

10th August, 2015

From: YASHVARDHAN JATIA

By his father and guardian Shri Arun Kumar Jatia

Jatia Chambers,

60, Dr. V. B. Gandhi Marg,

Mumbai- 400001

Tel no. 022-43553333 email : jatia.arun@pudumjee.com

To,

The General Manager,

Corporate Finance Department

Securities and Exchange Board of India

Plot No. C 4-A, G Block,

Near Bank of India,

Bandra Kurla Complex,

Bandra East, Mumbai 400 051

Dear Sir,

Sub: Request for Informal Guidance by way of an interpretative letter under the Securities and Exchange Board of India (Informal Guidance) Scheme, 2003

Ref: Target Company: Pudumjee Pulp & Paper Mills Limited

Transmission of shares in the name of Yashvardhan Jatia Trust.

We seek your confirmation and guidance on the interpretation of the provisions of Regulation 10 read with Regulation 3 (2) and Regulation 4 of the SEBI (Substantial Acquisition of Shares and Takeovers), Regulations, 2011 for transmission of shares of the deceased shareholders ('deceased'), in the name of Yashvardhan Jatia Trust instead of to Mast. Yashvardhan Jatia (Minor) to whom the shares of the deceased have been bequeathed and have highlighted hereinbelow the facts and circumstances for your reference.

I. GENERAL DETAILS

1. Date of the application is August 10, 2015.
2. Following are the names and addresses of the Acquire (including telephone number, fax, etc.)

Sr.No.	Name	Address	Tel. No.	Fax No.
1	Yashvardhan Jatia Trust Beneficial Owner: Mast. Yashvardhan Arun Jatia Guardian- Arun Kumar Jatia (Father)	Jatia Chambers, 60, Dr. V. B. Gandhi Marg, Mumbai- 400001	91-22- 43553333	91-22- 22658316

II. DETAILS OF APPLICANT

1. Mast. Yashvardhan Jatia (Minor) as represented by his father and guardian Shri Arun Kumar Jatia is the Applicant.
2. Shri Arun Kumar Jatia is the son of Late Shri Mahabir Prasad Jatia. Mast. Yashvardhan Jatia is a minor son of Shri Arun Kumar Jatia and Late Smt. Poonam Jatia and grandson of Late Shri Mahabir Prasad Jatia.
3. Both Late Shri Mahabir Prasad Jatia and Late Smt. Poonam Jatia by their respective wills have bequeathed all the shares held by them in the Target Company to Mast. Yashvardhan Jatia (Minor).
4. In order to safeguard the interest of his son Mast. Yashvardhan Jatia, his father Shri Arun Kumar Jatia formed a trust called Yashvardhan Jatia Trust, vide Trust deed dated August 22, 2014. Mast. Yashvardhan Jatia (Minor) is the sole beneficiary of the said trust. A copy of the Trust Deed is enclosed and marked Exhibit 'A'.
5. Shri. Arun Kumar Jatia, Shri. Gautam Nandkishore Jajodia(maternal uncle of Mast. Yashvardhan Jatia), Ms. Vasudha Jatia (older sister of Mast. Yashvardhan Jatia) and Ms. Vrinda Jatia (older sister of Mast. Yashvardhan Jatia) are the present Trustees of the said Yashvardhan Jatia Trust.
6. The principal office of the Trust is situated at Jatia Chambers, 60, Dr. V. B. Gandhi Marg, Mumbai- 400001.
7. The Applicant desires that all the shares bequeathed by the above deceased Shareholders to Mast. Yashvardhan Jatia, be directly transmitted to Yashvardhan Jatia Trust of which Mast. Yashvardhan Jatia (Minor) is the sole beneficiary.
8. Mast. Yashvardhan Jatia is a relative of Late Shri Mahabir Prasad Jatia in terms of the SEBI regulations read with the Companies Act, 1956. Shri Arun Kumar Jatia, Smt. Poonam Jatia and Mast. Yashvardhan Jatia all are immediate relatives of each other in terms of Regulation 2(1)(I) of the SEBI (Substantial Acquisition of Shares and Takeovers), Rules, 2011.
9. Yashvardhan Jatia Trust, though as a Trust is not directly covered within the definition of immediate relatives in terms of Regulation 2(1)(I) of the SEBI (Substantial Acquisition of Shares and Takeovers), Regulations, 2011, it may be treated as part of the immediate relatives since Mast. Yashvardhan Jatia (Minor) is the sole beneficiary of the Trust.

III. DETAILS OF TARGET COMPANY

1. PUDUMJEE PULP & PAPER MILLS LTD. (Target Company) is a Company incorporated under the Companies Act, 1956 and has its registered office at Thergaon, Pune-411033, Maharashtra. The Company is listed on the BSE Ltd and National Stock Exchange of India Ltd.
2. The Shareholding pattern of the Target Company as submitted to the Stock Exchange as on 30.06.2015 is enclosed hereunder and marked Exhibit 'B'.
3. The following are the Promoters and Promoter Group of the Target Company alongwith their shareholding(as on 30.06.2015):

NAME	No. of Shares held	%
Arun Kumar Mahabir Prasad Jatia jointly with Basant Kumar Khaitan (being Executors of the will of late Shri Mahabir Prasad Jatia)	358333	0.87
Arun Kumar Mahabir Prasad Jatia jointly with Poonam Jatia	2048000	5.00
Arun Kumar Mahabir Prasad Jatia (being the Executor of the will of late Smt. Poonam A. Jatia)	2039270	4.97
Vrinda Jatia	500000	1.22
Vasudha Jatia	500000	1.22
Yashvardhan Jatia	2336354	5.70
Pudumjee Holding Ltd.	0.00	0.00
Kairos Investments	0.00	0.00
Fujisan Technologies Ltd.	0.00	0.00
Arun Jatia HUF	0.00	0.00
Ubiquitous Trading Private Limited	2150000	5.24
Winterpark Investments and Finance Private Limited	100000	0.24
Pudumjee Industries Ltd.	3412850	8.32
Suma Commercial Pvt. Ltd.	2873036	7.01
Thacker and Co. Ltd.	6368253	15.53
Chem Mach Pvt. Ltd.	2533265	6.18
Total	25219361	61.51

IV. APPLICABLE LEGAL PROVISIONS:

Substantial acquisition of shares or voting rights.

3. (2) *No acquirer, who together with persons acting in concert with him, has acquired and holds in accordance with these regulations shares or voting rights in a target company entitling them to exercise twenty-five per cent or more of the voting rights in the target company but less than the maximum permissible non-public shareholding, shall acquire within any financial year additional shares or voting rights in such target company entitling them to exercise more than five per cent of the voting rights, unless the acquirer makes a public announcement of an open offer for acquiring shares of such target company in accordance with these regulations:*

Provided that such acquirer shall not be entitled to acquire or enter into any agreement to acquire shares or voting rights exceeding such number of shares as would take the aggregate shareholding pursuant to the acquisition above the maximum permissible non-public shareholding.

Explanation.— For purposes of determining the quantum of acquisition of additional voting rights under this sub-regulation,—

(i) gross acquisitions alone shall be taken into account regardless of any intermittent fall in shareholding or voting rights whether owing to disposal of shares held or dilution of voting rights owing to fresh issue of shares by the target company.

(ii) in the case of acquisition of shares by way of issue of new shares by the target company or where the target company has made an issue of new shares in any given financial year, the difference between the pre-allotment and the post-allotment percentage voting rights shall be regarded as the quantum of additional acquisition .

- (3) *For the purposes of sub-regulation (1) and sub-regulation (2), acquisition of shares by any person, such that the individual shareholding of such person acquiring shares exceeds the stipulated thresholds, shall also be attracting the obligation to make an open offer for acquiring shares of the target company irrespective of whether there is a change in the aggregate shareholding with persons acting in concert.*

Acquisition of control.

4. *Irrespective of acquisition or holding of shares or voting rights in a target company, no acquirer shall acquire, directly or indirectly, control over such target company unless the acquirer makes a public announcement of an open offer for acquiring shares of such target company in accordance with these regulations.*

General exemptions.

10. (1) *The following acquisitions shall be exempt from the obligation to make an open offer under regulation 3 and regulation 4 subject to fulfillment of the conditions stipulated therefor,—*

(a) acquisition pursuant to inter se transfer of shares amongst qualifying persons, being,—

(i) immediate relatives;

(ii) persons named as promoters in the shareholding pattern filed by the target company in terms of the listing agreement or these regulations for not less than three years prior to the proposed acquisition;

(g) acquisition by way of transmission, succession or inheritance;

V. PROPOSALS:

- (A) The Applicant seeks confirmation and guidance on whether the transmission of the following shares in the Target Company are exempt under regulation 10 (1) (g) read with regulations 3 (2) and 4 of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (Takeover regulations):
- (a) Transmission of 358333 (0.87 %) equity shares of Late Shri Mahabir Prasad Jatia (deceased) currently held by Shri Arun Kumar Mahabir Prasad Jatia jointly with Basant Kumar Khaitan as executors of the will of Late Shri Mahabir Prasad Jatia, directly to the name of the Yashvardhan Jatia Trust, whose sole beneficiary is Mast. Yashvardhan Jatia (Minor) to whom these shares have been bequeathed.
 - (b) Transmission of 2039270 (4.97 %) equity shares of Late Smt. Poonam Jatia (deceased) currently held by her husband Shri Arun Kumar Jatia as executor of the will of Late Smt. Poonam Jatia , directly to the name of Yashvardhan Jatia Trust whose sole beneficiary is Mast. Yashvardhan Jatia (Minor) to whom these shares have been bequeathed.
- (B) The Applicant seeks further clarification and guidance that since Mast. Yashvardhan Jatia is the sole beneficiary of Yashvardhan Jatia Trust and Mast. Yashvardhan Jatia, Late Shri Mahabir Prasad Jatia and Late Smt. Poonam Jatia are all part of the same family, whether the proposed transmission/transfer of shares as aforesaid to Yashvardhan Jatia Trust would be exempt under regulation 10 (1) (a) (i) read with regulations 3 (2) and 4 of the Takeover regulations by treating the Yashvardhan Jatia Trust as part of the immediate relatives in terms of the SEBI regulations read with the Companies Act, 1956.
- (C) Since Late Shri Mahabir Prasad Jatia , Shri Arun Kumar Jatia , Late Smt. Poonam Jatia, Ms. Vasudha Jatia, Ms. Vrinda Jatia and Master Yashvardhan Jatia have been named as Promoter and Promoter Group in the disclosures made to the SEBI and BSE Limited in the three years preceding the proposed transaction and Mast. Yashvardhan Jatia is only the sole beneficiary of Yashvardhan Jatia Trust, the Applicant seeks confirmation and guidance on whether the proposed transmission/transfer of shares to Yashvardhan Jatia Trust may be treated exempt under

Regulation 10(1)(a) (ii) of the Takeover Regulations also read with regulations 3 (2) and 4 of the Takeover regulations.

VI. DETAILS OF PROPOSALS:

A] TRANSMISSION OF SHARES OF TARGET COMPANY

(a) Shares of late Shri Mahabir Prasad Jatia:

1. Shri Mahabir Prasad Jatia, one of the promoters of the Target Company holding 358333 equity shares, expired on May 25, 2012.
2. Late Shri Mahabir Prasad Jatia, through his will dated April 28, 2010 interalia, bequeathed all the shares held by him in the Target Company to his grandson Mast. Yashvardhan Jatia (Minor).
3. Shri Arunkumar Jatia, father of Mast. Yashvardhan Jatia and Shri Basant Kumar Khaitan have been appointed as the Executors of the will as per the probate dated June 10, 2014 granted by the Hon'ble Bombay High Court, under the will of Shri Mahabir Prasad Jatia. A copy of the will and the probate is annexed hereto and marked Exhibit 'C'
4. The Executors of the will of Shri Mahabir Prasad Jatia, namely Shri Arun Kumar Jatia and Shri Basant Kumar Khaitan, thereafter started the process of implementation of the will.
5. In the interim, the shares held by Late Shri Mahabir Prasad Jatia in the Target Company are held in the names of Shri Arun Kumar Jatia and Shri Basant Kumar Khaitan as executors of the Will of Shri Mahabir Prasad Jatia, for ease of implementation of will. The disclosure of shareholding under regulation 30(3) of the SEBI (Substantial Acquisition of Shares and Takeovers), Regulations, 2011 as on 31.03.2015 as filed with stock exchange on 06.04.2015 is annexed hereto and marked Exhibit 'D'.
6. It is proposed to transmit the said shares directly to Yashvardhan Jatia Trust, of which Mast. Yashvardhan Jatia is the sole beneficiary.

7. Details of the proposed transmission of the shares of Late Shri Mahabir Prasad Jatia to the Trust as aforesaid are given hereunder:

Name of Transmitter	Pre-transaction holding		Proposed shares to be transmitted		Post-transaction holding		Name of Transferee	Pre-transaction holding		Post-transaction holding	
	No. of Shares held	%	No. of Shares held	%	No. of Shares held	%		No. of Shares held	%	No. of Shares held	%
Arun Kumar Mahabir Prasad Jatia jointly with Basant Kumar Khaitan (being Executors of will of late Shri Mahabir Prasad Jatia)	358333	0.87	358333	0.87	0	0	Yashvardhan Jatia Trust	-	-	358333	0.87

(b) Shares held by late Smt. Poonam Jatia:

1. Smt. Poonam A. Jatia, also one of the promoters of the Target Company and wife of Shri Arun Kumar Jatia expired on December 23, 2014.
2. Smt. Poonam Jatia, who was holding shares in the Target Company jointly with her husband Shri Arun Kumar Jatia, by her will dated December 20, 2014 inter alia bequeathed all the shares held by her in the Target Company in favour of her son Mast. Yashvardhan A. Jatia. The will dated December 20, 2014 of Smt. Poonam Jatia is annexed hereto and marked Exhibit 'E'
3. It is proposed to transmit the said shares also directly to Yashvardhan Jatia Trust, of which Mast. Yashvardhan Jatia is the sole beneficiary.

4. Details of the proposed transmission of the shares of Late Smt. Poonam Jatia to the Trust as aforesaid are given hereunder:

Name of Transmitter	Pre-transaction holding		Proposed shares to be transmitted		Post-transaction holding		Name of Transferee	Pre-transaction holding		Post-transaction holding	
	No. of Shares held	%	No. of Shares held	%	No. of Shares held	%		No. of Shares held	%	No. of Shares held	%
Arun Kumar Mahabir Prasad Jatia, (being Executors of will of late Smt. Poonam A. Jatia)	2039270	4.97	2039270	4.97	0	0	Yashvardhan Jatia Trust	-	-	2039270	4.97
								-	-		

(B) IMMEDIATE RELATIVES:

1. Mast. Yashvardhan Jatia is the grandson and therefore the relative of Late Shri Mahabir Prasad Jatia in terms of the SEBI regulations read with the Companies Act, 1956.
2. Shri Arun Kumar Jatia, Smt. Poonam Jatia and Mast. Yashvardhan Jatia are immediate relatives of each other in terms of Regulation 2(1)(I) of the SEBI (Substantial Acquisition of Shares and Takeovers), Rules, 2011.
3. Majority of the Trustees of the Yashvardhan Jatia Trust namely Shri Arun Kumar Jatia , Ms. Vasudha Jatia and Ms. Vrinda Jatia are immediate relatives of the sole beneficiary of the Trust
4. The Yashvardhan Jatia Trust may be therefore treated as part of the immediate relatives since Mast. Yashvardhan Jatia (Minor) is the sole beneficiary of the Trust and proposed transaction may be treated exempt under Regulation 10(1)(a) (i) of the Takeover Regulations read with regulations 3 (2) and 4 of the Takeover regulations.

