

COMPOSITE SCHEME OF ARRANGEMENT

BETWEEN

HSB CORPORATE CONSULTANTS PRIVATE LIMITED

(TRANSFEROR COMPANY 1)

AND

JUBILANT STOCK HOLDING PRIVATE LIMITED

(TRANSFEROR COMPANY 2)

AND

SSB CONSULTANTS & MANAGEMENT SERVICES PRIVATE LIMITED

(TRANSFEROR COMPANY 3)

AND

JCPL LIFE SCIENCE VENTURES AND HOLDINGS PRIVATE LIMITED

(TRANSFEROR COMPANY 4)

AND

JSPL LIFE SCIENCE SERVICES AND HOLDINGS PRIVATE LIMITED

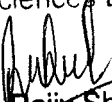
(TRANSFEROR COMPANY 5)

AND

JUBILANT LIFE SCIENCES LIMITED

(TRANSFEREE COMPANY / DEMERGED COMPANY)

Certified True Copy
For Jubilant Life Sciences Limited


Rajiv Shah
Company Secretary

AND

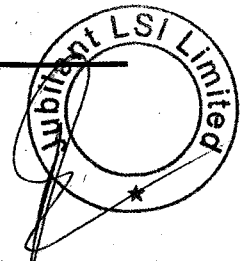
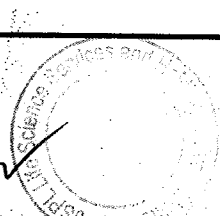
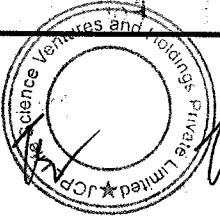
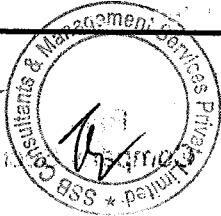
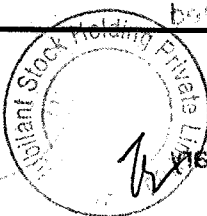
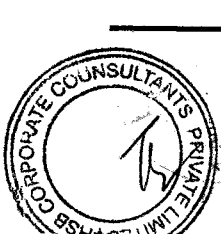
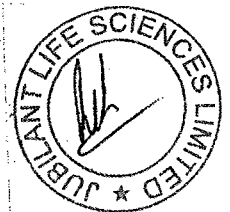
JUBILANT LSI LIMITED

(RESULTING COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

**(UNDER SECTIONS 230 TO 232 AND OTHER APPLIABLE PROVISIONS OF THE
COMPANIES ACT, 2013)**



PREAMBLE

(A) BACKGROUND AND DESCRIPTION OF THE COMPANIES WHO ARE PARTIES TO THIS SCHEME

1. This Scheme is presented pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act read with Sections 2(1B), 2(19AA) and other applicable provisions of the IT Act, and provides for the:
 - (i) amalgamation of the Transferor Companies into the Transferee Company/ Demerged Company; and
 - (ii) following the amalgamations referred to at Clause (A)1.(i) above, demerger of the LSI Undertaking of the Transferee Company/ Demerged Company and vesting of the same with the Resulting Company, on a going concern basis.

Additionally, this Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

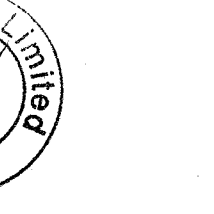
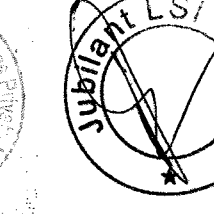
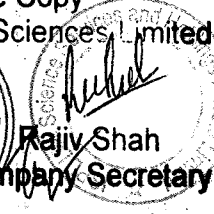
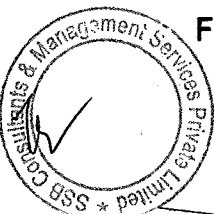
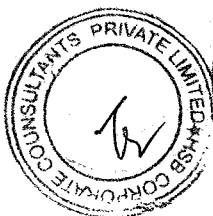
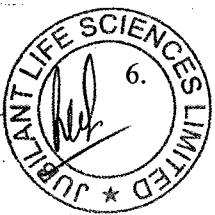
2. The Transferor Company 1 was incorporated on January 29, 2013 under the provisions of the Companies Act, 1956. The Corporate Identification Number of the Transferor Company 1 is U74120UP2013PTC054821 and its registered office is situated at Plot No. 1A, Sector-16A, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201301. The Transferor Company 1 is *inter alia* engaged in the business of making, holding and nurturing investments in life sciences businesses.
3. The Transferor Company 2 was incorporated on December 15, 2008 under the provisions of the Companies Act, 1956. The Corporate Identification Number of the Transferor Company 2 is U52100UP2008PTC043688 and its registered office is situated at Plot No. 1A, Sector-16A, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201301. The Transferor Company 2 is *inter alia* engaged in the business of making, holding and nurturing investments in life sciences businesses.
4. The Transferor Company 3 was incorporated on January 29, 2013 under the provisions of the Companies Act, 1956. The Corporate Identification Number of the Transferor Company 3 is U74120UP2013PTC054823 and its registered office is situated at Plot No. 1A, Sector-16A, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201301. The Transferor Company 3 is *inter alia* engaged in the business of making, holding and nurturing investments in life sciences businesses.
5. The Transferor Company 4 was incorporated on November 21, 2016 under the provisions of the Companies Act, 2013. The Corporate Identification Number of the Transferor Company 4 is U74999UP2016PTC087833 and its registered office is situated at Plot No. 1A, Sector-16A, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201301. The Transferor Company 4 is *inter alia* engaged in the business of making, holding and nurturing investments in life sciences businesses.

6. The Transferor Company 5 was incorporated on November 15, 2016 under the provisions of the Companies Act, 2013. The Corporate Identification Number of the Transferor Company 5 is U74999UP2016PTC087691 and its registered office is situated at Plot No. 1A, Sector-16A, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201301. The Transferor Company 5 is *inter alia* engaged in the business of making, holding and nurturing investments in life sciences businesses.

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For Jubilant Life Sciences Limited

Rajiv Shah
Company Secretary



7. The Transferee Company/ Demerged Company was incorporated on June 21, 1978 under the provisions of the Companies Act, 1956. The Corporate Identification Number of the Transferee Company/ Demerged Company is L24116UP1978PLC004624 and its registered office is situated at Bhartiagram Gajraula, District Amroha, Uttar Pradesh - 244223. The Transferee Company/ Demerged Company is a listed company and its securities are listed on the Indian Stock Exchanges.
8. The Demerged Company is an integrated global pharmaceutical and life sciences company engaged in the following businesses:
- Under the pharmaceuticals business, the Demerged Company, through its wholly owned subsidiary, Jubilant Pharma Limited, is engaged, directly or indirectly, through its subsidiaries, in the manufacture and supply of active pharmaceutical ingredients (APIs), solid dosage formulations, radiopharmaceuticals, allergy therapy products and contract manufacturing of sterile injectibles and non-sterile products through six United States Food and Drug Administration (USFDA) approved manufacturing facilities in the United States, Canada and India and a network of over 50 radio-pharmacies in the United States;
 - The drug discovery and development solutions business, provides proprietary in-house innovation and collaborative research and partnership for out-licensing through two world class research centers in India;
 - India branded pharmaceuticals business. The sale of this business has been approved by the Demerged Company to its wholly-owned indirect subsidiary on or before January 1, 2020; and
 - The life science ingredients business comprises of specialty intermediates, nutritional products and life science chemicals businesses through five manufacturing facilities in India and includes its subsidiaries mentioned under S. No. 5 of Schedule I.
9. The Resulting Company was incorporated on October 23, 2019 under the provisions of the Companies Act, 2013. The Corporate Identification Number of the Resulting Company is U24299UP2019PLC122657 and its registered office is situated at Bhartiagram, Gajraula, District Amroha – 244 223, Uttar Pradesh, India.
10. The Resulting Company was incorporated to undertake the business of Life Sciences Limited ingredients segment.

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For Jubilant Life Sciences Limited

[Signature]
Rajiv Shah

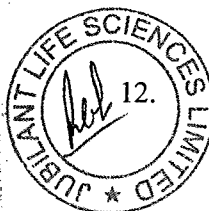
Company Secretary

(B) RATIONALE, PURPOSE AND OBJECT OF THIS SCHEME

11. The Board of Directors of the Companies are of the view that the (a) amalgamation of the Transferor Companies into the Transferee Company pursuant to Part B of this Scheme, and (b) demerger of the LSI Undertaking of the Demerged Company into the Resulting Company pursuant to Part C of this Scheme, *inter alia*, would lead to the following benefits:

12. The amalgamation of the Transferor Companies into the Transferee Company shall provide the following benefits:

- Currently, a significant portion of the Promoters' shareholding in the Transferee Company is held indirectly, through a multi-tier structure. The proposed amalgamations will result in simplification and streamlining of the shareholding structure of the Transferee Company by elimination of shareholding tiers and simplification of a large part of indirect Promoters' shareholding into a clearer



structure directly identifiable with the Promoters;

- (ii) Further, such a simplified direct holding structure is expected to bring greater transparency in the Promoters' shareholding and demonstrate Promoters' direct commitment and engagement with the Transferee Company, from the perspective of its shareholders; and
 - (iii) The proposed simplification of holding structure will also make it simpler for the Transferee Company to identify its ultimate beneficial owner for various applicable know your customer (KYC) requirements.
13. The demerger of the LSI Undertaking of the Demerged Company into the Resulting Company shall provide the following benefits:
- (i) Creation of a separate, distinct and focussed entity housing the LSI Undertaking leading to greater operational efficiencies for the LSI Undertaking;
 - (ii) Independent setup of each of the undertaking of the Demerged Company and the Resulting Company will ensure required depth and focus on each of the companies and adoption of strategies necessary for the growth of the respective companies. The structure shall provide independence to the management in decisions regarding the use of their respective cash flows for dividends, capital expenditure or other reinvestment in their respective businesses;
 - (iii) Unlocking of value for shareholders of the Demerged Company by transfer of the LSI Undertaking, which would enable optimal exploitation, monetization and development of both, Residual Undertaking and the LSI Undertaking by attracting focused investors having the necessary ability, experience and interests in this sector and by allowing pursuit of inorganic and organic growth opportunities in such businesses; and
 - (iv) Enabling the business and activities to be pursued and carried on with greater focus and attention through two separate companies each having its own separate administrative set up and dedicated management.
14. There would neither be any change in the number of shares nor in the percentage shareholding of the Promoters on an aggregate basis in the Transferee Company pursuant to the amalgamations contemplated under Part B of this Scheme.

15. All costs, charges and expenses and taxes/duties arising out of or in connection with the amalgamations contemplated under Part B of this Scheme shall be borne by the Promoters. The Transferor Companies shall have no liabilities on the Effective Date. Additionally, this Scheme also provides that the Promoters of the Transferee Company shall fully indemnify the Transferee Company and keep the Transferee Company indemnified for liability, claim, demand, if any, of past, present and future and which may devolve on the Transferee Company on account of the amalgamations contemplated under Part B of this Scheme.

16. The implementation of this Scheme is aimed at protecting and maximizing value for the shareholders of the Transferee Company as well as the creditors and all other stakeholders.

The restructuring under this Scheme would enable focused business approach for maximization of benefits to all stakeholders and capitalize on the opportunity for the growth.

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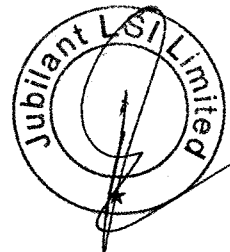
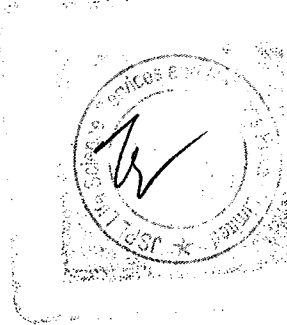
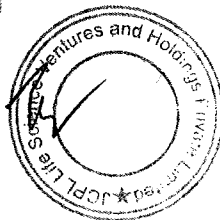
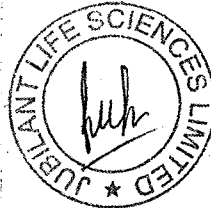
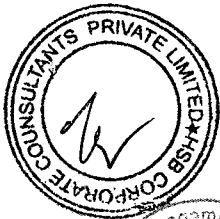
For Jubilant Life Sciences Limited

Rajiv Shah
Company Secretary

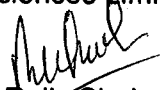
(C) **PARTS OF THIS SCHEME**

18. This Scheme is divided into the following parts:

- PART A** - Definitions and Capital Structure of the Companies;
- PART B** - Amalgamation of the Transferor Companies into the Transferee Company;
- PART C** - Demerger of the LSI Undertaking of the Demerged Company into the Resulting Company; and
- PART D** - General Terms and Conditions.



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For Jubilant Life Sciences Limited**


**Rajiv Shah
Company Secretary**

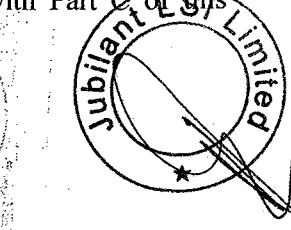
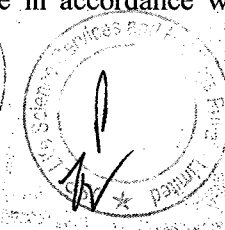
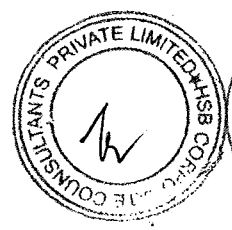
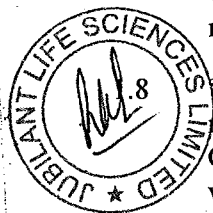

Rajiv Shah
Company Secretary


PART A

1. **DEFINITIONS**

In this Scheme, unless repugnant to the subject or meaning or context thereof, the following expressions shall have the meaning attributed to them as below:

- 1.1 **"Accounting Standards"** means the Indian Accounting Standards notified under the Companies (Indian Accounting Standards) Rules, 2015, as may be amended from time to time, as per Section 133 of the Companies Act, 2013 issued by the Ministry of Corporate Affairs and the other generally accepted accounting principles in India;
- 1.2 **"Act"** means the Companies Act, 2013, as amended from time to time;
- 1.3 **"Applicable Law(s)"** means (i) all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines or policies of any applicable country and/ or jurisdiction; (ii) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or approvals of, or agreements with, any governmental authority; and (iii) international treaties, conventions and protocols, as may be in force from time to time;
- 1.4 **"Asset(s)"** mean assets of every kind, nature and description, whether included in the balance sheet or not and includes movable property, immovable property, leasehold property, freehold property, owned property, leased property, tangible or intangible assets (including all investments, acquisitions, holdings in equity shares, preference shares, debentures and other securities of all descriptions of associate/ subsidiary/ joint venture companies in India and elsewhere), Intellectual Property, computers and accessories, software and related data, leasehold improvements, plant and machinery, offices, capital work in progress, vehicles, furniture, fixtures, office equipment, electricals, appliances and accessories, advance tax, tax deducted at source credits, tax credits (including but not limited to minimum alternate tax credit, pre-deposits made in indirect taxes, credits in respect of sales tax, value added tax, service tax, goods and services tax and other indirect taxes), deferred tax benefits;
- 1.5 **"Board of Directors"** means the respective board of directors of the Companies and shall, unless repugnant to the context, include a committee of directors or any person authorized by the Board of Directors or such committee of directors;
- 1.6 **"Companies"** means the Transferor Companies, the Transferee Company/ Demerged Company and the Resulting Company, collectively;
- 1.7 **"Demerger Appointed Date"** means the Effective Date as applicable to the demerger of the LSI Undertaking of the Demerged Company into the Resulting Company, or such other date as may be mutually agreed in writing between the Demerged Company and the Resulting Company and fixed by the Boards of the Demerged Company and the Resulting Company, respectively;
- "Demerger Record Date"** means the date which shall be a date after the Effective Date referred to in Clause 1.10 (ii) below to be fixed by the Board of Directors of the Demerged Company for the purpose of determining the shareholders of the Demerged Company to whom the Demerger Shares will be issued and allotted by the Resulting Company pursuant to this Scheme;
- 1.9 **"Demerger Share(s)"** means the fully paid-up equity share(s) of Re. 1/- (Rupee One only) each to be issued and allotted by the Resulting Company to each of the shareholders of the Demerged Company as of the Demerger Record Date in accordance with Part C of this Scheme;




Rajiv Shah
Company Secretary

1.10 "Effective Date" means:

- (i) in relation to the amalgamation of the Transferor Companies into the Transferee Company, as set out in Part B of this Scheme, such date or dates as of which the Transferor Companies and the Transferee Company shall have filed the certified copy of the NCLT's order sanctioning this Scheme with the RoC; and
- (ii) in relation to the demerger of the LSI Undertaking, as set out in Part C of this Scheme, such date as of which each of the Demerged Company and the Resulting Company shall have filed the certified copy of the NCLT's order sanctioning this Scheme with the RoC.

Any references in this Scheme to "upon this Scheme becoming effective" or "effectiveness of this Scheme" shall refer to the Effective Date;

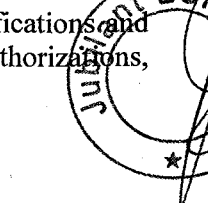
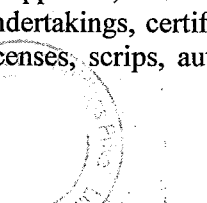
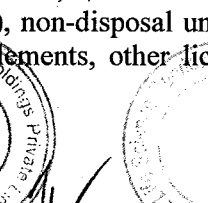
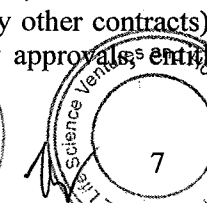
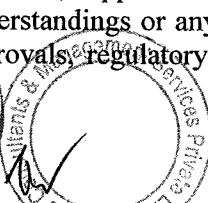
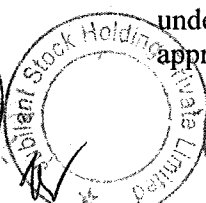
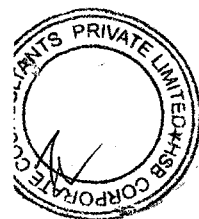
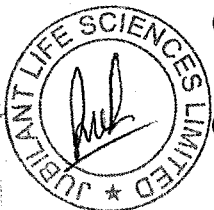
1.11 "Intellectual Property" means and includes all intellectual properties including trademarks, service marks, logos, trade names, domain names, database rights, design rights, rights in know-how, trade secrets, copyrights, moral rights, confidential processes, patents, inventions and any other intellectual property or proprietary rights (including rights in computer software) pertaining to the LSI Undertaking of the Demerged Company, in each case whether registered or unregistered and including applications for the registration or grant of any such rights and any and all forms of protection having equivalent or similar effect anywhere in the world;

1.12 "IT Act" means the Income-tax Act, 1961 and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force;

1.13 "Liability(ies)" means liabilities of every kind, nature and description including contingent liabilities, whether past, present or future, including, but not limited to, secured loans, unsecured loans, borrowings, statutory liabilities, contractual liabilities, duties, obligations, guarantees and those arising out of proceedings of any nature;

1.14 "LSI Undertaking" means the Assets and Liabilities, directly or indirectly, contractually or otherwise, related to the life science ingredients business of the Demerged Company including land and immovable properties, investments in subsidiaries/ associate/ group companies in India or abroad, other movable assets as on the Demerger Appointed Date. Without prejudice and limitation to the generality of the above, the LSI Undertaking means and includes without limitation, the following and the items more particularly listed in Schedule I:

- (i) all Assets of the LSI Undertaking wherever situated, including, but not limited to, the past track record, profitability, experience, credentials and market share of the Demerged Company relating to the LSI Undertaking;
- (ii) all Intellectual Property pertaining to the LSI Undertaking, as identified and applicable;
- (iii) all rights and licenses, all assignments and grants thereof, all permits, clearances and registrations whether under central, state or other laws, rights (including rights/obligations under agreement(s) entered into with various persons including independent consultants, subsidiaries/ associate/ joint venture companies in India or abroad and other shareholders of such subsidiary/ associate/ joint venture companies, contracts, applications, letters of intent, letter of approval, memorandum of understandings or any other contracts), non-disposal undertakings, certifications and approvals, regulatory approvals, entitlements, other licenses, scrips, authorizations,



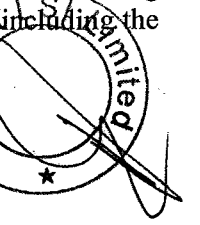
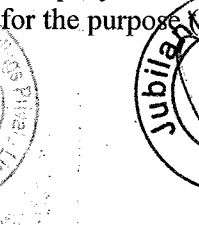
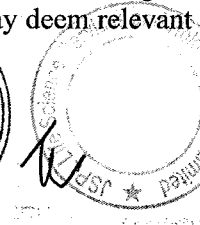
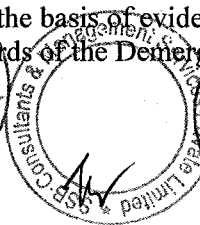
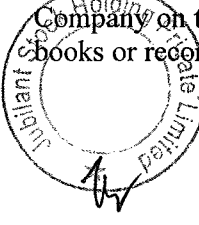
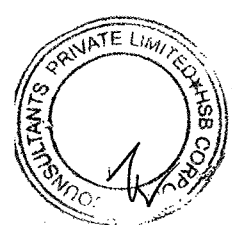
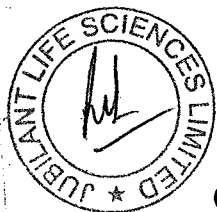

Rajiv Shah


Company Secretary

consents, tenancies, investments and/or interest (whether vested, contingent or otherwise), taxes, share of advance tax, tax deducted at source credit, tax credits (including but not limited to minimum alternate tax credit, credits in respect of excise duty, sales tax, state taxes, value added tax, service tax, goods and services tax and other indirect taxes), carried forward losses/ unabsorbed depreciation, if any, deferred tax benefits and other benefits in respect of the LSI Undertaking, cash balances, bank accounts and bank balances, deposits, advances, recoverables, receivables, easements, advantages, financial assets, treasury investments, hire purchase and lease arrangements, funds belonging to or proposed to be utilised for the LSI Undertaking, privileges, all other claims, rights and benefits, powers and facilities of every kind, nature and description whatsoever, utilities, provisions, funds/ benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the LSI Undertaking;

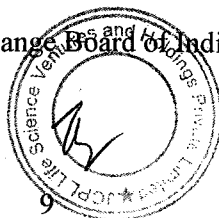
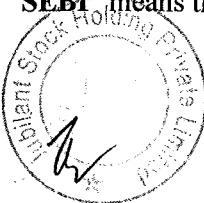
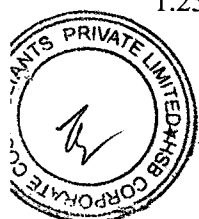
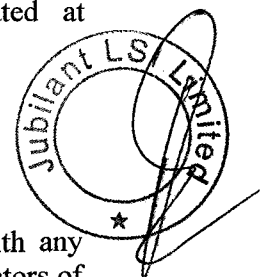
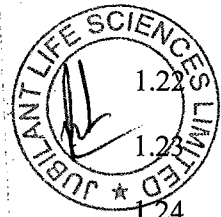
- (iv) all books, records, files, papers, governance templates and process information, records of standard operating procedures, computer programmes along with their licenses, manuals and back up copies, advertising materials, and other data and records whether in physical or electronic form, directly or indirectly in connection with or relating to the LSI Undertaking;
- (v) any and all earnest monies and/or security deposits, pre-deposits under indirect taxes or other entitlements in connection with or relating to the LSI Undertaking;
- (vi) employees of the Demerged Company that are determined by the Demerged Company to be engaged in or in relation to the LSI Undertaking on the date immediately preceding the Effective Date;
- (vii) all legal proceedings (past, present or future) of whatsoever nature by or against the Demerged Company relating to the LSI Undertaking;
- (viii) all Liabilities pertaining to the LSI Undertaking including:
 - A. All Liabilities arising out of the activities or operation of the LSI Undertaking including in relation or connection with taxes or under or in relation to its contracts, other obligations, duties and sums owing;
 - B. Loans and borrowings, if any raised, incurred and utilized solely for the activities or operations of the LSI Undertaking; and
 - C. Liabilities other than those referred to in Sub-clauses A and B of Clause 1.14(viii) above, which are general or multipurpose borrowings, if any, of the Demerged Company be allocated to the LSI Undertaking in the same proportion in which the value of the Assets transferred under this clause bears to the total value of the Assets of the Demerged Company immediately before the Demerger Appointed Date in accordance with the provisions of explanation 2 to the Section 2(19AA) of the IT Act.
- (ix) any other Asset specifically allocated by the Board of Directors of the Demerged Company as relating to or belonging to the LSI Undertaking.

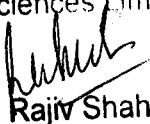
Any issue as to whether any Asset, Liability, rights, title, interest, obligations, Demerger Proceedings, licenses, records and the like pertains to the LSI Undertaking shall be mutually decided between the Board of Directors of the Demerged Company and the Resulting Company on the basis of evidence that they may deem relevant for the purpose including the books or records of the Demerged Company.




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- 1.15 **"Merger Appointed Date"** means in relation to the amalgamation of the Transferor Companies into the Transferee Company, the Effective Date as applicable to such amalgamations, or such other date as may be mutually agreed in writing between the Transferor Companies and the Transferee Company and fixed by the Boards of the Transferor Companies and the Transferee Company, respectively;
- 1.16 **"Merger Record Date"** means the date to be fixed by the Board of Directors of the Transferee Company for the purpose of determining the shareholders of the respective Transferor Companies to whom the Merger Shares will be allotted by the Transferee Company, pursuant to this Scheme;
- 1.17 **"NCLT"** means the bench of the National Company Law Tribunal at Allahabad and shall include, if applicable, such other forum or authority as may be vested with the powers of the NCLT under the Act;
- 1.18 **"Merger Share(s)"** means the fully paid-up equity share(s) of Re. 1/- (Rupee One only) each to be issued and allotted by the Transferee Company to each of the shareholders of the Transferor Companies, as of the Merger Record Date, in accordance with Part B of this Scheme;
- 1.19 **"Promoter(s)"** means Shyam Sunder Bhartia, Hari Shanker Bhartia, Kavita Bhartia, Priyavrat Bhartia, Shamit Bhartia, Jaytee Private Limited, Nikita Resources Private Limited, VAM Holdings Limited, Jubilant Stock Holding Private Limited, HSB Corporate Consultants Private Limited, SSB Consultants & Management Services Private Limited, JCPL Life Science Ventures and Holdings Private Limited, JSPL Life Science Services and Holdings Private Limited, MAV Management Advisors LLP, Jubilant Enpro Private Limited, Jubilant Consumer Private Limited, Jubilant Advisors LLP, Miller Holdings Pte. Limited, SPB Trustee Company Private Limited and SS Trustee Company Private Limited on behalf of Shyam Sunder Bhartia Family Trust and HSB Trustee Company Private Limited and HS Trustee Company Private Limited on behalf of Hari Shanker Bhartia Family Trust;
- 1.20 **"Residual Undertaking"** means the remaining activities, assets, business, contracts, employees and liabilities (actual and contingent) of the Demerged Company subsequent to the demerger of the LSI Undertaking to the Resulting Company in terms of and upon the effectiveness of this Scheme, currently including but not limited to the Demerged Company's pharmaceuticals, drug discovery and development solutions and India branded pharmaceuticals businesses as stated in Clauses (A)8.(i), (A)8.(ii) and (A)8.(iii) of the Preamble to this Scheme;
- 1.21 **"Resulting Company"** means Jubilant LSI Limited, a company incorporated on October 23, 2019 under the provisions of the Companies Act, 2013, having Corporate Identification Number as U24299UP2019PLC122657 and having its registered office situated at Bhartiagram, Gajraula, District Amroha – 244223, Uttar Pradesh, India;
- 1.22 **"RoC"** means the Registrar of Companies, Kanpur;
- 1.23 **"Rs."** means rupees being the lawful currency of the Republic of India;
- 1.24 **"Scheme"** means this composite scheme of arrangement in its present form, or with any modification(s), as may be approved or directed by the NCLT or by the Board of Directors of the Companies in accordance with the terms hereof;
- 1.25 **"SEBI"** means the Securities and Exchange Board of India;



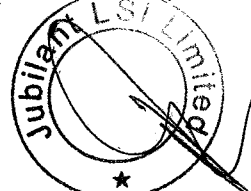
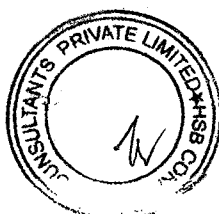
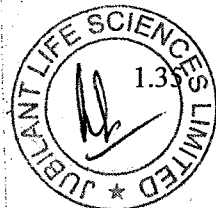

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- 1.26 "SEBI Circular" means the circular dated March 10, 2017 issued by SEBI bearing No. CFD/DIL3/CIR/2017/21, including any amendments or modifications thereto;
- 1.27 "SEBI Listing Regulations" means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time;
- 1.28 "Stock Exchanges" means the National Stock Exchange of India Limited and the BSE Limited, where the securities of the Transferee Company/ Demerged Company are currently listed;
- 1.29 "Transferee Company" or the "Demerged Company" means Jubilant Life Sciences Limited, a company incorporated on June 21, 1978 under the provisions of the Companies Act, 1956, having Corporate Identification Number as L24116UP1978PLC004624 and having its registered office situated at Bhartiagram Gajraula, District Amroha, Uttar Pradesh – 244223. The Transferee Company/ Demerged Company is a listed company and its securities are listed on the Indian Stock Exchanges;
- 1.30 "Transferor Company 1" means HSB Corporate Consultants Private Limited, a company incorporated on January 29, 2013 under the provisions of the Companies Act, 1956, having Corporate Identification Number as U74120UP2013PTC054821 and having its registered office situated at Plot No. 1A, Sector-16A, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201301;
- 1.31 "Transferor Company 2" means Jubilant Stock Holding Private Limited, a company incorporated on December 15, 2008 under the provisions of the Companies Act, 1956, having Corporate Identification Number as U52100UP2008PTC043688 and having its registered office situated at Plot No. 1A, Sector-16A, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201301;
- 1.32 "Transferor Company 3" means SSB Consultants & Management Services Private Limited, a company incorporated on January 29, 2013 under the provisions of the Companies Act, 1956, having Corporate Identification Number as U74120UP2013PTC054823 and having its registered office situated at Plot No. 1A, Sector-16A, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201301;
- 1.33 "Transferor Company 4" means JCPL Life Science Ventures and Holdings Private Limited, a company incorporated on November 21, 2016 under the provisions of the Companies Act, 2013, having Corporate Identification Number as U74999UP2016PTC087833 and having its registered office situated at Plot No. 1A, Sector-16A, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201301;
- 1.34 "Transferor Company 5" means JSPL Life Science Services and Holdings Private Limited, a company incorporated on November 15, 2016 under the provisions of the Companies Act, 2013, having Corporate Identification Number as U74999UP2016PTC087691 and having its registered office situated at Plot No. 1A, Sector-16A, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201301; and

1.35 "Transferor Companies" means the Transferor Company 1, Transferor Company 2, Transferor Company 3, Transferor Company 4 and Transferor Company 5, collectively.

