertaking 1*(as defined hereinafter)* of the Demerged Company 1, and vest the same with the Resulting Company 1 with effect from the Demerger Appointed Date 1 *(as defined hereinafter)*, reduce the issued and paid-up equity share capital and securities premium account (if required) of the Resulting Company 1 and reduce the capital redemption reserve, capital reserve (if required) and the securities premium account (if required), of the Demerged Company 1, pursuant to and under Sections 391 to 394 read with Section 100 – 103 of the 1956 Act and/or other relevant provisions of the Act and the rules and regulations framed thereunder and list the equity shares of Resulting Company 1 on the Stock Exchanges *(as defined hereinafter)*, in the manner provided for in Section I of the Scheme.

D. The demerger of the Demerged Undertaking 1 of the Demerged Company 1 and vesting of the same with the Resulting Company 1 pursuant to and in accordance with this Scheme shall be in accordance with Section 2(19AA) of the IT Act.

1.DEFINITIONS

For the purposes of Section I of this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings mentioned herein below:

(a) **"1956 Act"** means the Companies Act, 1956 (Act No.1 of 1956), and the rules, regulations, circulars and notifications issued thereunder, each as amended from time to time and to the extent in force.

(b) **"2013 Act"** means the Companies Act, 2013 (Act No.18 of 2013) and the rules, regulations, circulars and notifications issued thereunder, each as amended from time to time and to the extent in force.

(c) **"Act"** means the 1956 Act or the 2013 Act, as may be applicable, as amended or substituted by any statutory modification / re-enactment thereof.

(d) **"Court"** means the Hon'ble High Court of Judicature at Allahabad and shall be deemed to include, if applicable, a reference to the National Company Law Tribunal or such other forum or authority which may be vested with any of the powers of a High Court to sanction this Scheme under the Act.

(e) **"Demerged Business 1"** comprises of the business and business interests of the Demerged Company 1 in the infrastructure business *inter alia* through subsidiaries of the Demerged Company 1 engaged in the infrastructure business.

(f) **"Demerged Company 1"** shall have the meaning ascribed to it in Recital A of Section I hereto.

(g) **"Demerged Company 1 CCDs"** shall mean any outstanding zero coupon compulsorily convertible debentures having face value of Rs. 81.10 (Rupees Eighty One and Ten Paise only) issued by the Demerged Company 1 which are due for conversion into equal number of equity shares of the Demerged Company 1.

(h) **"Demerged Company 1 CCD Holders"** shall mean the holders of the Demerged Company 1 CCDs.

(i) **"Demerged Undertaking 1"** means the undertaking of the Demerged Company 1, pertaining to the Demerged Business 1, which shall be inclusive of, but not limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Demerged Company 1 pertaining to the Demerged Business 1;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Demerged Company 1 pertaining to the Demerged Business 1;

(iii) all debts, borrowings and liabilities, whether present or future, whether secured or unsecured availed by the Demerged Company 1 pertaining to the Demerged Business 1;

(iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax, tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;

(vii) all employees of the Demerged Company 1 employed in relation to the Demerged Business 1;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company 1 pertaining to the Demerged Business 1;

(ix) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Demerged Company 1 in connection with the Demerged Business 1; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Demerged Company 1 and pertaining to the Demerged Business 1.

(j) **"Demerger Appointed Date 1"** means the opening of business hours as on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Demerged Company 1 and the Resulting Company 1, being the time and date with effect from which Section I of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of this Scheme.

(k) **"Demerger 1 Record Date"** shall have the meaning ascribed to it in Clause 4.1 in Section I of this Scheme.

(l) **"Effective Date"** means the date on which the last of the conditions set out in Clause 1.5 of Section IV of the Scheme is satisfied.

(m) **"IT Act"** means the Income Tax Act, 1961, as amended or any statutory modification / re-enactment thereof.

(n) **"Resulting Company 1"** shall have the meaning ascribed to it in Recital B of Section I hereto.

(o) **"RoC"** means the Registrar of Companies, Uttar Pradesh.

(p) **"Scheme"** or **"Scheme of Arrangement"** means this Composite Scheme of Arrangement among the Demerged Company 1/ Resulting Company 2,the Resulting Company 1, the Demerged Company 2/ Transferor Company, the Transferee Company and their respective shareholders and creditors pursuant to the provisions of Sections 391 – 394 read with Sections 100 – 103 of 1956 Act and/or other relevant provisions of the Act.

(q) **"Stock Exchanges"** means the stock exchanges where the equity shares of the Demerged Company 1 are listed and are admitted to trading, *viz*, BSE Limited **("BSE")** and the National Stock Exchange of India Limited **("NSE")**.

(r) **"Trustee 1"** shall have the meaning ascribed to it in Clause 4.4 of Section I hereto.

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

2. SHARE CAPITAL

2.1 The share capital of the Demerged Company 1, as on September 30, 2015 was as under:

Share Capital	**Amount (Rs.)**
Authorized Capital	
Equity	
500,000,000 Equity Shares of Rs.2 each	1,000,000,000.00
Preference	
10,000,000 Redeemable Preference shares of Rs. 100 each	1,000,000,000.00
Total	**2,000,000,000.00**
Issued Capital	
304,537,881 Equity Shares of Rs. 2 each	609,075,762
Total	**609,075,762**
Subscribed and Paid-up Capital	609,067,762
304,533,881Equity Shares of Rs. 2 each	
Forfeited 4,000 Equity Shares of Rs. 2 each (Partly paid up Rs. 1 each)	4,000
Total	**Rs.609,071,762**

Allotment of 3,250 (three thousand two hundred and fifty) equity shares of face value of Rs. 2 (Rupees Two only) each has been kept in abeyance by the Demerged Company 1 pursuant to court orders.

Additionally,as on September 30, 2015, 1,52,23,486 (one crore fifty two lakhs twenty three thousand four hundred and eighty six) Demerged Company 1 CCDs issued by the Demerged Company 1 are due for conversion into equal number of equity shares of the Demerged Company 1 by April 30, 2016.

2.2 Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Demerged Company 1, there has been no change in the issued, subscribed or paid up capital of the Demerged Company 1.

2.3 The share capital of the Resulting Company 1, as on September 30, 2015 was as under:

Share Capital	**Amount (Rs.)**
Authorized Capital	
Equity	
50,000 Equity Shares of Rs.10 each	5,00,000
Total	**5,00,000**
Issued, Subscribed and Paid-up Capital	
Equity	
50,000Equity Shares of Rs.10 each	5,00,000
Total	**5,00,000**

2.4. The members of the Resulting Company 1 have vide a resolution dated November 2, 2015 resolved to sub-divide each fully paid up equity share of the Resulting Company 1 having face value of Rs. 10 (Rupees Ten only)into 5 (five) fully paid up equity shares of face value of Rs. 2 (Rupee Two only) each, with effect from November 2, 2015 and consequently, the authorized share capital of the Resulting Company 1 of Rs. 5,00,000 (Rupees Five

Lakhs only) now comprises of 2,50,000 (two lakh fifty thousand) equity shares of Rs. 2 (Rupee Two only) each and the issued, subscribed and paid-up capital of the Resulting Company 1 also comprises of 2,50,000 (two lakh fifty thousand) equity shares having face value of Rs. 2 (Rupee Two only) each. Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Resulting Company 1, there has been no change in the issued, subscribed or paid up capital of the Resulting Company 1.

PART B

3. DEMERGER OF THE DEMERGED UNDERTAKING 1 OF THE DEMERGED COMPANY 1 AND VESTING OF THE SAME WITH THE RESULTING COMPANY 1

3.1 Subject to the provisions of Section I of the Scheme in relation to the modalities of demerger and vesting, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Demerged Undertaking 1, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall demerge from the Demerged Company 1 and be transferred to and vest in the Resulting Company 1, and shall become the property of and an integral part of the Resulting Company 1subject to the existing charges and encumbrances, if any, created by the Demerged Company 1 in favour of its lenders or the lenders of its subsidiaries or group companies,by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Demerged Company 1 or the Resulting Company 1. Without prejudice to the generality of the above, in particular, the Demerged Undertaking 1 shall stand vested in the Resulting Company 1, in the manner described in sub-paragraphs (a) – (n) below:

a. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all immovable property (including land, buildings and any other immovable property) of the Demerged Company 1 in relation to the Demerged Undertaking 1, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed by the Demerged Company 1 or the Resulting Company 1. Upon Section I of the Scheme coming into effect on the Effective Date and witheffect from the Demerger Appointed Date 1, the Resulting Company 1 shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfill all obligations, in relation to or applicable to such immovable properties. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the title to the immovable properties of the Demerged Undertaking 1 shall be deemed to have been mutated and recognised as that of the Resulting Company 1 and the mere filing of the vesting order of the Court sanctioning the Scheme with the appropriate Registrar or Sub-Registrar of Assurances or with the relevant Government agencies shall suffice as record of continuing title to the immovable properties of the Demerged Undertaking 1 with the Resulting Company 1 pursuant to the Section I of the Scheme becoming effective and shall constitute a deemed mutation and substitution thereof. The Resulting Company 1shall in pursuance of the vesting order of the Court be entitled to the delivery and possession of all documents of title to such immovable property in this regard.

b. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all the assets of the Demerged Company 1 relating to the Demerged Undertaking 1 as are movable in nature and are capable of transfer by endorsement and delivery, shall stand vested in Resulting Company 1, and shall become the property and an integral part of Resulting Company 1. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical delivery or by endorsement and delivery, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly.

c. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, any and all other movable property (except those specified elsewhere in this Clause) including all sundry debts and receivables, outstanding loans and advances, if any, relating to the Demerged Undertaking 1, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with government, semi-government, local and other authorities and bodies, customers and other persons shall, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, become the property of the Resulting Company 1. Where any of the outstanding receivables attributed to the Demerged Undertaking 1have been received by the Demerged Company 1 on behalf of the Demerged Undertaking 1 after the Demerger Appointed Date 1, the same shall be deemed to have been received by the Demerged Company 1 for and on behalf of the Resulting Company 1.

d. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, relating to the Demerged Undertaking 1, whether provided for or not in the books of accounts of the Demerged Company 1 or disclosed in the balance sheet of the Demerged Undertaking 1, including general and multipurpose borrowings, if any, shall become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1 undertakes to meet, discharge and satisfy the same to the exclusion

of the Demerged Company 1. 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. However, if any lender of the Demerged Company 1 requires satisfaction of the charge over the Demerged Company 1's properties and recordal of a new charge with the Resulting Company 1, the Resulting Company 1 shall for good order and for statistical purposes, file appropriate forms with the RoC as accompanied by the sanction order or a certified copy thereof and any deed of modification or novation executed by the Resulting Company 1. Where any of the loans, liabilities and obligations attributed to the Demerged Undertaking 1 have been discharged by the Demerged Company 1 on behalf of the Demerged Undertaking 1 after the Demerger Appointed Date 1 but before the Effective Date, such discharge shall be deemed to have been done by the Demerged Company 1 for and on behalf of the Resulting Company 1.

e. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all incorporeal or intangible property of the Demerged Undertaking 1 shall stand vested in the Resulting Company 1and shall become the property and an integral part of the Resulting Company 1,by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or Resulting Company 1.

f. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all letters of intent, contracts, deeds, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking 1 of the Demerged Company 1 to which it is a party or to the benefit of which it may be entitled, shall be in full force and effect against or in favour of the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or Resulting Company 1, and may be enforced as fully and effectually as if, instead of the Demerged Company 1, the Resulting Company 1 had been a party or beneficiary or obligee thereto.

g. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all permits, grants, allotments, recommendations, rights, entitlements, licenses and registrations including relating to trademarks, logos, patents and other intellectual property rights, approvals, clearances, tenancies, privileges, powers, offices, taxes, tax credits, tax refunds, tax holidays (relating to direct or indirect tax), entitlements (including, but not limited to, credits in respect of income tax, sales tax, value added tax, turnover tax, excise duty, service tax, security transaction tax, minimum alternate tax credit and duty entitlement credit certificates etc.), facilities of every kind and description of whatsoever nature, in relation to the Demerged Undertaking 1 to which the Demerged Company 1 is a party or to the benefit of which the Demerged Company 1 may be eligible, shall be enforceable by or against the Resulting Company 1, as fully and effectually as if, instead of the Demerged Company 1, the Resulting Company 1 had been a party or beneficiary or obligee thereto, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1.

h. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, any statutory licenses, no-objection certificates, permissions, registrations (including sales tax, service tax, excise, value added tax), approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the Demerged Undertaking 1 of the Demerged Company 1 or granted to the Demerged Company 1 in relation to the Demerged Undertaking 1 shall stand vested in or transferred to the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, and shall be appropriately transferred or assigned by the concerned statutory authorities in favour of the Resulting Company 1 upon demerger of the Demerged Undertaking 1 and vesting of the same with the Resulting Company 1 pursuant to Section I of this Scheme. The benefit of all statutory and regulatory permissions, environmental approvals and consents including statutory licenses, permissions or approvals or consents required to carry on the operations of the Demerged Undertaking 1 of the Demerged Company 1 shall vest in and become available to the Resulting Company 1upon Section I of this Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1.

i. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1 shall bear the burden and the benefits of any legal or other proceedings initiated by or against the Demerged Company 1 in respect of the Demerged Undertaking 1. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, if any suit, appeal or other proceeding of whatsoever nature by or against the Demerged Company 1, in respect of the Demerged Undertaking 1, be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the demerger of Demerged Undertaking 1 or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Resulting Company 1in the same

manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Demerged Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1undertakes to have such legal or other proceedings initiated by or against the Demerged Company 1 in respect of the Demerged Undertaking 1 transferred in its name and to have the same continued, prosecuted and enforced by or against the Resulting Company 1 to the exclusion of the Demerged Company 1. The Resulting Company 1 also undertakes to handle all legal or other proceedings which may be initiated against the Demerged Undertaking 1 of the Demerged Company 1 after the Effective Date in respect of the period up to the Effective Date, in its own name and account.

j. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all persons that were employed in the Demerged Undertaking 1 immediately before such date shall become employees of the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, with the benefit of continuity of service on the same terms and conditions as were applicable to such employees immediately prior to such demerger and without any break or interruption in service. It is clarified that such employees of the Demerged Company 1forming part of the Demerged Undertaking 1that become employees of the Resulting Company 1 by virtue of this Scheme, shall continue to be governed by the terms of employment as were applicable to them immediately before such demerger and shall not be entitled to be governed by employment policies, and shall not be entitled to avail of any benefits under any scheme or settlement or otherwise that are applicable and available to any other employees of the Resulting Company 1, unless and otherwise so stated by the Resulting Company 1 in writing in respect of all employees, class of employees or any particular employee. The Resulting Company 1 undertakes to continue to abide by any agreement/ settlement, if any, entered into by the Demerged Company 1 in respect of such employees forming part of the Demerged Undertaking 1 with their respective employees/ employee unions. With regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of the Demerged Company 1 forming part of the Demerged Undertaking 1, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1 shall stand substituted for the Demerged Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing provident fund benefits, gratuity benefits and superannuation benefits or any other special benefits or obligation, if any, created or used by the Demerged Company 1 (or an affiliate of the Demerged Company 1 on behalf of the Demerged Company 1) for its employees forming part of the Demerged Undertaking 1 and being transferred to the Resulting Company 1 pursuant to this Scheme shall be continued by the Resulting Company 1 for the benefit of such employees on the same terms and conditions. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Demerged Company 1 in relation to such schemes or funds forming part of the Demerged Undertaking 1shall become those of the Resulting Company 1. Further, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Demerged Undertaking 1by the Demerged Company 1 shall be continued/continue to operate against the relevant employee and shall be enforced by the Resulting Company 1, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1.

k. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all direct and indirect taxes, duties and cess (such as income tax, service tax, security transaction tax, value added tax, minimum alternate tax, advance tax, excise tax etc. or any other like payments made by the Demerged Company 1 to any statutory authorities) or other collections made by the Demerged Company 1 in relation to the Demerged Undertaking 1 and relating to the period after the Demerger Appointed Date 1 up to the Effective Date, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Resulting Company 1, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1. Further, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all deduction otherwise admissible to Demerged Company 1 pertaining to Demerged Undertaking 1 including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as under Section 43B, Section 40, Section 40A etc. of the IT Act) shall be eligible for deduction to the Resulting Company 1 upon fulfilment of the required conditions under the IT Act. Further, the Resulting Company 1 shall be entitled to claim credit for taxes deducted at source/ paid against its tax/ duty liabilities/ minimum alternate tax, advance tax, service tax, value added tax liability etc., notwithstanding the certificates/ challans or other documents for payment of such taxes/duties, as the case may be, being in the name of the Demerged Company 1.

l. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all taxes payable by the Demerged Company 1 in relation to the Demerged Undertaking 1 including all or any refunds of claims shall be treated as the tax liability or refunds/claims as the case may be, of the Resulting Company 1, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, and the Resulting Company 1 shall be entitled to file/revise its statutory returns and related tax payment certificates and to claim refunds and advance tax credits as may be required consequent to the implementation of the Scheme; and all tax compliances under applicable laws by the Demerged Company 1 shall be deemed to have been undertaken by the Resulting Company 1.

m. The Resulting Company 1 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, including any forms or depository instructions, with any party to any contract or arrangement in relation to the Demerged Undertaking 1to which the Demerged Company 1 is a party, in order to give formal effect to the above provisions. The Resulting Company 1shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writing on behalf of the Demerged Company 1 and to carry out or perform all such formalities or compliances referred to above on behalf of the Demerged Company 1.

n. With effect from the Demerger Appointed Date 1 and upto and including the Effective Date:

(i) the Demerged Company 1 shall carry on and be deemed to have been carrying on all the business and activities of the Demerged Undertaking 1 for and on behalf of and in trust for the Resulting Company 1.

(ii) All profits / losses accruing to the Demerged Company 1 in relation to the Demerged Undertaking 1 and all taxes thereon arising or incurred by it, in relation to the Demerged Undertaking 1 shall, for all purposes, be treated as the profits, losses or taxes as the case may be, of the Resulting Company 1.

(iii) All accretions and depletions in relation to the Demerged Undertaking 1 shall be for and on account of the Resulting Company 1.

PART C

4. CONSIDERATION

4.1 Upon Section I of the Scheme coming into effect on the Effective Date and upon the demerger of the Demerged Undertaking 1 and vesting of the same with the Resulting Company 1, the board of directors of the Demerged Company 1, in consultation with the board of directors of the Resulting Company 1, shall determine a record date, being a date on or subsequent to the Effective Date ("**Demerger1Record Date**") for the allotment of fully paid-up equity shares of face value of Rs. 2(Rupees Two only) each of the Resulting Company 1 to the equity shareholders of the Demerged Company 1 as on the Demerger 1Record Date.

4.2 The entitlement ratio stated in Clauses 4.3 and 4.6of Part C of Section I of this Scheme has been determined by the respective boards of directors of the Demerged Company 1 and the Resulting Company 1 or committees thereof based on their independent judgment after taking into consideration the valuation report provided by Khandelia & Sharma, chartered accountants and the fairness opinion provided by merchant banker, SPA Capital Advisors Limited.

4.3 The respective boards of directors of the Demerged Company 1 and the Resulting Company 1 or committees thereof have determined the share entitlement ratio such that for every 622 (six hundred and twenty two) equity shares of face value of Rs. 2(Rupees Two only) each held in the Demerged Company 1 as on the Demerger 1 Record Date, the equity shareholders of the Demerged Company 1 shall be issued 50 (fifty) equity share of face value of Rs. 2(Rupees Two only) each credited as fully paid-up in the Resulting Company 1. Accordingly, a total of 2,44,79,954 (two crores forty four lakhs seventy nine thousand nine hundred and fifty four) new equity shares of face value of Rs. 2(Rupees Two only) each will be issued by the Resulting Company 1 (assuming that the Demerged Company 1 CCDs have not been converted prior to the Demerger 1 Record Date). In the event, the Demerged Company 1 CCDs are converted into equity shares of the Resulting Company 1 prior to the Demerged 1 Record Date the total number of equity shares to be issued by the Resulting Company 1 shall increase to upto 2,57,03,706 (two crores fifty seven lakhs three thousand seven hundred and six) equity shares of face value Rs. 2 (Rupees Two only) each depending upon the number of Demerged Company 1 CCDs actually converted prior to the Demerger 1 Record Date. The Resulting Company1 shall, without any further act, instrument or deed, issue and allot to every equity shareholder of the Demerged Company 1 as on the Demerger 1 Record Date, the requisite number of equity shares in the Resulting Company 1. The said equity shares in the Resulting Company1 to be issued to the equity shareholders of the Demerged Company 1 pursuant to this Clause shall rank *pari passu* in all respects with the existing equity shares of the Resulting Company.

4.4 It is hereby clarified that no equity shares shall be issued by the Resulting Company 1 to any equity shareholder of the Demerged Company 1in respect of fractional entitlements, if any, as on the Demerger 1Record Date, of such equity shareholder at the time of issue and allotment of such equity shares by the Resulting Company 1. The board of directors of the Resulting Company 1 shall instead consolidate all such fractional entitlements, (ignoring any fraction remaining after such consolidation), and thereupon shall issue and allot equity shares in lieu thereof to a director or officer of the Resulting Company 1 or such other person as the board of directors of the Resulting Company 1 shall appoint in this behalf ("**Trustee 1**") who shall hold such equity shares in trust for all such equity shareholders of the Demerged Company 1 who are entitled to such fractional balances, with the express understanding that such Trustee 1, shall be bound by the express understanding to cause the sale of such shares at such time(s), at such price(s) and to such person(s) as the directors or officers of Resulting Company 1 or Trustee 1 may deem fit and the net sale proceeds thereof, deposited with the Resulting Company 1 (i.e., after deduction therefrom of expenses incurred in connection with the sale), shall be

distributed by the Resulting Company 1 to the relevant equity shareholders in proportion to their respective fractional entitlements.

4.5 As stated in Clause 2.1 of Section I of the Scheme, allotment of 3,250 (three thousand two hundred and fifty) equity shares of face value of Rs. 2 (Rupees Two only) each has been kept in abeyance by the Demerged Company 1 pursuant to court orders. Accordingly, the equity shares to be issued by the Resulting Company 1 in relation to 3,250 (three thousand two hundred and fifty) equity shares kept in abeyance by the Demerged Company 1, in accordance with the entitlement ratio stated in Clause 4.3 of Part C of Section I of this Scheme, shall also be kept in abeyance by the Resulting Company 1 and shall be allotted in accordance with the directions of the court.

4.6 Upon Section I of the Scheme coming into effect on the Effective Date and upon the demerger of the Demerged Undertaking 1 and vesting of the same with the Resulting Company 1, if there are any outstanding Demerged Company 1 CCDs in the Demerged Company 1 as on the Demerger 1Record Date, the Resulting Company 1 shall, without any further act, instrument or deed, issue and allot to each Demerged Company 1 CCD Holder as on the Demerger 1 Record Date, 50 (fifty) zero coupon compulsorily convertible debentures having face value of Rs. 81.10 (Rupees Eighty One and Ten Paise only) each as fully paid up for every 622 (six hundred and twenty two) Demerged Company 1 CCDs held by such Demerged Company CCD Holder, on the same terms and conditions as are applicable to the Demerged Company 1 CCDs.

4.7 On the approval of Section I of the Scheme by the members of the Resulting Company 1 pursuant to Section 391-394 of the 1956 Act and/or the relevant provisions of the Act, if applicable, it shall be deemed that the said members have also accorded their consent under Sections 42 and 62(1)(c) and 71 of the 2013 Act and/or any other applicable provisions of the Act and rules and regulations framed thereunder as may be applicable for the aforesaid issuance of equity shares/ compulsorily convertible debentures of the Resulting Company 1 to the equity shareholders of the Demerged Company 1/ Demerged Company 1 CCD Holders (as the case may be), and no further resolution or actions shall be required to be undertaken by the Resulting Company 1 under Sections 42 or 62(1)(c) or 71 of the 2013 Act or any other applicable provisions of the Act and rules and regulations framed thereunder, including, *inter alia*, issue of a letter of offer.

4.8 In terms of Clauses 4.1 and 4.3 of Part C of Section I of this Scheme, upon Section I of this Scheme coming into effect on the Effective Date and upon demerger of the Demerged Undertaking 1 and vesting of the same with the Resulting Company 1, the Resulting Company 1 shall issue and allot fully paid-up equity shares of the Resulting Company 1 to the equity shareholders of the Demerged Company 1, as on the Demerger 1Record Date. The authorised equity share capital of the Resulting Company 1 is required to be adequately enhanced to accommodate the increase in the paid-up equity share capital of the Resulting Company 1 on account of issuance and allotment of fully paid-up equity shares of the Resulting Company 1 to the equity shareholders of the Demerged Company 1, as on the Demerger 1 Record Date. Further, the Resulting Company 1 shall also be required to issue and allot equity shares to the Demerged Company 1 CCD Holders upon conversion of the Demerged Company 1 CCDs in accordance with the terms and conditions as are applicable to the Demerged Company 1 CCDs. The authorised equity share capital of the Resulting Company 1 is therefore, also required to be adequately enhanced to accommodate the increase in the paid-up equity share capital of the Resulting Company 1 on account of issuance and allotment of equity shares to the Demerged Company 1 CCD Holders upon conversion of the Demerged Company 1 CCDs in accordance with the terms and conditions as are applicable to the Demerged Company 1 CCDs. Therefore, as an integral part of the Scheme and upon the effectiveness of Section I of the Scheme, an amount of Rs. 15,00,00,000 (Rupees Fifteen Crores only) shall stand transferred from the authorized equity share capital of the Demerged Company 1 to the authorized equity share capital of the Resulting Company 1 and upon transfer of the amount of Rs. 15,00,00,000 (Rupees Fifteen Crores only) from the authorized equity share capital of the Demerged Company 1 to the authorized equity share capital of the Resulting Company 1, the authorized share capital of the Resulting Company 1 as set out in Clause 2.3 of Section I of the Scheme herein above shall stand enhanced to Rs. 15,05,00,000 (Rupees Fifteen Crores and Five Lakhs only) divided into 7,52,50,000 (seven crores fifty two lakhs and fifty thousand) equity shares of face value of Rs. 2 (Rupees Two only) each, without any further act, instrument or deed by the Resulting Company 1 and without any liability for payment of any additional fees or stamp duty in respect of such increase as the stamp duty and fees has already been paid by Demerged Company 1 on such authorized equity share capital, the benefit of which stands vested in the Resulting Company 1 pursuant to the Scheme becoming effective on the Effective Date. Subsequent to enhancement of the authorized equity share capital of the Resulting Company 1 as contemplated herein, the authorized share capital clause of the Memorandum of Association (Clause V) of the Resulting Company 1 shall stand modified and read as follows:

"*The Authorised Share Capital of the Company is Rs. 15,05,00,000 (Rupees Fifteen Crores and Five Lakh*s only) divided *into 7,52,50,000 (seven crores fifty two lakhs and fifty thousand) equity shares of Rs. 2 (Rupees Two only) each.*"

4.9 It is hereby clarified that for the purposes of Clause 4.8of Section I of the Scheme, the consent of the shareholders of the Resulting Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment and increase in the authorised share capital of the Resulting Company 1, and no further resolutions or actions under Sections 13 and/or 61 of the 2013 Act and/ or any other applicable provisions of the Act would be required to be separately passed or taken. However, the Resulting Company 1 shall make the requisite filings with the RoC for the increase in its authorised share capital in the manner set out in Clause 4.8 of Section I of the Scheme.