(C) INTER-SE TRANSFER AMONG PROMOTERS

1. Late Shri Mahabir Prasad Jatia, Shri Arun Kumar Jatia, Late Smt. Poonam Jatia Ms. Vasudha Jatia, Ms. Vrinda Jatia and Master Yashvardhan Jatia have been named as Promoter and Promoter Group in the disclosures made to the SEBI and BSE Limited in the three years preceding the proposed transaction.
2. Since majority of the Trustees of the Yashvardhan Jatia Trust namely Shri Arun Kumar Jatia , Ms. Vasudha Jatia and Ms. Vrinda Jatia and the Sole Beneficiary of the Trust i.e. Mast. Yashvardhan Jatia are already part of the Promoter Group and already hold shares in their individual capacity for last three years, the proposed transaction does not involve any change in aggregate shareholding of the Promoter and Promoter group of the Target Company and no change in the control or management of the Target Company.
3. The proposed transaction involving transfer of shares to the Yashvardhan Jatia Trust may therefore be treated exempt under Regulation 10(1)(a) (ii) of the Takeover Regulations read with regulations 3 (2) and 4 of the Takeover regulations

VII. DETAILS OF THE CONFIRMATION/GUIDANCE SOUGHT

1. In terms of provisions of Regulation 10 (1) (g) of the Takeover Regulations, the acquisition of shares pursuant to transmission of shares are exempt from the obligation to make an open offer under regulation 3 (2) and regulation 4 of the said Regulations.
2. In terms of provisions of Regulation 10(1) (a) (i) of the Takeover Regulations, the acquisition of shares by way of transfer amongst immediate relatives are exempt from the obligation to make an open offer under regulation 3 (2) and regulation 4 of the said Regulations.
3. In terms of provisions of Regulation 10(1) (a) (ii) of the Takeover Regulations, the acquisition of shares amongst persons named as promoters in the shareholding pattern filed by the Target Company are exempt from the obligation to make an open offer under regulation 3 (2) and regulation 4 of the said Regulations.
4. The proposed transaction is transmission of shares to a Trust and has been triggered by death of the two Promoters of the Promoter Group. The sole beneficiary of the Trust is closely related to the deceased Promoters and has been named in the Promoter Group in the disclosures made to SEBI and BSE Ltd.
5. We therefore seek your confirmation/guidance on
 - whether the proposed transmission of shares to Yashvardhan Jatia Trust as aforesaid, is exempt under regulation 10 (1) (g) of the Takeover Regulations

from applicability of provisions of Regulation 3 (2) and Regulation 4 and other applicable provisions of said regulations

- whether the proposed transmission/transfer of shares would be treated as acquisition by qualifying persons being immediate relatives and hence it would be exempt under regulation 10 (1) (a) (i) of the Takeover Regulations from applicability of provisions of Regulation 3 (2) and Regulation 4 and other applicable provisions of the said regulations
- whether the proposed transmission/transfer of shares would be treated as the acquisition of shares amongst persons named as promoters in the shareholding pattern filed by the Target Company and hence would be exempt under regulation 10 (1) (a) (ii) of the Takeover Regulations from applicability of provisions of Regulation 3 (2) and Regulation 4 and other applicable provisions of the said regulations.

VIII. GROUNDS FOR SEEKING CONFIRMATION/GUIDANCE:

- a) The proposed transmission of shares arises on account of death of two of the promoters of the target company and is by execution of will of the deceased.
- b) The sole beneficiary of Yashvardhan Jatia Trust is Mast. Yashvardhan Jatia.
- c) Since Mast. Yashvardhan Jatia is a minor, who is bequeathed with the shares of Shri Mahabir Prasad Jatia and of Smt. Poonam Jatia in terms of their respective wills, it is considered appropriate by the Executors of the said wills to transmit the shares in the name of the Yashvardhan Jatia Trust, of which the sole beneficiary is Mast. Yashvardhan Jatia, in whom the shares of the deceased promoters are bequeathed.
- d) Majority of trustees of the Yashvardhan Jatia Trust are immediate relatives of each other and of the sole beneficiary of the Trust i.e. Mast. Yashvardhan Jatia.
- e) The deceased promoters, the majority of the Trustees and the Sole Beneficiary are all named in the Shareholding Pattern filed by the Target Company, since last three years.
- f) The proposed transaction does not change the aggregate shareholding of the Promoter Group nor does it cause any change in the control or management of the Target Company and promoter shareholding remains the same at 61.51% .
- g) The proposed transaction is in no way prejudicial to the interest of the public shareholders of the company.
- h) The Acquirer i.e. the Yashvardhan Jatia Trust and the Applicant, undertakes to complete all the formalities as may be necessary in the law

Please find enclosed Cheque/Demand Draft/PayOrder no. 039120 dated 11/8/2015 drawn in favour of Securities and Exchange Board of India, for Rs.25,000/- (Rupees Twenty Five Thousand Only) toward the fees, for informal guidance.

Thanking you,

For and on behalf of Yashvardhan Jatia (Applicant and Acquirer)



Arun Kumar Jatia (Father and Guardian of Master Yashvardhan Jatia)

Date : 10th August, 2015

Place : Mumbai

Encl:

- (1) Copy of Trust Deed (Exhibit 'A')
- (2) Copy of Shareholding Pattern as submitted to Stock Exchange as 30.06.2015 (Exhibit 'B')
- (3) Copy of Probate granted by Hon'ble Bombay High Court along with enclosures. (Exhibit 'C')
- (4) Disclosure of shareholding under regulation 30(3) of the Takeover Regulations as on 31.03.2015 as filed with stock exchange on 06.04.2015 (Exhibit 'D').
- (5) Copy of will dated December 20, 2014 of Late Smt. Poonam Jatia (Exhibit 'E')

YASHVARDHAN JATIA TRUST

60, Jatia Chambers, Dr. V.B. Gandhi Marg, Mumbai - 400 001

ABSTRACT FROM THE MINUTES OF THE MEETING OF TRUSTEES HELD ON 28TH JANUARY 2015.

Mr. Arun Kumar Jatia, Trustee informed the meeting that due to sad demise of Mrs. Poonam Jatia, new trustees to be appointed. He suggested the name of Ms. Vasudha Jatia and Ms. Vrinda Jatia to be appointed as trustees. The matter was considered by the meeting and following resolution was unanimously passed as per clause No. 14 and 17 of the Trust deed dated 22nd of August 2014.

"RESOLVED THAT Ms. Vausdha Jatia be and is hereby appointed a trustee with effect from 28th January 2015. Further Ms. Vasudha Jatia be and is hereby authorised to sign and execute various documents, deeds and contracts of Yashvardhan Jatia Trust with effect from 28th January 2015."

"RESOLVED THAT Ms. Vrinda Jatia be and is hereby appointed a trustee with effect from 28th January 2015. Further Ms. Vrinda Jatia be and is hereby authorised to sign and execute various documents, deeds and contracts of Yashvardhan Jatia Trust with effect from 28th January 2015."

Certified True Copy

For Yashvardhan Jatia Trust



Arun Kumar Jatia
(Trustee)



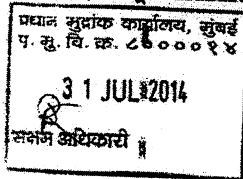
Gautam N Jajodia
(Trustee)





महाराष्ट्र MAHARASHTRA

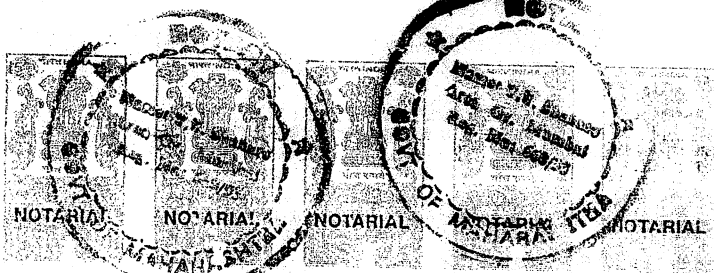
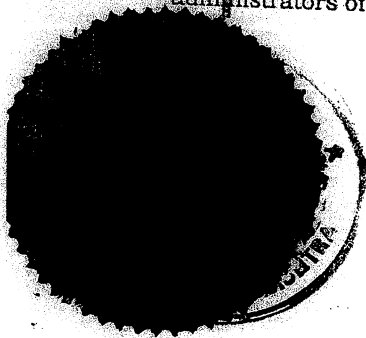
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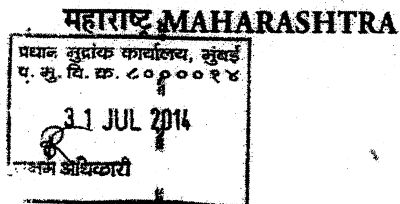


श्री. आर. एस. भालेराव

THIS INDENTURE made at Mumbai this 22nd day of August, in the Christian year 2014 **Between Shri ARUNKUMAR MAHABIRPRASAD JATIA** residing at Jatia House, 38, Little Gibbs Road, Malabar Hill, Mumbai-400 006 Indian Inhabitant hereinafter called '**the Settlor**' (which expression shall unless repugnant to the context or contrary to the meaning thereof include his heirs, executors and administrators) of the One Part and (1) **SHRI ARUNKUMAR MAHABIRPRASAD JATIA**, (2) **SHRI POONAM ARUNKUMAR JATIA** and (3) **SHRI GAUTAM NANDKISHORE JAJODIA** all of Mumbai Indian Inhabitants hereinafter called '**the Trustees**' (which expression shall unless repugnant to the context or contrary to the meaning thereof include the survivors or survivor of them and the Trustees or Trustee for the time being of these presents and the heirs, executors and administrators of the last survivor of them) of the OTHER PART.

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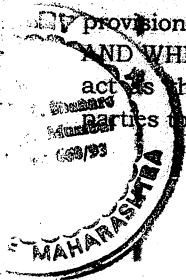
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..2..

WHEREAS the Settlor is absolutely seized and possessed of or otherwise well and sufficiently entitled to a sum of Rs.11,000/- (Rupees Eleven thousand only) AND WHEREAS the Settlor in consideration of natural love and affection which he bears towards his son Master Yashvardhan Jatia aged 10 (ten) years hereinafter called "the sole beneficiary" is desirous of settling the said sum of Rs.11,000/- (Rupees Eleven thousand only) for the benefit of the said sole beneficiary in the manner hereinafter appearing and WHEREAS in order to carry out the said desire into effect the Settlor has prior to the execution of these presents handed over to the Trustees the said sum of Rs.11,000/- (Rupees Eleven thousand only) in cash to have and to hold the same UPON TRUST and with and subject to the powers and provisions hereinafter declared and contained of and concerning the same AND WHEREAS the Trustees have at the request of the Settlor consented to act as the First Trustees of these presents as is testified by their being parties to and executing these presents.

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NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In order to effectuate the said desire of the Settlor and in consideration of the premises and for diverse good causes and consideration hereunto moving the Settlor doth hereby assign unto the Trustees the said sum of Rs.11,000/- (Eleven thousand only) handed over by the Settlor to the Trustees (the receipt whereof the Trustees do and each of them doth hereby admit and acknowledge) and the full benefit and advantage thereof and all the right ,title , interest, property, claim and demand whatsoever of the Settlor in to and upon the said sum TO HAVE AND TO HOLD the said sum and the conversions thereof and/or the investments for the time being of the same and/or accumulations, additions(including voluntary contributions, gifts and bequests received by the Trust) and accretions thereto and/or the investments or conversions of such accumulations, additions and accretions and the income thereof (hereinafter called the 'TRUST FUND') UPON THE TRUSTS and with and subject to the powers and provisions herein declared and contained of and concerning the same.

The Trust hereby created shall be called **"YASHVARDHAN JATIA TRUST"**. The principal office of the Trust shall be situated at Jatia Chambers, 60, Dr.V.B Gandhi Marg, Mumbai-400 001.

3. (a) The Trustees shall collect rent, dividends interests and all other income and profits (hereinafter referred to as the 'said Income') of the Trust and out of the said Income pay or discharge all the costs and expenses and outgoings of and incidental to the earning , recovery or realization of the said Income and management and administration of the Trust of these presents including the Income-tax and Wealth-tax or any other taxes which may be levied on the Trustees.

(b) The Trustees shall at the end of every accounting year ascertain the net income or loss for the year by deducting out of income earned from all sources including rent, interest, dividend, profits and gains from business and capital gain arising from any capital asset, all the expenses and losses whether on revenue account or arising on transfer of capital asset and outgoings of and incidental to the earning, recovery or realisation of such income, management and administration of the Trust including Income-tax, Wealth-tax or any other taxes, duties or cess as may be levied upon the Trustees and such net income shall be utilised for education, higher education, medical expenses, welfare, benefit and advancement of the sole beneficiary and the balance of net income if any of any accounting year remaining unutilized shall be accumulated for the objects of this Trust. The net loss, if any of an accounting year shall be carried forward to the following accounting year and shall be set off against the net income of that accounting year and if such net loss cannot be wholly so set off, the amount of net loss not so set off, shall be carried forward to the following year and so on until it is wholly set off against the net income of any subsequent accounting year or years.



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(c) The Accounting year of the Trust shall end on 31st day of March every year.

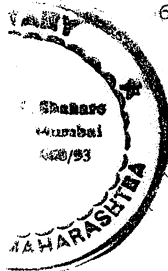
4. Upon the expiry of Eighteen years from the date hereof (hereinafter called the 'Date of Distribution') the Trustees shall divide, distribute, pay and/or transfer the Trust Fund including the accumulated income if any and the investments for the time being representing the same amongst one or more of the following persons

- (i) Shri Yashvardhan ArunKumar Jatia
- (ii) Wife of Shri Yashvardhan ArunKumar Jatia
- (iii) Son or sons of Shri Yashvardhan ArunKumar Jatia
- (iv) Daughter or daughters of Shri Yashvardhan ArunKumar Jatia

in such shares and proportions and in such manner as they may in their absolute discretion think fit and it shall be lawful for the Trustees to exclude any one or more of the persons referred to in (ii), (iii) and (iv) above while dividing and distributing the Trust Fund including accumulated income if any and the investments for the time being representing the same without giving any reason and thereupon the Trust created by these presents shall come to an end. Provided that in the event of the sole beneficiary dying before the Date of Distribution, the Trustees shall pay, transfer and/or hand over the Trust Fund including accumulated income if any and the investments for the time being representing the same to one or more of the legal heirs of the sole beneficiary as mentioned in section 8(a) of the Hindu Succession Act 1956 (as standing at the time of execution of these presents) in such manner as they may in their absolute discretion think fit and it shall be lawful for the Trustees to exclude any or more of the legal heirs as mentioned in the Section 8 (a) of the Hindu Succession Act 1956 while paying transferring an/or handing over the Trust Fund including accumulated income if any and the investments for the time being representing the same. Provided further that if there are no legal heirs as mentioned in the said Section 8 (a) of the Hindu Succession Act 1956 at the time of death of the sole beneficiary then the trust fund including accumulated income if any and the investment for the time being representing the same shall be paid, transferred and/or handed over by the Trustees to such of the heirs as specified in Class II of the Hindu Succession Act 1956 (as standing at the time of execution of these presents) as the trustees in their absolute discretion may think fit.

5. Before the Date of Distribution the Trustees shall have full and absolute right, power and discretion to utilise part of the Trust Fund to buy one or more suitable residential accommodations in India or anywhere in the world as the Trustees may deem fit and proper and to have it properly furnished and to allow it to be used and occupied by the sole beneficiary with or without payment of any rent or compensation as the Trustees may in their sole discretion think fit

6. The Trustees shall at any time before the Date of Distribution be entitled to accelerate the Date of Distribution of the Trust Fund or any part thereof and the investments for the time being representing the same and thereupon the Trusts created by these presents shall cease in respect of the Trust Fund or part of the Trust Fund pertaining to which Date of Distribution is accelerated . The Trust Fund or part of Trust Fund in respect of which Date of Distribution is accelerated shall be



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divided, distributed, paid and/or transferred in accordance with Para 4 above.

