

Corrected by  
- 1 -

Authenticated Scheme

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD  
ORIGINAL JURISDICTION

COMPANY PETITION NO. 36 OF 2015

CONNECTED WITH

COMPANY APPLICATION NO. 289 OF 2014

19539-19541/15  
No. 109  
Copying in Court Charges  
Total Rs. 439.500

30/6/15  
Section Officer  
Company Registration  
Ahmedabad 6/1/2015

In the matter of Scheme of Arrangement under  
Sections 391 to 394 read with Section 78 and 100 to  
103 of the Companies Act, 1956;

AND

In the matter of

Gokul Reols and Solvent Limited.

A Company incorporated under the Companies Act,  
1956 and having its registered offices State Highway  
No. 41, Nr. Sajanpur Patia, Sidhpur - 384151 in the  
state of Gujarat.

AND

In the matter of Composite Scheme of Arrangement in  
the nature of de-merger and transfer of Gandhidham  
Undertakings of Gokul Reols and Solvent Limited to  
Gokul Agro Resources Limited and transfer of Sidhpur  
Undertakings to Gokul Agri International Limited and  
consequential restructure of the share capital of Gokul  
Reols and Solvent Limited.

Gokul Reols and Solvent Limited.

A Company incorporated under the Companies Act,

1956 and having its registered office at

State Highway No. 41, Nr. Sajanpur Patia,

Sidhpur - 384151 in the state of Gujarat. Petitioner De-merged Company

Copy Applied on : 15-6-15  
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IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

ORIGINAL JURISDICTION

COMPANY PETITION NO. 37 OF 2015

CONNECTED WITH

COMPANY APPLICATION NO. 290 OF 2014

In the matter of Scheme of Arrangement under Sections 391 to 394 read with Section 78 and 100 to 103 of the Companies Act, 1956;

AND

In the matter of Gokul Agro Resources Limited.

A Company incorporated under the Companies Act, 2013 and having its registered office at B-402, Shapath Hexa, Near Ganesh Meridiyan, Opp. Gujarat High Court, Sola, Ahmedabad 380 060 in the state of Gujarat.

AND

In the matter of Composite Scheme of Arrangement in the nature of de-merge and transfer of Gandhidham Undertakings of Gokul Refoils and Solvent Limited to Gokul Agro Resources Limited and transfer of Sidhpur Undertakings to Gokul Agri International Limited and consequential restructure of the share capital of Gokul Refoils and Solvent Limited.

Gokul Agro Resources Limited.

A Company incorporated under the Companies Act, 2013 and having its registered office at B-402, Shapath Hexa, Near Ganesh Meridiyan, Opp. Gujarat High Court, Sola, Ahmedabad 380 060, in the state of Gujarat.....Petitioner Resulting Company/Transferee

Company-1



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Authenticated Scheme

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD  
ORIGINAL JURISDICTION  
COMPANY PETITION NO. 38 OF 2015  
CONNECTED WITH  
COMPANY APPLICATION NO. 291 OF 2014

In the matter of Scheme of Arrangement under  
Sections 391 to 394 read with Section 78 and  
100 to 103 of the Companies Act, 1956;  
AND

In the matter of Gokul Agri International Limited.

A Company incorporated under the Companies Act,  
2013 and having its registered office at State  
Highway No. 41, Near Sujapur Patia, Sidhpur -  
384151 in the state of Gujarat.

AND

In the matter of Composite Scheme of  
Arrangement in the nature of de-merger and  
transfer of Gandhidham Undertakings of Gokul  
Refrills and Solvent Limited to Gokul Agro  
Resources Limited and transfer of Sidhpur  
Undertakings to Gokul Agri International Limited  
and consequential restructure of the share  
capital of Gokul Refrills and Solvent Limited.

Gokul Agri International Limited.

A Company incorporated under the Companies Act,

2013 and having its registered office at State Highway

No. 41, Near Sujapur Patia, Sidhpur - 384151

in the state of Gujarat.....Applicant Resulting Company/Transferee

Company-2





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### Gokul Refoils & Solvent Ltd.

Company Code :  
"Gokul Refoils", 42-Streams, Co-op. Housing Society Ltd.  
Opp. SHRIKANTH, Novergaon,  
Anandnagar-850 008, Solapur (Dist)  
Phone : +91-79-4004000, 4004001  
Fax : +91-79-4004000 Email : gokul@gokulgroup.com  
CIN: L11026GJ18001G0018745

G. Insurance Policy: Annexure - XI

H. Foreign LC, Local LC, Bank Guarantee & EPC Details: Annexure - XII

I. Export Dollar & Import Dollar Outstanding: Annexure - XIII



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Head Office & Works : State Highway No-41, Nr. Sakinagar Falls, Baramulla (Dist. Pulwama, Jammu & Kashmir)  
Phone : +91-279-222145, 220018 Fax: +91-279-225475 E-mail : gokul@gokulgroup.com  
Anandnagar Unit : Opp. Shrikanth, Novergaon, Anandnagar, Dist. Solapur, Maharashtra  
Phone : +91-79-4004000, 4004001 Fax: +91-79-4004000  
Solapur Refining Unit : J.L.N. 118, P. N. Road, Solapur, Dist. Solapur, Maharashtra  
E-8, Shrikanth, P. N. Road - Anandnagar - 421007 (Dist. Solapur) Phone : +91-79-220018



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**Gokul Refoils & Solvent Ltd.**

Corporate Office :  
 "Gokul House", 48-S, Agrawal Co-op. Housing Society Ltd  
 Opp. Shikhar Building, Navrangpura,  
 Ahmedabad-380 015, Gujarat (India)  
 Phone : +91-79-65104555, 6661025534/56  
 Fax : +91-79-66304545 E-mail : g@Gokulgroup.com  
 CIN : L1514GJ1992PLC018745

**Part I**

**Particulars of Freehold Properties**

**Annexure - I - Land**

Complete Address	Area in Sq. Meter
Old Survey No.67/1, New Survey No. 89 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh. In the state of Gujarat, Pin Code - 370110	155669
Land Bearing Survey No.76/1, situated at Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh. In the state of Gujarat, Pin Code - 370110	
Land Bearing Survey No.78, situated at Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh. In the state of Gujarat, Pin Code - 370110	
Land Bearing Survey No.79, situated at Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh. In the state of Gujarat, Pin Code - 370110	
Survey No.80, Plot No. 22 To 52 And 68 To 76 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh In the state of Gujarat, Pin Code - 370110.	135469
And Land Bearing, Survey No. 91 Old Survey No. 78 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110	
Wind Mill Land - V-05 - Survey No. 84/2, Situated At Mali Sindhoji, Taluka Abdasa, Dist. Kachchh In the state of Gujarat, Pin Code - 370640	4350
Survey No. 117, Plot No. 179 To 194 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh In the state of Gujarat, Pin Code - 370110	1871.94
Survey No. 107/1, Plot No. 1,2,3,4, Situated At Village Meghpar Borichi, Taluka Anjar, Kachchh, In the state of Gujarat, Pin Code - 370110	1133.84
Survey No. 107/1, Plot No. 144 To 172, Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh. In the state of Gujarat, Pin Code - 370110	2960.66

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 1. 100%  
 2. 100%



Regd. Office & Works : B-1, Chowk No.41, N. 60th Street, Station-34 - 51, Dist. Rajkot, Gujarat (India).  
 Phone : +91-278-223776, 229977 Fax : +91-278-223475 Email : g@Gokulgroup.com  
 Sachidanand Velli : B-1, Vajrapur-Borchi, Gopada Road, N. Sharda Road, Gopada, Dist. Rajkot-360 012 Gujarat (India)  
 Phone : +91-2836-247075, 251777 Fax : +91-2836-247001  
 Huda Refoils Unit : Plot No. 149 P. U. No. 149, Near Egar Petrol pump, H.P.U. Road, P.O. Dohar, City Centre,  
 P. S. Prabhupur, Huda Purba - Madhapur - 381007 (Gujarat) Phone : 33234 260339

*Handwritten mark:* S

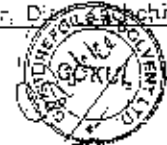


## Gokul Refoils & Solvent Ltd.

Corporate Office :  
 "Gokul House", 45-Streamal Co-op. Housing Society Ltd.  
 Co-op. Society Building, Navrangpura,  
 Ahmedabad-380 005, Gujarat (India)  
 Phone : +91-79-68534555, 508162636655  
 Fax : +91-79-83904642 E-mail : grol@gokulgroup.com  
 CIN: L51425-GU000012015715

### Annexure - II - Building :

Complete Address	Area in Sq. Meter	Brief Description of Location
Survey No. 117, Plot No. 179 To 194 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110	4513.50	Labour Quarter - G'Dham - Survey No. 117, Plot No. 179 To 194 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110
Survey No. 107/1, Plot No. 1,2,3,4, Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110	4771.08	Gokul Residency - G'Dham - Survey No. 107/1, Plot No. 1,2,3,4, Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110
Survey No. 107/1, Plot No. 144 To 172, Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110	531.00	Gokul Residency - 2 - G'Dham - Survey No. 107/1, Plot No. 144 To 172, Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110
Office Premises No. 535 & 536, 5th Floor, H building, main frame, Survey No. 169(Part) city survey No. 1627(Part) at village Marol Maroshi, Taluka, Andheri, Dist. Mumbai, In the state of Maharashtra, Pin Code - 400053	197.02	Office Building-Mumbai - Office Premises No. 535 & 536, 5th Floor, H building, main frame, Survey No. 169(Part) city survey No. 1627(Part) at village Marol Maroshi, Taluka, Andheri, Dist. Mumbai, In the state of Maharashtra, Pin Code - 400053
Old Survey No.67/1, New Survey No. 89 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110	51569.18	Factory & Godown Building - G'Dham - Old Survey No.67/1, New Survey No. 89 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110
Old Survey No.57/1, New Survey No. 89 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110	1760	Coal Yard Shed - Old Survey No.67/1, New Survey No. 89 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110
Survey No.80, Plot No. 22 To 52 And 68 To 76 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code -	6535.68	Sep - Factory, Godown Building - Survey No.80, Plot No. 22 To 52 And 68 To 76 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh,



Regd. Office & Works : State Highway No.1, No.50/50/1, Plot, 50/50/1-101, Dholi, Gandhinagar, Ahmedabad  
 Phone : +91-79-222716, 222717 Fax : +91-2267-22247, Email : grol@gokulgroup.com  
 Goddham Unit : 25, Meghpar-Borichi, Gujarat Road, 4, Sharda Road, Taluka, Dist. Surat-392 103, Gujarat India  
 Phone : 242225, 242226, 242227 Fax : 242228, 242229  
 Hotel Railway Unit : J.L.R. 145 Police Near Esar Pet Pump, H.P. 116, Road, P.O. Dechod, Gandhinagar  
 P.S. Sharda Road, H.No. P.O. - Meghpar - 392107 (Dist. Surat) Phone : 2224 6780



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**Gokul Refoils & Solvent Ltd.**

Corporate Office:  
 "Gokul House", 43-Shreechandi Corp, Rowling Society Ltd.  
 Opp. Sankar Building, Navrangpura,  
 Ahmedabad-380 016, Gujarat (India)  
 Phone: +91-79-66304335, 66618250/54155  
 Fax: +91-79-66514543 E-mail: gres@gokulgroup.com  
 CIN: L15423GJ02PLC0013743

370110. And Land Bearing Survey No. 91 Old Survey No. 73 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat. Pin Code - 370110		In the state of Gujarat. Pin Code - 370110. And Land Bearing Survey No. 91 Old Survey No. 73 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat. Pin Code - 370110
Survey No.80, Plot No. 22 To 52 And 68 To 76 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat. Pin Code - 370110	3887.50	Gunny Bag Warehouse - Survey No.80, Plot No. 22 To 52 And 68 To 76 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat. Pin Code - 370110
Survey No.80, Plot No. 22 To 52 And 68 To 76 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat. Pin Code - 370110. And Land Bearing Survey No. 91 Old Survey No. 73 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat. Pin Code - 370110.	10927.47	Sep - Mea. Flat Storage Ware House - Survey No.80, Plot No. 22 To 52 And 68 To 76 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat. Pin Code - 370110. And Land Bearing Survey No. 91 Old Survey No. 73 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat. Pin Code - 370110.
Survey No.80, Plot No. 22 To 52 And 68 To 76 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat. Pin Code - 370110. And Land Bearing Survey No. 91 Old Survey No. 73 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat. Pin Code - 370110.	5208.00	Sep - New Godown-1 (2008-09) - Survey No.80, Plot No. 22 To 52 And 68 To 76 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat. Pin Code - 370110. And Land Bearing Survey No. 91 Old Survey No. 73 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat. Pin Code - 370110.
Survey No.80, Plot No. 22 To 52 And 68 To 76 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat. Pin Code - 370110. And Land Bearing Survey No. 91 Old Survey No. 73 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat. Pin Code - 370110.	10500.00	Sep - New Godown - 2 (2008-09-10) - Survey No.80, Plot No. 22 To 52 And 68 To 76 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat. Pin Code - 370110. And Land Bearing Survey No. 91 Old Survey No. 73 Situated At Village Meghpar Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat. Pin Code - 370110.

25/11/2018



Regd. Office & Works : Shreechandi Corp., An. Shreechandi Road, Bhatnagar 380 016, Opp. Gokul House, India.  
 Phone: +91-79-66304335, 66618250 Fax: +91-79-66514543 Email: gres@gokulgroup.com  
 Gandhinagar Unit : 68, Meghpar Borichi, Taluka Anjar, Dist. Kachchh, Gujarat. Pin Code - 370110 Gujarat (India)  
 Phone: +91-79-66304335, 66618250 Fax: +91-79-66514543  
 Gokul Refoils Ltd. Unit 2 : 154, Taluka Anjar, Dist. Kachchh, Gujarat. Pin Code - 370110 Gujarat (India)  
 P.O. Bhadrachal, Taluka Anjar, Dist. Kachchh, Gujarat. Pin Code - 370110 Gujarat (India)





**Gokul Refoils & Solvent Ltd.**

Corporate Office :  
 "Sanki Halls" 43 Shreeam' Group, Housing Society Ltd  
 Opp. Nishar Building, Narangpura,  
 Ahmednagar-380 005, Gujarat (India)  
 Phone : +91-79-62934605, 62934625  
 Fax : +91-79-66304543 E-mail : grr@gokulgroup.com  
 GIN: L121425-1722PLOT-6745

Code - 370110.		Kachchh, in the state of Gujarat, Pin Code - 370110.
Survey No.80, Plot No. 22 To 52 And 68 To 76 Situated At Village Meghpur Borichi, Taluka Anjar, Dist. Kachchh, in the state of Gujarat, Pin Code - 370110. And Land Bearing Survey No. 91 Old Survey No. 73 Situated At Village Meghpur Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110.	731.771	Castor Plant - Factory & Godown Building - Survey No.80, Plot No. 22 To 52 And 58 To 76 Situated At Village Meghpur Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110. And Land Bearing Survey No. 91 Old Survey No. 73 Situated At Village Meghpur Borichi, Taluka Anjar, Dist. Kachchh, in the state of Gujarat, Pin Code - 370110.
Survey No.80, Plot No. 22 To 52 And 68 To 76 Situated At Village Meghpur Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110. And Land Bearing Survey No. 91 Old Survey No. 73 Situated At Village Meghpur Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110.	132.00	Shed Work Gdham Castor - Survey No.80, Plot No. 22 To 52 And 68 To 76 Situated At Village Meghpur Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110. And Land Bearing Survey No. 91 Old Survey No. 73 Situated At Village Meghpur Borichi, Taluka Anjar, Dist. Kachchh, in the state of Gujarat, Pin Code - 370110.
Survey No.80, Plot No. 22 To 52 And 68 To 76 Situated At Village Meghpur Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110. And Land Bearing Survey No. 91 Old Survey No. 73 Situated At Village Meghpur Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110.	255.00	Castor Unloading Point - Gdham Castor - Survey No.80, Plot No. 22 To 52 And 68 To 76 Situated At Village Meghpur Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110. And Land Bearing Survey No. 91 Old Survey No. 73 Situated At Village Meghpur Borichi, Taluka Anjar, Dist. Kachchh, In the state of Gujarat, Pin Code - 370110.
19, Bharudarshan Apartment, Tagore Road, Near Oslo Circle, Taluka Gandhidham, Dist. Kachchh, In the state of Gujarat, Pin Code - 370201.	100.00 Sq.yard	19, Bharudarshan Apartment, Tagore Road, Near Oslo Circle, Taluka Gandhidham, Dist. Kachchh, In the state of Gujarat, Pin Code - 370201.

Handwritten notes: *19/10/2014*, *19/10/2014*, *19/10/2014*



Regd. Office & Works : State Highway (NH-47, No. 52) Anjar Paf. 380-004-121, (Opp. Park, G. pral) India.  
 Phone : +91-79-222175 226915 Fax : +91-79-222472 Email : grr@gokulgroup.com  
 Gandhidham Unit : E1, 100' Gandhidham, Da. Pafar Road, No. 5, Gandhidham, Taluka Gandhidham, Dist. Kachchh, Gujarat-370201.  
 Phone : +91-2856-247051, 24705173, 24705174 Fax : +91-2856-247050  
 Kutch Refinery Unit : 1, 149 Pafar, No. Kutch East, Gandhidham, Taluka Gandhidham, Dist. Kachchh, Gujarat-370201.  
 25, Gandhidham, Gandhidham, Gandhidham-370201 (Opp. Gandhidham, Gandhidham) Phone : 02856-247050

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### Gokul Refoils & Solvent Ltd.

Corporate Office:  
 "Gokul House", 43-Street Small Devop, Housing Society Ltd.  
 Opp. Sakhar Building, Kalyanapur, Raipur  
 AN-404002338 504, G-Jurat (India)  
 Phone : +91-79-26204555, 26202334/36  
 Fax : +91-79-26204545 E-mail : grrk@gokulgroup.com  
 CIN: L40122G.HH95PL0008746

#### Annexure - III - Plant & Machinery:

Complete Address	Plant & Machinery Group	Brief Description of Plant & Machinery
99 Meghpar Borichi, Galpadar Road, Taluka Anjar, Dist. Kachchh, in the state of Gujarat, Pin Code - 370110	Solvent Extraction Plant	Solvent Extraction Plant having Capacity 1400 TPD, Desmet Make
	Degumming Plant	Degumming Plant having Capacity 250 TPD, Areen Eng.
	Lecithin Plant	Lecithin Plant having Capacity 10 TPD, Areen Eng.
	Refinery Unit - 1/2/3	Refinery Unit - 1 / 2 / 3 having Capacity of 1200 TPD, Alfa / Desmet Make
	Refinery Unit - 3	Refinery Unit - 3 having Capacity of 30 TPD, Market
	Fractionation Alfa - 1	Fractionation Alfa - 1 having Capacity of 400 TPD, Make Alfa Level
	Fractionation - 2	Fractionation - 2 having Capacity of 600 TPD, Make Alfa Level
	PDBO Plant	PDBO Plant having Capacity of 100 TPD, Market Make
	Bakery Plant	Bakery Plant having Capacity of 100 TPD
	Castor Oil Mill - 1	Castor Oil Mill - 1 having Capacity of 800 TPD, Krishna Maruti Make
	Castor Oil Mill - 2	Castor Oil Mill - 2 having Capacity of 1200 TPD, Krishna Maruti Make
	Solvent Unit - 1	Solvent Extraction Unit - 1 having Capacity of 400 TPD, Servotech Make
	Solvent Unit - 2	Solvent Unit - 2 having Capacity of 600 TPD, Servotech Make
	BSS Refinery - 1	BSS Refinery - 1 having Capacity of 400 TPD, Chempro Make
	BSS Refinery - 2	BSS Refinery - 2 having Capacity of 200 TPD, Chempro Make
Cold Press	Cold Press - having Capacity of 84.14 TPD, Liberty Make	
R.S no. 269/8p/1p, Village Ratanpur, Taluka & Dist Porbandar, in the state of Gujarat, Pin Code - 360575	Wind farm-ADO-33	Wind farm-ADO-33 having Capacity of 1.25 MW, Adjustment Given by PGVCL
R.S no.14/P, Kadoli Village, Taluka Abdasa, Dist. Kachchh in the state of Gujarat, Pin Code - 370640	Wind farm M-16	Wind farm M-16, Vanu Phase - I, having Capacity of 1.25 MW, Adjustment Given by PGVCL



Regd. Office & Works: Dist. Raipur-41, 14, 50/para Para, SH. no-234, 101, 3rd Floor, G. Jurat (India)  
 Phone : +91-79-26204555, 26202334/36 Fax: +91-79-26204545 Email : grrk@gokulgroup.com  
 Distributor Unit: 100, Madanpur, Sector, Gokul Road, N. Shree Raipur, 10-4th Floor, Dist. Raipur-41, 14, 50/para Para, SH. no-234, 101, 3rd Floor, G. Jurat (India)  
 Phone : +91-79-26204555, 26202334/36 Fax: +91-79-26204545 Email : grrk@gokulgroup.com  
 Middle Refinery Unit: 100, Madanpur, Sector, Gokul Road, N. Shree Raipur, 10-4th Floor, Dist. Raipur-41, 14, 50/para Para, SH. no-234, 101, 3rd Floor, G. Jurat (India)  
 P.O. Sector 100, Madanpur, Sector, Gokul Road, N. Shree Raipur, 10-4th Floor, Dist. Raipur-41, 14, 50/para Para, SH. no-234, 101, 3rd Floor, G. Jurat (India)

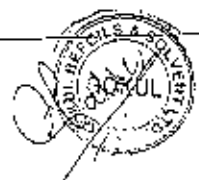


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### Gokul Refoils & Solvent Ltd.

Corporate Office:  
 "Gokul House", 43-Greenfield Road, Prabhli, Coimbatore City, Pin.  
 Coimbatore-560014, Maharashtra  
 Ahmednagar-430 001, Dist. Jalgaon, Gujarat  
 Phone: +91-93-2004525, 18616234555  
 Fax: +91-93-6630457; E-mail: pr@gokulrfoils.com  
 Circle: 8142671551/1C3/6/45

R.S.No. 34/2	Paiky, Motisindholi Village, Yafakes Abdasa, Dist. Kachchh In the state of Gujarat, Pin Code - 370640	Wind farm - V05	Wind farm - V05, Vorku Phase - I, having Capacity of 1.25 MW. Adjustment Given by UGVCL
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28/5  
 28/5  
 28/5



Regd. Office & Works: 34/2, Paiky, Motisindholi Village, Yafakes Abdasa, Dist. Kachchh In the state of Gujarat, Pin Code - 370640  
 Phone: +91-93-2004525, 18616234555; E-mail: pr@gokulrfoils.com  
 Ahmednagar-430 001, Dist. Jalgaon, Gujarat  
 Phone: +91-93-6630457; E-mail: pr@gokulrfoils.com  
 Circle: 8142671551/1C3/6/45





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### Gokul Refills & Solvent Ltd.

Corporate Office :  
Gokul Tower 1, 43-Sr. Small Corp. Housing Society Ltd.  
Opp. Shikhar Building, New Mangrola,  
Ahmedabad-380 079, Gujarat (India)  
Phone : +91-79-85304565, 68552285495  
Fax : +91-79-26334543 E-mail : gm@gokulgroup.com  
CIN: L15140GJ012PL3011142

### Part II

### Particulars of Leasehold / Sublease hold Properties

#### Annexure - V :- Land

Complete Address	Area in Sq. Meters
Lease Hold Plot No. 26 A: Kandla Port Trust, Outside West gate no: kandla port jetty , national highway S-A, Taluka Gandhidham, Dist. Kutch, in the state of Gujarat. Pin Code - 370201	18690
Sublease hold property, WindFarm-ADG-93 Land of E.S. no:289/87/13, Katanpur Village, Taluka & Dist. Porbandar, in the state of Gujarat Pin Code - 360579	10000
Sublease hold property, Wind Mill Land - No-15 at Survey No. 113/P. Situated At Kadod Village, Taluka Abdasa, Dist. Kutch in the state of Gujarat, Pin Code - 370640	10000



Handwritten initials and signature.