The expressions, which are used but are not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 (including the rules, regulations made thereunder), the Depositories Act, 1996, the IT Act and other Applicable Law.



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Rajiv Shah
Company Secretary

2. CAPITAL STRUCTURE OF THE COMPANIES

2.1 Capital Structure of the Transferor Companies

The equity share capital of the Transferor Companies is held, directly or indirectly, by one or more persons who fall under the definition of Promoter(s) under Clause 1.19 of Part A of the Scheme.

2.1.1 Transferor Company 1

The authorized, issued, subscribed and fully paid-up share capital of the Transferor Company 1 as on November 22, 2019 is as under:

Authorized Share Capital	Amount (in Rs.)
10,000 equity shares of Rs. 10/- each	1,00,000
Total	1,00,000
Issued, Subscribed and Fully Paid-up Share Capital	Amount (in Rs.)
10,000 equity shares of Rs. 10/- each	1,00,000
Total	1,00,000

2.1.2 Transferor Company 2

The authorized, issued, subscribed and paid-up share capital of the Transferor Company 2 as on November 22, 2019 is as under:

Authorized Share Capital	Amount (in Rs.)
2,00,000 equity shares of Rs. 10/- each	20,00,000
57,30,000 Non-Cumulative Non-Convertible Redeemable Preference Shares of Rs. 100/- each	57,30,00,000
Total	57,50,00,000
Issued, Subscribed and paid up Share Capital	Amount (in Rs.)
10,000 equity shares of Rs. 10/- each	1,00,000
Total	1,00,000

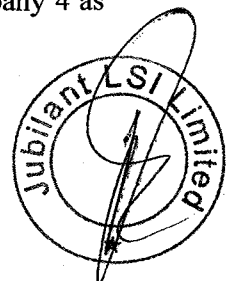
2.1.3 Transferor Company 3

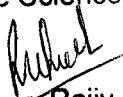
The authorized, issued, subscribed and paid-up share capital of the Transferor Company 3 as on November 22, 2019 is as under:

Authorized Share Capital	Amount (in Rs.)
10,000 equity shares of Rs. 10/- each	1,00,000
Total	1,00,000
Issued, Subscribed and paid up Share Capital	Amount (in Rs.)
10,000 equity shares of Rs. 10/- each	1,00,000
Total	1,00,000

2.1.4 Transferor Company 4

The authorized, issued, subscribed and paid-up share capital of the Transferor Company 4 as on November 22, 2019 is as under:




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Company Secretary

Authorized Share Capital	Amount (in Rs.)
97,40,000 equity shares of Rs. 10/- each	9,74,00,000
260,000 preference shares of Rs. 10/- each	26,00,000
Total	10,00,00,000
Issued, Subscribed and paid up Share Capital	Amount (in Rs.)
58,57,489 equity shares of Rs. 10/- each	5,85,74,890
Total	5,85,74,890

2.1.5 Transferor Company 5

The authorized, issued, subscribed and paid-up share capital of the Transferor Company 5 as on November 22, 2019 is as under:

Authorized Share Capital	Amount (in Rs.)
97,40,000 equity shares of Rs. 10/- each	9,74,00,000
260,000 preference shares of Rs. 10/- each	26,00,000
Total	10,00,00,000
Issued, Subscribed and paid up Share Capital	Amount (in Rs.)
89,45,428 equity shares of Rs. 10/- each	8,94,54,280
Total	8,94,54,280

2.2 Capital Structure of the Transferee Company/ Demerged Company

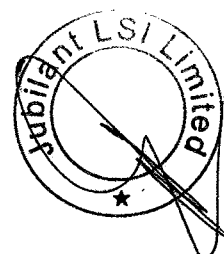
The Transferee Company/ Demerged Company is a publicly listed company and its authorized, issued, subscribed and paid-up share capital as on November 22, 2019 is as under:

Authorized Share Capital	Amount (in Rs.)
65,50,00,000 equity shares of Re. 1/- each	65,50,00,000
Total	65,50,00,000
Issued, Subscribed and paid up Share Capital	Amount (in Rs.)
15,92,81,139 equity shares of Re. 1/- each	15,92,81,139
Total	15,92,81,139

2.3 Capital Structure of the Resulting Company

The authorized, issued, subscribed and paid-up share capital of the Resulting Company as on November 22, 2019 is as under:

Authorized Share Capital	Amount (in Rs.)
20,00,00,000 equity shares of Re. 1/- each	20,00,00,000
Total	20,00,00,000
Issued, Subscribed and paid up Share Capital	Amount (in Rs.)
5,00,000 equity shares of Re. 1/- each	5,00,000
Total	5,00,000



PART B

AMALGAMATION OF THE TRANSFEROR COMPANIES INTO THE TRANSFeree COMPANY

1. Transfer and vesting of the Transferor Companies

- 1.1 Upon the Effective Date and with effect from the Merger Appointed Date, the Transferor Companies shall stand amalgamated and all their respective Assets, Liabilities, rights and obligations, as applicable, be transferred and vested in the Transferee Company on a going concern basis without any requirement of a further act or deed so as to become as and from the Merger Appointed Date, the Assets, Liabilities, interests and obligations, as applicable, of the Transferee Company. Consequent to the above and the steps referred to hereinafter, the number of shares held by the Transferor Company 1, Transferor Company 2 and Transferor Company 3 in the Transferee Company shall be issued to the shareholders of the Transferor Company 4 and Transferor Company 5. As a result, there will be no change in the paid-up and issued share capital of the Transferee Company.

2. Transfer of Assets

- 2.1 Upon the Effective Date and with effect from the Merger Appointed Date, all Assets of the Transferor Companies, as are movable in nature or are incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery shall stand transferred to and vested in the Transferee Company and shall become the property and an integral part of the Transferee Company (to the extent permissible under Applicable Law). The vesting pursuant to this Clause 2.1 shall be deemed to have occurred by manual delivery or endorsement and delivery, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly.
- 2.2 Upon the Effective Date and with effect from the Merger Appointed Date, all movable Assets of the Transferor Companies, other than those specified in Clause 2.1 above, including cash and cash equivalents, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, semi-government, local and other authorities and bodies, customers and other persons shall without any requirement of a further act, instrument or deed become the property of the Transferee Company.

2.3 Upon the Effective Date and with effect from the Merger Appointed Date, in relation to Assets (if any) belonging to the Transferor Companies which require separate documents for vesting in the Transferee Company, the Transferor Companies, as applicable, and the Transferee Company will execute such deeds, documents or such other instruments, if any, as may be mutually agreed.

3. Transfer of Liabilities

- 3.1 Upon the Effective Date and with effect from the Merger Appointed Date, all Liabilities of the Transferor Companies shall, without any requirement of a further act or deed, be transferred to, or be deemed to be transferred to the Transferee Company so as to become from the Merger Appointed Date, the Liabilities of the Transferee Company and the Transferee Company undertakes to meet, discharge and satisfy the same.


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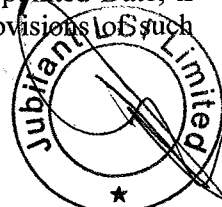
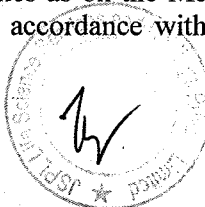
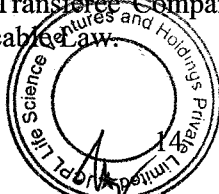
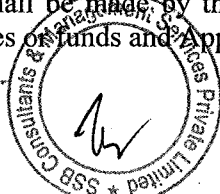
4. **Contracts, Deeds, Bonds and Other Instruments**

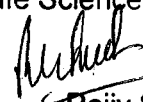
- 4.1 Upon the Effective Date and with effect from the Merger Appointed Date and subject to the provisions of this Scheme, all contracts, deeds, bonds, lease deeds, agreements entered into with various persons, arrangements and other instruments of whatsoever nature in relation to the Transferor Companies and to which the Transferor Companies, as applicable, are a party or to the benefit of which the Transferor Companies, as applicable, may be eligible, and which are subsisting or have effect as on the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, as applicable, the Transferee Company has been a party or beneficiary or obligee thereto or thereunder, in all cases subject to the terms and provisions of such contracts, deeds, bonds, lease deeds, agreements, arrangements or instruments.
- 4.2 Without prejudice to the other provisions of this Scheme and notwithstanding that the vesting of the Transferor Companies with the Transferee Company occurs by virtue of this Scheme itself, the Transferee Company may, at any time after coming into effect of this Scheme, if so required, under Applicable Law or otherwise, execute deeds, confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Companies are a party or any writings as may be necessary to be executed merely 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 writings on behalf of the Transferor Companies and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Companies.
- 4.3 Without prejudice to the generality of the foregoing, it is clarified that upon this Scheme becoming effective, all consents, agreements, permissions, all statutory or regulatory licences, registrations, approvals, certificates, insurance covers, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Companies shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company. In so far as the various incentives, subsidies, schemes, special status and other benefits or privileges enjoyed, granted by any governmental body, local authority, or by any other person, or availed by the Transferor Companies are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions as applicable to the Transferor Companies as if the same had been allotted and/or granted and/or sanctioned and/or allowed to the Transferee Company.

5. **Employees**

- 5.1 Upon this Scheme becoming effective, the respective employees of the Transferor Companies as on the Effective Date, if any, shall be deemed to have become employees of the Transferee Company, without any interruption of service and on the basis of continuity of service and terms and conditions no less favourable than those applicable to them with reference to the Transferor Companies on the Effective Date. The services of such employees, if any, with the Transferor Companies up to the Effective Date shall be taken into account for the purposes of all benefits to which the employees, if any, may be eligible under Applicable Law.

- 5.2 Upon this Scheme becoming effective, all contributions to funds and schemes in respect of provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme or any other special schemes or benefits created or existing for the benefit of the employees of the Transferor Companies as on the Merger Appointed Date, if any, shall be made by the Transferor Company in accordance with the provisions of such schemes or funds and Applicable Law.




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6. Continuation of Legal Proceedings

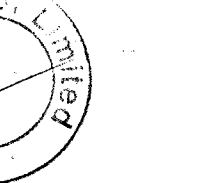
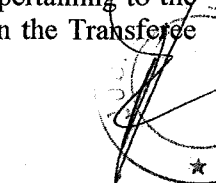
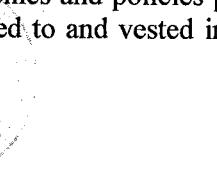
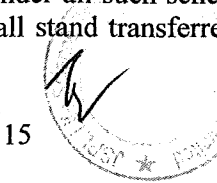
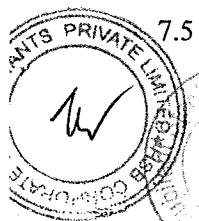
- 6.1 Upon this Scheme becoming effective, legal or other proceedings, if any (including before any court, statutory or quasi-judicial authority or tribunal), by or against any of the Transferor Companies, whether pending on the Merger Appointed Date, or which may be instituted any time in the future (irrespective of whether they relate to periods on or prior to the Merger Appointed Date) and in each case relating to the Transferor Companies ("**Transferor Company Proceeding(s)**") shall be continued and enforced by or against the Transferee Company after the Effective Date, to the extent permissible under Applicable Law and in accordance with this Scheme.
- 6.2 If any Transferor Company Proceeding(s) is/ are pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of this Scheme and the proceedings may be continued, prosecuted and enforced, by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the respective Transferor Companies, as applicable, as if this Scheme had not been made.

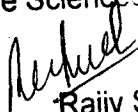
7. Treatment of Taxes

- 7.1 Upon the Effective Date and with effect from the Merger Appointed Date, all taxes and duties payable by the Transferor Companies (including under the IT Act, Central Excise Act, 1944, Finance Act, 1994, Customs Act, 1962, goods and services tax laws and all other Applicable Laws), accruing and relating to the Transferor Companies, from the Merger Appointed Date onwards, including but not limited to advance tax payments, tax deducted at source credits, minimum alternate tax credit, any refund and claims shall, for all purposes, be treated as advance tax payments, tax deducted at source credits or refunds and claims, as the case may be, of the Transferee Company.
- 7.2 Upon this Scheme becoming effective, all unutilized credits and exemptions, benefit of carried forward losses/ unabsorbed depreciation and other statutory benefits, including in respect of income tax (including but not limited to tax deducted at source, tax collected at source, advance tax, minimum alternate tax credit etc.), cenvat, customs, value added tax, sales tax, value added tax, service tax, goods and services tax, etc. to which the Transferor Companies are entitled to, shall be available to and vest in the Transferee Company, without any requirement of a further act or deed.
- 7.3 All the expenses incurred by the Transferor Companies and the Transferee Company in relation to the amalgamation of the Transferor Companies with the Transferee Company as per this Scheme, including stamp duty expenses, if any, shall be allowed as deduction to the Transferee Company in accordance with Section 35DD of the IT Act over a period of 5 years beginning with the previous year in which this Scheme becomes effective.

Any refund under the tax laws due to the Transferor Companies consequent to the assessments made on the Transferor Companies, and for which no credit is taken in the accounts as on the date immediately preceding the Merger Appointed Date shall belong to and be received by the Transferee Company. The relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the passing of the orders on this Scheme by the NCLT and upon relevant proof and documents being provided to the said authorities.

- 7.5 The Transferor Companies may be entitled to various incentive schemes and pursuant to this Scheme, it is declared that the benefits under all such schemes and policies pertaining to the Transferor Companies, as applicable, shall stand transferred to and vested in the Transferee





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Company and all benefits, entitlements and incentives of any nature whatsoever including benefits under the income tax, excise duty, value added tax, sales tax, service tax, goods and services tax, exemptions, concessions, remissions, subsidies and other incentives, to the extent statutorily available, shall be claimed by the Transferee Company.

8. Saving of concluded transactions

- 8.1 The transfer of Assets and Liabilities to, and the continuance of proceedings by or against, the Transferee Company as envisaged in this Scheme shall not affect any transaction or proceedings already concluded by the Transferor Companies on or before the Merger Appointed Date and after the Merger Appointed Date, till the effectiveness of this Scheme to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto as done and executed on behalf of itself.

9. Conduct of Business

- 9.1 Subject to the effectiveness of this Scheme, with effect from the Merger Appointed Date and up to and including the Effective Date:

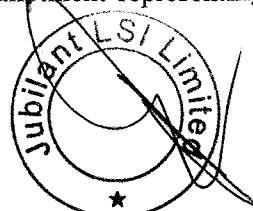
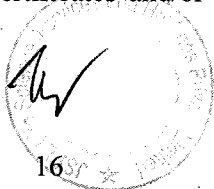
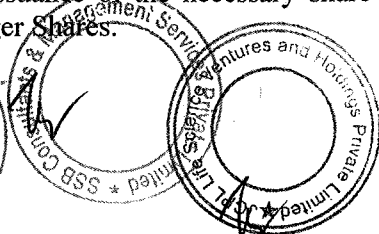
- (i) The Transferor Companies undertake to carry on and shall be deemed to carry on their respective businesses' and stand possessed of their Assets, for and on account of and in trust for the Transferee Company; and
- (ii) all income, receipts, profits accruing to the Transferor Companies and all taxes thereon or Liabilities or losses arising or incurred by it shall, for all purposes, be treated as and deemed to be the income, expenses, payments, profits, Liabilities, taxes or losses, as the case may be, of the Transferee Company.

- 9.2 Subject to the effectiveness of this Scheme, with effect from the date of approval of this Scheme by the respective Board of Directors of the Transferor Companies and the Transferee Company, and up to and including the Effective Date, the Transferor Companies shall carry on their respective businesses with reasonable diligence and business prudence and in the same manner as they had been doing hitherto.

- 9.3 It is hereby clarified that if any Assets (including but not limited to any estate, rights, title, interest in or authorities relating to such Assets) which the Transferor Companies, own, any Liabilities that pertain to the Transferor Companies and/ or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature ("**Contracts**") to which the Transferor Companies are a party, have not been transferred to the Transferee Company, the Transferor Companies, as applicable, shall hold such Asset, Liabilities and/ or Contracts, as the case may be, in trust for the benefit of the Transferee Company till the time such Assets, Liabilities and/ or Contracts are duly transferred to the Transferee Company and to this end, the Transferor Companies, as applicable shall render all necessary assistance to and fully cooperate with, the Transferee Company with respect to such Assets, Liabilities and/ or Contracts for the purposes of transfer to the Transferee Company.

10. Issue of Merger Shares and cancellation of existing shares

- 10.1 The Transferee Company shall have taken all necessary steps, including by way of passing all enabling corporate resolutions to increase or alter, to the extent required, its authorized share capital suitably so as to enable it to issue and allot the Merger Shares, and if applicable, for the issuance of the necessary share certificates and/ or letters of allotment representing the Merger Shares.



Rajiv Shah

Company Secretary

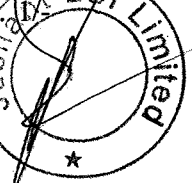
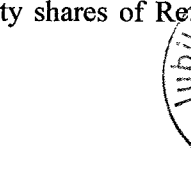
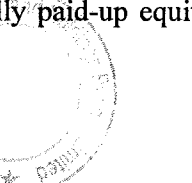
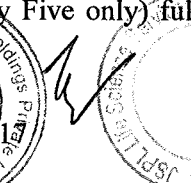
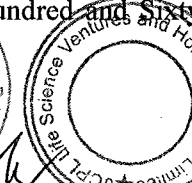
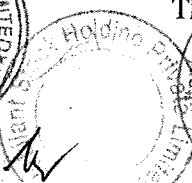
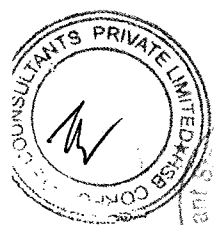
10.2 In relation to the issuance of Merger Shares and cancellation of existing shares, the following shall be deemed to have occurred and taken effect only in the sequence and in the order mentioned hereunder:

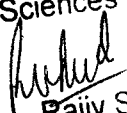
10.2.1 Clause 10.2.1 shall be deemed to have occurred and taken effect prior to the occurrence and coming into effect of Clause 10.2.2:

(i) In so far as the amalgamation of the Transferor Company 1 into the Transferee Company is concerned, upon this Scheme becoming effective: (a) the equity shares of the Transferee Company held by the Transferor Company 1; and (b) the equity shares of the Transferor Company 1 (a wholly owned subsidiary of the Transferor Company 5) held by the Transferor Company 5, shall, without any further application, act, instrument or deed, be automatically cancelled and be of no effect on and from the Effective Date. Simultaneously and concurrent with such cancellation, the Transferee Company shall, without any requirement of any further act or deed, issue and allot the Merger Shares such that for 1,92,78,979 (One Crore Ninety Two Lakh Seventy Eight Thousand Nine Hundred and Seventy Nine only) fully paid-up equity shares of Re 1 each of Transferee Company held by Transferor Company 1 as on the Merger Record Date, 1,92,78,979 (One Crore Ninety Two Lakh Seventy Eight Thousand Nine Hundred and Seventy Nine only) Merger Shares shall be issued and allotted by the Transferee Company, free from all liens, charges, equitable interests, encumbrances and other third party rights of any nature whatsoever, to each shareholder of the Transferor Company 1 whose name is recorded in the register of members of the Transferor Company 1 as holding shares as of the Merger Record Date;

(ii) In so far as the amalgamation of the Transferor Company 2 into the Transferee Company is concerned, upon this Scheme becoming effective: (a) the equity shares of the Transferee Company held by the Transferor Company 2; (b) the equity shares of the Transferor Company 2 held by the Transferor Company 4 and (c) the equity shares of the Transferor Company 2 held by the Transferor Company 5, shall, without any further application, act, instrument or deed, be automatically cancelled and be of no effect on and from the Effective Date. Simultaneously and concurrent with such cancellation, the Transferee Company shall, without any requirement of any further act or deed, issue and allot the Merger Shares such that for 2,13,61,992 (Two Crore Thirteen Lakh Sixty One Thousand Nine Hundred and Ninety Two only) fully paid-up equity shares of Re 1/- each of Transferee Company held by the Transferor Company 2 as on the Merger Record Date, 2,13,61,992 (Two Crore Thirteen Lakh Sixty One Thousand Nine Hundred and Ninety Two only) Merger Shares shall be issued and allotted by the Transferee Company, free from all liens, charges, equitable interests, encumbrances and other third party rights of any nature whatsoever, to shareholders of the Transferor Company 2 whose name is recorded in the register of members of the Transferor Company 2 as holding shares as of the Merger Record Date;

(iii) In so far as the amalgamation of the Transferor Company 3 into the Transferee Company is concerned, upon this Scheme becoming effective: (a) the equity shares of the Transferee Company held by the Transferor Company 3; and (b) the equity shares of the Transferor Company 3 (a wholly owned subsidiary of the Transferor Company 4) held by the Transferor Company 4, shall, without any further application, act, instrument or deed, be automatically cancelled and be of no effect on and from the Effective Date. Simultaneously and concurrent with such cancellation, the Transferee Company shall, without any requirement of any further act or deed, issue and allot the Merger Shares such that for 2,15,87,665 (Two Crore Fifteen Lakh Eighty Seven Thousand Six Hundred and Sixty Five only) fully paid-up equity shares of Re. 1/-




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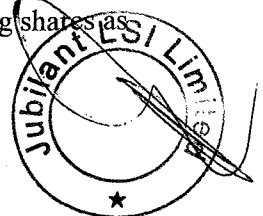
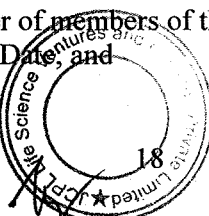
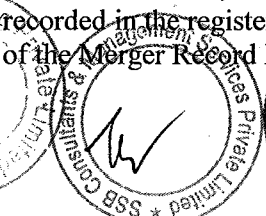
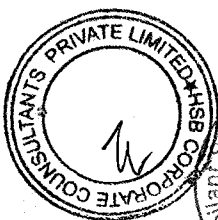
(Rupee One only) each of the Transferee Company held by Transferor Company 3 as on the Merger Record Date, 2,15,87,665 (Two Crore Fifteen Lakh Eighty Seven Thousand Six Hundred and Sixty Five only) Merger Shares shall be issued and allotted by the Transferee Company, free from all liens, charges, equitable interests, encumbrances and other third party rights of any nature whatsoever, to each shareholder of the Transferor Company 3 whose name is recorded in the register of members of the Transferor Company 3 as holding shares as of the Merger Record Date; and

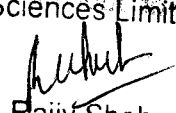
- (iv) In the event the Transferor Company 1, Transferor Company 2 and/ or Transferor Company 3 acquire(s) any additional equity shares of the Transferee Company, without incurring any additional liability, or there occurs a reduction in the existing shareholding of the Transferor Company 1, Transferor Company 2 and/ or Transferor Company 3 in the Transferee Company, for any reason, whatsoever, as on the Effective Date, such additional/ reduced number of equity shares of the Transferee Company, as may be held by the Transferor Company 1, Transferor Company 2 and/ or Transferor Company 3 in the Transferee Company as on the Effective Date, shall be issued and allotted to the Transferor Company 4 and/ or Transferor Company 5, respectively.

10.2.2 Clause 10.2.2 shall be deemed to have occurred and taken effect after the occurrence and coming into effect of Clause 10.2.1:

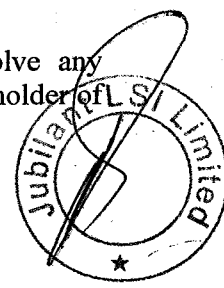
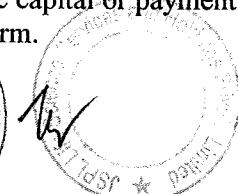
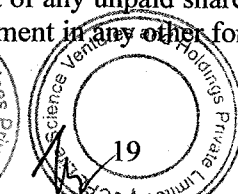
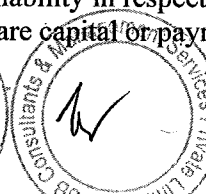
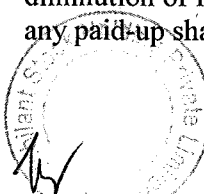
- (i) In so far as the amalgamation of the Transferor Company 4 into the Transferee Company is concerned, upon this Scheme becoming effective, the shares of the Transferee Company held by the Transferor Company 4 shall, without any further application, act, instrument or deed, be automatically cancelled and be of no effect on and from the Effective Date. Simultaneously and concurrent with such cancellation, the Transferee Company shall, without any requirement of any further act or deed, issue and allot the Merger Shares such that 3,22,68,661 (Three Crore Twenty Two Lakh Sixty Eight Thousand Six Hundred and Sixty One only) fully paid-up equity shares of Re. 1/- (Rupee One only) each of the Transferee Company held by Transferor Company 4 as on the Merger Record Date, 3,22,68,661 (Three Crore Twenty Two Lakh Sixty Eight Thousand Six Hundred and Sixty One only) Merger Shares shall be issued and allotted by the Transferee Company, free from all liens, charges, equitable interests, encumbrances and other third party rights of any nature whatsoever, to each shareholder of the Transferor Company 4 whose name is recorded in the register of members of the Transferor Company 4 as holding shares as of the Merger Record Date; and

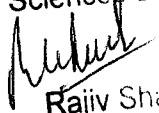
- (ii) In so far as the amalgamation of the Transferor Company 5 into the Transferee Company is concerned, upon this Scheme becoming effective, the shares of the Transferee Company held by the Transferor Company 5 shall, without any further application, act, instrument or deed, be automatically cancelled and be of no effect on and from the Effective Date. Simultaneously and concurrent with such cancellation, the Transferee Company shall, without any requirement of any further act or deed, issue and allot the Merger Shares such that for 2,99,59,975 (Two Crore Ninety Nine Lakh Fifty Nine Thousand Nine Hundred and Seventy Five Only) fully paid-up equity shares of Re. 1/- (Rupee One only) each of the Transferee Company held by Transferor Company 5 as on the Merger Record Date, 2,99,59,975 (Two Crore Ninety Nine Lakh Fifty Nine Thousand Nine Hundred and Seventy Five only) Merger Shares shall be issued and allotted by the Transferee Company, free from all liens, charges, equitable interests, encumbrances and other third party rights of any nature whatsoever, to each shareholder of the Transferor Company 5 whose name is recorded in the register of members of the Transferor Company 5 as holding shares as of the Merger Record Date; and




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- (iii) In the event the Transferor Company 4 and/ or Transferee Company 5 acquire(s) any additional equity shares of the Transferee Company (either on account of the amalgamation of the Transferor Company 1, Transferor Company 2 and/ or Transferor Company 3 or on account of new purchase of equity shares of the Transferee Company), without incurring any additional liability, or there occurs a reduction in the shareholding of the Transferor Company 4 and/ or Transferor Company 5 in the Transferee Company, for any reason, whatsoever, as on the Effective Date, such additional/ reduced number of equity shares of the Transferee Company, as may be held by the Transferor Company 4 and/ or Transferor Company 5 in the Transferee Company as on the Effective Date shall be issued and allotted to the shareholders of the Transferor Company 4 and/ or Transferor Company 5, respectively.
- 10.3 Provided however that with respect to the amalgamations of the Transferor Companies into the Transferee Company, the number of Merger Shares will be equitably adjusted to reflect appropriately the effect of any share split, reverse share split, dividend, including any extraordinary cash dividend, reorganization, recapitalization, reclassification, combination, exchange of shares, or other like change with respect to the Transferee Company's shares on the books of the Transferee Company as on the Merger Record Date.
- 10.4 Any fractional entitlement arising out of the issue and allotment of the Merger Shares pursuant to Clause 10.2 above, shall be rounded up to the previous whole integer and capped at shares held by Transferor Companies in Transferee Company and be issued free from all liens, charges, equitable interests, encumbrances and other third party rights of any nature whatsoever.
- 10.5 It is clarified that there would be no change in the existing and aggregate Promoters' shareholding in the Transferee Company before and after the amalgamations contemplated under Part B of this Scheme.
- 10.6 The Merger Shares issued and allotted pursuant to Clause 10.2 above shall be subject to the memorandum and articles of association of the Transferee Company and shall rank *pari passu* in all respects, including dividend, with the existing shares of the Transferee Company.
- 10.7 The issue and allotment of the Merger Shares by the Transferee Company to the shareholders of each of the Transferor Companies, as provided in this Scheme is an integral part thereof and shall be deemed to have been carried out as if the procedure laid down under Section 62 read with Section 42 of the Act and any other applicable provisions of the Act were duly complied with.
- 10.8 Approval of this Scheme by the shareholders of the Transferee Company shall be deemed to mean that the shareholders have also accorded all relevant consents under the Act for the issue and allotment of the Merger Shares by the Transferee Company to each of the shareholders of the Transferor Companies.
- The cancellation of the equity share capital as per Clause 10.2 above and the consequential capital reduction shall be effected as a part of this Scheme itself and not under a separate procedure in terms of Section 66 of the Act. The consent of the shareholders of the Transferee Company to this Scheme shall be deemed to be the consent of its shareholders for the purpose of effecting the reduction under the provisions of Section 66 of the Act and no further compliances would be separately required.
- 10.10 The reduction of capital of the Transferee Company, as above, does not involve any diminution of liability in respect of any unpaid share capital or payment to any shareholder of any paid-up share capital or payment in any other form.




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10.11 Notwithstanding the reduction of the existing share capital of the Transferee Company in terms of Clause 10.2 above, the Transferee Company shall not be required to add "and reduced" as a suffix to its name.

10.12 The Merger Shares to be issued to the shareholders of the Transferor Companies shall be issued in compliance with applicable laws and all details relating to such shareholders shall be made available to the Transferee Company.

10.13 The Merger Shares issued and allotted pursuant to Clause 10.2.2 above shall be listed on the Indian Stock Exchanges in accordance with the provisions of the SEBI Circular.