7. This Deed of Trust shall be irrevocable and no part of the Trust Fund shall in any circumstances whatsoever be paid to or applied for the benefit of the Settlor. If the Trust fails or is held to be invalid for any reason there shall be no resulting trust in favour of the Settlor but the assets of the Trust shall be transferred forthwith to the sole beneficiary and if he is not alive then to his legal heirs in the manner as provided for in Clause 4 hereinabove

8. The Trustees shall have amongst others the following powers-



(a) To invest whole or part of funds of the Trust in such manner as they may think proper and without prejudice to the generality of the foregoing to invest (i) in acquiring one or more movable or immovable property or in development of any immovable property or properties or in acquiring any right, title or interest in any movable or immovable properties in India or anywhere in the world (ii) in shares, debentures, bonds, obligations, bearer certificates and other securities of any company, society, syndicate, association, Government or Semi Government authority, (iii) as deposits (current, saving or fixed) with banks, post office, corporate bodies including joint stock companies, individuals, firms, association of persons or body of individuals, (iv) in Units of Unit Trust of India or in Units of any Mutual Fund, (v) in securities specified in section 20 of the Indian Trusts Act, 1882, (vi) in precious or semi-precious stone and gems and in ornaments made of gold, silver, platinum or any other precious metal or any alloy containing one or more of such precious metals, whether or not containing any precious or semi-precious stones and gems and (vii) in Bullion and in Silver utensils and other articles of silver as the Trustees shall in their absolute discretion think fit, to the intent that the Trustees shall have full and unrestricted power of investing, varying, or converting and transposing the investments in all respects as if they were absolutely entitled thereto beneficially. The investments as aforesaid shall be held either in the name of this Trust or in the name of one or more Trustees of these presents or if the Trustees so decide in the name of any Bank.



(b) To carry on through one or more of themselves or by all of them or by an outsider or outsiders any business and to invest part of the Trust Fund in the same and to close and restart any such business and utilise the profits derived therefrom for all or any of the objects of the Trusts herein contained and to pay losses if any resulting therefrom with powers to the Trustees in the conduct and management of such business to do all such acts, deeds and things and to incur all such expenditure as they may consider necessary or expedient and in particular to appoint agents, managers, secretaries, officers, clerks, servants and any other person or persons for permanent, temporary or special service as they may from time to time think fit and to remunerate them or any of them either with salary or with share of

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profit or income arising out of such business and in such amounts as they may in their absolute discretion think fit and proper and at their discretion to suspend, remove or dismiss any of them.

(c) To raise or borrow moneys required for carrying on the business authorised by these presents upon the mortgage, hypothecation or pledge of the Trust Fund or any part thereof or without any security and at such rate of interest and on such terms and conditions as the Trustees may in their absolute discretion think fit and proper.

(d) The Trustees shall hold any immoveable property or properties comprised in the Trust Fund with power to sell the same and with power to postpone the sale thereof or of any part thereof for such period as they shall in their absolute discretion think fit and shall retain the same in their existing state thereof for such period as they shall think fit or at their discretion to sell the same or any part thereof and the Trustees shall have power to vary or transpose any investments so made for into any other nature as provided herein.

(e) To enter into partnership and/or joint venture or any transaction or agreement for and on behalf of the Trust to share the income, profits or gains as also being liable for losses and to invest necessary funds for above purposes and to pay such loss if any.

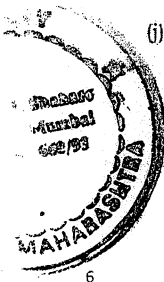
(f) To enter into co-ownership agreement for holding immovable or movable property and sharing income thereof.

(g) To employ persons for the management of the Trust Fund or in relation to any matter pertaining to the Trusts of these presents and pay all the charges, expenses and salaries of such persons.

(h) To employ or appoint and pay any agent whether a solicitor, banker, stock-broker or other person to transact any business or to do any act whatsoever in relation to the Trusts of these presents without being responsible for the default of any such agent if employed in good faith.

(i) To appoint any one or more persons by a Power of Attorney or Powers of Attorney to act for them or any of them in the affairs of the Trust herein contained and to withdraw any such power or revoke any such appointment as and when deemed proper.

(j) To sell all or any portion or portions of the Trust Fund either by public auction or by private contract on such terms and conditions relating to title or otherwise in all respects as they may in their absolute discretion think fit and proper and for that purpose to incur any expenditure and to sign or execute all the necessary conveyances, transfers and other deeds and documents and assurances and to pass valid and effectual receipts and discharges for all the moneys received by them.



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(k) The Trustees shall have full power to file and defend suits, appeals, applications, etc. to declare, sign and verify all plaints, written statements, memos of appeals, cross objections, applications, affidavits etc and to accept writ of summons, notices etc., and to appear at any place or places in the Union of India or any of the country, before any Court, Commissioner of Income-tax, Assessing Officer, Commissioner of Income- tax(Appeals), Income-tax Appellate Tribunal, Sales Tax Officers, Assistant Commissioners of Sales Tax, Commissioner of Sales Tax, Sales Tax Tribunal, Revenue Officers, Revenue Tribunal, Customs Officers, Assistant Collector of Customs, Collector of Customs, Post officer, Municipal Officer and before any Registrar or Sub- Registrar of Assurances or before any authority at any place or places anywhere in the world and to present and lodge any document or documents for registration and to admit execution thereof and to compound all actions, suits and other proceedings and all differences, dispute and demands. On all questions relating to the management or administration or operation of the Trust, the Trustees shall be entitled to seek advice or directions of the appropriate court by making an application to such Court by way of petition etc. And the Trustees acting in good faith shall be entitled to costs of such application/s proceedings and for carrying out such orders.

(l) It shall be lawful for the Trustees to settle all accounts and to pay, satisfy, compromise, compound or abandon or refer to arbitration any action, proceedings, dispute, claim, demand or thing relating to these presents and to do all other things relating to these presents and to do all other things which they think proper for such purpose without being responsible for any loss occasioned thereby.

(m) To accept any voluntary contributions, gifts or bequests of money and/or property (moveable or immovable) for the objects of the Trust herein contained and any such voluntary contributions, gifts or bequests shall be held by the Trustees as an accretion to and augmentation of the Trust Fund and the said money or other property so received and the future income thereof shall be held on the like trusts in all respects as are herein contained and be subject to the same powers and provisions as are contained in these presents and applicable to the original Trust Fund.

(n) To reimburse themselves or pay and charge out of the Trust Fund all costs, charges and expenses incurred by them, in or about the execution of the Trusts and powers of these presents.

(o) To open operate and/or close any account whether fixed, recurring, savings, current, overdraft, cash credit, or loan in the name of the Trust or in their joint names or in such other names as they may decide with any bank including scheduled or non-scheduled bank or banks. Such account or accounts shall be operated by one or more Trustees or in such manner as may be decided by them from time to time.



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(p) To draw, make, accept, endorse, discount, execute, issue, negotiate, assign or otherwise deal with cheques, drafts, bill of exchange, promissory notes, hundies, bonds, bills of lading, railway receipts, warrants and all other negotiable or transferable instruments or securities for and on behalf of the Trust on such terms as may seem expedient to them.

9. It shall be lawful for the Trustees from time to time to frame such rules and regulations for the management and administration of this Trust as they shall think fit and to alter, amend, modify, vary or repeal the same from time to time and to make new rules and regulations provided that such rules and regulations shall not be inconsistent with the intention of these presents.

10. It shall be lawful for the Trustees to decide by circular and such resolution or decision shall be as effective as a resolution passed at a meeting of the Trustees.

11. Shri Arunkumar Mahabirprasad Jatia shall be the First Chairman of the Board of the Trustees during his lifetime or till the time he communicates in writing his desire not to act as the Chairman and subject thereto the Trustees may appoint one of them as the Chairperson and decide the period and other terms subject to which he/she is to hold such office.

12. In all the matters wherein there shall be differences of opinion regarding construction of these presents or the management of the Trust Fund or any part thereof or the execution of any of the Trusts or powers of these presents, the votes of the majority of the Trustees for the time being voting in the matter shall prevail and be binding on the minority as well as on those trustees who may not have voted, and if the Trustees shall be equally divided in the opinion, the matter shall be decided by the casting vote of the Chairperson of the said meeting.

13. The receipt in writing of any of the Trustees for the time being of these presents for income of the Trust Fund or for the receipt of money for sale of any shares, securities or any other movable or immovable properties of the Trust Fund or for any documents of title or securities, papers or other documents paid, given, delivered or transferred to him/them by virtue of these presents or in the execution of the Trusts and powers herein contained shall effectually discharge the person/persons paying or giving or delivering or transferring the same without being bound to see to the application thereof.

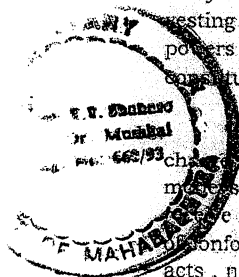
The Trustees for the time being of these presents shall be entitled to appoint one or more persons as Trustees of Trustees of these presents, provided that the number of Trustees of these presents shall not at any time be less than two and not more than five. Provided also that at least one third of the total number of trustees for the time being shall always consist of Shri Arunkumar MahabirPrasad Jatia, his spouse and his lineal descendants.

15. Any of the Trustees may, at any time, resign his office as such Trustee by giving to his Co-Trustee or Co-Trustees, as the case may be, not less than two months or shorter time as may be agreed to by the other Trustees, a notice in writing of his intention to do so and upon the expiry of the period mentioned in such notice the office of the Trustee or Trustees shall be deemed to be vacated.

16. If any of the Trustees for the time being of these presents shall become bankrupt or insolvent or shall be convicted of any offence involving moral turpitude, then and in such event, the other Trustee or Trustees for the time being of these presents may give a notice in writing to the Trustee so becoming bankrupt or insolvent or being convicted of any such offence as aforesaid at his last known place of abode intimating that he is removed from the office of the Trustee of these presents and thereupon such Trustee shall cease to be a Trustee of these presents and such Trustee shall, after receipt of such notice and whenever called upon to do so, do and execute all necessary acts, matters, things and deeds on his part for vesting the Trust Fund in the continuing Trustee or Trustees or any such continuing Trustee or continuing Trustees jointly with the new Trustees jointly with the new Trustees to be appointed under the provision in that behalf contained herein.

17. If a trustee hereby appointed or any future Trustee or Trustees of these presents shall die or go to reside abroad for more than five consecutive years or shall desire to retire from or refuse or become unfit or incapable to act in the trusts hereof then and in every such case it shall be lawful for the surviving or continuing Trustee or Trustees for the time being of these presents (and for this purpose every retiring or refusing Trustee or Trustees shall if willing to act in the exercise of this power be deemed to be a continuing Trustee) and if there is no surviving or continuing Trustee, then for the heir or heirs, Executor or Executors or Administrator or Administrators of the last surviving Trustee as the case may be to appoint a new Trustee or Trustees in place of the Trustee or Trustees so dying or going abroad or desiring to retire or refusing or becoming unfit or incapable to act as aforesaid PROVIDED HOWEVER that upon every such appointment of a new Trustee or new Trustees the Trust Fund may if and so far as the nature of the property and other circumstances shall require or admit be transferred as to become vested in the new Trustee or new Trustees either jointly with the surviving or continuing Trustee or Trustees or solely as the case may require and every Trustee so appointed as aforesaid may before as well as after such vesting of the Trust Fund act or assist in the execution of the trusts and powers of these presents as fully and effectually as if he had been constituted as a Trustee.

The Trustees for time being of these presents shall be respectively chargeable only for such Trust Fund or Income thereof including moneys, stocks, funds and securities as they shall respectively actually receive notwithstanding their respectively signing any receipt for the same in conformity and shall be answerable and accountable only for their own acts, neglects or defaults and not for those of others or other unless the



same shall happen through their, his or her willful default or defaults or neglect or dishonesty respectively.

19. In case and for any reason, any provision or stipulation contained herein makes the trust void in law, then such provision or stipulation shall stand deleted and all other provisions or stipulations shall be given effect to accordingly.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day and year first hereinabove written.

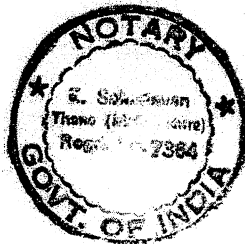
Signed and delivered by Shri
Arunkumar Mahabirprasad Jatia
as Settlor in the presence of

Signed and delivered by Shri
Arunkumar Mahabirprasad Jatia
as Trustee in the presence of

Signed and delivered by
by Smt Poonam Arunkumar Jatia
as Trustee in the presence of

Signed and delivered
by Shri Gautam Nandkishore Jajodia
as Trustee in the presence of

Identified By Me
Identified by me
Adv. Ume Nain
T. T. Shahare
N. Mumbai
Reg. 603/93
MAHARASHTRA

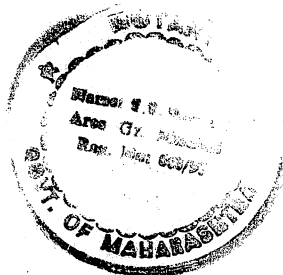


ATTESTED

K. SAHADEVAN
ADVOCATE & NOTARY
GOVT. OF INDIA

22 AUG 2014

10



TRUE COPY
ATTESTED BY ME

T. T. SHAHARE
NOTARY, GREATER MUMBAI

24 NOV 2014

Acknowledgement

PUDUMJEE

PUDUMJEE PULP & PAPER MILLS LTD.
Registered Office

By Hand Delivery

VJ:- 1702

18th July, 2015

The Secretary,
BSE Ltd.,
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai - 400 001

Scrip Code:- 500343

Dear Sir,

As per Clause 35 of the Listing Agreement, we have enclosed the shareholding pattern of our Company for the quarter ended 30th June, 2015 in prescribed format

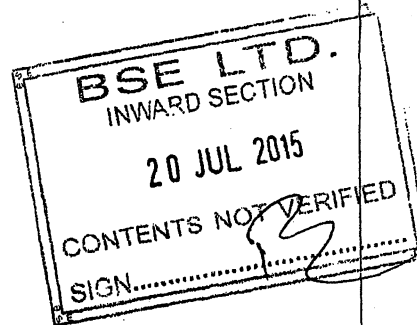
Kindly acknowledge receipt.

Thanks you,

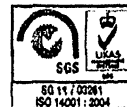
Yours Faithfully,
For PUDUMJEE PULP & PAPER MILLS LTD.

(R. M. Kulkarni)
COMPANY SECRETARY

Encl: a/a



Registered Office:
Thergaon, Chinchwad, Pune-411033 Tel: +91-20-30613333, Fax : +91-20-3061 3388
E-Mail : pune@pudumjee.com, sk@pudumjee.com. CIN: L21012MH1964PLC013058
Corporate Office:
Jatia Chambers, 60, Dr. V.B.Gandhi Marg, Kalaghoda, Mumbai-400001 India.
Tel: +91-22-30213333, 22674455, 66339300, Fax: +91-22-22658316.
E-Mail: pudumjee@pudumjee.com Web Site : www.pudumjee.com.