Head Office & Works : Sr. Mangrola-38-11, W. Sp. Housing Society, Gandhidham-380 079, Gandhidham.  
Phone : +91-79-85304565, 68552285495 Fax : +91-79-26334543 E-mail : gm@gokul.com  
Bunkhara Office : 55, Meghraj Road, Gandhidham, Tal. Porbandar, Dist. Porbandar, Gujarat-360 579  
Phone : +91-79-26334543 Fax : +91-79-26334543  
Taloa Refinery : Plot No. 149 P. No. Near Esar Petroleum, 4th G-1 Road, G. D. Doshi City Centre  
S.S. Bhatarva : Taluka Porbandar - Gandhidham - 360 579 (Gujarat) Phone : 0221 26205



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**Gokul Retails & Solvent Ltd.**

Corporate Office:  
 'Gokul Helix', 45-55/56/57, Co-op. Housing Society Ltd.  
 Opp. Shri Sri Building, Narayana  
 Hyderabad-500 008, Gokul/2/1/10  
 Phone: 01-46500333, 866102535435  
 Fax: 01-46500440 E-mail: gsr@gokulretails.com  
 URL: www.gokulretails.com

**Part III**

**Annexure - VI: Particulars of Investment in Shares & Securities:**

Description	No. Shares	Face Value	Current Value	Market Value
MAURIGO PVE LTD (SINGAPORE)	27,60,295	1 USD	9,30,75,250.00	



Corporate Office: Two Floor, 45/55/56/57, Co-op. Housing Society Ltd., Narayana, Hyderabad-500 008.  
 Phone: 01-46500333, 866102535435 Fax: 01-46500440 E-mail: gsr@gokulretails.com  
 Gokul Helix Ltd., 45/55/56/57, Co-op. Housing Society Ltd., Narayana, Hyderabad-500 008.  
 Phone: 01-46500333, 866102535435 Fax: 01-46500440  
 HUDA Railway Station, 11/11, 45/55/56/57, Co-op. Housing Society Ltd., Narayana, Hyderabad-500 008.  
 E.S. Bhargava, Block 11/11, 45/55/56/57, Co-op. Housing Society Ltd., Narayana, Hyderabad-500 008.



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### Gokul Refoils & Solvent Ltd.

Corporate Office :  
"Gokul House", 45-B Prasad Co-op. Housing Society Ltd.  
Opp. Paldi / Baidug, Navrangpura,  
Ahmedabad-380 008, Gujarat (India)  
Phone : 111-2-06304535, 079-25222047  
Fax : 07-79-00217543 E-mail : g133@gokulcorp.com  
DIN: L15177GJ/392PLC010743

#### Annexure - VII - Particulars of Bank Accounts:

Sr. No.	Bank & Branch	Type of Account	Account No.
1	STATE BANK OF INDIA	CURRENT	30193980529
2	STATE BANK OF INDIA	CURRENT	34547875013



Head Office & Works : State Highway, No-47, Nr. Badajpur Paldi, Badajpur-380 121, Dist. Patan, Gujarat (India)  
Phone : 079-2747422/2747423/2747424 Fax: 079-2747425/2747426 E-mail: info@gokulcorp.com  
Sole Agent : M/s. Vaspar-Batch, Gopada Road, Nr. Sharda Road, Vaspar, Tal. Kutch, Dist. Kutch-370 110 Gujarat (India)  
Phone: 079-2255121/079-2255122/079-2255123 Fax: 079-2255124/079-2255125  
Branch: Refinery, Nr. P. Road, P. Road, Nr. Kutch Road, P. Road, Dist. Kutch, Gujarat (India)  
16, Sharda Road, Kutch, Gujarat-370 110 (India) Phone: 079-2255126



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**Gokul Retails & Solvent Ltd.**

Corporate Office:  
 "Gokul House", 43-ShreeAMF Co-op. Housing Society Ltd.  
 Opp. Sankar Building, Navrangpura,  
 Navrangpura-380 002, Gujarat (India)  
 Phone : (+91-79) 6204553, 6261520, 66152  
 Fax : (+91-79) 6204543 E-mail : gret@gokulgroup.com  
 CIN: L12142GJ1992PLC008745

**Annexure - VIII: - Registration with Various Authorities under respective laws, Bodies etc.**

Name of Authority	Nature of registration	Registration Number
INCOME TAX DEPARTMENT	PAN	RKTC010403
	TAN	RKTG014503
SERVICE TAX DEPARTMENT	S.T.REG.NO.	AAACG8316NSTC01
	INPUT SERVICE DISTRIBUTOR	
EXCISE & CUSTOMS	REG.NO.	
	DGFT IE CODE NO.	
EXCISE REGISTRATION NO.	SIN No.	AAACG831ENTP201
		AAACG8316NXM002
MINISTRY OF INDUSTRIES		2555/SIA/I/MO/2010
GOVERNMENT OF INDIA		
PF REGISTRATION NO.		GJRAJ0041452000
ESI REGISTRATION		N.A.
FACTORY LICENCE NO.		304532
PROFESSIONAL TAX		02032001/12
REGISTRATION NO.		
CONTRACTUAL LABOUR		59/2003
REGISTRATION NO.		
Electric Connections		PGVCL Customer No. 31368 & 31511
Other License No.	Industrial Entrepreneur	2337/SIA/I/MO/ 2003
	Memorandum (IEM)	
	Industrial Entrepreneur	936/SIA/I/MO/ 2009
	Memorandum (IEM)	
	Industrial Entrepreneur	2555/SIA/I/MO/ 2010
	Memorandum (IEM)	
	Registration Certificate under	GUJ/45/2004
	Standards of Weights &	
	Measures (Packaged	
	Commodities) Rules, 1977	
	Registration Certificate of	0110000033
	Professions Tax	
	Registration Certificate of	173 G104000073
	Professions Tax	
	Employees Provident Fund	GJ/RJT/41432
	Registration Certificate under	VOP/GUJ/V-12/2004
	Vegetable Oil Products	
	(Regulation) Order, 1993	
	NOC for Chimney	BT/NOC/360-I/2004-06
	Service Tax Registration	AR/GIM/GTA-376/2004-05
	Certificate	
	Exemption for Storage of	PVVVCS



Regd. Office & Works: "Gokul House", An. 53Kms. 17Kms. S. Road-384 15', Dist. Patan, Gujarat, India.  
 Phone : (+91-79) 6204553, 6261520, 661520; Fax : (+91-79) 6204543 E-mail : gret@gokulgroup.com  
 Production Unit: 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, 101st, 102nd, 103rd, 104th, 105th, 106th, 107th, 108th, 109th, 110th, 111th, 112th, 113th, 114th, 115th, 116th, 117th, 118th, 119th, 120th, 121st, 122nd, 123rd, 124th, 125th, 126th, 127th, 128th, 129th, 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th, 139th, 140th, 141st, 142nd, 143rd, 144th, 145th, 146th, 147th, 148th, 149th, 150th, 151st, 152nd, 153rd, 154th, 155th, 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1012nd, 1013th, 1014th, 1015th, 1016th, 1017th, 1018th, 1019th, 1020th, 1021st, 1022nd, 1023rd, 1024th, 1025th, 1026th, 1027th, 1028th, 1029th, 1030th, 1031st, 1032nd, 1033rd, 1034th, 1035th, 1036th, 1037th, 1038th, 1039th, 1040th, 1041st, 1042nd, 1043rd, 1044th, 1045th, 1046th, 1047th, 1048th, 1049th, 1050th, 1051st, 1052nd, 1053rd, 1054th, 1055th, 1056th, 1057th, 1058th, 1059th, 1060th, 1061st, 1062nd, 1063rd, 1064th, 1065th, 1066th, 1067th, 1068th, 1069th, 1070th, 1071st, 1072nd, 1073rd, 1074th, 1075th, 1076th, 1077th, 1078th, 1079th, 1080th, 1081st, 1082nd, 1083rd, 1084th, 1085th, 1086th, 1087th, 1088th, 1089th, 1090th, 1091st, 1092nd, 1093rd, 1094th, 1095th, 1096th, 1097th, 1098th, 1099th, 1100th, 1101st, 1102nd, 1103rd, 1104th, 1105th, 1106th, 1107th, 1108th, 1109th, 1110th, 1111st, 1112nd, 1113th, 1114th, 1115th, 1116th, 1117th, 1118th, 1119th, 1120th, 1121st, 1122nd, 1123rd, 1124th, 1125th, 1126th, 1127th, 1128th, 1129th, 1130th, 1131st, 1132nd, 1133rd, 1134th, 1135th, 1136th, 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1262nd, 1263rd, 1264th, 1265th, 1266th, 1267th, 1268th, 1269th, 1270th, 1271st, 1272nd, 1273rd, 1274th, 1275th, 1276th, 1277th, 1278th, 1279th, 1280th, 1281st, 1282nd, 1283rd, 1284th, 1285th, 1286th, 1287th, 1288th, 1289th, 1290th, 1291st, 1292nd, 1293rd, 1294th, 1295th, 1296th, 1297th, 1298th, 1299th, 1300th, 1301st, 1302nd, 1303rd, 1304th, 1305th, 1306th, 1307th, 1308th, 1309th, 1310th, 1311st, 1312nd, 1313th, 1314th, 1315th, 1316th, 1317th, 1318th, 1319th, 1320th, 1321st, 1322nd, 1323rd, 1324th, 1325th, 1326th, 1327th, 1328th, 1329th, 1330th, 1331st, 1332nd, 1333rd, 1334th, 1335th, 1336th, 1337th, 1338th, 1339th, 1340th, 1341st, 1342nd, 1343rd, 1344th, 1345th, 1346th, 1347th, 1348th, 1349th, 1350th, 1351st, 1352nd, 1353rd, 1354th, 1355th, 1356th, 1357th, 1358th, 1359th, 1360th, 1361st, 1362nd, 1363rd, 1364th, 1365th, 1366th, 1367th, 1368th, 1369th, 1370th, 1371st, 1372nd, 1373rd, 1374th, 1375th, 1376th, 1377th, 1378th, 1379th, 1380th, 1381st, 1382nd, 1383rd, 1384th, 1385th, 1386th, 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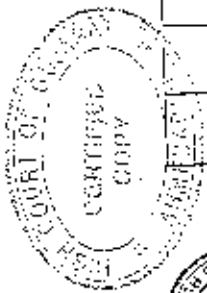
- 17 -

**Gokul Refoils & Solvent Ltd.**

Corporate Office :  
 "Gokul House", 40-Shyamoli Co-op. Housing Society Ltd.  
 Cpe. 25-Ahar Building, Navrangpura,  
 Ahmedabad-380 003, Gujarat (India)  
 Phone : +91-79-66524550, 66612531/5455  
 Fax : +91-79-66084643 E-mail : grol@gokulgroup.com  
 CIN : L1514GJ1992PLC176745

Hydrogen Gas. from SMPV(U) Rules, 1951	
GDA Permission for Erection of Industrial Buildings	No-30223 Issued Under No. 4 GDA(12311)/2005
Allotment Letter for Licenses from GHDCC, Parandhra	No. 4137
Factory Staffing Permission from Customs House	File No. VII/48-421 / MP&SEZ/ 07-06
Changes in Form ST-2	AAACG8316N ST001
Changes in Form ST-2	AAACG8315K ST001
Changes in Form ST-2	AAACG8315N ST001
Registration Certificate under Vegetable Oil Products (Regulation) Order, 1998	VOP/GUC/V-23/2009
Licence for Purchase / Sale/Storage of essential commodities	Licence No. 1/2004
Certificate of registration under Edible Oil Packing (Regulation) Order	EOP/1/2004
Licence for Boiler No. BC-028 ( Water tube FBC) : 725 M-square (BMT)	GT-4685
Licence for Boiler No. BC-034 ( Water tube FBC) : 388.4 M-square (BMT)	GT-4790
Licence for Boiler No. 10.8541-A ( Coil type water tube) : 55 M-square, GEKA # 1, Refinery Boiler	GT-4807
Licence for Boiler No. 10.8541-B ( Coil type water tube) : 55 M-square, GEKA # 2, Refinery Boiler	GT-4806
Validation Certificate for Automatic Filling Machines under Legal Metrology Act	085/51
Validation Certificate for 1-Lit. Pouch Filling Machines under Legal Metrology Act	26/75
Validation Certificate for 100MT Electronic Weighbridge under Legal Metrology Act	26/71
Validation Certificate for Electronic Weigh balances under Legal Metrology Act	63/44

10/10/2010  
 10/10/2010  
 10/10/2010



Regn. Office & Works : Sakinagar, C-41, V. Sanyal Park, Sector-089, 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, 101st, 102nd, 103rd, 104th, 105th, 106th, 107th, 108th, 109th, 110th, 111th, 112th, 113th, 114th, 115th, 116th, 117th, 118th, 119th, 120th, 121st, 122nd, 123rd, 124th, 125th, 126th, 127th, 128th, 129th, 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th, 139th, 140th, 141st, 142nd, 143rd, 144th, 145th, 146th, 147th, 148th, 149th, 150th, 151st, 152nd, 153rd, 154th, 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- 18 - **Gokul Refoils & Solvent Ltd.**

Corporate Office:  
 "Gokul House", 48-B, Small Circle Housing Society Ltd.  
 Opp. Sakinaka, 47th Cross, Bangalore-56.  
 Ahmedabad-380 019, Gujarat (India)  
 Phone : +91-78-68554554, 56612505455  
 Fax : +91-78-68394555 Email : gcr@gokulrefoils.com  
 C.V. No: 423/022PL/0013745

Validation Certificate for CI Weights - 100 Nos. Weight - 20 Kg. 1	31/31
Validation Certificate for CI Weights - 6 Nos.	18/22
Validation Certificate for Bulbina Weights - 8 Nos.	18/18
Validation Certificate for Drum Filling M/c - 300 Kg. (Sr. No. 0705016615e20g)	8/100
Certificate of Calibration - Pressure Gauge	695 to 700/09-10
Certificate of Calibration - Spring Balance	22250/07-08
Certificate of Calibration - Vernier Caliper	08/08/8024
Certificate of Calibration - Micrometer	09/08/8025
Certificate of Authorisation (AGMARK) Licence for Blended Edible Vegetable Oil	A/1 No. 9491 (PC No. Q/11020//192/BBVO/2015/1&JT)
B.S. Certification Marks Licence for Dies	CM/L No. 7317973 : IS No. 13325:2000
Licence for Light Diesel Oil (LDO)	Licence No. 1/09
Licence for Import and Storage of Petroleum Class S & C	P/PQ/02/15/453C/P570561
Licence for LDC, Furnace Oil and Hexane (Petroleum Class-A)	Solvent Licence No. 52/2004 (Addition of Hexane under Lic. No. P/HQ/03/16/4952 (P201215))
Licence for Use of Rectified Spirit - II	Renewed Licence No. 04/2005-2006
Licence for manufacture & Sale of Castor Oil	07/28/1333
Licence under Food Safety and Standards (FSS) Act	10012021000378
Factory Licence (Registration No. 15/14/1/275 A)	First Licence No. 91263, Renewal Licence No. 4932
File No Objection Certificate (ISO 22000:2005 Certification)	3475FSM002, Latest : 3475-02
BS CHSAS 18001, 2007 Certification	111122-01
Registration Certificate by Joint: Utuma Retail Foundation	Registration No. : 08

Age  
 35



Head Office & Works: Sakinaka Road, 48-B, Small Circle Housing Society Ltd. 2nd Floor, Opp. Sakinaka, Bangalore-56.  
 Phone: +91-78-68554554, 56612505455 Fax: +91-78-68394555 Email: gcr@gokulrefoils.com  
 South India Unit: 25, High Street, Sripada Road, In. Chandra Nagar, Madurai, Dist. Kanchi-625 016 (Tamil Nadu)  
 Phone: +91-8550-247021, 76117118174 Fax: +91-8550-247021  
 Haldia Railway Unit: 1/1, 1/2, Fish Market, Bapat Nagar, Haldia, P.O. Haldia, P.S. Chhatra, Dist. Bardhaman, West Bengal-741001  
 E.S. Production: Machi Furta - Haldia - West Bengal - 741001 (West Bengal) Phone: +91-91-2224222650



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**Gokul Refoils & Solvent Ltd.**

Corporate Office :  
 "Gokul House", 45-Shrimali Coop. Housing Society Ltd.  
 Opp. Shikhar Building, Navrangpura,  
 Ahmedabad-380 022, Gujarat (India).  
 Phone : +91-79-66004566 662/ 63335052  
 Fax : +91-79-66004519 E-mail : gsr@gokulrefoils.com  
 CIN: L15142GJ1982PLC00746

Consolidated Consent & Authorization (CC & A) under Gujarat Pollution Control Board	First Consent Order No. 3774 Latest Consent Order No. AWH-63949
No Objection Certificate (NOC) under Gujarat Pollution Control Board	First Consent Order No. FT/82/26476 Latest Consent Order No. CTE-43235
Certificate of Registration as Star Trading House	No. JD/C104 (File No. 08/75/105/00145/AM15
Certificate of Orthodox Union, USA	Letter of Certification
Technical Inspection Report by Army	
Hygiene Inspection Report by Army	
License for Boiler No. BG-091 / Water tube FBC: 950 M-square (27MT)	GT-5603
License for Boiler No. BL-031 / Water tube / 988 M-square (27.5MT)	GT-7414
Validation Certificate for 100MT Electronic Weighbridge under Legal Metrology Act	34/46
License for Storage of Petroleum Product Class "A" (Hexane)	P/HQ/GJ/15/ 4952 (P201915)
License for Storage of Petroleum Product Class "A" (Hexane)	P/HQ/GJ/15/ 5224 (P268190)
Consolidated Consent & Authorization (CC & A) under Gujarat Pollution Control Board	First Consent Order No. AWH-32955. Latest Consent Order No. AWH-62132
No Objection Certificate (NOC) under Gujarat Pollution Control Board	First Consent Order No. OPCB/ OCA-KUTCH-468/ 26911. Latest Consent Order No. CTE-43333
No Objection Certificate (NOC) under Gujarat Pollution Control Board	CTB-67263 (For Hydro. Castor Oil / Palm Stearic
GMP 52 (2010) Certification for Production of Feed Ingredients	Certificate No. - 0822522GXP - 02.2012
License for Production, Storage and Sale of Edible Oils - Vanaspathi under Prevention of Food Adulteration Act, 1954	AD/BJC/BU/135

Asst. P. M.



Regd. Office & Works : 5120, Moti Chok, No. 1, Nr. 54, 1st Floor, Sakinaka, 380 015, Gida, Poram, Gujarat (India)  
 Phone : +91-79-2373-3221/3, 231943 Fax : +91-79-233476 E-mail: gsr@gokulrefoils.com  
 Gokul Refoils Ltd. (Incorporated in India) Registered Office: Sakinaka Road, Nr. Sakinaka, Poram, Tal. Poram, Dist. Ahmedabad-380 015 (Guj)  
 Phone : +91-79-2373-3221/3, 231943 Fax : +91-79-233476  
 Gokul Refoils (India) P. L. Ch. 143, Moti Chok, Sakinaka, Poram, Tal. Poram, Dist. Ahmedabad, Gujarat-380 015, India.  
 P.O. Sakinaka, Poram Taluka - Ahmedabad - 380 015 (Guj) India Phone: 9328-20269



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### Gokul Refoils & Solvent Ltd.

Corporate Office :  
"Gokul House", 13-B, Vamsi Co-Op. Housing Society Ltd.  
Opp. Sri Sri Building, New Market,  
At Madhav-nagar 560 012, Bangalore India  
Phone : 23715-8334553, 366131316455  
Fax : 49129-61384571 E-mail : gokul@gokulgroup.com  
CIN : L51420J1992P0004305

#### Annexure - IX: TRADE MARKS - Registered

Application No.	Class	Trade Mark	Date	Date Up to
2170421	29	BISCCPRIDE	05.07.2011	05.07.2021
2170419	29	PLFFPRIDE	05.07.2011	07.07.2021
2170422	30	PUSFFPRIDE	05.07.2011	05.07.2021
2170424	30	BISCCPRIDE	05.07.2011	05.07.2021
2170420	29	CREAMPRIDE	05.07.2011	05.07.2021
2170423	30	CREAMPRIDE	05.07.2011	05.07.2021

for



*Handwritten signature/initials*



Regd. Office & Works : Sri Srinivas Co-Op. Housing Society Ltd., 13-B, Vamsi Co-Op. Housing Society Ltd., Opp. Sri Sri Building, New Market, At Madhav-nagar 560 012, Bangalore India  
Phone : 23715-8334553, 366131316455 E-mail : gokul@gokulgroup.com  
Corporate Office : Sri Srinivas Co-Op. Housing Society Ltd., Opp. Sri Sri Building, New Market, At Madhav-nagar 560 012, Bangalore India  
Phone : 23715-8334553, 366131316455 E-mail : gokul@gokulgroup.com  
Branch Office : Sri Srinivas Co-Op. Housing Society Ltd., Opp. Sri Sri Building, New Market, At Madhav-nagar 560 012, Bangalore India  
Phone : 23715-8334553, 366131316455 E-mail : gokul@gokulgroup.com



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**Gokul Refoils & Solvent Ltd.**

Corporate Office :  
 'Gokul House', 43-Simonsall Coop, Hecsing Sealdy Ltd,  
 Cop. Sankar Building, Navrangpura,  
 Ahmedabad-380 002, Gujarat (India)  
 Phone : +91-79-65304952, 65315251/5435  
 Fax : +91-79-65304543 E-mail : gres@gokulgroup.com  
 CIN: L15426GJ292PLC010174E

**Annexure - X: TRADE MARKS - Unregistered**

Application No.	Class	Trade Mark	Date	Remarks
2520524	29	Mahsk	29.10.2013	Formalities Checked
2620525	29	Vitalife	29.10.2013	Formalities Checked
2638175	29	Zeika Super Lite	05.12.2013	Formalities Checked
2715268	29	Uzna	15.04.2014	New Application
2725064	29	Pride	25.04.2014	New Application
2875288	29	RICHFIELD WITH DEVICE OF COOK AND SAMOSA	05.01.2015	New Application
2875289	29	VITALIFE WITH DEVICE OF GROUNDNUT	05.01.2015	New Application
2875290	29	VITALIFE WITH DEVICE OF SOYABEAN	05.01.2015	New Application
2875291	29	VITALIFE WITH DEVICE OF SUNFLOWER	05.01.2015	New Application
2875292	29	VITALIFE WITH DEVICE OF RICEBRAN	05.01.2015	New Application
2875293	29	VITALIFE WITH DEVICE OF COTTONSEED	05.01.2015	New Application
2875294	29	MAHEK WITH DEVICE OF GHEE	05.01.2015	New Application
2875295	29	MAHEK WITH DEVICE OF OIL	05.01.2015	New Application
2530922	29	Zeika plus	14.05.2013	Formalities Checked