5. REDUCTION OF THE CAPITAL REDEMPTION RESERVE, CAPITAL RESERVE AND THE SECURITIES PREMIUM ACCOUNT OF THE DEMERGED COMPANY 1 AND REDUCTION IN THE ISSUED AND PAID UP EQUITY SHARE CAPITAL

AND SECURITIES PREMIUM ACCOUNT OF THE RESULTING COMPANY 1

5.1. Upon Section I of the Scheme coming into effect on the Effective Date, the difference between the amount of assets, liabilities and accumulated accounting losses (if any), pertaining to the Demerged Undertaking 1 being transferred by the Demerged Company 1 pursuant to Section I of the Scheme, and the amount of investment held by the Demerged Company 1 in the Resulting Company 1 and cancelled by Demerged Company 1, shall be first adjusted against the capital redemption reserve of the Demerged Company 1 and then against the capital reserve of the Demerged Company 1and the balance, if any, shall be adjusted against the securities premium account of the Demerged Company 1 and to the extent of such adjustment, the capital redemption reserve, the capital reserve and the securities premium account of the Demerged Company 1 shall stand reduced without any further act or deed on the part of the Demerged Company 1. The reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 and 55(2)of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Demerged Company 1 and without any approval or acknowledgement of any third party. The reduction in the capital reserve of the Demerged Company 1 shall be effected as an integral part of the Scheme in accordance with the applicable provisions of Act without any further act or deed on the part of the Demerged Company 1 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 and 55(2)of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such the reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1. It is hereby clarified that the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, as the case may be) would not be applicable to the reduction in the capital reserve of the Demerged Company 1. The aforesaid reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1 would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1, the Demerged Company 1 shall not be required to add "And Reduced" as suffix to its name.

5.2. It is expressly clarified that for the purposes of Clause 5 of Section I of the Scheme, the consent of the shareholders of the Demerged Company 1 to the Scheme and the consent of the secured and unsecured creditors of the Demerged Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1 and no further resolution and/or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.

5.3. The reduction of the capital redemption reserve and the securities premium account of the Demerged Company 1 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Demerged Company 1 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the capital redemption reserve and the securities premium account of the Demerged Company 1 as altered by the order and the amount of reduction in capital redemption reserve and the securities premium account of the Demerged Company 1.

5.4. The reduction of the capital redemption reserve and the securities premium account of the Demerged Company 1 shall become effective as set out in Clause 5.3 of Section I of the Scheme and shall be conditional upon Section I of the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date 1. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the capital redemption reserve, capital reserve and the securities premium account of the Demerged Company 1, as set out in this Clause 5 of Section I of the Scheme shall not become effective and shall be deemed to be redundant.

5.5. Upon Section I of the Scheme coming into effect on the Effective Date and immediately after issuance of the equity shares of the Resulting Company 1 to the equity shareholders of the Demerged Company 1, 2,50,000 (two lakhs and fifty thousand) equity shares of the Resulting Company 1 having face value of Rs. 2 (Rupees Two only) each held by the Demerged Company 1 comprising 100% (One Hundred per cent) of the total issued and paid-up equity share capital of the Resulting Company 1 as on the Effective Date shall stand cancelled without any further act or deed on the part of the Resulting Company 1. The reduction in the issued and paid-up equity share capital of the Resulting Company 1 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Resulting Company 1 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under

Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such reduction. The aforesaid reduction would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the issued and paid-up equity share capital of the Resulting Company 1, the Resulting Company 1 shall not be required to add "And Reduced" as suffix to its name.

5.6. It is expressly clarified that for the purposes of this Clause 5 of Section I of the Scheme, the consent of the shareholders and the secured and unsecured creditors of the Resulting Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above reorganization in the issued and paid-up equity share capital of the Resulting Company 1 resulting in a reduction in the equity share capital of the Resulting Company 1, and no further resolution and/or action under Section 100 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/or any other applicable provisions of the Act would be required to be separately passed or taken.

5.7. The reduction of the issued and paid-up equity share capital of the Resulting Company 1 as contemplated in this Clause 5 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(5) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder, pursuant to the filing of the order of the Court sanctioning the aforesaid capital reduction by the Resulting Company 1 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, if any, showing, with respect to the issued and paid-up equity share capital of the Resulting Company 1 as altered by the order, (a) the amount of issued and paid-up equity share capital; (b) the number of shares into which it is to be divided; (c) the amount of each share; and (d) the amount, if any, deemed to be paid-up on each share at the date of registration of the aforesaid minute and order by the RoC. Such reduction in the issued and paid-up equity share capital of the Resulting Company 1 as contemplated in this Clause 5 of Section I of the Scheme shall be conditional upon Section I of this Scheme becoming effective on the Effective Date. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reduction of issued and paid-up equity share capital as set out in this Clause 5 of Section I of the Scheme shall not become effective and shall be deemed to be redundant.

5.8. Upon Section I of the Scheme coming into effect on the Effective Date and after giving effect to Clauses 6.1(c) and (e) of Section I of the Scheme, the accumulated accounting losses (if any) relating to the Demerged Undertaking 1 that have been transferred to the Resulting Company 1 pursuant to Section I of the Scheme, shall be adjusted against the securities premium account of the Resulting Company 1 and to the extent of such adjustment, the securities premium account of the Resulting Company 1 shall stand reduced without any further act or deed on the part of the Resulting Company 1. The reduction in the securities premium account of the Resulting Company 1 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Resulting Company 1 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such the reduction in the securities premium account of the Resulting Company 1. The aforesaid reduction in the securities premium account of the Resulting Company 1 would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the securities premium account of the Resulting Company 1, the Resulting Company 1 shall not be required to add "And Reduced" as suffix to its name.

5.9. It is expressly clarified that for the purposes of Clause 5 of Section I of the Scheme, the consent of the shareholders of the Resulting Company 1 to the Scheme and the consent of the secured and unsecured creditors of the Resulting Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the securities premium account of the Resulting Company 1 and no further resolution and/ or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.

5.10. The reduction of the securities premium account of the Resulting Company 1 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Resulting Company 1 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the securities premium account of the Resulting Company 1 as altered by the order and the amount of reduction in the securities premium account of the Resulting Company 1.

5.11. The reduction of the securities premium account of the Resulting Company 1 shall become effective as set out in Clause 5.10of Section I of the Scheme and shall be conditional upon Section I of the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date 1 and shall take place after giving effect to Clauses 6.1(c) and (e) of Section I of the

Scheme. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the securities premium account of the Resulting Company 1 as set out in this Clause 5 of Section I of the Scheme shall not become effective and shall be deemed to be redundant.

PART D

6. ACCOUNTING TREATMENT

6.1. Treatment in the books of Resulting Company 1

Pursuant to Section I of the Scheme coming into effect on the Effective Date with effect from the Demerger Appointed Date 1, the Resulting Company 1 shall account for the demerger and vesting of the Demerged Undertaking 1 with the Resulting Company 1 in its books of accounts in accordance with the Indian Generally Accepted Accounting Principles followed by the Resulting Company 1 on the Effective Date, in the following manner:

(a) The assets, liabilities and accumulated accounting losses (if any) transferred to and vested in the Resulting Company 1 pursuant to this Section I of the Scheme, shall be recorded in the books of account of the Resulting Company 1 at the book values of the respective assets and liabilities and accumulated accounting losses (if any) as recorded in the books of account of the Demerged Company 1 as on the Demerger Appointed Date 1.

(b) The Resulting Company 1 shall credit its issued and paid-up equity share capital account with the aggregate face value of the equity shares issued to the shareholders of Demerged Company 1 pursuant to Clause 4 of Part C of Section I of this Scheme.

(c) The amount of difference in the net asset value (asset minus liabilities), and the accumulated accounting losses (if any), relating to of the Demerged Undertaking 1 transferred to the Resulting Company 1 pursuant to Section I of this Scheme and the amount of the equity share capital issued by the Resulting Company 1 pursuant to Clause 4 of Section I of the Scheme, shall also be credited to the securities premium account of the Resulting Company 1.

(d) Accumulated accounting losses, if any, relating to the Demerged Undertaking 1 transferred to Resulting Company 1 pursuant to Section I of the Scheme shall be adjusted, after giving effect to Clauses 6.1 (c) and (e) of Section I of the Scheme, in the manner as set out in Clauses 5.8 to 5.11 of Section I of the Scheme.

(e) Upon cancellation of the shares of the Resulting Company 1 held by the Demerged Company 1 in accordance with Clauses 5.5 to 5.7 of Section I of this Scheme, the amount of the issued and paid-up equity share capital of the Resulting Company 1 so reduced shall be credited to the securities premium account of the Resulting Company 1.

(f) Any matter not dealt with in this Clause 6.1 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Resulting Company 1 on the Effective Date.

6.2. Treatment in the books of the Demerged Company 1

Pursuant to Section I of the Scheme coming into effect on the Effective Date with effect from the Demerger Appointed Date 1, the Demerged Company 1 shall account for the demerger and vesting of the Demerged Undertaking 1 with the Resulting Company 1 in its books of accounts in accordance with Indian Generally Accepted Accounting Principles followed by the Demerged Company 1 on the Effective Date, in the following manner:

(a) The respective book values of the assets, liabilities and accumulated accounting losses (if any) of the Demerged Undertaking 1 shall be reduced in the books of accounts of the Demerged Company 1 in compliance with the applicable accounting standards.

(b) The difference between the amount of assets, liabilities and accumulated accounting losses (if any) pertaining to the Demerged Undertaking 1 transferred pursuant to Section I of the Scheme shall be adjusted in the manner set out in Clauses 5.1 to 5.4 of Section I of this Scheme.

(c) The amount of investments held by Demerged Company 1 in the Resulting Company 1 shall be written off in the manner set out in Clauses 5.1 to 5.4 of Section I of the Scheme.

(d) Any matter not dealt with in this Clause 6.2 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Demerged Company 1 on the Effective Date.

PART E

7. LISTING OF THE RESULTING COMPANY 1

7.1 The Resulting Company 1 shall, subject to compliance with applicable laws, rules, circulars and notifications, including, *inter alia*, the applicable provisions of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013, as modified by SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013, as amended from time to time, make an application for listing and trading of its equity shares on the Stock Exchanges.

7.2 The Stock Exchanges, shall list the equity shares of the Resulting Company 1, in accordance with applicable laws, rules, circulars and notifications, including, *inter alia*, the applicable provisions of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013, as modified by SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013 as amended from time to time.

7.3 New equity shares allotted to the shareholders of the Demerged Company 1 in the Resulting Company 1 pursuant to Section I of the Scheme shall remain frozen in the depositories system until listing/ trading permission for the equity shares of the Resulting Company 1 is granted by the Stock Exchanges. Between the Demerger 1 Record Date and the date of listing of the equity shares of the Resulting Company 1 with the Stock Exchanges, there shall be no change in the shareholding pattern or control of the Resulting Company 1 other than as contemplated in this Scheme.

7.4 The equity shares of the Resulting Company 1, issued in lieu of the locked-in equity shares of the Demerged Company 1, shall be subject to lock-in for the remainder of the lock-in period as applicable under applicable laws.

SECTION II

AMALGAMATION OF THE TRANSFEROR COMPANY (AS DEFINED HEREINAFTER) WITH THE TRANSFEREE COMPANY (AS DEFINED HEREINAFTER).

PART A

WHEREAS:

A. **JITF Shipyards Limited** (hereinafter referred to as the "**Transferor Company**"), is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh - 281403. The Transferor Company is a wholly owned subsidiary of Demerged Company 1. The description of the Transferor Company is more particularly set out in **Schedule 1** hereto.

B. **JITF Waterways Limited** (hereinafter referred to as the "**Transferee Company**"), is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh- 281403. The Transferee Company has diverse business interests in the ocean waterways and inland waterways transportation businesses and is a wholly owned subsidiary of the Transferor Company.

C. In terms of Section II of this Scheme, it is now proposed, *inter alia*, to amalgamate the Transferor Company with the Transferee Company, on the Amalgamation Appointed Date (*as defined hereinafter*), reduce the capital reserve (if required) and the securities premium account (if required) of the Transferee Company, dissolution without winding up of the Transferor Company and change the name of the Transferee Company, pursuant to and under Sections 391 to 394 read with Sections 100- 103 of the 1956 Act and other relevant provisions of the Act, in the manner provided for in Section II of the Scheme.

D. The amalgamation of the Transferor Company with the Transferee Company pursuant to and in accordance with this Scheme shall be in accordance with Section 2(1B) of the IT Act.

1.DEFINITIONS

For the purposes of Section II of this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings mentioned herein below:

(a) **"Amalgamation Appointed Date"** means the opening of business hours on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Transferor Company and the Transferee Company, being the time and date with effect from which Section II of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of the Scheme.

(b) **"Amalgamation Record Date"** shall have the meaning ascribed to it in Clause 4.1 of Section II of the Scheme.

(c) **"Transferor Company"** shall have the meaning ascribed to it in Recital A of Section II hereto and shall include but not be limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Transferor Company, including without limitation, the fixed assets listed in of **Schedule 1** hereto;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Transferor Company;

(iii) all debts, borrowings and liabilities (including the Transferor Company CCDs, if any), whether present or future, whether secured or unsecured availed by the Transferor Company;

(iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax, tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Transferor Company;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Transferor Company;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Transferor Company;

(vii) all employees of the Transferor Company;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Transferor Company;

(ix) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Transferor Company; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Transferor Company.

(d) **"Transferor Company CCDs"** shall mean any outstanding compulsorily convertible debentures issued by the Transferor Company having coupon rate of 9.25% (nine point two five percent) and having face value of Rs. 10,00,00,000 (Rupees Ten Crores only) each.

(e) **"Transferor Company CCD Holders"** shall mean the holders of the Transferor Company CCDs.

(f) **"Transferee Company"** shall have the meaning ascribed to it in Recital B of Section II hereto.

(g) **"Trustee 2"** shall have the meaning ascribed to it in Clause 4.4 of Section II hereto.

The expressions, which are used in this Section II of the Scheme and not defined in Section II shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under Section I, Section III and Section IV of the Scheme or in the absence thereof, the Act, the IT Act, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, guidelines, circulars, as the case may be, including any statutory modification or re-enactment thereof, from time to time.

2. SHARE CAPITAL

2.1. The share capital of the Transferee Company, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
Authorized Capital **Equity** 210,000,000 Equity Shares of Rs.10 each	2,100,000,000
Total	2,100,000,000
Issued, Subscribed and Paid-up Capital 20,44,79,356 Equity Shares of Rs.10 each	2,044,793,560
Total	**2,044,793,560**

2.2. Subsequent to the above date and till the date of the Scheme being approved by the board of directors of the Transferee Company, there has been no change in the issued, subscribed or paid up capital of the Transferee Company.

2.3. The share capital of the Transferor Company, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
Authorized Capital **Equity** 80,000,000 Equity Shares of Rs.10 each	800,000,000
Total	**800,000,000**
Issued, Subscribed and Paid-up Capital 5,630,000 Equity Shares of Rs.10 each	56,300,000
Total	**56,300,000**

Additionally, 20 (twenty) Transferor Company CCDs having face value of Rs. 10,00,00,000 (Rupees Ten Crores only) each, were issued and allotted by the Transferor Company on October 20, 2015 which are due for conversion into equity shares of the Transferor Company at a mutually agreed conversion price and/ or the fair value of the shares as determined by a reputed merchant banker, by April 12, 2016.

2.4. Subsequent to the above date and till the date of the Scheme being approved by the board of directors of the Transferor Company, there has been no change in the issued, subscribed or paid up capital of the Transferor Company except for the increase in issued, subscribed and paid up share capital of the Transferor Company from Rs. 56,30,000 (Rupees Fifty Six Lakhs and Thirty Thousand only) to Rs. 75,76,86,530 (Rupees Seventy Five Crores Seventy Six Lakhs Eighty Six Thousand Five Hundred and Thirty only) by allotment of equity shares of 7,57,68,653 (seven crores fifty seven lakhs sixty eight thousand six hundred and fifty three only) of Rs. 10 (Rupees Ten only) each, on October 21, 2015.

PART B

3. AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

3.1 Subject to the provisions of Section II of the Scheme in relation to the modalities of amalgamation, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferor Company, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall amalgamate with the Transferee Company, and shall become the property of and an integral part of the Transferee Company subject to the existing charges and encumbrances, if any, created by the Transferor Company in favour of its lenders or the lenders of its subsidiaries or group companies, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Transferor Company or the Transferee Company. Without prejudice to the generality of the above, in particular, the Transferor Company shall stand amalgamated with the Transferee Company, in the manner described in sub-paragraphs (a) – (n) below:

a. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all immovable property (including land, buildings and any other immovable property) of the Transferor Company, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed done by the Transferor Company or the Transferee Company. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfill all obligations, in relation to or applicable to such immovable properties. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the title to the immovable properties of the Transferor Company shall be deemed to have been mutated and recognised as that of the Transferee Company and the mere filing thereof with the appropriate Registrar or Sub-Registrar of Assurances or with the relevant Government agencies shall suffice as record of continuing titles with the Transferee Company pursuant to the Section II of the Scheme becoming effective and shall constitute a deemed mutation and substitution thereof. The Transferee Company shall in pursuance of the vesting order of the Court be entitled to the delivery and possession of all documents of title to such immovable property in this regard.

b. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all the assets of the Transferor Company as are movable in nature and/ or are capable of transfer by endorsement and

delivery, shall stand vested in Transferee Company, and shall become the property and an integral part of Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical delivery or by endorsement and delivery, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly.

c. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, any and all other movable property (except those specified elsewhere in this Clause) including all sundry debts and receivables, outstanding loans and advances, if any, relating to the Transferor Company, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with government, semi-government, local and other authorities and bodies, customers and other persons shall, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company become the property of the Transferee Company. Where any of the outstanding receivables attributed to the Transferor Company have been received by the Transferor Company after the Amalgamation Appointed Date, the same shall be deemed to have been received by the Transferor Company for and on behalf of the Transferee Company.

d. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all debts, borrowings, liabilities (including the Transferor Company CCDs, if any), contingent liabilities, duties and obligations, secured or unsecured, relating to the Transferor Company, whether provided for or not in the books of accounts of the Transferor Company or disclosed in the balance sheet of such Transferor Company, shall become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company undertakes to meet, discharge and satisfy the same to the exclusion of the Transferor Company. 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. However, if any lender of the Transferor Company requires satisfaction of the charge over the Transferor Company's properties and recordal of a new charge with the Transferee Company, the Transferee Company shall for good order and for statistical purposes, file appropriate forms with the RoC as accompanied by the sanction order or a certified copy thereof and any deed of modification or novation executed by the Transferee Company. Where any of the loans, liabilities and obligations attributed to the Transferor Company have been discharged by the Transferor Company after the Amalgamation Appointed Date but before the Effective Date, such discharge shall be deemed to have been done by the Transferor Company for and on behalf of the Transferee Company.

e. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all incorporeal or intangible property of the Transferor Company shall stand vested in the Transferee Companyand shall become the property and an integral part of the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or Transferee Company.

f. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all letters of intent, contracts, deeds, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Company to which it is a party or to the benefit of which it may be entitled, shall be in full force and effect against or in favour of the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

g. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all permits, grants, allotments, recommendations, rights, entitlements, licenses and registrations including relating to trademarks, logos, patents and other intellectual property rights, approvals, clearances, tenancies, privileges, powers, offices, taxes, tax credits, tax refunds, tax holidays (relating to direct or indirect tax), entitlements (including, but not limited to, credits in respect of income tax, sales tax, value added tax, turnover tax, excise duty, service tax, security transaction tax, minimum alternate tax credit and duty entitlement credit certificates etc.), facilities of every kind and description of whatsoever nature, in relation to the Transferor Company to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, shall be enforceable by or against the Transferee Company, as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transfer or Company or the Transferee Company.

h. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, any statutory licenses, no-objection certificates, permissions, registrations (including sales tax, service tax, excise, value added tax), approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the

Transferor Company or granted to the Transferor Company shall stand vested in or transferred to the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, and shall be appropriately transferred or assigned by the concerned statutory authorities in favour of Transferee Company upon amalgamation of the Transferor Company with the Transferee Company pursuant to Section II of this Scheme. The benefit of all statutory and regulatory permissions, environmental approvals and consents including statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company upon Section II of this Scheme, coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company.

i. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company shall bear the burden and the benefits of any legal or other proceedings initiated by or against the Transferor Company. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, if any suit, appeal or other proceeding of whatsoever nature by or against the Transferor Company, be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the amalgamation of Transferor Company or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, as if this Scheme had not been made. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company undertakes to have such legal or other proceedings initiated by or against the Transferor Company transferred in its name and to have the same continued, prosecuted and enforced by or against the Transferee Company. The Transferee Company also undertakes to handle all legal or other proceedings which may be initiated against the Transferor Company after the Effective Date in respect of the period up to the Effective Date, in its own name and account and further undertakes to pay all amounts including interest, penalties, damages, etc. which the Transferor Company may be called upon to pay or secure in respect of any liability or obligation relating to the Transferor Company for the period up to the Effective Date.

j. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all persons that were employed in the Transferor Company immediately before such date shall become employees of the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, with the benefit of continuity of service on the same terms and conditions as were applicable to such employees immediately prior to such amalgamation and without any break or interruption in service. It is clarified that such employees of the Transferor Company that become employees of the Transferee Company by virtue of this Scheme, shall continue to be governed by the terms of employment as were applicable to them immediately before such amalgamation and shall not be entitled to be governed by employment policies, and shall not be entitled to avail of any benefits under any scheme or settlement or otherwise that are applicable and available to any other employees of the Transferee Company, unless and otherwise so stated by the Transferee Company in writing in respect of all employees, class of employees or any particular employee. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into by the Transferor Company in respect of such employees with their respective employees / employee unions. With regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of the Transferor Company, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company shall stand substituted for the Transferor Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing provident fund benefits, gratuity benefits and superannuation benefits or any other special benefits or obligation, if any, created or used by the Transferor Company (or an affiliate of the Transferor Company on behalf of the Transferor Company) for its employees being transferred to the Transferee Company pursuant to this Scheme shall be continued by the Transferee Company for the benefit of such employees on the same terms and conditions. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such schemes or funds shall become those of the Transferee Company. Further, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee by the Transferor Company shall be continued/continue to operate against the relevant employee and shall be enforced by the Transferee Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company.

k. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all direct and indirect taxes, duties and cess (such as income tax, service tax, security transaction tax, value added tax, minimum alternate tax, advance tax, excise tax etc. or any other like payments made by the Transferor Company to any statutory authorities), or other collections made by the Transferor Company and relating to the period after the Amalgamation Appointed Date up to the Effective Date, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Transferee Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company. Further, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all deduction otherwise admissible to Transferor Company including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as under Section 43B, Section 40, Section 40A etc. of the IT Act) shall be eligible for deduction to the Transferee Company upon fulfilment of the required conditions under the IT Act. Further, the Transferee Company shall be entitled to claim credit for taxes deducted at source/ paid against its tax/ duty liabilities/ minimum alternate tax, advance tax, service tax, value added tax liability etc., notwithstanding the certificates/ challans or other documents for payment of such taxes/duties, as the case may be, being in the name of the Transferor Company.

l. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all taxes payable by the Transferor Company including all or any refunds of claims shall be treated as the tax liability or refunds/claims as the case may be, of the Transferee Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company, and the Transferee Company shall be entitled to file/revise its statutory returns and related tax payment certificates and to claim refunds and advance tax credits as may be required consequent to the implementation of the Scheme, and all tax compliances under applicable laws by the Transferor Company shall be deemed to have been undertaken by the Transferee Company.

m. The Transferee 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 other writings or arrangements including any forms or depository instructions, with any party to any contract or arrangement in relation to the Transferor Company to which the Transferor Company is a party, in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writing on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on behalf of the Transferor Company.

n. With effect from the Amalgamation Appointed Date and upto and including the Effective Date:

(i) the Transferor Company shall carry on and be deemed to have been carrying on all the business and activities of the Transferor Company for and on behalf of and in trust for the Transferee Company.

(ii) All profits / losses accruing to the Transferor Company and all taxes thereon arising or incurred by it, shall, for all purposes, be treated as the profits, losses or taxes as the case may be, of the Transferee Company.

(iii) All accretions and depletions in relation to the Transferor Company shall be for and on account of the Transferee Company.

PART C

4. CONSIDERATION

4.1 Upon Section II of the Scheme coming into effect on the Effective Date and upon the amalgamation of the Transferor Company with the Transferee Company, the board of directors of the Transferor Company, in consultation with the board of directors of the Transferee Company, shall determine a record date, being a date on or subsequent to the Effective Date ("**Amalgamation Record Date**") for the allotment of fully paid-up equity shares of face value of Rs. 10 (Rupees Ten only) each of the Transferee Company to the equity shareholders of the Transferor Company as on the Amalgamation Record Date.

4.2 The entitlement ratio stated in Clause 4.3 and Clause 4.5 of Part C of Section II of this Scheme has been determined by the respective boards of directors of the Transferor Company and the Transferee Company or committees thereof based on their independent judgment after taking into consideration the valuation report provided by Khandelia & Sharma, chartered accountants and the fairness opinion provided by merchant banker, SPA Capital Advisors Limited.

4.3 The respective boards of directors of the Transferor Company and the Transferee Company or committees thereof have determined the share entitlement ratio such that for every 10(ten) equity shares of face value of Rs. 10(Rupees Ten only) each held in the Transferor Company as on the Amalgamation Record Date, the equity shareholders of the Transferor Company shall be issued 26.987 (twenty six point nine eight seven) equity shares of face value of Rs. 10(Rupees Ten only) each credited as fully paid-up in the Transferee Company so that the number of equity shares issued by the Transferee Company to the shareholders of the Transferor Company is the same as the number of equity shares held by the Transferor Company in the Transferee Company prior to the amalgamation pursuant to this Section II. Accordingly, a total of 20,44,79,356 (twenty crores forty four lakhs seventy nine thousand three hundred and fifty six) new equity shares of face value of Rs. 10(Rupees Ten only) each will be issued by the Transferee Company. The Transferee Company shall, without any further act, instrument or deed, issue and allot to every equity shareholder of the Transferor Company as on the Amalgamation Record Date, the requisite number of equity shares in the Transferee Company. The said equity shares in the Transferee Company to be issued to the equity shareholders of the Transferor Company pursuant to this Clause shall rank *pari passu* in all respects with the existing equity shares of the Transferee Company.

4.4 It is hereby clarified that no equity shares shall be issued

by the Transferee Company to any equity shareholder of the Transferor Company in respect of fractional entitlements, if any, as on the Amalgamation Record Date, of such equity shareholder at the time of issue and allotment of such equity shares by the Transferee Company. The board of directors of the Transferee Company shall instead consolidate all such fractional entitlements, (ignoring any fraction remaining after such consolidation), and thereupon shall issue and allot equity shares in lieu thereof to a director or officer of the Transferee Company or such other person as the board of directors of the Transferee Company shall appoint in this behalf ("**Trustee 2**") who shall hold such equity shares in trust for all such equity shareholders of the Transferor Company who are entitled to such fractional balances, with the express understanding that such Trustee 2, shall be bound by the express understanding to cause the sale of such shares at such time(s), at such price(s) and to such person(s) as the directors or officers of Transferee Company or the Trustee 2 may deem fit and the net sale proceeds thereof, deposited with the Transferee Company (i.e., after deduction therefrom of expenses incurred in connection with the sale), shall be distributed by the Transferee Company to the relevant equity shareholders in proportion to their respective fractional entitlements.