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(1)(a) STATEMENT SHOWING SHAREHOLDING PATTERN IN CLAUSE-35

Name of the company: PUDUMHEE PULP & PAPER MILLS LIMITED				
Scrp code: 500343				
Name of the Scrip: 500343				
Class of security: EQUITY				
Quarter Ended: 30/06/2015				

CATEGORY CODE	CATEGORY OF SHAREHOLDER	NO OF SHAREHOLDERS	TOTAL NUMBER OF SHARES HELD IN (RS. 2/- EACH)	NO OF SHARES HELD IN DEMATERIALIZED FORM (RS. 2/- EACH)	TOTAL SHAREHOLDING AS A % OF TOTAL NO. OF SHARES OF (A+B)	SHARES PLEDGE OR OTHERWISE ENCUMBERED AS A PERCENTAGE OF (A+B+C)	NUMBER OF SHARES	(IX) = (VIII)/(IV)*100
(1)	(II)	(III)	(IV)	(V)	(VI)	(VII)		
(A) PROMOTER AND PROMOTER GROUP								
(1)	INDIAN							
(a)	Individual /Hindu Undivided Family	4	6781957	6781957	16.54	0	0	0.00
(b)	Central Government/State Government(s)	0	0	0	0.00	0	0	0.00
(c)	Bodies Corporate	6	17437404	17437404	42.53	0	0	0.00
(d)	Financial Institutions / Banks	0	0	0	0.00	0	0	0.00
(e)	Any Other (Specify)	0	0	0	0.00	0	0	0.00
	Sub-Total A(1) :	10	24219361	24219361	59.07	0	0	0.00
(2) FOREIGN								
(a)	Individuals (Non-Resident Individuals /Foreign Individuals)	2	1000000	1000000	2.44	0	0	0.00
(b)	Bodies Corporate	0	0	0	0.00	0	0	0.00
(c)	Institutions	0	0	0	0.00	0	0	0.00
(d)	Qualified Foreign Investor	0	0	0	0.00	0	0	0.00
(e)	Any Other (Specify)	0	0	0	0.00	0	0	0.00
	Sub-Total A(2) :	2	1000000	1000000	2.44	0	0	0.00
	Total Shareholding of Promoter and Promoter Group (A)=(A(1))+A(2)	12	13219361	25219361	61.51	0	0	0.00
(B) PUBLIC SHAREHOLDING								
(1)	INSTITUTIONS							
(a)	Mutual Funds /UTI	1	250	0	0.00	0	0	0
(b)	Financial Institutions /Banks	5	1680	1275	0.00	0	0	0
(c)	Central Government / State Government(s)	0	0	0	0.00	0	0	0
(d)	Venture Capital Funds	0	0	0	0.00	0	0	0
(e)	Insurance Companies	1	250	0	0.00	0	0	0
(f)	Foreign Institutional Investors	0	0	0	0.00	0	0	0
(g)	Foreign Venture Capital Investors	0	0	0	0.00	0	0	0
(h)	Qualified Foreign Investor	0	0	0	0.00	0	0	0
(i)	Any Other (Specify)	0	0	0	0.00	0	0	0
	Sub-Total B(1) :	7	2180	1275	0.01	0	0	0

CATEGORY CODE	CATEGORY OF SHAREHOLDER	NO OF SHAREHOLDERS	TOTAL NUMBER OF SHARES (RS. 2/- EACH)	NO OF SHARES HELD IN DEMATERIALIZED FORM (RS. 2/- EACH)	TOTAL SHAREHOLDING AS A % OF TOTAL NO OF SHARES AS A PERCENTAGE OF (A+B)	SHARES PLEDGE OR OTHERWISE ENCUMBERED AS A PERCENTAGE OF (A+B+C)	SHARES PLEDGE OR OTHERWISE ENCUMBERED AS A PERCENTAGE
(1)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII) = (VII)/(IV)*100
(2)	NON-INSTITUTIONS						
(a)	Bodies Corporate	272	3542640	3538240	8.64	8.64	0
(b)	Individuals						0
	(i) Individuals shareholders holding nominal share capital upto Rs.1 lakh	3041	9577673	8474617	23.36	23.36	0
	(ii) Individuals shareholders holding nominal share capital in excess of Rs.1 lakh						0
(c)	Qualified Foreign Investor	17	2282944	2282944	5.57	5.57	0
(d)	Any Other (Specify):-	0	0	0	0.00	0.00	0
	Non resident Indians	128	375202	324952	0.92	0.92	0
	Sub-Total B(2) :	8458	15778459	14620753	38.48	38.48	0
	Total B=B(1)+B(2) :	8465	15780639	14622028	38.49	38.49	0
	Total (A+B) :	8477	41000000	39841389	100.00	100.00	0
(C)	Shares held by custodians, against which Depository Receipts have been issued						
(1)	Promoter and Promoter Group	0	0	0	0.00	0.00	0
(2)	Public	0	0	0	0.00	0.00	0
	GRAND TOTAL (A+B+C) :	8477	41000000	39841389	100.00	100.00	0
							0.00

[illegible]

(1)(c)(i) Statement showing holding of securities (including shares, warrants, convertible securities) of persons belonging to the category "Public" and holding more than 1% of the total number of shares									
Sr.No.	Name of the shareholder	Number of shares held	Shares as a percentage of total number of shares (i.e., (A)+(B)+(C) indicated in para (1)(a) above)	Details of warrants held	Details of convertible securities held	Details of convertible securities held	% w.r.t total convertible securities of the same class	Total shares (including underlying shares assuming full conversion of convertible securities and warrants as a % of diluted share capital)	
1	HALAN PROPERTIES PRIVATE LIMITED	1650000	4.02	0	0.00	0	0.00	4.02	
TOTAL :		1650000	4.02	0	0.00	0	0.00	4.02	

(1)(c)(ii) Statement showing holding of securities (including shares, warrants, convertible securities) of persons (together with PAC) belonging to the category "Public" and holding more than 5% of the total number of shares of the company									
Sr.No.	Name(s) of the shareholder(s) and the Persons Acting in Concert (PAC) with them	Number of shares held	Shares as a percentage of total number of shares (i.e., (A)+(B)+(C) indicated in para (1)(a) above)	Details of warrants held	Details of convertible securities held	Details of convertible securities held	% w.r.t total convertible securities of the same class	Total shares (including underlying shares assuming full conversion of convertible securities and warrants as a % of diluted share capital)	
NIL									
TOTAL :		0	0	0	0	0	0	0	0

STATEMENT SHOWING DETAILS OF LOCKED-IN SHARES			
(I)(a) Sr.No.	Name of the shareholder	Number of locked-in shares	Locked-in shares as a percentage of total number of shares as (A)+(B)+(C) indicated in Statement at para (I)(a) above
NIL	NIL	NIL	NIL
TOTAL :		0	0

STATEMENT SHOWING DETAILS OF DEPOSITORY RECEIPTS (DRS)			
(II)(a) Sr.No.	Type of outstanding DR (ADRs, GDRs, SDRs, etc.)	Number of outstanding DRS	Shares underlying outstanding DRS as a percentage of total number of shares (i.e., Grand Total (A)+(B)+(C) indicated in Statement at Para (I)(a) above)
NIL	NIL	NIL	NIL
TOTAL :		0	0

Statement showing Holding of Depository Receipts (DRs), where underlying shares held by "Promoter/Promoter group" are in excess of 1% of the total number shares.			
(II)(b) Sr.No.	Name of the DR Holder Type of outstanding DR (ADR, GDR, SDR, etc.)	Number of shares underlying outstanding DRS	Shares underlying outstanding DRS as a percentage of total number of shares (i.e., Grand Total (A)+(B)+(C) indicated in Statement at para (I)(a) above)
NIL	NIL	NIL	NIL
TOTAL :		0	0

(III) (a) Statement showing the voting pattern of shareholders, if more than one class of shares/securities is issued by the issuer: NOT APPLICABLE	
0	

For PUDUMJEE PULP & PAPER MILLS LTD.,

(R. M. Kulkarni)
COMPANY SECRETARY.



PUDUMJEE

PUDUMJEE PULP & PAPER MILLS LTD.
Registered Office

By Courier

VJ:- 1763

18th July, 2015

The Manager,
Listing Department,
National Stock Exchange of India Ltd.,
Exchange Plaza, 5th Floor, Plot No. C/1, G Block,
Bandra Kurla Complex, Bandra (E),
Mumbai - 400 051.

Scrip Code:- PDUMJEPULP

Dear Sir,

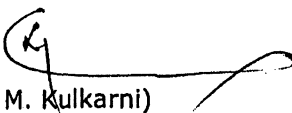
As per Clause 35 of the Listing Agreement, we have enclosed the shareholding pattern of our Company for the quarter ended 30th June, 2015 in prescribed format

Kindly acknowledge receipt.

Thanks you,

Yours Faithfully,

For PUDUMJEE PULP & PAPER MILLS LTD.


(R. M. Kulkarni)

COMPANY SECRETARY

Encl: a/a

Registered Office:

Thergaon, Chinchwad, Pune-411033 Tel: +91-20-30613333, Fax : +91-20-3061 3388
E-Mail : pune@pudumjee.com, sk@pudumjee.com. CIN: L21012MH1964PLC013058

Corporate Office:

Jatia Chambers, 60, Dr. V.B.Gandhi Marg, Kalaghoda. Mumbai-400001 India.
Tel: +91-22-30213333, 22674485, 66339300, Fax: +91-22-22658316.
E-Mail: pudumjee@pudumjee.com Web Site : www.pudumjee.com.



(1)(a) STATEMENT SHOWING SHAREHOLDING PATTERN IN CLAUSE-35

Name of the company:	PUDUMJEE PULP & PAPER MILLS LIMITED			
Scrip code:	PDUMJEPULP			
Name of the Scrip:	PDUMJEPULP			
Class of security:	EQUITY			
Quarter Ended:	30/06/2015			

Partly paid-up shares	No. of partly paid-up shares	As a % of total no. of partly paid-up shares	As a % of total no. of shares of the Company.
Held by promoter/promoter group	0	0	0
Held by Public	0	0	0
Total:	0	0	0

Outstanding convertible securities:	No. of outstanding securities	As a % of total no. of outstanding convertible securities.	As a % of total no. of shares of the Company assuming full conversion of the convertible securities
Held by promoter/promoter group	0	0	0
Held by Public	0	0	0
Total:	0	0	0

Warrants:	No. of warrants	As a % of total no. of warrants	As a % of total no. of shares of the Company, assuming full conversion of warrants
Held by promoter/promoter group	0	0	0
Held by Public	0	0	0
Total:	0	0	0

Total paid-up capital of the Company, assuming full conversion of warrants and convertible securities	Fully paid up 4,10,00,000 Equity Shares of Rs. 2/- each.		
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CATEGORY CODE	CATEGORY OF SHAREHOLDER	NO OF SHAREHOLDERS	TOTAL NUMBER OF SHARES (RS. 2/- EACH)	NO OF SHARES HELD IN DEMATERIALIZED FORM (RS. 2/- EACH)	TOTAL SHAREHOLDING AS A % OF TOTAL NO OF SHARES AS A PERCENTAGE OF (A+B)	SHARES PLEDGE OR OTHERWISE ENCUMBERED AS A PERCENTAGE	(IX)=(VIII)/(IV)*100
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)

PROMOTER AND PROMOTER GROUP

(A) INDIAN							
(a)	Individual / Hindu Undivided Family	4	6781957	6781957	16.54	16.54	0
(b)	Central Government/State Government(s)	0	0	0	0.00	0.00	0
(c)	Bodies Corporate	6	17437404	17437404	42.53	42.53	0
(d)	Financial Institutions / Banks	0	0	0	0.00	0.00	0
(e)	Any Other (Specify)	0	0	0	0.00	0.00	0
	Sub-Total A(1) :	10	24219361	24219361	59.07	59.07	0

(2) FOREIGN

(a)	Individuals (Non-Resident Individuals / Foreign Individuals)	2	1000000	1000000	2.44	2.44	0
(b)	Bodies Corporate	0	0	0	0.00	0.00	0
(c)	Institutions	0	0	0	0.00	0.00	0
(d)	Qualified Foreign Investor	0	0	0	0.00	0.00	0
(e)	Any Other (Specify)	0	0	0	0.00	0.00	0
	Sub-Total A(2) :	2	1000000	1000000	2.44	2.44	0
	Total Shareholding of Promoter and Promoter Group (A)=(A)(1)+(A)(2)	12	25219361	25219361	61.51	61.51	0

PUBLIC SHAREHOLDING

(B) INSTITUTIONS							
(a)	Mutual Funds /UTI	1	250	0	0.00	0.00	0
(b)	Financial Institutions / Banks	5	1680	1275	0.00	0.00	0
(c)	Central Government / State Government(s)	0	0	0	0.00	0.00	0
(d)	Venture Capital Funds	0	0	0	0.00	0.00	0
(e)	Insurance Companies	1	250	0	0.00	0.00	0
(f)	Foreign Institutional Investors	0	0	0	0.00	0.00	0
(g)	Foreign Venture Capital Investors	0	0	0	0.00	0.00	0
(h)	Qualified Foreign Investor	0	0	0	0.00	0.00	0
(i)	Any Other (Specify)	0	0	0	0.00	0.00	0
	Sub-Total B(1) :	7	2180	1275	0.01	0.01	0

CATEGORY CODE	CATEGORY OF SHAREHOLDER	NO OF SHAREHOLDERS	TOTAL NUMBER OF SHARES (RS. 2/- EACH)	NO OF SHARES HELD IN DEMATERIALIZED FORM (RS. 2/- EACH)	TOTAL SHAREHOLDING AS A % OF TOTAL NO OF SHARES		SHARES PLEDGE OR OTHERWISE ENCUMBERED	
					AS a PERCENTAGE OF (A+B)	AS a PERCENTAGE OF (A+B+C)	NUMBER OF SHARES	AS a PERCENTAGE
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX)=(VIII)/(IV)*100
(2)	NON-INSTITUTIONS							
(a)	Bodies Corporate	272	3542640	3538240	8.64	8.64	0	0
(b)	Individuals							
	(i) Individuals shareholders holding nominal share capital upto Rs.1 lakh	8041	9577673	8474617	23.36	23.36	0	0
	(ii) Individuals shareholders holding nominal share capital in excess of Rs.1 lakh	17	2282944	2282944	5.57	5.57	0	0
(c)	Qualified Foreign Investor	0	0	0	0.00	0.00	0	0
(d)	Any Other (Specify):-							
	Non resident Indians	128	375202	324952	0.92	0.92	0	0
	Sub-Total B(2) :	8458	15778459	14620753	38.48	38.48	0	0
	Total B=B(1)+B(2) :	8465	15780639	14622028	38.49	38.49	0	0
	Total (A+B) :	8477	41000000	39841389	100.00	100.00	0	0
(C)	Shares held by custodians, against which Depository Receipts have been issued							
(1)	Promoter and Promoter Group	0	0	0	0.00	0.00	0	0
(2)	Public	0	0	0	0.00	0.00	0	0
	GRAND TOTAL (A+B+C) :	8477	41000000	39841389	100.00	100.00	0	0.00

[illegible]

STATEMENT SHOWING DETAILS OF LOCKED-IN SHARES			
(I)(d) Sr.No.	Name of the shareholder	Number of locked-in shares	Locked-in shares as a (%) percentage of total number of shares {i.e., Grand Total (A)+(B)+(C) Indicated in Statement at para (I)(a) above}
NIL	NIL	NIL	NIL
TOTAL :		0	0

STATEMENT SHOWING DETAILS OF DEPOSITORY RECEIPTS (DRs)			
(II)(a) Sr.No.	Type of outstanding DR (ADRs, GDRs, SDRs, etc.)	Number of outstanding DRs	Shares underlying outstanding DRs as a percentage of total number of shares {i.e., Grand Total (A)+(B)+(C) Indicated in Statement at Para(II)(a) above}
NIL	NIL	NIL	NIL
TOTAL :		0	0

STATEMENT showing Holding of Depository Receipts (DRs), where underlying shares held by "Promoter/Promoter group" are in excess of 1% of the total number shares.			
(II)(b) Sr.No.	Name of the DR Holder Type of outstanding DR (ADR, GDR, SDR, etc.)	Number of shares underlying outstanding DRs	Shares underlying outstanding DRs as a percentage of total number of shares {i.e., Grand Total (A)+(B)+(C) Indicated in Statement at para(II)(a) above}
NIL	NIL	NIL	NIL
TOTAL :		0	0

(III) (a) Statement showing the voting pattern of shareholders, if more than one class of shares/securities is issued by the issuer: NOT APPLICABLE

For PUDUMJEE PULP & PAPER MILLS LTD.,



(R. M. Kulkarni)
COMPANY SECRETARY.