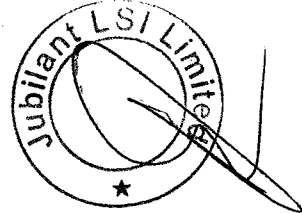
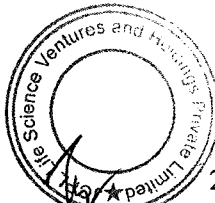
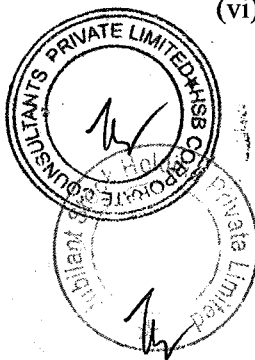
11. Accounting treatment in the books of the Transferee Company

11.1 Pursuant to Part B of this Scheme coming into effect on the Effective Date, and with effect from the Merger Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Companies with and into the Transferee Company in its books of accounts in accordance with Indian Accounting Standards prescribed under Section 133 of the Act, as may be amended from time to time and other generally accepted accounting principles in India as under:

- (i) The Transferee Company shall record the Assets and Liabilities, of the Transferor Companies vested in it pursuant to this Scheme, at their respective book values as appearing in the books of the Transferor Companies;
- (ii) The Transferee Company shall aggregate all the reserves (general reserves, free reserves, capital reserves, securities premium or reserves of any other nature), if any, vested in it pursuant to the amalgamation of the Transferor Companies with and into the Transferee Company at their respective book values as specified in the books of accounts of the Transferor Companies and shall treat such reserves in its books of accounts in the same manner as it treats its own reserves;
- (iii) The Transferee Company shall issue and allot its equity shares to the shareholders of the Transferor Companies in accordance with Clause 10.2 of Part B of this Scheme. With respect to the Merger Shares issued by the Transferee Company, the share capital account of the Transferee Company would be credited with the aggregate face value of the equity shares issued by it;
- (iv) The loans and advances or payables or receivables or any other investment or arrangement of any kind, held *inter se*, if any, between the Transferor Companies and the Transferee Company shall stand cancelled;

The difference between the book value of Assets, Liabilities, reserves as reduced by the face value of the equity shares issued by the Transferee Company and after considering the cancellation of inter-company balances in accordance with Clause 11.1(iv) above, shall be recorded within "Other Equity" of the Transferee Company; and

- (vi) In case of any difference in the accounting policies between the Transferor Companies and the Transferee Company, the impact, if any of the same will be quantified and adjusted in the "Other Equity" of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.



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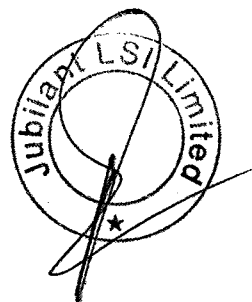
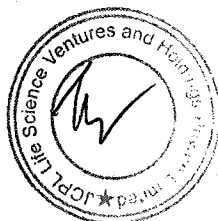
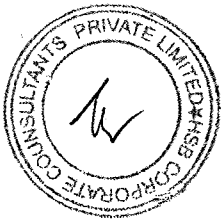
Company Secretary

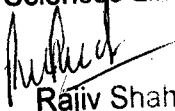
12. Dissolution of the Transferor Companies

- 12.1 Upon this Scheme becoming effective, the Transferor Companies shall, without any requirement of a further act or deed, stand dissolved without being wound up without any requirement for any further act by the Companies, in accordance with the Act. The respective names of the Transferor Companies shall be struck off from the records of the RoC and the Transferee Company shall make necessary filings in this regard.

13. Combination of the authorized share capital of the Transferor Companies

- 13.1 Upon this Scheme becoming effective, the authorized share capital of the Transferor Companies shall stand combined with and be deemed to be added to the authorized share capital of the Transferee Company without any requirement of a further act or deed on the part of the Transferee Company, including payment of stamp duty and fees payable to the relevant Registrar of Companies, and the provisions of the memorandum of association of the Transferee Company (relating to the authorized share capital) shall, without any requirement of a further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to this Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Sections 4, 13 and 61 and all other applicable provisions of the Act, if any, would be required to be separately passed, as the case may be, and for this purpose, the stamp duties and fees paid on the authorized capital of the Transferor Companies in the past shall be deemed to have been utilized and applied to the increased authorized share capital of the Transferee Company and there would be no requirement of any further payment of stamp duty and/or fee by the Transferee Company for increase in and utilization of the authorized share capital to that extent. In relation to the foregoing, if applicable, the Transferee Company shall pay the requisite fees on its authorized share capital enhanced by the amalgamation after having made the applicable adjustments, as permitted in terms of Section 232(3)(i) read with Section 233(11) of the Act.




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PART C

**DEMERGER OF THE LSI UNDERTAKING OF THE DEMERGED COMPANY
INTO THE RESULTING COMPANY**

1. Transfer and vesting of the LSI Undertaking into the Resulting Company

- 1.1 Upon the Effective Date referred to in Clause 1.10 (ii) of Part A of this Scheme and with effect from the Demerger Appointed Date, the LSI Undertaking of the Demerged Company shall stand demerged and be transferred and vested in the Resulting Company on a going concern basis without any requirement of any further act, instrument or deed so as to become as and from the Demerger Appointed Date, the undertaking of the Resulting Company, and to vest in the Resulting Company, all the Assets, Intellectual Property, Liabilities, rights, title, interest or obligations of the LSI Undertaking therein, in the manner described hereunder.

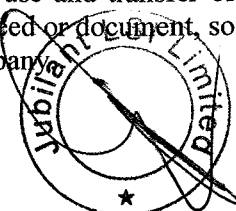
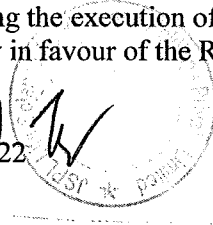
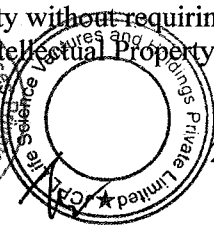
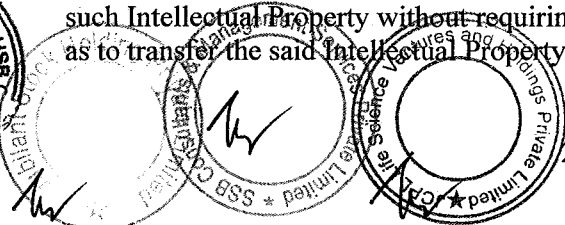
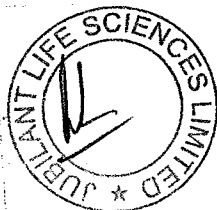
2. Transfer of Assets

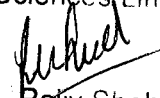
- 2.1. Upon the Effective Date and with effect from the Demerger Appointed Date, all Assets pertaining to the LSI Undertaking that are movable in nature or are intangible in nature, as identified and applicable or are otherwise capable of transfer by manual or constructive delivery or by endorsement and delivery, shall stand transferred to and vested in the Resulting Company and shall become the property and an integral part of the Resulting Company (to the extent permissible under Applicable Law) without any further act, instrument or deed. The vesting pursuant to this Clause 2.1 shall be deemed to have occurred by manual or constructive delivery or by endorsement and delivery, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly to the Resulting Company.

- 2.2. Upon the Effective Date and with effect from the Demerger Appointed Date, all movable Assets pertaining to the LSI Undertaking, other than those specified in Clause 2.1 above, including cash and cash equivalents, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, semi-government, local and other authorities and bodies, customers and other persons shall without any requirement of any further act, instrument or deed become the property of the Resulting Company.


- 2.3. Upon the Effective Date and with effect from the Demerger Appointed Date, all lease or license or rent agreements pertaining to the LSI Undertaking, entered into by the Demerged Company with various landlords, owners and lessors in connection with the use of the Assets of the Demerged Company, together with security deposits, shall stand automatically transferred in favour of the Resulting Company on the same terms and conditions, subject to Applicable Law, without any further act, instrument or deed. The Resulting Company shall continue to pay rent amounts as provided for in such agreements and shall comply with the other terms, conditions and covenants thereunder and shall also be entitled to refund of security deposits paid under such agreements by the Demerged Company.

- 2.4. Upon the Effective Date and with effect from the Demerger Appointed Date, all Intellectual Property pertaining to the LSI Undertaking, as identified and applicable, shall without any requirement of any further act, instrument or deed, stand transferred to and vested in the Resulting Company. This Scheme shall serve as a requisite consent for use and transfer of such Intellectual Property without requiring the execution of any further deed or document, so as to transfer the said Intellectual Property in favour of the Resulting Company.




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- 2.5. Upon the Effective Date and with effect from the Demerger Appointed Date, the Demerged Company agrees to execute and deliver at the request of the Resulting Company, all papers and instruments required in respect of the Intellectual Property, as identified and applicable, to vest such rights, title and interest in the name of the Resulting Company and in order to update the records of the respective registries to reflect the name and address of the Resulting Company as the owner of such Intellectual Property.
- 2.6. Upon the Effective Date and with effect from the Demerger Appointed Date, in relation to Assets, if any, which require separate documents for vesting in the Resulting Company, or which the Demerged Company and/ or the Resulting Company otherwise desire to be vested separately, the Demerged Company and the Resulting Company will execute such deeds, documents or such other instruments, if any, as may be mutually agreed.
- 2.7. Upon the Effective Date and with effect from the Demerger Appointed Date, all Assets acquired by the Demerged Company after the Demerger Appointed Date and prior to the effectiveness of this Scheme for operation of the LSI Undertaking shall be deemed to have been acquired for and on behalf of the Resulting Company and shall also stand transferred to and vested in the Resulting Company.
- 2.8. Upon the Effective Date and with effect from the Demerger Appointed Date, the past track record of the Demerged Company relating to the LSI Undertaking, including without limitation, the profitability, experience, credentials and market share, shall be deemed to be the track record of the Resulting Company for all commercial and regulatory purposes including for the purposes of eligibility, standing, evaluation and participation of the Resulting Company in all existing and future bids, tenders and contracts of all authorities, agencies and clients.
- 2.9. Upon the Effective Date, any and all immovable properties (including land together with the buildings and structures standing thereon) and rights and interests in such immovable properties of the Demerged Company pertaining to the LSI Undertaking, whether freehold or otherwise and any documents of title, rights and easements in relation thereto (including security deposits) shall stand transferred to and be vested in the Resulting Company on the same terms and conditions, subject to Applicable Law, without any act, instrument or deed. Upon this Scheme becoming effective, the Resulting Company shall be entitled to exercise all rights and privileges attached to such immovable properties and be liable to pay taxes and fulfil all obligations in relation to or applicable to such immovable properties (if any). The mutation or substitution of the title to the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Resulting Company by the appropriate governmental authorities pursuant to the sanction of this Scheme by the NCLT and this Scheme becoming effective in accordance with the terms hereof without any requirement of any further act, instrument or deed on part of the Resulting Company.

 It is clarified that since the Demerged Company owns 100% of the issued share capital of the Resulting Company, the transfer of the LSI Undertaking in pursuance of this Scheme shall be eligible for remission of the stamp duty in state of Uttar Pradesh, on instruments evidencing transfer of property, in terms of the Finance Department Notification No. M.599/X-501 dated March 25, 1942 issued under Section 9(a) of the Indian Stamp Act, 1899.

3. Transfer of Liabilities

- 3.1. Upon the Effective Date and with effect from the Demerger Appointed Date, all Liabilities relating to the LSI Undertaking (more particularly described in Clause 1.14(viii) of Part A of this Scheme) shall stand transferred, or be deemed to have been transferred to the Resulting Company so as to become from the Demerger Appointed Date, the Liabilities of the Resulting Company.


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Company Secretary

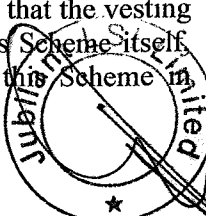
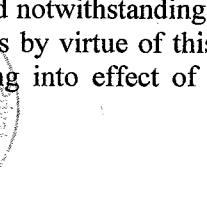
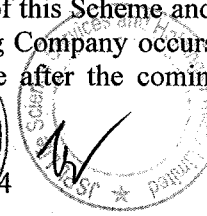
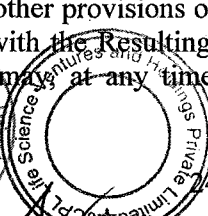
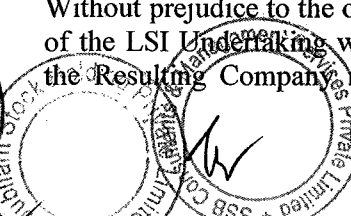
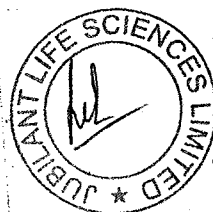
Company and the Resulting Company undertakes to meet, discharge and satisfy the same.

- 3.2. It is hereby clarified that, unless expressly provided for, 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 Liabilities have arisen, in order to give effect to the provisions of Clause 3.
- 3.3. Where any of the Liabilities on the Demerger Appointed Date have been discharged by the Demerged Company after the Demerger Appointed Date and prior to the effectiveness of this Scheme, such discharge shall be deemed to have been for and on behalf of the Resulting Company.
- 3.4. Upon the Effective Date and with effect from the Demerger Appointed Date, all loans raised and used, and Liabilities incurred, if any, by the Demerged Company after the Demerger Appointed Date, but prior to the effectiveness of this Scheme, for the LSI Undertaking shall be deemed to be transferred to and to be discharged by the Resulting Company.
- 3.5. The vesting of the LSI Undertaking as aforesaid, shall be subject to the existing securities, charges, hypothecation and mortgages, if any, subsisting in relation to any loans or borrowings of the LSI Undertaking, provided however, any reference in any security documents or arrangements to which the Demerged Company is a party, wherein the Assets of the LSI Undertaking have been or are offered or agreed to be offered as securities for any financial assistance or obligations, shall be construed as a reference to only the Assets pertaining to the LSI Undertaking as are vested in the Resulting Company as per this Scheme, to the end and intent that any such security, charge, hypothecation and mortgage shall not extend or be deemed to extend to any of the other Assets of the Demerged Company or any of the Assets of the Resulting Company. Provided further, that the securities, charges, hypothecation and mortgages (if any subsisting) over and in respect of the Assets or any part thereof of the Resulting Company shall continue with respect to such Assets or part thereof and this Scheme shall not operate to enlarge such securities, charges, hypothecation and mortgages.
- 3.6. Upon the Effective Date, the borrowing limits of the Resulting Company shall, without any requirement of any further act or deed, stand enhanced by an amount being the aggregate of the Liabilities pertaining to the LSI Undertaking which are being transferred to the Resulting Company pursuant to this Scheme and the Resulting Company shall not be required to pass any separate resolution in this regard.

4. Contracts, Deeds, Bonds and Other Instruments

- 4.1. Upon the Effective Date and with effect from the Demerger Appointed Date and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements entered into with various persons including independent consultants, subsidiaries/associate/joint venture companies and other shareholders of such subsidiaries/associate/joint venture companies, arrangements and other instruments of whatsoever nature in relation to the LSI Undertaking, to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, and which are subsisting or have effect immediately before the effectiveness of this Scheme, shall continue in full force and effect on or against or in favour of, as the case may be, the Resulting Company and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligee thereto or thereunder.

- 4.2. Without prejudice to the other provisions of this Scheme and notwithstanding that the vesting of the LSI Undertaking with the Resulting Company occurs by virtue of this Scheme itself, the Resulting Company may at any time after the coming into effect of this Scheme in



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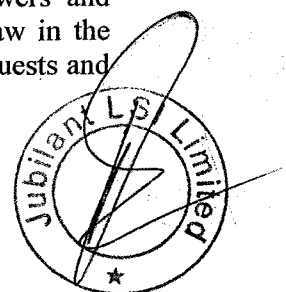
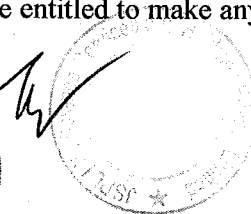
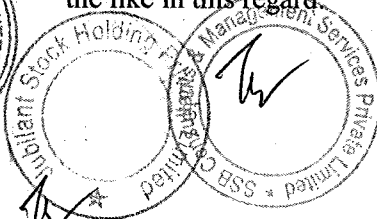
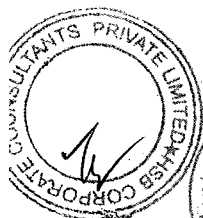
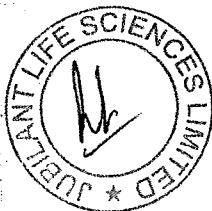
accordance with the provisions hereof, if so required, under any Applicable Law or otherwise, execute deeds, confirmations or other writings or arrangements with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary to be executed merely in order to give formal effect to the above provisions. The Demerged Company will, if necessary, also be a party to the above. The Resulting Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company to be carried out or performed.

- 4.3. Without prejudice to the generality of the foregoing, it is clarified that upon this Scheme becoming effective and with effect from the Demerger Appointed Date, all consents, agreements, permissions, all statutory or regulatory licences, registrations, approvals, certificates, insurance covers, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Demerged Company in relation to the LSI Undertaking shall stand transferred to the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company, and the Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Resulting Company. In so far as the various incentives, subsidies, schemes, special status and other benefits or privileges enjoyed, granted by any governmental body, local authority, or by any other person, or availed by the Demerged Company in relation to the LSI Undertaking are concerned, the same shall vest with and be available to the Resulting Company on the same terms and conditions as applicable to the Demerged Company, as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to the Resulting Company.
- 4.4. Upon the Effective Date and with effect from the Demerger Appointed Date, all the resolutions, if any, of the Demerged Company which are valid and subsisting on the effectiveness of this Scheme, shall continue to be valid and subsisting and be considered as the resolutions of the Resulting Company to the extent such resolutions pertain to the LSI Undertaking, and, if any such resolutions have an upper monetary or any other limits imposed under the provisions of the Act, then the said limits shall apply *mutatis mutandis* to such resolutions and shall constitute the aggregate of the said limits in the Resulting Company.

5. Permits

- 5.1. All governmental approvals and other consents, registrations, permissions, quotas, rights, authorisations, scrips, entitlements, no-objection certificates and licenses, approvals, including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which the Demerged Company is a party or to the benefit of which the Demerged Company may be entitled to use and which may be required to carry on the operations of the LSI Undertaking, and which are subsisting or in effect immediately prior to the effectiveness of this Scheme, shall be, and remain, in full force and effect in favour of the Resulting Company and may be enforced as fully and effectually as if, the Resulting Company had been a party, a beneficiary or an obligee thereto.

- 5.2. The Resulting Company shall be entitled to undertake and carry out the business pertaining to the LSI Undertaking pursuant to the effectiveness of this Scheme on its own account, pending the transfer of any approvals and other consents, permissions, registrations, quotas, rights, authorisations, entitlements, no-objection certificates and licenses, privileges, powers and facilities of every kind and description, that may be required under Applicable Law in the name of the Resulting Company and would be entitled to make any applications, requests and the like in this regard.



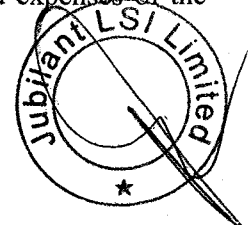
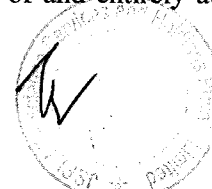
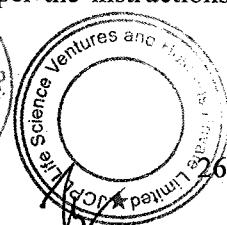
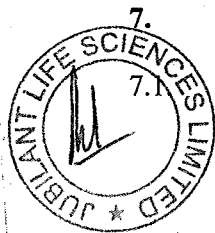

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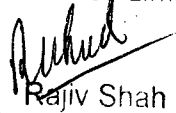
6. Employees

- 6.1. Upon this Scheme becoming effective, the employees of the LSI Undertaking as on the Effective Date, if any, shall be deemed to have become employees of the Resulting Company, without any interruption of service and on the basis of continuity of service and on the same terms and conditions as those applicable to them with reference to the Demerged Company as on the Effective Date. The services of such employees, if any, with the Demerged Company up to the Effective Date shall be taken into account for the purposes of all benefits to which the employees, may be eligible under Applicable Law.
- 6.2. Upon this Scheme becoming effective, all contributions to funds and schemes in respect of provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme or any other special schemes or benefits created or existing for the benefit of the employees of the LSI Undertaking, if any, shall be made by the Resulting Company in accordance with the provisions of such schemes or funds and Applicable Law.
- 6.3. The existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, the staff welfare scheme and any other schemes or benefits created by the Demerged Company for the employees of the LSI Undertaking, shall be continued on the same terms and conditions and be transferred to the existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme, etc., being maintained by the Resulting Company without any requirement of any separate act or deed/approval. In relation to the employees of the LSI Undertaking, for whom the Demerged Company is making contributions to the government provident fund, the Resulting Company shall stand substituted for the Demerged Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such employees.
- 6.4. Notwithstanding the provisions of Clauses 6.2 and 6.3 above, it is clarified that the assets of the Jubilant Employee Welfare Trust ("JEWT"), an existing trust administering welfare benefit schemes for the benefit of the employees of the Demerged Company and its group companies, shall be appropriately split and apportioned on the basis of the remuneration of the employees (General Manager and above) pertaining to the LSI Undertaking being transferred and a portion of the funds from the JEWT along with the underlying obligations in relation to employees transferred to the Resulting Company shall be transferred to an employee welfare trust to be created by the Resulting Company and such employee welfare trust created by the Resulting Company shall administer the employee benefit schemes for the employees of the Resulting Company (including those employees of the Demerged Company pertaining to the LSI Undertaking transferred to the Resulting Company pursuant to the demerger contemplated under this Part C of this Scheme) by utilizing the funds transferred from the JEWT.

7. Continuation of Legal Proceedings

Upon this Scheme becoming effective, legal or other proceedings, if any (including before any court, statutory or quasi-judicial authority or tribunal), by or against the Demerged Company, whether pending on the Demerger Appointed Date, or which may be instituted any time in the future (irrespective of whether they relate to periods on or prior to the Demerger Appointed Date) and in each case relating to the LSI Undertaking ("Demerger Proceeding(s)") shall be continued and enforced by or against the Resulting Company after the Effective Date, to the extent legally permissible. To the extent such Demerger Proceedings cannot be taken over by the Resulting Company, such proceedings shall be pursued by the Demerged Company as per the instructions of and entirely at the costs and expenses of the Resulting Company.




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- 7.2. If any Demerger Proceedings are initiated or carried on against the Demerged Company in respect of the matters referred to in Clause 7.1 above, it shall defend the same in accordance with the advice of the Resulting Company and at the cost of the Resulting Company, and the latter shall reimburse, indemnify and hold harmless the Demerged Company against all liabilities and obligations incurred by the Demerged Company in respect thereof.
- 7.3. If any Demerger Proceeding(s) is/ are pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of this Scheme and the proceedings may be continued, prosecuted and enforced, by or against the Resulting Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Demerged Company, as if this Scheme had not been made.
- 7.4. Any difference or difficulty as to whether any specific legal or other proceedings relates to the LSI Undertaking, shall be mutually decided between the Board of Directors of the Demerged Company and the Resulting Company and such mutual decision shall be conclusive and binding on the Demerged Company and the Resulting Company.

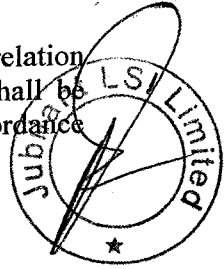
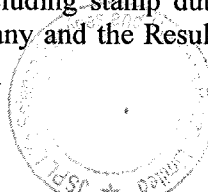
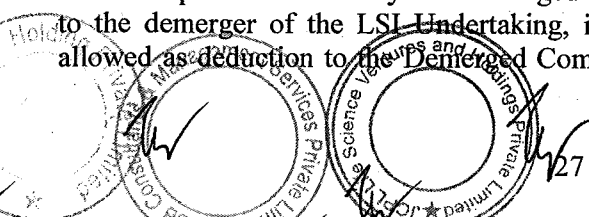
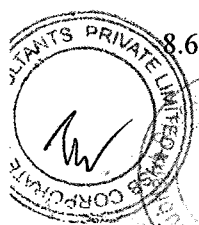
8. Treatment of taxes

- 8.1. Upon the Effective Date and with effect from the Demerger Appointed Date, all taxes and duties payable by the Demerged Company (including under the IT Act, Customs Act, 1962, Central Excise Act, 1944, state sales tax laws, Central Sales Tax Act, 1956, value added tax/ sales tax, service tax, goods and services tax laws, foreign trade policy and all other Applicable Laws), accruing and relating to the LSI Undertaking from the Demerger Appointed Date onwards, including but not limited to tax deducted at source, tax credits, advance taxes and deposits, minimum alternate tax credits, any refund and claims shall, for all purposes, be treated as tax deducted at source or refunds and claims, advance taxes and deposits, minimum alternate tax credits, as the case may be, of the Resulting Company.
- 8.2. Upon the Effective Date, all unutilized credits and exemptions, benefit of carried forward losses/ unabsorbed depreciation and other statutory benefits, including in respect of income tax (including but not limited to tax deducted at source, tax collected at source, advance tax, minimum alternate tax credit etc.), cenvat, customs, value added tax, sales tax, service tax, goods and services tax etc. relating to the LSI Undertaking to which the Demerged Company is entitled to shall be available to and vest in the Resulting Company, without any requirement of any further act or deed.
- 8.3. Upon the Effective Date, the Demerged Company and the Resulting Company are permitted to revise and file their respective income tax returns, withholding tax returns, including tax deducted at source certificates, sales tax/value added tax returns, service tax returns, GST returns and other tax returns for the period commencing on and from the Demerger Appointed Date, and to claim refunds/credits, pursuant to the provisions of this Scheme.

The Board of Directors of the Demerged Company and the Resulting Company shall be empowered to determine if any specific tax liability or any tax proceeding relates to the LSI Undertaking and whether the same would be transferred to the Resulting Company.

Upon the Effective Date, any tax deposited, certificates issued or returns filed by the Demerged Company relating to the LSI Undertaking shall continue to hold good as if such amounts were deposited, certificates were issued and returns were filed by the Resulting Company.

- 8.6. All the expenses incurred by the Demerged Company and the Resulting Company in relation to the demerger of the LSI Undertaking, including stamp duty expenses, if any, shall be allowed as deduction to the Demerged Company and the Resulting Company in accordance




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within 5 years of the IT Act over a period of 5 years beginning with the previous year in which this Scheme becomes effective.

- 8.7. Any refund under the tax laws due to the Demerged Company pertaining to the LSI Undertaking consequent to the assessments made on the Demerged Company and for which no credit is taken in the accounts as on the date immediately preceding the Demerger Appointed Date shall belong to and be received by the Resulting Company. The relevant authorities shall be bound to transfer to the account of and give credit for the same to the Resulting Company upon the passing of the orders on this Scheme by the NCLT upon relevant proof and documents being provided to the said authorities.
- 8.8. The Demerged Company may be entitled to various incentive schemes and pursuant to this Scheme, it is declared that the benefits under all such schemes and policies pertaining to the LSI Undertaking shall stand transferred to and vested in the Resulting Company and all benefits, entitlements and incentives of any nature whatsoever including benefits and refund claims under the income tax, excise duty, sales tax, value added tax, service tax, goods and services tax, exemptions, concessions, remissions, subsidies and other incentives in relation to the LSI Undertaking, to the extent statutorily available, shall be claimed by the Resulting Company.

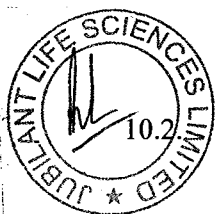
9. Saving of concluded transactions

- 9.1. The transfer of Assets and Liabilities to, and the continuance of proceedings by or against, the Resulting Company as envisaged in this Part C shall not affect any transaction or proceedings already concluded by the Demerged Company on or before the Demerger Appointed Date and after the Demerger Appointed Date till the effectiveness of this Scheme, to the end and intent that the Resulting Company accepts and adopts all acts, deeds and things done and executed by the Demerged Company in respect thereto as done and executed on behalf of itself.

10. Conduct of Business

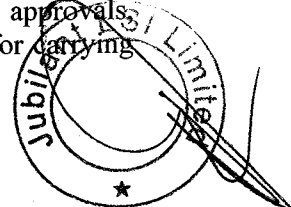
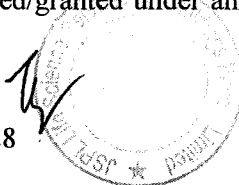
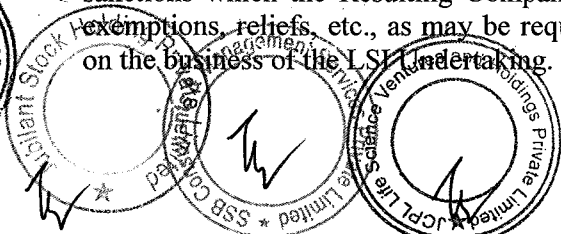
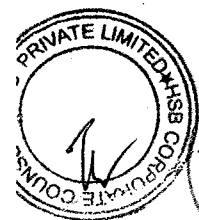
- 10.1. Subject to the effectiveness of this Scheme, with effect from the Demerger Appointed Date and up to and including the Effective Date:

- (i) the Demerged Company undertakes to carry on and shall be deemed to carry on all businesses and activities and stand possessed of the Assets of the LSI Undertaking, for and on account of and in trust for the Resulting Company; and
- (ii) all income, receipts, profits accruing to the Demerged Company and attributable to the LSI Undertaking and all taxes thereon or Liabilities or losses arising or incurred by it with respect to the LSI Undertaking shall, for all purposes, be treated as and deemed to be the income, expenses, payments, profits, Liabilities, taxes or losses, as the case may be, of the Resulting Company.



10.2. Subject to the effectiveness of this Scheme, with effect from the date of approval of this Scheme by the Board of Directors of the Demerged Company and the Resulting Company, and up to and including the Effective Date, the Demerged Company shall carry on the business of the LSI Undertaking with reasonable diligence and business prudence and in the same manner as it had been doing hitherto.

- 10.3. The Resulting Company shall also be entitled, pending the effectiveness of this Scheme, to apply to the central government, state government, and all other agencies, departments and statutory authorities concerned, wherever necessary, for such consents, approvals and sanctions which the Resulting Company may require including the registration, approvals, exemptions, reliefs, etc., as may be required/granted under any Applicable Law for carrying on the business of the LSI Undertaking.