4.5 Upon Section II of the Scheme coming into effect on the Effective Date and upon the amalgamation of the Transferor Company with the Transferee Company, if there are any outstanding Transferor Company CCDs in the Transferor Company as on the Amalgamation Record Date, the Transferee Company shall, without any further act, instrument or deed, issue and allot to each Transferor CCD Holder as on the Amalgamation Record Date, 1 (one) compulsorily convertible debentures having coupon rate of 9.25% (nine point two five percent) and having face value of Rs. 10,00,00,000 (Rupees Ten Crores only) each as fully paid up for every 1 (one) Transferor Company CCD held by such Transferor Company CCD Holder, on the same terms and conditions as are applicable to the Transferor Company CCDs ("**Transferee Company CCDs**").

4.6 On the approval of Section II of the Scheme by the members of the Transferee Company pursuant to Section 391-394 of the 1956 Act and/or the relevant provisions of the Act, if applicable, it shall be deemed that the said members have also accorded their consent under Sections 42, 62(1)(c) and 71 of the 2013 Act and/ or any other applicable provisions of the Act and rules and regulations framed thereunder as may be applicable for the aforesaid issuance of equity shares/ compulsorily convertible debentures of the Transferee Company to the equity shareholders of the Transferor Company/ Transferor Company CCD Holders (as the case may be), and no further resolution or actions shall be required to be undertaken by the Transferee Company under Sections 42, 62(1)(c) or 71 of the 2013 Act or any other applicable provisions of the Act and rules and regulations framed thereunder, including, *inter alia*, issue of a letter of offer.

5. REDUCTION OF THE CAPITAL RESERVE AND SECURITIES PREMIUM ACCOUNT OF THE TRANSFEREE COMPANY

5.1 Upon Section II of the Scheme coming into effect on the Effective Date, the debit balance (if any) of the capital reserve of the Transferee Company and accumulated accounting losses, if any, of the Transferor Company acquired by the Transferee Company pursuant to the amalgamation of the Transferor Company with the Transferee Company, after giving effect to Clause 6(e) of Section II of the Scheme, shall be adjusted against and to the extent balance available in the capital reserve, if any, and the balance if any, shall be adjusted against the securities premium account of the Transferee Company and to the extent of such adjustment the capital reserve and the securities premium account of the Transferee Company shall stand reduced without any further act or deed on the part of the Transferee Company. The reduction in the securities premium account of the Transferee Company shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Transferee Company and without any approval or acknowledgement of any third party. The reduction in the capital reserve of the Transferee Company shall be effected as an integral part of the Scheme in accordance with the applicable provisions of Act without any further act or deed on the part of the Transferee Company and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such the reduction in the securities premium account of the Transferee Company. It is hereby clarified that the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, as the case may be) would not be applicable to the reduction in the capital reserve of the Transferee Company. The aforesaid reduction in the securities premium account of the Transferee Company would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the capital reserve and the securities premium account of the Transferee Company, the Transferee Company shall not be required to add "And Reduced" as suffix to its name.

5.2 It is expressly clarified that for the purposes of Clause 5 of Section II of the Scheme, the consent of the shareholders of the Transferee Company to the Scheme and the consent of the secured and unsecured creditors of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the securities premium account of the Transferee Company and no further resolution and/or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.

5.3 The reduction of the securities premium account of the Transferee Company shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Transferee Company with the RoC and upon registration by the RoC of such order of the Court and

of the minute approved by the Court, with respect to the securities premium account of the Transferee Company as altered by the order and the amount of reduction in the securities premium account of the Transferee Company.

5.4 The reduction of the securities premium account of the Transferee Company shall become effective as set out in Clause 5.3 of Section II of the Scheme and shall be conditional upon Section II of the Scheme becoming effective on the Effective Date and with effect from the Amalgamation Appointed Date and shall take place after giving effect to Clause 6(e) of Section II of the Scheme. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the capital reserve and the securities premium account of the Transferee Company, as set out in this Clause 5 of Section II of the Scheme shall not become effective and shall be deemed to be redundant.

PART D

6. ACCOUNTING TREATMENT

Pursuant to Section II of the Scheme coming into effect on the Effective Date with effect from the Amalgamation Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company with the Transferee Company in its books of accounts in accordance with the Indian Generally Accepted Accounting Principles followed by the Transferee Company on the Effective Date, in the following manner:

(a) The Transferee Company shall record the assets, liabilities and reserves, including accumulated accounting losses of the Transferor Company vested in it pursuant to this Section II of the Scheme at their existing carrying amounts.

(b) The identity of the reserves including accumulated accounting losses, if any, of the Transferor Company shall be maintained and the same shall be aggregated with the balances of similar reserves, if any, in the books of the Transferee Company.

(c) Any inter-company deposits, loans, advances, balances, investments, guarantee, etc. between the Transferor Company and the Transferee Company shall stand cancelled.

(d) The Transferee Company shall credit its issued and paid-up equity share capital account with the aggregate face value of the equity shares issued to the shareholders of the Transferor Company pursuant to Clause 4 of Part C of Section II of this Scheme.

(e) The difference between the book value of assets minus the book values of the liabilities and reserves), if any, of the Transferor Company as on the Amalgamation Appointed Date taken over by the Transferee Company as per Clause 6(a) and (b) of Section II of the Scheme and accumulated accounting losses, if any, and cancellation in Clause 6(c)of Section II of the Scheme and the credit to the issued and paid up equity share capital of the Transferee Company as per Clause 6(d) of Section II of this Scheme, shall be credited/ debited by the Transferee Company to its capital reserve.

(f) The debit balance (if any) of capital reserve of the Transferee Company and the accumulated accounting losses, if any, of the Transferor Company acquired by the Transferee Company pursuant to the amalgamation of the Transferor Company with the Transferee Company, after giving effect to Clause 6(e) of Section II of the Scheme, shall be adjusted in the manner set out in Clauses 5.1 to 5.4 of Section II of the Scheme.

(g) Any matter not dealt with in this Clause 6 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Transferee Company on the Effective Date.

7. TRANSFER OF THE AUTHORIZED SHARE CAPITAL

7.1 As an integral part of the Scheme and upon the effectiveness of Section II of the Scheme, the authorised share capital of the Transferor Company amounting to Rs. 80,00,00,000 (Rupees Eighty Crores only) shall stand consolidated and vested in and merged with the authorised share capital of the Transferee Company and the authorised share capital of the Transferee Company as set out in Clause 2.1 of Section II of the Scheme herein above shall stand enhanced to Rs. 290,00,00,000 (Rupees Two Hundred and Ninety Crores only) divided into 29,00,00,000 (twenty nine crores) equity shares of face value of Rs. 10 (Rupees Ten only) each, without any further act, instrument or deed by the Transferee Company and without any liability for payment of any additional fees or stamp duty in respect of such increase as the stamp duty and fees has already been paid by Transferor Company on such authorized capital, the benefit of which stands vested in the Transferee Company pursuant to the Scheme becoming effective on the Effective Date. Subsequent to enhancement of the authorized share capital of the Transferee Company as contemplated herein, the authorized share capital clause of the Memorandum of Association (Clause V) of the Transferee Company shall stand modified and read as follows:

"*The Authorised Share Capital of the Company is Rs. 290,00,00,000 (Rupees Two Hundred and Ninety Crores only) divided into 29,00,00,000 (twenty nine crores) equity shares of face value of Rs. 10 (Rupees Ten only) each*."

7.2 It is hereby clarified that for the purposes of this Clause 7 of Part C of Section II of the Scheme, the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment and increase in authorised share capital of the Transferee Company, and no further resolutions or actions under Sections 13 and/or 61 of the 2013 Act and/ or any other applicable provisions of the Act would be required to be separately passed or taken. However, the Transferee Company shall make the requisite filings with the RoC for the increase in its authorised share capital in the manner set out in this Clause 7.

8. DISSOLUTION OF THE TRANSFEROR COMPANY

As mentioned above, the Transferee Company is a wholly owned subsidiary of the Transferor Company. Accordingly, upon Section II of the Scheme coming into effect, the equity shares held by the Transferor Company in the Transferee Company shall stand cancelled on the date of allotment of the equity shares by the Transferee

Company to the equity shareholders of the Transferor Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company and the Transferor Company shall, without any further act, instrument or deed of the Transferor Company or the Transferee Company, stand dissolved without winding up. The order of the Court sanctioning the Scheme will be deemed to be an order under section 102 of the 1956 Act.

9. CHANGE IN NAME OF THE TRANSFEREE COMPANY

9.1 As an integral part of this Scheme, upon the effectiveness of Section II of the Scheme, the name of the Transferee Company shall stand changed to "*JITF Shipyards Limited*" or such other name as may be approved by the board, shareholders of the Transferee Company and the RoC, without any further act, instrument or deed and the name "*JITF Waterways Limited*" wherever it appears in the Memorandum and Articles of Association of the Transferee Company shall stand substituted by the new name "*JITF Shipyards Limited*" or such other name as may be approved by the board, shareholders of the Transferee Company and the RoC, without any further act, instrument or deed on the part of the Transferee Company. Upon such name change, the requirement of using or displaying the former name "*JITF Waterways Limited*" together with the new name "*JITF Shipyards Limited*" or such other name as may be approved by the board, shareholders of the Transferee Company and the RoC,outside its offices, on its company seal, letters, bills, notices, official publications and all other places or documents whatsoever, shall be automatically dispensed with without any further act, instrument or deed on the part of the Transferee Company by virtue of the order of the Court sanctioning the Scheme. The order of the Court sanctioning the Scheme shall be deemed to be a specific direction under Section 13 of the 2013 Act read with Rule 8(8) of the Companies (Incorporation) Rules, 2014 and/ or any other applicable provisions of the Act and rules and regulations framed thereunder for the change of name of the Transferee Company to "*JITF Shipyards Limited*" pursuant to the release of the aforesaid name by the Transferor Company.

9.2 Pursuant to the effectiveness of this Scheme, the Transferee Company shall file the requisite forms with the RoC and shall obtain a fresh certificate of incorporation upon the change of its name to "*JITF Shipyards Limited*" or such other name as may be approved by the board, shareholders of the Transferee Company and the RoC.

9.3 It is hereby clarified that for the purposes of this Clause 9, the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment or changing the name of the Transferee Company and no further resolution under Section 13 of the 2013 Act and/or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed.

SECTION III

DEMERGER OF THE DEMERGED UNDERTAKING 2 (AS DEFINED HEREINAFTER) OF THE DEMERGED COMPANY 2 (AS DEFINED HEREINAFTER) AND VESTING OF THE SAME WITH THE RESULTING COMPANY 2 (AS DEFINED HEREINAFTER)

PART A

WHEREAS:

A. **JITF Waterways Limited,** is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh-281403, after giving effect to Section II of the Scheme (hereinafter referred to as the "*Demerged Company 2*"). The Demerged Company 2 will become a wholly owned subsidiary of the Resulting Company 2 after giving effect to Section II of the Scheme.

B. **Jindal Saw Limited** (hereinafter referred to as the **"Resulting Company 2")**, is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh- 281403. The Resulting Company 2 has diverse business interests in the manufacturing of steel pipe and steel pellets and infrastructure businesses.

C. In terms of Section III of this Scheme, it is now proposed, *inter alia*, to demerge the Demerged Undertaking 2 *(as defined hereinafter)* of the Demerged Company 2, and vest the same with the Resulting Company 2, reduce the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2, reduce the issued and paid up equity share capital, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2, with effect from the Demerger Appointed Date 2 *(as defined hereinafter)* pursuant to and under Sections 391 to 394 read with Section 100 – 103 of the 1956 Act and/or other relevant provisions of the Act and the rules and regulations framed thereunder, in the manner provided for in Section III of the Scheme.

D. The demerger of the Demerged Undertaking 2 of the Demerged Company 2 and vesting of the same with the Resulting Company 2 pursuant to and in accordance with this Scheme shall be in accordance with Section 2(19AA) of the IT Act *(as defined hereinafter)*.

1.DEFINITIONS

For the purposes of Section III of this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings mentioned herein below:

(a) **"Demerged Company 2"** shall have the meaning ascribed to it in Recital A of Section III hereto.

(b) **"Demerged Business 2"** comprises of the business and business interests of the Demerged Company 2 in the ocean water ways business *inter alia* through subsidiaries of the Demerged Company 2 engaged in the ocean water ways business.

(c) ***"*Demerged Undertaking 2*"*** means the undertaking of the Demerged Company 2, pertaining to the Demerged Business 2, which shall be inclusive of, but not limited to:

(i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Demerged Company 2 pertaining to the Demerged Business 2, including without limitation, the fixed assets listed in **Schedule 2** hereto;

(ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Demerged Company 2 pertaining to the Demerged Business 2;

(iii) all debts, borrowings and liabilities (including the Transferee Company CCDs, if any), whether present or future, whether secured or unsecured availed by the Demerged Company 2 pertaining to the Demerged Business 2;

(iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax (including carry forward tax business losses and unabsorbed depreciation), tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;

(vii) all employees of the Demerged Company 2 employed in relation to the Demerged Business 2;

(viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company 2 pertaining to the Demerged Business 2;

(ix) all legal, tax, regulatory, quasi judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Demerged Company 2 in connection with the Demerged Business 2; and

(x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Demerged Company 2 and pertaining to the Demerged Business 2.

(d) **"Demerger Appointed Date 2"** means the opening of business hours as on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Demerged Company 2 and the Resulting Company 2, being the time and date with effect from which Section III of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of this Scheme.

(e) **"Resulting Company 2"** shall have the meaning ascribed to it in Recital B of Section III hereto.

(f) **"Transferee Company CCDs"** shall have the meaning ascribed to it in Clause 4.5 of Section II hereto.

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

2. SHARE CAPITAL

2.1 The share capital of the Demerged Company 2, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
Authorized Capital **Equity** 210,000,000 Equity Shares of Rs. 10 each	2,100,000,000
Total	**2,100,000,000**
Issued, Subscribed and Paid-up Capital 20,44,79,356 Equity Shares of Rs. 10 each	2,044,793,560
Total	**2,044,793,560**

2.2 Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Demerged Company 2, there has been no change in the issued, subscribed or paid up capital of the Demerged Company 2.

2.3 The share capital of the Resulting Company 2, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
Authorized Capital **Equity** 500,000,000 Equity Shares of Rs. 2 each	1,000,000,000.00
Preference 10,000,000 Redeemable Preference shares of Rs. 100 each	1,000,000,000.00
Total	**2,000,000,000.00**
Issued Capital 304,537,881 Equity Shares of Rs. 2 each	609,075,762
Total	**609,075,762**
Subscribed and Paid-up Capital 304,533,881 Equity Shares of Rs. 2 each Forfeited 4,000 Equity Shares of Rs. 2 each (Partly paid up Rs. 1 each)	609,071,762 4,000
Total	**609,075,762**

Allotment of 3,250 (three thousand two hundred and fifty) equity shares of face value of Rs. 2 (Rupees Two only) each has been kept in abeyance by the Resulting Company 2 pursuant to court orders.

Additionally, as on September 30, 2015, 1,52,23,486 (one crore fifty two lakhs twenty three thousand four hundred and eighty six) compulsorily convertible debentures issued by the Resulting Company 2 are outstanding and are due for conversion into an equal number of equity shares of the Resulting Company 2 by April 30, 2016.

2.4 Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Resulting Company 2, there has been no change in the issued, subscribed or paid up share capital of the Resulting Company 2.

PART B

3. DEMERGER OF THE DEMERGED UNDERTAKING 2 OF THE DEMERGED COMPANY 2 AND VESTING OF THE SAME WITH THE RESULTING COMPANY 2.

3.1 Subject to the provisions of Section III of the Scheme in relation to the modalities of demerger and vesting, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Demerged Undertaking 2, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall demerge from the Demerged Company 2 and be transferred to and vest in the Resulting Company 2, and shall become the property of and an integral part of the Resulting Company 2 subject to the existing charges and encumbrances, if any, created by the Demerged Company 2 in favour of its lenders or the lenders of its subsidiaries or group companies, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Demerged Company 2 or the Resulting Company 2. Without prejudice to the generality of the above, in particular, the Demerged Undertaking 2 shall stand vested in the Resulting Company 2, in the manner described in sub-paragraphs (a) – (n) below:

a. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all immovable property (including land, buildings and any other immovable property) of the Demerged Company 2 in relation to the Demerged Undertaking 2, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed by the Demerged Company 2 or the Resulting Company 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfill all obligations, in relation to or applicable to such immovable properties. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the title to the immovable properties of the Demerged Undertaking 2 shall be deemed to have been mutated and recognised as that of the Resulting Company 2 and the mere filing of the vesting order of the Court sanctioning the Scheme with the appropriate Registrar or Sub-Registrar of Assurances or with the relevant Government agencies shall suffice as record of continuing title to the immovable properties of the Demerged Undertaking 2 with the Resulting Company 2 pursuant to the Section III of the Scheme becoming effective and shall constitute a deemed mutation and substitution thereof. The Resulting Company 2 shall in pursuance of the vesting order of the Court be entitled to the delivery and possession of all documents of title to such immovable property in this regard.

b. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all the assets of the Demerged Company 2 relating to the Demerged Undertaking 2 as are movable in nature and are capable of transfer by endorsement and delivery, shall stand vested in Resulting Company 2, and shall become the property and an integral part of Resulting Company 2. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical delivery or by endorsement and delivery, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly.

c. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, any and all other movable property (except those specified elsewhere in this Clause) including all sundry debts and receivables, outstanding loans and advances, if any, relating to the Demerged Undertaking 2, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with government, semi-government, local and other authorities and bodies, customers and other persons shall, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, become the property of the Resulting Company 2. Where any of the outstanding receivables attributed to the Demerged Undertaking 2 have been received by the Demerged Company 2 on behalf of the Demerged Undertaking 2 after the Demerger Appointed Date 2, the same shall be deemed to have been received by the Demerged Company 2 and on behalf of the Resulting Company 2.

d. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all debts, liabilities (including the Transferee Company CCDs, if any), contingent liabilities, duties and obligations, secured or unsecured, relating to the Demerged Undertaking 2, whether provided for or not in the books of accounts of the Demerged Company 2 or disclosed in the balance sheet of the Demerged Undertaking 2, including general and multipurpose borrowings, if any, shall become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company 2, by operation of law pursuant to the vesting order of the

Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 undertakes to meet, discharge and satisfy the same to the exclusion of the Demerged Company 2. 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. However, if any lender of the Demerged Company 2 requires satisfaction of the charge over the Demerged Company 2's properties and recordal of a new charge with the Resulting Company 2, the Resulting Company 2 shall for good order and for statistical purposes, file appropriate forms with the RoC as accompanied by the sanction order or a certified copy thereof and any deed of modification or novation executed by the Resulting Company 2. Where any of the loans, liabilities and obligations attributed to the Demerged Undertaking 2 have been discharged by the Demerged Company 2 on behalf of the Demerged Undertaking 2 after the Demerger Appointed Date 2 but before the Effective Date, such discharge shall be deemed to have been done by the Demerged Company 2 for and on behalf of the Resulting Company 2.

e. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all incorporeal or intangible property of the Demerged Undertaking 2 shall stand vested in the Resulting Company 2 and shall become the property and an integral part of the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or Resulting Company 2.

f. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all letters of intent, contracts, deeds, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking 2 of the Demerged Company 2 to which it is a party or to the benefit of which it may be entitled, shall be in full force and effect against or in favour of the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or Resulting Company 2, and may be enforced as fully and effectually as if, instead of the Demerged Company 2, the Resulting Company 2 had been a party or beneficiary or obligee thereto.

g. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all permits, grants, allotments, recommendations, rights, entitlements, licenses and registrations including relating to trademarks, logos, patents and other intellectual property rights, approvals, clearances, tenancies, privileges, powers, offices, taxes, tax credits, tax refunds, tax holidays (relating to direct or indirect tax), entitlements (including, but not limited to, credits in respect of income tax (including carry forward tax business losses and unabsorbed depreciation), sales tax, value added tax, turnover tax, excise duty, service tax, security transaction tax, minimum alternate tax credit and duty entitlement credit certificates etc.), facilities of every kind and description of whatsoever nature, in relation to the Demerged Undertaking 2 to which the Demerged Company 2 is a party or to the benefit of which the Demerged Company 2 may be eligible, shall be enforceable by or against the Resulting Company 2, as fully and effectually as if, instead of the Demerged Company 2, the Resulting Company 2 had been a party or beneficiary or obligee thereto, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2.

h. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, any statutory licenses, no-objection certificates, permissions, registrations (including sales tax, service tax, excise, value added tax), approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the Demerged Undertaking 2 of the Demerged Company 2 or granted to the Demerged Company 2 in relation to the Demerged Undertaking 2 shall stand vested in or transferred to the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, and shall be appropriately transferred or assigned by the concerned statutory authorities in favour of the Resulting Company 2 upon demerger of the Demerged Undertaking 2 and vesting of the same with the Resulting Company 2 pursuant to Section III of this Scheme. The benefit of all statutory and regulatory permissions, environmental approvals and consents including statutory licenses, permissions or approvals or consents required to carry on the operations of the Demerged Undertaking 2 of the Demerged Company 2 shall vest in and become available to the Resulting Company 2 upon Section III of this Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2.

i. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 shall bear the burden and the benefits of any legal or other proceedings initiated by or against the Demerged Company 2 in respect of the Demerged Undertaking 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, if any suit, appeal or other proceeding of whatsoever nature by or against the Demerged Company 2, in respect of the Demerged Undertaking 2, be pending,

the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the demerger of Demerged Undertaking 2 or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Resulting Company 2 in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Demerged Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 undertakes to have such legal or other proceedings initiated by or against the Demerged Company 2 in respect of the Demerged Undertaking 2 transferred in its name and to have the same continued, prosecuted and enforced by or against the Resulting Company 2 to the exclusion of the Demerged Company 2. The Resulting Company 2 also undertakes to handle all legal or other proceedings which may be initiated against the Demerged Undertaking 2 of the Demerged Company 2 after the Effective Date in respect of the period up to the Effective Date, in its own name and account.

j. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all persons that were employed in the Demerged Undertaking 2 immediately before such date shall become employees of the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, with the benefit of continuity of service on the same terms and conditions as were applicable to such employees immediately prior to such demerger and without any break or interruption in service. It is clarified that such employees of the Demerged Company 2 forming part of the Demerged Undertaking 2 that become employees of the Resulting Company 2 by virtue of this Scheme, shall continue to be governed by the terms of employment as were applicable to them immediately before such demerger and shall not be entitled to be governed by employment policies, and shall not be entitled to avail of any benefits under any scheme or settlement or otherwise that are applicable and available to any other employees of the Resulting Company 2, unless and otherwise so stated by the Resulting Company 2 in writing in respect of all employees, class of employees or any particular employee. The Resulting Company 2 undertakes to continue to abide by any agreement/ settlement, if any, entered into by the Demerged Company 2 in respect of such employees forming part of the Demerged Undertaking 2 Demerged Undertaking 2 with their respective employees/ employee unions. With regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of the Demerged Company 2 forming part of the Demerged Undertaking 2, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 shall stand substituted for the Demerged Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing provident fund benefits, gratuity benefits and superannuation benefits or any other special benefits or obligation, if any, created or used by the Demerged Company 2 (or an affiliate of the Demerged Company 2 on behalf of the Demerged Company 2) for its employees forming part of the Demerged Undertaking 2 and being transferred to the Resulting Company 2 pursuant to this Scheme shall be continued by the Resulting Company 2 for the benefit of such employees on the same terms and conditions. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Demerged Company 2 in relation to such schemes or funds forming part of the Demerged Undertaking 2 shall become those of the Resulting Company 2. Further, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Demerged Undertaking 2 by the Demerged Company 2 shall be continued/continue to operate against the relevant employee and shall be enforced by the Resulting Company 2, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2.

k. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all direct and indirect taxes, duties and cess (such as income tax, service tax, security transaction tax, value added tax, minimum alternate tax, advance tax, excise tax etc. or any other like payments made by the Demerged Company 2 to any statutory authorities), or other collections made by the Demerged Company 2 in relation to the Demerged Undertaking 2 and relating to the period after the Demerger Appointed Date 2 up to the Effective Date, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Resulting Company 2, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2. Further, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all deduction otherwise admissible to Demerged Company 2pertaining to Demerged Undertaking 2 including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as under Section 43B, Section 40, Section 40A etc. of the IT Act) shall be eligible for deduction to the Resulting Company 2 upon fulfilment of the required conditions under the IT Act. Further, the Resulting Company 2 shall be entitled to claim credit for taxes deducted at source/ paid against its tax/ duty liabilities/ minimum alternate tax, advance tax, service tax, value added tax liability etc., notwithstanding the certificates/

challans or other documents for payment of such taxes/duties, as the case may be, being in the name of the Demerged Company 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, any business losses and/ or unabsorbed depreciation (each as per the IT Act) of the Demerged Company 2 as at the Demerger Appointed Date 2 relating to the Demerged Undertaking 2 shall be treated as 'business losses' and/ or 'unabsorbed depreciation' (for the purpose of the IT Act) of the Resulting Company 2 and the Resulting Company 2 shall, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, be allowed to carry forward and/ or set off such business losses or unabsorbed depreciation in accordance with the provisions of Section 72A of the IT Act.

l. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all taxes payable by the Demerged Company 2 in relation to the Demerged Undertaking 2 including all or any refunds of claims shall be treated as the tax liability or refunds/claims as the case may be, of the Resulting Company 2, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, and the Resulting Company 2 shall be entitled to file/revise its statutory returns and related tax payment certificates and to claim refunds and advance tax credits as may be required consequent to the implementation of the Scheme; and all tax compliances under applicable laws by the Demerged Company 2 shall be deemed to have been undertaken by the Resulting Company 2.

m. The Resulting Company 2 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, including any forms or depository instructions, with any party to any contract or arrangement in relation to the Demerged Undertaking 2 to which the Demerged Company 2 is a party, in order to give formal effect to the above provisions. The Resulting Company 2 shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writing on behalf of the Demerged Company 2 and to carry out or perform all such formalities or compliances referred to above on behalf of the Demerged Company 2.

n. With effect from the Demerger Appointed Date 2 and up to and including the Effective Date:

   (i) the Demerged Company 2 shall carry on and be deemed to have been carrying on all the business and activities of the Demerged Undertaking 2 for and on behalf of and in trust for the Resulting Company 2.

   (ii) All profits / losses accruing to the Demerged Company 2 in relation to the Demerged Undertaking 2 and all taxes thereon arising or incurred by it, in relation to the Demerged Undertaking 2 shall, for all purposes, be treated as the profits, losses or taxes as the case may be, of the Resulting Company 2.

   (iii) All accretions and depletions in relation to the Demerged Undertaking 2 shall be for and on account of the Resulting Company 2.

PART C

4. CONSIDERATION

4.1 Since the Demerged Company 2 will become a wholly owned subsidiary of the Resulting Company 2 after giving effect to Section II of the Scheme, there shall be no consideration payable by the Resulting Company 2 to the shareholder of the Demerged Company 2 (that is, the Resulting Company 2 itself)for the demerger of the Demerged Undertaking 2 from Demerged Company 2 and vesting of the same with the Resulting Company 2.