Bolby
BIDHU PANICKER

B.Com., LL.B.

ADVOCATE HIGH COURT

NOTARY (Govt. of India)

Prakash Chamber, 26, 3rd Floor,

77, Nagindas Master Road,

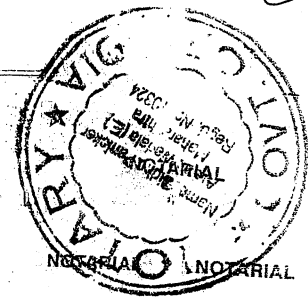
Mumbai - 400 023.

(G.C.P.) J 2669 (5000-1-2011)

G.R., J.D. No. 4398, dated 3-7-16]

13 JUN 2014

EXHIBIT 'C'



PROBATE

Act XXXIX of 1925, Section 307.

(1) Subject to the provisions of sub-section (2), an executor or administrator has power to dispose of the property of the deceased, vested in him under section 211, either wholly or in part, in such manner as he may think fit.

(2) If the deceased was a Hindu, Mohamadan, Buddhist, Sikh or Jain or an exempted person, the general power conferred by sub-section (1) shall be subject to the following restrictions and conditions, namely:—

(i) The power of an executor to dispose of immovable property so vested in him is subject to any restriction which may be imposed in this behalf by the Will appointing him, unless probate has been granted to him and the Court which granted the probate permits him by an order in writing, notwithstanding the restriction, to dispose of any immovable property specified in the order in a manner permitted by the order.

(ii) An Administrator may not, without the previous permission of the Court by which the letters of administration were granted,—

(a) Mortgage, Charge or transfer by sale, gift, exchange or otherwise any immovable property for the time being vested in him under section 211, or

(b) lease any such property for a term exceeding five years.

(iii) A disposal of property by an executor or administrator in contravention of clause (i) or clause (ii), as the case may be, is voidable at the instance of any other person interested in the property.

N. B.—Annexed to the grant is a copy of the schedule of assets of the deceased as disclosed by the Petitioner in his petition.



(Will No.594 of 2013)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

Testamentary and Intestate Jurisdiction

Petition No. 1275 of 2013

BE IT KNOWN that this day being the Tenth

day of June, Two Thousand Fourteen, the Last Will and

Testament (a copy whereof is herunto annexed) of

Mahabirprasad Durgadurt Jatia alias Mahabirprasad Jatia alias M.

R Jatia alias Mahabirprasad D. Jatia, Hindu, Indian Inhabitant of

Mumbai, a widower, Occupation : Chairman and Managing

Director of Dudumjee Pulp and Paper Mills Ltd., who died at

Mumbai on or about the Twenty Fifth day of May, Two Thousand

Twelve is proved and registered before this Court and that

Administration of the Property and Credits of the said deceased

and in any way concerning his Will is granted pursuant to the

order dated 10th February 2014 passed by this Hon'ble Court in

Testamentary Suit No. 141 of 2013 in Intermentary Petition No.

1275 of 2013 to (1) Basantkumar Madanlal Khairan and (2)

Arunkumar Mahabirprasad Jatia, being the executor named

under the last Will of the deceased aforementioned, to have effect

throughout the State of Maharashtra, they having undertaken to

administer the same and to make a full and true Inventory of the

said Property and Credits and exhibit the same in this Court

within Six months from the date of this grant, or within such

further time as the Court may from time to time appoint and also

to render to this Court a true account of the said Property and

Credits within one year from the date of this grant, or within such

further time as the Court may from time to time appoint,

reserving the right of another executor W. S. Shyam Mahabirprasad

Jatia to come in and apply for Probate later on.

27/6



I, MAHABIRPRASAD DURGADUTT JATIA of Mumbai aged 79 years, Indian Inhabitant, residing at Jatia House, 38 Little Gibbs Road, Malabar Hill, Mumbai 400 006 do hereby make my last Will and Testament. I hereby revoke all previous Wills and/or Codicils and/or other Testamentary Writings and declare this to be my last Will and Testament.

1. I appoint (i) my eldest son Shri Shyam Mahabirprasad Jatia, (ii) my youngest son Shri Arun Mahabirprasad Jatia and (iii) my son-in-law Shri Basantkumar Nathmal Khaitan or the survivors or survivor of them as executors of this my last Will and Testament.
2. I have three sons viz Shyam, Vijay and Arun. Vijay has already separated from the family and now has his own assets and properties. I have three daughters viz (i) Mrs. Shashi Arun Mansingka, (ii) Mrs. Mala Basant Khaitan and (iii) Mrs. Manju Vijay Mittal. All of whom are married in good and respectable families and are happily settled.
3. I am Karta and Manager of a Joint and Undivided Hindu Family known as 'M.P. Jatia HUF'. My son Vijay has already separated from the said H.U.F. and has relinquished and released his share, right, title and interest in the properties and assets belonging to the said 'M.P. Jatia H.U.F.'
4. As to whatever property I am seized or possessed of or well and sufficiently entitled to, the same belongs to me absolutely and no one else has any claim or interest whatsoever to or in the same or any part thereof and I am entitled to make dispositions thereof as are herein contained.
5. I own a Farm Land with Farm House known as 'Jatia Farm' situated at Village Kudje Pune. I hereby bequeath and devise the said Farm Land with the said Farm House and all its appurtenances to my grandson Master Yashvardhan Arunkumar Jatia to the end, intent and effect that after my demise he alone shall be the absolute owner of the said 'Jatia Farm' and all its appurtenances.
6. I am beneficial holder of 8999 equity shares of 'Suma Commercial Private Limited'. I hereby bequeath the said 8999 equity shares of Suma Commercial Private Limited to my grandson Master Yashvardhan Arunkumar Jatia.
7. I hereby direct my executors to collect and take charge of rest of my properties whatever the same be or wherever the same be and pay out of it in the first instance the expenses of my funeral and obsequial ceremonies and costs, charges and expenses of obtaining probate of this my last Will if required and all debts and liabilities incurred by me and all other costs, charges and expenses of administering my estate.

M. B. D. Jatia *hm*

2

2/15

8. I hereby direct my executors to distribute, dispose of, pay, transfer or handover the rest and residue of my properties as under:

- (i) My three daughters viz Mrs. Shashi Arun Mansingka, Mrs. Mala Basant Khaitan and Mrs. Manju Vijay Mittal shall each be given Rupees Fifty lacs to the end, intent and effect that each of them shall become the absolute owner of the sum of Rupees Fifty lacs when given to each of them as aforesaid.
- (ii) My two daughter-in-laws viz Mrs. Vandana Shyam Jatia and Mrs. Poonam Arun Jatia shall each be given Rupees Fifty lacs to the end, intent and effect that each of them shall become the absolute owner of the sum of Rupees Fifty lacs when given to each of them as aforesaid.
- (iii) My eldest son Shyam Mahabirprasad Jatia's three daughters viz Mrs. Meenal Anuj Patodia, Mrs. Sheetal Ashutosh Jatia and Mrs. Amrita Rushabh Saraf shall each be given Rupees Twentyfive lacs to the end, intent and effect that each of them shall become the absolute owner of the sum of Rupees Twentyfive lacs when given to each of them as aforesaid.

Provided that in case the total of my deposits with or loans to all the persons with whom such deposits have been made or to whom such loans have been given by me is not sufficient to make payments as provided in Para 7, Para 8(i), Para 8(ii) and Para 8(iii) of this my document of Will then in such an event I direct my executors to sell that much of the equity shares of Listed Companies beneficially held by me, the sale proceeds of which (after meeting the tax liability if any on such sale) will be sufficient to meet the difference between (1) the payments to be made pursuant to Paras 7, 8(i), 8(ii) and 8(iii) of this my document of Will and (2) the total of my deposits with or loans to all the persons with whom such deposits have been made or to whom such loans have been given by me.

- (iv) The rest and residue of my properties [Other than the properties and assets mentioned in Paras 5, 6, 8(i) to 8(iii) and proviso under Para 8(iii)] whatever the same be or wherever the same be shall be paid, handed over and/or transferred by my executors to my grandson Master Yashvardhan Arunkumar Jatia to the end, intent and effect that he alone shall be the absolute owner of such rest and residue of my properties to the exclusion of every one else and during the minority of the said Yashvardhan Arunkumar Jatia, I direct my executors to pay, handover or

make the same

~

transfer such rest and residue of my properties to
Shri Arunkumar Jatia as father and natural guardian of
Master Yashvardhan Arunkumar Jatia.

9. In case of difference of opinion among the Executors of this
my Will on any matter, the same shall be decided as per the
decision of the majority of the Executors.

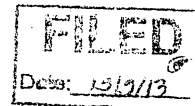
IN WITNESS WHEREOF I, MAHABIRPRASAD DURGADUTT JATIA, have set
my hand to this my last Will and Testament at MUMBAI this 28th
day of April 2010.

SIGNED by the abovementioned
MAHABIRPRASAD DURGADUTT JATIA
as his last Will and Testament
in the presence of us both
being present at the same time
who in his presence and in the
presence of each other have
hereunto set and subscribed
our names as Witnesses

Mahabir Prasad

Witnesses

1. *Vinod Jatia*
28/4/2010
VINOD JATIA
Damodar Bhawan
B. Desai Road - 3rd Floor
Mumbai - 26 -
2. *Kishanlal Sarop*
(KISHANLAL SAROP)
418 KALADHAN Road
30 BHANDARLAL BLDG
2nd Floor
Mumbai
400002



TRUE COPY

10/06/2010
Postmaster and Senior Master



SCHEDULE OF ASSETS

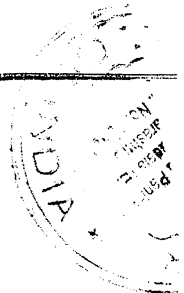
Valuation of Immovable and Movable properties of deceased

In the State of Maharashtra:

1. Freehold agricultural land admeasuring 3.5 Acre of Survey No.65 Hissa Nos.1/1, 2/2, 3/1 and 4/2 alongwith a Residential house admeasuring 2,500 Sq. Ft. or thereabout and single room independent guest house admeasuring 240 sq. feet standing thereon, known as Jatia Farm situate at Village Kudje, Tal-Haveli, District Pune ...Rs.1,02,89,750=00

The said land and the Room/ guest house is self-occupied and do not fetch any income.

2. Investments made in equity shares of the following companies held under Client ID No.20868694 with Stock Holding Corporation India Limited having Registered office at 301, Centre Point, Dr. B.R. Ambedkar Road, Parel, Mumbai - 400012
 1. 667462 equity shares of Pudumjee Industries Ltd.,



2. 358333 equity shares of Pudumjee Pulp
& Paper Mills Ltd.,

3. 100 equity shares of Power Trading
Corporation Limited,

4. 10 equity shares of Sobha Developers
Ltd., 5. 122 equity shares of Central Bank

of India, 6.14 equity shares of Reliance
Industries Ltd.,

7. 214 equity shares of NTPC Limited,

8. 25 equity shares of Reliance Power Ltd.,

9. 50001 equity shares of Indraprastha
Medical Corporation Ltd.,

10. 75 equity shares of Adani Port & Special
Eco Zone Ltd.

having total present market value of ...Rs.1,14,79,483=04

3. 7851 equity shares of Thacker & Co. Ltd

having its registered office at Bhogilal
Hargovingadas Bldg, Mezzanine floor,

18/20, K.DubhashMarg,Mumbai-400001

having Face value of Rs.10/- having Folio

No. J- 032, Certificate No.77-81, 190-

191,230-265,351-361,763 -787,851,7460

Distinctive Nos.881,6941-7440,17586-

17785,21586-25085,33486-34585,69901-



Distinctive Nos. 1-10, 2000001-2000003 and
having total market value ofRs.13=00

7. Gold and diamond ornaments and articles

namely:

one diamond half set consisting of
necklace, pair of earrings, ring.

one necklace of diamond

chowki of diamond

redchowki stones,

design pendant studded with red stones
tied with chain,

diamond bracelet,

four bangles in gold having total value ofRs.1,168,925=00

8. Loan receivable from Suma Commercial Pvt.

Ltd. having its Registered office at Bhogilal

Hargovindas Building, Mezzanine Floor,

18/20 K. Dubhash Marg, Mumbai 400 023 ...Rs.37,30,236=00

9. The amount lying with MSEB District Pune

as deposit

...Rs.25,450=00

10. Amount of Provident Fund receivable from

Pudumjee Pulp & Paper Mills Limited

~

72400,77901-77950 and having total

market value of

...Rs.28,65,615=00

4. 8999 equity shares of Suma Commercial

Pvt. Ltd., having its registered office at

Bhogilal Hargovindas Building, Mezzanine

Floor, 18/20 K. Dubhash Marg, Mumbai

400 023 having Face value of Rs.10 having

Folio No.E/27, Certificate No.-11,13-78,80-

101 Distinctive Nos.1-100,102-9000 and

having total market value of

...Rs.1,60,49,536=52

5. 4000 equity shares of Chem Mach Pvt. Ltd.,

having its registered office at Bhogilal

Hargovindas Building, Mezzanine Floor,

18/20 K. Dubhash Marg, Mumbai 400 023

having Face value of Rs.100 having Folio

No.62, Certificate No.1-214,217-330,332-

405,408-414 Distinctive Nos1-4000 and

having total market value of

...Rs.1,07,26,480=00

6. 13 equity shares of P. P. Lab Ltd., having its

registered office at Thergaon Chinchwad

Pune -411033 having Face value of Rs.10

having Folio No.1, Certificate No.1,12,13

jointly held with Shyam Mahabirprasad

Jatia and Arunkumar Mahabirprasad JatiaRs.34,822=53

16. 100 equity shares of National Plywood

Industries Limited (in liquidation) having its

registered office at 5, Fancy Lane, 7th floor,

Kolkata -700001having Face value of Rs.10

having Folio No.M00751, Certificate No.721

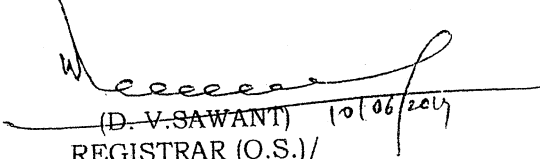
Distinctive Nos.200001-200100 and having

total market value of

...Rs.150=00

Total

.....Rs.7,47,07,317=59


(D. V. SAWANT) 10/06/2017
REGISTRAR (O.S.)/
PROTHONOTARY AND SENIOR MASTER

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

TESTAMENTARY & INTESTATE JURISDICTION

SUIT NO. 141 OF 2013
IN
PETITION NO. 1275 OF 2013

Basantkumar Nathmal Khaitan and Ors. ... Plaintiffs

Versus

Shyam Mahabirprasad Jatia ... Defendant

Mr. Virag Tulzapurkar, Sr. Advocate i/by Mrs. R.R. Ajinkya for the plaintiffs.

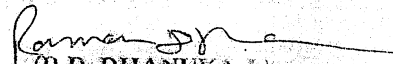
Mr. Nilesh Uke i/b M/s. Thakore Jariwala for Defendant.

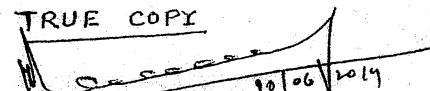
(NO R & P)

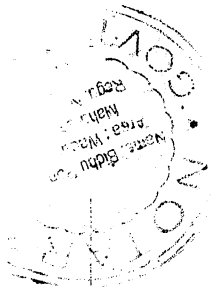
CORAM : R.D. DHANUKA, J.
DATED : FEBRUARY 10, 2014

P.C.

