

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF

FUTURE CONSUMER LIMITED
(Formerly known as Future Consumer Enterprise Limited)



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Mumbai
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Corporate Identity Number: L52602MH1996PLC192090

SECTION 13(1) OF THE COMPANIES ACT, 2013

Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

The shareholders of M/s FUTURE CONSUMER LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on -- altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Mumbai this Second day of March Two thousand seventeen.



MAHINDER SINGH PACHOURI

Registrar of Companies

RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

FUTURE CONSUMER LIMITED

Knowledge House, Shyam Nagar,, Off Jogeshwari Vikhroli Link
Road,Jogeshwari(East), Mumbai, Maharashtra, India, 400060





सत्यमेव जयते
GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): L52602MH1996PLC192090

I hereby certify that the name of the company has been changed from FUTURE CONSUMER ENTERPRISE LIMITED to FUTURE CONSUMER LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name Subhikshith Finance & Investments Limited.

Given under my hand at Mumbai this Thirteenth day of October two thousand sixteen.

Ministry of
Corporate Affairs
- Govt of India

Digitally signed by Ministry of Corporate Affairs - Govt of India
DN: c=IN, o=Ministry of Corporate Affairs - Govt of India, ou=ID - 10404, postalCode=400002,
serialNumber, cn=SATYA PARKASH KUMAR, 2.5.4.15=000
FUTURE BELDA MARINE DRIVE, co=Ministry of
Corporate Affairs - Govt of India
Reason: I am in the custody and integrity of this
document
Date: 2016.10.13 16:24:44 +05'30'

SATYA PARKASH KUMAR
Registrar of Companies (STS)
Registrar of Companies
RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

FUTURE CONSUMER LIMITED

Knowledge House, Shyam Nagar,, Off Jogeshwari Vikhroli Link Road,Jogeshwari(East), Mumbai,
Maharashtra, India, 400060





GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Mumbai
Everest , 100, Marine Drive, null, Mumbai, Maharashtra, INDIA, 400002

Corporate Identity Number : L52602MH1996PLC192090.

SECTION 13(1) OF THE COMPANIES ACT, 2013

Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

The share holders of M/s FUTURE CONSUMER ENTERPRISE LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 12/05/2015 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Mumbai this Twenty Sixth day of May Two Thousand Fifteen.

Signature valid
Digitally signed by
RAJENDER SINGH MEENA
DN: cn=Rajender Singh Meena,
o=Registrar of Companies,
ou=Registrar of Companies,
c=IN

RAJENDER SINGH MEENA
Deputy Registrar of Companies
Registrar of Companies
Mumbai

Mailing Address as per record available in Registrar of Companies office:

FUTURE CONSUMER ENTERPRISE LIMITED
Knowledge House, Shyam Nagar,, Off Jogeshwari Vikhroli Link Road,Jogeshwari(East),
Mumbai - 400060,
Maharashtra, INDIA





GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Mumbai

Everest , 100, Marine Drive, null, Mumbai, Maharashtra, INDIA, 400002

Corporate Identity Number : L52602MH1996PLC192090.

SECTION 13(1) OF THE COMPANIES ACT, 2013

Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

The share holders of M/s FUTURE CONSUMER ENTERPRISE LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 29/10/2014 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Mumbai this Fifth day of December Two Thousand Fourteen.

Signature valid

Digitally signed by
RAJENDER SINGH MEENA
DN: cn=RAJENDER SINGH MEENA,
o=Registrar of Companies,
c=IN
Date: 2014.12.05
14:27:30 GMT+05:30

RAJENDER SINGH MEENA
Deputy Registrar of Companies
Registrar of Companies
Mumbai

Mailing Address as per record available in Registrar of Companies office:

FUTURE CONSUMER ENTERPRISE LIMITED
Knowledge House, Shyam Nagar,, Off Jogeshwari Vikhroli Link Road,Jogeshwari(East),
Mumbai - 400060,
Maharashtra, INDIA



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L52602MH1996PLC192090

मैसर्स FUTURE VENTURES INDIA LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
FUTURE VENTURES INDIA LIMITED

जो मूल रूप में दिनांक दस जुलाई उन्नीस सौ छियानवे को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
SUBHIKSHITH FINANCE & INVESTMENTS PRIVATE LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा
लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य
विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि. 507 (अ) दिनांक 24.6.1985 एस्.आर.एन्. B85354751 दिनांक 30/09/2013 के द्वारा
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
FUTURE CONSUMER ENTERPRISE LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र मुंबई में आज दिनांक तीस सितम्बर दो हजार तेरह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Maharashtra, Mumbai

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : L52602MH1996PLC192090

In the matter of M/s FUTURE VENTURES INDIA LIMITED

I hereby certify that FUTURE VENTURES INDIA LIMITED which was originally incorporated on Tenth day of July
Nineteen Hundred Ninety Six under the Companies Act, 1956 (No. 1 of 1956) as SUBHIKSHITH FINANCE &
INVESTMENTS PRIVATE LIMITED having duly passed the necessary resolution in terms of Section 21 of the
Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto
under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New
Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN B85354751 dated 30/09/2013 the name of the
said company is this day changed to FUTURE CONSUMER ENTERPRISE LIMITED and this Certificate is issued
pursuant to Section 23(1) of the said Act.

Given at Mumbai this Thirtieth day of September Two Thousand Thirteen.

Signature valid
Digitally signed by Registrar of Companies, Maharashtra, Mumbai
Date: 2013.09.30 18:28:07
GMT+05:30

Registrar of Companies, Maharashtra, Mumbai

कम्पनी रजिस्ट्रार, महाराष्ट्र, मुंबई

*Note: The corresponding form has been approved by RAJENDER SINGH MEENA, Deputy Registrar of Companies and this certificate
has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic
Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

FUTURE CONSUMER ENTERPRISE LIMITED

Knowledge House, Shyam Nagar,, Off Jogeshwari Vikhroli Link Road,Jogeshwari(East),

Mumbai - 400060,

Maharashtra, INDIA





भारत सरकार-कारपोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

कारपोरेट पहचान संख्या : L52602MH1996PLC192090

(कम्पनी अधिनियम, 1956 की धारा 103(4))

पूँजी घटाने की पुष्टि से संबंधित माननीय उच्च न्यायालय के आदेश को रजिस्ट्रीकृत करने से संबंधित प्रमाण पत्र ।

मैसर्स FUTURE VENTURES INDIA LIMITED

द्वारा विशेष विनिश्चय दिनांक 04/03/2013 पारित करके इसकी पूँजी को घटाने और इस घटोत्तरी की पुष्टि , माननीय
Bombay High Court,Mumbai

ने एक आदेश दिनांक 10/05/2013 को याचिका संख्या CSP No. - 245 of 2013
में पारित करके कर दी है । मैं, एतद्वारा सत्यापित करता हूँ कि उक्त आदेश की एक प्रतिलिपि और माननीय उच्च न्यायालय
Mumbai

द्वारा अनुमोदित कार्यकृत ,जिसमें ,उक्त आदेश द्वारा कम्पनी की पूँजी और शेयर के परिवर्तित विवरणों को दर्शाया गया है , उनको
आज रजिस्ट्रीकृत कर लिया गया है ।

मुंबई में, यह प्रमाण-पत्र, आज दिनांक बीस जून दो हजार तेरह को जारी किया जाता है ।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Office of the Registrar of Companies, Maharashtra, Mumbai

Corporate Identity Number: L52602MH1996PLC192090

(SECTION 103(4) OF THE COMPANIES ACT, 1956)

CERTIFICATE OF REGISTRATION OF ORDER OF THE HON'BLE HIGH COURT
CONFIRMING REDUCTION OF CAPITAL

M/s FUTURE VENTURES INDIA LIMITED having by special resolution passed on 04/03/2013 reduced its capital, and such reduction having been confirmed by an order dated 10/05/2013 of the Hon'ble Bombay High Court, Mumbai passed in Petition number CSP No. - 245 of 2013.

I hereby certify that a copy of the said order and Minutes approved by the Hon'ble High Court of Mumbai showing the particulars of the capital and shares of the company as altered by the said order have this day been registered.

Given at Mumbai this Twentieth day of June Two Thousand Thirteen.

Signature valid
Digitally signed by Registrar of Companies, Maharashtra, Mumbai
Date: 2013.06.20 16:08:29
GMT+05:30

Registrar of Companies, Maharashtra, Mumbai
कम्पनी रजिस्ट्रार, महाराष्ट्र, मुंबई

*Note: The corresponding form has been approved by MARPALLI RAGHUNATHA BHAT, Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

FUTURE VENTURES INDIA LIMITED

Knowledge House, Shyam Nagar,, Off Jogeshwari Vikhroli Link Road,Jogeshwari(East),

Mumbai - 400060,

Maharashtra, INDIA



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

कम्पनी अधिनियम, 1956 की धारा 18 (1) (क)

उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L52602MH1996PLC192090

मैसर्स FUTURE VENTURES INDIA LIMITED

के अंशधारकों ने दिनांक 02/04/2013 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

मैं, एतद्वारा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

मुंबई में यह प्रमाण-पत्र, आज दिनांक अठारह मई दो हजार तेरह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Maharashtra, Mumbai

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

Certificate of Registration of the Special Resolution Confirming Alteration of Object
Clause(s)

Corporate Identity Number : L52602MH1996PLC192090

The share holders of M/s FUTURE VENTURES INDIA LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 02/04/2013 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given at Mumbai this Eighteenth day of May Two Thousand Thirteen.

Signature valid
Digitally signed by Registrar of Companies, Maharashtra, Mumbai
Date: 2013.05.18 12:54:19
GMT+05:30

Registrar of Companies, Maharashtra, Mumbai

कम्पनी रजिस्ट्रार, महाराष्ट्र, मुंबई

*Note: The corresponding form has been approved by ANURADHA BHASKAR ATHAVALE, Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

FUTURE VENTURES INDIA LIMITED

Knowledge House, Shyam Nagar,, Off Jogeshwari Vikhroli Link Road, Jogeshwari(East),
Mumbai - 400060,
Maharashtra, INDIA





भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

कम्पनी अधिनियम, 1956 की धारा 18(3)
राज्य परिवर्तित करने के संबंध में, कम्पनी विधि बोर्ड के आदेश के पंजीकरण से संबंधित प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U67120MH1996PLC192090

मैसर्स FUTURE VENTURES INDIA LIMITED

ने अपने विशेष विनिश्चय द्वारा, इसके पंजीकृत कार्यालय को तमिलनाडु राज्य से महाराष्ट्र राज्य में स्थानान्तरित करने के निमित्त अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है और इस परिवर्तन की पुष्टि

.. CLB CHENNAI

के दिनांक 24/02/2009 के आदेश द्वारा किए जाने पर,

मैं, यह सत्यापित करता हूँ कि उक्त आदेश की सत्यापित प्रतिलिपि को आज पंजीकृत कर लिया गया है।

मेरे हस्ताक्षर द्वारा मुंबई में, यह प्रमाण-पत्र, आज दिनांक अटार्इस अप्रैल दो हजार नौ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Maharashtra, Mumbai

SECTION 18(3) OF THE COMPANIES ACT, 1956

Certificate of Registration of Company Law Board order for Change of State

Corporate Identity Number : U67120MH1996PLC192090

M/s FUTURE VENTURES INDIA LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Tamil Nadu to the Maharashtra and such alteration having been confirmed by an order of .. CLB CHENNAI bearing the date 24/02/2009.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Mumbai this Twenty Eighth day of April Two Thousand Nine.




(MEENA RAJENDER SINGH)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies

महाराष्ट्र, मुंबई

Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

FUTURE VENTURES INDIA LIMITED

Knowledge House, Shyam Nagar,, Off Jogeshwari Vikhroli Link Road, Jogeshwari(East),

Mumbai - 400060,

Maharashtra, INDIA



11/07

Fax: 28234298

Website: www.mca.gov.in

Tel.: 28272676

28276652

**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
OFFICE OF THE REGISTRAR OF COMPANIES
SHASTRI BHAVAN, II FLOOR, 26, HADDOWS ROAD, CHENNAI - 6.**

No. 36016/IAC/MD/2007

Dated:

No 36016/IAC/MD/07

31 DEC 2007

To

M/s. FUTURE VENTURES INDIA PRIVATE LIMITED
No. 202 (Old No.742)
ANNA SALAI
CHENNAI 600 002.

Sir,

Sub: Change in CIN - Reg.

This is to inform you that the CIN of your company has been changed from **U65933TN1996PTC036016** to **U67120TN1996PLC036016** due to change in your economic activity code. Please quote the new CIN in all your future correspondences.

This is for your information.

Yours faithfully,


Asst. Registrar of Companies,
Tamilnadu, Chennai.

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, तमिलनाडु, चैन्नई, अंदमान और निकोबार द्वीप
लिमिटेड कम्पनी के रूप में परिवर्तित होने के परिणामस्वरूप, कम्पनी के नाम में परिवर्तन का नया
निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U65933TN1996PLC036016

मैसर्स FUTURE VENTURES INDIA PRIVATE LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

FUTURE VENTURES INDIA PRIVATE LIMITED

जो मूल रूप में दिनांक दस जुलाई उन्नीस सौ छियानवे को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स

FUTURE VENTURES INDIA PRIVATE LIMITED

के रूप में निगमित की गई थी, और उसके द्वारा कम्पनी अधिनियम, के साथ पठित धारा 31/21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय दिनांक 10/08/2007 को पारित किया है, उक्त कम्पनी का नाम परिवर्तित होकर आज मैसर्स

FUTURE VENTURES INDIA LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा चैन्नई में आज दिनांक सात सितम्बर दो हजार सात को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Tamil Nadu, Chennai, Andaman and Nicobar Islands

Fresh Certificate of Incorporation Consequent upon Change of Name on
Conversion to Public Limited Company

Corporate Identity Number : U65933TN1996PLC036016

In the matter of M/s FUTURE VENTURES INDIA PRIVATE LIMITED

I hereby certify that FUTURE VENTURES INDIA PRIVATE LIMITED which was originally incorporated on Tenth day of July Nineteen Hundred Ninety Six under the Companies Act, 1956 (No. 1 of 1956) as FUTURE VENTURES INDIA PRIVATE LIMITED having duly passed the necessary resolution on 10/08/2007 in terms of Section 31/ 21 read with Section 44 of the Companies Act, 1956; the name of the said company is this day changed to FUTURE VENTURES INDIA LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Chennai this Seventh day of September Two Thousand Seven.