5. REDUCTION OF THE CAPITAL REDEMPTION RESERVE, CAPITAL RESERVE AND THE SECURITIES PREMIUM ACCOUNT OF THE RESULTING COMPANY 2 AND REDUCTION OF THE ISSUED AND PAID UP EQUITY SHARE CAPITAL, CAPITAL RESERVE AND THE SECURITIES PREMIUM ACCOUNT OF THE DEMERGED COMPANY 2

5.1. Upon Section III of the Scheme coming into effect on the Effective Date, amount of accumulated accounting losses (if any) pertaining to the Demerged Undertaking 2 transferred to the Resulting Company 2 pursuant to this Section III of the Scheme and the debit balance (if any) of the restructuring reserve account of the Resulting Company 2 after giving effect to Clause 6.1(d) of Section III of the Scheme, shall be adjusted to the extent of balance available, firstly against the capital redemption reserve of the Resulting Company 2 and then against the capital reserve of the Resulting Company 2 and the balance, if any, shall be adjusted against the securities premium account of the Resulting Company 2 and to the extent of such adjustment, the capital redemption reserve, the capital reserve and the securities premium account of the Resulting Company 2 shall stand reduced without any further act or deed on the part of the Resulting Company 2. The reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 and 55(2) of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Resulting Company 2 and without any approval or acknowledgement of any third party. The reduction in the capital reserve of the Resulting Company 2 shall be effected as an integral part of the Scheme in accordance with the applicable provisions of Act without any further act or deed on the part of the Resulting Company 2 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 and 55(2) of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2. It is hereby clarified that the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, as the case may be) would not be applicable to the reduction in the capital reserve of the Resulting Company 2. The aforesaid reduction in the capital redemption reserve and the securities

premium account of the Resulting Company 2 would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2, the Resulting Company 2 shall not be required to add "And Reduced" as suffix to its name.

5.2. It is expressly clarified that for the purposes of Clause 5 of Section III of the Scheme, the consent of the shareholders of the Resulting Company 2 to the Scheme and the consent of the secured and unsecured creditors of the Resulting Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2 and no further resolution and/or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.

5.3. The reduction of the capital redemption reserve and the securities premium account of the Resulting Company 2 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Resulting Company 2 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the capital redemption reserve and the securities premium account of the Resulting Company 2 as altered by the order and the amount of reduction in capital redemption reserve and the securities premium account of the Resulting Company 2.

5.4. The reduction of the capital redemption reserve and the securities premium account of the Resulting Company 2 shall become effective as set out in Clause 5.3 of Section III of the Scheme and shall be conditional upon Section III of the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date 2 and shall take place after giving effect to Clause 6.1(d) of Section III of the Scheme. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the capital redemption reserve, capital reserve and the securities premium account of the Resulting Company 2, as set out in this Clause 5 of Section III of the Scheme shall not become effective and shall be deemed to be redundant.

5.5. Upon Section III of the Scheme coming into effect on the Effective Date, 20,24,79,356 (twenty crores twenty four lakhs seventy nine thousand three hundred and fifty six) issued and paid up equity shares of the Demerged Company 2 having face value of Rs. 10 (Rupees Ten only) each shall stand cancelled without any further act or deed on the part of the Demerged Company 2 and the amount so reduced shall be credited to the capital reserve account of the Demerged Company 2. The reduction in the issued and paid-up equity share capital of the Demerged Company 2 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Demerged Company 2 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such reduction. The aforesaid reduction would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the issued and paid-up equity share capital of the Demerged Company 2, the Demerged Company 2 shall not be required to add "And Reduced" as suffix to its name.

5.6. It is expressly clarified that for the purposes of this Clause 5 of Section III of the Scheme, the consent of the shareholders and the creditors of the Demerged Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above reorganization in the issued and paid-up equity share capital of the Demerged Company 2 resulting in a reduction in the equity share capital of the Demerged Company 2, and no further resolution and/or action under Section 100 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act would be required to be separately passed or taken.

5.7. The reduction of the issued and paid-up equity share capital of the Demerged Company 2 as contemplated in this Clause 5 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(5) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder, pursuant to the filing of the order of the Court sanctioning the aforesaid capital reduction by the Demerged Company 2 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, if any, showing, with respect to the issued and paid-up equity share capital of the Demerged Company 2 as altered by the order, (a) the amount of issued and paid-up equity share capital; (b) the number of shares into which it is to be divided; (c) the amount of each share; and (d) the amount, if any, deemed to be paid-up on each share at the date of registration of the aforesaid minute and order by the RoC. Such reduction in the issued and paid-up equity share capital of the Demerged Company 2 as contemplated in this Clause 5 of Section III of the Scheme shall be conditional upon Section III of this Scheme becoming effective on the Effective Date. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reduction of issued and paid-up equity share capital as set out in this Clause 5 of Section III

of the Scheme shall not become effective and shall be deemed to be redundant.

5.8. Further, upon Section III of the Scheme coming into effect on the Effective Date, the debit balance (if any) of restructuring reserve account pursuant to Clauses 6.2 (b) and (c) of Section III of the Scheme shall be adjusted first against the capital reserve of the Demerged Company 2 and the balance, if any, shall be adjusted against the securities premium account of the Demerged Company 2 and to the extent of such adjustment, the capital reserve and the securities premium account of the Demerged Company 2 shall stand reduced without any further act or deed on the part of the Demerged Company 2. The reduction in the securities premium account of the Demerged Company 2 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Demerged Company 2 and without any approval or acknowledgement of any third party. The reduction in the capital reserve of the Demerged Company 2 shall be effected as an integral part of the Scheme in accordance with the applicable provisions of Act without any further act or deed on the part of the Demerged Company 2 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such the reduction in the securities premium account of the Demerged Company 2. It is hereby clarified that the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, as the case may be) would not be applicable to the reduction in the capital reserve of the Demerged Company 2. The aforesaid reduction in the securities premium account of the Demerged Company 2 would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the securities premium accountof the Demerged Company 2, the Demerged Company 2 shall not be required to add "And Reduced" as suffix to its name.

5.9. It is expressly clarified that for the purposes of Clause 5 of Section III of the Scheme, the consent of the shareholders of the Demerged Company 2 to the Scheme and the consent of the secured and unsecured creditors of the Demerged Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the securities premium account of the Demerged Company 2 and no further resolution and/or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.

5.10. The reduction of the securities premium account of the Demerged Company 2 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Demerged Company 2 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the securities premium account of the Demerged Company 2 as altered by the order and the amount of reduction in the securities premium account of the Demerged Company 2.

5.11. The reduction of the securities premium account of the Demerged Company 2 shall become effective as set out in Clause 5.10of Section III of the Scheme and shall be conditional upon Section III of the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date 2 and shall take place after giving effect to Clauses 6.2 (b) and (c) of Section III of the Scheme. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the capital reserve and the securities premium account of the Demerged Company 2, as set out in this Clause 5 of Section III of the Scheme shall not become effective and shall be deemed to be redundant.

PART D

6. ACCOUNTING TREATMENT

6.1 **Treatment in the books of Resulting Company 2**

Pursuant to Section III of the Scheme coming into effect on the Effective Date with effect from the Demerger Appointed Date 2, the Resulting Company 2 shall account for the demerger and vesting of the Demerged Undertaking 2 with the Resulting Company 2 in its books of accounts in accordance with the Indian Generally Accepted Accounting Principles followed by the Resulting Company 2 on the Effective Date, in the following manner:

(a) The assets, liabilities and accumulated accounting losses (if any) transferred to and vested in the Resulting Company 2 pursuant to this Section III of the Scheme, shall be recorded in the books of account of the Resulting Company 2 at the book values of the respective assets and liabilities and accumulated accounting losses as recorded in the books of account of the Demerged Company 2 as on the Demerger Appointed Date 2;

(b) The amount appearing in 'Investments in equity shares of JITF Shipyards Account' shall be reduced by the amount of assets of the Demerged Undertaking 2 transferred to the Resulting Company 2 pursuant to this Section III of the Scheme, as recorded in the books of accounts of the Demerged Company 2. However, the balance in 'Investments in equity shares of JITF Shipyards Account' of the Resulting Company 2 shall, under no circumstances, be reduced to less than Rs. 2,00,00,000 (Rupees Two Crore only);

(c) The amount, if any, of net assets (i.e. assets minus liabilities) of the Demerged Undertaking 2 transferred to the Resulting Company 2 pursuant to this Section

III of the Scheme in excess of the amount in the 'investments in JITF Shipyards Limited account' of the Resulting Company 2 (except for an amount of Rs. 2,00,00,000 (Rupees Two Crore only)) shall be credited to the capital reserve account of the Resulting Company 2;

(d) In case the amount of liabilities of the Demerged Undertaking 2 transferred to the Resulting Company 2 pursuant to this Section III of the Scheme, exceeds the amount of assets pertaining to the Demerged Undertaking 2 recorded in the books of accounts of the Resulting Company 2, after giving effect to Clause 6.1(b) of Section III of this Scheme, such excess amount shall be debited to the restructuring reserve account of the Resulting Company 2.

(e) Accumulated accounting losses (if any) transferred to Resulting Company 2 as a result of the demerger of the Demerged Undertaking 2 shall be credited to the capital reserves of Resulting Company 2.

(f) The amount of accumulated accounting losses (if any) transferred to Resulting Company 2 as a result of the demerger of the Demerged Undertaking 2 and the debit balance, if any, of the restructuring reserve account (after giving effect to Clause 6.1(d) of Section III of the Scheme), shall be adjusted in the manner set out in Clauses 5.1 to 5.4 of Section III of the Scheme.

(g) Any inter-company deposits, loans, advances, balances, investments, guarantees, etc. between the Demerged Company 2 and the Resulting Company 2 shall stand cancelled.

(h) Any matter not dealt with in this Clause 6.1 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Resulting Company 2 on the Effective Date.

6.2 **Treatment in the books of the Demerged Company 2**
Pursuant to Section III of the Scheme coming into effect on the Effective Date with effect from the Demerger Appointed Date 2, the Demerged Company 2 shall account for the demerger and vesting of the Demerged Undertaking 2 with the Resulting Company 2 in its books of accounts in accordance with Indian Generally Accepted Accounting Principles followed by the Demerged Company 2 on the Effective Date, in the following manner:

(a) The respective book values of the assets and liabilities and accumulated accounting losses (if any) of the Demerged Undertaking 2 shall be reduced in the books of accounts of the Demerged Company 2 in compliance with the applicable accounting standards.

(b) The accumulated accounting losses (if any) relating to the Demerged Undertaking 2 transferred to Resulting Company 2 and the accumulated accounting losses (if any) not pertaining to the Demerged Undertaking 2 as retained by the Demerged Company 2, shall be transferred to restructuring reserve account of the Demerged Company 2.

(c) In case the amount of assets pertaining to the Demerged Undertaking 2 exceeds the amount of liabilities pertaining to the Demerged Undertaking 2 being transferred by the Demerged Company 2 pursuant to Section III of the Scheme, the difference between the amount of assets and liabilities pertaining to the Demerged Undertaking 2 being transferred by the Demerged Company 2 pursuant to Section III of the Scheme shall be transferred to restructuring reserve account of the Demerged Company 2.

(d) The debit balance (if any) in the restructuring reserve account of the Demerged Company 2, after giving effect to Clauses 6.1 (b) and (c) of Section III of this Scheme shall be adjusted in the manner set out in Clauses 5.8 to 5.11 of Section III of this Scheme.

(e) In case the amount of liabilities pertaining to the Demerged Undertaking 2 exceeds the amount of assets pertaining to the Demerged Undertaking 2 being transferred by the Demerged Company 2 pursuant to Section III of the Scheme, the difference between the amount of liabilities and assets shall be credited to capital reserves of the Demerged Company 2.

(f) Any matter not dealt with in this Clause 6.2 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Demerged Company 2 on the Effective Date.

7. TRANSFER OF THE AUTHORIZED SHARE CAPITAL

7.3 The demerger of the Demerged Undertaking 2 from the Demerged Company 2 and vesting of the same with the Resulting Company 2 pursuant to Section III of the Scheme shall *inter alia* result in reduction of the issued and paid-up share capital of the Demerged Company 2 (pursuant to Section II of the Scheme). Such reduction in the issued and paid-up equity share capital of the Demerged Company 2 would substantially enhance the unused authorised share capital in the Demerged Company 2. Accordingly, as an integral part of the Scheme and upon the effectiveness of Section III of the Scheme, an amount of Rs. 270,00,00,000 (Rupees Two Hundred and Seventy Crores only), shall stand transferred from the authorized equity share capital of the Demerged Company 2 to the authorized equity share capital of the Resulting Company 2 and upon such transfer, the authorized share capital of the Resulting Company 2 as set out in Clause 2.3 of Section III of the Scheme herein above shall stand enhanced to Rs. 455,00,00,000 (Rupees Four Hundred and Fifty Five Crores only) divided into 1,77,50,00,000 (one thousand seventy seven crores and fifty lakhs) equity shares of face value of Rs. 2 (Rupees Two only) each and 1,00,00,000 (one crore) redeemable preference shares of face value of Rs. 100 (Rupees Hundred only) each, without any further act, instrument or deed by the Resulting Company 2 and without any liability for payment of any additional fees or stamp duty in respect of such increase as the stamp duty and fees has already been paid by Demerged Company 2 on such authorized capital, the benefit of which stands vested in the Resulting Company 2 pursuant to the Scheme becoming effective on the Effective Date. Subsequent to enhancement of the authorized equity share capital of the Resulting Company 2 as contemplated herein, the authorized share capital clause of the Memorandum of Association (Clause V) of the Resulting Company 2 shall stand modified and read as follows:

"*The Authorised Share Capital of the Company is Rs.*

455,00,00,000 (Rupees Four Hundred and Fifty Five Crores only) divided into 1,77,50,00,000 (one thousand seventy seven crores and fifty lakhs) equity shares of face value of Rs. 2 (Rupees Two only) each and 1,00,00,000 (one crore) redeemable preference shares of face value of Rs. 100 (Rupees Hundred only) each."

7.4 It is hereby clarified that for the purposes of this Clause 7 of Section III of the Scheme, the consent of the shareholders of the Resulting Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment and increase in authorised share capital of the Resulting Company 2, and no further resolutions or actions under Sections 13 and/or 61 of the 2013 Act and/ or any other applicable provisions of the Act would be required to be separately passed or taken. However, the Resulting Company 2 shall make the requisite filings with the RoC for the increase in its authorised share capital in the manner set out in this Clause 7 of Section III of the Scheme.

8. ISSUANCE OF COMPULSORILY CONVERTIBLE DEBENTURES BY THE RESULTING COMPANY 2

8.1 Upon Section III of the Scheme coming into effect on the Effective Date and upon the demerger of the Demerged Undertaking 2 (including the Transferee Company CCDs, if any) from the Demerged Company 2/Transferee Company and vesting of the Demerged Undertaking 2 (including the Transferee Company CCDs, if any) with the Resulting Company 2, as an integral part of Section III of the Scheme, if there are any outstanding Transferee Company CCDs in the Demerged Company 2/Transferee Company as on the Amalgamation Record Date, the Resulting Company 2 shall, without any further act, instrument or deed, issue and allot to each holder of the Transferee Company CCDs as on the Amalgamation Record Date, 1 (one) compulsorily convertible debentures having coupon rate of 9.25% (nine point two five percent) and having face value of Rs. 10,00,00,000 (Rupees Ten Crores only) each as fully paid up for every 1 (one) Transferee Company CCD held by such holder of the Transferee Company CCDs, on the same terms and conditions as are applicable to the Transferee Company CCDs, provided however that, in the event, any Transferee Company CCDs are held by the Resulting Company 2, no compulsorily convertible debentures shall be issued and allotted by the Resulting Company 2 to itself. Further, upon such issuance and allotment of compulsorily convertible debentures by the Resulting Company 2 to the holders of the Transferee Company CCDs (other than the Resulting Company 2), the Demerged Company 2/Transferee Company shall without any further act, instrument or deed, cancel and extinguish all the Transferee Company CCDs issued by the Demerged Company 2/Transferee Company to the holders of the Transferee Company CCDs (including Resulting Company 2).

8.2 On the approval of Section III of the Scheme by the members of the Demerged Company 2/Transferee Company and the Resulting Company 2 pursuant to Section 391-394 of the 1956 Act and/or the relevant provisions of the Act, if applicable, it shall be deemed that the said members have also accorded their consent under Sections 42, 62(1)(c) and 71 of the 2013 Act and/ or any other applicable provisions of the Act and rules and regulations framed thereunder as may be applicable for the issuance, if any, of compulsorily convertible debentures of the Resulting Company 2 to the holders of the Transferee Company CCDs and for the cancellation and extinguishment, if any,of the Transferee Company CCDs by the Demerged Company 2/Transferee Company, each in accordance with Clause 8.1 above, and no further resolution or actions shall be required to be undertaken by the Resulting Company 2 and/or the Demerged Company 2/Transferee Company under Sections 42, 62(1)(c) or 71 of the 2013 Act or any other applicable provisions of the Act and rules and regulations framed thereunder, including, *inter alia*, issue of a letter of offer.

SECTION IV

8. GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SCHEME

1.1 DEFINITIONS

The terms used in this Section IV of the Scheme, shall respectively have the meanings ascribed to them in Section I, Section II or Section III of this Scheme, as the context may require.

1.2 APPLICATION TO THE HIGH COURT

Each of the Demerged Company 1/ Resulting Company 2, the Demerged Company 2/ Transferee Company, the Resulting Company 1 and the Transferor Company shall make applications/petitions under Sections 391 - 394, as applicable and other applicable provisions of the Act to the Court for the sanction of this Scheme and all matters ancillary or incidental thereto. For the purpose of effecting the reduction in: (i) issued and paid-up equity share capital and securities premium (if required) of the Resulting Company 1; (ii) capital redemption reserve and the securities premium account (if required) of the Demerged Company 1; (iii) the securities premium account (if required) of the Transferee Company; (iv) the capital redemption reserve (if required) and the securities premium account (if required) of the Resulting Company 2; and (v) the issued and paid-up equity share capital and the securities premium account (if required) of the Demerged Company 2, separate application under Section 100 – 103 of the 1956 Act and/ or any other applicable provisions of the Act, rules and the regulations framed thereunder shall be filed by the Resulting Company 1, the Demerged Company 1, Transferee Company, Resulting Company 2 and Demerged Company 2 respectively, before the Court.

1.3 EFFECTIVENESS OF THE SCHEME

Upon the sanction of the Scheme and after the Scheme has become effective upon completion of the conditions listed in Clause 1.5 of this Section IV:

(a) with effect from the Demerger Appointed Date 1, the demerger of the Demerged Undertaking 1 of the Demerged Company 1 and the vesting of the same in the Resulting Company 1 shall be deemed to have occurred, pursuant to Section I of this Scheme, in accordance with Section 2 (19AA) of the IT Act;

(b) reduction of the issued and paid-up equity share capital and securities premium account (if required) of the Resulting Company 1 shall be deemed to have occurred, pursuant to Section I of this Scheme, in accordance with Clause 5 of Section I of the Scheme.

(c) reduction of the capital redemption reserve, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 1 shall be deemed to have occurred, pursuant to Section I of this Scheme, in accordance with Clause 5 of Section I of the Scheme.

(d) with effect from the Amalgamation Appointed Date, the amalgamation of the Transferor Company with the Transferee Company shall be deemed to have occurred, pursuant to Section II of this Scheme, in accordance with Section 2 (1B) of the IT Act; and

(e) the reduction of the capital reserve (if required) and the securities premium account (if required), of the Transferee Company shall be deemed to have occurred, pursuant to Section II of this Scheme, in accordance with Clause 5 of Section II of the Scheme.

(f) with effect from the Demerger Appointed Date 2, the demerger of the Demerged Undertaking 2 of the Demerged Company 2 and the vesting of the same in the Resulting Company 2 shall be deemed to have occurred, pursuant to Section III of this Scheme, in accordance with Section 2 (19AA) of the IT Act;

(g) the reduction of the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2 shall be deemed to have occurred, pursuant to Section III of this Scheme, in accordance with Clause 5 of Section III of the Scheme;

(h) the reduction of the issued and paid-up equity share capital, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2 shall be deemed to have occurred, pursuant to Section III of this Scheme, in accordance with Clause 5 of Section III of the Scheme.

1.4 MODIFICATIONS/AMENDMENTS TO THE SCHEME

(a) Modification of Section I of the Scheme

Each of the Demerged Company 1 and the Resulting Company 1, through their respective boards of directors (which shall include any committee constituted by the respective boards), may assent to any modifications/amendments to Section I of the Scheme and/ or the relevant provisions of Section IV of the Scheme and/ or to any conditions or limitations that the Court and/ or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. Each of the Demerged Company 1 and the Resulting Company 1, through their respective authorized representatives, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reason of any directive or orders of any authority or otherwise, howsoever arising out of or under or by virtue of Section I of the Scheme and/or any matter concerned or connected therewith.

(b) Modification of Section II of the Scheme

Each of the Transferor Company and the Transferee Company, through their respective boards of directors (which shall include any committee constituted by the respective boards), may assent to any modifications/ amendments to Section II of the Scheme and / or the relevant provisions of Section IV of the Scheme and/ or to any conditions or limitations that the Court and / or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. Each of the Transferor Company and the Transferee Company, through their respective authorized representatives, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reason of any directive or orders of any authority or otherwise, howsoever arising out of or under or by virtue of Section II of the Scheme and/or any matter concerned or connected therewith.

(c) Modification of Section III of the Scheme

Each of the Demerged Company 2 and the Resulting Company 2, through their respective boards of directors (which shall include any committee constituted by the respective boards), may assent to any modifications/amendments to Section III of the Scheme and/ or the relevant provisions of Section IV of the Scheme and/ or to any conditions or limitations that the Court and/ or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. Each of the Demerged Company 2 and the Resulting Company 2, through their respective authorized representatives, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reason of any directive or orders of any authority or otherwise, howsoever arising out of or under or by virtue of Section III of the Scheme and/or any matter concerned or connected therewith

1.5 CONDITIONALITY OF THE SCHEME

(a) Section I of this Scheme is and shall be conditional upon and subject to (i) being approved by the requisite majorities in number and value of such classes of persons including the respective members and secured and unsecured creditors of each of the Demerged Company 1 and the Resulting Company 1, as may be directed by the Court or any other competent authority, as may be applicable; and (ii) being approved by the Securities and Exchange Board of India and the Stock Exchanges, as required under applicable laws.

(b) Section II of this Scheme is and shall be conditional upon and subject to being approved by the requisite majorities in number and value of such classes of persons including the respective members and secured and unsecured creditors of each of the Transferor Company and the Transferee Company, as may be directed by the Court or any other competent authority, as may be applicable; and (ii) being approved by the Securities and Exchange Board of India and the Stock Exchanges, as required under applicable laws.

(c) Section III of this Scheme is and shall be conditional upon and subject to being approved by the requisite majorities in number and value of such classes of persons including the respective members and

secured and unsecured creditors of each of the Demerged Company 2 and the Resulting Company 2, as may be directed by the Court or any other competent authority, as may be applicable; and (ii) being approved by the Securities and Exchange Board of India and the Stock Exchanges, as required under applicable laws

(d) The Scheme being sanctioned by the Court under Sections 391-394 read with Sections 100 - 103 of the 1956 Act and any other applicable provision of the Act.

(e) Certified copies of the orders of the Court sanctioning this Scheme being filed with the RoC by the respective companies.

1.6 EFFECT OF NON-RECEIPT OF APPROVALS

1.6.1 In the event of Section I, Section II or Section III, or any part thereof, of the Scheme not being sanctioned by the Court or such other competent authority, the part not sanctioned shall stand revoked, cancelled and be of no effect, save and except in respect of any further act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided for in the Scheme or as may otherwise arise in law.

1.6.2 The board of directors of the Demerged Company 1/ Resulting Company 2, the Resulting Company 1, the Demerged Company 2/Transferee Company and the Transferor Company, respectively shall be entitled to revoke, cancel and declare the Scheme or any part thereof of no effect and/or to withdraw the Scheme or any part thereof and respective applications/petitions filed with the Court if such boards are of view that the coming into effect of the Scheme or of any part thereof, in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have adverse implication on all/any of the companies or in case any condition or alteration imposed by the Court or any other authority is not on terms acceptable to them.

1.6.3 If any provision of this Scheme is ruled invalid or illegal by the Court, or unenforceable under present or future laws, then it is the intention of the parties to this Scheme that such portion shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such portion shall cause this Scheme to become materially adverse to any party, in which case the parties, through their respective board of directors may either decide to revoke the Scheme or may 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 portion.

1.7 COSTS, CHARGES AND EXPENSES

Each of the Demerged Company 1/Resulting Company 2, the Resulting Company 1, the Transferor Company and the Demerged Company 2/Transferee Company, shall bear all their respective costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto.

1.8 FILING / AMENDMENT OF RETURNS

Each of the Demerged Company 1/Resulting Company 2, the Resulting Company 1, the Transferor Company and the Demerged Company 2/Transferee Company, are expressly permitted to file/revise their income tax, wealth tax, service tax, value added tax, withholding tax and other statutory returns, consequent to the Scheme becoming effective, notwithstanding that the period for filing/ revising such returns may have lapsed. Each of the Demerged Company 1/ Resulting Company 2, the Resulting Company 1, the Transferor Company and the Demerged Company 2/Transferee Company, are expressly permitted to amend tax deduction at source and other statutory certificates and shall have the right to claim refunds, advance tax credits, set offs and adjustments relating to their respective incomes/ transactions from the Demerger Appointed Date 1 or the Demerger Appointed Date 2 or the Amalgamation Appointed Date, as the case may be.

1.9 REPEAL AND SAVINGS

Any act done or direction or order given by the Court under the provisions of the 1956 Act and any further act done by each of the Demerged Company 1/ Resulting Company 2, the Resulting Company 1, the Demerged Company 2/Transferee Company and the Transferor Company, respectively based on such directions or order shall be deemed to be in accordance with and consistent with the provisions of the 2013 Act. Accordingly, the provisions of the 2013 Act, shall not apply to acts done by the Demerged Company 1/ Resulting Company 2, the Resulting Company 1, the Demerged Company 2/Transferee Company and the Transferor Company or as per direction or order of the Court sanctioning the Scheme under the 1956 Act.