Learned counsel for the parties have tendered consent terms dated 16 January, 2014 duly signed by the parties and their respective advocates. Perusal of the further affidavit dated 7th February, 2014 filed by the petitioner and in particular paragraph 9 and 10 thereof, I am satisfied that the sale of the property in which share of the minor is involved is in the interest of minor and his interest is protected. Consent terms are taken on record and marked "X" for identification. Suit is disposed of in terms of consent terms. Undertaking rendered in paragraph 10 of the affidavit dated 7th February, 2014 are accepted. There shall be no order as to costs.


(R.D. DHANUKA, J.)

TRUE COPY

10/06/2014
Registrar, Original Filed
Prothonotary Hall Senior Registrar



10/12/14

X

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

TESTAMENTARY AND INTESTATE JURISDICTION

SUIT NO.141 OF 2013

(arising from Petition No. 1275 of 2013)

1. **Basantkumar Nathmal Khaitan,**

Age 59 years, Hindu Indian Inhabitant of Jaipur,

residing at H-3, Gautam Marg,

Janpath, Shyam Nagar, Ajmer Road,

Jaipur, Rajasthan 302019,

2. **Arunkumar Mahabirprasad Jatia,**

Age 50 years, Hindu Indian Inhabitant of Mumbai,

residing at Jatia House,

38 Little Gibbs Road,

Malabar Hill, Mumbai 400 006

Plaintiffs

Versus

Shyam Mahabirprasad Jatia

Age 60 years, Hindu,

Indian Inhabitant of Mumbai,

residing at Jatia House,

38 Little Gibbs Road,

Malabar Hill, Mumbai 400 006

Defendant



CONSENT TERMS BETWEEN THE PLAINTIFFS AND THE
DEFENDANT ABOVENAMED

1. The Defendant abovenamed hereby waives service of Citation/Notice in the Petition No. 1275 of 2013.
2. The parties record and confirm that with a view to maintain family peace and harmony and with the intervention of the family elders, particularly Mr. Vinod Jatia, the differences of opinion between Plaintiff No. 2 and the Defendant (who are brothers) have been resolved and the parties have come to settlement in the manner specified below.
3. It is hereby agreed, declared and confirmed that the caveat filed by the Defendant shall stand withdrawn and the probate of the last Will and Testament dated 28th April, 2010, of Mr. Mahabirprasad Durgadutt Jatia (hereinafter referred to as "the Deceased") be granted in favour of the Plaintiffs and the said Will be acted upon and the estate of the Deceased be distributed as provided in the said Will subject to the modifications contained herein.
4. It is declared and confirmed that all the shares held by the Defendant and his family members in the following companies have been transferred to Plaintiff No.2 and his representatives and assigns:
 - a. Pudumjee Pulp and Paper Mills Ltd.;
 - b. Pudumjee Industries Ltd.;
 - c. Thacker and Co. Ltd.;

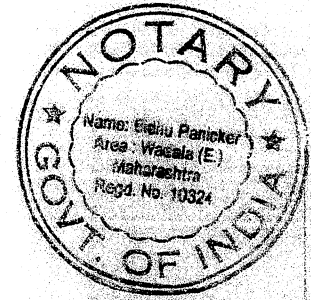
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- d. Pudumjee Plant Laboratories Ltd.;
- e. Ubiquitous Trading Private Ltd.;
- f. Winterpark Investments and Finance Private Ltd.; and
- g. Suma Commercial Private Ltd.

5. In addition to the above, the Defendant and all the family members of the Defendant who were directors in the above companies have resigned from their respective directorships in such companies.
6. In consideration of the Defendant and his family transferring their shares and control in the family companies as specified above in favour of Plaintiff No.2 and his representatives and assigns, Plaintiff No.2 has paid to the Defendant a lump sum of Rs.7,53,94,563.35/- (Rupees Seven Crore Fifty-Three Lakh Ninety-four thousand Five hundred and Sixty-three and Thirty-five Paise only).
7. The Defendant shall not engage in solicitation of or hire any employees of the above family companies for a period of 6(six) months commencing from 1st September, 2013. The Defendant shall, however, be entitled to hire such employees after obtaining prior approval of Plaintiff No.2.
8. It is hereby agreed, declared and confirmed that the family property, being all that piece or parcel of land or ground admeasuring 3500 sq. yards. or thereabouts (equivalent to 2908 sq. metres or thereabouts) bearing Cadastral Survey No. 1/366 of Malabar and Cumballa Hill Division alongwith building known as Jatia House standing thereon, situate, lying and being at 38 Little Gibbs Road, Malabar Hill, Mumbai 400 006, more



particulars described in the Schedule hereunder written (hereinafter referred to as "the said Property"), owned by Chem Mach Private Ltd. is presently tenanted as follows, namely, (i) Master Yashvardhan Jatia, (through his father and natural guardian Plaintiff No. 2), is the monthly tenant of and occupies the ground floor by virtue of being the co-habitant of the premises with the Deceased prior to his demise, (ii) the Defendant is the monthly tenant of and occupies the second floor and (iii) the Plaintiff No.2 is the monthly tenant of and occupies the first floor.

9. It is hereby agreed, declared and confirmed that the said Property shall be sold and disposed of or development thereof shall be commenced on or before 31st August, 2014, in such manner and on such terms and conditions as may be mutually agreed to between Plaintiff No.2 and the Defendant.
10. Subject to clause 13 below, on sale of the said Property, the Defendant shall have a right of first refusal to purchase the said Property at the highest price offered for the same by any third party. In the event of the Defendant not exercising the right of first refusal within 30 (thirty) days of the offer made to him, Plaintiff No.2 shall have such right of first refusal to be exercised within a period of 30 (thirty) days from the offer to him. If neither the Defendant nor Plaintiff No.2 exercises his right of first refusal to purchase the said Property within the time specified, the Property shall be sold and transferred to such third party as may be mutually determined by the parties hereto and in such manner and on such terms and conditions as are mutually agreed.

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11. On or before the sale and transfer of the said Property, Plaintiff No. 2, as father and natural guardian of his minor son Master Yashvardhan Jatia, the Defendant and Plaintiff No.2 (in his personal capacity) shall surrender their respective tenancy rights in respect of the said Property in favour of the transferee or Chem Mach Private Ltd., as the case may be. The net consideration received in connection with the transfer of tenancies and sale of the said Property as specified above shall be distributed between Plaintiff No. 2, (as father and natural guardian of his minor son Master Yashvardhan Jatia as well as in his personal capacity) and the Defendant in the ratio of 40:60.
12. In the event it is decided to sell the family shareholding in the company, Chem Mach Private Ltd., to implement the decision to sell and transfer the said Property, the net proceeds from such sale shall be distributed between the parties as specified in clause 11 above. In such a scenario, the other assets of Chem Mach Private Ltd. (including equity stake in other family companies, cash and bank balances, etc.) shall, prior to such sale, be transferred to Master Yashvardhan Jatia without any payment.
13. Notwithstanding what is stated in clause 10 above, in the event Plaintiff No. 2 in his sole discretion decides to independently develop the said Property, Plaintiff No. 2 shall buy-out the Defendant by paying him, on or before 31st August, 2014 a sum of Rs. 140,00,00,000/- (Rupees One Hundred and Forty Crores only) plus 1/3rd of the market value of the said Property as determined by an independent valuer of repute, mutually appointed by Plaintiff No.2 and the Defendant. In the event Plaintiff No. 2 fails to pay

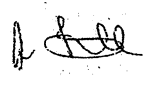
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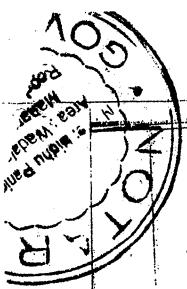
14. In the event of difference in opinion among the Plaintiff No. 2 and the Defendant pertaining to the sale and transfer of the said Property, or any term thereof, the decision of Mr. Vinod Jatia, Mr. Mukesh Gupta and Mr. Deepak Jatia, or majority of them, thereon shall be final and binding on the parties.

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16. The Parties agree and confirm that till the said Property is sold and transferred, the parties shall be entitled to use the building known as Jatia House standing thereon, in the following manner:
- a. The Defendant shall be entitled to exclusive use and occupation of the second floor premises;
 - b. Plaintiff No.2 shall be entitled to exclusive use and occupation of the first floor premises;
 - c. Master Yashvardhan Jatia (through his father and natural guardian, Plaintiff No. 2) shall be entitled to exclusive use and occupation of the ground floor premises;
 - d. The terrace of the building shall be a common area for all its occupants. The private garden on the terrace shall continue to be used and maintained by the Defendant; and
 - e. The rest of the said Property shall be a common area for all the occupants of the building.
17. It is agreed, declared and confirmed that in the event of death of the Defendant, all the amounts which accrue to him by virtue hereof shall accrue to his wife, Mrs. Vandana Jatia, and failing her to his 3(three) daughters, viz. (i) Mrs. Meenal Anuj Patodia, (ii) Mrs. Sheetal Ashutosh Jatia and (iii) Mrs. Amrita Rushabh Saraf, in equal proportion. The aforesaid distribution shall be overseen by Mr. Vinod Jatia and Mr. Mukesh Gupta.
18. The terms contained herein shall be binding on the respective wives, children and HUFs of Plaintiff No. 2 and the Defendant and it shall be the

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duty and obligation of each party to ensure that his respective wife, children and HUFs shall sign and execute whatever deeds, documents, writings and papers are necessary and required by the others to implement and give full effect to the provisions hereof.

19. Each party shall fully co-operate with the others or other of them to implement and give full effect to the provisions hereof. It is agreed that in case there is any difference of opinion between the two groups or any of the parties hereto in any way relating to or arising hereunder, the parties shall consult Mr. Vinod Jatia, Mr. Mukesh Gupta and Mr. Deepak Jatia who will act as the family advisors and guides (and not as arbitrators) and the parties shall abide by and shall be bound to abide by and follow the suggestions, recommendations or decisions taken or made by the said Mr. Vinod Jatia, Mr. Mukesh Gupta and Mr. Deepak Jatia without any demur or objection.
20. In the event the said Mr. Vinod Jatia, Mr. Mukesh Gupta and Mr. Deepak Jatia do not agree upon the method of resolution of any dispute or grievance addressed to them pursuant to the provisions hereof, the decision of Mr. Vinod Jatia shall be final.
21. Suit stands disposed of in terms aforesaid with no order as to costs.
22. A true copy of these Consent Terms be annexed to the Probate to be issued by the Registrar (Original Side)/Prothonotary and Senior Master, High Court, Bombay, in favour of the Plaintiffs/Petitioners subject to their compliance of the office requisitions.

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IN THE HIGH COURT OF JUDICATURE AT
BOMBAY

TESTAMENTARY AND INTESTATE
JURISDICTION
SUIT NO. 141 OF 2013
(arising from Petition No. 1275 of 2013)

Basantkumar Nathmal Khaitan & Anr.
...Plaintiffs

Versus

Shyam Mahabirprasad Jatia
...Defendant

CONSENT TERMS

Dated this 16th day of January, 2014

Dr. (Mrs.) R. R. Ajinkya
Advocate for Plaintiffs

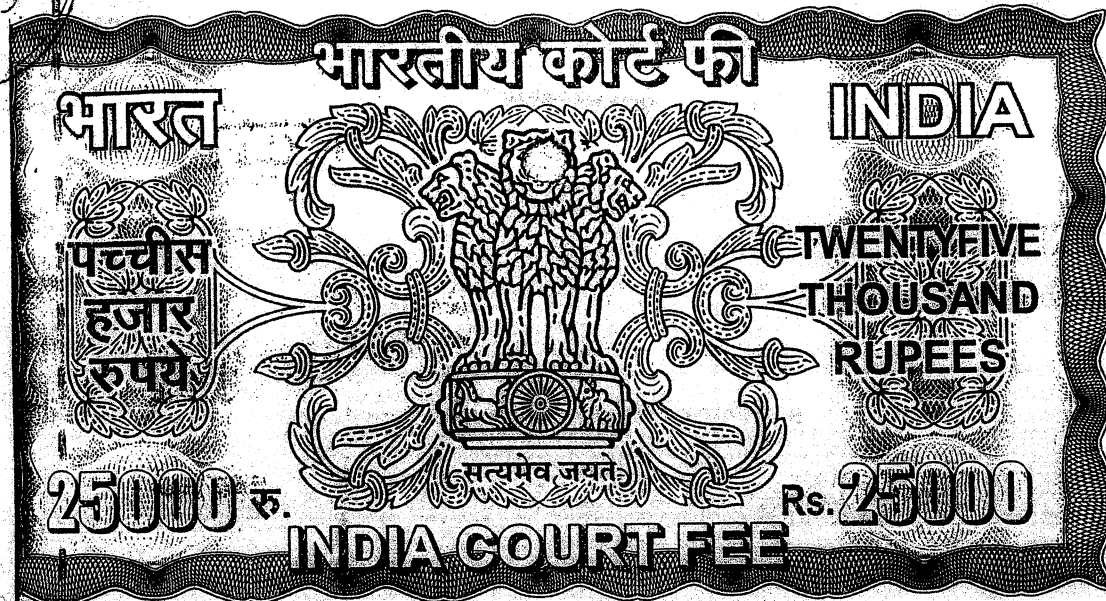


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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

TESTAMENTARY AND INTESTATE JURISDICTION

PETITION NO. 1275 of 2013

Mahabirprasad D. Jatia

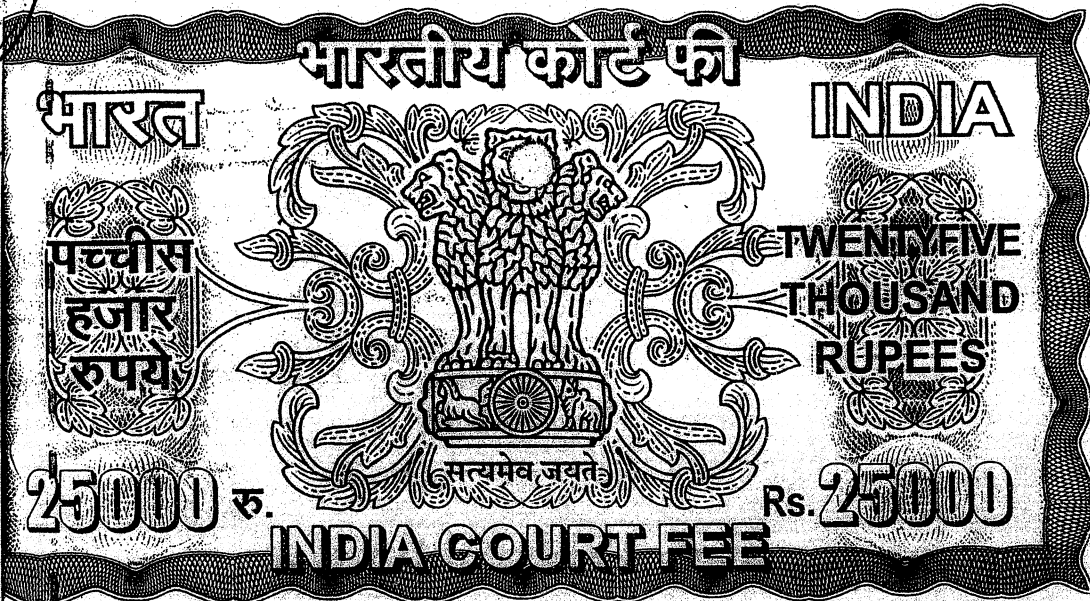
.....Deceased

Basanttkumar N. Khaitan & Anr.

..... Petitioners

Dr.(Mrs.) R.R. Ainkya

Advocate for the Petitioners



महाराष्ट्र MAHARASHTRA

134750

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

TESTAMENTARY AND INTESTATE JURISDICTION

PETITION NO. 1275 of 2013

Mahabirprasad D. Jatia

.....Deceased

Basantkumar N. Khaitan & Anr.