*Handwritten signature/initials*



Reg. Office & Works : Bano Highway No. 11, Sakinaka, Sakinaka-380 151, Dist. Patan, Gujarat (India)  
 Phone : +91-271-229276, 229278 Fax : +91-271-229475 E-mail : gres@gokul.com  
 Enchithan Udi, 58, Nagnan Borely, Gandevi Road, N. Shant Nagar, Gandevi, Dist. Kutch-370 110 Gujarat (India)  
 Phone : +91-2836-247075, 247076 Fax : +91-2836-247082  
 Gokul Refoils Ltd. (I.L.N.), 149, P.O. Kankar Eshan, Sakinaka, P.P.L. Road, B.O. Doshiy, Dist. Gandevi,  
 P.S. Shreepur, Hada Pura - Gandevi-370101 (Dist Gandevi), Phone : 02224 252629





**Gokul Refoils & Solvent Ltd.**

Corporate Office:  
 "Gokul House", 45-Shriyam/1 Group, Housing Society Ltd.  
 Opp. S.T. Depot Building, New Mangalore.  
 Andhra Pradesh-500 301, Guntur District.  
 Phone: 0873-0020412, 0873-0020415  
 Fax: 0873-0020413 Email: goka@rediffmail.com  
 CIN: L15426JH122PLG010145

Reliance General Insurance Co.Ltd.	1602742312009036	Motor Cycle
Reliance General Insurance Co.Ltd.	1602742312002986	Motor Cycle
Reliance General Insurance Co.Ltd.	1602242311000336	LMV Car
Reliance General Insurance Co.Ltd.	1602242311000433	LMV Car
Reliance General Insurance Co.Ltd.	1602742312004096	Motor Cycle
Reliance General Insurance Co.Ltd.	1602352334000134	Chota Hathi
Reliance General Insurance Co.Ltd.	1602252340000192	TATA Bus
Reliance General Insurance Co.Ltd.	1602252311001387	Accident



Regd. Office & Works : 5th Floor, 11-46, H. Sagarpet Circle, SR Nagar, 151, Old Post, Guntur, Andhra Pradesh  
 Phone: 0873-0020412, 0020415 Fax: 0873-0020413 Email: goka@rediffmail.com  
 Goddard Street, 158, Krishna-Sector, 2nd Floor, B. S. Rama Prasad, 1st Floor, Old Post, Guntur-500 011 Andhra Pradesh  
 Phone: 0873-0020412, 0020415 Fax: 0873-0020413  
 Andhra Pradesh - 500 011, Old Post, Krishna-Sector, 2nd Floor, B. S. Rama Prasad, 1st Floor, Old Post, Guntur-500 011  
 e-mail: goka@rediffmail.com



**Gokul Refoils & Solvent L**

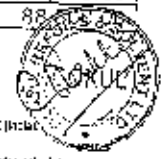
Corporate Office :  
 "Gokul House", 45-Shreeam-De-opp, Housing Society,  
 Opp. Shikhar Building, Nowrangpur,  
 Ahmedabad-380 028, Gujarat (India)  
 Phone : +91-79-65204355, 6861025350/53  
 Fax : +91-79-65104345 E-mail : gsr@gokulgroup.com  
 CIN : L25142GJ1952PL10014745

**Annexure - XII: Foreign LC, Local LC & EPC Details**

Foreign LC Number	Bank	USD Outstanding
71110151M0000002	SBI	17,63,750.05
00546151M0015043	CEI	3,18,273.15
71110151M0000003	SBI	8,73,498.56
05054151M00000356	SBI	90,000.00
2035FLCDA150011	BOI	12,44,533.62
GAC1291440	J&K	58,16,048.68
GAC1291441	J & K	58,65,006.62
4441FLCDA1500225/15	PNB	19,82,105.26
GA01291441	J & K	41,51,355.84
05054151M00000098	SBI	35,62,467.75
00546151M0015032	CEI	44,87,784.97
50350NOC012/15	UBI	23,77,451.43
EC350NOC014/15	UBI	11,72,109.88
2035FLCDA150020	BOI	23,47,485.17
50350NOC019/15	UBI	45,59,806.64
2035FLCDA150018	BOI	29,45,853.95
2035FLCDA150023	BOI	15,10,840.12
00546151M0015090	CEI	18,02,915.60
50350NOC020/15	UBI	4,00,500.50
05054151M00000348	SBI	19,14,452.21
2035FLCDA150022	BOI	6,90,771.52
05054151M00000285	SBI	25,84,829.83
50350NOC018/15	UBI	39,35,619.63
05054151M00000340	SBI	21,57,141.92
50350NOC025/15	UBI	3,40,478.34
04038151M00000007	SBI	23,07,858.74
05054151M00000345	SBI	6,44,051.51
03054151M00000331	SBI	25,79,170.52
05054151M00000330	SBI	2,82,519.53
05054151M00000342	SBI	10,36,438.11
05054151M00000324	SBI	31,29,773.07
05054151M00000407	SBI	7,08,178.18
05054151M00000341	SBI	12,75,252.93
05054151M00000382	SBI	43,65,790.35
05054151M00000406	SBI	19,45,507.25
04038151M00000005	SBI	45,94,500.00
00546151M0015074	CEI	37,24,375.00
04038151M0000044	SBI	88



Head Office : Ahmed : State Highway No-11, No. 2/Manor Para, Sakinaka-380 151, Dist. Patan, Gujarat (India)  
 Phone : +91-79-65204355, 6861025350/53 E-mail : gsr@gokulgroup.com  
 G-d-Idham-Unit : 80, Sector-50/11, Suburban Road, Raj Bhava Area, D-W-10, Dist. Kutch-370 112 Subpatan (India)  
 Phone : +91-2220-247025/27/28/29/30/31/32/33/34/35 Fax: 40-2598-247036  
 Hotel Refinery J-10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35  
 B.S. 3/4/5/6/7/8/9/10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35









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**Gokul Refoils & Solvent Ltd.**

Corporate Office :  
 'Gokul House', 43, Elfreeman Co-op. Housing Society Ltd.  
 Opp. Shikhar Building, Navrangpura,  
 Ahmedabad-380 019, Gujarat, India.  
 Phone : +91-79-26304559, 685702364055  
 Fax : +91-79-26304543 E-mail : grol@gokulgroup.com  
 CIN: L2142GJ1995PL016705

**Bank Guarantee:**

Issue Date	Expiry Date	BG Number	Amount	In Favor Of
14-June-2013	13-June-2016	0505412800019035	2,87,000	COMMISSIONER OF COMMERCIAL TAX, INDORE, MADHYA PRADESH
17-July-2013	15-July-2015	0505412800019304	2,60,250	COMMISSIONER OF COMMERCIAL TAX, INDORE, MADHYA PRADESH
17-June-2014	30-June-2015	0505414800022099	52,500	DEPT. COMMISSIONER TSC, CHAZIABAD
12-Sept-2014	12-Sept-2015	444FLG0013114	79,99,923	USD131146.28 @ 61.00 FOR AMIKOS SHIPPING LIMITED MALTA
24-June-2014	31-Aug-2015	444FLG002214	1,45,05,000	A.P.O.
02-Sept-2014	30-Sept-2015	444FLG0023014	1,59,98,785	A.P.O.
02-Sept-2014	30-Sept-2015	444FLG003114	28,83,983	A.P.O.
02-Sept-2014	30-Sept-2015	444FLG003314	30,21,315	A.P.O.
02-Sept-2014	30-Sept-2015	444FLG003314	30,21,315	A.P.O.
19-Nov-2014	31-Dec-2015	44411LG004714	1,28,82,235	A.P.O.
19-Nov-2014	31-Dec-2015	44411LG004814	20,27,850	A.P.O.
19-Nov-2014	31-Dec-2015	44411LG004614	22,81,655	A.P.O.
23-Feb-2015	31-Mar-2016	44411LG001415	1,35,37,260	A.P.O.
07-May-2015	30-June-2016	44411LG003815	26,11,650	A.P.O.
07-May-2015	31-July-2016	44411LG003715	26,11,650	A.P.O.
07-May-2015	31-July-2016	44411LG003615	89,69,410	A.P.O.
20-May-2015	30-June-2016	44411LG000515	1,00,000	DEPUTY EXCISE AND TAXATION COMMISSIONER, KARNAL - HARYANA
20-May-2015	30-June-2016	44411LG000315	1,00,000	DEPUTY EXCISE AND TAXATION COMMISSIONER, KARNAL - HARYANA
Total			9,31,59,561	



Regd. Office & Works : State Highway No.47, Nr. Dabholi Park, 5th/6th-184-187, Eka, Palan, Gujarat (India).  
 Phone : +91-79-26304559, 685702364055 E-mail : grol@gokulgroup.com  
 Distribution Unit: 25, Veerjee-Borchi, Gandhinagar, Road No. 21, Ahmedabad, Gujarat, India. Phone : +91-79-26304559, 685702364055  
 Nalla Railway Line, 146, Thakkar-Bhai-Essar-Industrial, HPL, Opp. Road, P.O. Gadhok Day Centre,  
 P.S. Bhatnagar, District Porbandar - Maharashtra - 121207 India. Phone : +91-22-26304559



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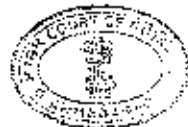
**Gokul Refoils & Solvent Ltd.**

Corporate Office :  
 "Gokul House", 45-Bhrejmal Co-ops. Housing Society Ltd.  
 Co-ops. Bhajar Building, Navrangpura.  
 Ahmedabad-380 005, Gujarat (India)  
 Phone : +91-79-82364385, 86812852456  
 Fax : +91-79-6696533 E-mail : grr@gokulgroup.com  
 DIN: L15142GJ1992PLC010345

**Annexure - XIII: Export Dollar & Import Dollar Outstanding**

**A. Export Dollar Outstanding:**

SANK REF NO.	Date of Booking	BANK	USD Outstanding	Maturity Date	RATE	PREMIUM	Margin	Spot Rate
0147P15079	29-Jan-15	J & K	343,000.00	30-Jun-15	63.480	1.880	0.005	61.605
0147P15101	2-Feb-15	J & K	185,573.00	30-Jun-15	63.643	1.930	0.005	61.815
0147P15107	4-Feb-15	J & K	523,000.00	30-Jun-15	65.030	1.860	0.005	61.775
0147P15248	13-Mar-15	J & K	80,000.00	30-Jun-15	64.325	1.450	0.005	62.900
0147P15357	20-Apr-15	J & K	345,000.00	30-Jun-15	63.605	0.000	0.005	62.310
0147P15373	20-Apr-15	J & K	500,000.00	31-Jul-15	64.125	1.310	0.005	62.820
0147P15574	20-Apr-15	J & K	500,000.00	31-Jul-15	61.085	1.510	0.005	62.780
0147P15407	24-Apr-15	J & K	500,000.00	31-Jul-15	64.555	1.270	0.005	63.400
0147P15447	7-May-15	J & K	500,000.00	30-Jun-15	64.545	0.665	0.005	63.885
0147P15454	7-May-15	J & K	500,000.00	30-Jun-15	64.790	0.485	0.005	64.130
0147P15457	7-May-15	J & K	500,000.00	10-Jul-15	64.980	0.765	0.005	64.200
0147P15474	12-May-15	J & K	380,848.45	22-Jun-15	64.640	0.485	0.005	64.150
0147P15475	12-May-15	J & K	500,000.00	22-Jun-15	64.550	0.495	0.005	64.160
0147P15478	13-May-15	J & K	1,557,400.00	30-Jun-15	64.140	0.515	0.005	63.630
0147P15479	19-May-15	J & K	217,360.00	31-Jul-15	64.555	0.015	0.005	63.645
0147P15480	19-May-15	J & K	120,190.00	30-Sep-15	65.330	1.590	0.005	63.645
0147P15481	19-May-15	J & K	135,880.00	30-Nov-15	65.090	2.450	0.005	63.645
0147P15486	20-May-15	J & K	1,304,000.00	15-Jul-15	64.475	0.710	0.005	63.770
0147P15504	25-May-15	J & K	1,000,000.00	15-Jul-15	64.273	0.615	0.005	63.613
0147P15505	25-May-15	J & K	297,000.00	15-Jul-15	64.230	0.615	0.005	63.620
0147P15506	25-May-15	J & K	568,000.00	15-Jul-15	64.120	0.515	0.005	63.650
0147P15491	26-May-15	J & K	172,500.00	15-Jul-15	64.485	0.610	0.005	63.880
0147P15490	27-May-15	J & K	642,000.00	15-Jul-15	64.330	0.580	0.005	64.055
0147P15500	28-May-15	J & K	1,025,900.00	31-Jul-15	64.675	0.760	0.005	63.920
0147P15501	28-May-15	J & K	527,300.00	30-Sep-15	65.430	1.315	0.005	63.920
0147P15492	29-May-15	J & K	844,430.47	30-Jun-15	64.150	0.350	0.000	63.800
0147P15495	4-Jun-15	J & K	268,000.00	15-Oct-15	65.750	1.615	0.005	64.150
0147P15496	4-Jun-15	J & K	336,000.00	17-Aug-15	65.005	0.850	0.005	64.150
0147P15497	6-Jun-15	J & K	500,000.00	17-Aug-15	65.040	0.860	0.005	64.185
0147P15498	4-Jun-15	J & K	355,000.00	31-Jul-15	64.568	0.660	0.005	64.013
0147P15501	5-Jun-15	J & K	316,000.00	31-Jul-15	64.598	0.630	0.005	63.953
	12-Jul-15	J & K	384,000.00	31-Jul-15	64.470	0.555	0.005	63.920



Regd. Office & Works : 2015 Highway No. 1, 4th Stage, Falb. Station-36 131, Dp. Extn. Bhujal, Ind. E.  
 Phone : +91-79-82364385, 86812852456 Fax : +91-79-6696533 E-mail : grr@gokulgroup.com  
 69-Dharam Unit 103, Meghraj-Bh. Rd. Solapur Road, Nr. Shree Road, Tal. N. S. Dist. 370 110 Gujarat, India  
 Phone : +91-2325-247251/70177/70179 Fax : +91-2325-247280  
 Jaldi Railway Unit: J.L.N. 45 Malhar Near Tassar Road, 477, Uda Road, P.O. Dabhoi City, Gujarat  
 P.B. Bhitarapur, Haridwar, Uttarakhand - 721 001 India Phone : 03594 251335



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**Gokul Refoils & Solvent Ltd.**

Corporate Office:  
 "Sokul House", 43-Bhramari Co-op. Housing Society Ltd.  
 Opp. Sankar Building, Naraina, New Delhi  
 41, Mathura Road, Gurgaon, Haryana  
 Phone: 494146830455, 981122319455  
 Fax: 911294630443 Email: gokul@rediffmail.com  
 CIN: L11142GJ1992PLCN1745

	17-Mar-15	J & K	150,000.00	31-Jul-15	64,350	0.415	0.005	64,135
	16-Jun-15	J & K	310,000.00	31-Aug-15	65,015	0.210	0.003	64,100
	15-Jun-15	J & K	282,000.00	14-Sep-15	64,201	0.201	0.004	64,201
	16-Jun-15	J & K	763,000.00	31-Aug-15	65,135	0.125	0.003	64,135
01.47913483	27-May-14	J & K	214,000.00	30-Jun-15	34,390	0.405	0.003	33,990
	18-Jun-15	J & K	354,000.00	31-Aug-15	54,155	0.210	0.005	63,100
	18-Jun-15	J & K	300,000.00	30-Nov-15	74,093	3.430	0.005	72,570
	Total:		18,781,633.92					



*S. Arora*  
*S. Arora*  
*S. Arora*



Head Office: New Delhi: 43-Bhramari Co-op. Housing Society Ltd., Opp. Sankar Building, Naraina, New Delhi  
 Phone: 494146830455, 981122319455 Email: gokul@rediffmail.com  
 Gurgaon: 41, Mathura Road, Gurgaon, Haryana, Opp. Sankar Building, Joka Road, Gurgaon, Haryana  
 Phone: 911294630443, 981122319455 Email: gokul@rediffmail.com  
 Kolar Refinery: 4, 148 Feet, No. 400, Sector Park, Opp. HP, Durgam Cheruvu, Hyderabad  
 Phone: 911294630443, 981122319455 Email: gokul@rediffmail.com





**Gokul Refoils & Solvent Ltd.**

Corporate Office :  
 Gokul P.O. No. 1, 43-Street, Small Co-op. Housing Society Ltd.  
 Opp. Shikhar Building, Navrangpura,  
 Ahmedabad-38, 003, Gujarat (India)  
 Phone : +91-79-6694565, 6691523/5400  
 Fax : +91-79-6690454/ E-mail : gm@gokulgroup.com  
 CMC : L14142GJ1899P1-C015746

J & K	23-Dec-14	30-Nov-15	400,000.00	63.410	4.040	0.005
J & K	29-Dec-14	31-Dec-15	500,000.00	63.670	4.250	0.005
J & K	29-Dec-14	31-Dec-15	500,000.00	63.675	4.250	0.005
J & K	30-Dec-14	31-Dec-15	700,000.00	63.750	4.285	0.005
J & K	30-Dec-14	31-Dec-15	700,000.00	63.750	4.270	0.005
J & K	30-Dec-14	31-Dec-15	1,000,000.00	63.550	4.280	0.005
J & K	30-Dec-14	31-Dec-15	500,000.00	63.500	4.295	0.005
J & K	30-Dec-14	31-Dec-15	500,000.00	63.430	4.320	0.005
J & K	30-Dec-14	31-Dec-15	500,000.00	63.400	4.320	0.005
J & K	31-Dec-14	31-Dec-15	500,000.00	63.370	4.330	0.005
J & K	31-Dec-14	31-Dec-15	500,000.00	63.300	4.330	0.005
J & K	31-Dec-14	31-Dec-15	500,000.00	63.250	4.340	0.005
J & K	31-Dec-14	31-Dec-15	500,000.00	63.200	4.350	0.005
J & K	31-Dec-14	31-Dec-15	500,000.00	63.170	4.305	0.005
J & K	08-Jan-15	31-Dec-15	500,000.00	62.600	4.230	0.005
J & K	08-Jan-15	31-Dec-15	500,000.00	62.755	4.240	0.005
J & K	09-Jan-15	31-Dec-15	500,000.00	62.410	4.240	0.005
J & K	30-Jan-15	29-Jan-15	500,000.00	61.850	4.245	0.005
J & K	02-Feb-15	29-Jan-15	1,000,000.00	61.505	4.160	0.005
J & K	06-Feb-15	25-Jan-16	500,000.00	61.705	4.290	0.005
J & K	14-May-15	30-Apr-15	10,000,000.00	63.905	4.375	0.005
J & K	14-May-15	30-Apr-16	5,000,000.00	63.850	4.383	0.005
J & K	14-May-15	30-Apr-15	2,000,000.00	63.750	4.373	0.005
J & K	15-May-15	30-Apr-15	1,000,000.00	63.430	4.355	0.005
J & K	15-May-15	30-Apr-16	1,000,000.00	63.550	4.370	0.005
J & K	18-May-15	30-Apr-15	1,000,000.00	63.030	4.330	0.005
J & K	18-May-15	30-Apr-16	1,000,000.00	63.600	4.330	0.005
J & K	18-May-15	30-Apr-15	1,000,000.00	63.663	4.325	0.005
J & K	19-May-15	30-Apr-16	1,000,000.00	63.700	4.300	0.005
J & K	26-May-15	30-Apr-16	500,000.00	63.663	4.195	0.005
J & K	28-May-15	30-Apr-16	500,000.00	63.850	4.070	0.005
J & K	28-May-15	30-Apr-16	500,000.00	63.800	4.065	0.005
J & K	29-May-15	30-Apr-15	500,000.00	63.750	4.040	0.005
J & K	10-Jun-15	31-May-15	500,000.00	63.730	4.390	0.005
J & K	10-Jun-15	31-May-15	1,000,000.00	63.845	4.390	0.005
J & K	10-Jun-15	31-May-15	1,000,000.00	63.835	4.393	0.005
J & K	10-Jun-15	31-May-15	1,000,000.00	63.800	4.390	0.005
J & K	18-Jun-15	31-May-15	1,000,000.00	63.835	4.290	0.005
J & K	18-Jun-15	31-May-15	1,000,000.00	63.870	4.290	0.005



Regd. Office & Works : Shiv Highway No. 41, Gurgaon, Haryana, India. Dist. P.O. Gurgaon, Haryana, India.  
 Phone : +91-202-220075, 220076 Fax : +91-202-220075 E-mail : gm@gokulgroup.com  
 Anandkumar Ch. 15, Regd. Office, Calcutta Road, Nr. Shree Ramon, Tehran, Iran. Tel : 021-710 110 Gurgaon, India  
 Phone : +91-202-220151, 75, 77, 78, 79 Fax : +91-202-220070  
 Gokul Refoils Ltd. 11, N. 149, P.O. Near Ganga Canal, Gurgaon, Haryana, India. Dist. P.O. Gurgaon, Haryana, India  
 P.O. Bhatnagar, Haryana, India. Phone : +91-202-220075 Fax : +91-202-220070





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**Gokul Refoils & Solvent Ltd.**

Corporate Office :  
 'GoPal House', 43-6, Universal Co-op. Housing Society Ltd.  
 Opp. Shikhar Building, New Market,  
 Chhatrapati Shivaji Maharaj Road, Mumbai - 400 002  
 Phone : +91-22-46622525, 46622526  
 Fax : +91-22-46622523 E-mail : gm@GokulRef.com  
 Call : +91226-19929-107/108

J & K	16-Jun-15	31-May-15	1,000,000.00	63.560	4.290	0.005
J & K	18-Jun-15	31-May-15	500,000.00	37.850	4.250	0.005
J & K	18-Jun-15	31-May-15	350,000.00	63.800	4.290	0.005
J & K	28-Jun-15	31-May-15	500,000.00	37.750	4.290	0.005
J & K	17-Jun-15	31-May-15	500,000.00	63.760	4.250	0.005
J & K	16-Jun-15	31-May-15	500,000.00	37.810	4.280	0.005
S9I	04-Aug-14	31-Jul-15	1,000,000.00	60.340	4.350	0.005
S9I	04-Sep-14	31-Jul-15	500,000.00	30.455	4.350	0.005
S9I	15-Jan-15	31-Dec-14	250,000.00	31.730	4.310	0.010
U6I	18-Sep-14	31-Aug-15	16,974.00	60.350	4.760	0.010
JB	24-Sep-14	29-Jan-15	500,000.00	30.970	4.335	0.010
S3T	02-Jun-15	31-Jun-15	878,493.00	65.030	3.265	0.015
			61,805,475.00			

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Signature of the Director of the company



*Handwritten signature/initials*



Regional Office :  
 1st Floor, 'Gokul House', 43-6, Universal Co-op. Housing Society Ltd.,  
 Opp. Shikhar Building, New Market, Chhatrapati Shivaji Maharaj Road,  
 Mumbai - 400 002. Phone : +91-22-46622525, 46622526  
 Fax : +91-22-46622523 E-mail : gm@GokulRef.com  
 Head Office :  
 1st Floor, 'Gokul House', 43-6, Universal Co-op. Housing Society Ltd.,  
 Opp. Shikhar Building, New Market, Chhatrapati Shivaji Maharaj Road,  
 Mumbai - 400 002. Phone : +91-22-46622525, 46622526  
 Fax : +91-22-46622523 E-mail : gm@GokulRef.com



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### Gokul Refoils & Solvent Ltd.

Corporate Office :  
"Sri Krishna", 85-87 Primal-Co-op. Housing Society CH,  
Opp. S. K. C. B. Bldg. Sr. V. Road,  
A. S. Road - 380 001, Gandhinagar,  
Gurgaon - 122 002, Haryana  
Phone : +91-12-26524753, 265122484/54  
Fax : +91-12-61304571 E-mail : grr1@gokulrefoil.com  
CIN : L15143G-19932P-5017345

List of Assets of the Siddhyar Undertaking of Gokul Refoils & Solvent Limited, as on 31 June, 2015 to be transferred to Gokul Agri International Limited, pursuant to the scheme sanctioned by the Hon'ble Gujarat High Court.