SCHEDULE 1

DESCRIPTION OF TRANSFEROR COMPANY

Sr. No.	Particulars	Make/ Size / Acquisition Date	Registration No.	Period	Remarks
A)	Tangible Assets:-				
	Leasehold Land	25/09/07	Sub-Lease of Premises No.2, 7/1 and 8, Rustomji Parsee Road and No.35, Cossipore Road, Kolkata.	30 Years	East Bengal River Steam Service & Engineering Works Workers Co-operative Ind. Society Ltd
	Freehold Land	Details in Annexure on Land Details			Dahej (Gujarat)
	Plant and Equipment:-	2010			Kolkata
	40 KVA DG Set				
	250 KVA DG Set				
	EASAB make MIG/MAG Welding Package Model: Auto K400				
	Two Articulated Hydraulic Crane				
	Two Wire Rope Sling Machine				
	Main Selector Cum Distribution Control panel				
	SDB - Electric panel				
	32 Amps. TPN metal clad Power Plug				
	MCB distribution Board 4 way purchased				
	32 Amps. Metal Clad Power Plug with socket				

	20 Amps. SDN Metal clad power plug				
	L&T Make Welding Machine purchased				
	Main Selector cum Distribution Control Panel				
	Capacitor Panel				
	2.5 ton Capacity Manual Capstan				
	Three Welding Machine Zuper				
	Welding Gauge				
	Elcometer 456				
	Digital Surface Profile Gauge				
	Inspection Mirror				
	Welding Package				
	Electric Bilge/fire pump				
	Electric Bilge Collecting pump				
	Self Priming Fresh Water Pump				
	Emergency Fire Pump				
	Tubular Scaffolding System				
	Hydraulic Jack 50 Ton				
	Hydraulic Guillotine Shearing Machine				
	Diesel Generating Set 63 KVA				
	Stern Anchor Hinge Holding				
	Esab Make Line Cutting Machine with track				
	Angular Grinding Machine				
	Electric Drill Machine with Chain Pulley Block				
	Dial Gauge				
	Magnetic Stand				
	Six Sintex Water Tank of 5000 litres each				
	Chain Pulley Block				
	Welding Machine Auto K 400				
	Furniture and Fixtures	2010			Various Locations
	Vehicles (TATA MOBILE 207)	2009	WB-03C-1648		Farraka
	Computer	2010			Kolkata
	Office equipment:-	2009/2010/2011			Kolkata
	Airconditioner				
	Airconditioner		LG Split A.C.		
	DIGI Cam-Radio				
	Digicam		Sony W530		
B)	Intangible Assets				
	Computer Software	2010			Kolkata

C)	Long term loan and advances:-				
	Jindal ITF Limited	2013-14			
	Jindal Saw Limited (Resulting Company 2)	2014-15; 2015-16			
D)	Current assets including current investments, inventory, trade receivables, cash and bank balances, short-term loans and advances and other current assets				
E)	Long-term borrowings (Transferor Company CCDs):-				
	IFCI Limited	2015-16			
	Jindal Saw Limited (Resulting Company 2)	2015-16			
F)	Current liabilities including short term borrowings, trade payables, other current liabilities and short - term provisions				

Annexure
Land Details

Sr. No.	Survey No.	Location	Area SQM	Area Acres
1.	763	Dahej, Gujarat	6070	1.50
2.	601/1	Dahej, Gujarat	6780	1.68
3.	638	Dahej, Gujarat	18818	4.65
4.	728	Dahej, Gujarat	5868	1.45
5.	752	Dahej, Gujarat	14670	3.62
6.	86 A+B	Dahej, Gujarat	45113	11.15
7.	27	Dahej, Gujarat	7487	1.85
8.	5	Dahej, Gujarat	4654	1.15
9.	16	Dahej, Gujarat	9510	2.35
10.	97	Dahej, Gujarat	38142	9.42
11.	75	Dahej, Gujarat	13254	3.28
12.	76	Dahej, Gujarat	12849	3.17
13.	9	Dahej, Gujarat	23371	5.77
14.	19	Dahej, Gujarat	5969	1.47
15.	78/1	Dahej, Gujarat	8802	2.17
16.	6	Dahej, Gujarat	6171	1.52
17.	172	Dahej, Gujarat	5766	1.42
18.	155	Dahej, Gujarat	2226	0.55
19.	54/2	Dahej, Gujarat	6880	1.70
20.	85	Dahej, Gujarat	26102	6.45
21.	193	Dahej, Gujarat	23959	5.92
22.	46	Dahej, Gujarat	1315	0.32
23.	68	Dahej, Gujarat	21550	5.32

24.	43	Dahej, Gujarat	5261	1.30
25.	180	Dahej, Gujarat	1315	0.32
26.	161/1	Dahej, Gujarat	15411	3.81
27.	1	Dahej, Gujarat	36725	9.07
28.	72-A	Dahej, Gujarat	56675	14.00
29.	192 A+B	Dahej, Gujarat	41147	10.17
30.	81	Dahej, Gujarat	8498	2.10
31.	31	Dahej, Gujarat	36928	9.12
32.	38 A-B	Dahej, Gujarat	8347	2.06
33.	83 A-B	Dahej, Gujarat	81342	20.10
34.	51	Dahej, Gujarat	8296	2.05
35.	17	Dahej, Gujarat	11938	2.95
36.	41	Dahej, Gujarat	3339	0.83
37.	44	Dahej, Gujarat	2833	0.70
38.	42	Dahej, Gujarat	2833	0.70
39.	45	Dahej, Gujarat	1214	0.30
40.	182	Dahej, Gujarat	1012	0.25
41.	48	Dahej, Gujarat	3743	0.92
42.	179	Dahej, Gujarat	1518	0.38
43.	47	Dahej, Gujarat	2732	0.68
44.	178	Dahej, Gujarat	5160	1.28
45.	181	Dahej, Gujarat	911	0.23
46.	176	Dahej, Gujarat	1315	0.32
47.	177	Dahej, Gujarat	1012	0.25
48.	63	Dahej, Gujarat	6981	1.72
49.	73 A	Dahej, Gujarat	3043	0.75
50.	78/2	Dahej, Gujarat	8802	2.17
51.	91	Dahej, Gujarat	9713	2.40
52.	93	Dahej, Gujarat	5059	1.25
53.	15	Dahej, Gujarat	8797	2.17
54.	14	Dahej, Gujarat	6779	1.68
55.	49	Dahej, Gujarat	6475	1.60
56.	60	Dahej, Gujarat	6576	1.62
57.	171	Dahej, Gujarat	10320	2.55
58.	6	Dahej, Gujarat	6171	1.52
59.	154	Dahej, Gujarat	8296	2.05

SCHEDULE 2
DESCRIPTION OF DEMERGED UNDERTAKING 2
(AFTER GIVING EFFECT TO SECTION II)

Sr. No.	Particulars	Make	IMO No	Gross Ton-nage	Remarks
A)	Tangible Assets:-				
	Jindal Kamakshi	2008	9528419	7460	In-dian Flag Ship
	Jindal Meenakshi	2009	9528407	7460	In-dian Flag Ship
	Jindal Tarini	2005	9318400	4123	Panama Flag Ship
	Jindal Varuna	2007	9411458	4422	Panama Flag Ship
	Containers	2008/09/12/13			Various Locations
	Computers	2008/09/11/14			Various Locations
B)	Intangible Assets:-				
	Computer Soft-ware				Various Locations
C)	Long term loans and advances:-				
	Capital advances				
	Security deposits				
	Advance to JITF Shipping & Logistics (Singapore) Pte Ltd.				
D)	Current assets including movable assets, current investments, inventory, trade receivables, cash and bank balances, short term loans and advances and other current assets				
E)	Long-term borrowings:-				
	ICICI Bank Limited				
	IFCI Limited (Transferee Company CCDs)				
	Jindal Saw Limited (Transferee Company CCDs)				
	Hexa Tradex Limited				
	Provision for premium on redemption of Transferee Company CCDs				
F)	Current liabilities including short term borrowings, trade payables and other current liabilities and short term provisions				

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Submitted to

JINDAL SAW LIMITED

FAIRNESS OPINION REPORT

On

Share Entitlement Ratio Report for the proposed (i) demerger of the infrastructure business of Jindal Saw Limited undertaken inter alia through its subsidiaries into JITF Infralogistics Limited; (ii) Amalgamation of JITF Shipyards Limited into JITF Waterways Limited; and (iii) demerger of the ocean waterways transportation business of JITF Waterways Limited undertaken inter alia through its subsidiaries into Jindal Saw Limited, from Khandelia & Sharma, Chartered Accountants ("KS-CA")

BY

M/s SPA Capital Advisors Limited

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November 10, 2015

SPA
THE FINANCIAL ADVISORS
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To,
The Board of Directors
Jindal Saw Limited
12, Jindal Centre
Bhikaji Cama Place
New Delhi - 110 066

RE: Share Entitlement Ratio Report for the proposed (i) demerger of the infrastructure business *inter alia* through subsidiaries of Jindal Saw Limited into JITF Infralogistics Limited; (ii) Amalgamation of JITF Shipyards Limited into JITF Waterways Limited; and (iii) demerger of the ocean waterways transportation business *inter alia* through subsidiaries of JITF Waterways Limited into Jindal Saw Limited, from Khandelia & Sharma, Chartered Accountants (KS-CA)

PURPOSE

We have been engaged to give fairness opinion on Share Entitlement Ratio Report for the proposed (i) demerger of the infrastructure business inter alia through subsidiaries of Jindal Saw Limited (hereinafter referred to as the "Demerged Company 1" / "Resulting Company 2") into JITF Infralogistics Limited (hereinafter referred to as the "Resulting Company 1"); (ii) Amalgamation of JITF Shipyards Limited (hereinafter referred to as the "Transferor Company") into JITF Waterways Limited (hereinafter referred to as the "Transferee Company" / "Demerged Company 2"); and (iii) demerger of the ocean waterways transportation business inter alia through subsidiaries of JITF Waterways Limited into Jindal Saw Limited, from Khandelia & Sharma, Chartered Accountants (KS-CA). This report should be read in conjunction with Share Entitlement Ratio Report dated November 10, 2015 issued by KS-CA.

BACKGROUND

Jindal Saw Limited is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh - 281403. The Demerged Company 1 has diverse business interests in the manufacturing of steel pipe and steel pellets and infrastructure businesses.

JITF Infralogistics Limited is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh - 281403. The Resulting Company 1 is a wholly owned subsidiary of the Demerged Company 1 and has been incorporated for logistics business.

JITF Shipyards Limited is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh - 281403. The Transferor Company is a wholly owned subsidiary of Demerged Company 1. The Transferor Company is engaged in the business of ocean waterways transportation business.

JITF Waterways Limited is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh- 281403. The Transferee Company has diverse business interests in the ocean waterways transportation businesses and is a wholly owned subsidiary of the Transferor Company.

COMPOSITE SCHEME OF ARRANGEMENT

The proposed Composite Scheme of Arrangement (hereinafter referred to as the "Scheme") is comprising of three parts:

Part I

With a view to achieving greater management focus on its business interests in the manufacturing of steel pipes and steel pellets, the management of the Demerged Company 1 proposes to demerge its business interests in the infrastructure sector comprising of the Demerged Undertaking 1, and vest the same with the Resulting Company 1 (a wholly owned subsidiary of Demerged Company 1). The Demerged Company 1 will retain the manufacturing of steel pipes and steel pellets businesses. Further, the demerger of the Demerged Undertaking 1 and vesting of the same with Resulting Company 1 would enable the Resulting Company 1 to focus on infrastructure business and further create the value for all of its stakeholders. Further, the listing of the equity shares of Resulting Company 1 on the Stock Exchanges (as defined hereinafter) would help the shareholders of Resulting Company 1 to unlock the value of their shares. Pursuant to the demerger of Demerged Undertaking 1 and vesting of the same in the Resulting Company 1, issued and paid-up equity share capital of the Resulting Company 1 would be reduced as a result of cancellation of the shares held by the Demerged Company 1 in the Resulting Company 1 and the securities premium account of the Resulting Company 1 shall be reduced to set off the accumulated accounting losses (if any) relating to the Demerged Undertaking 1 that have been transferred to the Resulting Company 1 pursuant to Section I of the Scheme. Further, pursuant to the demerger of Demerged Undertaking 1 and vesting of the same in the Resulting Company 1, capital redemption reserve, capital reserve and the securities premium account, of the Demerged Company 1 shall be reduced to set off the losses (if any) arising as a

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result of the demerger of the Demerged Undertaking 1 from the Demerged Company 1 to the Resulting Company 1. The definitions of Demerged Undertaking 1 and Demerged Business 1 are as provided under the Scheme.

As per the Scheme, Resulting Company 1 will issue its equity shares to the respective shareholders of Demerged Company 1 as a consideration for the demerger of Demerged Undertaking 1 as per share entitlement ratio. Upon coming into effect of the Scheme, and in consideration of the demerger of the Demerged Undertaking 1 and transfer and vesting thereof with the Resulting Company 1, the Resulting Company 1 shall, without any further act or deed and without any further payment, issue and allot equity shares to the equity shareholders of the Demerged Company 1, as on the Demerger 1 Record Date and compulsorily convertible debentures to the holders of compulsorily convertible debentures, as on the Demerger 1 Record Date, as follows:

"50 equity share of Rs. Two each as fully paid up in JITF Infralogistics Limited for every 622 equity share of Rs. Two each held in Jindal Saw Limited; and

50 Compulsorily Convertible Debentures having coupon rate of 0% of Rs. 81.10 (Eighty one and paise ten only) each as fully paid up in JITF Infralogistics Limited for every 622 Compulsorily Convertible Debentures having coupon rate of 0% of Rs. 81.10 (Eighty one and paise ten only) each held in Jindal Saw Limited."

Part II

It is proposed, inter alia, to amalgamate the Transferor Company with the Transferee Company, on the Amalgamation Appointed Date), reduce the securities premium account (if required) of the Transferee Company, dissolution without winding up of the Transferor Company and change the name of the Transferee Company, pursuant to and under Sections 391 to 394 read with Sections 100- 103 of the 1956 Act and

other relevant provisions of the Act, in the manner provided for in Section II of the Scheme.

The amalgamation of the Transferor Company with the Transferee Company pursuant to and in accordance with this Scheme shall be in accordance with Section 2(1B) of the IT Act.

As per the Scheme, Transferee Company will issue its equity shares to the respective shareholders of Transferor Company as a consideration for the amalgamation of Transferor Company into Transferee Company as per share entitlement ratio. Transferee Company is a step down wholly owned subsidiary of Demerged Company 1 and by giving effect to Part II of the Scheme, it will become a direct wholly owned subsidiary of Demerged Company 1. Hence the share entitlement ratio is calculated based on the paid up share capital of the Transferor Company and Transferee Company so that the number of shares issued by Transferee Company is equivalent to the existing number of equity shares of Transferee Company. Upon coming into effect of the Scheme, and in consideration of the amalgamation of Transferor Company into Transferee Company, the Board of Transferee Company shall, without any further act or deed and without any further payment, issue and allot equity shares to the equity shareholders of the Demerged Company 1, as on the Amalgamation Record Date and compulsorily convertible debentures to the holders of compulsorily convertible debentures, as on the Amalgamation Record Date, as follows:

"26.987 (Twenty Six and Nine Hundred Eighty Seven thousandths only) equity share of Rs. Ten each as fully paid up in JITF Waterways Limited for every 10 equity share of Rs. Ten each held in JITF Shipyards Limited; and

1 Compulsorily Convertible Debenture having coupon rate of 9.25% of face value Rs. Ten crores (Rs. 10,00,00,000) each as fully paid up in JITF Waterways Limited for

every 1 Compulsorily Convertible Debenture having coupon rate of 9.25% of face value of Rs. Ten crores (Rs. 10,00,00,000) each held in JITF Shipyards Limited."

Part III

In terms of Section III of this Scheme, it is proposed, inter alia, to demerge the Demerged Undertaking 2 (as defined hereinafter) of the Demerged Company 2, and vest the same with the Resulting Company 2, reduce the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2, reduce the capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2, with effect from the Demerger Appointed Date 2 (as defined hereinafter) pursuant to and under Sections 391 to 394 read with Section 100 – 103 of the 1956 Act and/or other relevant provisions of the Act and the rules and regulations framed thereunder, in the manner provided for in Section III of the Scheme.

The demerger of the Demerged Undertaking 2 of the Demerged Company 2 and vesting of the same with the Resulting Company 2 pursuant to and in accordance with this Scheme shall be in accordance with Section 2(19AA) of the IT Act (as defined hereinafter). The definitions of Demerged Undertaking 2 and Demerged Business 2 are as provided under the Scheme.

Statement of Limiting Conditions: The Final Report has been prepared for the internal and exclusive use of Jindal Saw Limited in support of the decisions to be taken by it, the Resulting Company and the Transferee Companies. Therefore, the Final Report may not be disclosed, in whole or in part, to any third party or used for any purpose whatsoever other than those indicated in the Engagement and in the

Final Report itself, provided that the Final Report may be transmitted to the experts appointed in compliance with the law and its content may be disclosed publicly where required by regulations of the Indian authorities. Any other use, in whole or in part, of the Final Report will have to be previously agreed and authorised in writing by SPA Capital Advisors Limited (SPA). In preparing the Final Report, SPA has relied upon and assumed, without independent verification, the truthfulness, accuracy and completeness of the information and the financial data provided by Jindal Saw Limited. SPA has therefore relied upon all specific information as received and declines any responsibility should the results presented be affected by the lack of completeness or truthfulness of such information. Publicly available information deemed relevant for the purpose of the analyses contained in the Final Report has also been used. Therefore the Final Report is based on: (i) our interpretation of the information which Jindal Saw Limited, as well as their representatives and advisers, have supplied to us to date; (ii) our understanding of the terms upon which Jindal Saw Limited intends to consummate and implement the Scheme. In the execution of the Engagement, SPA has elaborated its own analysis based on the methodologies illustrated below, reaching the conclusions contained in the final paragraph of this Final Report.

The conclusions described in the Final Report have been prepared with the sole purpose of determining fairness of share entitlement ratio of the Demerged Undertakings and the amalgamation of companies, for the purpose of proposed Scheme of Arrangement; the values contained in this Final Report have no relevance for purposes other than that stated. The Final Report and the Opinion concern exclusively for the purpose of proposed Scheme do not constitute an opinion by SPA as to the absolute value of the shares of Jindal Saw Limited.

SPA Capital Advisors Limited New Delhi

The conclusions contained in this Final Report are based on the whole of the valuations contained herein and therefore no part of the Final Report may be used apart from the document in its entirety.

The Final Report and the Opinion are necessarily based on economic, market and other conditions as on the date of valuation, and the written and oral information made available to us until November 10, 2015. It is understood that subsequent developments may affect the conclusions of the Final Report and of the Opinion and that, in addition, SPA has no obligation to update, revise, or reaffirm the Opinion.

In addition, SPA is expressing no opinion as to the price at which any securities of Jindal Saw Limited will trade on the stock market at any time. Other factors after the date hereof may affect the value of the businesses of Jindal Saw Limited either before or after completion of the event. No opinion is expressed by SPA whether any alternative scheme might have been more beneficial to Jindal Saw Limited. It also remains understood that SPA or certain SPA affiliates may currently have and may in the future have commercial banking, investment banking, trust and other relationships and/or engagements with entities which may have interests with respect to Jindal Saw Limited, or companies directly or indirectly, controlled by, affiliated with Jindal Saw Limited or in which Jindal Saw Limited holds securities. Finally, it remains understood that SPA or certain SPA affiliates may have fiduciary or other relationships and engagements whereby SPA or certain SPA affiliates may exercise voting power over securities of various persons, which securities may from time to time include securities of Jindal Saw Limited, or companies directly or indirectly controlled by, affiliated with Jindal Saw Limited, or in which Jindal Saw Limited holds securities, or other parties with an interest in the Scheme.

COMMON APPROACHES TO VALUATION

Income Approach

The *Income Approach* measures the value of an asset by calculating the present value of its future economic benefits. When used to determine *Business value*, the *Income Approach* develops an indication of value by discounting forecasted cash flows to their present value at a rate of return that incorporates the risk-free rate for the use of funds plus the expected rate of inflation and the risks associated with the particular investment. The discount rate applied to these expected cash flows is generally based upon rates of return available from alternative investments of similar type and quality. Another discounting method calculates the company's *Weighted Average Cost of Capital ("WACC")* from its cost of debt and cost of equity. Forecasts typically cover three to five years, but the reliability of forecasts for valuation purposes in early stage enterprises depends upon many factors, such as the company's vulnerability to advances in technology, actions by competitors, changes in end-user requirements, & the availability of financing. Selecting the forecast period required our judgment.

The *Income Approach* works best when development stage companies have progressed to Stage five. Typically, companies in prior stages have limited operating histories and cash flow forecasts. Using the *Income Approach* when a company has not achieved profitability or positive cash flow, and therefore has negative flows/losses during some or all of the forecast years, results in an *equity Value* that consists mostly (if not entirely) of the *Terminal Value ("TV"* is the estimate of the *Company's* future value at the end of the forecast period).

Market Approach

The *Market Approach* measures the value of an asset through an analysis of recent sales of comparable property compared to the property being valued. When applied to the valuation of an equity interest, consideration is given to the financial condition and operating performance of the subject company compared to either publicly traded companies with similar lines of business or recent corporate acquisitions (*"Guideline Companies"*). Typically, the companies selected for comparison are subject to economic, political, competitive, and technological factors that correspond with those confronting the *Company*.

The *Market Approach* is conceptually preferable to the other two approaches both because it uses direct comparisons to similar enterprises and because the analysis is based upon actual market transactions. However, comparables that fit perfectly rarely exist. Privately held companies are compared to publicly traded ones that are typically further along in their stage of development, have superior access to capital, and have common stock that is readily marketable. Often historical results of public companies are being compared to projected results for the private company being valued. In order to reflect these differences, data from the *Guideline Companies* must be appropriately adjusted.

Asset Approach

The *Asset Approach* measures the value of an asset by the cost to reconstruct or replace it with another of like utility. When applied to the valuation of equity interests in businesses, value is based on the net aggregate *fair market value* of the entity's underlying assets.

This approach basically entails a restatement of the balance sheet of the enterprise in which the *fair market value* of its assets and liabilities are substituted for their book

values. This approach is frequently used to value holding companies or capital-intensive firms. It is typically not an appropriate valuation approach for growing operating companies which provide goods or services and which have significant intangible value. The same may be considered in conjunction with other approaches with lower weight age.

Sources of Information: The valuation was performed as per following information:

- Draft Composite Scheme of Arrangement
- Share entitlement ratio report dated 10th November, 2015 by Khandelia & Sharma, chartered accountants
- Information and Explanation given by management as used for valuation

SUMMARY OF SHARE ENTITLEMENT RATIO PERFORMED BY KS-CA

METHODOLOGY ADOPTED

Net Asset Value Method:

KS-CA has used Net Asset Value Method for arriving share entitlement ratio for demerger of the infrastructure business *inter alia* through subsidiaries of Jindal Saw Limited into JITF Infralogistics Limited. Further, KS-CA has used the ratio of the paid up share capital of JITF Shipyards Limited and JITF Waterways Limited for arriving share entitlement ratio for amalgamation of JITF Shipyards Limited into JITF Waterways Limited.

Share Entitlement ratio suggested by KS-CA,

Part I

"50 equity share of Rs. Two each as fully paid up in JITF Infralogistics Limited for every 622 equity share of Rs. Two each held in Jindal Saw Limited; and

50 Compulsorily Convertible Debentures having coupon rate of 0% of Rs. 81.10 (Eighty one and paise ten only) each as fully paid up in JITF Infralogistics Limited for every 622 Compulsorily Convertible Debentures having coupon rate of 0% of Rs. 81.10 (Eighty one and paise ten only) each held in Jindal Saw Limited."

Part II

"26.987 (Twenty Six and Nine Hundred Eighty Seven thousandths only) equity share of Rs. Ten each as fully paid up in JITF Waterways Limited for every 10 equity share of Rs. Ten each held in JITF Shipyards Limited; and

1 Compulsorily Convertible Debenture having coupon rate of 9.25% of face value Rs. Ten crores (Rs. 10,00,00,000) each as fully paid up in JITF Waterways Limited for every 1 Compulsorily Convertible Debenture having coupon rate of 9.25% of face value of Rs. Ten crores (Rs. 10,00,00,000) each held in JITF Shipyards Limited."

Part III

Since JITF Waterways Limited will become wholly owned subsidiary of Jindal Saw Limited, no shares are to be issued.

CONCLUSION

Subject to the assumptions presented herein, in our opinion the Share Entitlement Ratio derived by KS-CA is fair considering circumstances and purpose of valuation.

We believe that the above share entitlement ratio is fair and reasonable considering that all the shareholders of Jindal Saw is and will, upon demerger, be the ultimate beneficial owners of the JITF Infralogistics Limited.

JITF Waterways is a step down wholly owned subsidiary of Jindal Saw and by giving effect to Part II of the Scheme, JITF Waterways will become a direct wholly owned subsidiary of Jindal Saw. Hence the share entitlement ratio is fair.

Since Demerged Company 2 will become wholly owned subsidiary of Resulting Company 2 after giving effect to Part II of the Scheme, based on the information above and the Scheme made available to us and to the best of our knowledge and belief, the demerger proposed is fair.

for SPA Capital Advisors Limited
(SEBI Reg. No. INM 000010825)

(Sourabh Garg)
Vice President

SPA Capital Advisors Limited New Delhi

(Khushboo Tanwar)
Manager

Complaints Report as on 4th December, 2015.

Part A

Sr. No.	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by Stock Exchange	Nil
3.	Total Number of complaints/comments received (1+2)	Nil
4.	Number of complaints resolved	N.A.
5.	Number of complaints pending	N.A.

Part B

Sr. No.	Name of complainant	Date of complaint	Status (Resolved/Pending)
1.	N.A.		

JINDAL SAW LIMITED ★ NEW DELHI ★

NATIONAL STOCK EXCHANGE OF INDIA LIMITED

NIFTY 50 Stock of the nation

Ref: NSE/LIST/59989

February 04, 2016

The Company Secretary
Jindal Saw Limited
Jindal Center,
12, Bhikaiji Cama Place,
extension no. 2220
New Delhi - 110066

Kind Attn.: Mr. Sunil Jain

Dear Sir,

Sub.: Observation Letter for draft Composite Scheme of Arrangement among Jindal Saw Limited ("the Company"), JITF Infralogistics Limited, JITF Shipyards Limited, JITF Waterways Limited and their respective shareholders and creditors.

This has reference to captioned scheme submitted to NSE vide your letter dated November 10, 2015.

Based on our letter Ref: NSE/LIST/54314 submitted to SEBI and pursuant to SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013 and SEBI Circular no. CIR/CFD/DIL/8/2013 dated May 21, 2013, SEBI has vide letter dated February 03, 2016, has given following comments on the draft Scheme of Arrangement:

"a. The company shall ensure that additional information, if any, submitted by the company, after filing the scheme with the stock exchange, is displayed from the date of receipt of this letter on the websites of the listed company.
b. The company shall duly comply with various provisions of the Circulars."

We hereby convey our 'No-objection' with limited reference to those matters having a bearing on listing/ delisting/ continuous listing requirements within the provisions of the Listing Agreement, so as to enable the Companies to file the Scheme with Hon'ble High Court.

However, the listing of equity shares of JITF Infralogistics Limited on the National Stock Exchange India Limited shall be subject to SEBI granting relaxation under Rule 19(2) (b) of the Securities Contract (Regulation) Rules, 1957. Further, JITF Infralogistics Limited shall comply with SEBI Act, Rules, Regulations, directions of the SEBI and any other statutory authorities and Rules, Byelaws and Regulations of the Exchange.

The Company should also fulfill the Exchange's criteria for listing of such company and also comply with other applicable statutory requirements. However, the listing of shares of JITF Infralogistics Limited is at the discretion of the Exchange.

The listing of JITF Infralogistics Limited pursuant to the Scheme of Arrangement shall be subject to SEBI approval & Company satisfying the following conditions:

Exchange Plaza, Bandra Kurla Complex, Bandra (E), Mumbai 400051, India. • Tel: +91 22 26598235/36, 26598346 • Fax: +91 22 26598237/38
E-mail : cmlist@nse.co.in • Web site: www.nseindia.com

To submit the Information Memorandum containing all the information about JITF Infralogistics Limited and its group companies in line with the disclosure requirements applicable for public issues with NSE for making the same available to the public through website of the companies.

To publish an advertisement in the newspapers containing all the information about JITF Infralogistics Limited in line with the details required as per SEBI circular no. SEBI/CFD/DIL/5/2013 dated February 4, 2013. The advertisement should draw a specific reference to the aforesaid Information Memorandum available on the website of the company as well as NSE.

To disclose all the material information about JITF Infralogistics Limited to NSE on the continuous basis so as to make the same public, in addition to the requirements, if any, specified in Listing Agreement for disclosures about the subsidiaries.