..... Petitioners

Dr.(Mrs.) R.R. Alinkya
Advocate for the Petitioners

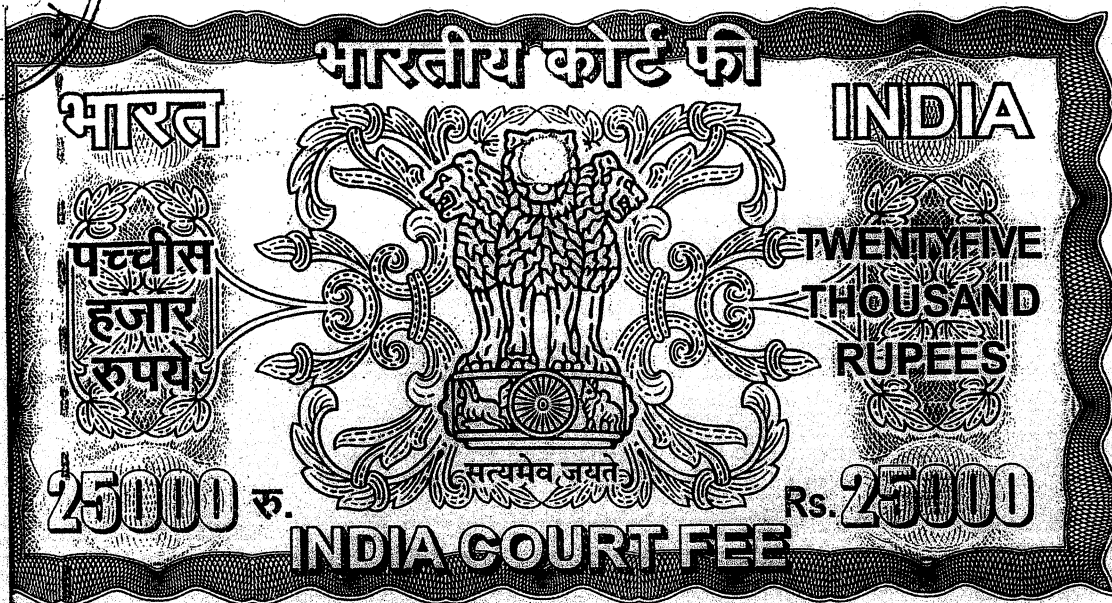
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महाराष्ट्र
जिल्हा न्यायालय
2 SEP 2013
न्यायाधीश/अधीक्षक
बापू विठ्ठल न्यायालय पुणे पुणे
बापू विठ्ठल न्यायालय पुणे पुणे
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महाराष्ट्र



महाराष्ट्र MAHARASHTRA

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

TESTAMENTARY AND INTESTATE JURISDICTION

PETITION NO. 1275 of 2013

Mahabirprasad D. Jaria

.....Deceased

Basantkumar N. Khaitan & Anr.

.....Pensioners

Dr.(Mrs.) R.R. Ailukya
Advocate for the Pensioners

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SEP 2018

महाराष्ट्र सरकार
राज्य विधानमंडल
.....
Basant Kumar



ARUN K. JATIA

Jatia Chambers,
60, Dr. V. B. Gandhi Marg
Mumbai - 400001
Tel: 91-22-30213333
Fax: 91-22-22658316
Email: jatia.arun@pudumjee.com

1st April, 2015

BSE Limited,
Piroze Jeejeebhoy Towers,
Dalal street,
Mumbai- 400 001

Dear Sir,

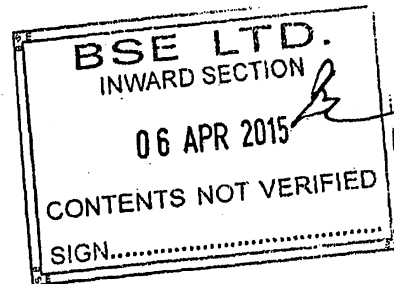
Sub: Disclosure under Regulation 30(3) of SEBI (Substantial Acquisition and Takeovers) Regulations, 2011..

In compliance of Regulation 30(3) of SEBI (Substantial Acquisition and Takeovers) Regulations, 2011 please find enclosed the details of shareholding/Voting Rights as at 31st March, 2015 of the Promoters and Persons Acting in Concert with Promoter in Pudumjee Pulp & Paper Mills Limited for your information and records.

Kindly acknowledge the receipt.



A. K. Jatia
Promoter of Pudumjee Pulp & Paper Mills Ltd.



Part-B**

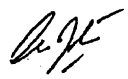
Name of the Target Company: Pudumjee Pulp & Paper Mills Limited

Name(s) of the person and Persons Acting in Concert (PAC) with the person	Whether the person belongs to Promoter/ Promoter group	PAN of the person and PACs
1) Arun Kumar Jatia (Executor of the will of Smt. Poonam Jatia)	Yes	AACPJ2611C
2) Arun Kumar Jatia Jointly With Poonam Jatia	Yes	AACPJ2611C
3) Arunkumar Jatia Jointly With Basant Kumar Khaitan *	Yes	AACPJ2611C
4) Vrinda Jatia	Yes	AHOPJ6928K
5) Vasudha Jatia	Yes	AHPPJ9121K
6) Yashvardhan Jatia	Yes	AHMPJ5008N
7) Thacker and Company Limited	Yes	AAACT3200A
8) Pudumjee Industries Limited	Yes	AAACP0487B
9) Suma Commercial Private Limited	Yes	AAACP7210Q
10) Chem Mach Private Limited	Yes	AAACC2370C
11) Ubiquitous Trading Private Limited	Yes	AAACU0555F
12) Winterpark Investments & Finance Private Limited	Yes	AAACW5501D
13) Pudumjee Holding Limited	Yes	AAGCP2877H
14) Fujisan Technologies Limited	Yes	AAACF8163C
15) Kairos Investments	Yes	AANFK2264M
16) Arun Jatia HUF	Yes	AAIHA8845B

Signature of the Authorized Signatory


Arun Kumar Jatia
 Place: Mumbai

Date: 31st March, 2015

* Executors of the will
 of Shri Mahabirprasa
 Jatia


Note:

1. In case of promoter(s) making disclosure under regulation 30(2), no additional disclosure under regulation 30(1) is required.
 (*) Diluted share/voting capital means the total number of shares in the TC assuming full conversion of the outstanding convertible securities/warrants into equity shares of the TC.

PUDUMJEE PULP & PAPER MILLS LIMITED

Annexure- Name(s) of promoter(s), member of the promoter group and PAC with promoter and Particulars of their shareholding as on 31st March 2015

Details of Shares/Voting Rights held by the Persons referred to in Regulation 30 (1) and 30(2) of SEBI (Substantial Acquisition of Shares & Takeover) Regulations, 2011

Name(s) of promoter(s), and Persons Acting in Concert.	Number of shares held as on 31st March 2015 (Equity Shares of Rs. 2 each)	% w.r.t. total share /voting capital wherever applicable	% of total diluted share/voting capital of TC (%)
Arun Kumar Jatia (Executor of the will of Smt. Poonam Jatia)	2039270	4.97	4.97
Arun Kumar Jatia Jointly With Poonam Jatia	2048000	5.00	5.00
Arunkumar Jatia Jointly With Basant Kumar Khaitan *	358333	0.87	0.87
Vrinda Jatia	500000	1.22	1.22
Vasudha Jatia	500000	1.22	1.22
Yashvardhan Jatia	2336354	5.70	5.70
Thacker and Company Limited	6368253	15.53	15.53
Pudumjee Industries Ltd	3412850	8.32	8.32
Suma Commercial Private Limited	2873036	7.01	7.01
Chem Mach Private Limited	2533265	6.18	6.18
Ubiquitous Trading Private Limited	2150000	5.24	5.24
Winterpark Investments & Finance Private Limited	100000	0.24	0.24
Pudumjee Holding Limited	0	0.00	0.00
Fujisan Technologies Limited	0	0.00	0.00
Kairos Investments	0	0.00	0.00
Arun Jatia HUF	0	0.00	0.00
Total	25219361	61.51	61.51

* Executors of the Will of Smt Mahabir Prasad Jatia

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Disclosures under Regulation 30(1) and 30(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

Part-A- Details of Shareholding

1.	Name of the Target Company (TC)	Pudumjee Pulp & Paper Mills Limited		
2.	Name(s) of the stock exchange(s) where the shares of the TC are listed	National Stock Exchange of India Limited BSE Limited Pune Stock Exchange Limited		
3.	Particulars of the shareholder(s) :	NIL		
a.	Name of person(s) together with Persons Acting in Concert (PAC) whose total holding (including that in the form of shares, warrants, convertible securities and any other instrument that would entitle the holder to receive shares in the TC) is more than 25% of the voting rights of the TC.or	(Not Applicable)		
b.	Name(s) of promoter(s), member of the promoter group and PAC with him.	As per Annexure attached		
4.	Particulars of the shareholding of person(s) mentioned at (3) above As of March 31 st of the year, holding of:	Number of shares	% w.r.t. total share /voting capital wherever applicable	% of total diluted share/voting capital of TC (*)
	a) Shares	As per Annexure attached		
	b) Voting Rights (otherwise than by shares)	NIL	NIL	NIL
	c) Warrants,	NIL	NIL	NIL
	d) Convertible Securities	NIL	NIL	NIL
	Any other instrument that would entitle the holder to receive shares in the TC.	NIL	NIL	NIL

ARUN K. JATIA

Jatia Chambers,
60, Dr. V. B. Gandhi Marg
Mumbai - 400001
Tel: 91-22-30213333
Fax: 91-22-22658316
Email: jatia.arun@pudumjee.com

1st April, 2015

Pune Stock Exchange Ltd.,
Shivleela Chambers,
752, Sadashiv Peth,
R. B. Kumthekar Marg,
Pune- 411 030.

Dear Sir,

Sub: Disclosure under Regulation 30(3) of SEBI (Substantial Acquisition and Takeovers) Regulations, 2011.

.....

In compliance of Regulation 30(3) of SEBI (Substantial Acquisition and Takeovers) Regulations, 2011 please find enclosed the details of shareholding/Voting Rights as at 31st March, 2015 of the Promoters and Persons Acting in Concert with Promoter in Pudumjee Pulp & Paper Mills Limited for your information and records.

Kindly acknowledge the receipt.



A. K. Jatia
Promoter of Pudumjee Pulp & Paper Mills Ltd.



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Disclosures under Regulation 30(1) and 30(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

Part-A- Details of Shareholding

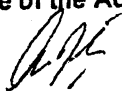
1.	Name of the Target Company (TC)	Pudumjee Pulp & Paper Mills Limited		
2.	Name(s) of the stock exchange(s) where the shares of the TC are listed	National Stock Exchange of India Limited BSE Limited Pune Stock Exchange Limited		
3.	Particulars of the shareholder(s) :	NIL		
a.	Name of person(s) together with Persons Acting in Concert (PAC) whose total holding (including that in the form of shares, warrants, convertible securities and any other instrument that would entitle the holder to receive shares in the TC) is more than 25% of the voting rights of the TC.or	(Not Applicable)		
b.	Name(s) of promoter(s), member of the promoter group and PAC with him.	As per Annexure attached		
4.	Particulars of the shareholding of person(s) mentioned at (3) above As of March 31 st of the year, holding of:	Number of shares	% w.r.t. total share /voting capital wherever applicable	% of total diluted share/voting capital of TC (*)
	a) Shares	As per Annexure attached		
	b) Voting Rights (otherwise than by shares)	NIL	NIL	NIL
	c) Warrants,	NIL	NIL	NIL
	d) Convertible Securities	NIL	NIL	NIL
	Any other instrument that would entitle the holder to receive shares in the TC.	NIL	NIL	NIL

Part-B**

Name of the Target Company: Pudumjee Pulp & Paper Mills Limited

Name(s) of the person and Persons Acting in Concert (PAC) with the person	Whether the person belongs to Promoter/ Promoter group	PAN of the person and PACs
1) Arun Kumar Jatia (Executor of the will of Smt. Poonam Jatia)	Yes	AACPJ2611C
2) Arun Kumar Jatia Jointly With Poonam Jatia	Yes	AACPJ2611C
3) Arunkumar Jatia Jointly With Basant Kumar Khaitan *	Yes	AACPJ2611C
4) Vrinda Jatia	Yes	AHOPJ6928K
5) Vasudha Jatia	Yes	AHPPJ9121K
6) Yashvardhan Jatia	Yes	AHMPJ5008N
7) Thacker and Company Limited	Yes	AAACT3200A
8) Pudumjee Industries Limited	Yes	AAACP0487B
9) Suma Commercial Private Limited	Yes	AAACP7210Q
10) Chem Mach Private Limited	Yes	AAACC2370C
11) Ubiquitous Trading Private Limited	Yes	AAACU0555F
12) Winterpark Investments & Finance Private Limited	Yes	AAACW5501D
13) Pudumjee Holding Limited	Yes	AAGCP2877H
14) Fujisan Technologies Limited	Yes	AAACF8163C
15) Kairos Investments	Yes	AANFK2264M
16) Arun Jatia HUF	Yes	AAIHA8845B

Signature of the Authorized Signatory



Arun Kumar Jatia
Place: Mumbai

Date: 31st March, 2015

* Executor's of the will of
Shri Mahabirprasad Jatia


Note:

1. In case of promoter(s) making disclosure under regulation 30(2), no additional disclosure under regulation 30(1) is required.

(*) Diluted share/voting capital means the total number of shares in the TC assuming full conversion of the outstanding convertible securities/warrants into equity shares of the TC.

PUDUMJEE PULP & PAPER MILLS LIMITED

Annexure- Name(s) of promoter(s), member of the promoter group and PAC with promoter and Particulars of their shareholding as on 31st March 2015

Details of Shares/Voting Rights held by the Persons referred to in Regulation 30 (1) and 30(2) of SEBI (Substantial Acquisition of Shares & Takeover) Regulations, 2011

Name(s) of promoter(s), and Persons Acting In Concert.	Number of shares held as on 31st March 2015 (Equity Shares of Rs. 2 each)	% w.r.t. total share /voting capital wherever applicable	% of total diluted share/voting capital of TC (*)
Arun Kumar Jatia (Executor of the will of Smt. Poonam Jatia)	2039270	4.97	4.97
Arun Kumar Jatia Jointly With Poonam Jatia	2048000	5.00	5.00
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Vrinda Jatia	500000	1.22	1.22
Vasudha Jatia	500000	1.22	1.22
Yashvardhan Jatia	2336354	5.70	5.70
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Chem Mach Private Limited	2533265	6.18	6.18
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Fujisan Technologies Limited	0	0.00	0.00
Kairos Investments	0	0.00	0.00
Arun Jatia HUF	0	0.00	0.00
Total	25219361	61.51	61.51

* Executors of the will of Smt Mahabir Prasad Jatia

[Signature]

ARUN K. JATIA

Jatia Chambers,
60, Dr. V. B. Gandhi Marg
Mumbai - 400001
Tel: 91-22-30213333
Fax: 91-22-22658316
Email: jatia.arun@pudumjee.com

1st April, 2015

National Stock Exchange of India Ltd.,
Exchange Plaza, 5th Floor,
Plot No. C/1, G Block,
Bandra Kurla Complex,
Bandra (E)
Mumbai- 400 051

Dear Sir,

Sub: Disclosure under Regulation 30(3) of SEBI (Substantial Acquisition and Takeovers) Regulations, 2011.

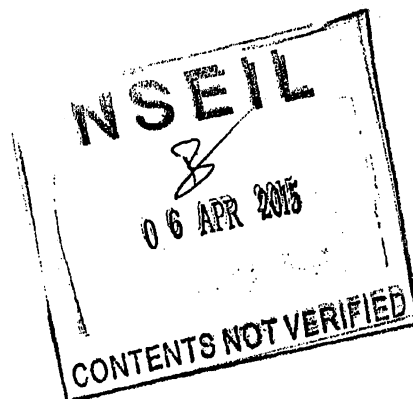
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In compliance of Regulation 30(3) of SEBI (Substantial Acquisition and Takeovers) Regulations, 2011 please find enclosed the details of shareholding/Voting Rights as at 31st March, 2015 of the Promoters and Persons Acting in Concert with Promoter in Pudumjee Pulp & Paper Mills Limited for your information and records.