#### Schedule

#### Part I

#### Particulars of Freehold Properties

- (i) Land:- Annexure - I
- (ii) Building:- Annexure - II
- (iii) Plant & Machinery:- Annexure - III
- (iv) Vehicles:- Annexure - IV

#### Part II

#### Particulars of Leasehold Properties

- (i) Land:- Annexure - V
- (ii) Building:- NIL
- (iii) Plant & Machinery:- NIL
- (iv) Vehicles:- NIL

#### Part III

- A. Particulars of Investment in Shares & Securities: Annexure - VI
- B. Particulars of Bank Accounts: Annexure - VII
- C. Registration with Various Authorities under respective laws, Bodies etc.: Annexure - VIII
- D. Trade Mark - Registered: Annexure - IX
- E. Trade Mark - Unregistered: Annexure - X



Regd. Office & Works : Datta Highway No.11, Nr. Shriji Temple, Gandhinagar, Gurgaon, Haryana  
Phone : +91-12-26524753, 265122484 Fax : +91-12-61304571 E-mail : grr1@gokulrefoil.com  
Branch Office : 10, Veerpathy-Burda, Gopalpur Road, 4, Scheme Road, Gandhinagar, Gurgaon, Haryana (Distt)  
Phone : +91-12-26524753, 265122484 Fax : +91-12-61304571  
Branch Office : 10, Veerpathy-Burda, Gopalpur Road, Gandhinagar, Gurgaon, Haryana (Distt)  
Phone : +91-12-26524753, 265122484 Fax : +91-12-61304571

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### Gokul Refills & Solvent Ltd.

Corporate Office:  
Gokul House, 48-50, Emerald Tower, Weaving Society Ltd.  
Opp. Shikhar Building, Kalyanpura,  
Ahmedabad-380 019, Gujarat (India)  
Phone: +91-79-85507138, 8661523954/55  
Fax: +91-79-85504543 E-mail: gref@gokulgroup.com  
CIN: L2814AR Gujarat 1992PC1007105

- F. Copy Rights: Annexure - XI
- G. Insurance Policies: Annexure - XII
- H. Foreign LC, Local LC, Bank Guarantee & EPC Details: Annexure - XIII
- I. Export Dollar & Import Dollar Outstanding: Annexure - XIV



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Depo. Cities & Works: Barampasa 4071, No. 20, Rajpur, Patna, Shikharpur 4071, No. 20, Rajpur, Patna, India  
Phone: +91-79-85507138, 8661523954/55 E-mail: gref@gokulgroup.com  
Gokul Refills & Solvent Ltd. 48-50, Emerald Tower, Weaving Society Ltd. Opp. Shikhar Building, Kalyanpura, Ahmedabad-380 019, Gujarat (India)  
Phone: +91-79-85507138, 8661523954/55 Fax: +91-79-85504543  
Gokul Refills & Solvent Ltd. 48-50, Emerald Tower, Weaving Society Ltd. Opp. Shikhar Building, Kalyanpura, Ahmedabad-380 019, Gujarat (India)  
Phone: +91-79-85507138, 8661523954/55 Fax: +91-79-85504543









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**Gokul Refoils & Solvent Ltd.**

Corporate Office :  
 "Sachi House", 43-Shreeva Co-op. Housing Society Ltd  
 Opp. Scholar Building, Navrangpura,  
 Ahmedabad-380 015, Gujarat (India)  
 Phone : +91-79-65001455, 55612015455  
 Fax : +91-79-65004462 E-mail : grrs@gokulgroup.com  
 CIN : L19142GJ1992PLC176745

Located near Sujanpur Patiya, Village and Taluka Siddhapur, District Patan in the State of Gujarat, Pin Code - 384151	244.2	RCC foundation. Tank Farm Near Packing Section Back Side Of Filling Section -2, RCC foundation.
	623	Refinery Plant & Lab, MS frame structure.
	70	Cooling Tower, RCC tank type structure
	273.6	Tanker loading shed, MS frame structure.
	125.6	Thermo syphon area, MS frame structure.
	1258.49	Mustard unloading shed, MS frame structure.
	853.11	Mustard storage silo, RCC floor.
	960	Castor unloading shed, MS frame structure.
	931.29	Castor storage silo, RCC floor.
	3108	Oil mill (Kolkata), MS frame structure.
	31.73	Cooling tower, RCC tank type structure
	165	B.S.S. Tank farm 2 no. tanks, RCC foundation.
	639.95	B.S.S. plant, MS frames structure.
	93.37	B.S.S. plant, MS frames structure.
	200	Kitchen House-Sidhpur
Plot No.43, Shrinani Society, Navarangpura, Ahmedabad, Gujarat Pin Code - 380009	2443.94	Gokul House - I, RCC frame structure with basement + Ground - four floors including stair cabin, lift room and overhead tank on the terrace.



Head Office & No. 43, Shrinani Society, Navrangpura, Dist. Patan, Gujarat, India  
 Phone : +91-79-65001455, 55612015455 Fax : +91-79-65004462 E-mail : grrs@gokulgroup.com  
 Sachidanand V.H. 150, Veerjee Road, Gopdhar Road, N. Shantis Estate, Taluka, D.D. Kadi-570 119 Gandhinagar  
 Ahmedabad - 380009 Phone : +91-79-65001455 Fax : +91-79-65004462  
 Kadia Refinery Unit, Plot No. 109, Faridkot Road, Patan, Dist. Kadi, Taluka, Patan, District, Gandhinagar  
 P.S. Bhavnagar, Taluka, Patan, District - 384151 (Gujarat) Phone : +91-79-65001455



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**Gokul Refills & Solvent Ltd.**

Corporate Office:  
 'Gokul Meubai', 45/8, Prem-mali Co-ops. Housing Society Ltd.  
 Opp. Shikra - Building, Narva Road,  
 Ahmedabad-380 028, Gujarat, India  
 Phone: +91-79-66204555, 686 534315-4155  
 Fax: +91-79-66214603 E-mail: gnr@gokulgroup.com  
 CIN: L25142GJ1992PL2019115

**Annexure - III: Plant & Machinery:**

Complete Address	Plant & Machinery Group	Brief Description of Plant & Machinery
<p>Located near Sujapur            Patiya, Village and Taluka            Siddhapur, District Patan in            the State of Gujarat, Pin            Code - 384151</p>	Chilax - 450	Chilax Plant having Capacity of 450 TPD, Rajendra Eng. Kora Make
	Mustard Oil Mill	Mustard Oil Mill having Capacity of 120 TPD, Mula Make
	Mustard Solvent	Mustard Solvent Extraction Plant having Capacity of 700 TPD, Chemtech Make
	Refinery for Palm	Refinery for Palm having Capacity of 200 TPD, Chempro Technovation Make
	Refinery for Other than Palm	Refinery for Other than Palm Plant having Capacity of 250 TPD, Chempro Technovation Make
	Fractionation Plant	Fractionation Plant having Capacity of 200 TPD, Desmet Make
	Acid Oil plant	Acid Oil plant having Capacity of 40 TPD Plastofiber Make
	Tin Manufacturing Plant	Tin Manufacturing Plant having Capacity of 12000 Tin Per Day, Multi Make
	Jar Manufacturing Plant	Jar Manufacturing Plant having Capacity of 5Ltr Jar 3500 Per day 2Ltr Jar 5000 Per day, Jewell make
	Filling Machine - Tin	Filling Machine - Tin, having capacity of 12000 Tin per day, Sparpak Make
	Filling Machine - Jar	Filling Machine - Jar having Capacity of 1500 Box 5 Ltr Jar Per day & 750 Box 2 Ltr Jar Per day, Sparpak Make
	Filling Machine - Bottle	Filling Machine - Bottle, having Capacity of 1 Ltr Bottle 3000 Box / 500ML Bottle 3500 Box / 200ML Bottle 1500 Box, HPM Machine
	Filling Machine - Pouch	Filling Machine - Pouch having Capacity of 7 Machines, 15000



Reg. Office & Works: State Highway No-47, B. Sector Park, Sakinaka-380 015, Old Patan, Gujarat (India)  
 Phone: +91-79-66204555, 686534315 Fax: +91-79-66214603 Email: gnr@gokulgroup.com  
 Subsidiary Unit: A, Mangin Road, Gandhinagar Road, No. 8, Sector, Reson, Taranar, Old, Vadod-390 010 Gujarat (India)  
 Phone: +91-79-2315 2603/5178/77/75/79 Fax: +91-79-2315 27350  
 Subsidiary Unit: B, K. 148 P. Old Patan, Sakinaka, HPL, Old Patan, P.O. Debraj Old Patan,  
 P.S. Sakinaka, Vadod-390 015 Gujarat (India) Phone: +91-79-2315 27350





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**Gokul Refoils & Solvent Ltd.**

Corporate Office :  
 "Gokul House", 42-Shreepati Co-op. Housing Society Ltd.  
 200, Sankar Sutta, ng. Navrangpura,  
 Ahmedabad-380 002, Gujarat (India)  
 Phone : +91-79-66314051, 62618250/55  
 Fax : +91-79-66304561 E-mail : grr@gokulgroup.com  
 DIN: L19142GJ15929LCO-0746

**Annexure - IV: Vehicles**

Description	Registration Number
Staff Bus	GJ 240 9555
Loader Tractor	Loader Tractor
Tractor	Tractor
Tata ACE Tempo	GJ 24U 2346
Honda Accord	GJ 24A 5255
Honda Accord	GJ 24A 5155
Honda Accord	GJ 24A 5955
Maruti Esteem	GJ 24A 8155
Maruti Zen LX	GJ 24A 7555
Honda City ZX	MP 06AL 2455
Toyota Innova	GJ 24A 4855
TAVERA	GJ 24 A7655
Tavera	GJ 24 A 9505
Tata Indigo	GJ 24A 9155
BOJERO SIX 7 STR	GJ-24K-2555
PAJERO	GJ 24 K 9755
NEO ELANTRA CRDI CAR	GJ 24K 7155
EMW MOTOR - GJC1 KA 5	GJC1 KA 5
HYUNDAI - 120	GJ 1KC 5855
Swift Dzire GJ24 A 7493	GJ24 A 7493
Car - Volkswagen	GJ 1KL 5775
Car - Accord	GJ 1KL 5635
VERNA CRDI	GJ 12BR 9755
Bajaj Pulsar	GJ 24C 35
Kinetic Honda	GJ 24 9355
Bajaj Super	GJ 24C 6655
Bajaj Super	GJ 24C 1555
Bajaj Super	GJ 24C 9955
Scouter	Scouter
Scouter	GJ 1FM 4055
Honda Unicorn	GJ 24A 9455
Honda Activa	GJ 24D 9955
Bicycle	Bicycle
Honda Passion Plus	GJ 24E 9055
HERO HONDA BUNK	ASD1-AC-4155
BIKE - BAJAJ DISCOVER 150-DISC BRAKE 2S	GJ24H-9555



Corporate Office :  
 "Gokul House", 42-Shreepati Co-op. Housing Society Ltd.  
 200, Sankar Sutta, ng. Navrangpura,  
 Ahmedabad-380 002, Gujarat (India)  
 Phone : +91-79-66314051, 62618250/55  
 Fax : +91-79-66304561 E-mail : grr@gokulgroup.com  
 DIN: L19142GJ15929LCO-0746





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**Gokul Refills & Solvent Ltd.**

Company Office:  
 "Gokul House", 43-Streamall Co-op. Housing Society Ltd.,  
 Old, Sakhar Gr (Dda), Navrangpura,  
 An- 380004-186 197, Gujarat (India)  
 Phone : +91-79-86304501, 86315251/4/35  
 Fax : +91-79-86304506 Email : goks@gokulgroup.com  
 CIN: L11042GJ1992PLCP0015

Suzuki Access	(Model Access - 25)
BIKE - BS DELUX HERO	GJ 24X 7479
VO XPLOR BYKES	VO XPLOR BYKES
FASSION PRO	ASO - MB-2382
BAJAJ PULSAR - 50	GJ 24C 0058
TVS SCOOTY PEP PLUS	GJ 01 NF 4301
HERO HONDA	GJ 02 FN 4369
HONDA PASHION	GJ 12AC 7235
TVS SCOOTY	CHASSIS NO. MD626792: C2E55254
TRACTOR 55 H.P.	GJ 24 B 5613
LOADER 1 TON FOR TRACTOR 55 H.P.	GJ 21H 7805
TRACTORS WITH LOADER 52 HP TAPE 9100	SR 187 7392 6200
DATA STABLES	GJ 12AU 4815



*Handwritten signature/initials*



Regd. Office: 4, Khokha 1, Sakhar Housing No. 16, Navrangpura, Sakhar Society Ltd., Old, Sakhar, Gujarat, India  
 Phone: +91-79-86304501, 86315251/4/35 Email: goks@gokulgroup.com  
 Branch Office: 1, G. H. B. Road, Sakhar, Navrangpura, Sakhar Society Ltd., Old, Sakhar, Gujarat, India  
 Phone: +91-79-86304501, 86315251/4/35 Email: goks@gokulgroup.com  
 Branch Office: 1, G. H. B. Road, Sakhar, Navrangpura, Sakhar Society Ltd., Old, Sakhar, Gujarat, India  
 Phone: +91-79-86304501, 86315251/4/35 Email: goks@gokulgroup.com



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### Gokul Refoils & Solvent Ltd.

Corporate Office:  
"Sonal House", 42-Shreeem: Co-op. Housing Society Ltd.  
Opp. Shilpa Building, Navrangpura,  
Ahmedabad-380 010, Gujarat, India.  
Phone: +91-79-66804555, 8991326254/33  
Fax: +91-79-66804542 E-mail: gokul@gokulgroup.com  
CIN: L15142GJ1992PLC011745

### Part II

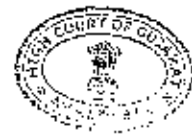
### Particulars of Leasehold / Sublease hold Properties

#### Annexure - V: Land:

Complete Address	Area in Sq. Meters
Lease Hold Plot No. 18 At Kandla Port Trust Outside West Gate No. 1 of Cargo Jetty of Kandla Port Trust and South of NH-8A Taluka Gandhidham, Dist. Kachchh, In the state of Gujarat, Pin Code - 370201	15690
Lease Hold Plot No. 19 At Kandla Port Trust Outside West Gate No. 1 of Cargo Jetty of Kandla Port Trust and South of NH-8A Taluka Gandhidham, Dist. Kachchh, In the state of Gujarat, Pin Code - 370201	15690
WindFarm-ADQ-36 Land, Sublease hold Property at R.S no.289/Sp/1p, Ratanpur Village, Taluka & Dist. Porbandar, In the state of Gujarat, Pin Code - 360575	10000
Wind farm-K17 Land, Sublease hold Property at R.S.no. 9400 113/p, Kadoli Village, Taluka Abdasa, Dist. Kachchh In the state of Gujarat, Pin Code - 370640	

*App*  
*P*  
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Corporate Office & Warehouse: State Highway No-41, At: Sujanpur Post, ESI, Near-584/151, 01st Phase, Gandhinagar,  
Ahmedabad - 380 010, Gujarat, India. Phone: +91-79-66804555, 8991326254/33 E-mail: gokul@gokulgroup.com  
Ahmedabad Unit: 21, Kalyan-Borivali, Gandhinagar Post, At: Sujanpur, Bikaner, Rajasthan. Dist. Bikaner-334 001 G. India (India)  
Phone: +91-79-66804555, 8991326254/33 E-mail: gokul@gokulgroup.com  
Bikaner Refinery Unit: 21, Kalyan-Borivali, Gandhinagar Post, At: Sujanpur, Bikaner, Rajasthan. Dist. Bikaner-334 001 G. India (India)  
P.S. Bikaner, India. Phone: +91-79-66804555, 8991326254/33 E-mail: gokul@gokulgroup.com



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**Gokul Refoils & Solvent Ltd.**

Corporate Office :  
 "Gokul House", 42-5th Cross, 1st Cross, H. K. S. Society Ltd.,  
 Opp. Sahakar Building, H. V. Cross,  
 Ahmednagar-430 001, Maharashtra  
 Phone : +91 43-8630403, 8630404/5  
 Fax : +91 43-8630403 E-mail : grol@gokulrefoil.com  
 CIN : L19142G71382PL001728

Part III

Annexure - VI - Particulars of Investment in Shares & Securities:

Description	No. Shares	Face Value	Current Market Value
Professional Commodities Pvt. Ltd.	6,00,000	10 Per Share	88,00,000.00
NSC - Kisan			8000.00
NSC - Spirit License			1000.00



*Handwritten notes:*  
 1/20/20  
 1/20/20  
 1/20/20



Regd. Office & Works : 21st Highway, Bus Stop, Sahakar, Opp. Sahakar Bldg, H. V. Cross, H. K. S. Society Ltd.,  
 Ahmednagar-430 001, Maharashtra  
 Phone : +91 43-8630403, 8630404/5 Fax : +91 43-8630403 E-mail : grol@gokulrefoil.com  
 Gokul House, 42-5th Cross, 1st Cross, H. K. S. Society Ltd., Opp. Sahakar Bldg, H. V. Cross, H. K. S. Society Ltd.,  
 Ahmednagar-430 001, Maharashtra  
 Phone : +91 43-8630403, 8630404/5 Fax : +91 43-8630403 E-mail : grol@gokulrefoil.com  
 Gokul Refoils & Solvent Ltd., 42-5th Cross, 1st Cross, H. K. S. Society Ltd., Opp. Sahakar Bldg, H. V. Cross, H. K. S. Society Ltd.,  
 Ahmednagar-430 001, Maharashtra  
 Phone : +91 43-8630403, 8630404/5 Fax : +91 43-8630403 E-mail : grol@gokulrefoil.com



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### Gokul Refoils & Solvent Ltd.

Corporate Office :  
"Gokul House", 43-B, Connaught Place, New Delhi-110048.  
Opp. Bhikhar Building, Anandapuri, New Delhi-110029.  
Phone : 47132602, 47132603, 47132604, 47132605  
Fax : 47132606, 47132607 E-mail : gres@gokulgroup.com  
CIN : L28102DL1992PLC011135

#### Annexure - VII: - Particulars of Bank Accounts:

Sr. No.	Bank & Branch	Type of Account	Account No.
1	STATE BANK OF INDIA, SIDHPUR	CURRENT	30854088334
2	COB BANK, SIDHPUR	CURRENT	03120260000112
3	STATE BANK OF INDIA, SIDHPUR	CURRENT	10285525047
4	STATE BANK OF INDIA, SIDHPUR (PF)	SAVING	102855329982



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Head Office & Works : Gokul House No-43, Connaught Place, Delhi-110048. Dist: Patna, Bihar (I-28)  
Phone : 47132602, 47132603 Fax : 47132606, 47132607 E-mail : gres@gokulgroup.com  
Anandapuri Office : 43-B, Connaught Place, Anandapuri, New Delhi-110029. Dist: New Delhi, Delhi (I-29)  
Phone : 47132602, 47132603, 47132604, 47132605 Fax : 47132606, 47132607  
Patna Branch : Jali-11, K. 375, Patna New Road, Patna-800001, Bihar, India. Dist: Patna, Bihar (I-28)  
E.S. Branches : Haldwari - Madhya Pradesh (I-28) Madhya Pradesh (I-28) 222122009



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**Gokul Refoils & Solvent Ltd.**

Corporate Office :  
 "Gokul House", 43-53, Ghemoll Co-op. Housing Society Ltd.  
 Dep. 3rd Floor Building, Navrangpura,  
 Ahmedabad-380 005, Gujarat (India)  
 Phone : +91-79-46344553, 8661325164955  
 Fax : +91-79-56314543 E-mail : gpr@gokulgroup.com  
 CIN: L15142GJ1922FL0019745

**Annexure - VIII: - Registration with Various Authorities under respective Laws, Bodies etc.:**

Name of Authority	Nature of registration	Registration Number
INCOME TAX DEPARTMENT	PAN	
	TAN	AHMG01353C
SERVICE TAX DEPARTMENT	S.T.REG.NO.	AAACG8316NST002
EXCISE REGISTRATION NO.		AAACG8316NXW001
PF REGISTRATION NO.		GJ/AE/26015
FACTORY LICENCE NO.		59070
PROFESSIONAL TAX REGISTRATION NO.		E-228092825
Electric Connections	Sidhpur Plant	2924 & 22203016604
	Ahmedabad Office	HT-8301344
Other License	Trading House License	C-0472
	Boiler License	GT-5164
	Hazine License	1/2001
	Agriculture License	67
	Explosive License	P/HQ/GJ/15/4753/P1607221
	Explosive License	P/HQ/GJ/15/1425/P103991
	Local Corporation License	185
	DS - 5 - Prohibition & Exc License	04/2013-2014
	Nokarnama Prohibition & Exc License	2/011-012
	Pollution control Board License	W-33001
Boiler License	GT-3940	
Nokarnama Prohibition & Exc License	3/013-014	
Nokarnama Prohibition & Exc License	2/013-014	
FISO	88/2013-11	
FSSAI	FSSAI/10012021000382/2013	



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2013



Regd. Office & Works : Sidhpur Road, Ahmedabad, Gujarat-380 016, Dist. Feroz, Gujarat (India).  
 Phone : +91-79-46344553, 222030 Fax : +91-79-229475 Email : gpr@gokulgroup.com  
 Distribution Unit : 169, Mughal Sarani, Colaba Road, N. B. Street, Colaba, Mumbai, Dist. Mumbai-400 005, Gujarat (India).  
 Phone : +91-22-6666-22005 Fax : +91-22-6666-22003  
 Fuel & Refinery Unit : 149, Plot No. Near Sewa Park, Ahmedabad, Dist. Ahmedabad, Gujarat (India).  
 P.O. Ahmedabad, Gujarat (India) - 380 005, Gujarat (India) Phone : 22224 255333





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**Gokul Refoils & Solvent Ltd.**

Corporate Office:  
 Gokul House, 42-Saraswati Co-op. Housing Society Ltd.  
 Opp. Shikhar Lodging, Mohali, Gurgaon.  
 A/c: odabed-330-108, Gurgaon (India)  
 Phone: +91-11-69804655, 6681253254655  
 Fax: +91-78-653045133 - email: gokul@gokulrefoils.com  
 Website: www.gokulrefoils.com

	approval memo & Agreement	
	GETCO Agreement for Wind Mills NOS.3, like VCE, MIT, ADO-36	
	FSSAI LICENCE FOR VARIOUS DEPOT ON NAME OF GRSL, SIDHFUR	
	Stability Certificate - GRSL - SIDHFUR	10-IX, 2003
<b>DGFC LICENSES</b>		
Any Other Licenses issued by Competent Authorities like Central / State / Local		

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*Handwritten initials*



Regd. Office & Works Room / Agency: 42/1, Sarani, Phase-02, 100 Feet Wide, Sector-28/29, Gurgaon  
 Phone: +91-11-69804655, 6681253254655 Fax: +91-11-69804655 Email: gokul@gokulrefoils.com  
 South Office: 29, Sector-28/29, Gurgaon, Haryana, India. Tel: +91-11-69804655  
 Phase-02, Sector-28/29, Gurgaon, Haryana, India. Tel: +91-11-69804655  
 Delhi Railway Station, 110001, New Delhi, India. Tel: +91-11-69804655  
 A.S. Bhubaneswar, India. Phone: +91-674-253254655 Fax: +91-674-253254655







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### Gokul Refoils & Solvent Ltd.