The following provision shall be incorporated in the scheme:

"The shares allotted pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange."
"There shall be no change in the shareholding pattern or control in JITF Infralogistics Limited between the record date and the listing which may affect the status of this approval."

The Exchange reserves its rights to raise objections at any stage if the information submitted to the Exchange is found to be incomplete/ incorrect/ misleading/ false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines / Regulations issued by statutory authorities.

The validity of this "Observation Letter" shall be six months from February 04, 2016, within which the Scheme shall be submitted to the Hon'ble High Court. Further pursuant to the above cited SEBI circulars upon sanction of the Scheme by the Hon'ble High Court, you shall submit to NSE the following:

a. Copy of Scheme as approved by the High Court;
b. Result of voting by shareholders for approving the Scheme;
c. Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme;
d. Status of compliance with the Observation Letter/s of the stock exchanges;
e. The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
f. Complaints Report as per Annexure II of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013.

Yours faithfully,
For National Stock Exchange of India Limited

Kamlesh Patel
Manager

This Document is Digitally Signed

P.S.: Checklist of all the further issues is available on website of the exchange at the following URL http://www.nseindia.com/content/equities/eq_checklist.htm"

NSE
Signer: Patel Kamlesh Nagjibhai
Date: Thu, Feb 4, 2016 12:59:46 GMT+05:30
Location: NSE

DCS/AMAL/MN/24(f)/294/2015-18
February 4, 2016

The Company Secretary
Jindal Saw Limited
A-1, Nandgaon Road,
UPSIDC Industrial Area, Kosi Kalan ,
Mathura ,Uttar Pradesh ,281403.

Sub: Observation letter regarding the Draft Scheme of Arrangement involving Jindal Saw Ltd, JITF Infralogistics Ltd, JITF Shipyards Ltd, JITF Waterways Ltd

We are in receipt of Draft Scheme of Arrangement involving Jindal Saw Ltd, JITF Infralogistics Ltd, JITF Shipyards Ltd, JITF Waterways Ltd.

As required under SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013 & SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013; SEBI vide its letter dated February 3, 2016 has inter alia given the following comment(s) on the draft scheme of arrangement:

- ***"Company shall duly comply with various provisions of the Circulars."***
- ***"Company to ensure that additional information, if any, submitted by the Company, after filling the scheme with the stock exchange, from the date of receipt of this letter is displayed on the website of the listed company."***

Accordingly, based on aforesaid comment offered by SEBI, the company is hereby advised:

- To duly comply with various provisions of the circulars
- To provide additional information, if any, (as stated above) along with various documents to the Exchange for further dissemination on Exchange website.
- To ensure that additional information, if any, (as stated aforesaid) along with various documents are disseminated on their (company) website

In light of the above, we hereby advise that we have no adverse observations with limited reference to those matters having a bearing on listing/de-listing/continuous listing requirements within the provisions of Listing Agreement, so as to enable the company to file the scheme with Hon'ble High Court.

However, the listing of equity shares of JITF Infralogistics Ltd on the BSE Limited, shall be subject to SEBI granting relaxation under Rule 19(2)(b) of the Securities Contract (Regulation) Rules, 1957 and compliance with the requirements of SEBI circular. No .CIR/CFD/DIL/5/2013 dated February 4, 2013 & SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013. Further, JITF Infralogistics Ltd shall comply with SEBI Act, Rules, Regulations, directions of the SEBI and any other statutory authority and Rules, Byelaws, and Regulations of the Exchange.

The Company shall fulfill the Exchange's criteria for listing the securities of such company and also comply with other applicable statutory requirements. However, the listing of shares of JITF Infralogistics Ltd is at the discretion of the Exchange. In addition to the above, the listing of JITF Infralogistics Ltd pursuant to the Scheme of Arrangement shall be subject to SEBI approval and the Company satisfying the following conditions:

1. To submit the Information Memorandum containing all the information about JITF Infralogistics Ltd and its group companies in line with the disclosure requirements applicable for public issues with BSE, for making the same available to the public through the website of the Exchange. Further, the company is also advised to make the same available to the public through its website.

Auditor's Report

The Board of Directors,
JINDAL SAW LIMITED
A-1, UPSIDC Industrial Area,
Nandgaon Road, Kosi Kalan,
Uttar Pradesh – 281403

Limited Review Report–Reference Balance Sheet as at 1st April, 2015.

We have reviewed the accompanying statement of unaudited reference Balance Sheet as at 1st April, 2015 of **JINDAL SAW LIMITED** ("the Company"), being prepared for the purpose of Composite Scheme of Arrangement for Demerger of Investment in Infrastructure Sector from the Company to JITF Infralogistics Limited as per Section I of the Scheme and Demerger of Ocean Waterways Business from the JITF Shipyards Limited into the Company as per Section III of the Scheme. Balance Sheet as at 31st March, 2015 depicts the State of Affairs of the Assets and Liabilities prior to effect of Section I and Section III of the Schemeand reference Balance Sheet as at 1st April, 2015 depicts the State of Affairs of Assets and Liabilities after Demerger of Infrastructure business from the company and Demerger of Ocean Waterways business into the company. This statement is the responsibility of the Company's Management and has been approved by the Board of Directors~~/committee of Board of Directors~~. Our responsibility is to issue a report on these financial statements based on our review.

The aforesaid reference Balance Sheet is made specifically for the purpose of Composite Scheme of Arrangement between Jindal Saw Limited and JITF Infralogistics Limited as per Section I of the scheme and Jindal Saw Limited and JITF Waterways Limited as Per Section III of the Scheme.Therefore, figures for the corresponding previous period ended 31st March, 2014 as required under Indian Accounting Standard for Interim Financial Reporting notified by Ministry of Corporate Affairs, has not been made and furnished.

We conducted our review in accordance with the Standard on Review Engagements (SRE) 2410, "Review of Interim financial information performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement(s). A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Emphasis of Matter

Attention is drawn to the followings:

Loans and advances to subsidiary company i.e.JITF Shipping and Logistics (Singapore) Pte. Ltd of Rs.5311.38 Lacs is considered good and fully realizable/recoverable in the opinion of management, for the period covered by this report.

Based on our review conducted as stated above, nothing has come to our attention that causes us to believe that the accompanying statement of reference Balance Sheet as at 1stApril, 2015 prepared in accordance with the Indian Accounting Standards issued under the Companies (Indian Accounting Standards) Rules, 2015 which continue to apply as per section 133 of the Companies Act, 2013 and other recognized accounting practices and policies, has not disclosed the information required to be disclosed, or that it contains any material misstatement

For N.C. Aggarwal & Co.
Chartered Accountants
Firm Registration No. 003273N

Place :New Delhi
Dated : 8th Februray,2016

(G.K. Aggarwal)
Partner
M.No.086622

JINDAL SAW LIMITED

Unaudited IND AS Reference Balance Sheet as at April 1, 2015 Pursuant to Composite Scheme of Arrangement

Particulars	Note No.	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
I. EQUITY AND LIABILITIES			
(1) Equity			
(a) Equity Share capital	1	5,800.74	5,800.74
(b) Other equity			
(i) Equity component of other financial instruments	2	33,772.15	24,104.69
(ii) Retained Earnings	2	147,337.84	147,337.84
(iii) Reserves			
1.1 Reserves representing unrealised gains/losses	2	(647.04)	(647.04)
1.2 Other Reserves	2	335,760.82	386,987.37
(2) Non-Current Liabilities			
(a) Financial Liabilities			
(i) Long-Term Borrowings	3	201,210.45	179,582.90
(b) Long -Term Provisions	4	4,855.81	4,848.38
(c) Deferred Tax Liabilities (Net)	5	31,747.50	46,469.44
(d) Other non-current Liabilities	6	10,262.98	10,262.98
(3) Current Liabilities			
(a) Financial Liabilities			
(i) Short-Term Borrowings	7	245,415.63	245,415.63
(ii) Trade Payables	8	60,145.70	56,874.97
(b) Other Current Liabilities	9	95,953.18	91,248.37
(c) Short-Term Provisions	10	382.82	382.17
Total		**1,171,998.56**	**1,198,668.44**
II. ASSETS			
(1) Non Current Assets			
(a) Property, Plant and Equipment	11	547,624.59	530,079.49
(b) Capital Work-In-Progress		42,158.93	42,158.93
(c) Intangible Assets	11	651.61	651.61
(d) Financial Assets			
(i) Non Current Investments	12	24,043.38	68,557.78
(ii) Long -Term Loans and Advances	13	27,100.65	21,789.27
(e) Other Non-Current Assets	14	3,849.42	8,682.40
(2) Current Assets			
(a) Inventories	15	213,325.60	212,695.84
(b) Financial assets			
(a) Current investments	16	27,300.00	27,300.00
(c) Trade Receivables	17	157,520.93	149,943.72
(d) Cash and Bank Balances	18	19,411.36	18,237.25
(e) Short -Term Loans and Advances	19	105,463.79	115,613.73
(c) Assets for Current Tax (Net)		3,120.96	2,531.07
(d) Other Current Assets	20	427.35	427.35
Total		**1,171,998.56**	**1,198,668.44**

Note: Reference Balance Sheet prepared under Indian Accounting Standards (Ind AS) from the transition date 1st April 2014 and for the year ended 31st March 2015 solely for the use of the Company for Filing with Hon'ble High Court of Allahabad (Uttar Pradesh) and other regulatory authority in connection with the proposed Composite Scheme of Arrangement of the Company.

As per our report of even date attached

For N.C. Aggarwal & Co.
Chartered Accountants
Firm Registration No. 003273N

G.K.Aggarwal
PARTNER
M.No. 086622

Neeraj Kumar
Group CEO &
Whole-time Director
DIN : 01776688

Sunil K.Jain
Company Secretary
M.No. FCS 3056

Sminu Jindal
Managing Director
DIN : 00005317

Narendra Mantri
Head Commercial &
Chief Financial Officer

Place : New Delhi
Dated : 8th February, 2016

JINDAL SAW LIMITED

Statement of Change in Equity of Reference Balance Sheet as at April 1, 2015

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
1. Equity Share Capital		
Authorised		
(i) 500,000,000 Equity Shares of Rs. 2/- each	10,000.00	10,000.00
(ii) 10,000,000 Redeemable Non Convertible Cumulative Preference shares of Rs. 100/- each	10,000.00	10,000.00
	20,000.00	**20,000.00**
Issued		
290,039,185 (previous year 276,230,771) Equity Shares of Rs. 2/- each	5,800.78	5,800.78
	5,800.78	**5,800.78**
Subscribed and Fully Paid-Up		
290,035,185 (previous year 276,226,771) Equity Shares of Rs. 2/- each	5,800.70	5,800.70
Add: Forfeited 4,000 Equity Shares of Rs. 2/- each (Partly paid up Rs. 1/- each)	0.04	0.04
Total Equity Share capital	**5,800.74**	**5,800.74**
Balance at the beginning of the reporting period Balance	5,524.58	5,524.58
Changes in equity share capital during the year	276.16	276.16
Balance at the end of the reporting period	**5,800.74**	**5,800.74**
(a) Reconciliation of the number of shares:		
Equity Shares		
Shares outstanding as at the beginning of the year	276,226,771	276,226,771
Add : 138,08,414 Equity Shares of Rs. 2/- each issued during the year	13,808,414	13,808,414
Add: Issue of Bonus Shares		
Shares outstanding as at the end of the year	**290,035,185**	**290,035,185**

(b) Details of shareholders holding more than 5% shares in the company:

Name of Shareholders	No. of shares 31.3.2015	% of holding as at
Nalwa Sons Investments Limited	53,550,000	18.46
Sigmatech Inc	30,120,000	10.38
Danta Enterprises Private Limited	23,572,150	8.13
Reliance Capital Trustee Company Limited A/c Reliance Growth Fund	14,614,778	5.04
Total	**121,856,928**	**42.01**

(c) Aggregate number of bonus shares issued, shares issued for consideration other than cash and bought back shares during the period of five years immediately preceding the reporting date: NIL

(d) 3,250 Equity Shares have been held in abeyance as a result of attachment orders by Govt. authorities, lost shares certificates and other disputes.

(e) Terms/Rights attached to Equity Shares
The Company has only one class of equity shares having a par value of Rs. 2/- per equity share. Each equity shareholder is entitled to one vote per share.

(f) The Company allotted 435,30,596, 0% Compulsorily Convertible Debentures (CCDs) on preferential basis under the SEBI ICDR Regulations to the promoters group entity @ Rs. 81.10 per CCD. Out of these CCDs, 1,38,08,414 CCDs have been converted into equal number of equity shares of Rs. 2 each on 25th March, 2015. The remaining CCDs shall be converted into two trenches as follows:-

i) 1,44,98,696 number of CCDs would be converted into equal number of equity shares of Rs. 2 each any time during 1st April, 2015 to 31st March, 2016; and

ii) 1,52,23,486 number of CCDs shall be converted into equal number of equity shares of Rs. 2 each during the month of April, 2016.

g) 8 nos of 9.25% CCD of face vaue of Rs. 1000 Lacs each transferred pursuant to composite scheme of arrangement.

JINDAL SAW LIMITED

Statement of Change in Equity as at April 1, 2015 of Reference Balance Sheet

2. OTHER EQUITY **(Rs. in lacs)**

Particular	Balance at the beginning of the reporting period (IGAAP)	Adjust-ments (Note 1)	Balance at the beginning of the reporting period	Changes in accounting policy/prior period errors	Restated balance at the beginning of the reporting period	Total Compre-hensive Income for the year	Divi-dends	Transfer to/ from retained earnings	Issue during the year	Transfer to equity share capital	Balance as at March 31, 2015	Adjustment pursuant to composite scheme of arrangement		Balance as at April 1, 2015
(i) Equity component of other financial instruments	-	-	-	-	-	-	-	-	35,303.31	(11,198.62)	24,104.69	8,000.00	**	32,104.69
Premium on redemption of CCD											-	1,667.46	**	1,667.46
	-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**35,303.31**	**(11,198.62)**	**24,104.69**	**9,667.46**		**33,772.14**
(ii) Retained Earnings	20,225.14	121,846.19	142,071.33	-	142,071.33	28,812.76	(3,231.72)	(20,314.53)	-	-	147,337.84	36,938.47	**	184,276.31
Adjustment pursuant to Composite scheme of Arrangement											-	(36,938.47)	**	(36,938.47)
	20,225.14	**121,846.19**	**142,071.33**	**-**	**142,071.33**	**28,812.76**	**(3,231.72)**	**(20,314.53)**	**-**	**-**	**147,337.84**	**-**		**147,337.84**
(iii) Reserves														
1.1 Reserves representing unrealised gains/losses														
Re-valuation Surplus	415.68	(415.68)	-		-	-	-	-	-	-	-			-
Remeasurements of the net defined benefit Plans	-	-	-	-	-	(647.04)	-	-	-	-	(647.04)			(647.04)
	415.68	**(415.68)**	**-**	**-**	**-**	**(647.04)**	**-**	**-**	**-**	**-**	**(647.04)**			**(647.04)**
1.2 Other Reserves														
Capital Reserve	6,278.73	(6,278.73)	-		-	-	-	-	-	-	-	36,938.47	**	36,938.47
Adjustment pursuant to Composite scheme of Arrangement											-	(36,938.47)	**	(36,938.47)
	6,278.73	(6,278.73)	-	-	-	-	-	-	-	-	-	-		-
Capital Redemption Reserve	11,500.00	-	11,500.00	-	11,500.00	-	-	-	-	-	11,500.00	(11,500.00)	*	-
Securities Premium Account	56,821.26	-	56,821.26	-	56,821.26	-	-	-	-	10,922.46	67,743.72	(39,726.55)	***	28,017.17
Debenture Redemption Reserve	8,264.00	-	8,264.00	-	8,264.00	-	-	2,317.00	-	-	10,581.00			10,581.00
General Reserve	279,162.65	-	279,162.65	-	279,162.65	-	-	18,000.00	-	-	297,162.65			297,162.65
	362,026.64	(6,278.73)	355,747.91	-	355,747.91	-	-	20,317.00	-	10,922.46	386,987.37	(51,226.55)		335,760.82
(iii)Total Reserves	362,442.32	(6,694.41)	355,747.91	-	355,747.91	(647.04)	-	20,317.00	-	10,922.46	386,340.33	(51,226.55)		335,113.78

(i) Equity component of other financial instruments

1. The Company allotted 435,30,596, 0% Compulsorily Convertible Debentures (CCDs) on preferential basis under the SEBI ICDR Regulations to the promoters group entity @ Rs. 81.10 per CCD.
   Out of these CCDs, 1,38,08,414 CCDs have been converted into equal number of equity shares of Rs. 2 each on 25th March, 2015. The remaining CCDs shall be converted into two trenches as follows:-
   i) 1,44,98,696 number of CCDs would be converted into equal number of equity shares of Rs. 2 each any time during 1st April, 2015 to 31st March, 2016; and
   ii) 1,52,23,486 number of CCDs shall be converted into equal number of equity shares of Rs. 2 each during the month of April, 2016.
   iii) 8 nos of 9.25% CCD of face vaue of Rs. 1000 Lacs each transferred pursuant to composite scheme of arrangement

* Adjustment in capital pursuant to Section III of Composite Scheme of Arrangement.

** Adjustment in capital pursuant to Section I of Composite Scheme of Arrangement.

*** Adjustment in capital pursuant to Section I of Rs.20048.16 Lacs and Section III of Rs.19678.39 lacs of Composite Scheme of Arrangement.

Note 1

(Rs. in lacs)

Particular		Retained earning	Capital Reserve	Revaluation Reserve	Total impact on reserve & surplus
As on April 1, 2014 (IGAAP)	**(A)**	**20,225.14**	**6,278.73**	**415.68**	**26,919.55**
Adjustments:					
Add: Fair valuation of property, plant and equipment		176,723.58	-	-	176,723.58
Add: De-recognition of proposed dividend including dividend distribution tax		3,231.72	-	-	3,231.72
Add: Loan processing charges recorded at amortized cost using effective interest method		125.00	-	-	125.00
Add: Recognition of deferred income on Nasik IPS Scheme		341.17	-	-	341.17
Less: Fair valuation loss on unquoted non-current investments		(28,332.77)	-	-	(28,332.77)
Less: Government Gants recorded as Capital Reserves reclassified as deferred income under other non-current liabilities and other current liabilities		-	(6,278.73)	-	(6,278.73)
Provision for mines restoration recorded at discounted value		(2.76)	-	-	(2.76)
Less: Deferred Tax assets recorded on fair valuation of fixed assets		(30,655.42)	-	-	(30,655.42)
Reversal of revaluation reserve to retained earnings		415.68	-	(415.68)	-
	(B)	**121,846.19**	**(6,278.73)**	**(415.68)**	**115,151.78**
As on April 1, 2014 (Ind AS)	**(A) + (B)**	**142,071.33**	**-**	**-**	**142,071.33**

Notes to Reference Balance Sheet as at April 1, 2015

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
3. LONG-TERM BORROWINGS		
a) Secured		
i) Non Convertible Debentures	60,000.00	60,000.00
ii) Term Loans		
From Banks (net of transaction cost)	78,338.98	78,338.98
Add: Pursuant to Section III of Composite Scheme of Arrangement	21,627.55	-
	99,966.53	78,338.98
Secured Long -Term borrowings	**159,966.53**	**138,338.98**

Non convertible Debentures include :

(i) 10.75% Non Convertible Debentures of Rs. 30,000 lacs (including Rs. 10,000 lacs shown in current maturity) (Previous Year Rs. 30,000 lacs) are secured by first pari passu charge by way of English mortgage on the Company's specific immovable properties located in the state of Gujarat and by way of equitable mortgage of Company's other immovable properties and hypothecation of movable fixed assets both present and future in favour of Debenture Trustees. The same are repayable in three equal instalments of Rs. 10,000 lacs each on April 08, 2015, April 08, 2016 and April 08, 2017.

(ii) 10.50% Non Convertible Debentures of Rs. 10,000 lacs (Previous Year Rs. 10,000 lacs) in three series are secured by first pari passu charge by way of English mortgage on the Company's specific immovable properties located in the state of Gujarat and by way of equitable mortgage of Company's other immovable properties and hypothecation of movable fixed assets both present and future in favour of Debenture Trustees. The same are repayable in three instalments of Rs. 3,000 lacs (Series I), Rs. 3,000 lacs (Series II) and Rs. 4,000 lacs (Series III) on September 12, 2018, September 12, 2019 and September 12, 2020 respectively. There is a call option exercisable at the end of three years from the date of allotment (September 12, 2012) for all series of NCDs. The Call option is also available in every subsequent year for each series of NCD individually i.e. at the end of 4th, 5th, 6th and 7th year from the date of allotment upto their respective dates of maturity.

(iii) 10.38% Non Convertible Debentures of Rs. 30,000 lacs (Previous Year Rs. 30,000 lacs) in two series are secured by first pari passu charge by way of English mortgage on the Company's specific immovable properties located in the state of Gujarat and by way of equitable mortgage of Company's other immovable properties and hypothecation of movable fixed assets both present and future in favour of Debenture Trustees. The same are repayable in single instalment of Rs. 30,000 lacs on December 26, 2021. There is a put/call option for Rs. 15,000 lacs (Series 1) at the end of third year (26.12.2015) and for Rs. 15,000 lacs (Series 2) at the end of Fourth year (26.12.2016) from the date of allotment i.e. December 26, 2012.

Term Loans from Banks include :

(i) Term Loan of Rs. 13,700 lacs (rate of interest 1.50% p.a.)(Previous Year Rs. 13,700 lacs) is secured by way of second charge on all the assets of the Company both present and future and also by way of personal guarantee of a Director. The same is repayable in three instalments of Rs. 4,110 lacs, Rs. 4,110 lacs and Rs. 5,480 lacs on Jan 31, 2017, Jan 31, 2018 and Jan 31, 2019 respectively.

(ii) Term Loan of Rs. 5,000 lacs (rate of interest 10.75% p.a.) (Previous Year Rs. 5,000 lacs) is secured by way of second charge on all the assets of the Company, both present and future and also by way of personal guarantee of a Director. The repayment is by way of a bullet payment of Rs. 5,000 lacs on May 23, 2017.

(iii) Term Loan of USD 89,04,719.50 (Rs. 5,573.53 lacs) (rate of interest 6 Months Libor+400 bps p.a.) (Previous Year USD 89,04,719.50 - Rs. 5,351.72 lacs) is secured by way of second charge on all the assets of the Company both present and future and also by way of personal guarantee of a Director. The repayment is by way of a bullet payment of USD 89,04,719.50 (Rs. 5,573.53 lacs) on May 23, 2017.

(iv) Term Loan of Rs. 50,000 lacs (including Rs. 1,000 lacs shown in current maturity) (rate of interest 11.25% p.a.) (Previous Year Rs. 29,500 lacs) is secured/to be secured by first pari passu charge by way of equitable mortgage on Company's immovable properties and hypothecation of movable fixed assets both present and future. The transaction cost of Rs. 125 lacs has been netted off in term loan amount. The repayment schedule is as under:-

Year of Repayment	**Rs. in lacs**
2015-16	1,000.00
2016-17	1,000.00
2017-18	2,000.00
2018-19	7,500.00
2019-20	8,500.00
2020-21	8,500.00
2021-22	8,500.00
2022-23	13,000.00
Total outstanding balance	**50,000.00**

v) Term Loan of Rs. 5,000 lacs (rate of interest 11.25% p.a.) (Previous Year Rs. Nil) is secured / to be secured by first pari passu charge by way of equitable mortgage on Company's immovable properties and hypothecation of movable fixed assets both present and future. The repayment schedule is as under:-

Year of Repayment	**Rs. in lacs**
2017-18	250.00
2018-19	250.00
2019-20	350.00
2020-21	350.00
2021-22	600.00
2022-23	1,600.00
2023-24	1,600.00
Total outstanding balance	**5,000.00**

(vi) Term Loans include Vehicle Loans of Rs. 331.99 lacs (including Rs. 141.54 lacs shown in current maturity) (Previous Year Rs. 294.82 lacs) which are secured by way of hypothecation of Vehicles, which carries rate of interest ranging from 10.50% to 12.25% p.a. The same are repayable as under:

Year of Repayment	**Rs. in lacs**
2015-16	141.54
2016-17	155.30
2017-18	29.89
2018-19	5.26
Total outstanding balance	**331.99**

(vii) Term Loans are secured against mortgage of Vessels by first charge in favour of Banks. Term Loans are also guaranteed by way of pledge of 30% equity of the company and also supported by letter of undertaking/corporate guarantee of ultimate holding company. Loan is also secured by Corporate Guarantee of Jindal ITF Limited. Term loan of Rs 123 crores is also secured by second pari passu charge over the receivables accruing to the Borrower.

(viii) There is no default in repayment of principal and interest thereon.

Particulars	**As At 1st April, 2015 (Rs. in lacs)**	**As At 31st March, 2015 (Rs. in lacs)**
b) Unsecured		
i) External Commercial Borrowings from Banks	38,945.43	38,945.43
ii) Deferred Sales Tax Loans	2,298.49	2,298.49
Unsecured Long -Term Borrowings	**41,243.92**	**41,243.92**
Total Long -Term Borrowings	**201,210.45**	**179,582.90**

1. Terms of repayment of Unsecured ECB :-

a) External Commercial Borrowings of USD 1,90,00,000 (Rs. 11,892.26 lacs) (including USD 57,00,000 - Rs. 3,567.68 lacs shown in current maturity) (Previous Year USD 19,000,000- Rs. 11,418.96 lacs) is repayable in three instalments of USD 57,00,000 (Rs. 3,567.68 lacs), USD 57,00,000 (Rs. 3,567.68 lacs) and USD 76,00,000 (Rs. 4,756.90 lacs) on Nov 27, 2015, Nov 27, 2016 and Nov 27, 2017, respectively. Rate of Interest is 6 months USD LIBOR plus 2.30% p.a.

b) External Commercial Borrowing of USD 7,30,18,334 (Rs. 45,702.76 lacs) (including USD 24,096,050 - Rs. 15,081.91 lacs shown in current maturity) (Previous Year USD 73,018,334 - Rs. 43,883.87 lacs) is repayable in three instalments of USD 24,096,050 (Rs. 15,081.91 lacs), USD 24,096,050 (Rs. 15,081.91 lacs) and USD 24,826,234 (Rs. 15,538.94 lacs) on June 30, 2015, June 30, 2016 and June 30, 2017, respectively. Rate of Interest is 6 months USD LIBOR plus 2.55% p.a.

2. Repayment schedule of Deferred Sales Tax Loans is set out below:

Year of Repayment	Rs. in lacs
2015-16 (Shown in current maturity)	475.61
2016-17	156.49
2017-18	342.33
2018-19	474.24
2019-20	450.49
2020-21	420.46
2021-22	320.40
2022-23	134.08
Total outstanding balance	**2,774.10**

3. Deposits from public includes deposits from related parties Rs. Nil (Previous Year Rs. 264.47 lacs).
4. There is no default in repayment of Principal loans and interest.