(SURYANARAYANA DHARA)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies
तमिलनाडु, चैन्नई, अंदमान और निकोबार द्वीप

Tamil Nadu, Chennai, Andaman and Nicobar Islands

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

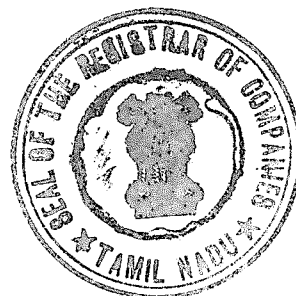
Mailing Address as per record available in Registrar of Companies office:

FUTURE VENTURES INDIA LIMITED

No. 202 (Old No.742), Anna Salai,

Chennai - 600002,

Tamil Nadu, INDIA



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, तमिलनाडु, चैन्नई

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U65933TN1996PTC036016

मैसर्स SUBHIKSHITH FINANCE & INVESTMENTS PRIVATE LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
SUBHIKSHITH FINANCE & INVESTMENTS PRIVATE LIMITED

जो मूल रूप में दिनांक दस जुलाई उन्नीस सौ छियानवे को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
FUTURE VENTURES INDIA PRIVATE LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा
लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य
विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि 507 (अ) दिनांक 24.6.1985 एस्. आर्. एन A18962639 दिनांक 09/08/2007 के द्वारा
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
FUTURE VENTURES INDIA PRIVATE LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा चैन्नई में आज दिनांक नौ अगस्त दो हजार सात को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Tamil Nadu, Chennai

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U65933TN1996PTC036016

In the matter of M/s SUBHIKSHITH FINANCE & INVESTMENTS PRIVATE LIMITED

I hereby certify that SUBHIKSHITH FINANCE & INVESTMENTS PRIVATE LIMITED which was originally incorporated on Tenth day of July Nineteen Hundred Ninety Six under the Companies Act, 1956 (No. 1 of 1956) as FUTURE VENTURES INDIA PRIVATE LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A18962639 dated 09/08/2007 the name of the said company is this day changed to FUTURE VENTURES INDIA PRIVATE LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Chennai this Nineth day of August Two Thousand Seven.


(KANNAN M.)

कम्पनी रजिस्ट्रार / Registrar of Companies

तमिलनाडु, चैन्नई

Tamil Nadu, Chennai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

FUTURE VENTURES INDIA PRIVATE LIMITED
OLD NO: 9, NEW NO: 17, WEST CIRCULAR ROAD, MANDAVELLI,
CHENNAI-28 - 600028,
Tamil Nadu, INDIA



Company Number: 36016



सत्यमेव जयते

CONVERSION OF PUBLIC TO
PRIVATE COMPANY UNDER
SECTION 31 OF THE
COMPANIES ACT 1956.

**FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME**

In the office of the Registrar of Companies, Tamil Nadu, Chennai-6
(Under the Companies Act, 1956 (I of 1956))

IN THE MATTER OF* SUBHIKSHITH FINANCE & INVESTMENTS LIMITED

I hereby certify that SUBHIKSHITH FINANCE & INVESTMENTS LIMITED

TENTH JULY

which was originally incorporated on day of 1996

under** Companies Act, 1956/1913 and under the name

..... SUBHIKSHITH FINANCE & INVESTMENTS LIMITED

having duly passed the necessary resolution on 10-08-2001

in terms of Section ~~21(1)(a)~~ ~~22(1)(b)~~ ~~44(3)(a)~~ 31 of the companies Act, 1956 and the approval of the
Central Government signified in writing having been accorded hereto in the Ministry
of law, Justice and Company Affairs, Department of Company Affairs, Registrar

of Companies, Chennai, Letter No. dated

the name of the said company in this day changed to

..... SUBHIKSHITH FINANCE & INVESTMENTS PRIVATE LIMITED

and this Certificate is issued pursuant to Section 23(1)/44/43A(4)/31 of the said Act.

SEVENTEENTH SEPTEMBER

Given under my hand at CHENNAI this Day of

TWENTYSIXTH BHADRAPADA

Two thousand ONE

One thousand nine hundred and twenty three (Saka)



(M. CHANDANAMUTHU.)
Deputy Registrar of Companies
Tamil Nadu, Chennai

* Here give the name of the company as existing prior to the Change.

** Here give the name of the Act(s) under which the company was originally registered and incorporated.

Co No: 36016



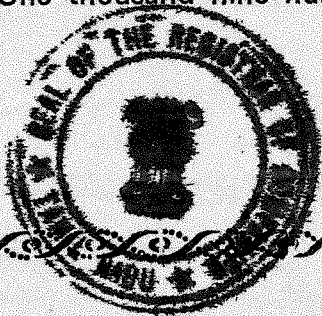
Certificate For Commencement of Business

Pursuant of section 149 (3) of the Companies Act, 1956

I hereby certify that the
**SUBHIKSHITH FINANCE &
INVESTMENTS LIMITED**

which was incorporated under the Companies Act, 1956, on
the TENTH day of JULY 19 96
and which has this day filed a duly verified declaration in the
prescribed form that the conditions of section 149 (1) (a) to (d) /
149 (2) (a) to (c) of the said Act, have been complied with, is
entitled to commence business.

Given under my hand at MADRAS
this SECOND day of AUGUST
ELEVENTH SHRAVANA
One thousand nine hundred and NINETY SIX
One thousand nine hundred and EIGHTEEN(SA KA)



B. A. M. P. Rathnasami
(B. A. M. P. RATHNASAMI)
ADDL: Registrar of Companies.
Tamil Nadu

FORM I R,



CERTIFICATE OF INCORPORATION

18- 36016

96

No.....of 19.....

SUBHIKSHITH FINANCE &

I hereby certify that.....

INVESTMENTS LIMITED

is this day incorporated under the Companies Act 1956 (No. 1 of 1956)
and that the Company is Limited.

MADRAS

Given under my hand at.....

TENTH

JULY

this.....day of.....

NINETEENTH

ASADHA

One thousand nine hundred and NINETY SIX

One thousand nine hundred and EIGHTEEN (SAKA)




(B.A.M.P. RATHNSAMI)
ADDL. Registrar of Companies
TAMIL NADU

**MEMORANDUM OF ASSOCIATION
OF
FUTURE CONSUMER LIMITED***
(Formerly known as Future Consumer Enterprise Limited)
(Under the Companies Act 1956, Company Limited by Shares)

I. The name of the Company is "**FUTURE CONSUMER LIMITED**"*

II. The Registered Office of the Company will be situated in the State of Maharashtra.***

III.(a) #[The objects for which the Company is incorporated are:]

1. \$To carry on the business, whether in India or abroad, of sourcing, processing, manufacturing, branding, distributing, selling, marketing, promoting, trading, buying, importing, exporting, using, improving, developing, storing, preserving, packing, re-packing, refining, transporting and otherwise dealing in any manner in all types of food, beverages and edible products including cereals, spices, masalas, vegetables, fruits, vegetarian and non-vegetarian food products, dairy products, milk products, bakery products, flours and mixes, frozen foods, packed foods, canned or tinned convenience foods, ready to eat foods, processed foods, drinks of all kind and every description, and all kind of fast moving consumer goods and products including personal care products, health care products, home care products such as soaps, body washes, shampoos, laundry products, wipes, creams, lotions and other similar products of all kind and every description, providing and availing incidental and ancillary services in relation thereto and carrying out any and all such activities as may be necessary or related to or in connection with the business of the Company including by way of acting as agents, principals, contractors, warehousers, dealers, distributors, stockists, transporters, marketers, cultivators, convertors, franchisors, brokers, consultants, collaborators, job workers, service providers of all nature and/or otherwise.
2. @To construct, build, establish, erect, promote, undertake, acquire, own, operate, transport, equip, manage, renovate, reconstruct, develop, set up, turn to account, maintain, keep, operate and run or engage into multiple food processing units, establishments, factories for manufacturing, processing, preparing, preserving, refining, buying, selling, packing, repacking, directly or sub-contracting and otherwise dealing in any manner in all type of food and food related products including cereals, spices, masala, beverages, dairy products, milk products, convenience foods and processed foods of all kind and every description, all kind of fast moving consumer goods and products and providing or availing incidental and ancillary services in relation thereto and to act as buyer, seller, stockiest, distributor, dealer, importer, exporter or otherwise and to establish, promote, develop, acquire, license and manage multiple brands, trade name, trademarks and other intellectual property rights in relation to the business of the Company and to appoint franchisee, representative, distributor or otherwise within and outside India.

* The name of the Company was changed from 'Subhikshith Finance & Investments Private Limited' to 'Future Ventures India Private Limited' vide Special Resolution passed at the Extra-Ordinary General Meeting held on 19.07.2007. Further, upon ceasing to be a Private Limited Company, the word 'Private' was deleted vide Special Resolution passed at the Extra-Ordinary General Meeting held on 10.08.2007. The name of the Company was further changed from 'Future Ventures India Limited' to 'Future Consumer Enterprise Limited' vide Special Resolution passed at the Annual General Meeting held on 23.9.2013 and fresh certificate of incorporation dated 30.09.2013 granted by the Registrar of Companies, Maharashtra, Mumbai. The name of the Company was further changed from 'Future Consumer Enterprise Limited' to 'Future Consumer Limited' vide Special Resolution passed through Postal Ballot on 30.9.2016, which comes into effect from the date of approval of Form INC 24 by the Registrar of Companies, Maharashtra, Mumbai.

*** Amended vide Special Resolution passed at the Extra-Ordinary General Meeting held on 26.11.2008 and pursuant to an order passed by the Company Law Board, Chennai Bench dated 24.2.2009.

@ Amended vide special resolution passed through Postal Ballot on 12th May, 2015

\$ Amended vide special resolution passed through Postal Ballot on 30th September, 2016

Amended vide Special Resolution passed at the Annual General Meeting held on 29th August, 2018

**(b) Matters which are necessary for furtherance of the objects specified in Clause III (a) are:-

1. To carry on business as manufacturers of and/or dealers in food for consumption of human being, animals, birds, all varieties of animal and poultry feeds and in any articles insects, fish, plants or any other living organization.
2. To carry on all or any other business of manufacturing, developing, improving, buying, selling and dealing cosmetics and other preparations and articles, Patent Medicines, mineral water, cordials, restoratives, foods, drugs, tinctures, inks, paints, pigments, varnishes, drugs, dye ware, paint and color grinders, proprietary and sanitary articles, hair oils, scents, snows, perfumes, and other preparations of all kinds according to the system of Allopathy, Homeopathy, Unani, Ayurveda and Biochemistry and medicaments of any kind whatsoever, and also electrical, chemical, photographic, surgical, scientific apparatus materials and to carry on business of chemists, druggists, drysellers, importers, manufacturers and dealers in different classes of pharmaceutical, medicinal, chemical, industrial and other preparations and articles to buy, sell, manufacture, refine, manipulate, import, export and deal in all substances, apparatus capable of being used in such business .
3. To carry on the business of beauty care, aesthetics care, skin care or health care through either medical technology or otherwise by any means including but not limited to the setting up of retail clinics, skin care centres, spa services, saloons, other beauty, personal care and health care services in different cities in India and/or abroad offering beauty and aesthetics enhancement services, skin care services and other related services and to engage in import, manufacture, marketing, distribution and/or sale of products that offer aesthetic enhancement of body or, skin products and services whether or not based on traditional Indian systems of medicine and to undertake research and development activities in any of the aforesaid areas.
4. To engage in the manufacture, sale, marketing and distribution, export, import of such products as may, from time to time, be categorised as lifestyle products and services including but not limited to foods for special dietary uses, dietary food supplements, nutraceuticals and other foods falling in the above categories.
5. To manufacture, fabricate, assemble, buy, sell, import, export and otherwise deal in all kinds of cans, boxes, cases, bottles, and containers, whether made wholly or in part of metal, timber, glass, porcelain, stone, tin, paper, cardboard, strawboard, plywood, thermocol or of any other material suitable for such cans, boxes, cases, bottles, and containers and to manufacture, and otherwise deal in all kinds of raw material and other products connected with cans, boxes, cases, bottles, containers, baskets, gunny bags and bags of all kinds, packing materials and articles, hooks, nails, for the purpose of canning, packing, and exporting raw materials and finished goods.
6. To deal, manufacture and import plant, machinery, vessels, containers, syphons, filters, bottles, baskets, wooden paper, cardboard and tin boxes, appliances and receptacles of all kinds necessary for manufacturing, improving, processing, trading, preserving, canning, bottling, and dealing in the products of the Company.
7. To carry on business of manufacturing, buying, selling, converting, altering, hiring, letting on hire and otherwise dealing in and as repairers of all types of components, parts, spare parts, accessories and fittings and all items, articles and things required for or in connection with the manufacture, maintenance and working of plant and machinery used or capable of being used for the manufacture, packaging and preservation of food products of all kinds.
8. To promote or assist in promoting any company or companies in any part of the world and to subscribe shares therein or other securities thereof and to take part in the management, supervision or control of such businesses or operations of such companies pursuant to any shareholder agreements, or any other agreements or otherwise and to exercise any rights available to the Company pursuant to such agreements or otherwise and to appoint and remunerate any directors, administrators or accountants or other experts or agents for consideration or otherwise or for any other purpose which may seem directly or indirectly calculated to benefit the Company.

9. To enter into partnership or enter into any agreements for sharing profits, union of interest, co-operation, joint adventure, reciprocal concession or otherwise with any person, firm or company carrying or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in.
10. To purchase or acquire by amalgamation or otherwise all or any part of the business or property of any person, firm, association or company carrying on or formed to carry on any business which this Company is authorised to carry on and as consideration for the same to pay cash or to issue any share, stocks, or obligations of this Company and in connection with any such transaction to undertake any liabilities relating to the business or property acquired.
11. To enter into arrangement with any Government, or authority, supreme, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority all rights, concessions and privileges which the Company may think it desirable to obtain and to carry out, exercise, and comply with any such arrangements, rights, privileges and concessions.
12. To subscribe for, absolutely or conditionally, purchase or otherwise acquire and to hold, dispose of and trade in shares, stocks and securities of any other company whether Indian or foreign, carry on the business of financiers, that is to say, to lend money either with or without security to such person or persons, firms, associations, companies, or bodies corporate and upon such terms and conditions as the Company thinks fit but the Company shall not do banking as defined in the Banking Regulation Act, 1949, mobilise capital from financial investors and public markets and to manage the investment of such funds in business opportunities in India.
13. To promote any other company for the purpose of acquiring all or any of the property and liabilities of this Company.
14. To sell, or otherwise dispose of the whole or any part of the business undertaking or property of the Company either altogether or in portions for such consideration as the Company may think fit and in particular for cash in installments or otherwise for shares, debentures or securities of any company purchasing the same.
15. To purchase, take on lease or exchange, hire or otherwise acquire any immovable or movable property, patents, license, rights and privileges which the Company may think necessary or convenient for the purpose of its business and to pay for the same either in cash or in shares or securities and to sell, let, lease or sub-lease or otherwise dispose of or grant rights over any immovable property belonging to the Company.
16. To purchase or otherwise acquire any patent, brevets d' invention, licenses, concessions, monopolies and the like conferring an exclusive or non-exclusive or limited right to use any invention which may seem capable or being used for any the purpose of the company or the acquisition of which may seem calculated directly or indirectly to benefit this Company and to use, exercise develop or grant licenses in respect of or otherwise turn to account to the property and rights so acquired.
17. Subject to the provisions of the applicable laws for the time being in force, to borrow or raise or secure the payments of money or to receive money other than public deposits on deposit at interest for any of the purposes of the Company and at such time or times and in such manner as may be thought fit in particular by the issue of debentures or debenture-stock, perpetual or otherwise, including debentures or debenture-stock convertible into shares of this or another company or perpetual annuities and as security for any such money so borrowed, raised or received or of any such debentures or debenture-stock so issued, to mortgage, pledge or charge the whole or any part of the property, assets, or revenue and profits of the Company, present or future including its uncalled capital, by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off any securities. PROVIDED that, the Company shall not carry on banking business as defined in the Banking Regulation Act, 1949.
18. Without doing Banking business within the meaning of the provisions of the Banking Regulation Act, 1949, to borrow or raise or secure the payment of money in such manner as the company shall think fit and in particular by the issue of debentures or debenture- Stock, perpetual or otherwise charged upon all or any of the company's property (both present and future) including its uncalled capital and to purchase, redeem or pay off any such securities.