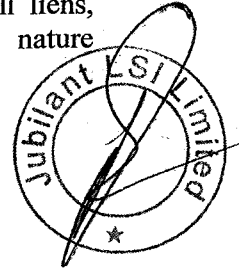
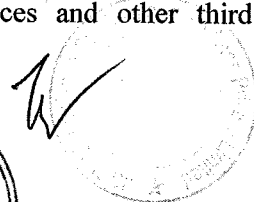
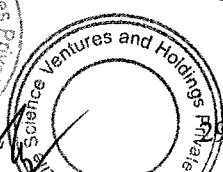
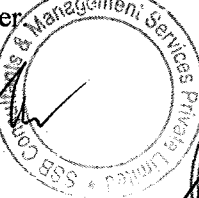
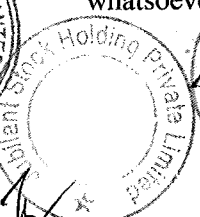
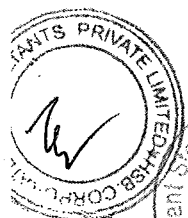



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- 10.4. It is hereby clarified that if any Assets (including but not limited to any estate, rights, title, interest in or authorities relating to such Assets) which the Demerged Company owns, any Liabilities and/ or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature ("**Contracts**") in relation to the LSI Undertaking to which the Demerged Company is a party, have not been transferred to the Resulting Company, the Demerged Company shall hold such Asset, Liabilities and/ or Contracts, as the case may be, in trust for the benefit of the Resulting Company till the time such Assets, Liabilities and/ or Contracts are duly transferred to the Resulting Company and to this end, the Demerged Company shall render all necessary assistance to and fully cooperate with, the Resulting Company with respect to such Assets, Liabilities and/ or Contracts for the purposes of transfer to the Resulting Company.
- 10.5. Unless otherwise specified in this Scheme, if there are any assets, liabilities, contracts, properties, services and/ or resources which are utilized by the LSI Undertaking and the Residual Undertaking or which are shared between or are common to both the aforesaid undertakings, the Board of Directors of the Companies shall be empowered to take appropriate decisions for allocation of such shared/ common assets, liabilities, contracts, properties, services and/ or resources and the Companies shall be permitted to enter into appropriate arrangements for the continued utilization of such common/ shared assets, liabilities, contracts, properties, services and/ or resources, as the case may be, upon mutually agreed terms.

11. Issue of Demerger Shares

- 11.1. The Resulting Company shall have taken all necessary steps, including by way of passing all enabling corporate resolutions to increase or alter, to the extent required, its authorized share capital suitably so as to enable it to issue and allot the Demerger Shares and if applicable, for the issuance of the necessary share certificates and/or letters of allotment representing the Demerger Shares.
- 11.2. Upon this Scheme becoming effective, the shares of the Resulting Company held by the Demerged Company shall, without any further application, act, instrument or deed, be automatically cancelled and be of no effect on and from the Effective Date. Simultaneously and concurrent with such cancellation, the Resulting Company shall, without any requirement of any further act or deed, issue and allot the Demerger Shares such that for every 1 (One only) fully paid-up equity shares of Re. 1/- (Rupee One only) each of the Demerged Company held by the shareholders of the Demerged Company as on the Demerger Record Date, 1 (One only) Demerger Shares shall be issued and allotted by the Resulting Company, free from all liens, charges, equitable interests, encumbrances and other third party rights of any nature whatsoever, to each shareholder of the Demerged Company whose name is recorded in the register of members of the Demerged Company as holding shares as of the Demerger Record Date. Provided however that, the number of Demerger Shares will be equitably adjusted to reflect appropriately the effect of any share split, reverse share split, dividend, including any extra-ordinary cash dividend, reorganization, recapitalization, reclassification, combination, exchange of shares, or other like change with respect to the Resulting Company's shares on the books of the Resulting Company as on the Demerger Record Date.
- 11.3. Any fractional entitlement arising out of the issue and allotment of the Demerger Shares pursuant to Clause 11.2 above, shall be rounded up to the previous whole integer and capped at shares held by shareholders of Demerged Company and be issued free from all liens, charges, equitable interests, encumbrances and other third party rights of any nature whatsoever.




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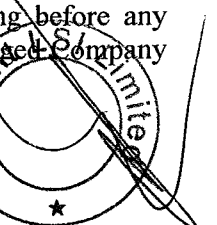
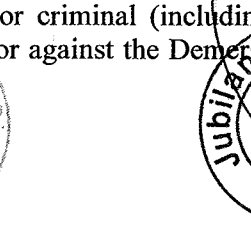
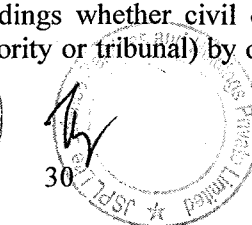
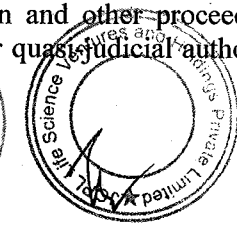
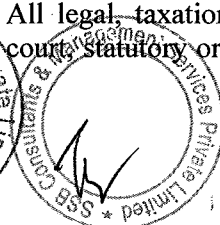
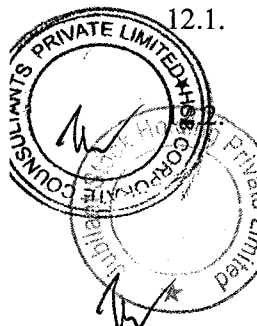
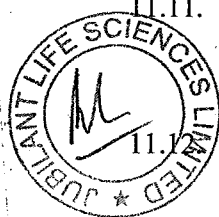
- 11.4. The Demerger Shares shall be subject to the memorandum and articles of association of the Resulting Company and shall rank *pari passu* in all respects, including dividend, with the existing shares of the Resulting Company.
- 11.5. The issue and allotment of the Demerger Shares by the Resulting Company to the shareholders of the Demerged Company as provided in this Scheme is an integral part thereof and shall be deemed to have been carried out as if the procedure laid down under Section 62 read with Section 42 of the Act and any other applicable provisions of the Act were duly complied with.
- 11.6. The Demerger Shares to be issued to the shareholders of the Demerged Company shall be issued in compliance with applicable laws and all details relating to such shareholders shall be made available to the Resulting Company.
- 11.7. Approval of this Scheme by the shareholders of the Resulting Company shall be deemed to mean that the shareholders have also accorded all relevant consents under the Act for the issue and allotment of Demerger Shares by the Resulting Company to the shareholders of the Demerged Company.
- 11.8. The Demerger Shares to be issued by the Resulting Company, in terms of Clause 11.2 above will, subject to approval/ exemption from SEBI, be listed and/or admitted to trading on the Stock Exchanges where the equity shares of the Demerged Company are listed and/or admitted to trading in terms of Rule 19(7) of the Securities Contract (Regulation) Rules, 1957 and other applicable rules/ regulations. The Resulting Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with the Applicable Laws for complying with the formalities of the Stock Exchanges. On such formalities being fulfilled the Stock Exchanges shall list and /or admit such equity shares for the purpose of trading.
- 11.9. The Demerger Shares allotted by the Resulting Company, pursuant to Clause 11.2 above, shall remain frozen in the depositories system till the listing/ trading permission is given by the Stock Exchanges.
- 11.10. The cancellation of the equity share capital as per Clause 11.2 above and the consequential capital reduction shall be effected as a part of this Scheme itself and not under a separate procedure in terms of Section 66 of the Act. The consent of the shareholders of the Resulting Company to this Scheme shall be deemed to be the consent of its shareholders for the purpose of effecting the reduction under the provisions of Section 66 of the Act and no further compliances would be separately required.
- 11.11. The reduction of capital of the Resulting Company, as above, does not involve any diminution of liability in respect of any unpaid share capital or payment to any shareholder of any paid-up share capital or payment in any other form.

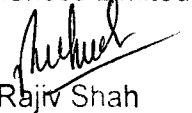
11.12. Notwithstanding the reduction of the existing share capital of the Resulting Company in terms of Clause 11.2 above, the Resulting Company shall not be required to add "and reduced" as a suffix to its name.

12. Residual Undertaking of the Demerged Company

- 12.1. The Resulting Company shall have no right, claim or obligation in relation to the Residual Undertaking and all assets, liabilities, rights, title, interest or obligations thereto.

All legal, taxation and other proceedings whether civil or criminal (including before any court, statutory or quasi-judicial authority or tribunal) by or against the Demerged Company




Rajiv Shah
Company Secretary

under any statute, whether pending on the effectiveness of this Scheme or which may be instituted at any time thereafter, and in each case pertaining to the Residual Undertaking shall be continued and enforced by or against the Demerged Company after the effectiveness of this Scheme. The Resulting Company shall in no event be responsible or liable in relation to any such legal or other proceeding against the Demerged Company.

12.3. Without prejudice to this Scheme, with effect from and beyond the effectiveness of this Scheme, the Demerged Company:

- (i) shall be deemed to have been carrying on and to be carrying on all the business and activities relating to the Residual Undertaking for and on its own behalf; and
- (ii) all profits accruing to the Demerged Company thereon or losses arising or incurred by it relating to the Residual Undertaking shall for all purposes be treated as the profits or losses, as the case may be, of the Demerged Company.

13. Accounting treatment in the books of the Demerged Company

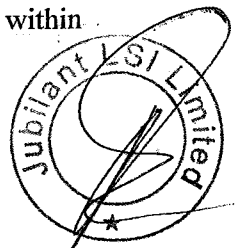
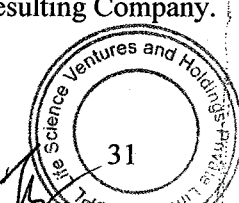
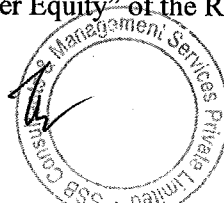
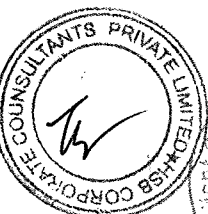
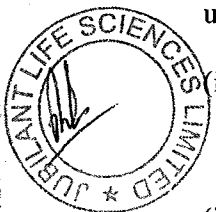
13.1. Upon Part C of this Scheme coming into effect on the Effective Date, and with effect from the Demerger Appointed Date, the Demerged Company shall account for the demerger and vesting of the LSI Undertaking with the Resulting Company in its books of accounts in accordance with the Indian Accounting Standards (Ind-AS) prescribed under Section 133 of the Act, as notified under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time and other generally accepted accounting principles in India as under:

- (i) the Demerged Company shall reduce the book values of assets and liabilities of the LSI Undertaking as at the close of business on the day immediately preceding the Demerger Appointed Date in its books of accounts; and
- (ii) Upon Part C of this Scheme coming into effect on the Effective Date, the Demerged Company shall make an adjustment equal to the book values of the LSI Undertaking as per Clause 13.1(i) above, first in the Securities Premium to the extent available, thereafter in the General Reserve to the extent available and residual balance, if any, in the Retained Earnings under the head "Other Equity".

14. Accounting treatment in the books of the Resulting Company

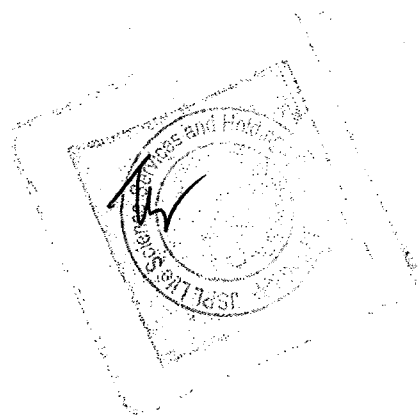
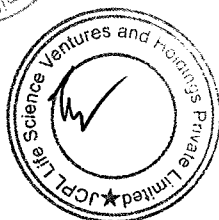
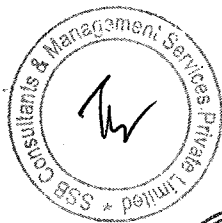
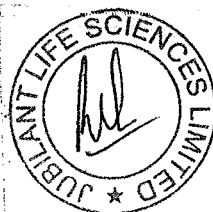
14.1. Upon Part C of this Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date, the Resulting Company shall account for the demerger and vesting of the LSI Undertaking with the Resulting Company in its books of accounts in accordance with the Indian Accounting Standards (Ind-AS) prescribed under Section 133 of the Act, as notified under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time and other generally accepted accounting principles in India as under:

- (i) The Resulting Company shall record the Assets and Liabilities of the LSI Undertaking vested in it pursuant to this Scheme at the respective book values appearing in the books of accounts of the Demerged Company;
- (ii) The Resulting Company shall credit its share capital account with the aggregate face value of the Demerger Shares issued by it to the shareholders of the Demerged Company;
- (iii) The difference between Clauses 14.1(i) and 14.1(ii) above shall be recorded within "Other Equity" of the Resulting Company.

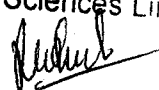


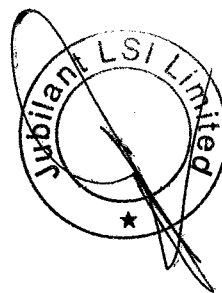
15. Utilization of balance of Securities Premium Account of the Demerged Company

- 15.1. The utilization of Securities Premium Account referred to in clause 13.1 (ii) of Part C of this Scheme, being consequential in nature, is proposed to be affected as an integral part of this Scheme. The approval of the shareholders and creditors of the Demerged Company to this Scheme shall be deemed to be their approval under the provisions of Section 52 read with Section 66 and all other applicable provisions of the Act and the Demerged Company shall not be required to undertake any separate proceedings/ compliances for the same. The order of the Tribunal sanctioning this Scheme shall in view of explanation to section 66 of the Act be sufficient and not requiring a separate order under Section 66(3) of the Act. Accordingly, the Demerged Company shall not be required to separately comply with Section 52 read with Section 66 or any other provisions of Act. The Demerged Company shall not be required to add "and reduced" as a suffix to its name.



**Certified True Copy
For Jubilant Life Sciences Limited**


**Rajiv Shah
Company Secretary**




Rajiv Shah
Company Secretary

PART D

GENERAL TERMS AND CONDITIONS

1. Application to the NCLT

- 1.1 Each of the Companies shall jointly make the requisite company applications/ petitions under Sections 230 to 232 and other applicable provisions of the Act to the NCLT for seeking sanction of this Scheme and all matters ancillary or incidental thereto, as may be necessary to give effect to the terms of this Scheme.

2. Modification or Amendment to this Scheme

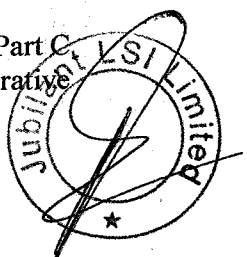
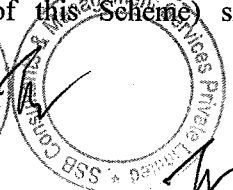
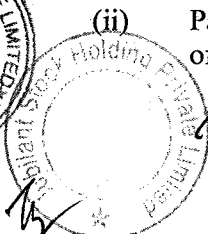
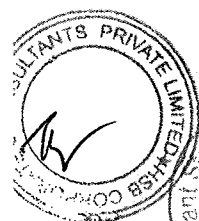
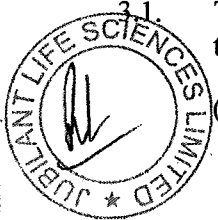
- 2.1. Each of the Companies (acting through their respective Board) may, in their full and absolute discretion, assent to any amendments, alterations or modifications to this Scheme, in part or in whole, which the NCLT and/or any other authorities may deem fit to direct, approve or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out this Scheme, including any individual part thereof, or if the Board of Directors are of the view that the coming into effect of this Scheme, in part or in whole, in terms of the provisions of this Scheme, could have an adverse implication on all or any of the Companies. Each of the Companies (acting through their respective Board) be and are hereby authorized to take such steps and do all acts, deeds and things, as may be necessary, desirable or proper to give effect to this Scheme, in part or in whole and to resolve any doubts, difficulties or questions whether by reason of the order of the NCLT or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith and may also in their full and absolute discretion, withdraw or abandon this Scheme, or any individual part thereof, at any stage prior to the effectiveness of this Scheme.
- 2.2. If any part of this Scheme is held invalid, ruled illegal by any court of competent jurisdiction, or becomes unenforceable for any reason, whatsoever, whether under present or future laws, then it is the intention of the Companies that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to either of the Companies in which case the Companies shall attempt to bring about a modification in this Scheme, as will best preserve for the Companies the benefits and obligations of this Scheme, including but not limited to such part.

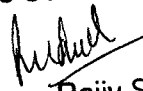
3. Sequence of coming into effect of this Scheme

- 3.1. The following shall be deemed to have occurred and become effective and operative only in the sequence and in the order mentioned hereunder:

(i) Part B along with this Part D of this Scheme (to the extent this Part D relates to Part B of this Scheme) shall take effect from the Effective Date and be operative prior to coming into effect of Part C of this Scheme. It is hereby clarified that the Board of Directors of the Transferor Companies and the Transferee Company, respectively, may decide to implement Part B of this Scheme in phases to give effect to the intent of the Scheme and

(ii) Part C along with this Part D of this Scheme (to the extent this Part D relates to Part C of this Scheme) shall take effect from the Effective Date and be operative




Rajiv Shah
Company Secretary

immediately after coming into effect of Part B of this Scheme.

4. Revocation and Withdrawal of this Scheme

- 4.1. Each of the Companies acting through their respective Board of Directors shall be at liberty to withdraw this Scheme.
- 4.2. In the event of revocation under Clause 4.1 of this Part D of this Scheme above, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* to the Companies or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the Applicable Laws.
- 4.3. In the event of revocation under Clause 4.1 of this Part D of this Scheme above, the Companies shall take all necessary steps to withdraw this Scheme from the NCLT and any other authority and to make all necessary filings/ application as may be required to withdraw this Scheme.

5. Costs, charges and expenses

- 5.1. Except as otherwise expressly provided in this Scheme, all costs, charges and expenses (including stamp duty, registration charges and statutory amounts) arising out of or in connection with the amalgamations contemplated under Part B of this Scheme shall be borne by the Promoters.
- 5.2. All costs, charges and expenses (including stamp duty, registration charges and statutory amounts) arising out of or in connection with the demerger contemplated under Part C of this Scheme shall be borne in equal proportion by the Demerged Company and the Resulting Company, respectively.

6. Indemnification

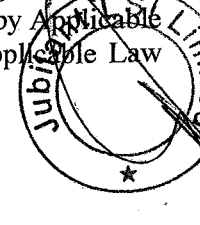
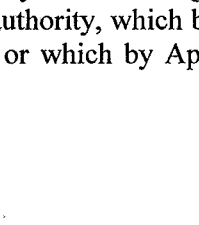
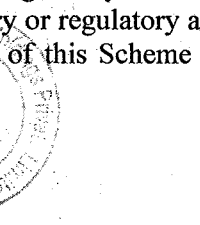
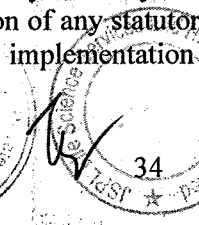
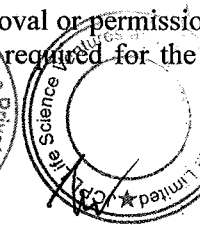
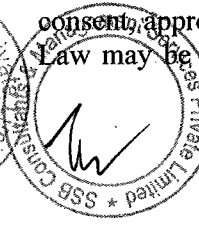
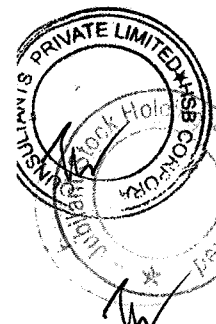
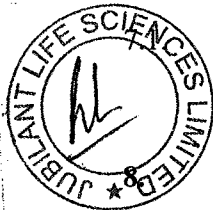
- 6.1. Notwithstanding anything to the contrary, the Promoters of the Transferee Company shall fully indemnify the Transferee Company and keep the Transferee Company indemnified for liability, claim, demand, if any, of past, present and future and which may devolve on the Transferee Company on account of the amalgamations contemplated under Part B of this Scheme.

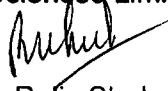
7. Dividend

Notwithstanding anything contained in this Scheme, the Companies shall be entitled to declare, distribute and pay dividend, whether interim or final, to their respective shareholders prior to the effectiveness of this Scheme in accordance with Applicable Laws.

Compliance with Applicable Laws

- 8.1. The Companies undertake to comply with all Applicable Laws (including all applicable compliances required by SEBI and the Stock Exchanges and under the Foreign Exchange Management Act, 1999 and the rules, regulations and guidelines issued thereunder as may be prescribed by the Reserve Bank of India, from time to time) including making the requisite intimations and disclosures to any statutory or regulatory authority and obtaining the requisite consent, approval or permission of any statutory or regulatory authority, which by Applicable Law may be required for the implementation of this Scheme or which by Applicable Law




Rajiv Shah
Company Secretary

may be required in relation to any matters connected with this Scheme.

- 8.2. Since the Transferee Company/ Demerged Company is a listed company, this Scheme is subject to the compliances of the applicable requirements under the SEBI Listing Regulations, SEBI Circular and all other statutory directives of SEBI, as applicable.
- 8.3. Para 9(b) of Annexure I of the SEBI Circular is applicable to this Scheme, therefore the Transferee Company/ Demerged Company will provide voting by the public shareholders through e-voting and will disclose all material facts in the explanatory statement, to be sent to the shareholders/ creditors in relation to the said resolution(s). This Scheme shall be acted upon only if the number of votes cast by the public shareholders of the Transferee Company/ Demerged Company in favour of this Scheme are more than the number of votes cast by the public shareholders against it in terms of the SEBI Circular.

9. Compliance with Tax Laws

- 9.1. This Scheme complies with the conditions relating to “amalgamation” and “demerger” as defined under Sections 2(1B) and 2(19AA) of the IT Act, respectively, and other relevant sections and provisions of the IT Act are intended to apply accordingly. If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any of the said provisions (including the conditions set out therein) at a later date whether as a result of a new enactment or any amendment or coming into force of any provision of the IT Act or any other Applicable Law or any judicial or executive interpretation or for any other reason whatsoever, this Scheme may be modified to the extent required with the consent of each of the Companies (acting through their respective Board of Directors) to ensure compliance of this Scheme with such provisions.

10. Change of name of the Demerged Company

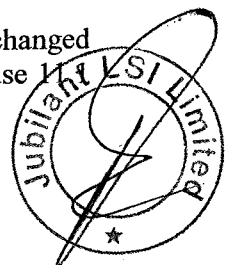
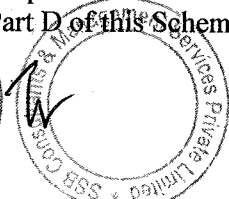
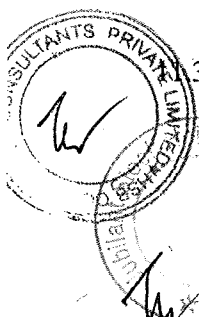
- 10.1. Upon this Scheme becoming effective and in accordance with the provision of the Rule 8A(1)(w) of the Companies (Incorporation) Rules, 2014, without any further act, instrument or deed, the name of the Demerged Company shall be changed to “*Jubilant Pharmaceuticals Limited*” or such other name as may be decided by the Board of Directors of the Demerged Company and approved by the concerned jurisdictional Registrar of Companies. Further, the name “*Jubilant Life Sciences Limited*” wherever it occurs in the memorandum of association and articles of association of the Demerged Company shall be substituted by such name.
- 10.2. The Demerged Company shall not be required to add its former name as a suffix to its changed name pursuant to the change in the name of the Demerged Company in terms of Clause 10.1 of Part D of this Scheme above.

11. Change of name of the Resulting Company

- 11.1. Upon this Scheme becoming effective and in accordance with the provision of the Rule 8A(1)(w) of the Companies (Incorporation) Rules, 2014, without any further act, instrument or deed, the name of the Resulting Company shall be changed to “*Jubilant Life Sciences Limited*” or such other name as may be decided by the Board of Directors of the Resulting Company and approved by the concerned jurisdictional Registrar of Companies. Further, the name “*Jubilant LSI Limited*” wherever it occurs in the memorandum of association and articles of association of the Resulting Company shall be substituted by such name.

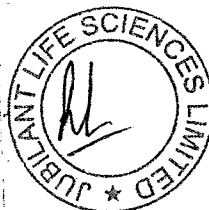
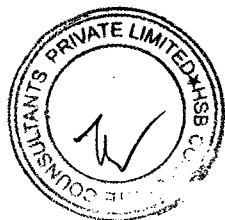
- 11.2. The Board of Directors and the shareholders of the Demerged Company shall not have any objection to the adoption and use of the name “*Jubilant Life Sciences Limited*” or any modification or alteration of such name in the Resulting Company pursuant to this Scheme.

- 11.3. The Resulting Company shall not be required to add its former name as a suffix to its changed name pursuant to the change in the name of the Resulting Company in terms of Clause 11.2 of Part D of this Scheme above.

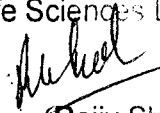


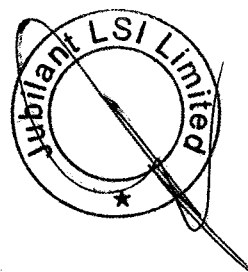
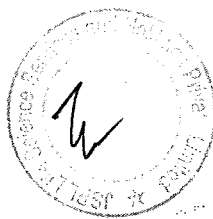
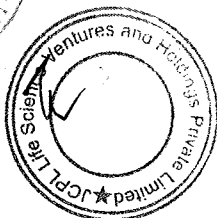
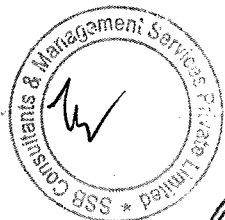
12. Alteration to the Memorandum of Association of the Demerged Company and the Resulting Company

- 12.1. Under the accepted principle of 'single window clearance', it is hereby provided that the change in the name clause of the Demerged Company and the Resulting Company, respectively, pursuant to Clauses 10 and 11 of Part D of this Scheme and the change in the capital clause of the Demerged Company pursuant to Clause 13 of Part B of this Scheme, shall become operative upon this Scheme becoming effective by virtue of the fact that the shareholders of the Demerged Company and the Resulting Company, while approving this Scheme as a whole, have also resolved and accorded the relevant consents as required respectively under Sections 13 and 61 of the Act and Section 232 of the Act or any other provisions of the Act, and there shall not be a requirement to pass separate resolutions as required under the Act.
- 12.2. The approval and consent of this Scheme by the shareholders of the Demerged Company and the Resulting Company shall be deemed to be their approval and consent by way of special resolution under Section 13 of the Act for the change in name of the Demerged Company and the Resulting Company and for the change in the capital clause of the Demerged Company as contemplated herein and shall be deemed to be sufficient for the purpose of effecting the amendments in the memorandum of association and articles of association, as applicable, of the Demerged Company and the Resulting Company in relation to the change in name of the Demerged Company and the Resulting Company and in relation to the change in the capital clause of the Demerged Company in accordance with Sections 13, 14, 61, 64 and any other applicable provisions of the Act. The sanction of this Scheme by the NCLT shall be deemed and no further resolution(s) would be required to be separately passed to be in compliance of Sections 4, 13, 14, 61, 64 and any other applicable provisions of the Act for the purpose of effecting the change in the name of the Demerged Company and the Resulting Company and the change in the capital clause of the Demerged Company.
- 12.3. Clause V of the memorandum of association of the Demerged Company shall stand amended to give effect to the relevant provisions of this Scheme.
- 12.4. The approval and consent of the shareholders of the Demerged Company and the Resulting Company to this Scheme shall be deemed to be their approval and consent also to the alteration of the memorandum of association and articles of association of the Demerged Company and the Resulting Company, as required under Sections 13, 14, 61, 64 and any other applicable provisions of the Act.



Certified True Copy
For Jubilant Life Sciences Limited


Rajiv Shah
Company Secretary



SCHEDULE I

1. List of Immovable Properties pertaining to the LSI Undertaking as on November 22, 2019

(I) Maharashtra

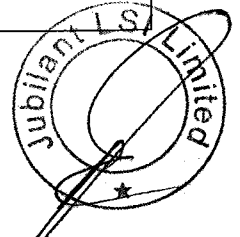
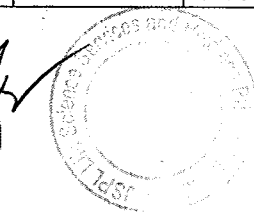
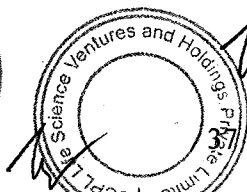
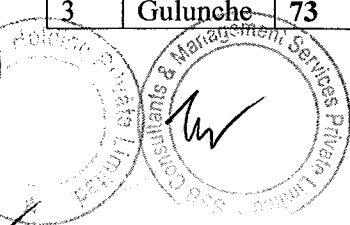
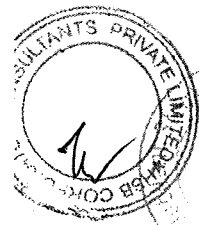
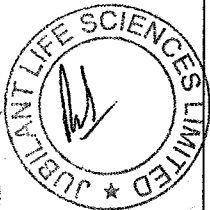
(a) Ambernath- Distt. Thane Maharashtra (Lease Hold)

S. No.	Location	Lease Deed No.	Date of Deed	Plot No.	Area (Sq. Mtrs)
1.	MIDC Area Ambernath Maharashtra	1364	24.05.2005 Permission by MIDC for JLL 10.10.2014	N-34	11969.00
2.	MIDC Area Ambernath Maharashtra	2224	26.08.2004 Permission by MIDC for JLL 10.10.2014	B-34	2017.50

together with all structures thereon.