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
4. LONG-TERM PROVISIONS		
a) Provision for Mines Restoration	7.38	7.38
b) Provision for Employee benefits		
Provision for Gratuity	2,106.45	2,106.45
Provision for Leave Encashment	2,741.98	2,734.55
Total Long- term Provisions	**4,855.81**	**4,848.38**
5. DEFERRED TAX LIABILITIES (NET) *		
Temporary difference		
A. LIABILITY		
(i) Difference between book and tax depreciation	76,007.42	75,966.38
(ii) Disallowance under Income Tax Act	-	-
(iii) Carried Forward losses	-	-
Total Deferred Tax Liabilities	**76,007.42**	**75,966.38**
B. ASSETS		
(i) Difference between book and tax depreciation		
(ii) Disallowance under Income Tax Act (net)	976.48	976.48
(iii) Carried Forward losses	19,297.44	4,534.46
Total Deferred Tax Assets	**20,273.92**	**5,510.94**
Net Liabilities of temporary difference (A-B)	**55,733.50**	**70,455.44**
Less: MAT credit entitlement	(23,986.00)	(23,986.00)
Total Deferred Tax Liabilities (Net) (A-B)	**31,747.50**	**46,469.44**

* Figures as at 1st April 2015 are inclusive of Rs. 14721.94 Lacs (assets) pursuant to section III of Composite Scheme of Arrangement.

6. OTHER NON-CURRENT LIABILITIES		
Security Deposits and Advances	2,941.00	2,941.00
Deferred income	7,321.98	7,321.98
Total Other Non-Current Liabilities	**10,262.98**	**10,262.98**
7. SHORT-TERM BORROWINGS		
a) Secured		
From banks		
Working Capital borrowings	60,725.56	60,725.56
Buyers' credit	166,685.03	166,685.03
Secured Short -Term Borrowings	**227,410.59**	**227,410.59**

Out of above, short term borrowings of Rs. 2,22,716.28 lacs (Previous Year Rs. 1,15,426.40 lacs) are secured by hypothecation of finished goods, raw-materials, work-in-progress, stores and spares, book debts and second pari-passu charge in respect of other movable and immovable properties of the Company and Rs. 4,694.31 lacs (Previous Year Rs. 10,517.47 lacs) are secured by second pari-passu charge on current assets of the Company.

b) Unsecured		
From Banks		
Short -Term loan	5,007.26	5,007.26
Buyers' credit	12,997.78	12,997.78
Unsecured Short -Term Borrowings	**18,005.04**	**18,005.04**
Total Short -Term Borrowings	**245,415.63**	**245,415.63**
8. TRADE PAYABLES*		
Trade Payables (including acceptances)	60,019.33	56,748.60
Micro and Small Enterprises	126.37	126.37
Total Trade Payables	**60,145.70**	**56,874.97**

* Figures as at 1st April 2015 are inclusive of Rs. 3270.73 Lacs pursuant to section III of Composite Scheme of Arrangement.

JINDAL SAW LIMITED
Notes to Reference Balance Sheet as at April 1, 2015

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
9. OTHER CURRENT LIABILITIES		
a) Current Maturities of Long -Term debts	30,266.75	30,266.75
b) Interest Accrued but not due	6,910.85	4,406.85
c) Current portion of deferred income	312.06	312.06
d) Advance From Customers and Others	13,582.95	13,566.25
e) Unpaid Dividend	367.32	367.32
f) Capital Creditors	3,357.58	3,357.58
g) **Other Payables**		
Statutory Dues	2,212.40	2,065.25
Dues to Employees	1,550.28	1,532.33
Others	37,392.99	35,373.98
Total Other Current Liabilities	**95,953.18**	**91,248.37**
* Figures as at 1st April 2015 are inclusive of Rs. 4704.81 Lacs pursuant to section III of Composite Scheme of Arrangement.		
10. SHORT -TERM PROVISIONS		
a) Provision for Employee benefits		
Provision for Gratuity	160.74	160.74
Provision for Leave Encashment	222.08	221.43
	382.82	**382.17**
Total Short -Term Provisions	**382.82**	**382.17**
11. FIXED ASSETS		
(i) Tangible assets	549,323.60	549,323.60
Add: Pursuant to Section III of Composite Scheme of Arrangement	18,882.76	-
	568,206.36	549,323.60
Less: Accumulated Depreciation	19,244.11	19,244.11
Add: Pursuant to Section III of Composite Scheme of Arrangement	1,337.65	-
	20,581.76	19,244.11
Net Tangible assets	**547,624.59**	**530,079.49**
(ii) Intangible assets	1,880.61	1,880.61
Less: Accumulated Depreciation	1,229.00	1,229.00
Net Intangible assets	**651.61**	**651.61**
(iii) Capital work-in-progress	**42,158.93**	**42,158.93**
12. NON-CURRENT INVESTMENTS		
i) Trade Investments		
Debentures- Unquoted	16,571.48	16,571.48
CCD issued by subsidiary adjusted pursuant to Composite Scheme of Arrangement.	(14,164.88)	-
Total non-current Trade Investment	**2,406.60**	**16,571.48**
Unquoted		
Investment In Unquoted Equity Shares	31.40	31.40
Investment In Quoted And Unquoted Govt. Securities	1.10	1.10
Equity Shares Of Subs.Co./Jv/Ass.-Unqtd	47,436.87	47,436.87
Investment in JUISL, subsidiary transferred.	(28,865.52)	-
Investment in JSYL, subsidiary cancelled pursuant to Section III of Composite Scheme of Arrangement.	(1,479.00)	-
Investment in JIL, subsidiary cancelled pursuant to Section I of composite scheme of arrangement.	(5.00)	-
	17,087.35	47,436.87
Share Application Money Subsidiary Companies	4,516.93	4,516.93
Total non-current Other Investment	**21,636.78**	**51,986.30**
Total Non-current Investment	**24,043.38**	**68,557.78**
13. LONG -TERM LOANS AND ADVANCES		
a) Security Deposits		
- Unsecured, considered good	3,793.02	3,793.02
b) Loans and Advances to Related Parties		
- Unsecured, considered good		
IUP Jindal Metals & Alloys Limited	4,887.58	4,887.58
JITF Shipping and Logistics(Singapore) Pte. Ltd , transferred pursuant to Section III of Composite Scheme of Arrangement	5,311.38	-
	10,198.96	4,887.58
c) Other Loans and Advances *		
- Unsecured, considered good	13,108.67	13,108.67
Total Long -Term Loans and Advances	**27,100.65**	**21,789.27**
*** Other Loans and Advances includes :**		
Inter-corporate Loans	13,108.67	13,108.67
***includes earnest money, sales tax refundable etc.**		

JINDAL SAW LIMITED
Notes to Reference Balance Sheet as at April 1, 2015

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
14. OTHER NON CURRENT ASSETS		
Capital Advance		
- Unsecured, considered good **	3,849.42	8,682.40
Total Other Non Current Assets	**3,849.42**	**8,682.40**
** Net of capital advance given to subsidiary adjusted pursuant to Section III of Composite Scheme of Arrangement		
15.INVENTORIES		
a) Raw Materials		
Raw Materials	63,779.45	63,779.45
Raw Materials In Transit	47,473.82	47,473.82
	111,253.27	**111,253.27**
b) Work-in-progress		
Work-in-progress	28,285.32	28,285.32
c) Finished Goods		
Finished Goods	39,517.94	39,517.94
d) Stores and Spares		
Stores and Spares	27,026.77	27,026.77
Add: Pursuant to Section III of Composite Scheme of Arrangement	629.76	-
	27,656.53	27,026.77
Goods In Transit-Stores Material	3,492.04	3,492.04
	31,148.57	**30,518.81**
e) Loose Tools		
Loose Tools	742.90	742.90
f) Others		
Scrap	2,377.60	2,377.60
Total Inventories	**213,325.60**	**212,695.84**
16. CURRENT INVESTMENTS		
Investment In Quoted Mutual Funds	27,300.00	27,300.00
Total current Investment	**27,300.00**	**27,300.00**
17.TRADE RECEIVABLES		
Unsecured		
Exceeding Six Months		
Considered Good	40,112.44	40,112.44
Add: Pursuant to Section III of Composite Scheme of Arrangement	7,577.21	-
	47,689.65	40,112.44
Considered Doubtful	269.70	269.70
Less: Provision for doubtful debts	(269.70)	(269.70)
Others		
Considered Good	109,831.28	109,831.28
Total Trade Receivables	**157,520.93**	**149,943.72**
18.CASH AND BANK BALANCES		
a) Cash And Cash Equivalents		
Cash-on-hand	96.63	96.63
Add: Pursuant to Section III of Composite Scheme of Arrangement	0.22	-
	96.85	96.63
Balances with Banks		
On current accounts	16,120.73	16,120.73
Add: Pursuant to Section III of Composite Scheme of Arrangement	75.83	-
	16,196.56	16,120.73
b) Other Bank Balances		
On Unpaid Dividend Accounts	367.32	367.32
Fixed Deposits (with original maturity of three months or more)*#	1,652.57	1,652.57
Add: Pursuant to Section III of Composite Scheme of Arrangement	1,098.06	-
	3,117.95	2,019.89
Total Cash and Bank balances	**19,411.36**	**18,237.25**

*Includes Fixed Deposits maturing after 12 Months Rs. 2243.41 lacs (as at March 31, 2015 Rs. 1125.04 lacs)
#Includes Rs. 2402.67 lacs (As at March 31, 2015 Rs. 1229.18 lacs) pledged with banks/government departments etc.

JINDAL SAW LIMITED
Notes to Reference Balance Sheet as at April 1, 2015

Particulars	As At 1st April, 2015 (Rs. in lacs)	As At 31st March, 2015 (Rs. in lacs)
19.SHORT -TERM LOANS and ADVANCES		
a) Loans and advances to related parties		
- Unsecured, considered good*	20,443.42	37,752.51
b) Loans and advances to Other parties (Inter corporate loan)		
- Unsecured, considered good	2,507.85	2,507.85
c) Loans and Advances recoverable in cash or kind		
- Unsecured, considered good**	66,366.28	64,358.23
d) Other loans and advances		
- Unsecured, considered good		
Advances to vendors	15,842.02	10,696.50
Loans to Employees	257.71	252.14
Balances with Central Excise/Port authorities	46.50	46.50
	16,146.23	**10,995.14**
Total Short -Term Loans and Advances	**105,463.79**	**115,613.73**
*** Comprise of:**		
S.V. Trading Limited	1,901.18	1,901.18
Ralael Holdings Limited	6,190.06	6,190.06
Jindal ITF Limited	29,116.55	29,116.55
Less: JITF Urban Infrastructure Services Limited, loan transferred pursuant to Scheme I	(2,277.05)	
Less: Loan taken by subsidiary adjusted pursuant to Section III of Composite Scheme of Arrangement	(14,631.45)	
	12,208.05	29,116.55
JITF Urban Infrastructure Services Limited, loan transferred pursuant to Scheme I	2,277.05	-
Less: Loan taken by subsidiary adjusted pursuant to Section III of Composite Scheme of Arrangement	(2,277.05)	-
	-	-
JITF Urban Infrastructure Services Limited	400.59	400.59
Less: Loan taken by Subsidiary Adjusted pursuant to Section III of Composite Scheme of Arrangement.	(400.59)	-
	-	400.59
Nalwa Investments Limited	96.96	96.96
Colorado Trading Co. Limited	47.17	47.17
Hexa Securities & Finance Co. Limited	-	-
	20,443.42	**37,752.51**
**Includes sales tax receivables, cenvat credit receivables etc.		
20.OTHER CURRENT ASSETS		
Interest Accrued on Fixed Deposits	427.35	427.35
Total Other Current Assets	**427.35**	**427.35**

Auditor's Report

The Board of Directors,
JITF INFRALOGISTICS LIMITED
A-1, UPSIDC Industrial Area,
Nandgaon Road, Kosi Kalan,
Uttar Pradesh – 281403

Limited Review Report–Reference Balance Sheet as at 1st April,2015.

We have reviewed the accompanying statement of unaudited reference Balance Sheet as at 1st April, 2015 of JITF INFRALOGISTICS LIMITED ("the Company"), being prepared for the purpose of Composite Scheme of Arrangement for demerger of Investment in Infrastructure business from Jindal Saw Limited into the company. Balance Sheet as at 31st March, 2015 depicts the State of Affairs of the Assets and Liabilities prior to demerger of the Infrastructure business into the company from Jindal Saw Limited and reference Balance Sheet as at 1st April, 2015 depicts the State of Affairs of Assets and Liabilities after demerger of the Infrastructure business from the Jindal Saw Limited into the company. This statement is the responsibility of the Company's Management and has been approved by the Board of Directors/committee of Board of Directors. Our responsibility is to issue a report on these financial statements based on our review.

The aforesaid reference Balance Sheet is made specifically for the purpose of Composite Scheme of Arrangement between Jindal Saw Limited and JITF Infralogistics Limited.Therefore, figures for the corresponding previous period ended 31st March, 2014 as required under Indian Accounting Standard for Interim Financial Reporting notified by Ministry of Corporate Affairs, has not been made and furnished.

We conducted our review in accordance with the Standard on Review Engagements (SRE) 2410, "Review of Interim financial information performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement(s). A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Based on our review conducted as stated above, nothing has come to our attention that causes us to believe that the accompanying statement of reference Balance Sheet as at 1st April, 2015 prepared in accordance with the Indian Accounting Standards issued under the Companies (Indian Accounting Standards) Rules, 2015 which continue to apply as per section 133 of the Companies Act, 2013 and other recognized accounting practices and policies, has not disclosed the information required to be disclosed, or that it contains any material misstatement.

For N.C. Aggarwal & Co.
Chartered Accountants
Firm Registration No. 003273N

Place : New Delhi
Dated : 8th February, 2016

(G.K. Aggarwal)
Partner
M.No.086622

JITF INFRALOGISTICS LIMITED

Unaudited IND AS Reference Balance Sheet as at 1st April 2015 Pursuant to Composite Scheme of Arrangement

(Amount in Rs.)

Particulars	Note No.	As at 1st April 2015	As at 31st March 2015
I. EQUITY AND LIABILITIES			
(1) Equity			
(a) Equity Share capital	1	51,407,412	500,000
(b) Other Equity			
(i) Equity component of other financial instruments			
(ii) Retained Earnings	2	(201,525)	(201,525)
(iii) Reserves			
1.1 Reserves representing unrealised gains/losses		-	-
1.2 Other Reserves		3,103,408,484	-
		3,154,614,371	**298,475**
Current liabilities			
(2) (a) Other current liabilities	3	107,767	107,767
(b) Short-term provisions		-	-
		107,767	**107,767**
TOTAL		**3,154,722,138**	**406,242**
II. ASSETS			
(1) Non-current assets			
(a) Financial Assets			
(i) Non-current investments	4	2,886,551,958	-
(ii) Long-term loans and advances	5	267,763,938	-
(b) Other non-current assets	6	49,794	49,794
		3,154,365,690	**49,794**
(2) Current assets			
(i) Cash and cash equivalents	7	356,448	356,448
(ii) Short-term loans and advances		-	-
		356,448	**356,448**
TOTAL		**3,154,722,138**	**406,242**

In terms of our report of even date annexed hereto

Note: Reference Balance Sheet prepared under Indian Accounting Standards (Ind AS) from the transition date 1st April 2014 for the year ended 31st March 2015 is solely for the use of Company for Filing with Hon'ble High Court of Allahabad (Uttar Pradesh) and other regulatory authority in connection with the proposed Composite Scheme of Arrangement.

For N.C. AGGARWAL & CO.
Chartered Accountants
Firm Registration No. 003273N

G.K.AGGARWAL
Partner
M.No.086622

Place : New Delhi
Dated: 8th February,2016

For and on behalf of the Board of Directors of
JITF Infralogistics Limited

Alok Kumar
Director
DIN - 00930344

Rakesh Gupta
Director
DIN - 07130110

JITF INFRALOGISTICS LIMITED

Statement of change in equity of reference Balance Sheet as at 1st April, 2015

(Amount in Rs.)

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
1 SHARE CAPITAL		
(a) **Authorised Share Capital**		
50,000 Equity shares of Rs. 10/- each	500,000	500,000
(b) Issued, Subscribed and Paid Up Capital		
50,000 Equity shares of Rs. 10/- each fully paid up	500,000	500,000
Equity Share Capital cancelled	(500,000)	-
	-	**500,000**
(c) Equity Share Capital Suspense		
24479954 equity shares of Face value of Rs 2/- each to be issued Pursuant to Section I of Composite Scheme of Arrangement.	48,959,908	-
Add: 1223752 Equity Shares to be issued to CCD holders of Jindal Saw Limited Pursuant to Scheme of Arrangement	2,447,504	-
	51,407,412	**-**
(d) **Reconciliation of the Number of Shares outstanding at the beginning and at the end of the reporting year**		
Shares outstanding at the beginning of the year	50,000	50,000
Shares issued during the year	-	-
Shares outstanding at the end of the year	**50,000**	**50,000**
(e) **Terms/Rights Attached to Equity Shares** The Company has only one class of equity shares having a par value of Rs.10/- per equity share. Each equity shareholder is entitled to one vote per share.		

2 **OTHER EQUITY** **(Amount in Rs.)**

Particular	Balance as at 31st March, 2015	Total Comprehensive Income for the year	Transfer Pursuant to Composite Scheme of Arrangement	Balance as at 1st April,2015
(i) Equity component of other financial instruments				
(ii) Retained Earnings	(201,525)	-	-	(201,525)
(iii) Reserves				
1.1 Reserves representing unrealised gains/losses				
Re-valuation Surplus				
Remeasurements of the net defined benefit Plans				
1.2 Other Reserves				
Securities Premium Account	-	-	3,103,408,484	3,103,408,484
General Reserve				
(iii) Total Reserves	**-**	**-**	**3,103,408,484**	**3,103,408,484**
Grand Total	**(201,525)**	**-**	**3,103,408,484**	**3,103,408,484**

Notes to Reference Balance sheet as at April 1, 2015

3 OTHER CURRENT LIABILITIES		
Statutory Dues	2,950	2,950
Other payable	104,817	104,817
Total Other Current Liabilities	**107,767**	**107,767**
4 NON-CURRENT INVESTMENTS	**-**	**-**
Add: Pursuant to Section I of Composite Scheme of Arrangement		
- In JITF Urban Infrastructure Services Limited	2,886,551,958	-
Total Non Current Investments	**2,886,551,958**	**-**
5 LONG TERM LOANS AND ADVANCES		
Related party:		
JITF Urban Infrastructure Services Limited	267,763,938	-
Total Long Term Loans and Advances	**267,763,938**	**-**
6 OTHER NON CURRENT ASSETS		
Miscellaneous Expenditure to the extent not written off	49,794	49,794
Total Other Non Current Assets	**49,794**	**49,794**
7 CASH AND CASH EQUIVALENTS		
Balances with Banks		
-In Current Accounts	351,882	351,882
Cash on Hand	4,566	4,566
Total Cash and Cash Equivalents	**356,448**	**356,448**

Auditor's Report

The Board of Directors,
JITF SHIPYARDS LIMITED
A-1, UPSIDC Industrial Area,
Nandgaon Road, Kosi Kalan,
Uttar Pradesh – 281403

Limited Review Report–Reference Balance Sheet as at 1st April, 2015.

We have reviewed the accompanying statement of unaudited reference Balance Sheet as at1st April, 2015 of JITF SHIPYARDS LIMITED("the Company"), being prepared for the purpose of Composite Scheme of Arrangement for Amalgamation ofthe company with JITF Waterways Limited. Balance Sheet as at 31st March, 2015 depicts the State of Affairs of the Assets and Liabilities prior to Amalgamation of the company with JITF Waterways Limitedand reference Balance Sheet as at 1st April, 2015 depicts the State of Affairs of Assets and Liabilities after Amalgamation of the company with JITF Waterways Limited. This statement is the responsibility of the Company's Management and has been approved by the Board of Directors/committee of Board of Directors. Our responsibility is to issue a report on these financial statements based on our review.

The aforesaid reference Balance Sheet is made specifically for the purpose of Composite Scheme of Arrangement between JITF Shipyards Limited and JITF Waterways Limited. Therefore, figures for the corresponding previous period ended 31st March, 2014 as required under Indian Accounting Standard for Interim Financial Reporting notified by Ministry of Corporate Affairs, has not been made and furnished.

We conducted our review in accordance with the Standard on Review Engagements (SRE) 2410, "Review of Interim financial information performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement(s). A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Based on our review conducted as stated above, nothing has come to our attention that causes us to believe that the accompanying statement of reference Balance Sheet as at 1st April, 2015 prepared in accordance with the Indian Accounting Standards issued under the Companies (Indian Accounting Standards) Rules, 2015 which continue to apply as per section 133 of the Companies Act, 2013 and other recognized accounting practices and policies, has not disclosed the information required to be disclosed, or that it contains any material misstatement.

For N.C. Aggarwal & Co.
Chartered Accountants
Firm Registration No. 003273N

Place:New Delhi
Dated:8th February,2016

(G.K. Aggarwal)
Partner
M.No.086622

JITF SHIPYARDS LIMITED

Unaudited IND AS Reference Balance Sheet as at 1st April, 2015 Pursuant to Composite Scheme of Arrangement

(Amount in Rs.)

	Particulars	Note No.	As at 1st April 2015	As at 31st March 2015
I.	**EQUITY AND LIABILITIES**			
	(1) Equity			
	(a) Equity Share capital	1	-	757,686,530
	(b) Other Equity			
	(i) Equity component of other financial instruments			2,383,233,620
	(ii) Retained Earnings	2	-	46,653,957
	(iii) Reserves			
	1.1 Reserves representing unrealised gains/losses		-	(593,096)
	1.2 Other Reserves		-	1,831,938,890
			-	**5,018,919,901**
	(2) Share application money pending allotment			
	(3) Non-current liabilities			
	(a) (i) Financial Liabilities			
	(ii) Other financial liabilities	3	-	651,883,018
	(b) Long-term provisions	4	-	751,720
			-	**652,634,738**
	(4) Current liabilities			
	(a) Financial Liabilities			
	(i) Short Term Borrowings	5	-	1,342,353,718
	(ii) Trade and other payables	6	-	4,500
	(iii) Other financial liabilities			
	(b) Other current liabilities	7	-	8,117,682
	(c) Short-term provisions	8	-	28,885
			-	**1,350,504,785**
	(5) Liabilities associated with group(s) of assets held for disposal			
	TOTAL		**-**	**7,022,059,424**
II.	**ASSETS**			
	(1) Non-current assets			
	(a) Property, Plant and Equipment	9	-	744,122,957
	(b) Capital work-in-progress		-	164,578
	(c) Financial Assets			
	(i) Non-current investments	10	-	6,242,635,150
	(ii) Long-term loans and advances	11	-	514,932
	(d) Other non-current assets	12	-	3,506,508
			-	**6,990,944,125**
	(2) Current assets			
	(a) Inventories	13	-	1,025,200
	(b) Financial Assets			
	(i) Current investments			
	(ii) Trade and other receivables	14	-	8,495,647
	(iii) Cash and cash equivalents	15	-	12,346,386
	(iv) Short-term loans and advances	16	-	8,096,383
	(c) Assets for Current Tax (Net)	17	-	473,500
	(d) Other current assets	18	-	678,183
			-	**31,115,299**
	(3) **Non-current assets classified as held for sale.**			
	TOTAL		**-**	**7,022,059,424**

In terms of our report of even date annexed hereto

Note:Reference Balance Sheet prepared under Indian Accounting Standards (Ind AS) from the transition date 1st April 2014 for the year ended 31st March 2015 is solely for the use of the Company for Filing with Hon'ble High Court of Allahabad (Uttar Pradesh) and other regulatory authority in connection with the proposed Composite Scheme of Arrangement.

For N.C. AGGARWAL & CO.
Chartered Accountants
Firm Registration No. 003273N

G.K.AGGARWAL
Partner
M.No.086622

Place : New Delhi
Dated : 8th February,2016

For and on behalf of the Board of Directors
JITF Shipyards Limited

Sunil Kumar Jain	Alok Kumar	Nitish Kumar
Director	Director	Company Secretary
DIN - 01308863	DIN - 00930344	M. No. A33380

JITF SHIPYARDS LIMITED

Statement of change in Equity of reference balance sheet as at April 1, 2015

(Amount in Rs.)

1	**SHARE CAPITAL**		
	(a) AUTHORISED SHARE CAPITAL		
	6,000,000 Equity Shares of Rs. 10/- each	60,000,000	60,000,000
	(b) ISSUED, SUBSCRIBED AND PAID UP CAPITAL		
	7,57,68,647 (PY 5,630,000) Equity Shares of Rs.10/- each fully paid up	56,300,000	56,300,000
	Less: Transferred pursuant to proposed scheme of merger	(56,300,000)	-
	Net	**-**	**56,300,000**
	(c) EQUITY SHARE CAPITAL SUSPENSE		
	70138653 equity shares to be issued Pursuant to Composite Scheme of Arrangement as approved by Hon,ble High Court of Allahabad Judicature at Allahabad	701,386,530	701,386,530
	Less: Transferred pursuant to proposed scheme of merger	(701,386,530)	-
	Net	**-**	**701,386,530**
	(d) RECONCILIATION OF THE NUMBER OF SHARES OUTSTANDING AT THE BEGINNING AND AT THE END OF THE YEAR		
	Shares outstanding at the beginning of the year	5,630,000	5,630,000
	Add: Shares issued during the year	70,138,653	70,138,653
	Shares outstanding at the end of the year	**75,768,653**	**75,768,653**
	(E) TERMS/RIGHTS ATTACHED TO EQUITY SHARES		
	The Company has only one class of equity shares having a par value of Rs.10/- per equity share. Each equity shareholder is entitled to one vote per share.		