19. To enter into collaboration with Indian or Foreign companies or firms or consortium for assisting them or for carrying out the business of the Company.
20. To invest and deal with the monies of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
21. To lend and advance money or give credit to such persons, firms or companies, on such terms as may seem expedient and in particular to customers and other having dealing, with the Company and to give guarantee or become sureties and provide indemnities for any such person, firm or companies.
22. To guarantee payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debentures, stock, contracts mortgages, charges, obligation, instruments and securities of any company, of any authority, municipal, local or otherwise or of any persons whosoever, whether incorporated or not incorporated, and generally to guarantee or become sureties for the performance of any contracts or obligations.
23. To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, hundies and other negotiable and transferable instruments.
24. To carry on in India or elsewhere the business of Consultants and Advisers to and for the benefit of any individual, firm, trust, association, society, company, corporation, body corporate, organisation or institution and to render consultancy, advisory and other services in which the Company is authorised to carry on business
25. To obtain any provisional order or Act of parliament enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient and to oppose any proceedings or applications, which may seem calculate, directly or indirectly to prejudice the Company's interest
26. To appoint agents and constitute branches and agencies of the Company in India or elsewhere in any part of the World.
27. To adopt such means of making known the produces of the Company as may seem expedient for the promotion of business including by advertising in the press by circulars, by purchase and exhibition or works of art or interest by publication of books and periodicals and by granting prizes, rewards and donations, but not to any political party.
28. To undertake, carry out, engage, develop enterprise applications, web based technologies, data communication and networking, hardware, processes etc for brand building, sales and distribution, product supply, procurement and other services and to enable Information Technology enabled solutions in any manner whatsoever including but not limited to the above for both development of existing business and standalone commercial purposes.
29. To obtain technical information, know-how and expert advice or financial accommodation for the production, manufacture or marketing of any product and to pay to or to the order of such firm, company, body corporate, government authority or person any fee, royalty, shares, bonus, remuneration and otherwise re-compensate them in any other manner for the services rendered by them.
30. To remunerate any person or company rendering services to this Company either by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid-up in full or in part or otherwise as may be thought expedient.
31. To employ agents, experts to undertake any activity in relation to the business undertaken or proposed to be undertaken by the Company.
32. To undertake, subscribe or otherwise aid undertakings for the purpose of opening out Trade, commerce or making experiments, investigations or researches in connection with any of the objects of the Company or affecting any class or department of its business directly or indirectly.

33. To undertake basic and applied research and development work of all kinds to improve the business of the Company.
34. To pay a share in the profits of the Company or commission or brokerage, to sub-brokers, agents or any other company, firm or person including the servants of the Company as may be thought fit, provided that this will be subject to the provisions of the applicable laws for the time being in force.
35. To place on reserve and capitalize and issue as bonus among the members or otherwise to apply as the Company may from time to time think fit, any monies received by way to premium on shares or debentures issued at a premium by the Company, and any monies received in respect of dividends accrued on forfeited shares, and monies arising from the sale by the Company for forfeited shares.
36. To distribute any of the property of the Company among the members in specie but so that no distribution amounting to a reduction in capital be made without sanction of the Court or the Tribunal as required by the the provisions of the applicable laws for the time being in force.
37. To insure the property of the Company.
38. To create any depreciation fund, reserve fund, sinking fund, insurance fund, dividend equalization fund, redemption fund or any other special fund whether for depreciation or the repairing, improving, extending or maintaining any of the properties of the Company or for any other purpose.
39. To sub-let all or any contracts from time to time and upon such terms and conditions as may be thought expedient.
40. To undertake and execute any trust, the undertaking of which may seem to the Company desirable either gratuitously or otherwise.
41. To establish, join support or aid in the establishment and support of associations, funds, trusts, and conveniences including technical institutions or colleges calculated to benefit employees or ex-employees of the Company or the dependents or connections of such persons or the public as also facilities training of technical personnel required for the Company and to make payments towards insurance and to subscribe or guarantee money or pay a share of the profits for charitable or benevolent objects or for any exhibition or for any public, general or useful object, subject to the provisions of the applicable laws for the time being in force.
42. To provide for the welfare of the Directors, Trustees and employees or exe-Directors, Ex-Trustees and ex-employees of the Company and the wives, widows and families of the dependents or connections of such persons, by building of houses, dwellings or chawls, by grants of money, gratuity, pensions, allowances, bonuses, or others payments or by creating and from time subscribing or contributing to provident funds or other associations, institutions funds or trusts any by providing or subscribing or contribution towards place of instruction and recreation, hospitals, dispensaries, medical and other attendants and other assistance as the Company may think fit and to subscribe or contribute or otherwise to assist or guarantee money to charitable, benevolent, religious, scientific, national or other institutions, and objects which shall have any moral or other claim to the support or aid by the Company either by reason of locality of operation or public and general utility or otherwise.
43. To procure the Company to be registered or registered in any foreign country or place.
44. To make and alter the rules and subsidiary regulations, as may be determined from time to time by the Board of Directors for carrying on the business of the company profitably and efficiently.
45. To undertake to publish, print or edit any newspaper, book, pamphlet, journal, magazine, monthly, quarterly or daily and do all acts incidental and necessary for such business.
46. To carry on the business of hoteliers, caterers, and to run restaurants.

47. To act as selling agents, wholesalers, distributors of planters, plantations, chemicals and generally to deal in all types of products of agricultural nature.
 48. To deal in real estate and more particularly to construct flats, buildings, office apartments and do the business of civil engineering contractors.
 49. To conduct trade surveys, introduce or provide advice to individuals, firms, companies or other corporate bodies on modern business systems and generally provide management and business administration methods to others.
 50. To conduct the business of trading/ development of software for the purpose of trading either within India or otherwise and for this purpose to enter into any joint venture/ collaboration agreement with Indian or Foreign individual/establishments.
 51. To carry on the business of import/export House and to act as merchant exporters, traders, agents dealers, shippers, forwarding and clearing agents of goods and merchandise of any description and to export management consultancy and related services.]
- IV. The liability of the members is limited.
- V. [(a) (The Authorised Share Capital of the Company shall be Rs.5060,00,00,000 (Rupees Five Thousand and Sixty Crores Only) divided into 5,65,00,00,000 (Five Hundred and Sixty Five Crores only) equity shares of Rs.6 (Rupees Six) each and 1,67,00,00,000 (One Hundred and Sixty Seven Crores only) unclassified shares of Rs. 10 (Rupees Ten) each, with the power to increase or reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company.)#
- (b) Minimum Paid up capital of the Company shall be Rs.5,00,000/- (Rupees Five Lakh Only).]***

*** Amended vide Special Resolution passed at an Extra Ordinary General Meeting held on 4.03.2013 pursuant to the provisions of Composite Scheme of Arrangement and Amalgamation between Indus-League Clothing Limited and Lee Cooper (India) Limited and Future Ventures India Limited and Pantaloon Retail (India) Limited (now known as Future Retail Limited) and Future Lifestyle Fashions Limited, and their respective shareholders and creditors as approved by the Hon'ble High Court at Bombay vide Order passed on 10.5.2013.

#Amended pursuant to the Scheme of Amalgamation of Future Agrovat Limited with Future Consumer Enterprise Limited and their respective shareholders, as approved by the Hon'ble High Court at Bombay vide Order dated 30th January, 2015.

We the several persons, whose names and addresses are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum or Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

S. No	Signature, Names, Address And description of Subscribers.	No. of Equity Shares taken by each subscriber.
1.	sd R.Sankar S/o K.S.Ramachandran, No.3 Arya Gowder Road, West Mambalam. Chennai-600033. Business	100 (One Hundred Only)
2.	sd R.Santhanam S/o S.Rangasamy C-6, Sasi Apartments, 167,R.K.Mutt Road, Chennai-600028. Advocate	100 (One Hundred Only)
3.	sd M.Sundar S/o. S.Mahalingam, A-3, 29. IV Trust Cross St. Mandavelipakkam, Chennai 600028 Chartered Accountant.	100 (One hundred Only)
4.	sd V.Thirumalai. S/O S.Vijayaraghavan, 18, Avm Avenue, II st, Virugambakkam, Chennai-600092. Business	100 (One Hundred Only)
5.	sd R.Ramamoorthy S/O R.Rajagopalan, 5,Meenakshi st, Dhanalakshmi Colony, Vadapalani, Chennai-26. Industrialist	100 (One Hundred Only)
6.	sd R.Santhanam, S/o K.S.Ramachandran, 3,Arya Gowder Road, Chennai-600033. Business	100 (One Hundred Only)

7. sd
V.Sivaraman,
S/o K.Venkatraman 100
16,Rosary Church Road, I Lane (One Hundred Only)
Mylapore, Chennai-600004. Business

Total 700(Seven Hundred Only)

Witnesseth : signature 1 to 7 signed in my presence this 24th june, 1996.

Sd
R.Venkatesh,
Chartered Accountants,
165, Kutchery Road,
Mylapore, Chennai-4

Chennai, dated this 24th June, 1996.

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES
(Incorporated under the Companies Act, 1956)

ARTICLES OF ASSOCIATION

OF

FUTURE CONSUMER LIMITED
(formerly known as Future Consumer Enterprise Limited)

Note: The regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the Annual General Meeting held on 29th August, 2018 in substitution for and to the entire exclusion of, the regulations contained in the then existing Articles of Association of the Company.

A. PRELIMINARY

- (a) The regulations contained in table "F" of Schedule I to the Companies Act, 2013 shall apply only in so far as the same are not provided for or are not inconsistent with these Articles.
- (b) The regulations for the management of the Company and for the observance of the members thereof and their representatives shall be such as are contained in these Articles subject however to the exercise of the statutory powers of the Company in respect of repeal, additions, alterations, substitution, modifications and variations thereto by special resolution as prescribed by the Companies Act, 2013.

B. DEFINITIONS AND INTERPRETATION

1. Definitions

In the interpretation of these Articles the following words and expressions shall have the following meanings unless repugnant to the subject or context.

"The Act" means the Companies Act, 2013 along with the relevant Rules made there under, and any statutory amendment thereto or replacement thereof and including any circulars, notifications and clarifications issued by the relevant authority under the Companies Act, 2013, and applicable and subsisting provisions of the Companies Act, 1956, if any, along with the relevant Rules made there under.

"Annual General Meeting" shall mean a General Meeting of the Members held annually in accordance with the provisions of Section 96 of the Act or any adjourned meeting thereof.

"Articles" shall mean Articles of Association of the Company, as contained herein or as amended from time to time, as provided in the Act and on these Articles.

"Board" or "Board of Directors" shall mean Board of Directors of the Company, as constituted from time to time, in accordance with Law and the provisions of these Articles.

"Board Meeting" shall mean any meeting of the Board, as convened from time to time and any adjournment thereof, in accordance with law and the provisions of these Articles.

“Company” shall mean Future Consumer Limited.

“Investor” means Black River Food 2 Pte. Ltd., its successors-in-interest and/or its permitted assignees;

“Investor Director” shall have the meaning ascribed to such term in Article 31 (d);

“Law” or **“Laws”** shall mean the laws of India, for the time being in force, including any statute, law, ordinance, rule, administrative interpretation, regulation, policy statement or guidelines, print media guidelines, order, writ, injunction, directive, judgment or decree (whether central, state, local, municipal or otherwise), as the case may be;

“Person” or **“Persons”** shall mean any natural person, sole proprietorship, partnership, company, body corporate, governmental authority, joint venture, trust, association or other entity (whether registered or not and whether or not having separate legal personality);

“Rules” shall mean the rules made under the Act and as notified and/or amended from time to time.

2. INTERPRETATION

- (a) Unless repugnant to the context or otherwise excluded, the words and phrases used in these Articles but not defined herein shall have, *mutatis mutandis*, the same meaning as prescribed to them in the Act.
- (b) The headings and subheadings in these Articles are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of these Articles or any provision hereof in any manner whatsoever.
- (c)
 - i. The definitions in Article 1 shall apply equally to both the singular and plural form of the terms defined.
 - ii. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter form.
 - iii. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.
 - iv. Unless the context otherwise requires, (a) all references to Clauses, are to Clauses of these Articles; and (b) the terms “herein”, “hereof”, “hereunder” and words of similar import refer to these Articles as a whole.

3. SHARE CAPITAL

- (a) The authorised share capital of the Company shall be as stated under Clause V of the Memorandum of Association of the Company with such rights, privileges and conditions respectively attached thereto as may be from time to time and the Company may sub-divide, consolidate and increase the share capital from time to time as provided under these Articles, and upon the sub-division of shares, apportion the right to participate in profits in any manner as between the shares resulting from the sub-division.
- (b) The Company has power, from time to time, to increase or reduce its authorised or issued and paid up share capital, in accordance with the Act, applicable laws and these Articles.
- (c) The share capital of the Company may be classified into shares with differential rights as to dividend, voting or otherwise in accordance with the applicable provisions of the Act, Rules and law, from time to time.
- (d) The Board may, subject to the relevant provisions of the Act and these Articles, allot and issue shares as payment or part payment for any property purchased by the Company or in respect of goods sold or transferred or machinery or appliances supplied or for services rendered to the Company in or about the formation of the Company or in respect of an acquisition and/or in the conduct of its business or for any goodwill provided to the Company; and any shares which may be so allotted may be issued as fully/partly paid-up shares and if so issued shall be deemed as fully/partly paid-up shares.
- (e) Except so far as otherwise provided by the conditions of issue or by these Articles, any share capital raised by the creation of new shares, shall be considered as part of the existing share capital and shall be subject to the provisions herein contained with reference to the payments of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.
- (f) Any application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles and every person who thus or otherwise accepts any shares and whose name is on the register of members, shall for the purposes of these Articles, be a member of the Company.
- (g) The money, if any, which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall immediately on the insertion of the name of the allottee, in the register of members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.

4. PREFERENCE SHARES

- (a) The Company, subject to the applicable provisions of the Act, shall have the power to issue on a cumulative or non-cumulative basis, preference shares liable to be redeemed in any manner permissible under the Act and the directors may, subject to the applicable provisions of the Act, exercise such power in any manner as they deem fit and provide for redemption of such shares on such terms including the right to redeem at a premium or otherwise as they deem fit.
- (b) The Company, subject to the applicable provisions of the Act and the consent of the Board, shall have power to issue on a cumulative or non-cumulative basis convertible

preference shares liable to be converted in any manner permissible under the Act and the directors may, subject to the applicable provisions of the Act, exercise such power as they deem fit and provide for conversion at a premium or otherwise and/or conversion of such shares into such securities on such terms as they may deem fit.