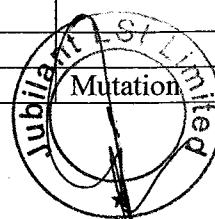
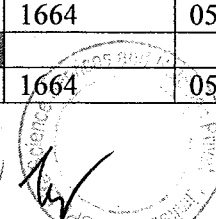
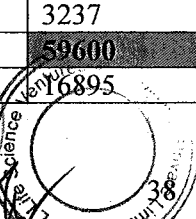
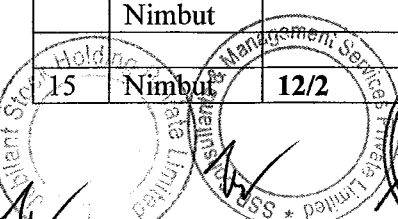
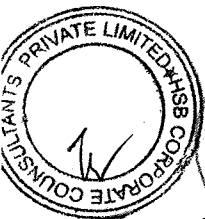
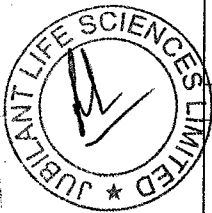
(b) Nira, Nimbut and Gulunche Distt Pune Maharashtra (Free hold)

S. No.	Village where situate	GAT No. /Hissa No.	Area in Sq. Mtr.	Registry no.	Date of Registration	Remarks
1	Nimbut	20/1	35800	3173/2002	26/06/2002	Purchased by Mr. S.N. Singh vide doc. No. 3465. Mutated in the Name of Mr. S.N. Singh vide no. 2915
		20/2	35800			Purchased by Mr. S.N. Singh vide doc. No. 3466. Mutated in the Name of Mr. S.N. Singh vide no. 2916
			71600			
2	Nimbut	20/3	26400	3172/2002	26/06/2002	Purchased by Mr. V B Borse vide doc. No. 3464. Mutated in the Name of Mr. V.B. Borse vide no. 2914
3	Gulunche	73	14700	95	16/02/2001	-



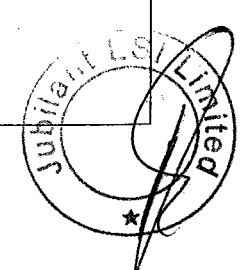
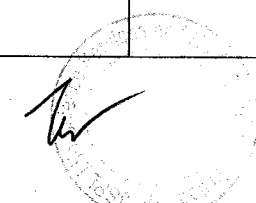
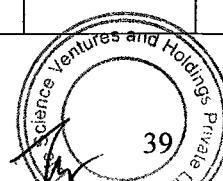
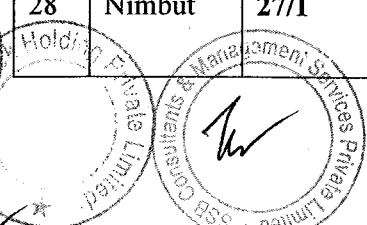
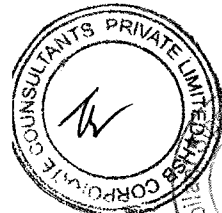
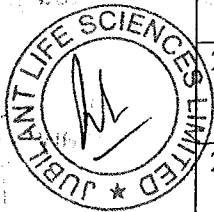
Rajiv Shah

S. No.	Company Secretary where situate	GAT No. /Hissa No.	Area in Sq. Mtr.	Registry no.	Date of Registration	Remarks
4	Gulunche	73	14700	3017	13/12/2000	Mutated in the name of Seller vide entry no. 905
5	Gulunche	126	14000	3019	13/12/2000	Mutated in the name of Seller vide entry no. 1436
6	Gulunche	126	14000	3020	13/12/2000	Mutated in the name of Seller vide entry no. 1436
7	Gulunche	126	14000	3021	13/12/2000	Mutated in the name of Seller vide entry no. 1436
8	Shivtakrar, Nira	32K/4K 31A/1/1/1 31A/1/1/2	4600 7400 1800	1996	30/09/1999	Purchased by Polychem through conveyance deeds dt. 10.05.1990
9	Shivtakrar, Nira	32A/4C/3/4/1A	3900	1994	30/09/1999	-
10	Nimbut	25/2 & 26/2 & 27/2 & 32/2		1664	05-07-1999	Mutation in the name of Polychem by mutation entry no. 4911
	Nimbut			1664	05-07-1999	
	Nimbut			1664	05-07-1999	
	Nimbut			1664	05-07-1999	
	Nimbut			1664	05-07-1999	
			99451			
11	Nimbut	24	19121	1664	05-07-1999	
12	Nimbut	22	23067	1664	05-07-1999	Mutation in the name of Polychem by mutation entry no. 4910
13	Nimbut	29	23573	1664	05-07-1999	Mutation in the name of Polychem by mutation entry no. 5125
	Nimbut		32274	1664	05-07-1999	
			55847			
14	Nimbut	30 & 31	52103	1664	05-07-1999	Mutation in the name of Polychem by mutation entry no. 5126
	Nimbut		3237	1664	05-07-1999	
			59600			
15	Nimbut	12/2	16895	1664	05-07-1999	Mutation in




Rajiv Shah
Company Secretary

S. No.	Village where situate	GAT No. /Hissa No.	Area in Sq. Mtr.	Registry no.	Date of Registration	Remarks
			11432	1664	05-07-1999	the name of Polychem by mutation entry no. 5128
			32100			
16	Nimbut	11	3946	1664	05-07-1999	Mutation in the name of Polychem by mutation entry no. 5123
			7284	1664	05-07-1999	
			5969	1664	05-07-1999	
			16500			
17	Nimbut	19	8094	1664	05-07-1999	Mutation in the name of Polychem by mutation entry no. 5124
18	Nimbut	10	3642	1664	05-07-1999	Mutation in the name of Polychem by mutation entry no. 5122
19	Nimbut	28	77497	1664	05-07-1999	Mutation in the name of Polychem by mutation entry no. 5127
20	Nimbut	45/1	114900	1664	05-07-1999	Mutation in the name of Polychem by mutation entry no. 8229
		45/2				
		45/3				
			114900			
21	Nimbut	23***	3600	1664	30/09/1999	
22	Nimbut	25/1	1000	659	11.02.2004	
23	Nira	32A/4C/3/4/1B	1400	626	07.03.2000	
24	Nira	32A/4C/3/4/1A/1	200	628	07.03.2000	
25	Nira	4C/3/4/1A/2	100	627	07.03.2000	
26	Nira	32B	400	21	03.01.2002	
27	Nimbut	26/1	1033	543/18	14.05.2018	
28	Nimbut	27/1	2002	544/18	14.05.2018	



S. No.	Village where situate	GAT No. /Hissa No.	Area in Sq. Mtr.	Registry no.	Date of Registration	Remarks
29	Nimbut	27/1	3003	7026/2009	27.10.2009	

together with all structures thereon.

(II) Uttar Pradesh

(a) Noida, Uttar Pradesh (Lease Hold)

S. No.	Location	Lease Deed No.	Date of Deed	Plot No.	Area (Sq. Mtrs)
1.	1A Sector-16A, Noida	683, 3650, 2694 & 949	16.02.2096, 23.12.2000, 27.07.01 & 07.04.01	1A	4028

(b) Bhartiagram Gajraula Distt. Amroha – Uttar Pradesh (Lease Hold)

S. No.	Location	Lease Deed No.	Date of Deed	Plot No.	Area (Sq. Mtrs)
1.	UPSIDC Industrial Area-II, Gajraula, Distt. Amroha	198/04	January 9, 2004 Supplementary Lease Deed on October 5, 2017	A-4/2 (Old A-4)	157509
2.	UPSIDC Industrial Area-II, Gajraula, Distt. Amroha	Allotted on 25.08.2005	Execution & registration of Lease deed- Pending	D-1	12,171

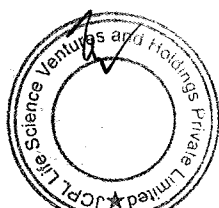
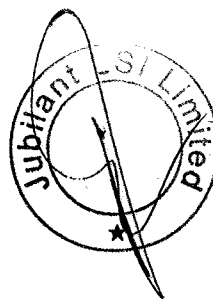
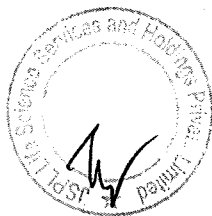
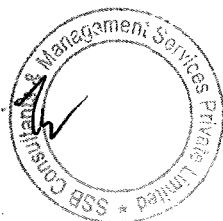
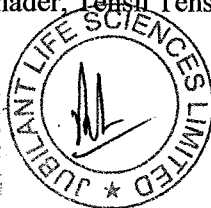
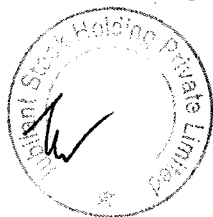
together with all structures thereon.

(c) Gajraula Distt. Amroha – Uttar Pradesh (Free Hold)

- i. Pieces and parcels of land admeasuring 90124.20 situated in the revenue estate of Villages Naipura Khader, Tehsil Tehsil Dhanora, District - Amroha), Uttar Pradesh.

Certified True Copy
For Jubilant Life Sciences Limited

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Company Secretary

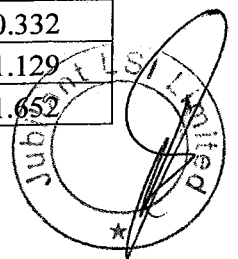
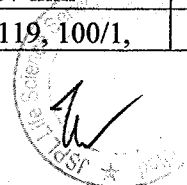
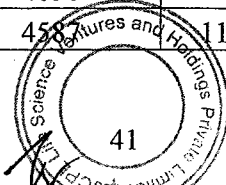
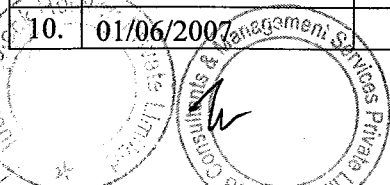
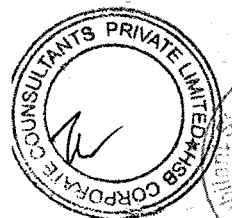
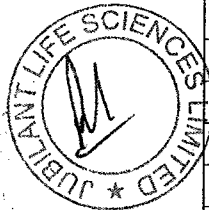


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Company Secretary

S. No.	Location	Sale Deed No. and Date	Khasra No.	Total Area covered under sale deed (Sq. Mtrs)	Area left with "JLSL" after transfer of land to JIL vide Demerger order dated 31.01.2012 in Co. Pet. No. 47 of 2011 and BTA dated 21.03.2013 (Sq. Mtrs)
1.	Naipura Khadar	3034 Dated 29/09/1978	40	9836.64	8246.64
2.	Naipura Khadar	03 Dated 6/4/1979	41	14734.72	26064.44
3.	Naipura Khadar	02 Dated 6/4/1979	41	14734.72	
4.	Tigariya Bhoor	3802 Dated 16/12/1978	226	9391.36	9878.72
5.	Tigariya Bhoor	3803 Dated 16/12/1978	226	9391.36	
6.	Tigariya Bhoor	246 Dated 1/3/1979	224	15503.84	15475.39
7.	Tigariya Bhoor	800 Dated 29/03/1979	225	20482.88	12035.13
8.	Tigariya Bhoor	3483 Dated 28/08/1990	228	12346.40	10475.36
9.	Tigariya Bhoor	1957 Dated 3/10/1992	228	4128.96	
10.	Tigariya Bhoor	1980 Dated 11/5/1999	227	2185.92	7948.56
11.	Tigariya Bhoor	1293 Dated 24/03/2000	227	6800.64	
Total				119537.44	90124.20

- ii. Pieces and parcels of land admeasuring 32.77 Acres or 13.268 Hectares situated in the revenue estate of Villages Naipura Khader, Tehsil Dhanaura, District Amroha, Uttar Pradesh.

S. No.	Date	Sale Deed No.	Khasra No.	Area	
				Acres	Hectares
1.	06/04/1979	1	37 & 53	3.92	1.587
2.	29/09/1978	3036	42,43 & 45	0.55	0.223
3.	29/09/1978	3039	44 & 46	0.82	0.332
4.	06/04/1979	4	47	4.66	1.887
5.	29/09/1978	3035	48	3.39	1.372
6.	06/04/1979	5	54	3.05	1.235
7.	06/04/1979	6	55	3.74	1.514
8.	19/10/2007	8902	106 min & 107	0.82	0.332
9.	31/08/2004	4850	67 min	2.79	1.129
10.	01/06/2007	4587	118, 119, 100/1,	4.08	1.652



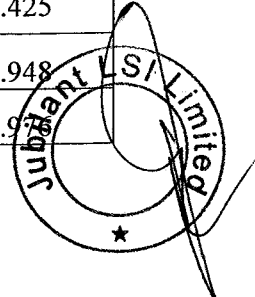
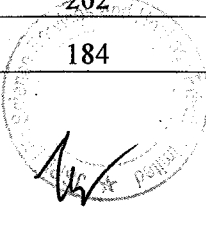
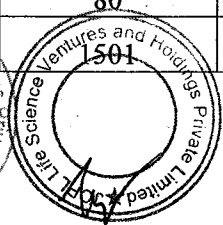
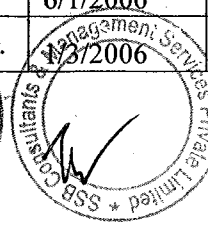
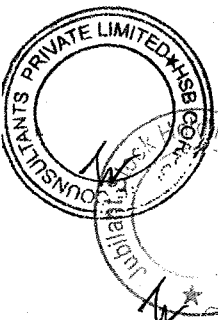
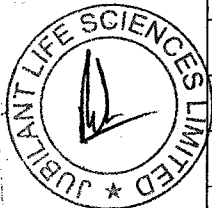
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S. No.	Company Secretary Date	Sale Deed No.	Khasra No.	Area	
				Acres	Hectares
			102/2 & 97		
11.	09/05/2007	3909	104/2, 106 min, 129/9, 100/2, 104/2, 120/8, 65 60 & 61	4.95	2.005
Total				32.77	13.268

together with all structures thereon.

- iii. Pieces and parcels of land admeasuring 154.28 Acres or 62.448 Hectares situated in the revenue estate of Village Tigariya Bhoor, Tehsil Dhanera, District Amroha, Uttar Pradesh

S. No.	Date	Sale Deed No.	Khasra No.	Area	
				Acres	Hectares
1.	20/05/1980	1768	135A & 135B	3.16	1.279
2.	23/05/1980	1816	137	1.01	0.409
3.	28/02/1980	546	139	0.69	0.279
4.	28/02/1980	537	140	0.25	0.101
5.	22/02/1980	536	141	1.07	0.433
6.	18/04/1980	1314	142	1.53	0.619
7.	10/03/1980	660	143A & 143B	5.3	2.146
8.	13/03/1980	689	145	6.95	2.814
9.	28/02/1979	244	156	0.96	0.389
10.	17/03/1979	454	157Min & 157B	2.55	1.032
11.	17/03/1979	452	158	0.63	0.255
12.	19/03/1979	459	159	1.29	0.522
13.	17/03/1979	453	161A & 161B	1.91	0.773
14.	17/03/1979	457	163	0.64	0.259
15.	19/03/1979	458	164	0.67	0.271
16.	29/03/1979	796	165A & 165B	3.56	1.441
17.	29/03/1979	794	166A & 166B	3.63	1.470
18.	23/02/1980	489	168 & 167	6.48	2.623
19.	19/05/1980	1760	170	3.5	1.417
20.	15/04/1980	1239	171	5.18	2.097
21.	17/03/1979	451	223	3.52	1.425
22.	6/1/2006	80	202	2.34	0.948
23.	3/2006	1501	184	2.41	0.9



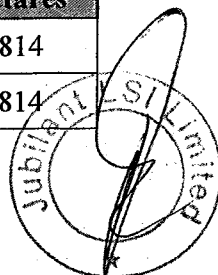
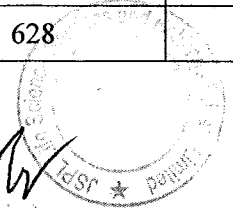
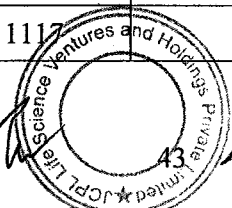
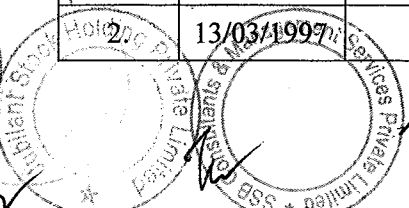
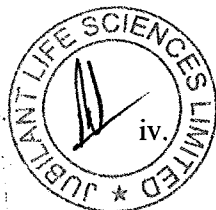
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Company Secretary

S. No.	Date	Sale Deed No.	Khasra No.	Area	
				Acres	Hectares
24.	28/02/2006	1474	182	2.96	1.197
25.	16/03/2007	1844	207	0.19	0.076
26.	10/5/2000	1514	144	0.58	0.233
27.	10/5/2000	1517	144	0.56	0.225
28.	20/05/2000	2027	144	0.02	0.008
29.	28/01/2006	532	183	0.61	0.247
30.	16/01/2006	280	186	8.23	3.331
31.	1/6/2007	4586	134 & 181	0.96	0.387
32.	7/12/2005	6248	204, 205 & 210	10.68	4.323
33.	20/12/2005	6625	207	0.19	0.076
34.	13/12/2005	6461	207	1.25	0.507
35.	9/12/2005	6309	206	0.93	0.376
36.	4/2/2005	544	208	7.83	3.169
37.	4/2/2005	540	213	4.87	1.971
38.	4/2/2005	543	176,177,178	17.08	6.916
39.	4/2/2005	1016	175, 179, 180, 214	13.02	5.270
40.	4/2/2005	542	231	3.69	1.495
41.	15/07/2006	4700	188	2.29	0.928
42.	4/1/2006	51	207	0.88	0.356
43.	6/1/2006	79	207	1.25	0.507
44.	20/05/2006	3172	187 & 189	5.09	2.059
45.	25/8/1990	3482	136	2.92	1.182
46.	25/08/1990	3481	218	3.74	1.514
47.	24/08/1990	3480	229	5.23	2.117
Total				154.28	62.448

together with all structures thereon.

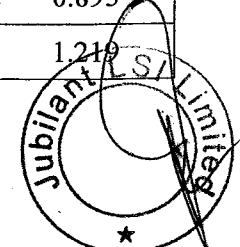
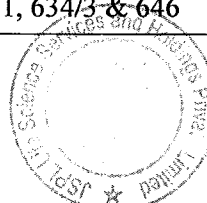
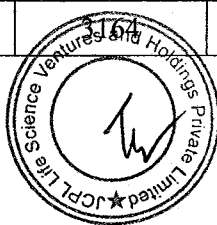
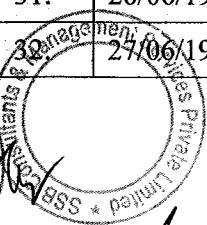
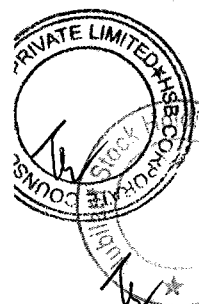
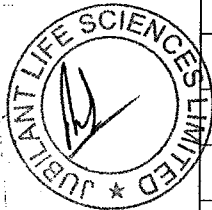
Pieces and parcels of land admeasuring 95.46 Acres or 38.648 Hectares situated in the revenue estate of Village Shahbajpur Dhor, Tehsil -Dhanaura, District Amroha Uttar Pradesh

S. No.	Date	Sale Deed No.	Khasra No.	Area	
				Acres	Hectares
1.	13/03/1997	1115	628	4.48	1.814
2.	13/03/1997	1117	628	4.48	1.814



Rajiv Shah
Rajiv Shah
Company Secretary

S. No.	Date	Sale Deed No.	Khasra No.	Area	
				Acres	Hectares
3.	31/03/1997	1406	618 Min, 620 Min & 623 Min	3.31	1.340
4.	07/05/1997	1887	631 Min, 634 Min & 646 Min	6.05	2.449
5.	09/05/1997	1915	625	0.3	0.121
6.	26/03/1997	1321	627	2.97	1.202
7.	27/03/1997	1333	614	4.13	1.672
8.	13/05/1997	2109	614	1.39	0.563
9.	02/05/1997	1868	635	3.41	1.381
10.	17/05/1997	2167	635	1.71	0.692
11.	15/05/1997	2133	612	2.05	0.830
12.	15/05/1997	2145	637	3.48	1.409
13.	21/06/1997	2494	623 & 624	0.15	0.061
14.	21/06/1997	2493	631 Min	1.15	0.466
15.	07/07/1997	2846	625	0.15	0.061
16.	26/03/1997	1322	623 & 624	0.45	0.182
17.	23/05/1997	2226	637	0.87	0.352
18.	23/07/1997	3073	637	0.87	0.352
19.	23/07/1997	3070	640	0.64	0.259
20.	14/12/1998	5964	640	1	0.405
21.	14/12/1998	5965	625 & 638	3.06	1.239
22.	14/12/1998	5963	640	3.01	1.219
23.	01/12/1998	5801	640 & 626	1.29	0.522
24.	14/12/1998	5966	640 Min, 641 & 603	7.95	3.219
25.	29/10/1997	4392	701	2.47	1.000
26.	29/10/1997	4393	701	1.85	0.749
27.	31/01/1998	299	647 & 648	0.91	0.368
28.	25/06/1998	3148	629	2.96	1.198
29.	25/06/1998	3149	612	4.1	1.660
30.	26/06/1998	3160	632	2.21	0.895
31.	26/06/1998	3159	632	2.21	0.895
	27/06/1998	3164	631, 634/3 & 646	3.01	1.219



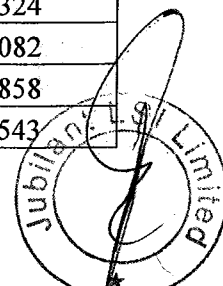
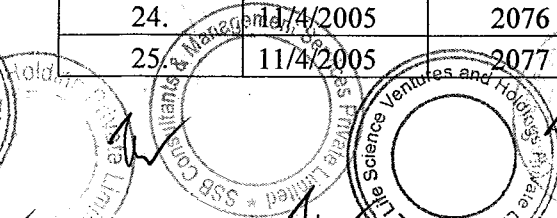
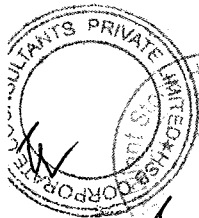
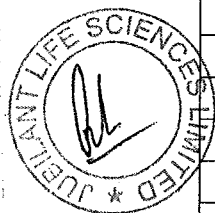
Rajiv Shah
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Company Secretary

S. No.	Date	Sale Deed No.	Khasra No.	Area	
				Acres	Hectares
33.	27/06/1998	3163	631, 634/3 & 646	3.01	1.219
34.	27/06/1998	3161	634 Min, 646 Min & 633 Min	3.19	1.291
35.	27/06/1998	3162	634 Min, 646 Min & 633 Min	3.19	1.291
36.	10/12/1998	4914	335	2.96	1.198
37.	10/12/1998	4915	335	3.08	1.247
38.	22/12/1998	5100	338	1.96	0.794
Total				95.46	38.648

together with all structures thereon.

- v. Land admeasuring 28.904 Hect. or 71.39 Acres, situated in the revenue estate of Village Rasoolpur Khader, Tehsil Dhanaura, District Amroha, Uttar Pradesh.

S. No.	Date	Sale Deed No.	Khasra No.	Area (Acres)	Area (Hectares)
1.	11/4/2005	2052	303 Min	0.42	0.170
2.	11/4/2005	2053	304	2.40	0.971
3.	11/4/2005	2054	288 Min	0.04	0.015
4.	15/06/2004	2055	297	1.81	0.733
5.	11/4/2005	2056	298	1.39	0.562
6.	11/4/2005	2058	310	1.33	0.539
7.	11/4/2005	2059	312	0.45	0.184
8.	11/4/2005	2060	312	0.45	0.184
9.	11/4/2005	2061	302 & 323	0.74	0.299
10.	11/4/2005	2062	302Min & 323	1.48	0.598
11.	11/4/2005	2063	301 & 309	0.79	0.319
12.	11/4/2005	2064	301 & 309	3.94	1.595
13.	11/4/2005	2065	313	0.89	0.360
14.	11/4/2005	2066	315	1.10	0.445
15.	11/4/2005	2067	320	1.17	0.474
16.	11/4/2005	2068	316	1.16	0.470
17.	11/4/2005	2069	306	2.61	1.057
18.	11/4/2005	2070	308	0.61	0.247
19.	11/4/2005	2071	307	0.41	0.164
20.	11/4/2005	2072	306	1.30	0.528
21.	11/4/2005	2073	296	0.45	0.182
22.	11/4/2005	2074	322	0.80	0.324
23.	11/4/2005	2075	307	0.20	0.082
24.	11/4/2005	2076	319	2.12	0.858
25.	11/4/2005	2077	318	1.34	0.543



Rajiv Shah

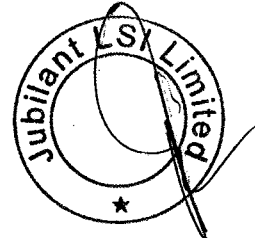
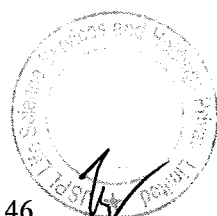
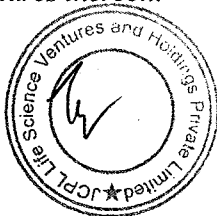
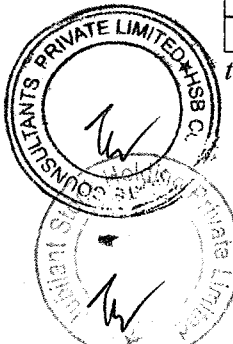
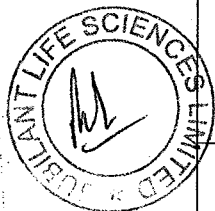
Company Secretary S. No.	Date	Sale Deed No.	Khasra No.	Area (Acres)	Area (Hectares)
26.	11/4/2005	2078	302Min & 323	2.22	0.897
27.	11/4/2005	2079	302Min & 323	1.48	0.598
28.	11/4/2005	2080	317	3.28	1.327
29.	19/12/2005	6305	321, 327M & 327M	1.07	0.435
30.	3/2/2003	583	333	1.55	0.628
31.	3/2/2003	584	332	0.32	0.131
32.	27/01/2003	512	334	2.75	1.113
33.	28/01/2003	534	336	2.93	1.186
34.	22/01/2003	471	340	3.02	1.222
35.	3/3/2003	1118	341	2.15	0.872
36.	28/01/2003	533	341	2.15	0.872
37.	28/01/2003	532	342	4.64	1.878
38.	28/01/2003	531	343	1.43	0.579
39.	31/01/2003	568	345	0.62	0.251
40.	25/01/2003	494	346	1.56	0.632
41.	6/2/2003	612	347	1.51	0.611
42.	22/05/2007	4405	324	1.19	0.482
43.	10/12/1998	4914	335	3.08	1.247
44.	10/12/1998	4915	335	3.08	1.247
45.	22/12/1998	5100	338	1.96	0.793
Total		71.39		28.904	

together with all structures thereon.

- vi. Land admeasuring 48,576 Sq. Mts. or 12 Acres or 4.856 Hectares situated in the revenue estate of Villages Sadullapur, Naipura Khadar, Sahabazpur Dor, Tehsil Hasanpur & Tehsil Dhanora,, District Amroha, Uttar Pradesh

S. No.	Villages	Ghata No.	Area in Acres
1.	Sadullapur	65B	0-14
		66	4-14
	Naipura Khader	288	0-36
		289	0-06
		56	4-31
	Total		9-01 Acres
2.	Sahbazpur Dor	617 Min.	0-20
		621 Min.	0-13
		640 Min.	1-00
		640 Min.	1-66
	Total		2.99 Acres
	Grand Total (1+2)		12 Acres

together with all structures thereon.



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- vii. Land admeasuring 5.56 Acres or 2.253 Hectares situated in the revenue-estate of Fazalpur Gosai Tehsil Dhanora, District Amroha, Uttar Pradesh

S. No.	Date	Sale Deed No.	Khasra No.	Area	
				Acres	Hectares
1	07.06.2013	6056	137 Min, 138, 140 Min, 141 & 142	2.80	1.133
2	18.10.2007	8901	137 Min, 139 Min, 140 Min & 146 Min	2.76	1.120
Total				5.56	2.253

together with all structures thereon.

(III) Gujarat

(a) Mouje Samalya, Taluka Savli, District Vadodara, Gujarat

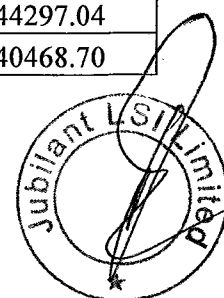
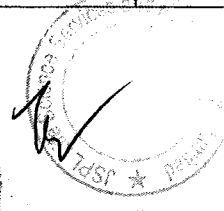
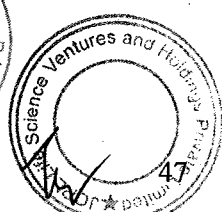
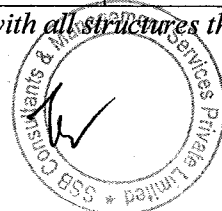
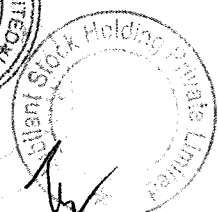
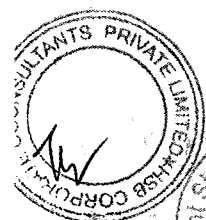
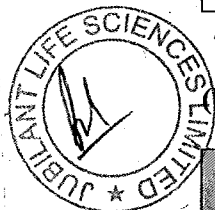
S. No.	Block Number	Area (in Sq.mtrs.)	Sale Deed No.	Date of Sale Deed
1.	124	22149	503	18/08/1994
2.	125	19,183	490	18/08/1994
3.	126	47,092	353	21/05/1994
4.	129	14508	343	03/05/1994
5.	130	3211	526	14/06/1994
6.	131	8205	344	03/05/1994
7.	132 (Part)	3798.78		03/05/1994
8.	134	16,529	491	18/08/1994
9.	135	16,054	345	21/05/1994
10.	136	14,508	355	21/05/1994
11.	137	14,551	351	21/05/1994
12.	138	12,248	422	21/05/1994
13.	139 (Part)	13166		14/06/1994
14.	141	4816	421	19/05/1994
15.	201	36388	423	19/05/1994
16.	202	2977	424	19/05/1994
17.	204	7967	417	19/05/1994
18.	206	17005	347	03/05/1994
19.	207	29,772	351	21/05/1994
20.	208	26,162	350	21/05/1994
Total		330289.78		

together with all structures thereon.

(b) Bharuch – Gujarat (Sub-Lease Hold)

S. No.	Location	Sub Lease Deed No.	Date of Deed	Plot No.	Area in Sq Meter
1.	Unit-1	1869-2/37	28-06-2010	P1-L1	79480.53
2.	Unit-2	1726-1/44	15-07-2011	P1-L15 to 16	44297.04
3.	Unit-4	533-44/75	31-03-2018	P1-L19	40468.70

together with all structures thereon.