Group Office :  
Gokul House, 42-Bhuvaneshwar, Housing Society, 13,  
Opp. Shikha - Building, New Mangal,  
Ahmedabad-380 019, Gujarat (India)  
Phone : +91-79-85397395, 8681325240/53  
Fax : +91-79-86301548 E-mail : grs GsoEn@prol.com  
CIN: L17142GJ1995PL0279746

85479677				
2103803	29	GRSL Gokul Refined Groundnut Oil- 15 Kg	22.02.2011	22.02.2021
1992565	29	grs-gokul-primo-15 Kg	13.07.2010	
2085866	29	GOKUL	17.01.2011	



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Regd. Office & Works : Day Highway 40-42, 44, Sakinaka Park, Sakinaka 380 015, Dist. Bham, Gujarat India.  
Phone : +91-79-222067, 220113 Fax : +91-79-253413 Email : gso@prol.com  
Sachdevani JVH-58, Meaganpuram, Gokul Road, 40, Sakinaka Road, Sakinaka, Bham, Gujarat India. Email: gso@prol.com  
Phone : +91-79-2534-2470/253471/253472 Fax : +91-79-253470/253471/253472  
Field Office: HUDA, 40/41 Plot No. Near ESRV Water pump, 47, L. B. Road, Dastur City Centre  
P.O. Sakinaka, Sakinaka - Ahmedabad - 380 015 (Gujarat) Phone : +91-79-253470











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**Gokul Refoils & Solvent Ltd.**

Corporate Office:  
 "Doot House", 45-Bhimani Coop. Housing Society Ltd.  
 Opp. Shrihari Building, Newmarket,  
 7/Ambedkar Road 999, Guwahati-781001  
 Phone: +91-361-2530466, 55615255/56/55  
 Fax: +91-361-6630464 E-mail: grol@gokulgroup.com  
 CIN: L25142NL1992P-013374

Reliance General Insurance Co.Ltd.	1602742311001116	Volkswagen
Reliance General Insurance Co.Ltd.	1602742312001679	Scooty Pep
Reliance General Insurance Co.Ltd.	1602242311002579	Mitsubishi Pajero
Reliance General Insurance Co.Ltd.	1602242312001495	Maro HT Deluxe



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Regd. Office & Works: State Highway No-7, 1A, Sakhari Path, S.O. 158-16, Dist. Purba, Guwahati (near)  
 Phone: +91-361-2530466, 55615255 Fax: +91-361-6630464 E-mail: grol@gokulgroup.com  
 Guwahati: JIL: 80, Acharya Sarani, Sripur Road, N. B. Road, P.O. 78-1004, Guwahati-781001  
 Phone: +91-361-2530466, 55615255 Fax: +91-361-6630464  
 Retail Refinery Unit: JIL: 149, P.O. 78-1004, Near Deepa Park, Guwahati, Assam, India  
 P.O. Shree Sarani, Lakhon, Assam - 781001 (Near Deepa Park), Phone: 0361-2530466



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**Gokul Refoils & Solvent Ltd.**

Corporate Office:  
 "Gokul House", 43/5, New Small Co-op. Housing Society Ltd.  
 Cop. 5, Vahar Building, New Market,  
 Ahmedabad-380 028, Gujarat (India)  
 Phone : +91-79-66206655, 66162584006  
 Fax : +91-79-66304623 E-mail : grol@gokulgroup.com  
 DIN: L15142GJ192FLC010746

**Annexure - XIII: Foreign LC, Local LC & EPC Details**

Foreign LC Number	Bank	USD Outstanding
0505415IMC000090	SBI	12,48,250.00
0505415IM0000147	SBI	8,32,061.94
0505415IM0000056	SBI	6,35,581.44
0505415IM0000143	SBI	13,54,086.75
0505415IMC000239	SBI	24,37,083.83
2035FLCDA150030	BOI	35,89,489.44
2035FLCDA150036	BOI	24,49,229.70
7:11015IM0000009	SBI	10,53,500.00
2035FLCDA150053	BOI	7,20,500.00
0054615IMC015097	CBI	7,41,000.00
LC Open For Wilmar Int.	SBI	10,06,250.00
	<b>Total</b>	<b>1,61,57,693.11</b>

Domestic LC Number	Bank	INR in Crore
0403815LC0000020	SBI	2.721
0403815LC0000023	SBI	1.388
0505414LC0012353	SBI	0.329
0505414LC0012382	SBI	0.110
0505415LC0000166	SBI	0.664
0505415LC0000392	SBI	5.291
0505415LC0000447	SBI	3.943
44411LC00002715	PNB	0.361
44411LC00002815	PNB	5.452
44411LC00003415	PNB	0.377
44411LC00003615	PNB	1.424
44411LC00003715	PNB	7.984
44411LC00003815	PNB	10.965
44411LC00003915	PNB	2.953
44411LC00004015	PNB	1.959
44411LC00004215	PNB	5.569
44411LC00004415	PNB	1.277
44411LC00004515	PNB	3.993
44411LC00004615	PNB	1.988
44411LC00004715	PNB	4.065
44411LC00004815	PNB	0.055



Head Office & Works : Swasthacivils-41, V. Sarjanee Peth, Gandhinagar-380 011, Dist. Palan, Gujarat (India)  
 Phone : +91-79-66222235, 662975 Fax : +91-79-66223476 E-mail : grol@gokulgroup.com  
 Gadhishan Unit : 160, Meghraj Road, K. Sakinaka Road, K. Sakinaka, Gandhinagar, Dist. Gandhinagar, Gujarat (India)  
 Phone : +91-79-66222235, 662975 Fax : +91-79-66223476  
 Haldia Refinery Unit : J.L.H. 145, P.O. Haldia, Haldia Refinery, Haldia, West Bengal, India  
 P.O. Haldia Refinery, Haldia, West Bengal - 721697 (India) Phone : 03322 55882







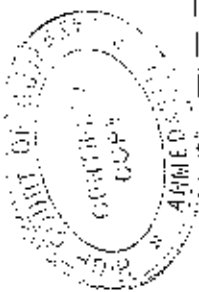
*57* **Gokul Refoils & Solvent Ltd.**

Corporate Office:  
 "Gokul House", 48-Shreehall Group, Housing Society Ltd.  
 Opp. Sankhar Gulecrg, Navrangpura,  
 Ahmedabad-380 005, Gujarat (India)  
 Phone : 91-79-66364555, 66125616655  
 Fax : 91-79-66364545 E-mail : gk@2gokulgroup.com  
 CIN: L1512GJ192PLD018740

Bank Name	Export Packing Credit Outstanding INR in Crore
BOI	7.75
SBI	51.50
SBT	20.00
UBI	25.10
CBZ	13.55
J&K	5.00
<b>TOTAL</b>	<b>135.30</b>

**Bank Guarantees**

Issue Date	Expiry Date	BG Number	Amount	In favour of
13-Aug-2015	12-Aug-2015	0505413BGC019529	1,35,00,000	UTTAR GUJARAT VU COMPANY LTD
13-Mar-2014	12-Nov-2015	0505414BGC0021538	8,12,125	UTTAR GUJARAT VU COMPANY LTD
14-Aug-2014	12-Aug-2015	0505414BGC0022425	59,75,123	UTTAR GUJARAT VU COMPANY LTD
14-Aug-2014	07-May-2015	0505414BGC0022447	1,00,000	INDIAN OIL CORPORATION LTD
14-Feb-2015	30-Jul-2015	0505415BGC0000295	50,52,775	HIMACHAL PRADESH STATE CIVIL SUPPLIER CORP. LTD
05-May-2015	30-Nov-2015	0403815BGC0000081	12,84,414	INDIAN OIL CORPORATION LTD
05-May-2015	30-Nov-2015	0403815BGC0000080	5,89,500	INDIAN OIL CORPORATION LTD
20-May-2015	29-Aug-2015	0403815BGC0000103	4,00,000	BALMER LAWRIE AND CO. LTD.
20-May-2015	30-Jun-2016	44411LGC004915	1,00,000	DEPUTY EXCISE AND TAXATION COMMISSIONER, KARNAL-HARYANA
20-May-2015	30-Jun-2016	44411LGC0005015	1,00,000	DEPUTY EXCISE AND TAXATION COMMISSIONER, KARNAL-HARYANA
<b>Total</b>			<b>2,80,14,068</b>	



Road Office & Works: State Highway, No-41, N. Changanu Park, Siddhpur-384 101, Dist. Panch. Gwari, India.  
 Phone: +91-278-932002, 930375 Fax: +91-278-932475 E-mail: gk@2gokulgroup.com  
 Godriahm Dist: 34, Nishan-Basara, Sabdar Road, In. Shree. Road, In. An. Dist. Kutch-370 107 Gujarat India.  
 Phone: +91-2226-662256 / 66177126 Fax: +91-2226-661100  
 Helix, Mulbary Jct. J.L.N. 149 Panch. Nadi Sarda Panch. Panch. 49, Uda. Road, R.D. Dargajay City Centre  
 P.O. Bazzarh. 4462 Panch. Modhru - 721667 (West Bengal.) Phone: 03224 352939





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**Gokul Retails & Solvent Ltd.**

Corporate Office :  
 "Sri House", 45-Shreehal-Office, Housing Society Ltd.  
 Opp. Silk'ar Building, Navrangpura,  
 Ahmedabad-380 009, Gujarat (India)  
 Phone : +91-79-66961395, 6551575/54556  
 Fax : +91-79-94314543 E-mail : gret@gokulretail.com  
 PIN: 380009, G1592P\_0013745

C147P15399	23-Apr-15	J & K	169,850.00	30-Sep-15	65.155	2.000	0.005	63.200
C147P15400	23-Apr-15	J & K	169,850.00	30-Oct-15	65.560	2.365	0.005	63.200
C147P15401	23-Apr-15	J & K	169,950.00	30-Nov-15	65.935	2.740	0.005	63.200
C147P15402	23-Apr-15	J & K	169,700.00	31-Dec-15	66.305	3.110	0.005	63.200
C147P15403	24-Apr-15	J & K	54,900.00	30-Jun-15	64.205	0.805	0.005	63.405
C147P15408	24-Apr-15	J & K	25,000.00	30-Jun-15	64.265	0.910	0.005	63.460
C147P15409	27-Apr-15	J & K	294,000.00	30-Jun-15	64.400	0.735	0.005	63.610
C147P15410	27-Apr-15	J & K	103,000.00	31-Jul-15	64.795	1.190	0.005	63.610
C147P15415	28-Apr-15	J & K	557,000.00	30-Jun-15	64.745	0.800	0.005	63.450
C147P15413	29-Apr-15	J & K	272,000.00	31-Jul-15	64.508	1.100	0.005	63.193
C147P15414	29-Apr-15	J & K	94,000.00	31-Aug-15	64.708	1.520	0.005	63.193
C147P15421	30-Apr-15	J & K	195,000.00	31-Jul-15	64.585	1.120	0.005	63.470
C147P15425	30-Apr-15	J & K	287,000.00	30-Jun-15	64.205	0.725	0.005	63.485
C147P15419	30-Apr-15	J & K	2,201,683.04	30-Jun-15	64.333	0.735	0.000	63.500
C147P15428	5-May-15	J & K	130,000.00	30-Jun-15	64.230	0.715	0.005	63.520
C147P15426	5-May-15	J & K	320,000.00	30-Jun-15	64.230	0.715	0.005	63.520
C147P15429	5-May-15	J & K	147,000.00	30-Jul-15	64.243	0.715	0.005	63.533
C147P15426	6-May-15	J & K	64,000.00	31-Jul-15	64.620	1.090	0.005	63.535
C147P15446	7-May-15	J & K	235,000.00	30-Jun-15	64.955	0.560	0.005	63.600
C147P15448	7-May-15	J & K	135,000.00	31-Jul-15	64.935	1.060	0.005	63.910
C147P15449	7-May-15	J & K	135,000.00	31-Aug-15	65.270	1.465	0.005	63.910
C147P15450	7-May-15	J & K	235,000.00	30-Sep-15	65.735	1.850	0.005	63.910
C147P15451	7-May-15	J & K	135,000.00	30-Oct-15	66.130	2.225	0.005	63.910
C147P15452	7-May-15	J & K	185,000.00	30-Nov-15	66.505	2.600	0.005	63.910
C147P15453	7-May-15	J & K	137,000.00	31-Dec-15	66.880	2.975	0.005	63.910
C147P15455	7-May-15	J & K	100,000.00	31-Jul-15	65.215	1.060	0.005	64.150
C147P15438	7-May-15	J & K	130,000.00	30-Sep-15	66.305	1.850	0.005	64.150
C147P15458	7-May-15	J & K	500,000.00	31-Aug-15	65.890	1.475	0.005	64.220
C147P15459	7-May-15	J & K	500,000.00	30-Sep-15	66.075	1.860	0.005	64.220
C147P15460	7-May-15	J & K	300,000.00	30-Oct-15	66.455	2.240	0.005	64.220
C147P15432	8-May-15	J & K	588,000.00	30-Jun-15	64.600	0.650	0.005	63.955
C147P15464	8-May-15	J & K	250,000.00	30-Oct-15	66.200	2.205	0.005	64.000
C147P15465	8-May-15	J & K	250,000.00	30-Nov-15	66.630	2.575	0.005	64.080
C147P15466	8-May-15	J & K	500,000.00	31-Dec-15	66.885	2.950	0.005	63.940
C147P15457	8-May-15	J & K	100,000.00	30-Jun-15	64.370	0.635	0.005	63.540



Head Office & Warehouse: State Highway No-41, No. 54, Solvent Park, Sphoortinagar-15, Etd. Estate, Gujarat (India)  
 Phone : +91-79-223275, 236675 Fax : +91-79-223275 E-mail : gret@gokulretail.com  
 Gandhinagar Unit: PP, Durgam-Basti, Gandhinagar Road No. 3, Shyam Road, Gandhinagar, Etd. Estate, Gujarat (India)  
 Phone : +91-79-223275, 236675 Fax : +91-79-223275  
 Kala Refinery Unit: N. 149 Plot no. Koor Esar, Porwadipura, NPL Ltd. Estate, P.O. Dabhoi, Dist. Dabhoi  
 P.O. Shastri Nagar, Falda Puram - 382006 (Gujarat) Phone : 01224 207450

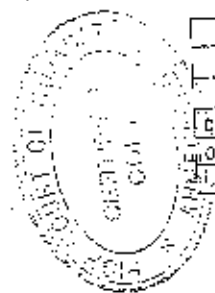


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**Gokul Refoils & Solvent Ltd.**

Corporate Office :  
 "Goku House", 45-B, Income Tax Co-op. Housing Society Ltd.  
 Opp. Shikhar Building, Navrangpura,  
 Ahmedabad-560 008, Gujarat, India.  
 Phone : +91-79-66304636, 6635252/66465  
 Fax : +91-79-66304643 E-mail : gref@gokulgroup.com  
 CIN : L28142GJ1992P-0013745

0147P15463	11-May-15	J & K	400,000.00	31-Jul-15	64.555	0.328	0.003	63.935
0147P15470	11-May-15	J & K	250,000.00	30-Nov-15	59.483	2.555	0.005	63.925
0147P15471	13-May-15	J & K	400,000.00	30-Jul-15	64.575	0.390	0.005	64.090
0147P15472	13-May-15	J & K	400,000.00	31-Jul-15	63.073	0.990	0.005	64.090
0147P15473	13-May-15	J & K	350,000.00	30-Jun-15	64.665	0.390	0.005	64.100
0147P15482	19-May-15	J & K	750,000.00	31-Jul-15	64.668	0.915	0.005	63.760
0147P15483	19-May-15	J & K	200,000.00	30-Jun-15	64.265	0.510	0.005	63.750
0147P15485	20-May-15	J & K	700,000.00	31-Jul-15	64.615	0.900	0.005	63.720
0147P15487	20-May-15	J & K	300,000.00	31-Jul-15	64.675	0.500	0.005	63.790
0147P15484	20-May-15	J & K	150,000.00	31-Jul-15	64.735	0.390	0.005	63.850
0147P15503	25-May-15	J & K	250,000.00	31-Jul-15	64.478	0.833	0.005	63.550
0147P15488	27-May-15	J & K	100,000.00	31-Jul-15	64.820	0.795	0.005	64.030
0147P15502	28-May-15	J & K	250,000.00	31-Jul-15	64.395	0.750	0.005	63.850
0147P15491	29-May-15	J & K	140,000.00	31-Jul-15	64.455	0.735	0.005	63.755
0147P15492	29-May-15	J & K	1,307,118.69	30-Jun-15	64.130	0.350	0.000	63.800
0147P15507	2-Jun-15	J & K	200,000.00	30-Jun-15	64.450	0.715	0.005	63.720
0147P15508	3-Jun-15	J & K	300,000.00	30-Jun-15	64.480	0.700	0.005	63.795
0147P15509	3-Jun-15	J & K	250,000.00	30-Sep-15	59.280	1.470	0.005	63.755
0147P15493	4-Jun-15	J & K	650,000.00	31-Aug-15	63.215	1.058	0.005	64.160
0147P15494	4-Jun-15	J & K	320,000.00	31-Jul-15	64.303	0.693	0.005	64.150
0147P15510	5-Jun-15	J & K	150,000.00	31-Jul-15	64.600	0.650	0.005	63.955
0147P15513	8-Jun-15	J & K	100,000.00	30-Sep-15	65.470	1.335	0.005	64.080
	10-Jun-15	J & K	500,000.00	31-Jul-15	64.378	0.618	0.005	63.570
	10-Jun-15	J & K	150,000.00	31-Jul-15	64.538	0.513	0.005	63.930
	10-Jun-15	J & K	870,000.00	31-Aug-15	64.325	1.000	0.005	63.930
	10-Jun-15	J & K	316,000.00	31-Aug-15	64.823	0.995	0.005	63.933
	15-Jun-15	J & K	150,000.00	31-Jul-15	64.635	0.520	0.005	64.110
	17-Jun-15	J & K	150,000.00	30-Jul-15	64.540	0.325	0.005	64.120
	17-Jun-15	J & K	250,000.00	30-Oct-15	59.783	1.860	0.005	64.130
	17-Jun-15	J & K	280,000.00	31-Dec-15	60.535	2.410	0.005	64.130
	17-Jun-15	J & K	150,000.00	31-Mar-16	67.600	3.505	0.005	64.100
	17-Jun-15	J & K	150,000.00	31-May-16	68.350	4.255	0.005	64.100
0147P15476	7-May-15	J & K	200,000.00	30-Jun-15	64.375	0.550	0.005	63.720
0147P15512	5-Jun-15	J & K	204,000.00	30-Jul-15	64.303	0.645	0.005	63.665
	Total		26,551,851.78					



Regional Office & Warehouse : Bore Well, Survey No-41, Nr. Sakinaka Park, Sakinaka - 38, G.D., Pawan Debnath, Dist. Jh.  
 Phone : +91-797-2331415, 233974 Fax : +91-79-767-222474 E-mail : gref@gokulgroup.com  
 Distribution Unit : 68, Madhya-Boricha, Gunzdar Road, Nr. Shriya Reson, V. Anand, Dist. Kutch-370 119 Surajpur (Rd.)  
 Phone : +91-2003-347276 (78) 771 79, 775 Post-421-2615-347036  
 Harisra Railway Unit : U.L.N., 140, P.O. No. Harisra, Pardi, Dist. HPL, Dist. P.O. Dabhoi City, Gujarat.  
 P.S. Dabhoi, Gujarat - 382400 (Harisra) Phone : 0223-222892



MINUTE UNDER SEC. 103 (1)

"The Securities Premium Account of Gokul Refills and Solvent Limited was by virtue of the resolution dated 23<sup>rd</sup> December 2014 passed at the meeting of the Equity Shareholders approving the proposed Composite Scheme of Arrangement, given by all the Equity Shareholders of the company and by virtue of the sanction granted by the High Court of Gujarat on 12<sup>th</sup> day of June 2015, reduced to the extent required to adjust the amount of difference in the book value of assets and liabilities of the de-merged undertaking transferred and with of the value of investment in shares of Gokul Agro Resources Limited; pursuant to the scheme."

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Advocate



COMPOSITE SCHEME OF ARRANGEMENT

BETWEEN

GOKUL REFOILS AND SOLVENT LIMITED

AND

GOKUL AGRO RESOURCES LIMITED

AND

GOKUL AGRI INTERNATIONAL LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

UNDER SECTIONS 391 TO 394, SECTIONS 78, 100 TO 103

OF THE COMPANIES ACT, 1956 AND SECTION 52 OF THE COMPANIES  
ACT, 2013

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**PREAMBLE**

**(A) DESCRIPTION OF COMPANIES:**

a. Gokul Refoils and Solvent Limited (GRSL) is a company incorporated on 29 December 1992 under the name of Gokul Refoils and Solvent Private Limited having its registered office at State Highway No. 41, Nr. SajanpurParia, Sidhpur - 384151. The company was subsequently converted into public company and consequently the name was changed to Gokul Refoils and Solvent Limited from 1 July 1994. GRSL is one of the leading FMCG Companies of India with international presence, dealing in edible oils such as Soya bean oil, Cottonseed oil, Palm oil (Palmolein), Sunflower oil, Mustard oil, Groundnut oil, Vanaspati and Industrial oil such as Castor oil. The equity shares of GRSL are listed on BSE Limited and National Stock Exchange of India.



For, Gokul Refoils & Solvent Ltd.

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Director/Authorised Signatory

Advocate



- b. Gokul Agro Resources Limited ("GARL") is a company incorporated on 3 July 2014 having its registered office at B-402, Shapath Hexa, Near Ganesh Meridiyan, Opp. Gujarat High Court, Sola, Ahmedabad 380 060 in the state of Gujarat. GARL is also engaged in the business of edible oils such as Soya bean oil, Cottonseed oil, Palm oil (Palmolein), Sunflower oil, Mustard oil, Groundnut oil, Vanaspati and industrial oil such as Castor oil.
- c. Gokul Agri International Limited ("GAIL") is a company incorporated on 23 May 2014 having its registered office at State Highway No. 41, Near Sujarpur Pada, Sidhpur - 384151. GAIL is also engaged in the business of edible oils such as Soya bean oil, Cottonseed oil, Palm oil (Palmolein), Sunflower oil, Mustard oil, Groundnut oil, Vanaspati and Industrial oil such as Castor oil.

(B) RATIONALE FOR THE SCHEME OF ARRANGEMENT

Gokul Refoils and Solvents Limited, Gokul Agro Resources Limited and Gokul Agri International Limited are all part of the same group ("Gokul Group"). GRSL has the following Manufacturing Undertakings:

- a. Haldia Undertaking;
- b. Gandhidham Undertaking; and
- c. Sidhpur Undertaking

Along with the above Undertakings, GRSL also has the following Power Generation Undertakings:

- a. Gandhidham Windmill Undertaking;
- b. Sidhpur Windmill Undertaking.

In order to achieve geographical operational efficiencies and unlock shareholders value, the management of GRSL has proposed to separate each business undertakings based on the commercial objectives and relevant geographies of the Undertakings into separate Companies. Further, the Management of GRSL also wishes to revalue the Fixed Assets of its Remaining Undertaking in order to reflect true and fair value of the Assets. Therefore, with a view to effect such reorganization, the present Scheme is proposed for:

- Transfer of Gandhidham Undertaking and Gandhidham Windmill Undertaking into GARL;
- Transfer of Sidhpur Undertaking and Sidhpur Windmill Undertaking into Gokul Refoils & Solvent Ltd.