- (c) Upon the issue of preference shares, the following provisions shall apply:
 - (i) No such preference shares shall be redeemed except out of profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purposes of the redemption;
 - (ii) No such shares shall be redeemed unless they are fully paid;
 - (iii) The premium, if any, payable on redemption shall have been provided for out of the profits of the Company or out of the Company's securities premium account, before the shares are redeemed;
 - (iv) Where any such shares are proposed to be redeemed out of the profits of the Company, there shall, out of such profits, be transferred, a sum equal to the nominal amount of the shares to be redeemed, to a reserve, to be called the "capital redemption reserve account" and the applicable provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided by Section 55 of the Act, apply as if the capital redemption reserve account were paid up share capital of the Company;
 - (v) The redemption of preference shares under this Article by the Company shall not be taken as reduction of share capital;
 - (vi) The capital redemption reserve account may, notwithstanding anything in this Article, be applied by the Company, in paying up un-issued shares of the Company to be issued to the shareholders as fully paid bonus shares; and
 - (vii) Whenever the Company shall redeem any redeemable preference shares, the Company shall, within 30 (thirty) days thereafter, give notice thereof to the Registrar as required by the applicable provisions of the Act.

5. LIEN

- (a) The Company shall have a first and paramount lien:
 - (i) on every share (not being a fully paid share), for all money (whether presently payable or not) called, or payable at a fixed time, in respect of that share;
 - (ii) on all shares (not being fully paid shares) standing registered in the name of a single person, for all money presently payable by him or his estate to the Company;

Provided that the Board may, at any time, declare any shares wholly or in part to be exempt from the provisions of this Article.

- (b) The Company's lien, if any, on the shares, (not being a fully paid share), shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
- (c) For the purpose of enforcing such lien, the Board may sell such partly paid-up shares, subject thereto in such manner as the Board shall think fit;

Provided that no sale of such shares shall be made:

- (i) unless a sum in respect of which the lien exists is presently payable; or
- (ii) until the expiration of 14 days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

The net proceeds of any such sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. The residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the Person entitled to the shares at the date of the sale.

- (d) Subject to the Act and these Articles, the right of lien under this Article shall extend to other securities.

6. CALLS

- (a) Subject to the applicable provisions of the Act, the terms on which any shares may have been issued and allotted, the Board may, from time to time, by a resolution passed at a meeting of the Board, make such call as it thinks fit upon the Members in respect of all money unpaid on the shares held by them respectively and each Member shall pay the amount of every call so made on him to the Person or Persons and Members and at the times and places appointed by the Board. A call may be made payable by instalments. Provided that the Board shall not give the option or right to call on shares to any person except with the sanction of the Company in a general meeting.
- (b) At least 14 (fourteen) days' notice in writing for every call (otherwise than on allotment) shall be given by the Company specifying the time and place of payment, provided that before the time for payment of such call, the Board may revoke or postpone the same.
- (c) The call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed and may be made payable by the members whose names appear on the register of members on such date as shall be fixed by the Board.
- (d) The joint holder of a share shall be jointly and severally liable to pay all instalments and calls due in respect thereof.
- (e) The Board may, from time to time at its discretion, extend such time to all or any of the members who, the Board may deem fairly entitled to such extension; but no member shall be entitled to such extension save as a matter of grace and favour.
- (f) If any member or allottee fails to pay the whole or any part of any call or instalment, due from him on the day appointed for payment thereof, or any such extension thereof, he shall be liable to pay interest on the same from the day appointed for the payment to the time of actual payment at such rate as shall from time to time be fixed by the Board but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member and the Board shall be at liberty to waive payment of such interest either wholly or in part.
- (g) Any sum, which by the terms of issue of a share or otherwise, becomes payable on allotment or at any fixed date or by instalments at a fixed time whether on account of the nominal value of the share or by way of premium shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue or otherwise the same became payable, and in case of non-payment, all

the relevant provisions of these Articles as to payment of call, interest, expenses, forfeiture or otherwise shall apply as if such sum became payable by virtue of a call duly made and notified.

- (h) On the trial or hearing of any action or suit brought by the Company against any member or his legal representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the member in respect of whose shares the money is sought to be recovered appears entered on the register of members as the holder, or one of the holders at or subsequent to the date at which the money sought to be recovered is alleged to have become due on the shares; that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the member or his representatives so sued in pursuance of these Articles; and it shall not be necessary to prove the appointment of the directors who made such call nor that a quorum of directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted nor any other matters whatsoever; but the proof of the matters aforesaid shall be conclusive evidence of the debt and the same shall be recovered by the Company against the member or his representative from whom it is ought to be recovered, unless it shall be proved, on behalf of such member or his representatives against the Company that the name of such member was improperly inserted in the register of members or that the money sought to be recovered has actually been paid.
- (i) The Company may enforce a forfeiture of shares under Article 15, notwithstanding the following: (i) a judgment or a decree in favour of the Company for calls or other money due in respect of any share; (ii) part payment or satisfaction of any calls or money due in respect of any such judgement or decree; (iii) the receipt by the Company of a portion of any money which shall be due from any member to the Company in respect of his shares; and (iv) any indulgence granted by the Company in respect of the payment of any such money.
- (j) The Board may, if it thinks fit, subject to the applicable provisions of the Act, agree to and receive from any member willing to advance the same, the whole or any part of the money due upon the shares held by him beyond the sums actually called up, and upon the amount so paid or satisfied in advance or so much thereof as from time to time and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares in respect of which such advance has been made, the Company may pay interest, as the member paying such sum in advance and the Board may agree upon; provided that the money paid in advance of calls shall not confer a right to participate in profits or dividend. Provided always that if at any time after the payment of any such money the rate of interest so agreed to be paid to any such member appears to the Board to be excessive, it shall be lawful for the Board from time to time to repay to such member so much of such money as shall then exceed the amount of the calls made upon such shares in the manner determined by the Board. Provided also that if at any time after the payment of any money so paid in advance, the Company shall go into liquidation, either voluntary or otherwise, before the full amount of the money so advanced shall have become due by the members to the Company, on instalments or calls, or in any other manner, the maker of such advance shall be entitled (as between himself and the other members) to receive back from the Company the full balance of such moneys rightly due to him by the Company in priority to any payment to members on account of capital, in accordance with and subject to the provisions of the Act.
- (k) No member shall be entitled to voting rights in respect of the money(ies) so paid by him until the same would but for such payment, become presently payable.

7. ADRS/GDRS

The Company shall, subject to the applicable provisions of the Act, compliance with all Laws and the consent of the Board, have the power to issue ADRs or GDRs on such terms and in such manner as the Board deems fit including their conversion and repayment. Such terms may include at the discretion of the Board, limitations on voting by holders of ADRs or GDRs, including without limitation, exercise of voting rights in accordance with the directions of the Board.

8. ALTERATION OF SHARE CAPITAL

(a) The Company, subject to provisions of these Articles and the applicable provisions of the Act, in general meeting may from time to time, alter the conditions of its Memorandum of Association as follows, that is to say, it may: ☐

- (i) increase its share capital by such amount as it thinks expedient;
- (ii) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:

Provided that no consolidation and division which results in changes in the voting percentage of members shall take effect unless it is approved in terms of the applicable provisions of the Act;

- (iii) convert all or any of its fully paid up shares into stock, and reconvert that stock into fully Paid up shares of any denomination;
- (iv) sub-divide its existing shares into shares of smaller amount that is fixed by the Memorandum of Association so, however, that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.
- (v) cancel any shares, which at the date of the passing of the resolution have not been taken or agreed to be taken by the person and diminish the amount of its share capital by the amount of the shares so cancelled. Cancellation of shares in pursuance of this Article shall not be deemed to be reduction of share capital within the meaning of the Act.

(b) Subject to the applicable provisions of the Act, the Board may accept from any member, on such terms and conditions as may be decided by the Board, the surrender of all or any of his shares.

9. REDUCTION OF SHARE CAPITAL

The Company may, subject to the applicable provisions of the Act, from time to time by a special resolution, reduce its capital, any capital redemption reserve account and the securities premium account in any manner for the time being authorized by Law. This Article is not to derogate any power the Company would have under Law, if it were omitted.

10. POWER OF COMPANY TO PURCHASE ITS OWN SECURITIES

Pursuant to a resolution of the Board or a special resolution of the members, as required under the Act, the Company may purchase its own equity shares or other securities, as

may be specified by the Act read with Rules made there under from time to time, by way of a buy-back arrangement, in accordance with and subject to compliance of the applicable provisions of the Act and other applicable Laws.

11. POWER TO MODIFY RIGHTS

- (a) Where, the capital, is divided (unless otherwise provided by the terms of issue of the shares of that class) into different classes of shares, all or any of the rights and privileges attached to each class may be varied, subject to the provisions of Section 48 of the Act and applicable Laws, and whether or not the Company is being wound up, be varied provided the same is affected with consent in writing of the holders of not less than three-fourths of the issued shares of that class or by way of a special resolution passed at a separate meeting of the holders of the issued shares of that class.
- (b) To every such separate meeting, the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
- (c) The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

12. SHARE CERTIFICATES

- (a) The Company shall issue, re-issue and issue duplicate share certificates in accordance with the provisions of the Act and in the form and manner prescribed under the Companies (Share Capital and Debentures) Rules, 2014.
- (b) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board.
- (c) The Company shall be entitled to dematerialise its existing shares, rematerialise its shares held in the depository and/or to offer its fresh shares in a dematerialised form pursuant to the Depositories Act, 1996 and the regulations framed there under, if any.
- (d) The provisions of this Article shall *mutatis mutandis* apply to debentures and other securities of the Company.
- (e) When a new share certificate has been issued in pursuance of this Article, it shall be in the form and manner stated under the Companies (Share Capital and Debentures) Rules, 2014.
- (f) All blank forms to be used for issue of share certificates shall be printed and the printing shall be done only on the authority of a resolution of the Board. The blank forms shall be consecutively machine-numbered and the forms and the blocks, engravings, facsimiles and hues relating to the printing of such forms shall be kept in

the custody of the Secretary or of such other person as the Board may authorize for the purpose and the Secretary or the other person aforesaid shall be responsible for rendering an account of these forms to the Board. Every forfeited or surrendered share held in material form shall continue to bear the number by which the same was originally distinguished.

- (g) The Secretary of the Company shall be responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates including the blank forms of the share certificate referred to in sub- article (h) of this Article.
- (h) All books referred to in this Article, shall be preserved in the manner specified in the Companies (Share Capital and Debentures) Rules, 2014.
- (i) The details in relation to any renewal or duplicate share certificates shall be entered into the register of renewed and duplicate share certificates, as prescribed under the Companies (Share Capital and Debentures) Rules, 2014.
- (j) If any of the shares stand in the names of 2 (two) or more Persons, the Person first named in the register of members shall as regards receipt of dividends or bonus, or service of notices and all or any other matters connected with the Company except voting at meetings and the transfer of shares, be deemed the sole holder thereof, but the joint holders of such shares shall be severally as well as jointly liable for the payment of all deposits, instalments and calls due in respect of such Shares, and for all incidents thereof according to these Articles.
- (k) Except as ordered by a court of competent jurisdiction or as may be required by Law, the Company shall be entitled to treat the member whose name appears on the register of members as the holder of such equity shares or whose name appears as the beneficial owner of such equity shares in the records of the depository, as the absolute owner thereof and accordingly shall not be bound to recognise any benami, trust or equity or equitable, contingent or other claim to or interest in such equity shares on the part of any other Person whether or not such member shall have express or implied notice thereof. The Board shall be entitled at their sole discretion to register any equity shares in the joint names of any 2 (two) or more Persons or the survivor or survivors of them. The Company shall not be bound to register more than 3 (three) persons as the joint holders of any share except in the case of executors or trustees of a deceased member.

13. SHARES AT THE DISPOSAL OF THE DIRECTORS

- (a) Subject to the provisions of Section 62 and other applicable provisions of the Act, and these Articles, the shares in the capital of the Company for the time being (including any shares forming part of any increased capital of the Company) shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to Persons in such proportion and on such terms and conditions and either at a premium or at par at such time as they may, from time to time, think fit and with the sanction of the Company in a general meeting to give to any Person or Persons the option or right to call for any shares either at par or premium during such time and for such consideration as the directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the

Company in the general meeting.

- (b) Subject to applicable Law, the directors are hereby authorised to issue equity shares or debentures (whether or not convertible into equity shares) for offer and allotment to such of the officers, employees and workers of the Company as the directors may decide or the trustees of such trust as may be set up for the benefit of the officers, employees and workers in accordance with the terms and conditions of such scheme, plan or proposal as the directors may formulate. Subject to the consent of the stock exchanges and the other concerned regulatory authorities, the directors may impose the condition that the shares in or debentures of the Company so allotted shall not be transferable for a specified period.
- (c) If, by the conditions of allotment of any share, the whole or part of the amount there of shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who, for the time being, shall be the registered holder of the shares or by his executor or administrator.
- (d) Every member, or his heirs, executors, or administrators shall pay to the Company, the portion of the capital represented by his share or shares which may for the time being remain unpaid thereon in such amounts at such time or times and in such manner as the Board shall from time to time in accordance with the Articles require or fix for the payment thereof.
- (e) In accordance with Section 46 and other applicable provisions of the Act and the Rules:
 - (i) Every member or allottee of shares shall be entitled without payment, to receive one or more certificates specifying the name of the Person in whose favour it is issued, the shares to which it relates and the amount paid up thereon. Such certificates shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or its fractional coupon of requisite value, save in cases of issue of share certificates against letters of acceptance or of renunciation, or in cases of issue of bonus shares. Such share certificates shall also be issued in the event of consolidation or sub-division of shares of the Company. Every such certificate shall be issued in the manner prescribed under the applicable provisions of the Act and the Rules framed thereunder. Particulars of every share certificate issued shall be entered in the register of members against the name of the Person, to whom it has been issued, indicating the date of issue. A certificate signed by two directors or by a director and Secretary, specifying the shares held by any Person shall be prima facie evidence of the title of the Person to such shares.
 - (ii) Every member shall be entitled to one or more certificates, in marketable lots, for all the shares of each class or denomination registered in his name, upon paying such fee as the directors may from time to time determine. and the Company shall complete and have ready for delivery such certificates within 2 (two) Months from the date of allotment, or within 1 (one) month of the receipt of instrument of transfer, transmission, sub-division, consolidation or renewal of its shares as the case may be.
 - (iii) The Board may, at their absolute discretion, refuse any applications for the sub-division of share certificates or debenture certificates, into denominations less than marketable lots except where sub-division is required to be made to comply with any statutory provision or an order of a competent court of law or at a request from a member or to convert holding of odd lot into transferable/ marketable lot.
 - (iv) A director may sign a share certificate by affixing his signature thereon by means

of any machine, equipment or other mechanical means, such as engraving in metal or lithography, but not by means of a rubber stamp, provided that the director shall be responsible for the safe custody of such machine, equipment or other material used for the purpose.

14. UNDERWRITING AND BROKERAGE

- (a) Subject to the applicable provisions of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe or procuring or agreeing to procure subscription, (whether absolutely or conditionally), for any shares or debentures in the Company in accordance with the provisions of the Companies (Prospectus and Allotment of Securities) Rules, 2014.
- (b) The Company may also, on any issue of shares or debentures, pay such brokerage as may be lawful.