2	**OTHER EQUITY** **Particular**	**Balance as at 31st March, 2015**	**Total Comprehensive Income for the year**	**Transfer Pursuant to Composite Scheme of Arrangement**	**Balance as at 1st April,2015**
(i)	Equity component of other financial instruments	2,000,000,000		(2,000,000,000)	-
	Premium on Redemption of debentures	383,233,620		(383,233,620)	-
(ii)	Retained Earnings	46,653,957		(46,653,957)	-
(iii)	Reserves				
	1.1 Reserves representing unrealised gains/losses				
	Re-valuation Surplus				
	Remeasurements of the net defined benefit Plans	(593,096)		593,096	-
	1.2 Other Reserves				
	Capital Reserve				
	Capital Redemption Reserve				
	Securities Premium Account	1,831,938,890		(1,831,938,890)	-
	Debenture Redemption Reserve				
	General Reserve				
(iii)	**Total Reserves**	**1,831,345,794**	**-**	**(1,831,345,794)**	**-**

DESCRIPTION	**As at 1st April 2015**	**As at 31st March 2015**
3 OTHER LONG TERM LIABILITIES		
Advance for Land Purchase		
From Related Party		
-Jindal Saw Limited	521,883,018	521,883,018
From Others	130,000,000	130,000,000
Total Advance for Land Purchase	**651,883,018**	**651,883,018**
Total Other Long Term Liabilities	**651,883,018**	**651,883,018**
Less: Transfer pursuant to scheme of merger	651,883,018	-
Net	**-**	**651,883,018**
4 LONG TERM PROVISIONS		
For Employee Benefits		
Gratuity	361,040	361,040
Leave Encashment	390,680	390,680
Total Long Term Provisions	**751,720**	**751,720**
Less: Transfer pursuant to scheme of merger	**751,720**	**-**
Net	**-**	**751,720**
5 SHORT TERM BORROWINGS		
UNSECURED		
Loans and advances from related parties		
- Jindal ITF Limited	1,342,353,718	1,342,353,718
Total Short Term Borrowings	**1,342,353,718**	**1,342,353,718**
*Working capital loan was secured by hypothecation of company's entire current assets including inventories, receivables other current assets and operating cash flow, both present and future and carried interest @ 13.50% p.a.		
Less: Transfer pursuant to scheme of merger	**1,342,353,718**	**-**
Net	**-**	**1,342,353,718**

JITF SHIPYARDS LIMITED

Notes to Reference Balance Sheet as at April 1, 2015 **(Amount in Rs.)**

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
6 TRADE PAYABLES*		
Dues to other than Micro and Small enterprises*	4,500	4,500
Total Trade Payables	**4,500**	**4,500**
*There are no Micro and Small Enterprises, to whom the Company owes dues as at 31st March 2015. This Information as Required to be disclosed under the Micro, Small and Medium Enterprises Development Act 2006 has been Determined to the extent such Parties have been Identified on the basis of information available with the Company.		
Less: Transfer pursuant to scheme of merger	4,500	-
Net	**-**	**4,500**
7 OTHER CURRENT LIABILITIES		
a) Current maturities of Long term debt.	-	-
b) Interest accrued and due	-	-
c) Other payable		
Statutory Dues	2,511,693	2,511,693
Capital Creditors	3,188,860	3,188,860
Due to Employees	30,212	30,212
Due to others	2,386,917	2,386,917
Total Other Current Liabilities(a+b+c)	**8,117,682**	**8,117,682**
Less: Transfer pursuant to scheme of merger	8,117,682	-
Net	**-**	**8,117,682**
8 SHORT TERM PROVISIONS		
(a) For Employee Benefits		
Gratuity	10,199	10,199
Leave Encashment	18,686	18,686
Total Short Term Provisions (a+b)	**28,885**	**28,885**
Less: Transfer pursuant to scheme of merger	**28,885**	**-**
Net	**-**	**28,885**
9 PROPERTY PLANT AND EQUIPMENT AND CWIP		
Property Plant and Equipment	744,122,957	744,122,957
Capital Work in Progress	164,578	164,578
Total	**744,287,535**	**744,287,535**
Less: Transfer pursuant to scheme of merger	744,287,535	-
Net	**-**	**744,287,535**
10 NON CURRENT INVESTMENTS		
Equity Shares Fully Paid Up of Subsidiary Company-Unquoted		
Investment in Jindal Intellicom Ltd	108,754,470	108,754,470
Investment in JITF Coal Logistics Ltd	500,000	500,000
Investment in JITF Waterways Ltd.	6,133,380,680	6,133,380,680
Total	**6,242,635,150**	**6,242,635,150**
Less: Transfer pursuant to scheme of merger	(6,242,635,150)	-
Net	**-**	**6,242,635,150**
11 LONG-TERM LOANS AND ADVANCES		
Security Deposits		
Unsecured, considered good	514,932	514,932
Sub Total-Security Deposits	**514,932**	**514,932**
Total Long Term Loans and Advances	514,932	514,932
Less: Transfer pursuant to scheme of merger	514,932	-
Net	**-**	**514,932**
12 OTHER NON CURRENT ASSETS		
Capital Advances		
Unsecured, considered good		
To Related party-Jindal ITF Ltd.	-	-
To others	3,506,508	3,506,508
Sub Total- Capital Advances	3,506,508	3,506,508
Less: Transfer pursuant to scheme of merger	3,506,508	-
Net	**-**	**3,506,508**

JITF SHIPYARDS LIMITED

Notes to Reference Balance Sheet as at April 1, 2015 **(Amount in Rs.)**

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
13 INVENTORIES		
Scrap	1,000,000	1,000,000
Stores & consumables	25,200	25,200
Total Inventories	**1,025,200**	**1,025,200**
Less: Transfer pursuant to scheme of merger	1,025,200	-
Net	**-**	**1,025,200**
14 TRADE RECEIVABLES		
Unsecured,considered good		
Outstanding less than six months		
From Related Party-Jindal ITF Limited	8,495,647	8,495,647
Total Trade Receivables	**8,495,647**	**8,495,647**
Less: Transfer pursuant to scheme of merger	**8,495,647**	**-**
Net	**-**	**8,495,647**
15 CASH AND BANK BALANCES		
A Cash and Cash Equivalents		
Balances with Banks		
Current Accounts	2,335,338	2,335,338
Cash on Hand	11,048	11,048
B Other Bank Balances		
Fixed Deposit with original maturity of more than twelve months*	10,000,000	10,000,000
Total Cash and Bank Balances (A+B)	**12,346,387**	**12,346,387**
**Out of this Pledged with bank Rs.10,000,000/- (Previous year Rs. Nil) as margin for bank guarantee*		
Less: Transfer pursuant to scheme of merger	**12,346,387**	**-**
Net	**-**	**12,346,387**
16 SHORT-TERM LOANS AND ADVANCES		
Unsecured, Considered good		
Advance Recoverable in Cash or in kind*	7,591,622	7,591,622
Advance to related Party		
-Jindal ITF Limited	-	-
Other	504,761	504,761
Total Short Term Loans and Advances	**8,096,383**	**8,096,383**
*includes service tax cenvat,vat input etc.		
Less: Transfer pursuant to scheme of merger	**8,096,383**	**-**
Net	**-**	**8,096,383**
17 ASSETS FOR CURRENT TAX (NET)		
TDS Receivable	473,500	473,500
Total Assets for Current Tax	**473,500**	**473,500**
Less: Transfer pursuant to scheme of merger	**(473,500)**	-
Net	**-**	**473,500**
18 OTHER CURRENT ASSETS		
Interest accrued on Investment / Fixed Deposit	678,183	678,183
Total Other Current Assets	678,183	678,183
Less: Transfer pursuant to scheme of merger	**678,183**	**-**
Net	**-**	**678,183**

Auditor's Report

The Board of Directors,
JITF WATERWAYS LIMITED
A-1, UPSIDC Industrial Area,
Nandgaon Road, Kosi Kalan,
Uttar Pradesh – 281403

Limited Review Report–Reference Balance Sheet as at 31st March, 2015 and 1st April, 2015.

We have reviewed the accompanying statement of unaudited reference Balance Sheet as at 1st April, 2015 of **JITF WATERWAYS LIMITED** ("the Company"), being prepared for the purpose of Composite Scheme of Arrangement for Amalgamation of JITF SHIPYARDS LIMITED into the company as per Section II of the Scheme and Demerger of Ocean Waterways Business from the company into the Jindal Saw Limited as per Section III of the Scheme. Balance Sheet as at 31st March, 2015 depicts the State of Affairs of the Assets and Liabilities prior to effect of Section II and Section III of the Schemeand reference Balance Sheet as at 1st April, 2015 depicts the State of Affairs of Assets and Liabilities after Amalgamation JITF Shipyards Limited into the company and Demerger of Ocean Waterways Segment into the Jindal Saw Limited. This statement is the responsibility of the Company's Management and has been approved by the Board of Directors/committee of Board of Directors. Our responsibility is to issue a report on these financial statements based on our review.

The aforesaid reference Balance Sheet is made specifically for the purpose of Composite Scheme of Arrangement between JITF Shipyards Limited and JITF Waterways Limited as per Section II and Jindal Saw Limited and JITF Waterways Limited as Per Section III of the Scheme.Therefore, figures for the corresponding previous period ended 31st March,2014 as required under Indian Accounting Standard for Interim Financial Reportingnotified by Ministry of Corporate Affairs, has not been made and furnished.

We conducted our review in accordance with the Standard on Review Engagements (SRE) 2410, "Review of Interim financial information performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement(s). A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Based on our review conducted as stated above, nothing has come to our attention that causes us to believe that the accompanying statement of reference Balance Sheet as at 1st April, 2015 prepared in accordance with the Indian Accounting Standards issued under the Companies (Indian Accounting Standards) Rules, 2015 which continue to apply as per section 133 of the Companies Act, 2013 and other recognized accounting practices and policies, has not disclosed the information required to be disclosed, or that it contains any material misstatement.

For N.C. Aggarwal & Co.
Chartered Accountants
Firm Registration No. 003273N

Place : New Delhi
Dated : 8th February, 2016

(G.K. Aggarwal)
Partner
M.No.086622

JITF WATERWAYS LIMITED

Unaudited Reference IND AS Balance Sheet as at 1st April, 2015 Pursuant to Composite Scheme of Arrangement

(Amount in Rs.)

Particulars	Note No.	As at 1st April 2015	As at 31st March 2015
I. EQUITY AND LIABILITIES			
(1) Equity			
(a) Equity Share capital	1	20,000,000	2,044,793,560
(b) Other Equity			
(i) Equity component of other financial instruments			
(ii) Retained Earnings	2	-	(3,729,645,142)
(iii) Reserves			
1.1 Reserves representing unrealised gains/losses		(405,100)	(405,100)
1.2 Other Reserves		705,980,216	4,088,587,120
		725,575,116	**2,403,330,438**
(2) Share application money pending allotment			
(3) Non-current liabilities			
(a) Financial Liabilities			
(i) Long-term borrowings	3	161,979,759	2,194,735,060
(ii) Other financial liabilities	4	-	-
(b) Long-term provisions	5	751,720	742,627
		162,731,479	**2,195,477,687**
(4) Current liabilities			
(a) Financial Liabilities			
(i) Short Term Borrowings	6	47,866,037	149,457,514
(ii) Trade and other payables	7	426,289	327,494,475
(b) Other current liabilities	8	11,743,125	474,106,313
(c) Short-term provisions	9	28,885	64,687
(d) Liabilities for Current Tax (Net)		**60,064,336**	**951,122,989**
TOTAL		**948,370,931**	**5,549,931,114**
II. ASSETS			
(1) Non-current assets			
(a) Property, Plant and Equipment	10	784,029,365	1,794,416,760
(b) Capital work-in-progress		164,578	-
(c) Financial Assets			
(i) Non-current investments	11	109,254,470	67
(ii) Long-term loans and advances	12	4,021,441	537,868,302
(iii) Other Non Current Assets	13	-	19,385,502
(d) Deferred tax assets (net)	14	17,567,302	1,489,761,712
		915,037,156	**3,841,432,343**
(2) Current assets			
(a) Inventories	15	1,213,679	63,164,150
(b) Financial Assets			
(i) Current investments			
(i) Trade and other receivables	16	9,079,287	758,304,314
(ii) Cash and cash equivalents	17	12,346,387	117,410,674
(iii) Short-term loans and advances	18	10,016,239	760,585,054
(c) Other current assets	19	678,183	9,034,579
		33,333,775	**1,708,498,771**
TOTAL		**948,370,931**	**5,549,931,114**

In terms of our report of even date annexed hereto

Note:Reference Balance Sheet prepared under Indian Accounting Standards (Ind AS) from the transition date 1st April 2014 for the year ended 31st March 2015 is solely for the use of the Company for Filing with Hon'ble High Court of Allahabad (Uttar Pradesh) and other regulatory authority in connection with the proposed Composite Scheme of Arrangement.

For N.C. AGGARWAL & CO.
Chartered Accountants
Firm Registration No. 003273N

G.K.AGGARWAL
Partner
M.No.086622

Place : New Delhi
Dated : 8th February, 2016

For and on behalf of the Board Of Directors of
JITF Waterways Limited

Preetika Singh Johar
Director
DIN No. 06959515

Alok Kumar
Director
DIN No.00930344

Megha Gupta
Company Secretary
M. No. A25008

JITF WATERWAYS LIMITED
Statement of change in equity of reference Balance Sheet as at April 1, 2015

(Amount in Rs.)

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
1 SHARE CAPITAL		
(a) Authorised Share Capital		
21,00,00,000 Equity Shares of 10/- each	2,100,000,000	2,100,000,000
(b) Issued, Subscribed and Fully Paid-Up		
20,44,79,356 (Previous year 20,44,79,356) Equity Shares of 10/- each fully paid-up	2,044,793,560	2,044,793,560
Less: Reduction Pursuant to Section III of the Composite Scheme of Arrangement	(2,024,793,560)	-
Net	**20,000,000**	**2,044,793,560**
(c) Reconciliation of the Number of Shares outstanding at the beginning and at the end of the year		
Shares outstanding at the beginning of the year		122,413,333
Shares issued during the year		82,066,023
Shares outstanding at the end of the year		**204,479,356**
(d) Share of the company held by :-		
Its Holding Company-Jindal Saw Limited		
No. of Shares Held		204,479,356
(e) Shares in the Company held by each Shareholder Holding More than 5% shares are as under:		
Name of the Equity Shareholder		
Jindal Saw Limited*		
No. of Shares Held		204,479,356
% of Holding		100%
* Including 700 Shares (Previous year 700 shares)held by Person/Companies as nominee of JITF Shipyards Limited		
(f) Aggregate number of bonus shares issued, shares issued or consideration other than cash and bought back shares during the period of five years immediately preceding the reporting date:		Nil
(g) **Terms/Rights attached to Equity Shares**		
The Company has only one class of equity shares having a par value of Rs.10/- per equity share. Each equity shareholder is entitled to one vote per share.		

2 OTHER EQUITY

(Amount in Rs.)

Particulars	Balance as at 31st March, 2015	Total Comprehensive Income for the year	Transfer/ Adjustments in Pursuant to Section II Composite Scheme of Arrangement	Cancelled/ Reduction in Pursuant to Scheme	Issue during the year	Transfer Out/ Adjustments Pursuant to Section III of Composite Scheme of Arrangement	Balance as at 1st April, 2015
(i) Equity component of other financial instruments			2,000,000,000			(2,000,000,000)	-
Premium on CCD			383,233,620			(383,233,620)	-
(ii) Retained Earnings	(3,729,645,142)	-	46,060,861			3,683,584,281	-
(iii) Reserves							
1.1 ***Reserves representing unrealised gains/losses***							
Re-valuation Surplus							
Remeasurements of the net defined benefit Plans	(405,100)	-	-	-	-	-	(405,100)
1.2 ***Other Reserves***						*	
Capital Reserve Account			-		-	161,148,354	161,148,354
Securities Premium Account	4,088,587,120	-	-	(3,543,755,258)	-	-	544,831,862
(iii)Total Reserves	**4,088,182,020**	**-**	**-**	**(3,543,755,258)**	**-**	**161,148,354**	**705,575,116**
Grand Total	**358,536,878**	**-**	**2,046,060,861**	**(3,543,755,258)**	**-**	**1,844,732,635**	**705,575,116**

Reduction in Securities Premium

Note: 9.25% CCD's are compulsorily convertible within five years from March, 2011 with call option by the promoter of the Company -Jindal Saw Limited to buy back CCD's at premium of 1% of the paid up value of the CCD's, so as to give an IRR of 14% per annum (inclusive of 9.25% coupon rate). It also carry put option by the financial institution to require the promoter to buy back CCD's in three installments upto 30:30:40 each year after 3rd, 4th and 5th year respectively from the date of allotment i.e. 13th April, 2011. IFCI has exercised put option on Jindal Saw Ltd to buy 12% CCD, 12 No. of Face value of Rs. 10 crores each aggregating to Rs. 120 crores upto 31st March, 2015.

JITF WATERWAYS LIMITED
Notes to Reference Balance sheet as at April 1, 2015

(Amount in Rs.)

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
3 LONG-TERM BORROWINGS		
SECURED LONG TERM BORROWINGS		
Term Loan From Banks*	2,194,735,060	2,194,735,060
Loan from others	130,000,000	-
Total Long Term Borrowings	**2,324,735,060**	**2,194,735,060**
Less: Transferred pursuant to Section III of Composite Scheme of Arrangement	(2,162,755,301)	-
Net	**161,979,759**	**2,194,735,060**

*Term Loan from ICICI Bank of Rs.244.51 crores carries interest@13.50% p.a-14.50% p.a.Loan is repayable as follows: F.Y 2015-16 Rs.25.04 crores F.Y 2016-17 Rs.25.10 crores each year,F.Y 2017-18 Rs.46.56 crores,F.Y2018-19 Rs.50.05 crores F.Y.2019-2020 Rs.61.12 crore and F.Y.2020-2021 Rs.36.64 crore.

Term Loans are secured against mortgage of Vessels by first charge in favour of Banks. Term Loans are also guaranteed by way of pledge of 30% equity of the company and also supported by letter of undertaking/corporate guarantee of ultimate holding company. Loan is also secured by Corporate Guarantee of Jindal ITF Limited. Term loan of Rs 123 crores is also secured by second pari passu charge over the receivables accruing to the Borrower.

4 OTHER LONG TERM LIABILITIES		
Advance for Land Purchase		
From Related Party		
-Jindal Saw Limited	502,683,018	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(502,683,018)	-
	-	-
5 LONG-TERM PROVISIONS		
Provision for Leave Encashment	742,627	742,627
Total Long term Provisions	**742,627**	**742,627**
Add: Increased pursuant to the scheme of merger:		-
Provision for Gratuity	361,040	
Provision for Leave Encashment	390,680	
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(742,627)	-
Net	**751,720**	**742,627**
6 SHORT-TERM BORROWINGS		
(a) Loan repayable on Demand		
Secured		
Working Capital borrowings From banks*	93,754,290	93,754,290
Secured Short term borrowings	**93,754,290**	**93,754,290**

*Working Capital Facility is secured by way of hypothecation and/or pledge of current assets namely finished good, raw material , work in progress , consumable stores and spares, book debts, bill receivable and by way of second charge in respect of other moveable and immoveable properties of the Company. Working Capital Facility is repayable on demand.

(b) Loans and advances from related parties		
Unsecured		
- Jindal ITF Ltd.	**55,703,224**	**55,703,224**
	55,703,224	**55,703,224**
Total Short TermBorrowings	**149,457,514**	**149,457,514**
Add:Loan to Jindal ITF pursuant to Section II of the Composite Scheme of Arrangement	1,361,553,718	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(1,463,145,195)	
Net Payable to Jindal ITF Limited	**47,866,037**	**149,457,514**

JITF WATERWAYS LIMITED
Notes to Reference Balance sheet as at April 1, 2015

(Amount in Rs.)

	DESCRIPTION	As at 1st April 2015	As at 31st March 2015
7	**TRADE PAYABLES**		
	Dues to other than Micro and Small enterprises	327,494,475	327,494,475
	Total Trade Payables	**327,494,475**	**327,494,475**
	Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	4,500	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(327,072,686)	-
	Net	**426,289**	**327,494,475**
	*There are no Micro and Small Enterprises, to whom the Company owes dues as at 31st March,2015. This Information as Required to be disclosed under the Micro, Small and Medium Enterprises Development Act 2006 has been Determined to the extent such Parties have been Identified on the basis of information available with the Company.		
8	**OTHER CURRENT LIABILITIES**		
	Current maturity of Long Term Debt	250,400,000	250,400,000
	Payable to related party		
	Jindal ITF Limited	1,669,916	1,669,916
	Dues to Employees	1,794,654	1,794,654
	Other payable		
	Statutory Dues	14,714,912	14,714,912
	Other liabilities	205,526,831	205,526,831
	Total Other Current Liabilities	**474,106,313**	**474,106,313**
	Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	8,117,682	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement*	(470,480,870)	-
	Net	**11,743,125**	**474,106,313**
	*Comprising of:		
	Current maturity of Long Term Debt	250,400,000	
	Payable to related party		
	Jindal ITF Limited	1,669,916	
	Dues to Employees	1,794,654	
	Other payable		
	Statutory Dues	14,714,912	
	Other liabilities	201,901,388	
		470,480,870	**-**
9	**SHORT TERM PROVISIONS**		
	For Employee Benefits		
	Leave Encashment	64,687	64,687
	Total Short Term Provisions	**64,687**	**64,687**
	Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	28,885	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(64,687)	-
	Net	**28,885**	**64,687**
10	**FIXED ASSETS**		
	Tangible Fixed Assets	1,794,416,760	1,794,416,760
	Intangible Fixed Assets	-	-
		1,794,416,760	1,794,416,760
	Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	744,122,958	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(1,754,510,353)	-
	Net	**784,029,365**	**1,794,416,760**
11	**NON-CURRENT INVESTMENTS**	67	67
	Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	6,242,635,150	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(6,133,380,680)	-
	Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(67)	
	Net	**109,254,470**	**67**

JITF WATERWAYS LIMITED
Notes to Reference Balance sheet as at April 1, 2015

(Amount in Rs.)

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
12 LONG TERM LOANS AND ADVANCES		
Security Deposit	6,730,143	6,730,143
Loan and advance to related party		
JITF Shipping and Logistics(Singapore) Pte. Ltd	531,138,159	531,138,159
Total Long Term Loans and advances	**537,868,302**	**537,868,302**
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	4,021,441	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement*	(537,868,302)	-
Net	**4,021,441**	**537,868,302**
*Comprising of:		
Security Deposit	6,730,143	
Loan and advance to related party		
JITF Shipping and Logistics(Singapore) Pte. Ltd	531,138,159	
	537,868,302	**-**
13 OTHER NON CURRENT ASSETS		
Capital advance	19,385,502	19,385,502
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(19,385,502)	-
Net	**-**	**19,385,502**
14 DEFERRED TAX ASSET (NET)	**1,489,761,712**	**1,489,761,712**
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(1,472,194,410)	-
Net	**17,567,302**	**1,489,761,712**
15 INVENTORIES		
Stores and Spares	23,664,385	23,664,385
Fuel and Lubricants	39,499,764	39,499,764
	63,164,149	**63,164,150**
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	1,025,200	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(62,975,670)	-
Total Inventories	**1,213,679**	**63,164,150**
16 TRADE RECEIVABLES		
Outstanding More than Six Months		
Unsecured, Considered good	675,454,639	675,454,636
Outstanding Less than Six Months		
Unsecured, Considered good	82,849,678	82,849,678
Total Trade Receivables	**758,304,317**	**758,304,314**
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	8,495,645	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(757,720,675)	-
Net	**9,079,287**	**758,304,314**
17 CASH & BANK BALANCES		
(a) Cash And Cash Equivalents		
Cash-in-hand	21,882	21,882
Balances with Banks		
In current accounts	7,582,924	7,582,924
Fixed deposit with original maturity less than three months		-
(b) Other Bank Balances		
Fixed Deposits with original maturity more than three months but less than twelve months	109,805,868	109,805,868
Fixed Deposits with original maturity more than twelve months*		-
Total Cash and Bank balances(a+b)	**117,410,674**	**117,410,674**
Pledged with bank as margin for bank guarantee		
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement*	12,346,387	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement**	(117,410,674)	-
Net	**12,346,387**	**117,410,674**

(Amount in Rs.)

DESCRIPTION	As at 1st April 2015	As at 31st March 2015
***Comprising of**		
Cash-in-hand	2,335,338	
In current accounts	11,048	
Fixed Deposits with original maturity more than three months but less than twelve months	10,000,000	
	12,346,386	**-**
**Comprising of		
Cash-in-hand	21,882	
In current accounts	7,582,924	
Fixed Deposits with original maturity more than three months but less than twelve months	109,805,868	
	117,410,674	**-**
18 SHORT-TERM LOANS AND ADVANCES		
(a) Advance Recoverable in cash or in kind*		
Unsecured, considered good	185,040,434	185,040,434
	185,040,434	**185,040,434**
(b) Other Loans and Advances		
Unsecured, considered good		
Advance taxation (net of provision)	60,435,278	60,435,278
Advances to vendors	514,551,972	514,551,972
Loans to Employees	557,370	557,370
Sub Total-Other Loan and Advances	**575,544,620**	**575,544,620**
Total -Short Term Loans and Advances	**760,585,054**	**760,585,054**
**includes insurance claim receivable, service tax receivable and advances,etc.*		
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	8,569,882	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement**	(759,138,697)	-
Net	**10,016,239**	**760,585,054**
****Comprising of**		
Advance Recoverable in cash or in kind	185,040,434	
Advance taxation (net of provision)	60,435,278	
Advances to vendors	513,105,615	
Loans to Employees	557,370	
	759,138,697	**-**
19 OTHER CURRENT ASSETS		
Interest Accrued on Fixed Deposits	9,034,579	9,034,579
Total Other Current Assets	**9,034,579**	**9,034,579**
Add: Increased pursuant to Section II of the Composite Scheme of Arrangement	678,183	-
Less: Transferred pursuant to Section III of the Composite Scheme of Arrangement	(9,034,579)	-
Net	**678,183**	**9,034,579**

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD
ORIGINAL COMPANY JURISDICTION
COMPANY APPLICATION NO. 4 OF 2016
[Under Sections 391-394 of the Companies Act, 1956]

DISTRICT : MATHURA

IN THE MATTER OF
COMPOSITE SCHEME OF ARRANGEMENT AMONG JINDAL SAW LIMITED AND JITF INFRALOGISTICS LIMITED AND JITF SHIPYARDS LIMITED AND JITF WATERWAYS LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS.

AND

IN THE MATTER OF

JINDAL SAW LIMITED a company duly incorporated and existing under the Companies Act, 1956, having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403.

...Applicant / Demerged Company 1 / Resulting Company 2

FORM OF PROXY

CIN: **L27104UP1984PLC023979**

Name of the company: **Jindal Saw Limited**

Registered office: **A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403**

Name of the creditor(s):
Registered address:
E-mail Id:

I/We, the undersigned, an Unsecured Creditor/s of Jindal Saw Limited (the "Company"), do hereby appoint:

1. Name:.....
   Address: .....
   Email Id: .....
   Signature:....., or failing him

2. Name:.....
   Address: .....
   Email Id: .....
   Signature:..... , or failing him

3. Name:.....
   Address: .....
   Email Id: .....
   Signature:.....

as my/our proxy, to attend for me/us and on my/ our behalf at the meeting of the Unsecured Creditors of the Company, to be held at the Registered Office of the Company at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403 on Saturday, the 9th day of April, 2016 at 02.00 pm, for the purpose of considering, and if thought fit, approving with or without modification(s), the Composite Scheme of Arrangement among Jindal Saw Limited and JITF Infralogistics Limited and JITF Shipyards Limited and JITF Waterways Limited and their respective Shareholders and Creditors ("the Scheme") and at such meeting and any adjournment thereof, to vote (on a poll), for me / us and in my / our name _____(here **"If for" insert "For", "If against" insert "Against" and in the latter case strikeout the words below after the "Scheme")** the said Scheme as my/ our proxy may approve.

Dated this_____ day of _____ 2016.

_____
Signature:

Notes:

(1) Please affix revenue stamp of not less than Re.1 before putting signature.

(2) The proxy must be deposited at the Registered Office of the Company at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403 at least 48 hours before the commencement of the meeting.

(3) Strike out which is not necessary.

(4) All alterations made in the Form of Proxy should be initialed.

(5) Bodies Corporate would be required to deposit a certified copy of the resolution under Section 113 of the Companies Act, 2013 of its Board of Directors or other governing body authorizing the individuals named therein, to attend & vote at the meeting on its behalf. These documents must be deposited at the Registered Office of the Company at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403, at least 48 hours before the commencement of the meeting.

(6) In case of multiple proxies, proxy later in time shall be accepted.

Jindal Saw Limited

[CIN NO. L27104UP1984PLC023979]

Registered Office: A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403

ATTENDANCE SLIP

I/We, _____ hereby record my/our presence at the court convened meeting of the Unsecured Creditors of Jindal Saw having its Registered Office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh 281403, convened pursuant to Order dated 17th February 2016 of the Hon'ble High Court of Judicature at Allahabad on Saturday, the 9th day of April, 2016 at 02.00 pm.

Name & Address of the Unsecured Creditor : _____

Name & Address of the Authorized Representative/Proxy Holder : _____

Signature of the Unsecured Creditor/ Signature of the Proxy Holder / Authorized Representative : _____

Notes:

Unsecured Creditors attending the Meeting in Person or by Proxy are requested to complete and bring the Attendance Slip with them and hand it over at the entrance of the Meeting Hall.

Route map to the venue of the meeting