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10/10/14



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Director/Authorised Signatory

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Advocate





- Revaluation of the Fixed Assets of the Remaining Undertaking of the Demerged Company as on the Appointed date to represent the fair value of the Assets of the Remaining Undertaking the Demerged Company

The above transfers will be carried out in the following manner:

- Demerger of Gandhidham Undertaking and Gandhidham Windmill Undertaking from GRSL to GARL as per provisions of section 2(19AA) of the Income-Tax Act, 1961 (IT Act). Upon the effectiveness of this Scheme, GARL will be listed on the stock exchanges where shares of GRSL are listed;
- Transfer of Sidapur Undertaking and Sidapur Windmill Undertaking from GRSL to GAIL

The re-structuring exercise would, inter-alia, achieve the following:

- Restructuring would result in two independent listed companies, which would provide opportunities to the respective businesses to attract different set of investors, strategic partners, lenders and other stakeholders thereby unlocking value of respective business and existing shareholders.
- Restructuring of businesses would enable respective management(s) to concentrate on core businesses and strengthen competencies and provide independent opportunities to increase scale of operations, etc.;
- Restructuring would result in focused management attention to the respective businesses and segregation of businesses with distinct risk-reward profiles.

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**(C) PARTS OF THE SCHEME OF ARRANGEMENT**

The Scheme is divided into the following parts:

**PART I** - Definition, Share Capital & Date of taking Effect;

**PART II** - Demerger of Gandhidham Undertaking and Gandhidham Windmill Undertaking from GRSL to GARL;

**PART III** - Transfer of Sidapur Undertaking and Sidapur Windmill Undertaking from GRSL to GAIL;

**PART IV** - Restructuring of Share Capital of GRSL, GARL and GAIL

**PART V** - Reorganization of GRSL

**PART VI** - Common Clauses & General terms and conditions



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**Advocate**

For, Gokul Ratoils & Solvent Ltd.

*[Signature]*  
Director/Authorised Signatory



**PART I - DEFINITIONS, SHARE CAPITAL & DATE OF TAKING EFFECT**

**1. DEFINITIONS**

In this scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meaning mentioned herein below:

1.1 "Act" or "the Act" means the Companies Act, 1956 and the Companies Act, 2013, as applicable, and rules and regulations made thereunder and shall include any statutory modifications, amendments or re-enactment thereof for the time being in force. It is being clarified that as on the date of approval of this Scheme by the Board of Directors of GRSL, GARL and GAIL, Section 100 to 103 and Section 391 to 394 of the Companies Act, 1956 continue to be in force with the corresponding provisions of the Companies Act, 2013 not having been notified. Accordingly, reference in this Scheme to particular provisions of the Act are reference to the particular provisions of the Companies Act, 1956. Upon such provisions standing re-enacted by enforcement of provisions of the Companies Act, 2013, such reference shall, unless a different intention appears, be construed as reference to the provisions so re-enacted.

1.2 "Appointed Date" means January 1, 2015 or such other date as may be fixed or approved by the Hon'ble High Court of Gujarat at Ahmedabad or National Company Law Tribunal ("NCLT") or any other appropriate authority.

1.3 "Board of Directors" means the Board of Directors of GRSL, GARL or GAIL, as the context may require and includes committee thereof.

"Court" or "High Court" means the Hon'ble High Court of Gujarat at Ahmedabad and shall include the NCLT, if and when applicable;

1.5 "Gandhidham Undertaking" means the Gandhidham business division of Gokul Refoils and Solvent Limited on a going concern basis including assets including investments & liabilities, pertaining to Gandhidham Undertaking. Without limiting generality of the foregoing, Gandhidham Undertaking shall include but not limited to:

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For, Gokul Refoils & Solvent Ltd.

Director/Authorised Signatory



Advocate

- a. All the assets and properties as on the Appointed Date pertaining to the Gandhidham Undertaking;
- b. All the debts, liabilities, duties and obligations including contingent liabilities pertaining to the Gandhidham Undertaking;
- c. Without prejudice to the generality of above, the Gandhidham Undertaking shall include land or piece of land, buildings, the movable properties covering plant and machinery, equipment, furniture, fixtures, vehicles, Capital work in progress, leasehold assets and other properties, real, corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature and wheresoever situated including but without being limited to cash in hand, bank balance, investments, claims, powers, authorities, allotments, approvals, consents, letters of intent, registrations, licenses (including but not limited to sales tax registrations, VAT registrations, tax registrations), contracts, agreements, engagements, arrangements, rights, credits, titles, interests, benefits, advantages, leasehold rights, sub-letting tenancy rights, with or without the consent of the landlord as may be required, goodwill, other intangibles, permits, authorizations, trademarks, trade names, labels, brands, patents, patent rights, copyrights, designs, and other industrial and intellectual properties and rights of any nature whatsoever including labels, designs, know-how, domain names, or any applications for the above, assignments and grants in respect thereof, import quotas and other quota rights, right to use and avail of telephones, telex, facsimile and other communication facilities, connections, installations and equipment, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds, and benefits of all agreements, arrangements, deposits, advances, recoverables and receivables, whether from government, semi-government, local authorities or any other person including customers, contractors or other counter parties, etc., all earnest monies and/or deposits, privileges, liberties, easements, advantages, benefits, exemptions, permissions, and approvals of whatsoever nature (including but not limited to benefits of tax relief including under the IT Act such as credit for advance tax, taxes deducted at source, minimum alternate tax etc., unutilized deposits or credit for, ~~Goods Return~~ <sup>the VAT / Sales Tax law,</sup> & Solvent Ltd.

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 Director/Authorised Signatory





Undertaking. Without limiting generality of the foregoing, Gandhidham Windmill Undertaking shall include;

- a. All assets and liabilities of GRSL pertaining to Gandhidham Windmill Undertaking
- b. Without prejudice to the generality of the provisions of above, the Gandhidham Windmill Undertaking shall include -

The whole of the undertaking of Gandhidham Windmill Undertaking of GRSL, as a going concern, including all debts, liabilities, duties and obligations and all the assets and properties, whether moveable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building, all fixed and moveable plant and machinery, transmission cables, blades, Rotors, spares, vehicles, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, quota, rights, import quotas, licenses, registrations, copyrights, patents, trade names, trademarks and other industrial rights and licenses in respect of the Gandhidham Windmill Undertaking, applications for copyrights, patents, trade names, trademarks, leases, licenses, tenancy rights, premises, ownership flats, hire purchase and lease arrangements, computers, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations, benefits of agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all the right, title, interest, goodwill, benefit and advantage, deposits, reserves, provisions, advances, receivables, funds, cash, bank balances, accounts and all other rights, claims and owners of whatsoever nature and wheresoever situate belonging to or in the possession of or granted in favour of or enjoyed by GRSL in connection with or pertaining or relating to the Gandhidham Windmill Undertaking and all earnest money and/ or deposits including security deposits paid by GRSL in connection with or relating to Gandhidham Windmill Undertaking and approvals of whatsoever nature (including but not limited to benefits of tax relief including under the IT Act such as credit for advance tax, taxes deducted at source, minimum alternate tax etc., unutilized deposits or credits, benefits under the VAT /

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deposits or credits, benefits of any unutilized MODVAT / CENVAT / Service tax credits, etc.) relating to the Gandhidham Windmill Undertaking;

For the purpose of this Scheme, it is clarified that liabilities pertaining to the Gandhidham Windmill Undertaking include:

- The liabilities which arise out of the activities or operations of the Gandhidham Windmill Undertaking.
- Specific loans and borrowings (including debentures, if any) raised, incurred and utilized solely for the activities or operation of Gandhidham Windmill Undertaking.
- Liabilities other than those referred, to in Sub-clauses a. and b. above, being the amounts of general or multipurpose borrowings of GRSL, allocated to Gandhidham Windmill Undertaking based on discussion between management of GRSL and GAL.

c. All employees of GRSL employed in Gandhidham Windmill Undertaking as on the Effective Date.

d. Any particular asset or liability should be included or excluded as an asset or liability of the Gandhidham Windmill Undertaking or otherwise shall be decided mutually by the Board of Directors or any committee thereof of GRSL and GAL.

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1.7 "Demerged Undertakings" means collectively Gandhidham Undertaking and Gandhidham Windmill Undertaking as defined in clause 1.5 and 1.6 respectively.

1.8 "Effective Date" means the last of the date on which the conditions specified in clause 25 of the Scheme are fulfilled with respect to a particular Part of the Scheme.



1.9 "Expenses" or "Specified items" includes amount to be written-off towards obsolete or unrealizable assets whether fixed or current or tangible or intangible of the Demerged Company; any diminution in value of investments in the subsidiary companies and/or Joint Ventures whether in India or overseas, if any, whether existing or occurring in future; all the expenses / costs incurred in carrying out and implementing this scheme; any additional depreciation on account of any upward revaluation of assets; any impairment amortization and/or write-off of goodwill; and such other expenditure for, Gukul Refractories Solvent Ltd.



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Director/Authorised Signatory.



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as may be decided and considered necessary by the Board of Directors of GRSL. For the purpose of this clause, if any issue / question arises with respect to identification and/or quantification of the nature and amount of the expenses, the decision / clarification of the Board of Directors of GRSL shall be final.

1.10 "Gokul Agri International Limited" or "GAIL" or "Transferee Company 2" means Gokul Agri International Limited, a company incorporated under the Act and having its registered office at State Highway No. 41, Near Sujanpur Patia, Sidhpur - 384151 in the state of Gujarat.

1.11 "Gokul Agro Resources Limited" or "GARL" or "Resulting Company" or "Transferee Company 1" means Gokul Agro Resources Limited, a company incorporated under the Act and having its registered office at 89, Meghpar, Borichi, Galpadaar Road, Near Sharma Resorts, Gandhidham - 370240 in the state of Gujarat.

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1.12 "Gokul Refoils and Solvent Limited" or "GRSL" or "Demerged Company" or "Transferor Company" means Gokul Refoils and Solvent Limited, a company incorporated under the Act and having its registered office at State Highway No. 41, Near Sujanpur Patia, Sidhpur - 384151

1.13 "Record Date" means such date after the Effective Date which will be mutually fixed by the Board of Directors of GRSL and GARL or any committee / person duly authorized by the respective Board of Directors, to determine the members of Demerged Company to whom equity shares of the Resulting Company will be allotted pursuant to clause 3.1 of this Scheme.



1.14 "Remaining Undertaking" means the undertaking along with businesses, activities and operations presently being managed by the Demerged Company, excluding the Gandhidham Undertaking and Gandhidham Windmill Undertaking, Sidhpur Undertaking and Sidhpur Windmill Undertaking.

1.15 "Scheme" or "the Scheme" or "this Scheme" means this Composite Scheme of arrangements in its present form or with any



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modification(s) approved or imposed or directed by the High Court or NCLT, as the case may be.

1.16 "Sidhpur Undertaking" means the Sidhpur business Undertaking of GRSL on a going concern basis including assets & liabilities pertaining to Sidhpur Undertaking Without limiting generality of the foregoing, Sidhpur Undertaking shall include;

- a. All the assets and properties as on the Appointed Date pertaining to the Sidhpur Undertaking including the investments of GRSL in its subsidiaries being part of the Sidhpur Undertaking along with balances pertaining to such subsidiaries;
- b. All the debts, liabilities, duties and obligations including contingent liabilities pertaining to the Sidhpur Undertaking;
- c. Without prejudice to the generality of above, the Sidhpur Undertaking shall include land or piece of land, buildings, the movable properties covering plant and machinery, equipment, furniture, fixtures, vehicles, Capital work in progress, leasehold assets and other properties, real, corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature and wheresoever situated including but without being limited to cash in hand, bank balance, investments claims, powers, authorities, allotments, approvals, consents, letters of intent, registrations, licenses, contracts, agreements, engagements, arrangements, rights, credits, titles, interests, benefits, advantages, leasehold rights, sub-letting tenancy rights, with or without the consent of the landlord as may be required, goodwill, other intangibles, permits, authorizations, trademarks, trade names, labels, brands, patents, patent rights, copyrights, designs, and other industrial and intellectual properties and rights of any nature whatsoever including labels, designs, know-how, domain names, or any applications for the above, assignments and grants in respect thereof, import quotas and other quota rights, right to use and avail of telephones, telex, facsimile and other communication facilities, connections, installations and equipment, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds, and benefits of all agreements, arrangements, deposits, advances, recoverables and receivables, ~~the Bank of India & Punjab, Semi-government, local~~

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authorities or any other person including customers, contractors or other counter parties, etc., all earnest monies and/or deposits, privileges, liberties, easements, advantages, benefits, exemptions permissions, and approvals of whatsoever nature and approvals of whatsoever nature (including but not limited to benefits of tax relief including under the IT Act such as credit for advance tax, taxes deducted at source, minimum alternate tax etc., unutilized deposits or credits, benefits under the VAT / Sales Tax law, VAT/sales tax setoff, unutilized deposits or credits, benefits of any unutilized MODVAT / CENVAT / Service tax credits, etc.) relating to the Sidhpur Undertaking;

- d. All employees engaged in or in relation to the Sidhpur Undertaking as on the Effective Date;
- e. All records, files, papers, engineering and process information, computer programs, computer software, manuals, data catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, customers credit information, customers pricing information and other records, whether in physical form or electronic form in connection with or relating to the Sidhpur Undertaking;

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Explanation A: Whether any particular asset or liability should be included or excluded as an asset or liability of the Sidhpur Undertaking or otherwise shall be decided mutually by the Board of Directors or any committee thereof of GRSL and GAIL.

1.17 "Sidhpur Windmill Undertaking" means the Sidhpur Windmill business Undertaking of GRSL on a going concern basis including assets & liabilities pertaining to Sidhpur Windmill Undertaking. Without limiting generality of the foregoing, Sidhpur Windmill Undertaking shall include;

- a. All assets and liabilities of GRSL pertaining to Sidhpur Windmill Undertaking
- b. Without prejudice to the generality of the provisions of above, the Sidhpur Windmill Undertaking shall include -

The whole of the undertaking of Sidhpur Windmill Undertaking of GRSL, as a going concern, including all debts, liabilities, duties and obligations and all the assets and properties, whether moveable or immovable, real or personal, in possession of



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For, Gokul Refills & Solvent Ltd.

Director/Authorised Signatory



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reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building, all fixed and moveable plant and machinery, transmission cables, blades, Rotors, spares, vehicles, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, quota, rights, import quotas, licenses, registrations, copyrights, patents, trade names, trademarks and other industrial rights and licenses in respect of the Sidhpur Windmill Undertaking, applications for copyrights, patents, trade names, trademarks, leases, licenses, tenancy rights, premises, ownership flats, hire purchase and lease arrangements, computers, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations, benefits of agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all the right, title, interest, goodwill, benefit and advantage, deposits, reserves, provisions, advances, receivables, funds, cash, bank balances, accounts and all other rights, claims and owners of whatsoever nature and wheresoever situate belonging to or in the possession of or granted in favour of or enjoyed by GRSL in connection with or pertaining or relating to the Sidhpur Windmill Undertaking and all earnest money and/ or deposits including security deposits paid by GRSL in connection with or relating to Sidhpur Windmill Undertaking and approvals of whatsoever nature (including but not limited to benefits of tax relief including under the IT Act such as credit for advance tax, taxes deducted at source, minimum alternate tax etc., unutilized deposits or credits, benefits under the VAT / Sales Tax law, VAT/sales tax setoff, unutilized deposits or credits, benefits of any unutilized MODVAT / CENVAT / Service tax credits, etc.) relating to the Sidhpur Windmill Undertaking.

For the purpose of this Scheme, it is clarified that liabilities pertaining to the Sidhpur Windmill Undertaking include:

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- The liabilities which arise out of the activities or operations of the Sidhpur Windmill Undertaking.
- Specific loans and borrowings (including debentures, if any) raised, incurred and utilized solely for the activities or operation of Sidhpur Windmill Undertaking.



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Advocate

For, Gokul Refoils & Solvent Ltd.  
Director/Authorised Signatory



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- Liabilities other than those referred, to in Sub-clauses a. and b. above, being the amounts of general or multipurpose borrowings of GRSL, allocated to Sidhpur Windmill Undertaking based on discussion between management of GRSL and GAIL
- c. All employees of GRSL employed in Sidhpur Windmill Undertaking as on the Effective Date.
- d. Any particular asset or liability should be included or excluded as an asset or liability of the Sidhpur Windmill Undertaking or otherwise shall be decided mutually by the Board of Directors or any committee thereof of GRSL and GAIL.

1.18 "Sidhpur Undertakings" means collectively Sidhpur Undertaking and Sidhpur Windmill Undertaking as defined in clause 1.16 and 1.17 respectively.

In this Part, unless the context otherwise requires:

- 1.1 the words denoting the singular shall include the plural and vice versa;
- 1.2 headings and bold typefaces are only for convenience and shall be ignored for the purpose of interpretation;
- 1.3 references to the word "include" or "including" shall be construed without limitation;
- 1.4 a reference to an article, clause, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or schedule of this Scheme;
- 1.5 reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
- 1.6 word(s) and expression(s) which are used in this Scheme and not defined in part, shall, unless repugnant or contrary to the context or meaning hereof, and as the context may require, have the same meaning ascribed to them under the Act or the Securities Contracts (Regulations) Act, 1956 or Depositories Act, 1996 or other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

*Agd*  
*[Signature]*  
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**2. SHARE CAPITAL**

2.1 The share capital of Gokul Refoils and Solvent Limited (i.e. Demerged Company / Transferor Company) as at 31 March 2014 is as under:



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**Advocate**

For, Gokul Refoils & Solvent Ltd.

*[Signature]*  
**Director/Authorised Signatory**



Particulars	Amount (in Rs.)
<u>Authorized Share Capital</u>	
175,000,000 equity shares of Rs. 2/- each	350,000,000
<b>TOTAL</b>	<b>350,000,000</b>
<u>Issued, Subscribed and Paid-up share capital</u>	
131,895,000 equity shares of Rs. 2/- each fully paid up	263,790,000
<b>TOTAL</b>	<b>263,790,000</b>

There has been no change in the share capital of GRSL subsequent to the above.

2.2 The share capital of Gokul Agro Resource Limited (i.e. Resulting Company/Transferee Co. 1) as at 03 July 2014, being the date of incorporation, is as under:

Particulars	Amount (in Rs.)
<u>Authorized Share Capital</u>	
50,000 equity shares of Rs. 10/- each fully paid up	500,000
<b>TOTAL</b>	<b>500,000</b>
<u>Issued, Subscribed and Paid-up share capital</u>	
50,000 equity shares of Rs. 10/- each fully paid up	500,000
<b>TOTAL</b>	<b>500,000</b>

There has been no change in the capital structure of GARL subsequent to above.

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2.3 The share capital of Gokul Agro International Limited (i.e. Transferee Co. 2) as at May 23, 2014, being the date of incorporation, is as under:

Particulars	Amount (in Rs.)
<u>Authorized Share Capital</u>	
2,000,000 equity shares of Rs. 10/- each	20,000,000
<b>TOTAL</b>	<b>20,000,000</b>
<u>Issued, Subscribed and Paid-up share</u>	



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Advocate

For, Gokul Refoils & Solvent Ltd.  
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Director/Authorised Signatory



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capital 50,000 equity shares of Rs. 10/- each	500,000
fully paid up	
<b>TOTAL</b>	<b>500,000</b>

There has been no change in the capital structure of GAIL subsequent to above.

**3. DATE OF TAKING EFFECT AND OPERATIVE DATE**

The Scheme set out herein in its present form or with any modification(s) approved or directed by the High Court or NCLT or any other appropriate authority shall be effective from the Appointed Date, but shall be operative from the Effective Date.

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Advocate

For, Gokul Refoils & Solvent Ltd.  
*[Signature]*  
Director/Authorised Signatory



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**PART II - DEMERGER OF GANDHIDHAM UNDERTAKING AND GANDHIDHAM WINDMILL UNDERTAKING FROM GRSL TO GARL**

**4. TRANSFER AND VESTING OF GANDHIDHAM UNDERTAKING AND GANDHIDHAM WINDMILL UNDERTAKING OF DEMERGED COMPANY**

4.1 With effect from the Appointed Date and upon the Scheme becoming effective, the whole of the Gandhidham Undertaking as defined in clause 1.5 and the whole of the Gandhidham Windmill Undertaking as defined in clause 1.5 shall (collectively referred to as "Demerged Undertakings" as described in clause 1.7 of the Scheme), pursuant to the provisions of Sections 391 to 394 and all other applicable provisions of the Act and Section 2(19AA) of the Income-tax Act, 1956 and without any further act, instrument, deed, matter or thing, stand transferred to and vested into, as a going concern, so as to vest in GARL all rights, title and interest pertaining to the Demerged Undertakings.

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4.2 Without prejudice to the generality of above, in respect of such of the assets of the Demerged Undertakings as are moveable in nature or are otherwise capable of transfer and vesting by manual delivery or by endorsement and/or delivery or by physical possession including plant, machinery and equipment, the same may be transferred to and vested into GARL, as follows;

a. All the moveable assets capable of being transferred and vested by delivery, including plant and machinery, shall be handed over by physical delivery (together with duly executed transfer forms or other documents as may be required) to GARL along with such other documents as may be necessary towards the end and intent that the property therein passes to GARL on such delivery without requiring any deed or instrument of conveyance for the same and shall become the property of GARL accordingly. The investments being part of Demerged Undertakings will be transferred to GARL by executing appropriate share transfer deeds. Such transfer shall be made on a date mutually agreed upon between the respective Boards of Directors of GRSL and GARL, being a date after the sanction of the Scheme by the High Court.



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For, Gokul Refoils & Solvent Ltd.  
Director/Authorised Signatory



b. The moveable assets, other than those specified above, including intangible assets, actionable claims, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, bank balances and deposits including deposits paid in relation to outstanding litigations, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, shall, without any further act, instrument or deed, be transferred to and vested into as the property of GARL. GARL may, if required, give notice in such form as it may deem fit and proper to each person or debtor that, pursuant to the Scheme, the said person or debtor should pay the debt, loan or advance or make good the same or hold the same to its account and that the right of GARL to recover or realize the same is in substitution of the right of GRSL and that appropriate entry should be passed in their respective books to record the aforesaid charges.

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4.3 With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities including accrued interest thereon, contingent liabilities, duties and obligations, secured or unsecured, of every kind, nature and description of Demerged Undertakings, shall, under the provisions of Sections 391 to 394 of the Act and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to or be deemed to be transferred to GARL, so as to become from the Appointed Date the debts, liabilities including accrued interest thereon, contingent liabilities, duties and obligations, secured or unsecured, of the Resulting Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities including accrued interest thereon, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this clause.



4.4 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions or approvals or consents held by GRSL required to carry on operations of the Demerged Undertakings shall stand vested in or transferred to GARL without any further act or deed, and shall be appropriately regulated by the



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statutory authorities concerned therewith in favour of GARL and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses etc. shall vest in and become available to GARL as if they were originally obtained by GARL. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by GRSL relating to the Demerged Undertakings, are concerned, the same shall vest with and be available to GARL on the same terms and conditions as applicable to Demerged Company, as if the same had been allotted and/or granted and/or sanctioned and/or allowed to GARL.

4.5 All patents, trademarks, copyrights, or any kind of intellectual property, if any, registered with the concerned authority or application submitted at any time on or before the Effective Date or being used by GRSL, pertaining to the Demerged Undertakings shall stand transferred and vested in the name of GARL without any further act or deed. GARL, however, shall after the scheme becoming effective file the relevant intimation with the concerned statutory authorities.