15. FORFEITURE OF SHARES

- (a) If a member fails to pay any call or instalment of a call on the day appointed for the payment not paid thereof, the Board may during such time as any part of such call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest, which may have accrued. The Board may accept in the name and for the benefit of the Company and upon such terms and conditions as may be agreed upon, the surrender of any share liable to forfeiture and so far as the law permits of any other share.
- (b) On the trial or hearing of any action or suit brought by the Company against any member or his representative to recover any debt or money claimed to be due to the Company in respect of his share, it shall be sufficient to prove that the name of the defendant is or was, when the claim arose, on the register of members of the Company as a holder, or one of the holders of the number of shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the appointment of the directors who made any call nor that a quorum of directors was present at the Board at which any call was made nor that the meeting at which any call was made was duly convened or constituted nor any other matter whatsoever; but the proof of the matters aforesaid shall be conclusive evidence of the debt.
- (c) The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice), on or before which the payment required by the notice is to be made, and shall state that, in the event of non-payment on or before the day appointed, the shares in respect of which the call was made will be liable to be forfeited.
- (d) If the requirements of any such notice as, aforementioned are not complied with, any share in respect of which the notice has been given, may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
- (e) When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture shall not be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

- (f) A forfeited or surrendered share may be sold or otherwise disposed off on such terms and in such manner as the Board may think fit, and at any time before such a sale or disposal, the forfeiture may be cancelled on such terms as the Board may think fit.
- (g) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall, notwithstanding such forfeiture, remain liable to pay and shall forthwith pay the Company all moneys, which at the date of forfeiture is payable by him to the Company in respect of the share, whether such claim be barred by limitation on the date of the forfeiture or not, but his liability shall cease if and when the Company received payment in full of all such moneys due in respect of the shares.
- (h) The forfeiture of a share shall involve in the extinction of all interest in and also of all claims and demands against the Company in respect of the shares and all other rights incidental to the share, except only such of these rights as by these Articles are expressly saved.
- (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
- (j) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
- (k) The transferee shall thereupon be registered as the holder of the share; and the transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
- (l) The provisions of these this Article as to forfeiture shall apply in the case of non□ payment of any sum which by terms of issue of a share, becomes payable at a fixed time, whether, on account of the amount of the share or by way of premium or otherwise as if the same had been payable by virtue of a call duly made and notified.
- (m) Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the directors may cause the purchaser's name to be entered in the register in respect of the shares sold and may issue fresh certificate in the name of such a purchaser. The purchaser shall not be bound to see to the regularity of the proceedings, nor to the application of the purchase money and after his name has been entered in the register in respect of such shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

16. FURTHER ISSUE OF SHARE CAPITAL

- (a) Where at any time, the Company proposes to increase its subscribed capital by the issue of further shares, such shares shall be offered –
 - (i) to persons who, at the date of the offer, are holders of equity shares of the Company in proportion, as nearly as circumstances admit, to the paid up share

capital on those shares by sending a letter of offer subject to the following conditions, namely:□

1. the offer shall be made by notice specifying the number of shares offered and limiting a time not being less than 15 (fifteen) days and not exceeding 30 (thirty) days from the date of the offer within which the offer, if not accepted, shall be deemed to have been declined;
 2. the offer aforesaid shall be deemed to include a right exercisable by the Person concerned to renounce the shares offered to him or any of them in favour of any other Person; and the notice referred to in Article 16(a)(i)(1) above shall contain a statement of this right;
 3. after the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the Person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner which is not dis□advantageous to the Members and the Company;
- (ii) to employees under a scheme of employees' stock option, subject to special resolution passed by the Company and subject to the Rules and such other conditions, as may be prescribed under Law; or
- (iii) to any persons, if it is authorised by a special resolution, whether or not those Persons include the Persons referred to in Article 16(a)(i) or Article 16(a)(ii) above, either for cash or for a consideration other than cash, if the price of such shares is determined by the valuation report of a registered valuer subject to the Rules.
- (b) The notice referred to in sub-article 16(a)(i) shall be dispatched through registered post or speed post or through electronic mode or courier or any other any other mode having proof of delivery, to all the existing Members at least 3 (three) days before the opening of the issue.
- (c) Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option as a term attached to the debentures issued or loan raised by the Company to convert such debentures or loans into shares in the Company:
- Provided that the terms of issue of such debentures or loan containing such an option have been approved before the issue of such debentures or the raising of loan by a special resolution passed by the members of the Company.
- (d) The provisions contained in these Article shall be subject to the applicable provisions of the Act and the Rules made thereunder.

17. TRANSFER AND TRANSMISSION OF SHARES

- (a) The Company shall record in the register of members fairly and distinctly particulars of every transfer or transmission of any share, debenture or other security held in a material form.
- (b) In accordance with the applicable provisions of the Act, the Rules and such other conditions as may be prescribed under Law, every instrument of transfer of shares held in physical form shall be in writing. In case of transfer of shares where the Company has not issued any certificates and where the shares are held in

dematerialized form, the provisions of the Depositories Act, 1996 shall apply.

- (c) An application for the registration of a transfer of the shares in the Company may be made either by the transferor or the transferee within the time frame prescribed under the Act.
- (d) Where the application is made by the transferor and relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee in the manner prescribed under the Act and the transferee communicates no objection to the transfer within 2 (two) weeks from the receipt of the notice.
- (e) Every such instrument of transfer shall be executed by both, the transferor and the transferee and attested and the transferor shall be deemed to remain the holder of such share until the name of the transferee shall have been entered in the Register of Members in respect thereof.
- (f) Subject to the provisions of the Act, a person entitled to a share by transmission shall, subject to the right of the Board to retain such dividends be entitled to receive, and may give a discharge for any dividends or other moneys payable in respect of the shares.
- (g) The Board shall have power on giving not less than 7 (seven) days' previous notice or such lesser period as may be specified by Securities and Exchange Board of India, by advertisement in a vernacular newspaper and in an English newspaper having wide circulation in the city, town or village in which the registered office of the Company is situated and by publishing a notice on the website of the Company, to close the transfer books, the register of members and/or register of debenture-holders at such time or times and for such period or periods, not exceeding 30 (thirty) days at a time and not exceeding in the aggregate 45 (forty-five) days in each year, as it may deem expedient.
- (h) Subject to the applicable provisions of the Act, these Articles and other applicable provisions of the Act or any other Law for the time being in force, the Board may, refuse to register the transfer of, or the transmission by operation of law of the right to, any securities or interest of a Member in the Company. The Company shall, within 30 (thirty) days from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company, send a notice of refusal to the transferee and transferor or to the person giving notice of such transmission, as the case may be, giving reasons for such refusal.

Provided that, registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other Person or Persons indebted to the Company on any account whatsoever except where the Company has a lien on shares.

- (i) Subject to the applicable provisions of the Act and these Articles, the directors shall have the absolute and uncontrolled discretion to refuse to register a Person entitled by transfer / transmission to any shares or his nominee as if he were the transferee named in any ordinary transfer presented for registration, and shall not be bound to give any reason for such refusal and in particular may also decline in respect of shares upon which the Company has a lien.
- (j) Subject to the provisions of these Articles, any transfer of shares in whatever lot should not be refused, though there would be no objection to the Company refusing to split a share certificate into several scripts of any small denominations or, to consider a proposal for transfer of shares comprised in a share certificate to several Members, involving such splitting, if on the face of it such splitting/transfer

appears to be unreasonable or without a genuine need. The Company should not, therefore, refuse transfer of shares in violation of the listing requirements of the relevant stock exchanges on the ground that the number of shares to be transferred is less than any specified number.

- (k) In case of the death of any one or more members named in the register of members as the joint-holders of any shares, the survivors shall be the only member(s) recognized by the Company as having any title to or interest in such shares, but nothing therein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other Person.
- (l) The executors or administrators or holder of the succession certificate or the legal representatives of a deceased member, (not being one of two or more joint-holders) or his nominee(s), shall be the only members recognized by the Company as having any title to the shares registered in the name of such member, and the Company shall not be bound to recognize such executors or administrators or the legal representatives unless such executors or administrators or legal representatives shall have first obtained probate or letters of administration or succession certificate, as the case may be, from a duly constituted court in India, provided that the Board may in its absolute discretion dispense with production of probate or letters of administration or succession certificate, upon such terms as to indemnity or otherwise as the Board may in its absolute discretion deem fit and may register the name of any Person who claims to be absolutely entitled to the shares standing in the name of a deceased member, as a member.
- (m) Subject to the provisions of these Articles and the Act, any Person becoming entitled to shares in consequence of the death, lunacy, bankruptcy of any member or members, or by any lawful means other than by a transfer in accordance with these Articles, may with the consent of the Board, (which it shall not be under any obligation to give), upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as the Board thinks sufficient, either be registered himself as the holder of the shares or elect to have some Person nominated by him and approved by the Board, registered as such holder; provided nevertheless, that if such Person shall elect to have his nominee registered, he shall testify the election by executing in favour of his nominee an instrument of transfer in accordance with the provisions herein contained and until he does so, he shall not be freed from any liability in respect of the shares.
- (n) A Person becoming entitled to a share by reason of the death or insolvency of a Member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the shares, except that he shall not, before being registered as a Member in respect of the shares, be entitled to exercise any right conferred by membership in relation to meetings of the Company.

Provided that the directors shall, at any time, give notice requiring any such Person to elect either to register himself or to transfer the shares, and if such notice is not complied with within 90 (ninety) days, the directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the shares until the requirements of the notice have been complied with.

- (o) Where any instrument of transfer of shares has been received by the Company for registration and the transfer of such shares has not been registered by the Company for any reason whatsoever, the Company shall transfer the dividends in relation to such shares to a unpaid dividend account unless the Company is authorized by the registered holder of such shares, in writing, to pay such dividends to the transferee and will keep in abeyance any offer of right shares and/or bonus shares in relation to such shares.

- (p) In case of transfer and transmission of shares or other securities where the Company has not issued any certificates and where such shares or securities are being held in any electronic and fungible form in a depository, the provisions of the depositories Act shall apply.
- (q) Before the registration of a transfer, the certificate or certificates of the share or shares to be transferred must be delivered to the Company along with a properly stamped and executed instrument of transfer in accordance with the applicable provisions of the Act.
- (r) No fee shall be payable to the Company, in respect of the registration of transfer or transmission of shares, or for registration of any power of attorney, probate, letters of administration or other similar documents.
- (s) The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof, (as shown or appearing in the register of members), to the prejudice of a Person or Persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had any notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred thereto, in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice, and give effect thereto if the Board shall so think fit.
- (t) The provision of this Articles shall be subject to the applicable provisions of the Act, the Rules and any requirements of Law. Such provisions shall *mutatis mutandis* apply to the transfer or transmission by operation of Law to other securities of the Company.

18. DEMATERIALIZATION OF SECURITIES

- (a) Subject to the provisions of the Act and the Rules made thereunder the Company may offer its members, facility to hold securities issued by it in dematerialized form and will offer the securities for subscription in dematerialized form.
- (b) Notwithstanding anything contained in these Articles, the Company shall be entitled to treat the person whose name appear in the register of members as a holder of any share or whose names appear as beneficial owners of the shares in the record of the Depository, as the absolute owner thereof and accordingly shall not (except as ordered by the court of competent jurisdiction or as required by the law) be bound to recognise any benami trust or equity or equitable contingent or other claim to or interest in such share on the part of any other person whether or not it shall have express or implied notice thereof.

19. NOMINATION BY HOLDERS OF SECURITIES

- (a) Every holder of securities of the Company may, at any time, nominate, in the manner prescribed under the Companies (Share Capital and Debentures) Rules, 2014, any Person as his nominee in whom the securities of the Company held by him shall vest in the event of his death.
- (b) Where the securities of the Company are held by more than one Person jointly, the

joint holders may together nominate, in the manner prescribed under the Companies (Share Capital and Debentures) Rules, 2014, any Person as their nominee in whom all the rights in the securities of the Company shall vest in the event of death of all the joint holders.

- (c) Notwithstanding anything contained in any other Law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of the securities of the Company, where a nomination made in the manner prescribed under the Companies (Share Capital and Debentures) Rules, 2014, purports to confer on any Person the right to vest the securities of the Company, the nominee shall, on the death of the holder of securities of the Company or, as the case may be, on the death of the joint holders become entitled to all the rights in securities of the holder or, as the case may be, of all the joint holders, in relation to such securities of the Company to the exclusion of all other Persons, unless the nomination is varied or cancelled in the prescribed manner under the Companies (Share Capital and Debentures) Rules, 2014.
- (d) Where the nominee is a minor, the holder of the concerned securities, can in prescribed manner under the Companies (Share Capital and Debentures) Rules, 2014, nominate any Person to become entitled to the securities of the Company in the event of his death, during the minority.
- (e) The transmission of securities of the Company by the holders of such securities and transfer in case of nomination shall be subject to and in accordance with the provisions of the Companies (Share Capital and Debentures) Rules, 2014.
- (f) Subject to the applicable provisions of the Act and these Articles, any person becoming entitled to securities in consequence of the death, lunacy, bankruptcy or insolvency of any holder of securities, or by any lawful means other than by a transfer in accordance with these Articles, may, with the consent of the Board (which it shall not be under any obligation to give), upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of such title as the Board thinks sufficient, either register himself as the holder of the securities or elect to have some Person nominated by him and approved by the Board registered as such holder; provided nevertheless that, if such Person shall elect to have his nominee registered, he shall testify the election by executing in favour of his nominee an instrument of transfer in accordance with the provisions herein contained and until he does so, he shall not be freed from any liability in respect of the securities.

20. COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS

A copy of the Memorandum and Articles of Association of the Company and other documents referred to in Section 17 of the Act shall be sent by the Company to every member at his request on payment of such fee as may be determined by the Board. The fees can be waived off by the Company.

21. BORROWING POWERS

- (a) Subject to the provisions of the Act and these Articles, the Board may from time to time at its discretion, by a resolution passed at the meeting of the Board generally raise or borrow money by way of deposits, loans, overdrafts, cash creditor, by issue of bonds, debenture and debenture-stock (perpetual or otherwise) or in any other manner, or from any person, firm, company, co-operative society, any body corporate, bank, institution, whether incorporated in India or abroad, Government or any authority or any other body for the purpose of the Company and may secure the

payment of any sums of money so received, raised or borrowed;

Provided, that where the money to be borrowed together with the money already borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the paid-up capital of the Company and its free reserves (not being reserves set apart for any specific purpose), the Board shall not borrow such money without the consent of the Company by way of a special resolution in a general meeting.