Kindly acknowledge the receipt.



A. K. Jatia
Promoter of Pudumjee Pulp & Paper Mills Ltd.



Disclosures under Regulation 30(1) and 30(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

Part-A- Details of Shareholding

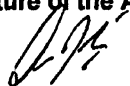
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2.	Name(s) of the stock exchange(s) where the shares of the TC are listed	National Stock Exchange of India Limited BSE Limited Pune Stock Exchange Limited		
3.	Particulars of the shareholder(s) :	NIL		
a.	Name of person(s) together with Persons Acting in Concert (PAC) whose total holding (including that in the form of shares, warrants, convertible securities and any other instrument that would entitle the holder to receive shares in the TC) is more than 25% of the voting rights of the TC.or	(Not Applicable)		
b.	Name(s) of promoter(s), member of the promoter group and PAC with him.	As per Annexure attached		
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	a) Shares	As per Annexure attached		
	b) Voting Rights (otherwise than by shares)	NIL	NIL	NIL
	c) Warrants,	NIL	NIL	NIL
	d) Convertible Securities	NIL	NIL	NIL
	Any other instrument that would entitle the holder to receive shares in the TC.	NIL	NIL	NIL

Part-B**

Name of the Target Company: Pudumjee Pulp & Paper Mills Limited

Name(s) of the person and Persons Acting in Concert (PAC) with the person	Whether the person belongs to Promoter/ Promoter group	PAN of the person and PACs
1) Arun Kumar Jatia (Executor of the will of Smt. Poonam Jatia)	Yes	AACPJ2611C
2) Arun Kumar Jatia Jointly With Poonam Jatia	Yes	AACPJ2611C
3) Arunkumar Jatia Jointly With Basant Kumar Khaitan *	Yes	AACPJ2611C
4) Vrinda Jatia	Yes	AHOPJ6928K
5) Vasudha Jatia	Yes	AHPPJ9121K
6) Yashvardhan Jatia	Yes	AHMPJ5008N
7) Thacker and Company Limited	Yes	AAACT3200A
8) Pudumjee industries Limited	Yes	AAACP0487B
9) Suma Commercial Private Limited	Yes	AAACF7210Q
10) Chem Mach Private Limited	Yes	AAACC2370C
11) Ubiquitous Trading Private Limited	Yes	AAACU0555F
12) Winterpark Investments & Finance Private Limited	Yes	AAACW5501D
13) Pudumjee Holding Limited	Yes	AAGCP2877H
14) Fujisan Technologies Limited	Yes	AAACF8163C
15) Kairos Investments	Yes	AANFK2264M
16) Arun Jatia HUF	Yes	AAIHA8845B

Signature of the Authorized Signatory



Arun Kumar Jatia
Place: Mumbai

Date: 31st March, 2015

* Executor of the will of
Smt Mahabivprasad
Jatia


Note:

1. In case of promoter(s) making disclosure under regulation 30(2), no additional disclosure under regulation 30(1) is required.
- (*) Diluted share/voting capital means the total number of shares in the TC assuming full conversion of the outstanding convertible securities/warrants into equity shares of the TC.

PUDUMJEE PULP & PAPER MILLS LIMITED

Annexure- Name(s) of promoter(s), member of the promoter group and PAC with promoter and Particulars of their shareholding as on 31st March 2015

Details of Shares/Voting Rights held by the Persons referred to in Regulation 30 (1) and 30(2) of SEBI (Substantial Acquisition of Shares & Takeover) Regulations, 2011

Name(s) of promoter(s), and Persons Acting in Concert.	Number of shares held as on 31st March 2015 (Equity Shares of Rs. 2 each)	% w.r.t. total share /voting capital wherever applicable	% of total diluted share/voting capital of TC (*)
Arun Kumar Jatia (Executor of the will of Smt. Poonam Jatia)	2039270	4.97	4.97
Arun Kumar Jatia Jointly With Poonam Jatia	2048000	5.00	5.00
Arunkumar Jatia Jointly With Basant Kumar Khaitan *	358333	0.87	0.87
Vrinda Jatia	500000	1.22	1.22
Vasudha Jatia	500000	1.22	1.22
Yashvardhan Jatia	2336354	5.70	5.70
Thacker and Company Limited	6368253	15.53	15.53
Pudumjee Industries Ltd	3412850	8.32	8.32
Suma Commercial Private Limited	2873036	7.01	7.01
Chem Mach Private Limited	2532265	6.18	6.18
Ubiquitous Trading Private Limited	2150000	5.24	5.24
Winterpark Investments & Finance Private Limited	100000	0.24	0.24
Pudumjee Holding Limited	0	0.00	0.00
Fujisan Technologies Limited	0	0.00	0.00
Kairos Investments	0	0.00	0.00
Arun Jatia HUF	0	0.00	0.00
Total	25219361	61.51	61.51

* Executors of the will of Shri Mahabirprasad
Jatia

[Signature]

Draft for Approval *PR*

1. POOMAM ARUN JATIA, Hindu Inhabitant aged 48 years having address at Jatia Chambers, 60 Dr. V.B. Gandhi Marg, Mumbai 400 001 do hereby make my last Will and Testament. I revoke all my previous Wills and/or other testamentary writings and declare this to be my last Will and Testament.

My self acquired property interalia includes (i) Various Shares of Limited Companies, (ii) Loans to and Deposits with various persons, (iii) Units of Mutual Funds, (iv) Silver Articles, (v) Jewellery & Gold Ornaments and (vi) Balances in Bank Accounts.

2. I appoint (i) my husband Shri Arun Mahavirprashad Jatia, (ii) my brother Shri Gautam Nandkishore Jajodia and (iii) my brother-in-law Shri Basant Nathmal Khaitan or the survivors or survivor of them as Executors and Trustees of this my last Will and Testament.

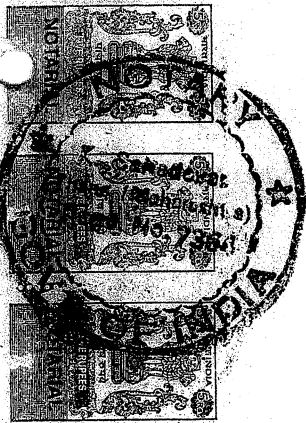
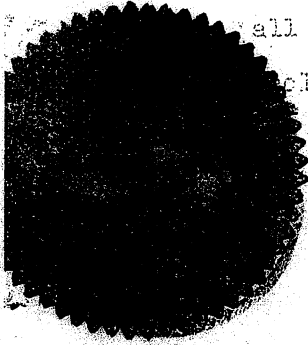
As to whatever property I am seized or possessed of or otherwise well and sufficiently entitled to, the same belongs to me absolutely and no one else has any claim or interest whatsoever to or in the same or any part thereof and I am entitled to make such dispositions thereof as are herein contained.

I hereby bequeath whole of my jewellery and gold ornaments to and in favour of

- | | |
|-------------------------------------|----------------|
| (1) My daughter Vasudha Arun Jatia | 25% Valuewise |
| (ii) My daughter Vrinda Arun Jatia | 25% Valuewise |
| (iii) My son Yashvardhan Arun Jatia | 50% Valuewise. |

The decision of my executors regarding the items to be distributed among the aforesaid persons and the value to be assigned to each item of jewellery and gold ornaments shall be final and binding.

I hereby bequeath all the equity shares of the following companies which I may be holding as owner thereof at the time of my death to and in favour of my son Yashvardhan.



Arun, Jatia.

- (i) Pudumjee Pulp and Paper Mills Limited
- (ii) Pudumjee Industries Limited
- (iii) Ubiquitous Trading Private Limited
- (iv) Thacker and Company Limited
- (v) Winterpark Investment and Finance Private Limited.

In the event of my son Yashvardhan Arun Jatia not surviving me, I bequeath all the aforesaid shares to my husband Shri Arun Mahavirprashad Jatia.

6. I hereby devise, bequeath and settle the following assets which may be owned by me at the time of my death on irrevocable Settlement and Trust to be known as 'POONAM JATIA FAMILY TRUST'. The provisions in relation to this Settlement and Trust are contained in the Schedule annexed hereto. Under the provisions specified in the aforesaid Schedule, I have authorised and empowered the Trustees to execute a declaration of Trust.

Name of assets settled in aforesaid Trust

- (i) All the shares of Indian Companies (other than those mentioned in Para 5 above) which I may be holding as owner thereof at the time of my death.
 - (ii) All the Units of Mutual Funds which I may be holding as owner thereof at the time of my death.
 - (iii) All the loans to and deposits with various persons including Fixed Deposits with Banks.
7. My Executors shall as soon as possible after my death collect and take charge of the balance of my estate that I may be possessed of or otherwise entitled to or interested in and shall pay out of it in the first instance all the debts and liabilities incurred by me or which my Executors deem properly payable out of my Estate as also the expenses of my funeral and obsequial ceremonies and costs, charges and expenses of obtaining probate of this my last Will if required and all other



la PV



costs, charges and expenses of administering the estate and my residuary estate whatever the same be and where ever the same be shall be handed over by my executors to my husband Shri Arun Mahavirprashad Jatia to the end, intent and effect that after my death he shall be the absolute owner of such residuary estate. In case my husband Shri Arun Mahavirprashad Jatia does not survive me then the aforesaid residuary estate shall be handed over to my son Yashvardhan Arun Jatia to the end, intent and effect that he shall be the absolute owner of the same.

8. In case of difference of opinion among the Executors and Trustees of this my last Will and Testament on any matter, the same will be decided by a majority of votes and in the case of an equality of votes, Shri Arun Mahavirprashad Jatia shall have a second or casting vote.

Please
insert the
date of
Will

IN WITNESS WHEREOF I the said POONAM ARUN JATIA have hereunto set my hand to this my last Will and Testament this ...20th... day of December, 2014.

SIGNED by the abovenamed
SMT POONAM ARUN JATIA as
her last Will and Testament
in our presence and we at
her request and in her
presence and in the presence
of each other have signed
this Will as Witnesses
thereto at Mumbai.

Poonam Jatia

1. SHAKUNTALA NANDKISHORE AGARWAL
401 ASHOK HOUSE
RAJENDRA JAIN ROAD
OFF GRANDHIGRAM ROAD
JULY, MUMBAI 400 049

शकुन्तला नंद किशोर अग्रवाल

2. SMITA VIVEK GUPTA
3/A, GREEN ACRES,
1403 LOKHANDWALA COMPLEX
ANDHERI (WEST)
MUMBAI

Smita Gupta

Draft for Approval P8

SCHEDULE

Please
insert the
date of Will
alongwith 1.
month and
year

(Referred to in Para 6 of the document of my last Will
and Testament dated .20.12.14.)

The proposed Trust shall be known as 'POONAM JATIA FAMILY
TRUST' and shall be subject to the terms, conditions,
provisions and stipulations appearing hereunder.

2. The First Trustees of the said Trust shall be (i) Shri Arun Mahavirprashad Jatia, (ii) Shri Gautam Nandkishore Jagoda and (iii) Shri Basant Nathmal Khaitan or the survivors or survivor of them with power to co-opt other Trustee or Trustees so however that the number of Trustees shall not be less than two or more than five.
3. The Beneficiaries mean and include (i) my daughter Vasudha Arun Jatia and (ii) my daughter Vrinda Arun Jatia and Children of my aforesaid two daughters living at the time of my death.
4. Trust Fund shall mean All the assets mentioned in the document of my last Will and Testament dated .20.12.14. and any property that may in future become part of the Trust by gifts or bequests received by the Trust, additions and accretions thereto and income of the Trust Fund which the Trustees may decide to accumulate.
5. Date of distribution means the day falling during the lifetime of Vrinda Arun Jatia which the Trustees may by a resolution in writing appoint to be the date of distribution. Provided that if no such resolution is passed by the Trustees till the expiry of 18 years from the date of my death and if said Vrinda Arun Jatia does not survive me then the date of distribution shall be the day on which shall expire the period of 18 years from the date of my death. Provided that before the date of distribution, the Trustees in their absolute discretion may from time to time distribute or divide any part or parts of the Trust Fund amongst all or any of the beneficiaries in such manner and in such proportions as they may think fit.

Please
insert the
date of Will
alongwith
month and
year



6. The Trustees may spend such amount out of the Trust Fund as they may in their absolute discretion think fit on the occasion of marriage of a beneficiary.
7. The net income of the Trust Fund shall be divided and distributed by the Trustees in such manner and in such proportions as they deem fit and expedient amongst the beneficiaries specified in Clause 3 above. In dividing and distributing the income, the Trustees may exclude any one of the beneficiaries. If the Trustees deem it fit and expedient they may accumulate the entire or part of the net income of the period not exceeding eighteen years from the date of my death. Such accumulated income shall then be part of the Trust Fund.
8. On the date of distribution, the Trustees shall divide and distribute the Trust Fund amongst any, some or all the beneficiaries as specified in Clause 3 above in such proportions and in such manner as they may in their absolute discretion think fit and it shall be lawful for the Trustees to exclude any beneficiary while dividing and distributing the Trust Fund without giving any reason.
- 9(i) I understand that the Trust I am now settling up under this Will is assessable under Direct Tax Laws at normal rates. It is on this understanding that I am settling up this Discretionary Trust. If due to any amendment or change in Direct Tax Laws or for any other reason, this Trust would be taxable at rates other than normal rates, then in such case and eventuality the Trustees may add, alter, amend or delete any or all the aforesaid provisions so that the Trust is assessable at normal rates. For this limited purpose, I authorise and empower the Trustees to add, alter, amend or delete any or all the aforesaid provisions so as to ensure that the income of the Trust is assessed at normal rates.
- (ii) I understand that the terms, conditions and stipulations concerning the aforesaid Discretionary Trust are valid in law



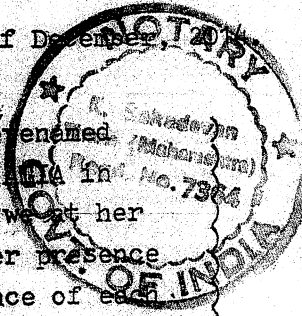
In case and if for any reason, any of the aforesaid provisions or stipulations makes the Trust void in law, such provision or stipulation shall be deleted and other provisions be construed and given effect to accordingly.

10. I hereby authorise the Trustees to execute a separate declaration of Trust declaring that they, the Trustees hold the Trust Fund upon Trusts with and subject to the powers and provisions as aforesaid and incorporating therein such further powers and provisions, in so far as they do not conflict with or are not contrary to the provisions contained herein, as may be necessary for them for the administration of the Trust Fund according to the Laws for the time being in force.

Please
insert the
date

IN WITNESS WHEREOF, I hereby set and subscribe my hand this ... 20th ... day of December, 2015

SIGNED by the abovesigned
SMT POONAM ARUN JAIN in the presence of
our presence and witness her
request and in her presence
and in the presence of each
other have subscribed our
names as attesting witnesses



Poonam Jain

1. SHAKUNTALA NANDKISHORE ALAKMAL
401 ANOK HOUSE
RAJENDRA JAIN ROAD
OFF. GANDHIGRAM ROAD
JUNY, MUMBAI 400 041

2. SMITA VIVEK GUPTA
3/A, GREEN ALRES,
1403, LOKHANDWALA COMPLEX,
ANDHERI (WEST)
MUMBAI -

ATTESTED TRUE COPY

K. SAHADEVAN
ADVOCATE & NOTARY
GOVT. OF INDIA
12 JUN 2015

Smिता गुप्ता