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4.6 GRSL in relation to Demerged Undertakings may be entitled to various benefits under incentive schemes and policies in relation to the Demerged Undertakings and pursuant to this Scheme, it is declared that the benefits under all of such schemes and policies pertaining to Demerged Undertakings shall be transferred to and vested into GARL and all benefits, entitlements and incentives of any nature whatsoever including benefits under income tax, excise (including modified value added tax, central value added tax), sales tax (including deferment of any tax), service tax, exemptions, concessions, remissions, subsidies and other incentives in relation to Demerged Undertakings, to the extent statutorily available, shall be claimed by GARL.



4.7 Upon the coming into effect of this Scheme on the Appointed Date such of the borrowings of GRSL relating to Demerged Undertakings as identified by the Board of Directors of GRSL, shall without any further act or deed be and stand transferred to GARL, and shall thereupon



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become the debts and liabilities of GARL, which shall meet, discharge and satisfy the same.

4.8 The transfer of the borrowings in terms of the above clause shall be without prejudice to any agreements or arrangements including in respect of security entered into between GRSL and the lenders existing on the Appointed Date which shall continue in full force (all such time as the individual agreements are signed between the lenders and GARL) notwithstanding that the liability for repayment of the principal amount and payments of interest or any other dues is taken over by GARL. GRSL shall make repayments of such principal amounts and payments of interest or any other dues thereon on behalf of GARL, and GARL shall be under an obligation to place with GRSL funds at the relevant time so as to enable GARL to make payments to the lenders on or before their respective due dates.

4.9 The transfer and vesting of the Demerged Undertakings as aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof relating to the Demerged Undertakings to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the Demerged Undertakings.

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The security and charge over the assets forming part of the Demerged Undertakings which relate to any liabilities pertaining to the business other than the Demerged Undertakings, or liabilities of GRSL other than liabilities of the Demerged Undertakings, shall without any further act or deed be released from such encumbrance and shall no longer be available as security in relation to any liabilities except ascertainable to Demerged Undertakings. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above. The provisions of this clause shall operate notwithstanding anything contained in any instrument, deed or writing or terms of sanction or issue or any security document, all of which instruments, deeds and writings shall stand modified and/or superseded by the foregoing provision.



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For, Gokul Refills & Solvent Ltd.

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Provided further that the securities, charges, hypothecation and mortgages (if any subsisting) over and in respect of the assets or any part thereof of GARL shall continue with respect to such assets or any part thereof of GARL and this Scheme shall not operate to enlarge such securities, charges, hypothecation or mortgages and shall not extend or be deemed to extend, to any of the assets of the Demerged Undertakings vested in GARL, provided always that this Scheme shall not operate to enlarge the security of any loan, deposit or facility created by GRSL in relation to the Demerged Undertakings which shall vest in GARL by virtue of the vesting of the Demerged Undertakings into GARL and there shall not be any obligation to create any further or additional security therefore after the Scheme has become effective.

Provided further that all the loans, advances and other facilities sanctioned to GRSL in relation to the Demerged Undertakings by its bankers and financial institutions prior to the Appointed Date, which are partly drawn or utilized shall be deemed to be the loans and advances sanctioned to GARL and the said loans and advances may be drawn and utilized either partly or fully by GRSL from the Appointed Date till the Effective Date and all the loans, advances and other facilities so drawn by GRSL in relation to the Demerged Undertakings (within the overall limits sanctioned by their bankers and financial institutions) shall on the Effective Date be treated as loans, advances and other facilities made available to GARL and all the obligations of GRSL in relation to the Demerged Undertakings under any loan agreement shall be construed and shall become the obligation of GARL without any further act or deed on the part of the Resulting Company.

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4.10 Where any of the liabilities and obligations attributed to the Demerged Undertakings on the Appointed Date has been discharged by GRSL on behalf of GARL after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on behalf of GARL.

4.11 It is clarified that if any assets, (estate, claims, rights, title, interest in, or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever in relation to any of the Demerged Undertakings which



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GRSL owns or to which GRSL is a party and which cannot be transferred to GARL or to its successor in business, for any reason whatsoever, GRSL shall hold such assets or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of GARL to which the Demerged Undertakings is being transferred in terms of this scheme, in so far as it is permissible so to do, till such time as the transfer is effected.

5. CONSIDERATION

5.1 Upon this Scheme becoming effective, GARL shall without any further application or deed, issue and allot shares, at par, credited as fully paid-up, to the extent indicated below to the shareholders of GRSL, and whose name appear in the Register of Members or the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the respective Board of Directors in the following manner:

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"1 (One) fully paid up Equity Share of Rs.2/-(Rupees Two Only) each of GARL shall be issued and allotted for every 1 (One) fully paid up Equity Share of Rs. 2/-(Rupees Two Only) each held in GRSL"

5.2 In so far as the issue of equity shares pursuant to the above clause is concerned, the same shall be issued and allotted in dematerialized form to those equity shareholders who hold equity Shares in GRSL in dematerialized form, in to the account with the Depository Participant in which the equity shares of GRSL are held or such other account with the Depository Participant as is intimated by the equity shareholders to the Resulting Company before the Record Date. All those equity shareholders of GRSL who hold equity Shares of GRSL in physical form shall also have the option to receive the shares, as the case may be, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to GARL before the Record Date. In the event that GARL has received notice from any equity shareholder of GRSL that equity shares are to be issued in physical form or if any member has not provided the requisite details relating to his/her/its account with a Depository Participant or other confirmations as may be required or the details



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furnished by any member do not permit electronic credit of the shares of the GARL, then GARL shall issue equity shares, in physical form to such equity Shareholders.

5.3 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of GRSL, the board of directors or any committee thereof of GRSL shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer in GRSL as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transfer of the share in GRSL and in relation to the shares issued by GARL after the effectiveness of this Scheme. The board of directors of GRSL and GARL shall be empowered to jointly remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in the Resulting Company on account of difficulties faced in the transaction period.

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5.4 The equity shares issued by GARL in terms of clause 5.1 of the Scheme will be listed and/or admitted to trading on the Stock Exchanges, where the shares of GRSL are listed and/or admitted to trading, subject to necessary approval to be obtained from regulatory authorities and all necessary compliances and applications will be made in this respect by GARL.



5.5 Shares to be issued by GARL pursuant to clause 5.1 of the Scheme in respect of any Equity shares of GRSL which are held in abeyance under the provisions of Section 206A (corresponding notified Section 126 of the Companies Act, 2013) of the Act or otherwise, if any, shall, pending allotment or settlement of dispute by order of Court or otherwise, also be held in abeyance by GARL.

5.6 Approval of this Scheme by the shareholders of GRSL shall be deemed to be the due compliance of the provisions of Section 81(LA) (corresponding section 52(1) of the Companies Act, 2013) and the other relevant and applicable provisions of the Act for the issue and allotment of equity shares by GARL to the equity shareholders of GRSL, as provided in this Scheme.



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For Gokul Bajaj & Solvent Ltd.

Director/Authorised Signatory



- 5.7 The Equity shares allotted pursuant to the Scheme shall remain frozen in the depositories system till listing/ trading permission is given by the designated stock exchange.
- 5.8 There shall be no change in the shareholding pattern or control in GARL between the record date and the listing of the Equity shares allotted by GARL pursuant to the Scheme.
- 5.9 The Shares to be issued by GARL shall be subject to the Scheme and the Memorandum and Articles of Association of the Resulting Company.
- 5.10 The Resulting Company shall increase its Authorized Share Capital to facilitate issue of shares under this Scheme, by following the requisite procedure under applicable provisions of law and the resolution approving the Scheme shall be deemed to be the approval of increase in the authorized share capital of the Transferee Company.
- 5.11 The approval of this Scheme by the shareholders of both the companies under Sections 391 and 394 of the Act shall be deemed to have the approval under Sections 16, 31, 94 (corresponding section 13, 14 and 61 of the Companies Act 2013 respectively) and other applicable provisions of the Act and any other consents and approvals required in this regard.

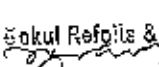

**6. ACCOUNTING TREATMENT IN THE BOOKS OF THE RESULTING COMPANY**

On the Scheme becoming effective and with effect from the Appointed Date, the Resulting Company shall account for demerger in its books as under:

- 6.1 GARL shall record the assets, liabilities and debts of the Demerged Undertakings, at their respective book values as appearing in the books of Demerged Company at the close of business on the day immediately preceding the Appointed Date.
- 6.2 GARL shall credit to the Share Capital account in its books of account, the aggregate face value of the equity shares issued and allotted under clause 5.1 of the Scheme to shareholder of Demerged Company.



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For,  Solvent Ltd.  
 Director/Authorised Signatory



- 6.3 Upon Scheme being effective and upon issue of shares by GARL to the shareholders of GRSL as envisaged in clause 5.1 of the Scheme, the shares of GARL held by GRSL (whether in its own name or jointly or through any nominee) shall stand automatically cancelled.
- 6.4 The difference, being the excess of value of Net Assets Value of the Demerged Undertakings from GRSL and recorded by GARL in terms of clause 6.1 above, over the amount credited as share capital as per clause 6.2 and after adjusting cancellation of shares held by GRSL (whether in its own name or jointly or through any nominee), shall be credited to Capital Reserve of GARL. Deficit, if any, shall be debited to Goodwill Account of GARL. ("Net Assets Value" shall be computed as the value of assets less the value of liabilities, of the Demerged Undertakings transferred to Resulting Company and recorded in Resulting Company in terms of clause 6.1 of the Scheme)

**7. ACCOUNTING TREATMENT IN THE BOOKS OF DEMERGED COMPANY**

On the Scheme becoming effective and with effect from the Appointed Date, the Demerged Company shall account for demerger in its books as under:

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7.1 Demerged Company shall reduce from its books, the book value of assets and liabilities transferred as part of the Demerged Undertakings to the Resulting Company, pursuant to the Scheme.

7.2 Upon Scheme being effective, the investments made by the Demerged Company in Equity Shares of the Resulting Company, appearing in the books of the Demerged Company shall stand cancelled and the same shall be adjusted against the Securities Premium Account of the Demerged Company as envisaged in clause 13.2 hereinafter.



7.3 The amount being the Net Assets Value of the Demerged Undertakings transferred pursuant to the Scheme shall be adjusted against Securities Premium Account as envisaged in clause 13.1 hereinbelow, to the extent available. The balance shall be adjusted against the General Reserve Account to the extent available followed by Profit & Loss Account to the extent available. If the difference is a credit balance, the same shall be credited to Capital Reserve Account.



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**Advocate**

For, Gokul Retail & Solvent Ltd.  
 Director/Authorised Signatory:



8. DECLARATION OF DIVIDEND

8.1 For the avoidance of doubt it is hereby clarified that nothing in this Scheme shall prevent GRSL from declaring and paying dividends, whether interim or final, to its equity shareholders as on the record date for the purpose of any such dividend.

8.2 GRSL shall not utilize the profits or income, if any, relating to the Demerged Undertakings for the purpose of declaring or paying any dividend to its shareholders or for any other purpose in respect of the period ending on and after the Appointed Date, without the prior written consent of the Board of Directors of GARL.

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For, Gokul Refills & Solvent Ltd.  
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**PART III - TRANSFER OF SIDHPUR UNDERTAKING AND SIDHPUR WINDMILL UNDERTAKING FROM GRSL TO GAIL**

**9. TRANSFER AND VESTING OF SIDHPUR UNDERTAKING AND SIDHPUR WINDMILL UNDERTAKING OF GRSL**

9.1 With effect from the Appointed Date and upon the Scheme becoming effective, the whole of the Sidhpur Undertaking as defined in clause 1.16 of the Scheme and the whole of the Sidhpur Windmill Undertaking as defined in clause 1.17 of the Scheme (collectively referred to as "Sidhpur Undertakings" as described in clause 1.18 of the Scheme) shall, pursuant to the provisions of Sections 391 to 394 of the Act and all other applicable provisions of the Act, and without any further act, instrument, deed, matter or thing, shall stand transferred to and vested into, as a going concern for considerations as detailed in clause 10 of the Scheme, so as to vest in GAIL all rights, title and interest pertaining to the Sidhpur Undertakings.

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9.2 Without prejudice to the generality of above, in respect of such of the assets of the Sidhpur Undertakings as are moveable in nature or are otherwise capable of transfer and vesting by manual delivery or by endorsement and/or delivery or by physical possession including plant, machinery and equipment, the same may be transferred to and vested into GAIL, as follows:

- a. All the moveable assets of the Sidhpur Undertakings capable of being transferred and vested by delivery, including plant and machinery, shall be handed over by physical delivery (together with duly executed transfer forms or other documents as may be required) to GAIL along with such other documents as may be necessary towards the end and intent that the property therein passes to GAIL on such delivery without requiring any deed or instrument of conveyance for the same and shall become the property of GAIL accordingly. Such transfer shall be made on a date mutually agreed upon between the respective Boards of Directors of GRSL and GAIL, being a date after the sanction of the Scheme by the High Court. The investments being part of Sidhpur Undertaking will be transferred to GAIL by executing appropriate share transfer deeds. Such transfer shall be made on a date mutually agreed upon between the respective Boards of Directors



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**Advocate**

For, Gokul Refoits & Solvent Ltd.

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of GRSL and GAIL, being a date after the sanction of the Scheme by the High Court.

b. The moveable assets of the Sidhpur Undertakings, other than those specified above, including intangible assets, actionable claims, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, bank balances and deposits including deposits paid in relation to outstanding litigations, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, shall, without any further act, instrument or deed, be transferred to and vested into as the property of GAIL. GAIL may, if required, give notice in such form as it may deem fit and proper to each person or debtor that, pursuant to the Scheme, the said person or debtor should pay the debt, loan or advance of the Sidhpur Undertakings or make good the same or hold the same to its account and that the right of GAIL to recover or realize the same is in substitution of the right of GRSL and that appropriate entry should be passed in their respective books to record the aforesaid charges.

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9.3 With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities including accrued interest thereon, contingent liabilities, duties and obligations, secured or unsecured, of every kind, nature and description of Sidhpur Undertakings, shall, under the provisions of Sections 391 to 394 of the Act and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to or be deemed to be transferred to GAIL, so as to become from the Appointed Date the debts, liabilities including accrued interest thereon, contingent liabilities, duties and obligations, secured or unsecured, of GAIL and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities including accrued interest thereon, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this clause.



With effect from the Appointed Date and upon the Scheme becoming effective, any statutory provisions or approvals or consents for, ~~GAIL~~ ~~GRSL~~ ~~and~~ ~~potentials~~

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held by GRSL required to carry on operations of Sidhpur Undertakings shall stand vested in or transferred to GAIL without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of GAIL and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses etc. shall vest in and become available to GAIL as if they were originally obtained by GAIL. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by GRSL relating to Sidhpur Undertakings, are concerned, the same shall vest with and be available to GAIL on the same terms and conditions as applicable to GRSL, as if the same had been allotted and/or granted and/or sanctioned and/or allowed to GAIL.

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9.5 All patents, trademarks, copyrights, or any kind of intellectual property, if any, registered with the concerned authority or application submitted at any time on or before the Effective Date or being used by GRSL, pertaining to Sidhpur Undertakings shall stand transferred and vested in the name of GAIL without any further act or deed. GAIL, however, shall after the scheme becoming effective file the relevant intimation with the concerned statutory authorities.

9.6 GRSL in relation to Sidhpur Undertakings may be entitled to various benefits under incentive schemes and policies in relation to the Sidhpur Undertakings respectively and pursuant to this Scheme, it is declared that the benefits under all of such schemes and policies pertaining to Sidhpur Undertakings respectively shall be transferred to and vested into GAIL and all benefits, entitlements and incentives of any nature whatsoever including benefits under income tax, excise (including modified value added tax, central value added tax), sales tax (including deferment of any tax), service tax, exemptions, concessions, remissions, subsidies and other incentives in relation to the Sidhpur Undertakings, to the extent statutorily available, shall be claimed by GAIL.

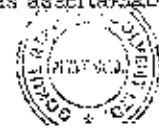


9.7 Upon the coming into effect of this Scheme on the Appointed Date such of the general and multipurpose borrowings as ascertainable to

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the Sidhpur Undertakings of GRSL as identified by the Board of Directors of GRSL, shall without any further act or deed be and stand transferred to GAIL, and shall thereupon become the debts and liabilities of GAIL, which shall meet, discharge and satisfy the same.

9.8 The transfer of the general and multipurpose borrowings as ascertainable to the Sidhpur Undertakings in terms of the abovementioned clause shall without prejudice to any agreements or arrangements including in respect of security entered into between GRSL and the lenders existing on the Appointed Date which shall continue in full force (till such time as the individual agreements are signed between the lenders and GAIL) notwithstanding that the liability for repayment of the principal amount and payments of interest or any other dues is taken over by GAIL. GRSL shall make repayments of such principal amounts and payments of interest or any other dues thereon on behalf of GAIL, and GAIL shall be under an obligation to place with GRSL funds at the relevant time so as to enable GAIL to make payments to the lenders on or before their respective due dates.

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9.9 The transfer and vesting of the Sidhpur Undertakings as aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof relating to the Sidhpur Undertakings respectively to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the Sidhpur Undertakings respectively.



The security and charge over the assets forming part of the Sidhpur Undertakings which relate to any liabilities pertaining to the business other than the Sidhpur Undertakings, or liabilities of GRSL other than liabilities of the Sidhpur Undertakings, shall without any further act or deed be released from such encumbrance and shall no longer be available as security in relation to any liabilities except ascertainable to Remaining Undertaking. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above. The provisions of this clause shall operate notwithstanding anything contained in any instrument, deed or writing or terms of sanction or issue or any security document in all of



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which instruments, deeds and writings shall stand modified and/or superseded by the foregoing provision.

Provided further that the securities, charges, hypothecation and mortgages (if any subsisting) over and in respect of the assets or any part thereof of GAIL shall continue with respect to such assets or any part thereof of GAIL and this Scheme shall not operate to enlarge such securities, charges, hypothecation or mortgages and shall not extend or be deemed to extend, to any of the assets of the Sidhpur Undertakings vested in GAIL, provided always that this Scheme shall not operate to enlarge the security of any loan, deposit or facility created by GRSL in relation to the Sidhpur Undertakings which shall vest in GAIL by virtue of the vesting of the Sidhpur Undertakings into GAIL and there shall not be any obligation to create any further or additional security therefore after the Scheme has become effective.

Provided further that all the loans, advances and other facilities sanctioned to GRSL in relation to the Sidhpur Undertakings by its bankers and financial institutions prior to the Appointed Date, which are partly drawn or utilized shall be deemed to be the loans and advances sanctioned to GAIL and the said loans and advances may be drawn and utilized either partly or fully by GRSL from the Appointed Date till the Effective Date and all the loans, advances and other facilities so drawn by GRSL in relation to the Sidhpur Undertakings (within the overall limits sanctioned by their bankers and financial institutions) shall on the Effective Date be treated as loans, advances and other facilities made available to GAIL and all the obligations of GRSL in relation to the Sidhpur Undertakings under any loan agreement shall be construed and shall become the obligation of GAIL without any further act or deed on the part of the GAIL.

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9.10 Where any of the liabilities and obligations attributed to the Sidhpur Undertakings on the Appointed Date has been discharged by GRSL on behalf of GAIL after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on behalf of GAIL.

9.11 It is clarified that if any assets, (estate, claims, rights, title, interest in, or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of



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For. Gokul Refoils & Solvent Ltd.



whosoever in relation to any of the Sidhpur Undertakings which GRSL owns or to which GRSL is a party and which cannot be transferred to GAIL or to its successors in business, for any reason whatsoever, GRSL shall hold such assets or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of GAIL to which the Sidhpur Undertakings is being transferred in terms of this scheme, in so far as it is permissible so to do, till such time as the transfer is effected.

**10. CONSIDERATION**

Subject to the terms and conditions of this Scheme, in consideration of the transfer of the Sidhpur Undertakings, GAIL shall issue such number of shares to GRSL equivalent to the value as may be determined and mutually agreed between the Board of Directors of GRSL and GAIL in respect of the assets and liabilities being transferred pertaining to Sidhpur Undertakings.

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**11. ACCOUNTING TREATMENT IN THE BOOKS OF GAIL**

On the Scheme becoming effective and with effect from the Appointed Date, GAIL shall account for transfer in its books as under:

11.1 All the assets and liabilities related to Sidhpur Undertakings as appearing in the books of accounts of GRSL as on the Appointed Date shall stand transferred to and vested in GAIL pursuant to the Scheme and shall be recorded by GAIL at a value derived by apportioning consideration paid by it amongst all the assets and liabilities pertaining to Sidhpur Undertaking;

11.2 The excess, if any, of the balance recorded as per above-mentioned clause over the consideration as detailed in clause 10 of the Scheme shall be recorded and credited as Capital reserves in the books of GAIL. Conversely, if the difference of balances as recorded as per above-mentioned clause and the consideration as detailed in clause 10 of the Scheme is a shortfall, such amount shall be recorded as Goodwill, as the case may be.



**12. ACCOUNTING TREATMENT IN THE BOOKS OF GRSL**

On the Scheme becoming effective and with effect from the Appointed Date, GRSL shall account for transfer in its books as under:



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12.1 The accounts representing the assets and liabilities pertaining to Sidhpur Undertakings shall stand reduced to the extent of the Book Value of the Sidhpur Undertakings upon transfer to GAIL;

12.2 Any difference between Consideration received as per clause 10 above and the amount being net assets value in terms of clause 12.1 above shall be adjusted against the balance of Capital Reserve Account (including the amount appropriated as mentioned above in clause 16.1 of the Scheme) and / or against the balance of Securities Premium Account as the Board of Directors of GRSL may decide.

**PART IV - RESTRUCTURING OF SHARE CAPITAL OF GRSL, GARL AND GAIL**

**13. RESTRUCTURE OF SHARE CAPITAL OF GRSL - UTILIZATION OF SECURITIES PREMIUM**

13.1 Upon Scheme being effective and upon demerger and transfer of the Demerged Undertakings of GRSL to GARL, the Net Asset Value of the said Demerged Undertakings shall be adjusted against the Securities Premium Account of GRSL as envisaged in clause 7.3 hereinabove.

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13.2 Upon Scheme being effective and upon issue of the shares by GARL to the shareholder of the GRSL in terms of clause 5.1 of the Scheme, the investment made by GRSL in the shares of GARL shall stand cancelled simultaneously as envisaged vide clause 7.2 hereinabove, the said amount shall be adjusted against the Securities Premium Reserve Account of GRSL.



13.3 The said utilization of the Securities Premium Account of GRSL, as specified in clause 13.1 and clause 13.2 of the Scheme, shall amount to reduction of capital under Sections 78 (corresponding section 52 of the Companies Act, 2013) read with Sections 100 to 103 of the Companies Act, 1956 and shall be effected as an integral part of the Scheme. The Order of the High Court sanctioning the Scheme shall be deemed to be the Order under Section 102 of the Act for the purpose of confirming the reduction. Since the aforesaid reduction does not involve either diminution of liability in respect of unpaid share capital or repayment of paid-up share capital, the provisions of Section 101(2) of the Act shall not be applicable. GRSL shall not be required



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Director/Authorised Signatory



to undertake the separate procedure for such reduction and it shall not be required to add the words "and reduced" as a suffix to its name consequent upon such reduction.

**14. RESTRUCTURE OF SHARE CAPITAL OF GARL**

14.1 Upon the Scheme being effective, the Equity shares of Rs. 10/- each shall be subdivided in Equity shares of Rs. 2/- each.