- (b) Subject to the provisions of these Articles, the payment or repayment of money borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the resolution of the Board (not by circular resolution) shall prescribe including by the issue of bonds, perpetual or redeemable debentures or debenture-stock, or any mortgage, charge, hypothecation, pledge, lien or other security on the undertaking of the whole or any part of the property of the Company (including its uncalled Capital), both present and future and debentures and other securities may be assignable free from any equities between the Company and the Person to whom the same may be issued.
- (c) Subject to the applicable provisions of the Act and these Articles, any bonds, debentures, debenture-stock or other securities may if permissible in Law be issued at a discount, premium or otherwise by the Company and shall with the consent of the Board be issued upon such terms and conditions and in such manner and for such consideration as the Board shall consider to be for the benefit of the Company, and on the condition that they or any part of them may be convertible into equity shares of any denomination, and with any privileges and conditions as to the redemption, surrender, allotment of shares, appointment of directors or otherwise. Provided that debentures with rights to allotment of or conversion into equity shares shall not be issued except with, the sanction of the Company in a general meeting accorded by a special resolution.
- (d) The Board shall cause a proper register to be kept in accordance with the provisions of Section 85 of the Act of all mortgages and charges specifically affecting the property of the Company; and shall cause the requirements of the relevant provisions of the Act in that behalf to be duly complied with within the time prescribed under the Act or such extensions thereof as may be permitted under the Act, as the case may be, so far as they are required to be complied with by the Board. Company shall have the power to keep in any State or Country outside India a branch register of debenture holders resident in that State or Country.
- (e) Any capital required by the Company for its working capital and other capital funding requirements may be obtained in such form as decided by the Board from time to time.
- (f) The Company shall also comply with the provisions of the Companies (Registration of Charges) Rules, 2014 in relation to the creation and registration of aforesaid charges by the Company.

22. SHARE WARRANTS

- (a) The Company may issue share warrants subject to, and in accordance with the provisions of the Act, and accordingly the Board may in its discretion, with respect to any share which is fully paid-up on application in writing signed by the persons registered as holder of the share, and authenticated, by such evidence (if any) as the Board may, from time to time, require as to the identity of the person signing the application, and on receiving the certificate (if any) of the share, and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require, issue a share warrant.

(b) Deposit of share warrant

- (i) The bearer of a share warrant may at any time deposit the warrant at the office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company, and of attending, and voting and exercising the other privileges of a Member at any meeting held after the expiry of two clear days from the time of deposit as if his name were inserted in the register of members as the holder of the share included in the deposited warrant.
- (ii) Not more than one person shall be recognised as depositor of the share warrant.
- (iii) The Company shall, on two days' written notice, return the deposited share warrant to the depositor.

(c) Privileges and disabilities of the holders of share warrant

- (i) Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant sign a requisition for calling a meeting of the Company, or attend or vote or exercise any other privileges of a Member at a meeting of the Company, or be entitled to receive any notices from the Company.
- (ii) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he was named in the register of members as the holder of the share included in the warrant, and shall be a member of the Company.

(d) Issue of new Share Warrant or Coupon

The Board may, from time to time, make rules as to the terms on which (if it shall think fit) a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruct.

23. CONVERSION OF SHARES INTO STOCK AND RECONVERSION

- (a) The Company may, by ordinary resolution, convert all or any fully paid share(s) of any denomination into stock and *vice versa*.
- (b) The holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations, under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit; provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
- (c) The holders of the stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters, as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and its assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
- (d) Such of the regulations contained in these presents, other than those relating to share warrants as are applicable to paid-up shares shall apply to stock and the words shares and member in these presents shall include stock and stockholder respectively.

24. CAPITALISATION OF PROFITS

- (a) The Company in General Meeting may, upon the recommendation of the Board, resolve:
 - (i) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the Company's profit and loss account or otherwise, as available for distribution, and
 - (ii) that such sum be accordingly set free from distribution in the manner specified herein below in sub-article (c) as amongst the Members who would have been entitled thereto, if distributed by way of Dividends and in the same proportions.
- (b) The sum aforesaid shall not be paid in cash but shall be applied either in or towards:
 - (i) paying up any amounts for the time being unpaid on any shares held by such Members respectively;
 - (ii) paying up in full, un-issued shares of the Company to be allotted, distributed and credited as fully Paid up, to and amongst such Members in the proportions aforesaid; or
 - (iii) partly in the way specified in sub-article (i) and partly in the way specified in sub-article (ii).
- (c) A securities premium account may be applied as per Section 52 of the Act, and a capital redemption reserve account may, duly be applied in paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares.

25. NOTICE OF GENERAL MEETINGS

- (a) Pursuant to the applicable provisions of the Act, a general meeting of the Company may be called by giving not less than 21 (twenty one) days notice in writing or in electronic mode. However, a general meeting may be called after giving shorter notice if consent is given in writing or by electronic mode by not less than 95 (ninety five) percent of the Members entitled to vote at that meeting.
- (b) The notice of every meeting shall be given to:
 - (i) every member, legal representative of any deceased member or the assignee of an insolvent member of the Company,
 - (ii) auditor(s) of the Company, and
 - (iii) all the directors.

The accidental omission to give any such notice as aforesaid to any of the members, or the non-receipt thereof, shall not invalidate any resolution passed at any such meeting.

- (c) Notice of every meeting of the Company shall specify the place, date, day and hour of the meeting, and shall contain a statement of the business to be transacted thereat shall be given in the manner prescribed under the Act.
- (d) Every notice may be served by the Company on any Member either personally or by sending it by post to their/its registered address in India and if there be no registered address in India, to the address supplied by the Member to the Company for giving the notice to the Member.

- (e) Subject to the applicable provisions of the Act, where any items of business to be transacted at the meeting are deemed to be special, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each item of business including any particular nature of the concern or interest if any therein of every Director or manager (as defined under the provisions of the Act), if any or key managerial personnel (as defined under the provisions of the Act) or the relatives of any of the aforesaid and where any item of special business relates to or affects any other company, the extent of shareholding interest in that other company of every Director or manager (as defined under the provisions of the Act), if any or key managerial personnel (as defined under the provisions of the Act) or the relatives of any of the aforesaid of the first mentioned company shall also be set out in the statement if the extent of such interest is not less than 2 per cent of the paid up share capital of that other company. All business transacted at any meeting of the Company shall be deemed to be special and all business transacted at the Annual General Meeting of the Company with the exception of the business specified in Section 102 of the Act shall be deemed to be special.
- (f) With regard to resolutions in respect of which special notice is required to be given by the Act, a special notice shall be given as required by applicable provisions of the Act.
- (g) When a meeting is adjourned for 30 (thirty) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting in accordance with the applicable provisions of the Act.
- (h) Save as aforesaid, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- (i) The notice of the general meeting shall comply with the provisions of Companies (Management and Administration) Rules, 2014.

26. REQUISITION OF EXTRAORDINARY GENERAL MEETING

- (a) The Board may, whenever it thinks fit, call an extraordinary general meeting and it shall do so upon a requisition received from such number of members who hold, on the date of receipt of the requisition, not less than one-tenth of such of the paid up share capital of the Company as on that date carries the right of voting and such meeting shall be held at the registered office or at such place and at such time as the Board thinks fit.
- (b) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.
- (c) Any valid requisition so made by members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and be deposited at the Registered Office; provided that such requisition may consist of several documents in like form each signed by one or more requisitionists.
- (d) Upon the receipt of any such valid requisition, the Board shall forthwith call an extraordinary general meeting and if they do not proceed within 21 (twenty-one) days from the date of the requisition being deposited at the Office to cause a meeting to be called on a day not later than 45 (forty-five) days from the date of deposit of the requisition, the requisitionists or such of their number as represent either a

majority in value of the paid up share capital held by all of them or not less than one-tenth of such of the paid up share capital of the Company as is referred to in Section 100 of the Act, whichever is less, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of the delivery of the requisition as aforesaid.

- (e) Any meeting called by the requisitionists under this Article, shall be called in the same manner, as nearly as possible, as that in which a meeting is to be called by the Board.
- (f) The accidental omission to give any such notice as aforesaid to any of the Members, or the non-receipt thereof, shall not invalidate any resolution passed at any such meeting.
- (g) No business shall be discussed or transacted at any general meeting, which has not been mentioned in the notice or notices calling the general meeting.
- (h) The extraordinary general meeting called under this Article shall be subject to the provisions contained under the Companies (Management and Administration) Rules, 2014.

27. PROCEEDINGS OF GENERAL MEETINGS

- (a) The chairman of the Board shall be entitled to take the chair at every general meeting. If there be no such chairman of the Board or if at any meeting he is not present within fifteen minutes of the time appointed for holding such meeting or if he is unable to or is unwilling to take the chair, then the directors present shall elect one of them as the chairman for the meeting. If all the directors present decline to take the chair, then the members present shall elect one of among them to be the chairman of the meeting. No business shall be discussed at any general meeting except the election of a chairman while the chair is vacant.
- (b) The chairman may, with the consent given in the meeting at which a quorum is present (and if so directed by the meeting) adjourn the general meeting from time to time and from place to place within the city, town or village in which the registered office of the Company is situated but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) At any general meeting, a resolution put to the vote of the general meeting shall, unless a poll is demanded or voting is carried out electronically, be decided by a show of hands. Before or on the declaration of the result of the voting on any resolution by a show of hands, a poll may be carried out in accordance with the applicable provisions of the Act or the voting is carried out electronically. Unless a poll is demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minute book of the company shall be conclusive evidence of the fact, of passing of such resolution or otherwise.
- (d) In the case of equal votes, the chairman shall both on a show of hands and at a poll, (if any), have a casting vote in addition to the vote or votes to which he may be entitled as a member.
- (e) If a poll is demanded as aforesaid, the same shall subject to anything stated in these Articles be taken at such time, (not later than forty-eight hours from the time when the demand was made), and place within the city, town or village in which the office of the company is situate by ballot or by postal ballot, as the chairman shall direct and either at once or after an interval or adjournment, or otherwise and the result of the

poll shall be deemed to be the decision of the meeting at which the poll was demanded. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll. The demand for a poll may be withdrawn at any time by the Person or Persons who made the demand.

- (f) Where a poll is to be taken, the chairman of the meeting shall appoint two scrutinizers to scrutinize the votes given on the poll and to report thereon to him. One of the scrutinizers so appointed shall always be a member, (not being an officer or employee of the company), present at the meeting provided such a member is available and willing to be appointed. The chairman shall have power at any time before the result of the poll is declared, to remove a scrutinizer from office and fill vacancies in the office of scrutinizer arising from such removal or from any other cause.
- (g) Any poll duly demanded on the election of a chairman of a meeting or any question of adjournment, shall be taken at the meeting forthwith. A poll demanded on any other question shall be taken at such time not later than 48 hours from the time of demand, as the chairman of the meeting directs.
- (h) The demand for a poll except on the question of the election of the chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
- (i) The members will not prevent the taking of any action by the Company or act contrary to or with the intent to evade or defeat the terms as contained in these Articles.
- (j) The Company shall cause minutes of the proceedings of every general meeting to be kept by making within 30 (thirty) days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.
- (k) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the chairman of the same meeting within the aforesaid period of 30 (thirty) days or in the event of the death or inability of that chairman within that period, by a Director duly authorised by the Board for that purpose.
- (l) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
- (m) All appointment of directors of the Company made at any meeting aforesaid shall be included in the minutes of the meeting.
- (n) Nothing herein contained shall require or be deemed to require the inclusion in any such Minutes of any matter which in the opinion of the chairman of the meeting (i) is or could reasonably be regarded as, defamatory of any person, or (ii) is irrelevant or immaterial to the proceedings, or (iii) is detrimental to the interests of the Company. The chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the Minutes on the aforesaid grounds.
- (o) Any such Minutes shall be evidence of the proceedings recorded therein.
- (p) The book containing the Minutes of proceedings of General Meetings shall be kept at the Office of the Company and shall be open, during business hours, for such periods not being less in the aggregate than two hours in each day as the Board determines, for the inspection of any Member without charge.
- (q) The Company shall cause minutes to be duly entered in books provided for the

purpose of: -

- (i) the names of the Directors and Alternate Directors present at each General Meeting;
- (ii) all Resolutions and proceedings of General Meeting.
- (r) All matters arising at a general meeting of the Company, other than as specified in the Act or these Articles if any, shall be decided by a majority vote.
- (s) Any corporation which is a member of the Company may, by resolution of the Board or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company and the said person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could have exercised if it were an individual Member in the Company (including the right to vote by proxy).
- (t) The Company shall also provide e-voting facility to the Members of the Company in terms of the provisions of the Companies (Management and Administration) Rules, 2014, or any other Law, as applicable to the Company.

28. PASSING OF RESOLUTIONS BY POSTAL BALLOT

- (a) Notwithstanding any of the provisions of these Articles, the Company may, and in case of resolutions relating to such business as notified under the Companies (Management and Administration) Rules, 2014, as amended, or other Law required to be passed by postal ballot, shall get any resolution passed by means of a postal ballot, instead of transacting the business in a general meeting of the Company. Also, the Company may, in respect of any item of business other than ordinary business and any business in respect of which directors or auditors have a right to be heard at any meeting, transact the same by way of postal ballot.
- (b) Where the Company decides to pass any resolution by resorting to postal ballot, it shall follow the procedures as prescribed under the Act and the Rules, as amended from time to time.

29. VOTING RIGHTS

- (a) No members shall be entitled to vote either personally or by proxy at any General Meeting or meeting of a class of Members either upon a show of hands or upon a poll in respect of any shares registered in his name on which calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised any right of lien.
- (b) Subject to the provisions of these Articles, without prejudice to any special privilege or restrictions as to voting for the time being attached to any class of shares for the time being forming a part of the capital of the Company, every member not disqualified by the last preceding Article, shall be entitled to be present, and to speak and vote at such meeting, and on a show of hands, every member present in person shall have one vote and upon a poll, the voting right of such member present, either in person or by proxy, shall be in proportion to his share of the paid up share capital of the Company held alone or jointly with any other Person or Persons.

Provided however, if any members holding preference shares are present at any meeting of the Company, save as provided in the Act, the member shall have a right to vote only on resolutions placed before the meeting, which directly affect the rights attached to his preference shares.

- (c) On a poll taken at a meeting of the Company, a member entitled to more than one vote, or his proxy, or any other Person entitled to vote for him (as the case may be), need not, if he votes, use or cast all his votes in the same way.
- (d) A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor his vote in respect of his Share(s) shall be exercised by his guardian(s), who may be selected (in case of dispute) by the Chairman of the meeting.
- (e) If there be joint registered holders of any shares, any one of such Persons may vote at any meeting or may appoint another Person, (whether a member or not) as his proxy in respect of such shares, as if he were solely entitled thereto; but the proxy so appointed shall not have any right to speak at the meeting and if more than one of such joint holders be present at any meeting, then one of the said Persons so present whose name stands higher in the register of members shall alone be entitled to speak and to vote in respect of such shares, but the other joint holders shall be entitled to be present at the meeting. Executors or administrators of a deceased member in whose name shares stand shall for the purpose of these Articles be deemed joint holders thereof.
- (f) Subject to the provision of these Articles, votes may be given personally or by an attorney or by proxy. A body corporate, whether or not a company within the meaning of the Act, being a member may vote either by a proxy or by a representative duly authorised in accordance with Section 113 of the Act and such representative shall be entitled to exercise the same rights and powers, (including the right to vote by proxy), on behalf of the body corporate which he represents as that body could have exercised if it were an individual member.
- (g) Any Person entitled to transfer any shares of the Company may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall satisfy the Board of his right to such shares and give such indemnity (if any) as the Board may require unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.
- (h) Every proxy, (whether a member or not), shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a corporation under the seal of such corporation, if any, or be signed by an officer or an attorney duly authorised by it, and any committee or guardian may appoint proxy. The proxy so appointed shall not have any right to speak at a meeting.
- (i) An instrument of proxy may appoint a proxy either for (i) the purposes of a particular meeting (as specified in the instrument) or (ii) for any adjournment thereof or (iii) it may appoint a proxy for the purposes of every meeting of the Company, or (iv) of every meeting to be held before a date specified in the instrument for every adjournment of any such meeting.
- (j) A Member present by proxy shall be entitled to vote only on a poll.
- (k) Every instrument of proxy whether for a specified meeting or otherwise should, as far as circumstances admit, be in any of the forms set out under applicable provisions of the Act and the Rules.
- (l) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy or of

any power of attorney under which such proxy was signed, or the transfer of the Share in respect of which the vote is given, provided that no intimation in writing of the death, revocation or transfer shall have been received at the registered office before the meeting.