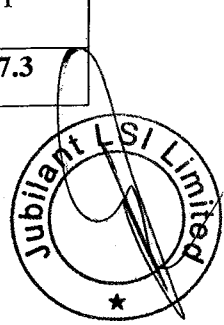
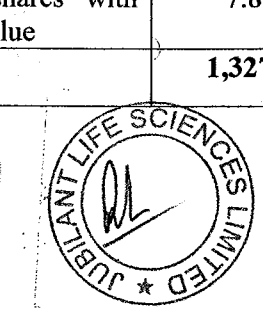
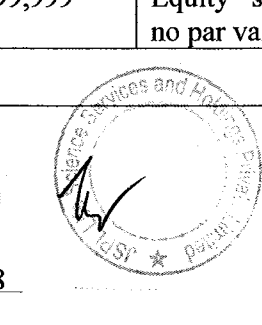
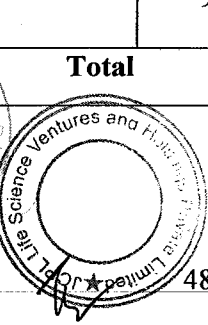
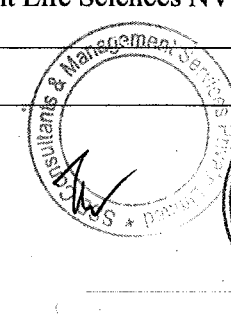
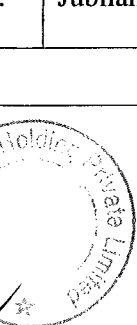
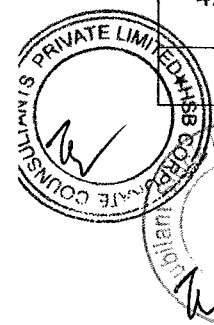


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Jubilant Life Properties

S. No.	Location	Sale Deed No.	Date of Sale Deed	Area
1.	Flat no. No. 204, 2nd Floor, Plot No.17, Ali Askar Road, Bangalore.	260/94-95	22-04-1994	Area 14,236 sq. ft.
2.	Premises bearing No.11A, Rowdon Street, Sarojini Naidu Sarni, Kolkata	Deed no. 10982	25-09-1989	Area 7 Cottahs 4 Chittacks
3.	Flat no.501, Annasalai, Mount Road Teynampet, Chennai	Sale Deed No. 6619 and 1907	05-06-1989	2346 sq. feet
4.	Flat No. 304 and 305, Plot no. 3-6-327 and 328, Bashherbagh, Hyderabad	Sale Deed No.1739/1989 and Sale Deed No. 1740/1989	Both 19-09-1989	Area 1176 Sq. Yrd.,
5.	402, Samrudhi Apartment, Ahmedabad Gujarat	Share certificate No. 24	29.04.1981	1322 Sq. Feet
6.	17/34-35 Chemical Zone, MIDC Taloja, Maharashtra	Lease Deed	31-Aug-1988	2,000 sq. meters
7.	WW 01, Rohtas Golf Link Apartments 98, Park Road, Lucknow, Uttar Pradesh,	Allotment letter dated 28.07.1997	28.07.1997	1909 Sq. Feet

2. List of Investments pertaining to the LSI Undertaking as on November 22, 2019

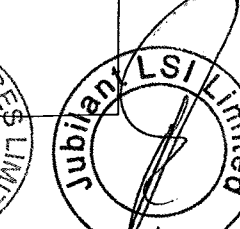
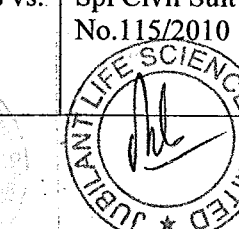
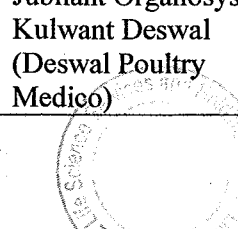
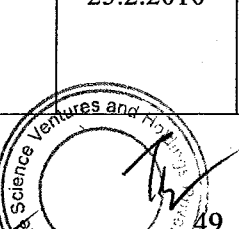
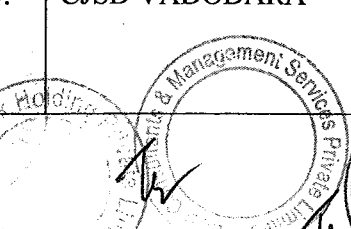
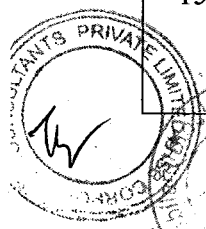
S. No.	Company Name	No. of Shares	Face Value	Amount (Rs in million)
1.	Jubilant Life Sciences (USA) Inc.	375	Equity shares with no par value	17.11
2.	Jubilant Infrastructure Limited	34,484,000	Equity shares of Rs 10 each	1,298.82
3.	Jubilant Life Sciences International Pte. Limited	437,503	Equity shares of USD 1 each	3.56
4.	Jubilant Life Sciences NV	99,999	Equity shares with no par value	7.81
Total				1,327.3



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Company Secretary

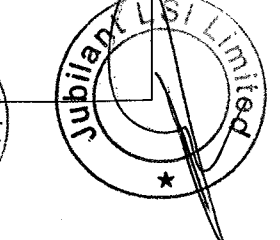
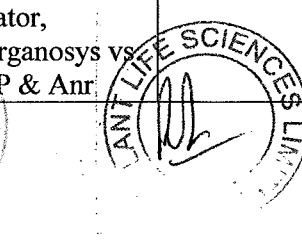
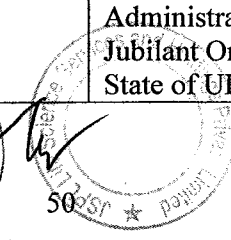
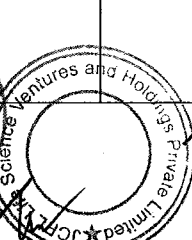
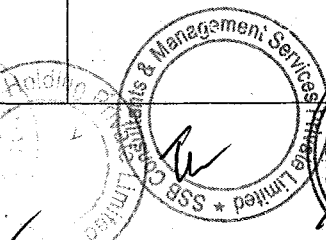
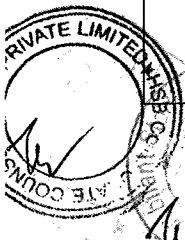
3. List of Legal Proceedings pertaining to the LSI Undertaking as on November 22, 2019

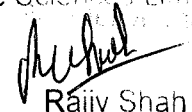
S.NO	FORUM	FILING DATE	CASE TITLE	CASE NUMBER
1.	Civil Judge, Tees Hazari Court, Delhi	04.05.2007	Engineering Trades Corporation vs. Jubilant Organosys	Civil Suit No.360/2009
2.	High Court of Judicature, Allahabad	11.10.2002	Jubilant Life Sciences Vs Zila Panchayat & Ors	WP No.44611/2002
3.	High Court of Judicature, at Allahabad	08. 2005	Jubilant Organosys Vs State of UP & Ors	WP (C) No.54529/2005
4.	High Court of Judicature at Allahabad	08. 2010	Jubilant Organosys Vs State of UP & Ors	WP No.47740/2010
5.	High Court of Judicature at Allahabad	08. 2010	Jubilant Organosys Vs State of UP & Ors	WP No.47743/2010
6.	High Court of Judicature at Allahabad	08. 2010	Jubilant Organosys Vs State of UP & Ors	WP No.48033/2010
7.	High Court of Judicature at Allahabad	09.04.2018	Jubilant Life Sciences Vs. State of U.P. & Ors	WP No.13139/2018
8.	Co Operative Court Solapur	1995	Vitthal Saha. Sakhar Karkhana Ltd. Vs. Polychem Ltd. & Jubilant Organosys	Money Suit No. 100447/95
9.	SDM, Dhanaura	05.10.09	Harswaroop Vs. Jubilant Organosys	Case Number-NA. File is of 2009
10.	SDM, Dhanaura	05.10.09	Saukat Vs. Jubilant Organosys	Case Number-NA. File is of 2009
11.	Competent Officer (Pargana Officer) Dhanaura, Distt. Amroha	23.11.2013	State vs. Jubilant Life Sciences	Case No.3/2013
12.	Competent Officer (Pargana Officer) Dhanaura, Distt. Amroha	23.11.2013	State vs. Jubilant Life Sciences	Case No.4/2013
13.	Allahabad High Court	16.12.2012	Mahipal Singh & Anr. Vs. Union of India, Jubilant Organosys & Ors	Civil Misc WP No.66855/2012
14.	National Green Tribunal, Western Bench, Pune PIL transferred from Bombay High Court	24.9.2009	Janardhan Kundalikrao Pharande vs. MOEF, Jubilant Organosys & Ors	OA No.7/2014(THC) (WZ)
15.	CJSD VADODARA	25.2.2010	Jubilant Organosys vs. Kulwant Deswal (Deswal Poultry Medico)	Spl Civil Suit No.115/2010



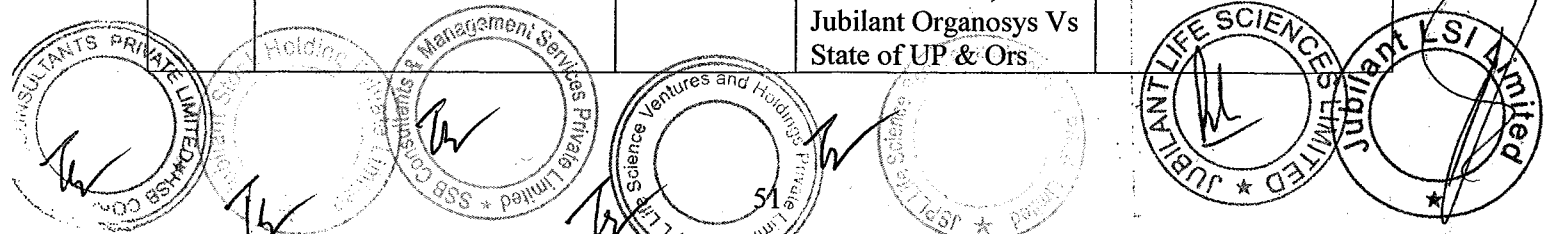
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Company Secretary


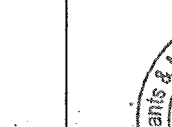

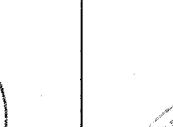
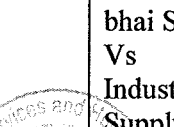


S.NO	FORUM	FILING DATE	CASE TITLE	CASE NUMBER
16.	Civil Judge (Senior Division), Asansol	24.9.2010	Jubilant Life Sciences Vs Vamshi Chemicals Ltd., & Ors	Money Suit No.101/2010
17.	Bombay High Court	16.11.2013	Jubilant Life Sciences Vs. Atulya Mafatlal.	INOT No.17/2014
18.	Bombay High Court	29.8.2013	Jubilant Life Sciences Vs. Hazel Mercantile Ltd.	Suit No.903/2013
19.	Chief Judicial Magistrate, Amroha	06.09.2002	Zila Panchayat Vs Samya Sarkar, Company Administrator, Jubilant Organosys	Case No.7614/2018 (Old No.2731/2002)
20.	Chief Judicial Magistrate, Amroha	17.08.2002	Zila Panchayat Vs Samya Sarkar, Company Administrator, Jubilant Organosys	Case No.7613/2018 (Old No.2733/2002)
21.	Chief Judicial Magistrate, Amroha	17.08.2002	Zila Panchayat Vs B.S.Bhadoria, Manager, Jubilant Organosys	Case No. 7611/2018 (Old No.2741/2002)
22.	Chief Judicial Magistrate, Amroha	17.08.2002	Zila Panchayat Vs B.S.Bhadoria, Manager, Jubilant Organosys	Case No. 7612/2018 (Old No.2742/2002)
23.	Chief Judicial Magistrate, Amroha	18.10.2002	Zila Panchayat Vs B.S.Bhadoria, Manager, Jubilant Organosys	Case No. 7615/2018 (Old No.491/2003)
24.	Allahabad High Court	30.11.2005	B.S. Bhadoria, Manager, Jubilant Organosys vs. State of UP & Anr	Crl MA No.18402/2005
25.	Allahabad High Court	30.11.2005	B.S. Bhadoria, Manager, Jubilant Organosys vs. State of UP & Anr	Crl MA No.18403/2005
26.	Allahabad High Court	30.11.2005	B.S. Bhadoria, Manager, Jubilant Organosys vs. State of UP & Anr	Crl MA No.18404/2005
27.	Allahabad High Court	30.11.2005	Samya Sarkar, Company Administrator, Jubilant Organosys vs. State of UP & Anr	Crl MA No.18405/2005
28.	Allahabad High Court	30.11.2005	Samya Sarkar, Company Administrator, Jubilant Organosys vs. State of UP & Anr	Crl MA No.18406/2005




Rajiv Shah
Company Secretary

S.NO	FORUM	FILING DATE	CASE TITLE	CASE NUMBER
29.	Chief Judicial Magistrate, JP Nagar	14.07.2010	Smt Kamlesh Devi vs. Ashok Rai, Dy Manager, Jubilant Organosys & 2 Ors	Crl Complaint No.653/9 of 2010
29A.	Allahabad High Court	23.10.2010	AAshok Rai,Dy Manager, Jubilant Life Sciences & 2 Ors vs. State of UP & Anr	Crl Misc. Appln No.35002/2010
30.	Chief Judicial Magistrate, JP Nagar	01.05.2012	Jugnu Singh Jatav vs. Vinod Trivedi & Ors.	Crl Complaint No.2097/2012
30A.	Allahabad High Court	01.2.2013	Vinod Trivedi vs. State of UP & Anr	Crl Rev No.288/2013
31.	3 Addl Cheif Judicial Magistrate, Ghaziabad	01.2.2010	Jubilant Organosys vs. Deswal Poultry Medico & Anr.	Crl Complaint No.1611/2012
32.	CJM Dera Bassi	04.12.2012	Jubilant Life Sciences vs. Ajaibir Singh & Anr	CRM No.18/2014
33.	Delhi High Court	21.2.2014	Engineering Trades Corporation vs. State(Govt of NCT, Delhi), Jubilant Organosys & Others	Crl M.C.No.1150/2014
34.	Supreme Court of India	25.7.2018	State of UP and Ors Vs Jubilant Life Sciences	SLP (C) No.19763/2018
35.	Addl Chief Judicial Magistrate(SD), JP Nagar	20.12.2014	Santosh Kumar vs. HOD Apoorva Prabhakar & Ors.	Crl Case No.195/2019 (Old No.3246/2014))
35A.	Allahabad High Court	02.5.2015	Santosh Kumar vs. State of UP & 3 Ors.	Crl. M.A.No.12167/2015
36.	JMFC, Baramati	15.5.2015	Rajendra Bhujangrao Dhumal vs. Jubilant Organosys & Ors	SCC No.529/2015
36A.	Additional District & Sessions Judge, Baramati	18.6.2016	Jubilant Industries & Jubilant Life Sciences vs. State of Maharashtra & Anr.	Crl Rev Pettn No.40/2017
37.	JMFC, Amroha	06.12.2003	State of UP vs. Ashok Kumar Rai	Complaint Case No. 3068/2004
38.	14th Civil Judge Senior Division, Pune	6.2016	Vilas Revba Dumale vs. Jubilant Life Sciences & Ors.	Spl Civil Suit No.833/2016
39.	High Court of Judicature at Allahabad	5.2008	Jubilant Organosys Vs. State of U.P & Ors	Civil Misc WP No.23789/2008
40.	High Court of Judicature at Allahabad	2008	R.S. Jhala, Sr. Manager Administration, Jubilant Organosys Vs State of UP & Ors	Civil Misc WP No. 25219/2008



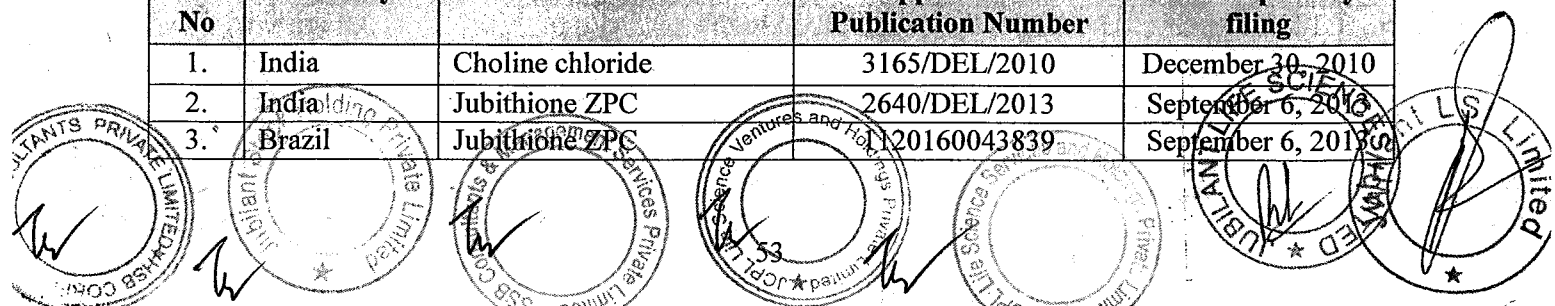
					<p>bhai Solanki & Others Vs Industrial Manpower Supply & Agency</p>		
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Rajiv Shah
Company Secretary

4. List of Intellectual Property pertaining to the LSI Undertaking as on November 22, 2019

4A. LIST OF ACTIVE GRANTED PATENTS FOR LSI BUSINESS					
S. No	Country	Product Name	Granted Number	Date of priority filing	Date of Grant
1.	India	3-Cyanopyridine	IN232489	September 7, 2001	March 17, 2009
2.	India	3-Cyanopyridine	IN263278	September 7, 2001	October 17, 2014
3.	India	3-Cyanopyridine	IN220678	December 4, 2001	June 2, 2008
4.	India	3-Cyanopyridine	IN243292	December 4, 2001	Oct 4, 2010
5.	India	Lutidine, Collidine	IN222262	Aug 05, 2002	Aug 4, 2008
6.	India	Pyridine	IN265115	September 12, 2006	Feb 13, 2015
7.	China	Pyridine	CN101511788	September 12, 2006	July 18, 2012
8.	USA	Pyridine	US 8,057,643B1	September 12, 2006	Nov 15, 2011
9.	Taiwan	Pyridine	TW370119	September 12, 2006	Aug 11, 2012
10.	USA	Niacin	US 8,575,350 B1	Sept 13, 2010	Nov 05, 2013
11.	China	Niacin	CN102399183B	Sept 13, 2010	May 04, 2016
12.	Europe	Niacin	EP2428505B1	Sept 13, 2010	Aug 10, 2016
13.	Switzerland	Niacin	EP2428505B1	Sept 13, 2010	Aug 10, 2016
14.	India	Niacin	IN289598	Sept 13, 2010	Nov 15, 2017
15.	USA	Niacinamide	US 8,952,170 B1	Apr 18, 2011	Feb 10, 2015
16.	Belgium	Niacinamide	EP2699548B1	Apr 18, 2011	Feb 08, 2017
17.	Switzerland	Niacinamide	EP2699548B1	Apr 18, 2011	Feb 08, 2017
18.	China	Niacinamide	CN103649052B	Apr 18, 2011	Mar 29, 2017
19.	India	Niacinamide	IN304359	Apr 18, 2011	Dec 12, 2018
20.	India	4-DMAP	IN 292313	Mar 31, 2010	January 30, 2018
21.	USA	Jubithione ZPC	US 9,968,537 B2	Sept 06, 2013	May 15, 2018
22.	Singapore	Jubithione ZPC	SG11201601590R	Sept 06, 2013	March 19, 2019
23.	Europe	Jubithione ZPZ	EP3160228B1	Nov 07, 2016	October 31, 2018
24.	Germany	Jubithione ZPZ	EP3160228B1	Nov 07, 2016	October 31, 2018
25.	France	Jubithione ZPZ	EP3160228B1	Nov 07, 2016	October 31, 2018
26.	UK	Jubithione ZPZ	EP3160228B1	Nov 07, 2016	October 31, 2018
27.	USA	Jubithione ZPZ	US 10,314,312	Nov 07, 2016	June 11, 2019
28.	India	Jubithione ZPZ	IN311236	June 27, 2014	April 15, 2019

4B. LIST OF ACTIVE PENDING PATENT APPLICATIONS				
S. No	Country	Product Name	Application / Publication Number	Date of priority filing
1.	India	Choline chloride	3165/DEL/2010	December 30, 2010
2.	India	Jubithione ZPC	2640/DEL/2013	September 6, 2013
3.	Brazil	Jubithione ZPC	120160043839	September 6, 2013



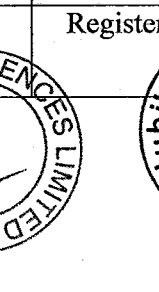
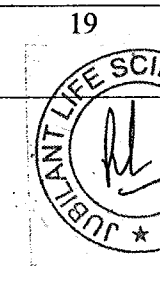
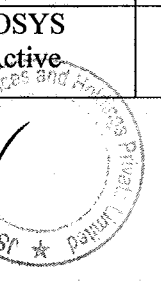
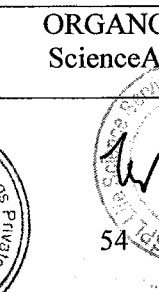
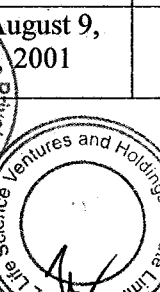
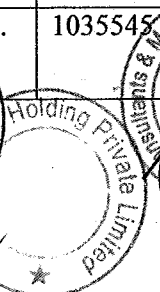
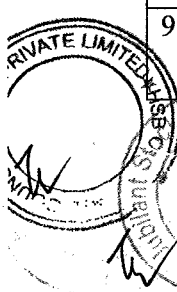
Rajiv Shah
Rajiv Shah
Company Secretary

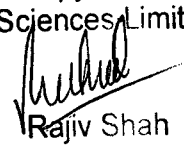
4B: LIST OF ACTIVE PENDING PATENT APPLICATIONS

S. No	Country	Product Name	Application / Publication Number	Date of priority filing
4.	China	Jubithione ZPC	201480049289	September 6, 2013
5.	Japan	Jubithione ZPC	2016539688	September 6, 2013
6.	Malaysia	Jubithione ZPC	PI2016000409	September 6, 2013
7.	Thailand	Jubithione ZPC	1601001199	September 6, 2013
8.	Indonesia	Jubithione ZPC	P00201601932	September 6, 2013
9.	Europe	Jubithione ZPC	14786728.7	September 6, 2013
10.	South Korea	Jubithione ZPC	1020167009012	September 6, 2013
11.	India	(R)-3-Aminopiperidine	3330/DEL/2013	November 12, 2013
12.	China	Jubithione ZPZ	2014800800804	June 27, 2014
13.	Singapore	Jubithione ZPZ	11201610404W	June 27, 2014
14.	Malaysia	Jubithione ZPZ	PI 2016704787	June 27, 2014
15.	Brazil	Jubithione ZPZ	1120160303660	June 27, 2014
16.	India	Cetylpyridinium chloride	3661/DEL/2014	December 12, 2014
17.	India	2,3- Dichloropyridine	2982/DEL/2015	September 21, 2015
18.	India	Jubiquat CLC	201917020210	November 7, 2016
19.	USA	Jubiquat CLC	16/347794	November 7, 2016
20.	Europe	Jubiquat CLC	17808164.2	November 7, 2016
21.	China	Jubiquat CLC	201780068472	November 7, 2016
22.	Thailand	Jubiquat CLC	1901002762	November 7, 2016
23.	Brazil	Jubiquat CLC	112019009132	November 7, 2016
24.	Japan	Jubiquat CLC	2019523731	November 7, 2016
25.	India	Niacinamide	201911003210	January 25, 2019

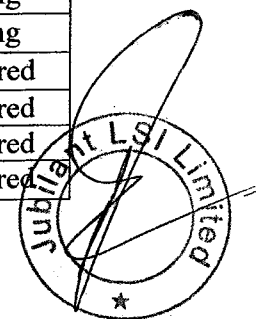
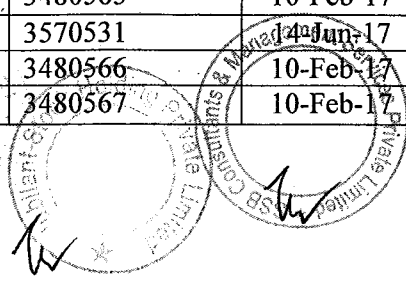
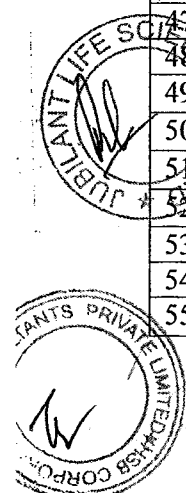
4C: LIST OF TRADEMARKS

S. No	Application No.	Filing Date	Trademark	Class	Status of the Mark
1.	3280190	June 8, 2016	Jubilant with Logo (device mark)	1, 3, 5, 16, 31, 35, 41, 42	Pending
2.	1035538	August 9, 2001	ORGANOSYS ScienceActive	1	Registered
3.	1035539	August 9, 2001	ORGANOSYS ScienceActive	2	Registered
4.	1035540	August 9, 2001	ORGANOSYS ScienceActive	3	Registered
5.	1035541	August 9, 2001	ORGANOSYS ScienceActive	4	Registered
6.	1035542	August 9, 2001	ORGANOSYS ScienceActive	5	Registered
7.	1035543	August 9, 2001	ORGANOSYS ScienceActive	16	Registered
8.	1035544	August 9, 2001	ORGANOSYS ScienceActive	17	Registered
9.	1035545	August 9, 2001	ORGANOSYS ScienceActive	19	Registered



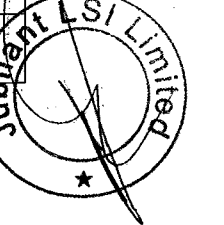
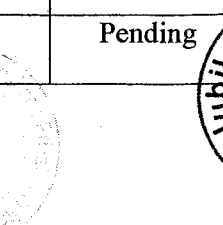
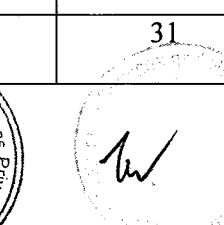
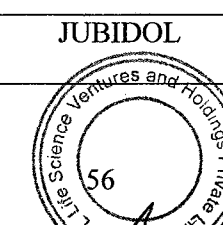
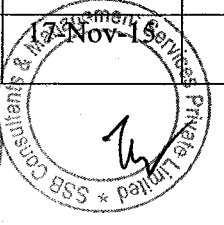
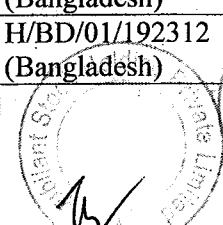
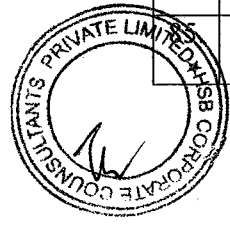
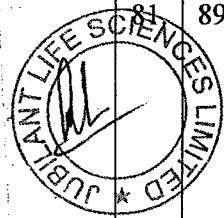

Rajiv Shah
Company Secretary

4C. LIST OF TRADEMARKS					
S. No	Application No.	Filing Date	Trademark	Class	Status of the Mark
10.	1035546	August 9, 2001	ORGANOSYS ScienceActive	31	Registered
11.	3181693	09-Feb-16	NAVYUG	1	Registered
12.	2816287	22-Sep-14	JUBITHIONE	1 & 3	Registered
13.	3068234	30-Sep-15	JUBIQUAT	1 & 3	Registered
14.	3980756	23-Oct-18	JUBIGUARD	1	Registered
15.	3980757	23-Oct-18	JUBIGUARD	3	Registered
16.	1817495	13-May-09	ACIFEED M DRY	31	Registered
17.	1817496	13-May-09	ACIFEED M LIQUID	31	Registered
18.	2192717	19-Aug-11	CLOSTRORIP	31	Registered
19.	2192718	19-Aug-11	SALRIP	31	Registered
20.	2192719	19-Aug-11	MOULDRIP	31	Registered
21.	2265852	17-Feb-12	JUBICAS	5	Registered
22.	2497588	18-Mar-13	JUBIACE	5	Registered
23.	2544496	06-Jun-13	JUBICAD	5	Registered
24.	2902627	13-Feb-15	BROTOX	31	Registered
25.	2910007	23-Feb-15	SUPERCHOL	31	Registered
26.	1684806	07-May-08	BYFAP	31	Registered
27.	1793475	06-Mar-09	ENCROMIX	31	Registered
28.	2089627	25-Jan-11	GLYMIN	31	Registered
29.	2593911	10-Sep-13	JUBIDOL	31	Registered
30.	2902629	13-Feb-15	JUBIMIN	31	Registered
31.	2893606	29-Jan-15	JUBICHOL	31	Registered
32.	2782096	28-Jul-14	JUBIZYM	31	Registered
33.	1684805	07-May-08	HIZYME	31	Registered
34.	1684405	06-May-08	NUTRA PLUS	31	Registered
35.	1684804	07-May-08	OPTILAC	31	Registered
36.	2100089	15-Feb-11	OSMOBETAINE	31	Registered
37.	2100088	15-Feb-11	OSMOLYTE	31	Registered
38.	1684807	07-May-08	PREVACID	31	Registered
39.	1684808	07-May-08	NIACON 10	31	Registered
40.	2902628	04-Dec-14	HEPAFIX	31	Registered
41.	2089629	04-Dec-14	HI-PRO-MIN	31	Pending
42.	2857169	04-Dec-14	JUBICID	31	Registered
43.	2813387	19-Sep-14	BUTYMAX	31	Registered
44.	2857170	04-Dec-14	BROLAY	31	Registered
45.	2089628	25-Jan-11	AMINO MIN	31	Registered
46.	2967351	19-May-15	ANICHOL	31	Registered
47.	2559401	04-Jul-13	TOXICOP	5	Registered
48.	2996464	26-Jun-15	MAXDOL	31	Registered
49.	3465176	24-Jan-17	JUBIBIO	5	Registered
50.	3465177	24-Jan-17	FEEDBIND	5	Pending
51.	3465178	24-Jan-17	MICROSHELL	5	Pending
52.	3480565	10-Feb-17	TECHNOVIEW	41	Registered
53.	3570531	10-Feb-17	AFLASIL	31	Registered
54.	3480566	10-Feb-17	ANPOL	3	Registered
55.	3480567	10-Feb-17	JUBIMETH	5	Registered