14.2 Upon the Scheme being effective, the Authorized Share Capital of GARL shall be increased to Rs. 350,000,000 (Rupees Thirty Five Crores Only) without any further act or deed but subject to payment of requisite registration fees and applicable stamp duty. Consequently, the Memorandum of Association and Articles of Association of GARL shall be altered and clause V of Memorandum of Association of GARL shall be replaced with the following clause:

"The Authorized Share Capital of the Company is Rs. 350,000,000/- (Rupees Thirty Five Crores Only) divided into 175,000,000 (Seventeen Crore Fifty Lacs) Equity Shares of Rs. 2/- (Rupees Two Only) each."

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14.3 Under the accepted principle of Single Window Clearance, it is hereby provided that the aforesaid alteration in the Memorandum and Articles of Association of the Resulting Company viz. Change in the Capital Clause referred above, shall become operative on the scheme being effective by virtue of the fact that the Shareholders of the Resulting Company while approving the Scheme as a whole, by virtue of written consent letters, have also resolved and accorded the relevant consents as required respectively under Sections 16, 31, 94 and 394 of the Companies Act, 1956 and Sections 13, 14 and 61 of the Companies Act, 2013 or any other provisions of the Act and shall not be required to pass separate resolutions as required under the Act.



14.4 Upon the Scheme becoming effective and upon the issue of shares by GARL in accordance with clause 5 above, the existing share capital comprising of 50,000 Equity Shares of Rs. 10/- (Rupees Ten Only) each aggregating to Rs. 500,000/- (Rupees Five Lakhs Only) of GARL held by GRSL (whether in its own name or jointly or through any nominee), as on the Record Date, shall without any application or



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For, Gokul Refoils & Solvent Ltd.  
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Director/Authorised Signatory



deed, stand cancelled without any payment as envisaged in clause 6.3 of the Scheme.

14.5 However, considering the issue of the new Equity Shares to be issued by GARL to the shareholders of GRSL as envisage in clause 5.1 of the scheme, being larger in value as compared to the cancellation as envisaged in clause 14.4 of the Scheme, there shall not be net reduction of the Share Capital of GARL. Hence, the provisions of law under Sec. 100 to 103 shall not be applicable.

**15. INCREASE IN THE AUTHORISED CAPITAL OF GAIL**

15.1 Upon the Scheme being effective, the Authorized Share Capital of GAIL shall be increased to Rs. 500,000,000 (Rupees Fifty Crores Only) without any further act or deed but subject to payment of requisite registration fees and applicable stamp duty. Consequently, the Memorandum of Association and Articles of Association of GAIL shall be altered and clause V of Memorandum of Association of GAIL shall be replaced with the following clause:

"The Authorized Share Capital of the Company is Rs. 500,000,000/- (Rupees Fifty Crores Only) divided into 50,000,000 Equity Shares of Rs. 10/- (Rupees Ten Only) each."

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15.2 Under the accepted principle of Single Window Clearance, it is hereby provided that the aforesaid alteration in the Memorandum and Articles of Association of GAIL viz. Change in the Capital Clause referred above, shall become operative on the scheme being effective by virtue of the fact that the Shareholders of GAIL while approving the Scheme as a whole, by virtue of written consent letters, have also resolved and accorded the relevant consents as required respectively under Sections 16, 31, 94 and 394 of the Companies Act, 1956 and Sections 13, 14 and 61 of the Companies Act, 2013 or any other provisions of the Act and shall not be required to pass separate resolutions as required under the Act.



**PART V - REORGANIZATION OF GRSL**

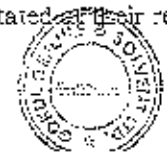
**16. REORGANIZATION OF GRSL**

With effect from the Appointed Date, the Fixed Assets of the Remaining Undertaking of GRSL shall be reinstated in their respective  
For, Gokul Retails & Solvent Ltd.



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Director/Authorised Signatory





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fair values as on the Appointed Date as may be determined by Board of Directors of GRSL. Such revaluation shall be carried out on the basis of the report of competent valuer appointed by the Board of Directors of GRSL. In this regard, GRSL shall account for revaluation in its books of accounts as under:

- 16.1 The respective Asset account shall be debited or credited based on any upward or downward valuation of the assets with the corresponding effect being given in Capital Reserve Account.
- 16.2 The balance of Capital Reserve Account (including the amount appropriated as mentioned in the above clause) shall be available to be utilized by the Demerged Company towards the adjustment specified in clause 12.2 of the Scheme and towards "Expenses" or "Specified items" as defined in clause 1.9 of the Scheme as may be considered appropriate by the Board of Directors of GRSL from time to time.
- 16.3 The effect of above stated treatment will be given in the stand alone and consolidated annual accounts (financials) of the Demerged Company, as the Board of Directors of GRSL may deem fit by giving required disclosures.

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**PART VI - COMMON CLAUSES AND GENERAL TERMS AND CONDITIONS**

**17. CONDUCT OF BUSINESS AFTER APPOINTED DATE UNTIL THE EFFECTIVE DATE**

17.1 GRSL in respect of the Demerged Undertakings, shall carry on and be deemed to have been carrying on the business and activities and shall stand possessed of and hold all of its properties and assets for and on account of and in trust for GARL.

Similarly, GRSL in respect of Sidhpur Undertakings shall also carry on and be deemed to have been carrying on the business and activities and shall stand possessed of and hold all of its properties and assets for and on account of and in trust for GAIL.

GRSL hereby undertakes to hold the Undertakings transferred with utmost prudence until the Effective Date.



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Advocate

For, Gokul Patis & Solvent Ltd.  
*[Signature]*  
Director/Authorised Signatory



17.2 GRSL in respect of the Demerged Undertakings shall carry on the business and activities with reasonable diligence, business prudence and shall not without the prior written consent of GARL, alienate, charge, mortgage, encumber or otherwise deal with or dispose off the Demerged Undertakings or any part thereof except in respect of activities in the ordinary course of business nor shall it undertake any new businesses within the Demerged Undertakings or a substantial expansion of the Demerged Undertakings;

Similarly, GRSL in respect of the Sidhpur Undertakings, shall carry on the business and activities with reasonable diligence, business prudence and shall not without the prior written consent of GARL, alienate, charge, mortgage, encumber or otherwise deal with or dispose off the Sidhpur Undertakings, or any part thereof except in respect of activities in the ordinary course of business nor shall it undertake any new businesses within the Sidhpur Undertakings, or a substantial expansion of the Sidhpur Undertakings.

17.3 With effect from the Appointed Date, all the profits or income accruing or arising to GRSL in respect of the Demerged Undertakings or expenditure or losses arising to or incurred by GRSL in respect of the Demerged Undertakings, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of GARL, as the case may be;

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Similarly, with effect from the Appointed Date, all the profits or income accruing or arising to GRSL in respect of the Sidhpur Undertakings, or expenditure or losses arising to or incurred by GRSL in respect of the Sidhpur Undertakings, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of GARL, as the case may be.



17.4 GRSL shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees related to Demerged Undertakings, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of GARL.

For, Gokul Retail & Solvent Ltd.

*[Signature]*  
 Director/Authorised Signatory



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*[Signature]*  
 Advocate



Similarly, GRSL shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees related to Sidhpur Undertakings, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of GAIL.

17.5 GRSL shall not vary the terms and conditions of any agreements or contracts in relation to the Demerged Undertakings, except in the ordinary course of business or without the prior consent of GAIL, or pursuant to any pre-existing obligation undertaken by them, as the case may be.

Similarly, GRSL shall not vary the terms and conditions of any agreements or contracts in relation to the Sidhpur Undertakings, except in the ordinary course of business or without the prior consent of GAIL or pursuant to any pre-existing obligation undertaken by them, as the case may be.

17.6 GRSL, GARL and GAIL shall be entitled, pending sanction of the Scheme, to apply to the Central/State Government and all other agencies, departments and authorities concerned as are necessary under any law or rules for such consents, approvals and sanctions, which may be required pursuant to this Scheme.

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Director  
GAIL

**18. LEGAL PROCEEDINGS**

18.1 All legal proceedings, of whatsoever nature by or against GRSL pending and/or arising after appointed date but before the Effective Date and relating to the Demerged Undertakings, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against GARL, in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company.

Similarly, all legal proceedings, of whatsoever nature by or against GRSL pending and/or arising after appointed date but before the Effective Date and with respect to the Sidhpur Undertakings, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against GAIL, in the same



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Director/Authorized Signatory



manner and to the same extent as would or might have been continued and enforced by or against GRSL.

18.2 After the Effective Date, if any proceedings are taken against GRSL in respect of the matters referred to in the clause 18.1 above relating to Demerged Undertakings, the Demerged Company shall defend the same at the cost of GARL and GARL shall reimburse and indemnify GRSL against all liabilities and obligations incurred by GRSL in respect thereof.

Similarly, after the Effective Date, if any proceedings are taken against GRSL in respect of the matters referred to in the clause 18.1 above relating to Sidhpur Undertakings, GRSL shall defend the same at the cost of GAIL and GAIL shall reimburse and indemnify GRSL against all liabilities and obligations incurred by GRSL in respect thereof.

18.3 GARL undertakes to have all respective legal or other proceedings initiated by or against GRSL referred to in clause 18.1 and/or clause 18.2 above relating to Demerged Undertakings, transferred into its name and to have the same continued, prosecuted and enforced by or against GARL as the case may be, to the exclusion of GRSL.

Similarly, GAIL undertakes to have all respective legal or other proceedings initiated by or against GRSL referred to in clause 18.1 and/or clause 18.2 above relating to Sidhpur Undertakings, transferred into its name and to have the same continued, prosecuted and enforced by or against GAIL as the case may be, to the exclusion of GRSL.

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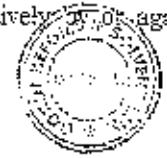
**19. CONTRACTS, DEEDS, ETC.**

19.1 Notwithstanding anything to the contrary contained in the contract, deed, bond, agreement or any other instrument, but subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature and subsisting or having effect on the Effective Date and relating to the Demerged Undertakings, shall continue in full force and effect against or in favour of GARL and may be enforced effectively by or against



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**Advocate**

For, Gokul Refoils & Solvent Ltd.  
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**Director/Authorised Signatory**



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GARL as fully and effectually as if, instead of GRSL, GARL had been a party thereto.

Similarly, notwithstanding anything to the contrary contained in the contract, deed, bond, agreement or any other instrument, but subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature and subsisting or having effect on the Effective Date and relating to the Sidhpur Undertakings, shall continue in full force and effect against or in favour of GAIL and may be enforced effectively by or against GAIL as fully and effectually as if, instead of GRSL, GAIL had been a party thereto.

19.2 GARL at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement, with respect to Demerged Undertakings, to which GRSL is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. GARL shall be deemed to be authorized to execute any such writings on behalf of GRSL and to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of GRSL.

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Similarly, GAIL, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement, with respect to Sidhpur Undertakings, to which GRSL is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. GAIL shall be deemed to be authorized to execute any such writings on behalf of GRSL and to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of GRSL.



For, Gokul Refoils & Solvent Ltd.

Director/Authorised Signatory.

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Advocate



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**20. SAVING OF CONCLUDED TRANSACTIONS**

20.1 The transfer and vesting of the assets, liabilities and obligations of GRSL as per this Scheme and the continuance of the proceedings by or against the Resulting Company under clause 4 & and clause 18 hereof relating to Demerged Undertakings, shall not affect any transaction or proceedings already concluded by GRSL on or before the Effective Date, to that end and intent that the Resulting Company accepts and adopts all acts, deeds and things done and executed by GRSL as acts deeds and things done and executed by and on behalf of GARL.

Similarly, the transfer and vesting of the assets, liabilities and obligations of GRSL as per this Scheme and the continuance of the proceedings by or against GAIL under clause 9 and clause 18 hereof relating to Sidhpur Undertakings, shall not affect any transaction or proceedings already concluded by GRSL on or before the Effective Date, to that end and intent that GAIL accepts and adopts all acts, deeds and things done and executed by GRSL as acts deeds and things done and executed by and on behalf of GAIL.

**21. STAFF, WORKMEN & EMPLOYEES**

21.1 Upon the coming into effect of this Scheme, all employees of GRSL engaged in or in relation to the Demerged Undertakings, and who are in such employment as on the Effective Date shall become the employees of GARL from Appointed Date or their respective joining date, whichever is later and, subject to the provisions of this Scheme, on terms and conditions not less favorable than those on which they are engaged by GRSL and without any interruption of or break in service as a result of the transfer of the Demerged Undertakings.

Similarly, upon the coming into effect of this Scheme, all employees of GRSL engaged in or in relation to the Sidhpur Undertakings and who are in such employment as on the Effective Date shall become the employees of the GAIL from Appointed Date or their respective joining date, whichever is later and, subject to the provisions of this Scheme, on terms and conditions not less favorable than those on which they are engaged by Demerged Company and without any interruption of or break in service as a result of the transfer of the Sidhpur Undertakings.

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**Advocate**

For, Gokul Refoils & Solvent Ltd.

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Director/Authorised Signatory



21.2 In so far as the existing provident fund, gratuity fund and pension and/or superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by GRSL for the employees related to the Demerged Undertakings, (collectively referred to as the "Funds"), the Funds and such of the investments made by the Funds which are referable to the employees related to the Demerged Undertakings, being transferred to GARL, in terms of the Scheme shall be transferred to GARL and shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. The Funds shall, subject to the necessary approvals and permissions and at the discretion of GARL, either be continued as separate funds of GARL for the benefit of the employees related to the Demerged Undertakings, or be transferred to and merged with other similar funds of GARL. In the event that GARL does not have its own funds in respect of any of the above, GARL may, subject to necessary approvals and permissions, continue to contribute to relevant funds of GRSL, until such time that GARL creates its own fund, at which time the Funds and the investments and contributions pertaining to the employees related to the Demerged Undertakings, shall be transferred to the funds created by GARL. Subject to the relevant law, rules and regulations applicable to the Funds, the Board of Directors or any committee thereof of GRSL and GARL may decide to continue to make the said contributions to the Funds of GRSL. It is clarified that the services of the employees of the Demerged Undertakings, will be treated as having been continuous and not interrupted for the purpose of the said fund or funds.

*[Handwritten signatures]*



Likewise, in so far as the existing provident fund, gratuity fund and pension and/or superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by GRSL for the employees related to the Sidhpur Undertakings (collectively referred to as the "Funds"), the Funds and such of the investments made by the Funds which are referable to the employees related to the Sidhpur Undertakings being transferred to GALL, in terms of the Scheme shall be transferred to GALL and shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. The Funds shall, subject to the necessary approvals and permissions and at the discretion of GALL, either be continued as separate funds of GALL for



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For, Gokul Refills & Solvent Ltd.

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Director/Authorised Signatory



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the benefit of the employees related to the Sidhpur Undertakings or be transferred to and merged with other similar funds of GAIL. In the event that GAIL does not have its own funds in respect of any of the above, GAIL may, subject to necessary approvals and permissions, continue to contribute to relevant funds of GRSL, until such time that GAIL creates its own fund, at which time the Funds and the investments and contributions pertaining to the employees related to the Sidhpur Undertakings shall be transferred to the funds created by GAIL. Subject to the relevant law, rules and regulations applicable to the Funds, the Board of Directors or any committee thereof of GRSL and GAIL may decide to continue to make the said contributions to the Funds of GRSL. It is clarified that the services of the employees of the Sidhpur Undertakings will be treated as having been continuous and not interrupted for the purpose of the said fund or funds.

21.3 Any question that may arise as to whether any employee belongs to or does not belong to the Demerged Undertakings and Sidhpur Undertakings shall be decided by the Board of Directors or Committee thereof of GRSL, GARL and GAIL.

**22. REMAINING UNDERTAKING OF GRSL**

22.1 It is clarified that, the Remaining Undertaking of GRSL shall continue with GRSL as follows:

- (a) The Remaining Undertaking of GRSL and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be managed by GRSL.
- (b) All legal and other proceedings by or against GRSL under any statute, whether pending on the Appointed Date or which may be initiated in future, whether or not in respect of any matter arising before the Effective Date and relating to the Remaining Undertaking of GRSL (including those relating to any property, right, power, liability, obligation or duty, of GRSL in respect of the Remaining Undertaking of GRSL) shall be continued and enforced by or against GRSL.

22.2 With effect from the Appointed Date and including the Effective Date -

- (a) GRSL shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Remaining Undertaking of GRSL, for and on its own behalf;

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For, Gokul Refoils & Solvent Ltd.

Director/Authorised Signatory





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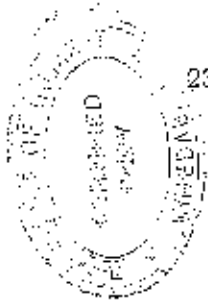
(b) All profit accruing to GRSL through or losses arising or incurred by it relating to the Remaining Undertaking of Demerged Company shall, for all purposes, be treated as the profit, or losses, as the case may be, of GRSL

**23. TAX CREDITS**

23.1 GAIL will be the successors of GRSL vis-à-vis the Demerged Undertakings. Hence, it will be deemed that the benefit of any tax credits whether central, state or local, availed vis-à-vis the Demerged Undertakings and the obligations if any for payment of the tax on any assets forming part of the Demerged Undertakings shall be deemed to have been availed by the Resulting Company or as the case may be deemed to be the obligations of the Resulting Company. Consequently, as the Scheme does not contemplate removal of any asset by the Resulting Company from the premises in which it is installed, no reversal of any tax credit needs to be made or is required to be made by Demerged Company.

Similarly, GAIL will be the successors of GRSL vis-à-vis the Sidhpur Undertakings. Hence, it will be deemed that the benefit of any tax credits whether central, state or local, availed vis-à-vis the Sidhpur Undertakings and the obligations if any for payment of the tax on any assets forming part of the Sidhpur Undertakings shall be deemed to have been availed by GAIL or as the case may be deemed to be the obligations of GAIL. Consequently, as the Scheme does not contemplate removal of any asset by GAIL from the premises in which it is installed, no reversal of any tax credit needs to be made or is required to be made by GRSL.

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23.2 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/receivable by Demerged Company relating to the Demerged Undertakings, including all or any refunds/credit/claims relating thereto shall be treated as the asset/liability or refunds/credit/claims, as the case may be, of the Resulting Company.

Similarly, with effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/receivable by GRSL relating to the Sidhpur Undertakings including all or any refunds/credit/claims relating thereto shall be treated as the asset/liability or refunds/credit/claims, as the case may be, of GAIL.



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For, Gokul Refoils & Solvent Ltd.

Director/Authorised Signatory

Advocate



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23.3 Demerged Company and the Resulting Company are expressly permitted to revise their respective tax returns including tax deducted at source (TDS) certificates, returns and claim refunds, advance tax credits, excise and service tax credits, set off, etc., on the basis of the accounts of the Demerged Undertakings of Demerged Company as vested with the Resulting Company upon coming into effect of this Scheme, and its right to make such revisions in the related tax returns and related certificates, as applicable, and the right to claim refunds, adjustments, credits, set-offs, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly reserved.

Similarly, GRSL and GAIL are expressly permitted to revise their respective tax returns including tax deducted at source (TDS) certificates, returns and claim refunds, advance tax credits, excise and service tax credits, set off, etc., on the basis of the accounts of the Sidhpur Undertakings of GRSL as vested with GAIL upon coming into effect of this Scheme, and its right to make such revisions in the related tax returns and related certificates, as applicable, and the right to claim refunds, adjustments, credits, set-offs, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly reserved.

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**24. APPLICATIONS TO HIGH COURT OR OTHER APPROPRIATE AUTHORITIES**

24.1 GRSL, GARL and GAIL shall, with all reasonable dispatch, make necessary applications to the High Court or such other appropriate authority, where the registered offices of the GRSL, GARL and GAIL are situated, for seeking order for dispensing with or convening, holding and conducting of meeting of the members and/or creditors of the GRSL, GARL and GAIL, as may be directed by the High Court or such other appropriate authority.

24.2 On the Scheme being approved by the requisite majorities of the the members and / or creditors of the GRSL, GARL and GAIL, whether at a meeting or otherwise, as prescribed under the law and / or as directed by the High Courts or such other appropriate authority or GRSL, GARL and GAIL shall, with all reasonable dispatch, apply to the High Court or such other appropriate authority for sanctioning of



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For, Gokul Refoils & Solvent Ltd.

*[Signature]*  
Director/Authorised Signatory



Advocate

the Scheme under Section 391 to 394 of the Act, and for such other order or orders, as the said High Courts or such other authority may deemed fit for carrying this Scheme into effect.

**25. MODIFICATIONS OR AMENDMENTS TO THE SCHEME**

25.1 GRSL, GARL and GATL by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, may make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the High Courts or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. The GRSL, GARL and GATL by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, shall be authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith. In case, post approval of the Scheme by the High Court, there is any confusion in interpreting any clause of this Scheme, or otherwise, Board of Directors of GRSL, GARL and GATL will have complete power to take the most sensible interpretation so as to render the Scheme operational.

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25.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Board of Directors of GRSL, GARL and GATL may give and are hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

**26. SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS**

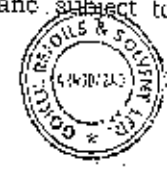
The Scheme is and shall be conditional upon and subject to the following:

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Foi, Gokul Refoils & Solvent Ltd.

*[Signature]*  
Director/Authorised Signatory

Advocate



- 26.1 The Scheme being approved by respective requisite majorities in numbers and value of such classes of persons including the member and creditors of the companies as may be directed by the Hon'ble High Court of Judicature of Gujarat at Ahmedabad and / or any other competent authority as may be applicable;
- 26.2 The Scheme being sanctioned by the Hon'ble High Court of Judicature of Gujarat at Ahmedabad and / or any other competent authority, as may be applicable under Section 391 to 394 of the Act; and
- 26.3 Certified Copies of the Order of the Hon'ble High Court or such other competent authority, as may be applicable, sanctioning this Scheme being filed with the Registrar of Companies, Gujarat.

**27. EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS**

27.1 In the event of any of the said sanctions and approvals referred to in above clause not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the High Court and/or order or orders not being passed as aforesaid, this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se between the GRSL, GARL and GAIL or their respective shareholders or creditors or employees or any other person and 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 law and in such case, each party shall bear its own costs unless otherwise mutually agreed.

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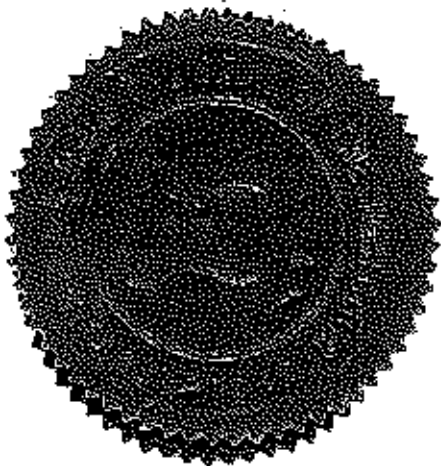


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**Advocate**

**28. COSTS, CHARGES & EXPENSES**

All costs, charges and expenses including stamp duty and registration fee of any deed, document, instrument or High Court's order including this Scheme or in relation to or in connection with negotiations leading upto the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of arrangement in pursuance of this Scheme shall be borne by GRSL and GARL in equal share.

In view of para 21 of the order dated 12<sup>th</sup> June 2015 passed by the Hon'ble court (Coram: Hon'ble Mr. Justice Vipul M. Pancholi) in Company Petitions No. 36, 37 and 38 of 2015, the Scheme is hereby authenticated.



*[Signature]*  
Registrar (Judicial)

This 30th day of June 2015

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*[Signature]*  
30/6/15  
Seal: and Deputy Registrar

This 30th day of June 2015



*[Handwritten signature]*

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