- (m) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.
- (n) The chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The chairman present at the time of taking a poll shall be the sole judge of the validity of every vote tendered at such poll.

30. PROXY

- (a) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
- (b) An instrument appointing a proxy shall be in the form as prescribed in the Rules.
- (c) A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given, Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

31. DIRECTORS

- (a) Subject to the applicable provisions of the Act, the number of directors of the Company shall not be less than 3 (three) and not more than 15 (fifteen). However, the Company may at any time appoint more than 15 (fifteen) directors after passing special resolution at a general meeting.
- (b) Subject to Article 31(a) and the applicable provisions of the Act, the Company may increase or reduce the number of directors.
- (c) The Company may, and subject to the applicable provisions of the Act, remove any director before the expiration of his period of office and appoint another director.
- (d) The Investor shall have the right to nominate for appointment one (1) director (the “**Investor Director**”) to the Board of Directors of the Company, as long as the Investor’s direct and indirect shareholding in the Company on a fully diluted basis (assuming that the CCDs are converted into equity shares) exceeds or is equal to 5%.

Till such time as the Investor Director is a director of the Company, the Company shall procure and maintain directors and officers liability insurance cover from a reputed insurance company, in form and substance satisfactory to Investor.

- (e) Alternate Director(s): Subject to applicable provisions of the Act, the Board shall be entitled to nominate an alternate director to act for a director of the Company during such director's absence for a period of not less than 3 (three) months from India. The Board may appoint such a person as an Alternate Director to act for a director (hereinafter called "the Original Director") (subject to such person being acceptable to the Chairman) during the Original Director's absence. An Alternate Director appointed under this Article shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to India. If the term of the office of the Original Director is determined before he so returns to India, any provisions in the Act or in these Articles for automatic re-appointment shall apply to the Original Director and not to the Alternate Director.
- (f) Casual Vacancy and Additional Director(s): Subject to the applicable provisions of the Act and these Articles, the Board shall have the power at any time and from time to time to appoint any qualified Person to be a director either as an addition to the Board or to fill a casual vacancy but so that the total number of directors shall not at any time exceed the maximum number fixed under this Article. Any Person so appointed shall hold office only up to the earlier of the date of the next annual general meeting or at the last date on which the annual general meeting should have been held but shall be eligible for appointment by the Company as a director at that meeting subject to the applicable provisions of the Act.
- (g) Continuing Director(s): The Continuing Directors may act notwithstanding any vacancy in the Board, but if, and so long as their number is reduced below the minimum number fixed under this Article, the Continuing Directors not being less than two may act for the purpose of increasing the number of directors to that number, or for summoning a General Meeting, but for no other purpose.
- (h) Debenture Director(s): If it is provided by a trust deed, securing or otherwise, in connection with any issue of debentures of the Company, that any Person/lender or Persons/lenders shall have power to nominate a director of the Company, then in the case of any and every such issue of debentures, the Person/lender or Persons/lenders having such power may exercise such power from time to time and appoint a director accordingly. Any director so appointed is herein referred to a debenture director. A debenture director may be removed from office at any time by the Person/lender or Persons/lenders in whom for the time being is vested the power under which he was appointed and another director may be appointed in his place. A debenture director shall not be bound to hold any qualification shares and shall not be liable to retire by rotation or be removed by the Company, but shall automatically cease and vacate office as a director if and when the debentures are fully discharged.
- (i) Independent Director(s): The Company shall have such number of Independent Directors on the Board of the Company, as may be required in terms of the provisions of Section 149 of the Act and the Companies (Appointment and Qualification of Directors) Rules, 2014 or any other Law, as may be applicable.
- (j) Nominee Director(s):

If at any time the Company obtains any loan or any assistance in connection there with by way of guarantee or otherwise from any person, firm, body corporate, local authority or public body (hereinafter called "the institution") or if at any time the Company issues any shares or debentures and enters into any contract or

arrangement with the institution, whereby the institution subscribes for or underwrites the issue of the Company's shares or debentures or provides any assistance to the Company in any manner and it is a term of the relative loan, assistance, contract or agreement that the institution shall have the right to appoint one or more directors to the Board, subject to the applicable provisions of the Act and the terms and conditions of such loan, assistance, contract or arrangement, the institution shall be entitled to appoint one or more director or directors, as the case may be, to the Board and to remove from office any director so appointed and to appoint another in his place or in the place of the director so appointed who resigns or otherwise vacates his office. Any such appointment or removal shall be made in writing and shall be served at the registered office. The director or directors so appointed shall not be liable to retire by rotation and shall continue in the office for so long as the relative loan, assistance, contract or arrangement, as the case may be, subsists.

- (k) Woman Director(s): The Company shall have such number of woman director(s) on the Board of the Company, as may be required in terms of the provisions of the Act and the Rules or any other Law, as may be applicable.
- (l) A director shall not be required to hold any qualification shares of the Company.
- (m) At the annual general meeting of the Company to be held in every year, one third of such of the directors as are liable to retire by rotation for time being (excluding independent directors), or, if their number is not three or a multiple of three then the number nearest to one third shall retire from office and they will be eligible for re-election.
- (n) The directors to retire by rotation shall be those who have been longest in office since their last appointment but as between persons who become directors on the same day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot.
- (o) Subject to Article 31(c) and applicable provisions of the Act and Law, Mr. Kishore Biyani will be a permanent director of the Company. Mr. Kishore Biyani will not be liable to retire by rotation notwithstanding anything to the contrary contained in any other clause in the Articles of Association.

32. CHAIRMAN

- (a) The members of the Board shall elect any one of them as the chairman of the Board. The chairman shall preside at all meetings of the Board and the general meeting of the Company.
- (b) If for any reason the chairman is not present at the meeting or is unwilling to act as chairman, the members of the Board shall appoint any one of the remaining directors as the chairman of such meeting.

33. REMUNERATION OF DIRECTORS

- a. Subject to the applicable provisions of the Act, the Rules and Law, a managing director or managing directors, and any other director(s) who is or are in the whole time employment of the Company may be paid remuneration either by a way of monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other, subject to the limits prescribed under the

Act.

- b. Subject to the applicable provisions of the Act, a director (other than a managing director or an executive director) may receive sitting fees not exceeding such sum as may be prescribed by the Act or the central government from time to time for each meeting of the Board or any committee thereof attended by him.
- c. The remuneration payable to each director for every meeting of the Board or Committee of the Board attended by them shall be such sum as may be determined by the Board from time to time within the maximum limits prescribed from time to time in the Act.
- d. All fees/compensation to be paid to non-executive directors including independent directors shall be as fixed by the Board subject to applicable provisions of the Act, the Rules thereunder and of these Articles. Notwithstanding anything contained in this Article, the independent directors shall not be eligible to receive any stock options.

34. SPECIAL REMUNERATION FOR EXTRA SERVICES RENDERED BY A DIRECTOR

If any director be called upon to perform extra services or special exertions or efforts (which expression shall include work done by a director as a member of any Committee formed by the directors), the Board may arrange with such director for such special remuneration for such extra services or special exertions or efforts either by a fixed sum or otherwise as may be determined by the Board. Such remuneration may either be in addition, to or in substitution for his remuneration otherwise provided, subject to the applicable provisions of the Act.

35. DISQUALIFICATION AND VACATION OF OFFICE BY A DIRECTOR

- (a) A person shall not be eligible for appointment as a director of the Company if he incurs any of the disqualifications as set out in Section 164 and other relevant provisions of the Act. Further, on and after being appointed as a director, the office of a director shall *ipso facto* be vacated on the occurrence of any of the circumstances under Section 167 and other relevant provisions of the Act.
- (b) Subject to the applicable provisions of the Act, the resignation of a director shall take effect from the date on which the notice is received by the company or the date, if any, specified by the director in the notice, whichever is later.

36. PROCEDURE IN CASE OF VACANCY OF RETIRING DIRECTORS

- (a) If the vacancy of a director retiring by rotation is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a national holiday, till the next succeeding day which is not a national holiday, at the same time and place.
- (b) If at the adjourned meeting also, the place of the director retiring by rotation is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the director retiring by rotation shall be deemed to have been reappointed at the adjourned meeting, unless:
 - (i) at that meeting or at the previous meeting a resolution for the reappointment of such director has been put to the meeting and lost;

- (ii) Director retiring by rotation has, by a notice in writing addressed to the Company or its Board , expressed his unwillingness to be so reappointed;
- (iii) he is not qualified or is disqualified for appointment;
- (iv) a resolution whether special or ordinary is required for the appointment or reappointment by virtue of any applicable provisions of the Act.
- (v) Section 162 of the Act is applicable to the case.

37. MANAGING DIRECTOR(S), WHOLE TIME DIRECTOR(S), EXECUTIVE DIRECTOR(S) AND MANAGER

- (a) Subject to the applicable provisions of the Act and of these Articles, the Board shall have the power to appoint from time to time any full time employee of the Company as managing director/ whole time director or executive director or manager of the Company. The managing director(s) or the whole time director(s) manager or executive director(s), as the case may be, so appointed, shall be responsible for and in charge of the day to day management and affairs of the company and subject to the applicable provisions of the Act and these Articles, the Board shall vest in such managing director(s) or the whole time director(s) or manager or executive director(s), as the case may be, all the powers vested in the Board generally. The remuneration of a managing director, whole time director or executive director or manager, subject to applicable provisions of the Act and that of these Articles and of any contract between the managing director, whole time director or executive director or manager and the Company may be by way of fixed salary, and/or perquisites or commission or profits of the Company or by participation in such profits, or by any or all these modes or any other mode not expressly prohibited by the Act.
- (b) Subject to the superintendence, control and direction of the Board, the day to day management of the Company shall be in the hands of the managing director(s), whole time director(s), executive director(s) and/or manager. In the manner as deemed fit by the Board and subject to the applicable provisions of the Act, and these Articles, the Board may by resolution vest in any such managing director(s), whole time director(s), executive director(s) and/or manager with such of the powers hereby vested in the Board generally as it thinks fit and such powers may be made exercisable for such period or periods and upon such conditions and subject to the applicable provisions of the Act, and these Articles confer such power either collaterally with or to the exclusion of or in substitution for all or any of the directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

38. POWERS OF THE BOARD

- (a) The Board is vested with the entire management and control of the Company and shall be entitled to exercise all such powers and to do all such acts and things as prescribed under the Act.
- (b) The Board shall exercise the following powers on behalf of the Company and the said powers shall be exercised only by resolutions passed at the meeting of the Board: -

- (i) to make calls on Members in respect of money unpaid on their shares;
 - (ii) to authorise buy back of securities under Section 68 of the Act;
 - (iii) to issue securities, including debentures, whether in or outside India;
 - (iv) to borrow money(ies);
 - (v) to invest the funds of the Company;
 - (vi) to grant loans or give guarantee or provide security in respect of loans;
 - (vii) any other matter which may be prescribed under the Act and the Rules framed thereunder and provisions of other applicable laws, to be exercised by the Board only by resolutions passed at the meeting of the Board.
- (c) The Board may, by a resolution passed at a meeting, delegate to any committee of directors, the managing director, or to any person permitted by Law the powers specified in sub clauses (iv) to (vii) above. In respect of dealings between the Company and its bankers, the exercise of the powers by the Board specified in clause (iv) shall mean the arrangement made by the Company with its bankers for the borrowing of money by way of overdraft or cash credit or otherwise and not the actual day to day operation on overdraft, cash credit or other accounts by means of which the arrangement so made is actually availed of.
- (d) The aforesaid powers shall be exercised in accordance with the provisions of the Companies (Meetings of Board and its Powers) Rules, 2014 and shall be subject to the restrictions on the powers of the Board under Section 180 of the Act.
- (e) The Board may contribute to *bona fide* charitable and other funds, provided that prior permission of the Company in a general meeting shall be required for making a contribution, in any financial year, to bonafide charitable and other funds in excess of an aggregate amount equivalent to 5 (five) % of the Company's average net profits for the 3 (three) immediately preceding financial years.
- (f) Without prejudice to the general powers conferred under this Article and so as not in any way to limit or restrict these powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in this Article, is any, and other provisions of the Act, it is hereby declared that the Directors shall have the following powers, that is to say, power:
- (i) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the company.
 - (ii) To pay and charge to the capital account of the company any commission or interest lawfully payable there out under the provisions of Sections 40(6) of the Act,
 - (iii) Subject to Sections 179 and 188 of the Act to purchase or otherwise acquire for the Company any property, rights, privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they think fit, and in any such purchases or other acquisition to accept such title as the directors may believe or may be advised to be reasonably satisfactory,

- (iv) At their discretion and subject to the provisions of the Act, to pay for any property, rights, or privileges acquired or services rendered in the Company either wholly or partially, in cash or in shares, bonds, debentures, mortgages, or other securities of such amount credited as paid up thereon as may be agreed upon and any such bonds; debentures, mortgages or other securities may be either, specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
- (v) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit.
- (vi) To accept from any member, as far as may be permissible by law, a surrender of his shares or any part thereof, on such terms and conditions as shall be agreed.
- (vii) To appoint any person to accept and to hold in trust for the Company any property belonging to the Company, or in which it is interested, or for any other purposes; and to execute and do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
- (viii) To institute, conduct, defend, compound, or abandon any legal proceedings by or against the Company or its officers or otherwise payment or satisfaction of any debts due, and of any claims or demands by or against the Company, and to refer any differences to arbitration, and observe and perform any awards made thereon
- (ix) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.
- (x) To make and give receipts, releases and other discharges for moneys payable to the Company, and for the claims and demands of the Company.
- (xi) Subject to the applicable provisions of the Act, to invest, deposit and deal with any moneys of the Company not immediately required for the purpose thereof, upon such security (not being shares of this Company), or without security and in such manner as they may think fit, and from time to time to vary or realise such investments. Save as provided in Section 49 of the Act, all investments shall be made and held in the Company's own name.
- (xii) To execute in the name and on behalf of the Company in favour of any director or other person who may incur or be about to incur any personal liability whether as principal or surety; for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit; and any such mortgage may contain a power of sale, and such other powers, provisions, covenants and agreements as shall be agreed upon.
- (xiii) To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give necessary authority for such purpose.
- (xiv) To distribute by way of bonus amongst the staff of the Company a share in the

profits of the Company, and to give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expenses of the Company.