4C. LIST OF TRADEMARKS

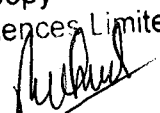
S. No	Application No.	Filing Date	Trademark	Class	Status of the Mark
56.	3517540	30-Mar-17	OPRECHOL	41	Registered
57.	3517539	30-Mar-17	JUBILYS	5	Registered
58.	3547829	12-May-17	PROMOCIN	1	Registered
59.	3547830	12-May-17	PROMOCIN	31	Registered
60.	3535986	28-Apr-17	XYLAMAX	31	Registered
61.	3631962	11-Sep-17	JUCCA	1	Registered
62.	3724435	11-Jan-18	ANICHOL	1	Registered
63.	3724436	11-Jan-18	ANICHOL	5	Pending
64.	3724437	11-Jan-18	BUTYMAX	5	Pending
65.	3724438	11-Jan-18	HIPROMIN	1	Pending
66.	3740920	31-Jan-18	BUTYMAX	1	Registered
67.	3740921	31-Jan-18	HI-PRO-MIN	1	Registered
68.	3740922	31-Jan-18	TOXICOP	1	Registered
69.	3740923	31-Jan-18	ENCROMIX	1	Registered
70.	3740925	31-Jan-18	JUBIZYM	1	Registered
71.	3740924	31-Jan-18	OSMOBETAINE	1	Registered
72.	4033038	December 20, 2018	TOXICOP	31	Registered
73.	4033037	December 20, 2018	ENCROMIX	5	Registered
74.	4033040	December 20, 2018	JUBIZYM	5	Registered
75.	4033039	December 20, 2018	OSMOBETAINE	5	Registered
76.	3752525	February 13, 2018	JUBCEE	1	Registered
77.	3752526	February 13, 2018	JUBCEE	5	Registered
78.	3752527	February 13, 2018	JUBCEE	31	Registered
79.	3181693	09-Feb-16	NAVYUG	1	Registered
80.	1793475	March 6, 2009	EnCroMix	31	Registered
81.	892430	17-Dec-09	 BOLLING WATER RESISTANT	1 Certified True Copy For Jubilant Life Sciences Limited	Registered Rajiv Shah Company Secretary
82.	1886674	19-Nov-09	 Optimum Required Choice	44	Registered
83.	1214918	16-Jul-03	HEXON	5	Registered
84.	H/BD/01/192311 (Bangladesh)	17-Nov-15	ENCROMIX	31	Pending
85.	H/BD/01/192312 (Bangladesh)	17-Nov-15	JUBIDOL	31	Pending



4C. LIST OF TRADEMARKS					
S. No	Application No.	Filing Date	Trademark	Class	Status of the Mark
86.	170102279 (Thailand)	January 23, 2017	MAXDOL	31	Registered
87.	180102119 (Thailand)	January 22, 2018	JUBIDOL	5	Registered
88.	213669 (Bangladesh)	August 13, 2017	BUTYMAX	31	Pending
89.	4-2015-013392 (Philippines)	23-Nov-15	JUBIDOL	31	Pending

5. List of Subsidiaries pertaining to the LSI Undertaking as on November 22, 2019

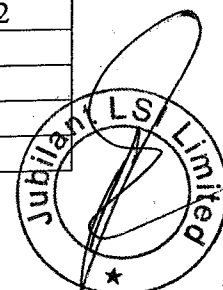
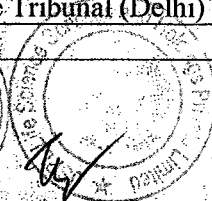
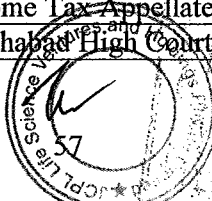
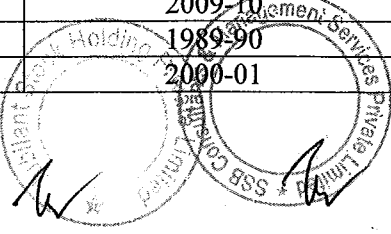
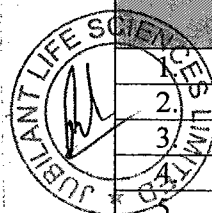
S. No.	Name and Address of the Subsidiary
1.	Jubilant Infrastructure Limited 1A, Sector-16A, Noida-201301, U.P.
2.	Jubilant Life Sciences (USA) Inc. 790 Township Line Road Suite 120 Yardley, PA 19067, USA
3.	Jubilant Life Sciences International Pte. Limited 9 Raffles Place, #27-00 Republic Plaza, Singapore 048619
4.	Jubilant Life Sciences (Shanghai) Limited Room No: 401-A, No. 169, Tiagu Road, Wai Gao Qiao Free Trade Zone, Shanghai-2001317, China
5.	Jubilant Life Sciences NV AXXES BUSINESS PARK, Guldensporenpark 22 - Blok C, B - 9820 Merelbeke, Belgium

Certified True Copy
For Jubilant Life Sciences Limited

Rajiv Shah
Company Secretary

6. List of Contingent Liabilities pertaining to the LSI Undertaking as on November 22, 2019

(a) List of Income Tax cases pertaining to LSI undertaking as on November 22, 2019

S. No.	Assessment Year	Forum where proceedings pending	Contingent Liability (in Rs. / Lakhs)
1.	2015-16	Commissioner of Income Tax (Appeals)	1,752
2.	2014-15	Commissioner of Income Tax (Appeals)	6,537
3.	2013-14	Commissioner of Income Tax (Appeals)	1,995
4.	2012-13	Income Tax Appellate Tribunal (Delhi)	1,129
5.	2011-12	Income Tax Appellate Tribunal (Delhi)	1,372
6.	2010-11	Income Tax Appellate Tribunal (Delhi)	418
7.	2009-10	Income Tax Appellate Tribunal (Delhi)	722
8.	1989-90	Income Tax Appellate Tribunal (Delhi)	45
9.	2000-01	Allahabad High Court	72

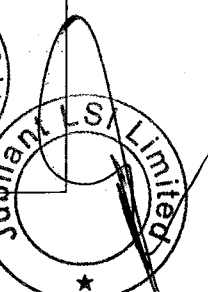
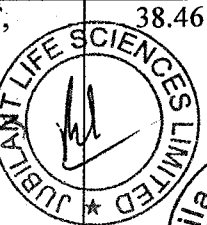
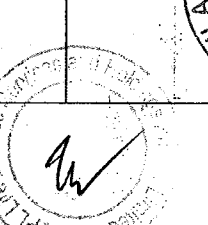
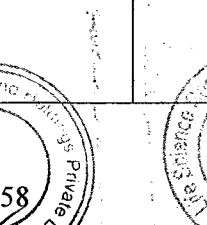
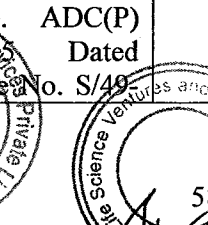
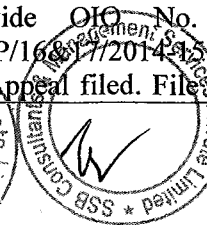
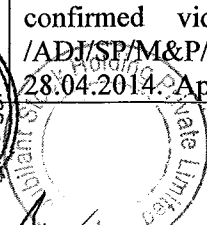
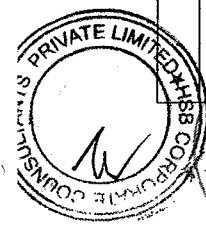


Rajiv Shah
Rajiv Shah
Company Secretary

S. No.	Assessment Year	Forum where proceedings pending	Contingent Liability (in Rs. / Lakhs)
10.	2001-02	Allahabad High Court	52
11.	2002-03	Allahabad High Court	48
12.	2004-05	Allahabad High Court	254
13.	2005-06	Allahabad High Court	238
14.	2006-07	Allahabad High Court	67
15.	2007-08	Allahabad High Court	780
16.	2008-09	Allahabad High Court	1,049
Total			16,530

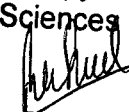
(b) List of Indirect Tax cases pertaining to LSI undertaking as on November 22, 2019

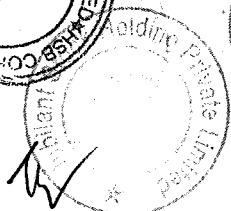
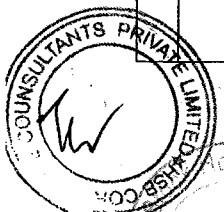
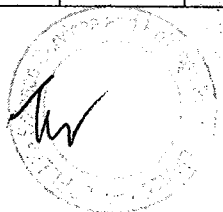
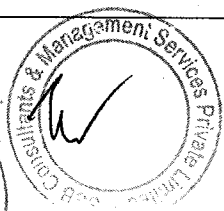
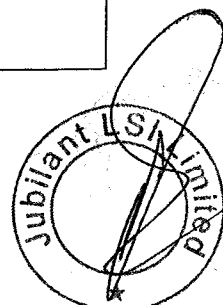
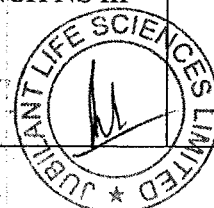
DETAIL OF PENDING CASES OF CUSTOMS					
S. No.	Number & Date of the Order appealed against and Show Cause Notice No.	Nature of Dispute	Period	Appellate Authority	Contingent liability including interest and penalties (in Rs. / Lakhs)
1.	SCN No. C. No. VIII/12/ACU/Gr. VII/Advance/Bond/2116/2/4 dated 02/04/2009 (Advance License No. 0510187530 dated 26/07/2006). Reply filed. No hearing fixed. Reminder letter given on 27.11.2016, 27.03.2017 and 13.12.2017. Reminder again submitted on 01.03.2019. Order Awaited. File not traceable with department.	Proof of export not furnished initially	2006-07	Deputy Commissioner, Customs, New Delhi	0.00
2.	SCN No. F. No. VIII/12/ACE/Gr-VII/EPCG/Regn./BOND/383/2002/15049 dt. 02/12/10 (Lic 0530133488 dt. 01.11.2002). Reply filed. Reminder letter filed on 16.11.2016, 27.03.2017 and 11.12.2017. Reminder letter again filed on 01.03.2019	Proof of export not furnished initially	2002-2004	ADC, ACE, Delhi	0.00
3.	SCN No. F.NO. VIII/12/ACE/Gr-VII/EPCG/Regn./BOND/347/2002/15682 dt. 18/12/10 (Lic No. 0530133327 dated 19.09.2002). Reply filed. Reminder letter given on 16.11.2016, 28.03.2017 and 11.12.2017. Reminder letter again filed on 01.03.2019.	Proof of export not furnished initially	2002-2003	ADC, ACE, Delhi	0.00
4.	SCN No. F. No. Cus/M&P/Alb/PNP/SCN-Jubilant (F-147)/2013/1183/Mumbai dated 26/11/2013. Reply filed. Demand confirmed vide OIO No. ADC(P)/ADJ/SP/M&P/1688/7/2014-15 Dated 28.04.2014. Appeal filed. File No. S/49-	Short duty paid on import of coal	2013-14	CESTAT, Mumbai	38.46



DETAIL OF PENDING CASES OF CUSTOMS

S. No.	Number & Date of the Order appealed against and Show Cause Notice No.	Nature of Dispute	Period	Appellate Authority	Contingent liability including interest and penalties (in Rs. / Lakhs)
	427. Hearing with Commissioner (Appeals) attended on 12.12.2014. Hearing again attended on 14.12.2017. Order in Original upheld vide OIA No. MUM-CUSTM-PREV-APP-195 & 196/18-19 Dated 27.06.2018 issued on 24.07.2018 received on 31.07.2018. Appeal filed with CESTAT on 29.10.2018. Hearing awaited.				
5.	SCN No. F. No. Cus/M&P/AIb/PNP/Jubilant/2013/766 dated 03/09/2013 (Differential Duty). Demand confirmed vide OIO No. ADC(P) /ADJ/SP/M&P/16&17/2014-15 Dated 28.04.2014. Appeal filed, File No. S/49-428. Hearing with Commissioner (Appeals) attended on 12.12.2014. Hearing again attended on 14.12.2017. Order in Original Upheld vide OIA No. MUM-CUSTM-PREV-APP-195 & 196/18-19 Dated 27.06.2018 issued on 24.07.2018 received on 31.07.2018. Appeal filed on 29.10.2018. Hearing awaited.	Short duty paid on import of coal	2012-2013	CESTAT, Mumbai	81.92
6.	Drawback claim rejected as payment not made from FCA account of the SEZ unit No 1. Order in Original No. 01/2012-13/DBK. OIA No. VAD-EXCUS-002-APP-296-2013-14 Dated 19.08.2013. - SEZ Bharuch Unit No 1. Early hearing letter given on 29.12.2017. Hearing fixed on 02.08.2018, Adjournment taken. Next date awaited. Hearing attended on 11.10.2019	Drawback claim rejected as payment not received in Foreign currency	2010	Principal Commissioner (RA), Mumbai	0.00
7.	SCN No. S/6-Gen-1281/2008/Bond JNCH Dated 07.02.2017 received on 14.02.2017. We have asked export team to deposit the amount. However, file not traceable with department.	Demand of duty on warehoused goods after stipulation period of 90 days.	2006-07	Assistant Commissioner, JNCH NS III	0.12

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For Jubilant Life Sciences Limited

Rajiv Shah
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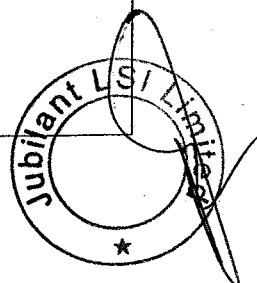


DETAIL OF PENDING CASES OF CUSTOMS					
S. No.	Number & Date of the Order appealed against and Show Cause Notice No.	Nature of Dispute	Period	Appellate Authority	Contingent liability including interest and penalties (in Rs. / Lakhs)
8.	Show Cause Notice No. 465 dated 15.03.2019 received on 26.03.2019. Reply dated 12.04.2019 filed on dated 24.04.2019. Hearing awaited.	Demand of Drawback, where evidence of realization of export proceeds is not available	October 16 to June 17	Assistant Commissioner, BRC Cell, ICD -Loni	49.27
				TOTAL	169.77

DETAILS OF PENDING CASES OF SERVICE TAX					
S. No.	Number & date of the Order appealed against and Show Cause Notice No.	Nature of Dispute	Period	Appellate Authority	Contingent liability including interest and penalty (in Rs. / Lakhs)
1.	SCN No. S.Tax/Div-VI/R/Jubilant-2/48/2017-18 dated 31.10.2017. Reply filed on 28.12.2017. Refund granted for Rs.6.12 Lakh vide OIO No. DIV-VII/BRH/002/R/18-19 Dated 12.04.2018. Appeal filed on 31.05.2018 for balance amount of Rs. 1.54 Lakh. Hearing attended on 31.08.2018 at Surat. Commissioner (Appeals) remanded back the case to Adjudicating Authority vide OIA No. VAD-EXCUS-002-APP-355-2018-19 Dated 14.09.2018. Order awaited. Hearing fixed on 18.07.2019. Hearing attended, order awaited.	Refund of Service Tax - SEZ	July 16 to September 2016	Assistant Commissioner, Division VII, Bharuch	1.54

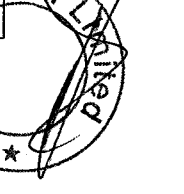
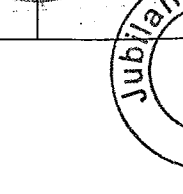
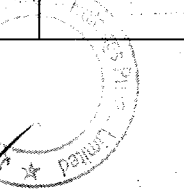
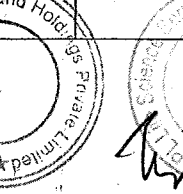
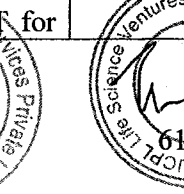
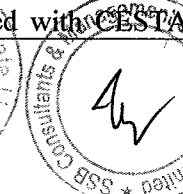
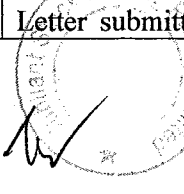
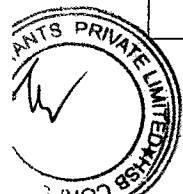
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For Jubilant Life Sciences Limited

Rajiv Shah
Rajiv Shah
Company Secretary



DETAILS OF PENDING CASES OF SERVICE TAX					
S. No.	Number & date of the Order appealed against and Show Cause Notice No.	Nature of Dispute	Period	Appellate Authority	Contingent liability including interest and penalty (in Rs. / Lakhs)
2.	Assistant Commissioner, CGST, Baramati has issued the SCN vide File No. V(29) 15-72/Adj/ADC/15-16/Pt-II/988 dated 21.08.2018. Reply filed on 28.12.2018. Hearing fixed on 12/13/14th February 2019. Hearing attended on 13.02.2019, order awaited.	Service Tax demanded on Insurance amount recovered from Customers	January 16 to June 2017	Assistant Commissioner, Baramati, Pune III	12.54
		Total			14.08

DETAILS OF ALL PENDING CASES OF CENTRAL EXCISE					
S. No.	Number & date of the Order appealed against and Show Cause notice	Nature of Dispute	Period	Appellate Authority	Contingent liability include penalty, interest etc. (in Rs. Lakhs)
1.	Refund rejected vide OIO 62/CEX/2009 Dated 16.07.2010, File No. IV (10) RC-204/ PIX/ 09-10/649. Appeal filed – Refund rejected vide OIA No. P/III/VM/341/2010 dt 08.12.2010, Appeal No. E/615/11 filed with CESTAT. Appeal dismissed vide Order No. A/88450/16/SMB dated 09.03.2016 received on 22.07.2016. Appeal (CEXA 14/17) filed in High court of Mumbai. Case listed for hearing on 12.03.2018 but could not be heard due to paucity of time. Next date awaited. Now listed on 02.04.2018. Matter part heard, now listed for 16.04.2018. Hon'ble court set aside the order issued by CESTAT on 16 th April 2018 and remanded back to CESTAT for reasons mentioned in the order. Letter submitted with CESTAT for	Refund of excess debited cenvat under rule 6 of the Cenvat Rules in NIRA	Apr 2009 - Sept 2009	CESTAT, Mumbai	<p>Certified True Copy For Jubilant Life Sciences Limited</p> <p><i>Rajiv Shah</i> Rajiv Shah Company Secretary</p>

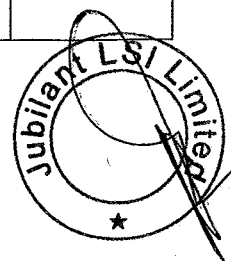
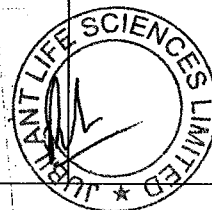


DETAILS OF ALL PENDING CASES OF CENTRAL EXCISE

S. No	Number & date of the Order appealed against and Show Cause notice	Nature of Dispute	Period	Appellate Authority	Contingent liability include penalty, interest etc. (in Rs. Lakhs)
	listing on 29.03.2019. Personal Hearing fixed on 25.04.2019. Case listed for final hearing on 23.09.2019. Matter adjourned and now listed for 04.11.2019. Next date awaited.				
2.	SCN No. IV(Hq) Prev/C-II/5/67/2010/874 dt 08.09.2010, Reply filed, OIO No. 47/CE/CHD-II/2011 Dated 25.07.2011 demanding duty. Appeal No. E-2484/2011 with CESTAT. Final Order No. A/57424-57425/2013/EX [DB] Dated 30.08.2013. CA No. 8117-8118 of 2014 & CA No. 8119-8120 of 2014. Appeal admitted. Writ Petition No CWP 3649 of 2016 filed by the company in the Punjab and Haryana High court on account detention of goods of CADCHEM demanding additional disputed interest dismissed as withdrawn vide order dt 23 2 2016 with recourse to the petitioner to the remedies available to it in accordance with the law. Additional Interest has been paid on 29/03/2016 under protest. Department issued a letter dated 17/03/2016 demanding duty which was paid through CENVAT amounting to Rs.59.65 lakh pertaining to period Apr11 to May 13. Appeal has been filed against this letter. However, we have filed a response letter along with the original documents of appeal by post.	Duty demand on Niacin Feed Pre-Mix (CADCHEM)	Aug 2009 to July 2010	Supreme Court	79.16

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For Jubilant Life Sciences Limited

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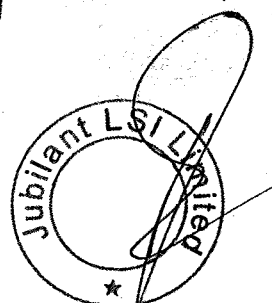
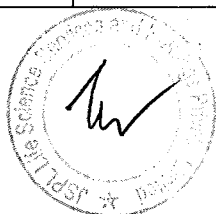
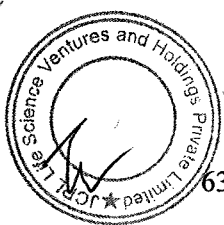
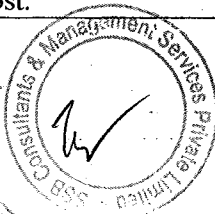
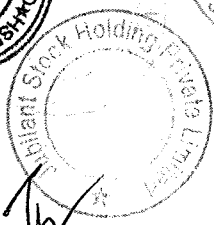
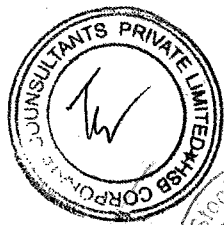
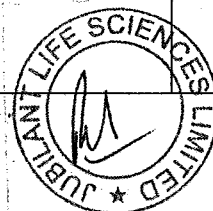


DETAILS OF ALL PENDING CASES OF CENTRAL EXCISE

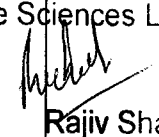
S. No.	Number & date of the Order appealed against and Show Cause notice	Nature of Dispute	Period	Appellate Authority	Contingent liability include penalty, interest etc. (in Rs. Lakhs)
3.	SCN No. V(29&33)15/CE/57Commr.Adj./CHD-II/2011/3008 dated 27/07/2011. OIO No. 68/CE/CHD-II/2011 Dated 30.09.2011 demanding duty. Appeal No. E-23/2012 with CESTAT. Final Order No. A/57424-57425/2013/EX [DB] Dated 30.08.2013. CA No. 8117-8118 of 2014 & CA No. 8119-8120 of 2014. Appeal admitted in Supreme Court. Writ Petition No CWP 3649 of 2016 filed by the company in the Punjab and Haryana High court on account detention of goods of CADCHEM demanding additional disputed interest dismissed as withdrawn vide order dt 23 2 2016 with recourse to the petitioner to the remedies available to it in accordance with the law. Additional Interest has been paid on 29/03/2016 under protest.	Duty demand on Niacin Feed Pre-Mix (CADCHEM)	Aug 2010 to March 2011	Supreme Court	70.97
4.	Excise Department issued a letter vide C. No. IV (16) TRC / Cadchem/ DB/ 09/ 2014/ 2078 Dated 17/03/2016 & CADCHEM letter dt 17th March 2016 demanding duty which was paid through CENVAT amounting to Rs. 59.65 lakh pertaining to period Apr 11 to May 13. Appeal has been filed against this letter. Appeal returned stating that excise department letter is not a speaking order. However, we have filed a response letter along with the original documents of appeal by post.	Cenvat proposed to be disallowed by inputs used for Niacin	Aug 2009 to March 2011	Commissioner (Appeals) Chandigarh-II	0.00

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For Jubilant Life Sciences Limited**

Rajiv Shah
**Rajiv Shah
Company Secretary**



DETAILS OF ALL PENDING CASES OF CENTRAL EXCISE

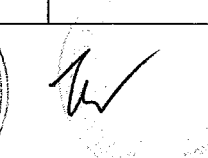
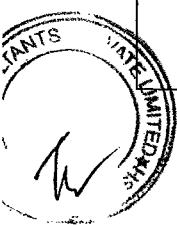
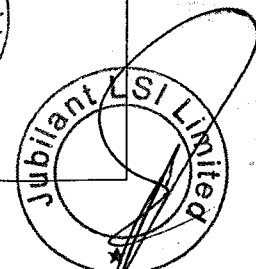
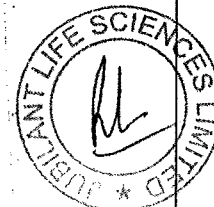
S. No.	Number & date of the Order appealed against and Show Cause notice	Nature of Dispute	Period	Appellate Authority	Contingent liability include penalty, interest etc. (in Rs. Lakhs)
5.	SCN No. v(23) 15 /CE/47/Commr. Adj/CHD-II/2012/2519 Dated 13.08.2012 for Rs.65.15 Lakh, V(29)ADC/P&V/DB/43/C-II/12/392 dated 23/04/2012 for Rs.44.12 Lakh, V(29) Cad Chem/Adj/DB/169/C-II/13/2224 Dated 15.07.2013 for Rs.44.74 Lakh, Total Rs.154.01 Lakh. OIO No. 61-63/CE/CHD-II/2013 DT 06.09.2013. Appeal No. E/60495/2013 EX [DB]. Stay Granted on 25.08.2014. Extension of stay application filed on 24.08.2015. hearing on 09.08.2016. Hearing adjourned for 27.12.2016. Matter again adjourned and to be listed after notice, when 2013 appeals are taken up for hearing.	Duty demand on Niacin Feed Pre-Mix (CADCHEM)	April 2011 to May 2013	CESTAT Chandigarh	423.96
6.	OIO No. R-91/CEX/09-10 dated 14.09.2010, Reply filed, OIA No. PIII/RS/93-95/2011 dated 25.05.11 passed by CCE(A), Pune. Appeal No. E/1354/2011 R/C Ex/01/2011 filed with CESTAT, hearing awaited. Early hearing letter given on 29.12.2017. Hearing scheduled for 30.04.2019 adjourned to 31.05.2019. Bench not available on 31.05.2019. Hearing fixed on 05.07.2019. Hearing adjourned for 14.08.2019. Hearing again adjourned for 03.10.2019. Matter adjourned and will be taken after Divisional Bench outcome in the similar matter.	Appeal against OIA allowing Dept Appeal. Eligibility of Rule 5 refund for exports to SEZ.	Jul 09 to Sep 09	CESTAT, Mumbai Certified True Copy For Jubilant Life Sciences Limited  Rajiv Shah Company Secretary	0.00

DETAILS OF ALL PENDING CASES OF CENTRAL EXCISE

S. No.	Number & date of the Order appealed against and Show Cause notice	Nature of Dispute	Period	Appellate Authority	Contingent liability include penalty, interest etc. (in Rs. Lakhs)
7.	OIO No. R-59/10-11 dt 31.03.2011, Appeal filed, OIA no. PIII/RS/93-95/2011 Dated 25.05.2011, Appeal No. E/1355/2011 - MUM filed with CESTAT Mumbai, hearing awaited. Early hearing letter given on 29.12.2017. Hearing scheduled for 30.04.2019 adjourned to 31.05.2019. Bench not available on 31.05.2019. Hearing fixed on 05.07.2019. Hearing adjourned for 14.08.2019. Hearing again adjourned for 03.10.2019. Matter adjourned and will be taken after Divisional Bench outcome in the similar matter.	Appeal against OIA allowing Dept Appeal. Eligibility of Rule 5 refund for exports to SEZ.	Oct 09 to Dec 09	CESTAT, Mumbai	0
8.	OIO No. R-134/10-11 dt 29.12.2010, Appeal filed, OIA no. PIII/RS/93-95/2011 Dated 25.05.2011, Appeal No. E/1356/2011 - MUM filed with CESTAT Mumbai, hearing awaited. Early hearing letter given on 29.12.2017. Hearing scheduled for 30.04.2019 adjourned to 31.05.2019. Bench not available on 31.05.2019. Hearing fixed on 05.07.2019. Hearing adjourned for 14.08.2019. Hearing again adjourned for 03.10.2019. Matter adjourned and will be taken after Divisional Bench outcome in the similar matter.	Appeal against OIA allowing Dept Appeal. Eligibility of Rule 5 refund for exports to SEZ.	Jan 10 to Mar 10	CESTAT, Mumbai	0
9.	OIO No. R-107/11-12 dt 27.07.2011, Appeal filed, OIA no. PIII/RS/275/2011 Dated 26.09.2011, Appeal No. E/1809/11 - MUM filed with CESTAT Mumbai, hearing awaited. Early hearing letter given on 29.12.2017. Hearing fixed on 19.07.2019. Hearing scheduled on 14.08.2019. All 3 appeals have been kept for hearing on 16.9.2019 before the Division bench. Hearing again	Appeal against OIA allowing Dept Appeal. Eligibility of Rule 5 refund for exports to SEZ.	Apr 10 to Jun 10	CESTAT, Mumbai	0

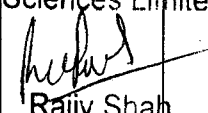
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For Jubilant Life Sciences Limited**

Rajiv Shah
**Rajiv Shah
Company Secretary**



DETAILS OF ALL PENDING CASES OF CENTRAL EXCISE					
S. No	Number & date of the Order appealed against and Show Cause notice	Nature of Dispute	Period	Appellate Authority	Contingent liability include penalty, interest etc. (in Rs. Lakhs)
	adjourned for 04.10.2019. Matter did not reach for hearing and adjourned for 04.11.2019. Now listed on 19.12.2019				
10	OIO No. R-174/11-12 dt 29.09.2011, Appeal filed, OIA no. PIII/RS/370/2011 Dated 15.12.2011, Appeal No. E/351/2012 - MUM filed with CESTAT Mumbai, hearing awaited. Early hearing letter given on 29.12.2017. All 3 appeals have been kept for hearing on 16.9.2019 before the Division bench. Hearing again adjourned for 04.10.2019. Matter did not reach for hearing and adjourned for 04.11.2019. Now listed on 19.12.2019.	Appeal against OIA allowing Dept Appeal. Eligibility of Rule 5 refund for exports to SEZ.	July 10 to Sept 10	CESTAT, Mumbai	0
11	OIO No. R-239/11-12 dt 29.12.2011, Appeal filed, OIA no. PIII/RS/95/2012 Dated 22.03.2012, Appeal No. E/949/2012 - MUM filed with CESTAT Mumbai, hearing awaited. Early hearing letter given on 29.12.2017. All 3 appeals have been kept for hearing on 16.9.2019 before the Division bench. Hearing again adjourned for 04.10.2019. Matter did not reach for hearing and adjourned for 04.11.2019. Now listed on 19.12.2019	Appeal against OIA allowing Dept Appeal. Eligibility of Rule 5 refund for exports to SEZ.	Oct 10 to Dec 10	CESTAT, Mumbai	0
12	SCN. C. No. V(15)Adj-M-II/Jubilant/13/6164 dated.01.05.2013. Reply submitted on 28.06.2013. Letter for adjudication sent on 16/04/15 and reminder sent on 28/07/2016. Hearing awaited. Reminder letter filed on 10.01.2019	Recovery of rebate claim (Gajraula)	May 2012	Joint Commissioner, Meerut	89.52

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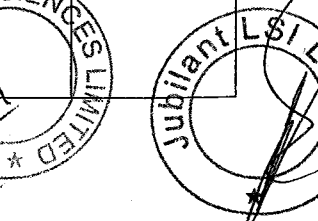
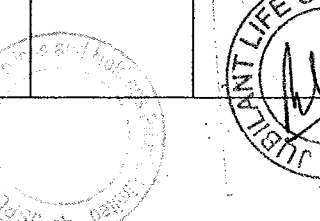
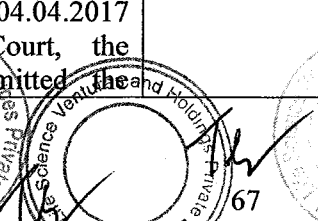
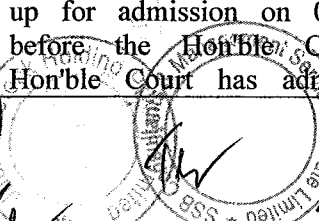
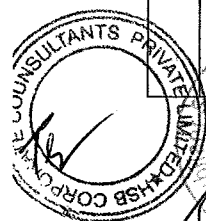

Rajiv Shah
Company Secretary

DETAILS OF ALL PENDING CASES OF CENTRAL EXCISE

S. No	Number & date of the Order appealed against and Show Cause notice	Nature of Dispute	Period	Appellate Authority	Contingent liability include penalty, interest etc. (in Rs. Lakhs)
13	SCN C. No. V(15)Adj/28/2015/788 dated 16/02/2015. Reply filed on 13.03.2015. PH attended on 19/01/2016 before the Joint Commissioner. Order awaited. Reminder letter for issue of order sent on 28/07/2016. Reminder letter to J.C. filed on 10.01.2019	Recovery of rebate claim (Gajraula)	Feb-March'2014	Joint Commissioner, Meerut	12.43
14	SCN no. V/29/CE/46/COMMR.ADJ/CHD-II/2012/3164 dated 19/09/2012. Hearing on 08 July 2016, part heard and postponed. Hearing completed on 08.08.2016. Hearing again attended on 02.01.2017. Adjudication order No. 31/CE/2016-17/ADC/CHD - II/SRM dated 28.02.2017 passed by ADC confirming demand and equal penalty. Order received on 23/3/2017. Appeal filed on 27.04.2017. Hearing attended on 16.01.2018. Appeal rejected vide 89/A/CE/Chd/2017-18/6782 dated 12.10.2018 received on 25.10.2018. Appeal filed on 07.01.2019.	Undervaluation of goods (Cadchem). Interest provided Rs.120 Lakh upto the date of order.	Nov 07 to May 09	CESTAT Chandigarh	262.44
15	SCN C. No. V(15)Adj/M-II/HPR/JOL/68/2009/1459 dated 06/02/2012. Order-in-Original No. 34/Commissioner/ Meerut/ 2012-13 dated 28.02.2013 passed by the Commissioner, Central Excise, Meerut-II. Final Order CESTAT No. A/52444/ 2015 -EX [DB] dated 14/07/2015. Excise Department has filed an Appeal (31 of 2016) before Allahabad High Court in Feb 2016. Central Excise Appeal No. 343/2016. The matter did not reach for hearing on 26.09.2016 & 15.02.2017. Finally, the issue came up for admission on 04.04.2017 before the Hon'ble Court, the Hon'ble Court has admitted the	Denial of credit on input service used in fertiliser unit (Gajraula)	2006-2010	Allahabad HC	0.00

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For Jubilant Life Sciences Limited**

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Company Secretary**



DETAILS OF ALL PENDING CASES OF CENTRAL EXCISE					
S. No.	Number & date of the Order appealed against and Show Cause notice	Nature of Dispute	Period	Appellate Authority	Contingent liability include penalty, interest etc. (in Rs. Lakhs)
	appeal on the question of law framed in the appeal, and has ordered it to be listed in ordinary course for final hearing. On 02/08/2019 Appeal has been dismissed by the All-HC on the basis of maintainability. Department may approach to Supreme Court.				
16.	C. No. V(29) 15-20/Adj/ADC/15-16 dated 06.08.2015 (Nira), Reply filed, PH attended on 26.07.2016. Demand confirmed vide OIO No. PUN-EXCUS-003-ADC-0018-016-17 Dated 30.12.2016 received on 07.01.2017. Appeal filed. Hearing attended on 30.05.2017. Appeal rejected vide OIA No. PUN-SVTAX-000-APP-067-17-18 Dated 21.06.2017. Appeal 87229/17 filed with CESTAT on 19.09.2017. Hearing awaited.	Differential duty on depot sale and interest	01.08.2010 to 31.03.2013	CESTAT, Mumbai	4.02
17.	Order-in-Appeal No. 132-ST/MRT-II/2012 dated 29/05/2012 by the Commissioner (Appeals), Central Excise, Meerut-II. Revision application no. F. No. 195/1120/12 filed and reply to deficiency memo filed on 08/11/2012. R.A. allowed vide Order No. 665-666/2018-CX dt. 07.12.18. Application for refund of interest of Rs. 813023/- filed.	Interest sought on delayed payment of rebate claim filed under Rule 18	2006-07	GOVT of India - Revision Certified True Copy For Jubilant Life Sciences Limited	0.00

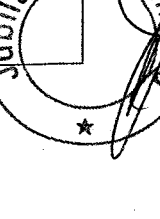
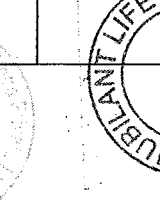
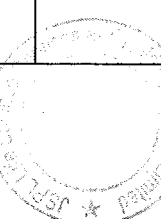
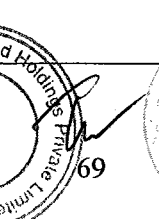
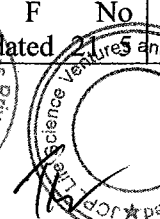
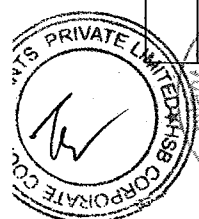
Rajiv Shah
Company Secretary

DETAILS OF ALL PENDING CASES OF CENTRAL EXCISE

S. No	Number & date of the Order appealed against and Show Cause notice	Nature of Dispute	Period	Appellate Authority	Contingent liability include penalty, interest etc. (in Rs. Lakhs)
18	SCN No. 03/17-18/Deputy Commr/2017-18 dated 19.05.2017 (Ambernath N34). Reply filed on 02.11.2017. Hearing attended on 01.03.2018. Demand confirmed along with interest and penalty of 25% vide OIO No. 2/VJ/AC/2017-18 786 Dated 27.03.2018 received on 27.04.2018. Appeal No. V2(A) 108/Appeals Thane/2018-19 filed on 20.06.2018 for excess penalty imposed. Hearing Scheduled on 06.12.2018. Hearing attended. Commissioner (Appeals) confirmed the demand with equal penalty and interest vide Order In Appeal No. PVNS/416/APPEALS THANE/TR/2018-19/502 Dated 06.02.2019 received on 25.02.2019. Appeal filed on 09.05.2019. CESTAT vide letter dated 23.05.2019 asked department to file cross objection within 45 days.	Demand of Service Tax on Notice Pay	July 12 to March 15	CESTAT, MUMBAI	2.10
19	SCN no. F. No. V(RC)K-IV/Jubilant/126/2012/1913 dated 28/06/2013, Demand dropped vide OIO No. 21/2015-16 dated 16.10.2015. Department in appeal. Hearing attended on 22.12.2016. Dept Appeal disallowed vide OIA No ST/24/Th-I/2017 Dt 10/02/2017. Department in Appeal vide Appeal No. E/86163/17-MUM Dated 08.06.2017. Hearing on 29.09.2017. Hon'ble CESTAT vide Order No. A/90145/17/SMB Dated 29.09.2017 held that appeal is not maintainable and can be filed only before the revisionary authority. Liberty granted to department to file appeal before revisionary authority. Revision application filed by the department. Notice F No 198/37/WZ/18-RA/419 dated 21/05/2018.	Recovery of rebate claim (Ambernath)	Feb-12	GOVT of India - Revision	7.86

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Company Secretary**



DETAILS OF ALL PENDING CASES OF CENTRAL EXCISE

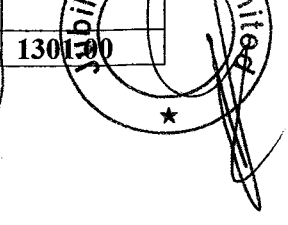
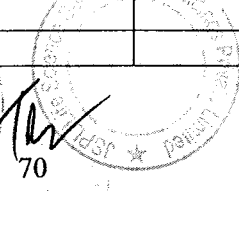
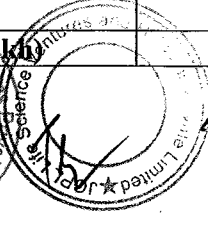
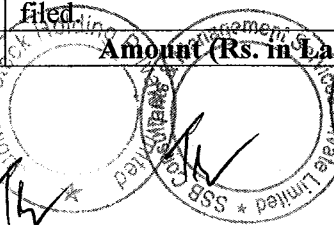
S. No.	Number & date of the Order appealed against and Show Cause notice	Nature of Dispute	Period	Appellate Authority	Contingent liability include penalty, interest etc. (in Rs. Lakhs)
	2018 issued under Section 35EE. Reply filed on 06.06.2018.				
20	Show Cause Notice No. F. No. IV(10)RC-012/BMT/2018-19/725 Dated 15 June 2018 received on 26 July 2018, rejecting refund claim of Rs.2,80,673/- in the matter of non-reversal of cenvat on claim of insurance filed in respect of loss of capital goods. Reply submitted on 04.09.2018. Hearing attended on 07.09.2018. Order Awaited.	Date of reversal/depos it should be date for claiming refund instead of date of order		Assistant Commissionere, Baramati, Pune III	0
21.	SCN No. V (15) Adj / Jubilant / 44/ 2017/3535 dated 29.05.2017 (Gajraula). Reply filed on 14.09.2017. Demand dropped vide OIO No.02/JC/MEERUT/2018 Dated 20.03.2018 received on 19.04.2018. Department filed an appeal No. 158-CE/APPL-I/MRT/2018 Dated 11.07.2018 received on 03.08.2018. Cross objections filed on the date of hearing - 12.02.2019. Commissioner (Appeals) rejected department appeal vide OIA No. MRT/EXCUS/000/APPL-MRT/69/2019-20 Dated 30.05.2019 received on 13.06.2019. Department filed the appeal (E/70656/2019-EX [DB]) with Hon'ble CESTAT Allahabad. Cross objection is being filed.	Cenvat Credit denied on Air Charter Service	June 2012 to Feb 2017	CESTAT, Allahabad	348.54

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Company Secretary**

Amount (Rs. in Lakhs)

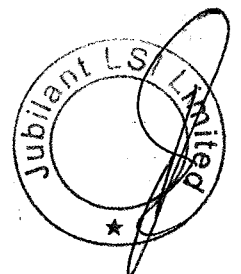
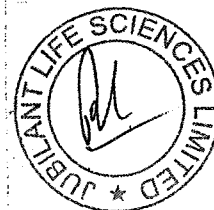
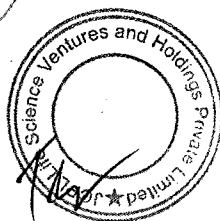
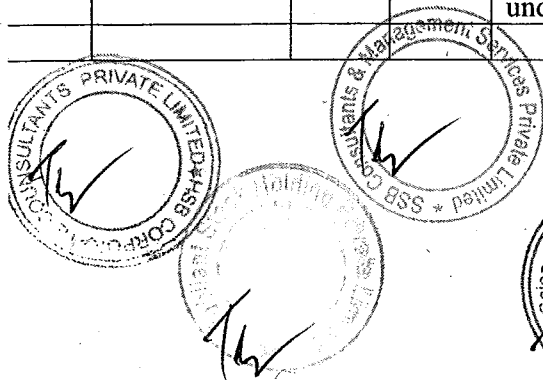
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Rajiv Shah
Company Secretary

PENDING DISPUTES (GST)						
Sr. No.	Location	Period		Nature of dispute/ Details	Jurisdictional/Appellate Authority	Contingent liability include penalty, interest etc. (in Rs. Lakhs)
		From	To			
1.	Gajraula (UP)	Mar-18	Mar-18	Notice No. 2602 dated 19.03.2018 issued on seizure of goods, on vehicle details not filled up in part B, Reply filed. Tax and penalty imposed vide OIO No. 2612 dated 23.03.2018. Goods seized and released on payment of Tax of Rs.1,39,865/- and Penalty of Rs.1,39,865/-. Appeal filed on 18.04.2018. PH completed on 28.02.19, Appeal rejected vide Order no. 1080 dated 25.03.19 received on 03.05.19. Writ filed on 26.08.19 in High Court and listed for hearing on 18.09.19 adjourned for 16.10.19 now fixed 13.11.19	Additional Commissioner, Grade-2, Division-V, Ghaziabad has not accepted our appeal and passed order against Jubilant. Allahabad - High Court	2.80
2.	Gajraula (UP)	Jun-18	Jun-18	Notice MOV-07 No.1819060783042055 dated 28.06.2018 issued on seizure of goods not carrying e-way bill with goods, Reply filed. Tax and penalty imposed vide Order dated 01.07.2018. Goods seized and released on payment of Tax of Rs.1,74,478/- and Penalty of Rs.1,74,478/-. Appeal filed on 01.08.2018. PH attended on 29.05.19. PH again fixed on 24.07.19 further extended on 31.07.19. PH done 31.07.19 Appeal Order no. 111/ 16.08.19 disallowed.	Additional Commissioner-Appeal, Grade-2, Aligarh has not accepted our appeal and passed order against Jubilant.	3.49
3	Nira (Maharashtra)	Jan 18	Dec 18	Six SCN No's. DCST/E-610/GST Refund/RFD-08/2019-20/B 802 to 807 issued on rejection of refund claim filed under Rule 89. No financial impact.	Deputy Commissioner of State Tax, PUN-VAT-E-610, (LTU -1) Pune	0.00
TOTAL					TOTAL	6.29



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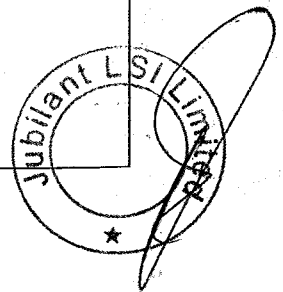
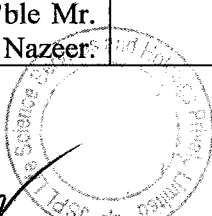
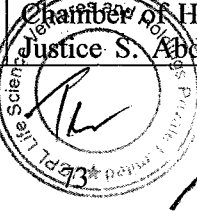
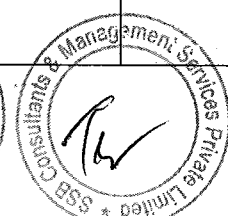
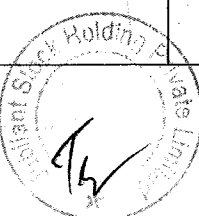
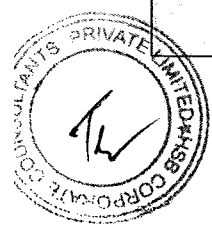
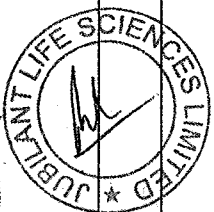
PENDING DISPUTES (VAT/ CST)						
Sr. No.	Location	Period		Nature of dispute	Adjudicating/Appellate Authority	Contingent including interest/penalty (in Rs. Lakhs)
		From	To			
1	Gajraula (UP)	2010-11	2017-18	VAT not paid on Molasses (Net of Interest)	Hon'ble Supreme Court	669.73
2	Nira (Maharashtra)	2012-13	2012-13	Disallowance of High Sea Sale made to SR Drugs of Rs.27 Lakh on the basis of judgement in the case of Adani Exports Limited. Interest imposed of Rs.1,38,040/- Assessment completed. Department stated that chemical (Acetic Acid) can not be separated for HSS. Hence, HSS denied and tax @ 5% imposed.	Maharashtra Sale Tax Tribunal, Pune bench	2.73
3	Nira (Maharashtra)	2014-15	2014-15	Disallowance of High Sea Sale 1006.77 lakhs on the basis of judgement in the case of Adani Exports Limited. Assessment completed. Similar case as above.	Joint Commissioner, Pune	94.76
TOTAL -						767.22

PENDING DISPUTES OF STATE EXCISE						
Sr. No.	Location	Period		Nature of dispute	Contingent liability (in Rs. Lakhs)	Court/Appellate
		From	To			
1	GAJRAULA	1982-83	2003-04	Refund of FL 39 Fees paid and covered under BG	1,520.64	Supreme Court - SLP/CA (State)

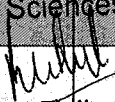
Rajiv Shah

Company Secretary

PENDING DISPUTES OF STATE EXCISE						
Sr. No.	Location	Period		Nature of dispute	Contingent liability (in Rs. Lakhs)	Court/Appellate
		From	To			
2	GAJRAULA *	26-Jun		Levy of Import fee on import of Denatured alcohol into UP	900.00	Supreme Court - SLP/CA (State)
3	NIRA	Feb-02	Sep-19	Transport fee on rectified spirit & molasses on captive consumption.	3,055.13	Supreme Court - SLP/CA (State)
4	NIRA	2002-03	2003-04	Transport fee on ENA (A/C UB) High court order in our favour. Govt of Maharashtra filed SLP. Counter filed. Matter taken up on 06.12.2017. Matter to be listed after connected matter (service of Respondent No 2) pending before the Chamber Judge is decide. Matter was listed on 19.03.2018 in Court No. 9 as Item No. 12.1 before Chamber of Hon'ble Mr. Justice S. Abdul Nazeer. Counter Affidavits has been filed by the respondents in connected matters SLP(C) 3870/2012, 3871/2012 and 3873/2013.	0.00	Supreme Court - SLP/CA (State)
5	NIRA	2004-05	Sep-19	Transport fee on ENA (A/C UB) High court order in our favour. Govt of Maharashtra filed SLP. Counter filed. Matter taken up on 06.12.2017. Matter to be listed after connected matter (service of Respondent No 2) pending before the Chamber Judge is decide. Matter was listed on 19.03.2018 in Court No. 9 as Item No. 12.1 before Chamber of Hon'ble Mr. Justice S. Abdul Nazeer.	0.00	Supreme Court - SLP/CA (State)



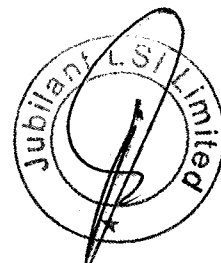
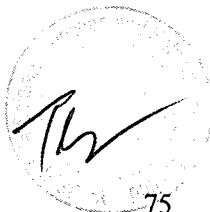
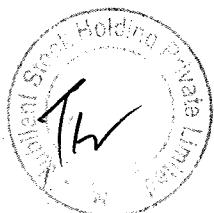
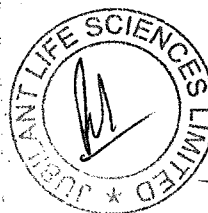
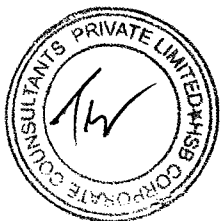
PENDING DISPUTES OF STATE EXCISE

Sr. No.	Location	Period		Nature of dispute	Contingent liability (in Rs. Lakhs)	Court/Appellate
		From	To			
<div>Certified True Copy For Jubilant Life Sciences Limited</div> <div> Rajiv Shah Company Secretary</div>						
				Counter Affidavits has been filed by the respondents in connected matters SLP(C) 3870/2012, 3871/2012 and 3873/2013.		
6	NIRA	2005-06	Sep-19	Import fee on Denatured alcohol in Maharashtra (NIRA)	0.00	Mumbai High Court/Writ Petition
7	NIRA			Export fee on Denatured alcohol in Maharashtra (NIRA)	0.00	Mumbai High Court/Writ Petition
8	GAJRAULA	2004-05	Sep-19	Increase in denaturing fee from 10 paisa to 15 paisa, May 2004 onwards.	323.38	Allahabad High court/Writ Petition
9	NIRA	2016-17	2016-17	Non applicability of the Mumbai Prohibition Act & Denatured spirit rules on import/export of denatured alcohol	0.00	Mumbai High Court/Civil Application
10	*GAJRAULA	2007-08	2007-08	Civil Appeal No. 151 of 2007 [State of UP & Ors. Vs. M/s. Lalta Prasad Vaish]. Jubilant filed Impleadment application and it was tagged with the CA 151/2007.	0.00	Supreme Court - SLP/CA (State)
11	*GAJRAULA	2016-17	Sep-19	Import fee on import of denatured anhydrous alcohol into Delhi	874.16	High Court of Delhi, Writ Petition
12	*GAJRAULA	2016-17	30 Sept,19	License fee on supply of denatured anhydrous alcohol to PSU Oil Companies within the state of UP [levied @ 15 paise per BL]	74.62	Allahabad High court/Writ Petition

PENDING DISPUTES OF STATE EXCISE						
Sr. No.	Location	Period		Nature of dispute	Contingent liability (in Rs. Lakhs)	Court/Appeal
		From	To			
13	*GAJRAULA Supply of DAA to Delhi and Harayana	Jan, 2017	Jan, 2017	Export pass fee on supply of denatured anhydrous alcohol outside the state of UP [levied @ Re.1 per BL]	5.08	Allahabad High court/Writ Petition -disposed off Department SLP Supreme Court - SLP (State)
14	*GAJRAULA Supply of DAA to Delhi and Harayana	2016-17	30 Sept,19	Export pass fee on supply of denatured anhydrous alcohol outside the state of UP [levied @ Re.1 per BL]	508.72	Allahabad High court/Writ Petition -disposed off Department SLP Supreme Court - SLP (State)
15	GAJRAULA	2005-06	2005-06	PD-2 license fee demanded. High court order in our favour. Refund of PD-2 License Fee filed. Government of UP filed SLP	28.70	Supreme Court - SLP/CA (State)
16	Gajraula	1st March 2017	12th Oct 2017	Refund of import fee paid on supply of Denatured Anhydrous alcohol in the state of Punjab & Haryana from Gajraula (UP) [levied @ Re.2 per BL]	102.80	Commissioner, State Excise, Panchkula

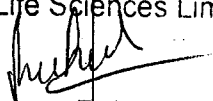
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Rajiv Shah
Company Secretary



PENDING DISPUTES OF STATE EXCISE						
Sr. No.	Location	Period		Nature of dispute	Contingent liability (in Rs. Lakhs)	Court/Appeal
		From	To			
17	NIRA	2017-18	2017-18	<p>Nira Plant – Distillery of Company received a Show Cause Notice bearing No DYS/MSEC/2017/10192/11 dated 09/01/2018 issued by the Commissioner of State Excise, Mumbai proposing to cancel Company's Licenses (Form-I and DS-1/5) under Section 21(c) & Section 67 of the Maharashtra Prohibition Act, 1949 for export of 75,000 B.L. of Absolute Alcohol to M/s. Piramal Enterprises Ltd in Telangana State after mixing of 1% Methanol as a Denaturant alleging that the said export was without proper approval. Despite the Company duly filing its Reply on 22/01/2018, as well as making written arguments during Personal Hearing on 22/02/2018 and additional submissions filed post PH on 27/02/2018. The Commissioner of State Excise, Maharashtra vide Order No. DYS/MSEC/2017/10192/11 dated 3rd March 2018 cancelled the Licenses, and a team of 18-20 Excise Officials searched the Nira Factory same day and sealed the operations of the Distillery.</p> <p>Vide Order dated 09/03/2018 the</p>	0.00	<p>The Minister of State Excise, Maharashtra State, Mumbai</p> <p>JMFC, Saswad</p> <p>The High Court of Bombay</p> <p>The High Court of Bombay</p>

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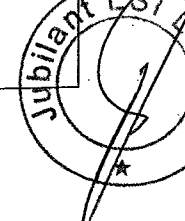
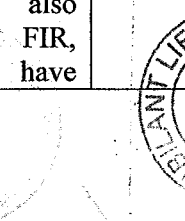
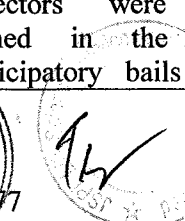
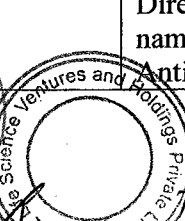
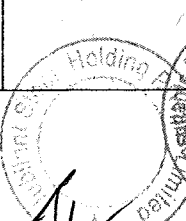
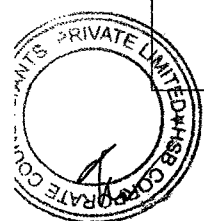

Rajiv Shah
Company Secretary

PENDING DISPUTES OF STATE EXCISE

Sr. No.	Location	Period		Nature of dispute	Contingent liability (in Rs. Lakhs)	Court/Appeal
		From	To			
				<p>Commissioner also rejected Company's application balance 75,000 B.L. of Absolute Alcohol to M/s. Piramal Enterprises Ltd in Telangana State after mixing of 1% Methanol as a Denaturant.</p> <p>The Company immediately took the following actions:</p> <p>1. Filed an Appeal on 05/03/2018 against this Order under Section 137 the Maharashtra Prohibition Act, 1949 before Government of Maharashtra. The Home department, Government of Maharashtra has stayed the operation of Order of the Commissioner dated 3rd March 2018 until further orders vide Stay Order No. DYS 0318/CN 58/EXC-2 dated 06th March 2018. Final hearing of the appeal before State Government is completed on 10/4/2018. Final Order is pending.</p> <p>2. The Excise Department filed an FIR 107/2018 on 04/03/2018 pursuant to which Mr Nishikant Natu GM was arrested on 4/03/2018 and released on bail on 07/03/2018 by the Judicial Magistrate FC, Saswad court. Since Directors were also named in the FIR, Anticipatory bails have</p>		

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PENDING DISPUTES OF STATE EXCISE

Sr. No.	Location	Period		Nature of dispute	Contingent liability (in Rs. Lakhs)	Court/Appellate
		From	To			
				<p>been obtained on 20/03/2018 from the Sessions Court Pune. Excise department is yet to file the charge sheet in the Case.</p> <p>3. The Company has also filed a Criminal Writ Petition 1180/2018 in Mumbai High court seeking quashing of the FIR (criminal proceedings) initiated, which petition is pending, and posted for hearing on 19/03/18; 02/04/18; 11/04/18; 20/04/18 , 23/04/18 and 03/05/2018. As per order dt 3rd May 2018, next listing date is 28/05/2018 but fresh cause list issued and matter has been adjourned in Cause List till 20/07/2019. Matter was listed but not reached on 13/08/2019. Matter was listed on 3/08/2019, 11/09/2019 but PP was not available and this has been adjourned to 25/09/2019. On 25/09/2019, 17/10/2019 matter was part heard. Next date 2/12/2019.</p> <p>4. A Civil writ petition has also been filed on 19/03/2018 against the order of Commissioner before the Mumbai High court challenging the order of Commissioner. Jubilant has taken decision and allowed it to be rejected. The Petition has been rejected on 2nd April 2019.</p>		

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PENDING DISPUTES OF STATE EXCISE						
Sr. No.	Location	Period		Nature of dispute	Contingent liability (in Rs. Lakhs)	Court/Appellate
		From	To			
18	Gajraula	20 March, 2018	30 September, 2019	Levy of Administration fee on sale and supply of molasses [levied @ Re.12 per Ql.]. Writ is filed by U.P. Distiller Association (UPDA) on behalf of its members. Jubilant is a member of UPDA.	222.97	Allahabad High court (Lucknow Bench)
19	NIRA	September, 2015	Feb, 2018	Procedural issues relating storage of Molasses	0.00	The Collector, State Excise, Pune (Maharashtra).
20	Gajraula	2004-05	2004-05	Regulation of denatured and special denatured spirit, writ filed on principles. The Hon'ble High Court in its order Dt 03/08/2016 relied on the decisions of Supreme Court in State of U.P. Vs. Vam Organic Chemicals Ltd. and Synthetics and Chemicals Ltd. and has taken a view that the Rule 5(1) (b) and (c) of Rules, 1976 travels beyond legislative competence of State as they are not regulatory in nature, and are otherwise ultra vires and struck down the said rules. Accordingly, the matter has been disposed off in favour of the Company.	0.00	Supreme Court - SLP (State)
21	Gajraula	2011-12	2011-12	District Magistrate of State Excise UP required the Company to take MA 2 license (and proposing to cancel MA 4 License) under the UP Poison rules. The DM alleged that under M.A.-4 license the Methyl Alcohol cannot be purchased from	0.00	Allahabad High court/Writ Petition

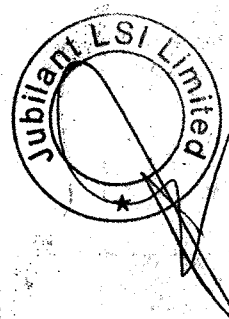
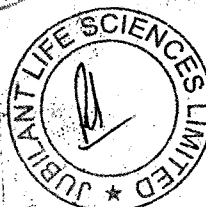
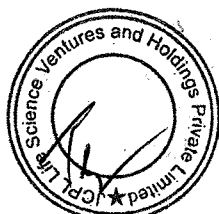
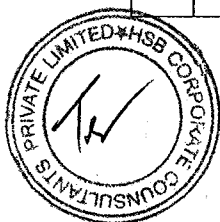
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PENDING DISPUTES OF STATE EXCISE						
Sr. No.	Location	Period		Nature of dispute	Contingent liability (in Rs. Lakhs)	Court/Appellate
		From	To			
				outside the State of U.P. and Methyl Alcohol can be brought from outside the State of U.P. only under M.A.-2 license. The Company had filed stay and Writ Petition challenged the legality and validity of the Order dated 12/02/2012 passed by the District Magistrate on various grounds and sought for relief to quash this Order.		
22	Gajraula	2018-19	30 September, 2019	Import fee on import of denatured anhydrous alcohol into Rajasthan from Gajraula (UP). [levied @ Re.1 per BL]	20.24	Rajasthan High Court, Jaipur Bench
23	Nira	2018-19	2018-19	A show cause notice has been issued by the Commissioner of State Excise, Maharashtra alleging violation of the condition Nos. 21 and 26 of the Licence in Form 'I' granted under Rule 3 of the Maharashtra Distillation of Spirit and Manufacture of Potable Liquor Rules, 1966 proposing cancellation of "Form-I" under Section 54(1)(c) of the Maharashtra Prohibition Act, 1949.	0.18	The Commissioner State Excise, Maharashtra
					7,636.62	0

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