(xv) To provide for the welfare of directors or Ex-directors or employees or ex-employees of the Company and their wives, widows and families or the dependants or connections of such persons by building or contributing to the building of houses, dwellings or chawls or by grants of moneys, pensions, gratuities, allowances, bonus or other payments; or by creating and from time to time subscribing or contributing to provident and other associations, institutions or funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit, and subject to the provisions of Section 180 of the Act. To subscribe or contribute or otherwise to assist or to guarantee money to any charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company either by reason of locality of operation, or of public and general utility or otherwise.

(xvi) Before recommending any dividend to set aside, out of the profits of the Company such sums as they may think proper for depreciation or to a Depreciation Fund or to an Insurance Fund or as a Reserve Fund or Sinking Fund or any special fund to meet contingencies or to repay debentures or debenture-stock, or for special dividends or for equalising dividends or for repairing, improving, extending and maintaining any of the property of the Company and for such other purposes (including the purposes referred to in the preceding clause), as the Board may in their absolute discretion think conducive to the interest of the Company, and subject to Section 179 of the Act, to invest the several sums so set aside or so much thereof as required to be invested, upon such investments (other than shares of the Company) as they think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Board in their absolute discretion, think, conducive to the interest of the company notwithstanding that the matters to which the Board apply or upon which they expend the same, or any part thereof, may be matters to or upon which the capital moneys of the company might rightly be applied or expended, and to divide the reserve fund into such special funds as the Board may think fit with full power to transfer the whole or any portion of the Reserve Fund into such special funds as the Board may think fit, with full power to transfer the whole or any portion of a Reserve Fund or division of a Reserve Fund and with full power to employ the assets constituting all or any of the above funds, including the Depreciation Fund, in the business of the company or in the purchase or repayment of debentures or debenture- stock, and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with power however to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper.

(xvii) To appoint, and at their discretion remove or suspend such general managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and fix their salaries, or emoluments or remuneration, and to require security in such instances and to such amount as

they may think fit. And also from time to time to provide for the management and transaction of the affairs of the company in any specified locality in India or elsewhere in such manner as they think fit.

- (xviii) To comply with requirements of any local law which in their opinion it shall in the interest of the Company be necessary or expedient to comply with.
- (xix) Subject to applicable provisions of the Act, from time to time and at any time to delegate to any persons so appointed any of the powers, authorities and discretions for the time being vested in the Board, other than their power to make call or to make loans or borrow moneys, and any such appointment or delegation may be made on such terms, and subject to such conditions as the Board may think fit, and the Board may at any time remove any persons so appointed and may annul any such delegation
- (xx) At any time and from time to time by power of attorney (if so resolved by the Board), to appoint any person or persons to be the attorney or attorneys of the Company, for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in the limits authorised by the Board, the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may (if the Board thinks fit) be made in favour of the members, directors, nominees or managers of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly, or indirectly by the Board and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Board may think fit, and may contain powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the Powers, authorities and discretions for the time- being vested in them.
- (xxi) Subject to Section 188 of the Act for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the Company as they may consider expedient.
- (xxii) From time to time make, vary or repeal bye- laws for the regulation of the business of the Company, its officers and servants.
- (xxiii) Subject to Section 130, the directors shall, if they consider it to be necessary and in the interest of the company, be entitled to amend the Audited Accounts of the company of any financial year which have been laid before the Company in General Meeting. The amendments to the Accounts effected by the directors in pursuance of this Article shall be placed before the members in General Meeting for their consideration and approval.
- (xxiv) Subject to provisions of Law, the directors may formulate, create, institute or set up such schemes, trusts, plans or proposals as they may deem fit for the purpose of providing incentive to the officers, employees and workers of the company, including without limiting the generality of the foregoing, formulation of schemes for the subscription by the officers, employees and workers to shares in, or debentures of, the company.

39. PROCEEDINGS OF THE BOARD OF DIRECTORS

- (a) The participation of directors in a meeting of the Board may be either in person or through video conferencing or other audio visual means, as may be prescribed under the Act, which are capable of recording and recognising the participation of the directors and of recording and storing the proceedings of such meetings along with date and time. However, such matters as provided under the Companies (Meetings of Board and its Powers) Rules, 2014 shall not be dealt with in a meeting through video conferencing or other audio visual means. Any meeting of the Board held through video conferencing or other audio visual means shall only be held in accordance with the Companies (Meetings of Board and its Powers) Rules, 2014.
- (b) The Secretary, as directed by a director, or any other director shall, as and when directed by the chairman or a director convene a meeting of the Board by giving a notice in writing to every director in accordance with the provisions of the Act and the Companies (Meetings of Board and its Powers) Rules, 2014.

The Board may meet either at the registered office of the Company, or at any other location in India or outside India, as may be directed by the Chairman, Managing Director or the Wholetime Director of the Company.

- (c) At least 7 (seven) days' notice of every meeting of the Board shall be given in writing to every director for the time being at his address registered with the company and such notice shall be sent by hand delivery or by post or by electronic means. A meeting of the Board may be convened in accordance with these Articles by a shorter notice in case of any urgent matters as directed by the chairman or the managing director or the Wholetime director, as the case may be, subject to the presence of 1 (one) independent director in the said meeting. If an independent director is not present in the said meeting, then decisions taken at the said meeting shall be circulated to all the directors and shall be final only upon ratification by one independent director. Such notice or shorter notice may be sent by post or by fax or e-mail depending upon the circumstances.
- (d) At any Board Meeting, each director may exercise 1 (one) vote. The adoption of any resolution of the Board shall require the affirmative vote of a majority of the directors present at a duly constituted Board Meeting.
- (e) Subject to the provisions of the Act, the quorum for each Board Meeting shall be one-third of its total strength or two directors, whichever is higher, and the presence of directors by video conferencing or by other audio visual means shall also be counted for the purposes of calculating quorum. Provided that where at any time the number of interested directors exceeds or is equal to two-thirds of the total strength, the number of the remaining directors, that is to say, the number of the directors who are not interested present at the meeting being not less than two, shall be the quorum during such meeting.
- (f) If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned to such other time as may be fixed by the chairman.
- (g) Questions arising at any meeting of the Board, other than as specified in these Articles and the Act, if any, shall be decided by a majority vote. In the case of an equality of votes, the chairman shall have a second or casting vote. No regulation made by the Company in general meeting, shall invalidate any prior act of the Board, which would

have been valid if that regulation had not been made.

40. INVESTOR RIGHTS

Notwithstanding anything to the contrary contained herein, the Company and the Subsidiaries shall not take any decisions relating to any of the following matters without the prior written consent of the Investor or the Investor Director (as applicable):

- (i) disposition, sale, lease, license or transfer (including by way of a demerger) of any undertaking or substantial assets;
- (ii) any scheme of arrangement, merger, demerger, consolidation, restructuring or reorganization;
- (iii) any related party transactions or any contract or commitment outside of the ordinary course of business; and
- (iv) exceeding a debt equity ratio of 1:1 calculated on a consolidated basis

“**Subsidiaries**” for the purpose of this Article 40 shall mean The Nilgiri Dairy Farm Private Limited and Aadhaar Wholesale Trading and Distribution Limited.

41. COMMITTEES AND DELEGATION BY THE BOARD

- (a) The Company shall constitute such Committees as may be required under the Act and applicable provisions of Law. Without prejudice to the powers conferred by the other Articles and so as not to in any way to limit or restrict those powers, the Board may, subject to the provisions of the Act, delegate any of its powers to the managing director(s), the Wholetime director, the executive director(s), manager and/or the chief executive officer of the Company. The managing director(s), the wholetime directors, the executive director(s), the manager and/or the chief executive officer(s) as aforesaid shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on them by the Board and all acts done by the min exercise of the powers so delegated and in conformity with such regulations shall have the like force and effect as if done by the Board.
- (b) Subject to the applicable provisions of the Act, the requirements of Law and these Articles, the Board may delegate any of its powers to committees of the Board consisting of such member or members of the Board as it thinks fit, and it may from time to time revoke and discharge any such committee of the Board either wholly or in part and either as to persons or purposes. Every committee of the Board so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board. All acts done by any such committee of the Board in conformity with such regulations and in fulfilment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board.
- (c) The meetings and proceedings of any such committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the directors, so far as the same are applicable thereto and are not superseded by the Board.
- (d) A committee may elect a chairperson of its meetings. If no such chairperson is elected, or if at any meeting the chairperson is not present within five minutes after the time

appointed for holding the meeting, the members present may choose one of their members to be chairperson of the meeting.

- (e) A committee may meet and adjourn as it thinks fit. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the chairperson shall have a second or casting vote.
- (f) Save as otherwise expressly provided in the Act, a resolution in writing, signed by of the Board of Directors or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board of Directors or committee, duly convened and held.
- (g) The Board of the Company shall in accordance with the provisions of the Companies (Meetings of the Board and its Powers) Rules, 2014 or any other Law, form such committees as may be required under such Rules in the manner specified therein, if the same are applicable to the Company.

42. PASSING OF RESOLUTION BY CIRCULATION

- (a) No resolution shall be deemed to have been duly passed by the Board or by a committee thereof by circulation, unless the resolution has been circulated in draft form, together with the necessary papers, if any, to all the Directors, or members of the Committee, as the case may be, at their addresses registered with the Company in India by hand delivery or by post or by courier, or through such electronic means as may be provided under the Companies (Meetings of Board and its Powers) Rules, 2014 and has been approved by majority of directors or members, who are entitled to vote on the resolution. However, in case one-third of the total number of directors for the time being require that any resolution under circulation must be decided at a meeting, the Chairman shall put the resolution to be decided at a meeting of the Board.
- (b) A resolution mentioned above shall be noted at a subsequent meeting of the Board or the Committee thereof, as the case may be, and made part of the minutes of such meeting.

43. MINUTES OF THE PROCEEDINGS OF THE MEETING OF THE BOARD

- (a) The Company shall prepare, circulate and maintain minutes of each Board Meeting in accordance with the Act and Rules and such minutes shall contain a fair and correct summary of the proceedings conducted at the Board Meeting.
- (b) The minutes kept and recorded under this Article shall also comply with other applicable provisions of the Act and Law.

44. SECRETARY

Subject to the provisions of Section 203 of the Act, the Board may, from time to time, appoint any individual as Secretary of the Company to perform such functions, which by the Act or these Articles for the time being of the Company are to be performed by the Secretary and to execute any other duties which may from time to time be assigned to him by the Board. The Board may confer upon the Secretary so appointed any powers and duties as are not by the Act or by these Articles required to be exercised by the Board

and may from time to time revoke, withdraw, alter or vary all or any of them. The Board may also at any time appoint some individual (who need not be the Secretary), to maintain the Registers required to be kept by the Company.

45. DIRECTORS' & OFFICERS' LIABILITY INSURANCE

Subject to the provisions of the Act and Law, the Company shall procure, at its own cost, comprehensive directors and officers liability insurance for each director which shall not form a part of the remuneration payable to the directors in the circumstances described under Section 197 of the Act: ☐

- (a) on terms approved by the Board;
- (b) which includes each director as a policyholder;
- (c) is from an internationally recognised insurer approved by the Board;

46. INDEMNITY

- (a) Subject to the provisions of the Act every director, manager, Secretary and other officer or employee of the Company shall be indemnified by the Company against, and it shall be the duty of the directors out of the assets of the Company to pay all costs, losses, and expenses (including travelling expenses) which any such director, officer or employee may incur or becomes liable to by reason of any contract entered in to or actor deed done by him or any other way in the discharge of his duties, as such director, officer or employee, except in relation to any acts of wilful neglect or default.
- (b) Subject as aforesaid, every director, manager, Secretary, or other officer/employee of the Company shall be indemnified against any liability, incurred by them or him in defending any proceeding whether civil or criminal in which judgment is given in their or his favour or in which he is acquitted or discharged or in connection with any application under Section 463 of the Act in which relief is given to him by the Court and without prejudice to the generality of the foregoing, it is hereby expressly declared that the Company shall pay and bear all fees and other expenses incurred or incurable by or in respect of any director for filing any return, paper or document with the Registrar of Companies, or complying with any of the provisions of the Act in respect of or by reason of his office as a director or other officer of the Company.
- (c) Subject to the provisions of Section 197 of the Act, no Director, Manager, Officer or employee of the Company shall be liable for the acts, defaults, receipts and neglects of any other Director, Manager, officer or employee or for joining in any receipts or other act for the sake of conformity or for any loss or expenses happening to the Company through the insufficiency, or deficiency of any security in or upon which any of the monies of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any Person with whom any money(ies), securities or effects shall be deposited or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortune whatsoever which shall happen in the execution thereof unless the same shall happen through his own negligence, default, misfeasance, breach of duty or breach of trust.
- (d) Without prejudice to the generality foregoing it is hereby expressly declared that any filing fee payable or any document required to be filed with Registrar of Companies in respect of any act done or required to be done by any Director or other Officer by

reason of his holding the said office, shall be paid and borne by the Company.

47. DIVIDENDS AND RESERVES

- (a) The Company in a general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board, however the Company in a general meeting may declare a lesser dividend.
- (b) Subject to the applicable provisions of the Act, the Board may from time to time pay to the Members such interim dividends as appear to it to be justified by the profits of the Company.
- (c) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, thinks fit. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
- (d) Subject to the rights of Persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.
- (e) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.
- (f) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
- (g) The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
- (h) The Board may retain dividends payable upon shares in respect of which any person is, under the provisions governing transmission as contained in these Articles, entitled to become a member, until such person shall become a member in respect of such shares.
- (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant or any other mode permitted under the Law, sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of Members, or to such person and to such address as the holder or joint holders may in writing direct.

- (j) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- (k) Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
- (l) Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
- (m) No dividend shall bear interest against the Company.
- (n) The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.
- (o) Subject to the provisions of the Act, if the Company has declared a dividend but which has not been paid or the dividend warrant in respect thereof has not been posted or sent within 30 (thirty) days from the date of declaration, transfer the total amount of dividend, which remained unpaid or unclaimed within 7 (seven) days from the date of expiry of the said period of 30 (thirty) days to a special account to be opened by the Company in that behalf in any scheduled bank.
- (p) Subject to provisions of the Act, any money so transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of 7 (seven) years from the date of such transfer, shall be transferred by the Company to the fund established under Section 125 of the Act, *viz.* "Investor Education and Protection Fund".
- (q) Subject to the provisions of the Act, no unpaid or unclaimed Dividend shall be forfeited by the Board before the claim becomes barred by Law.

48. ACCOUNTS

- (a) The Company shall prepare and keep the books of accounts or other relevant books and papers and financial statements for every financial year which give a true and fair view of the state of affairs of the Company, including its branch office or offices, if any, in accordance with the Act, Rules and as required under applicable Law.
- (b) The Company shall comply with the requirements of Section 136 of the Act.

49. DOCUMENTS AND NOTICES

- (a) A document or notice may be given or served by the Company to or on any member whether having his registered address within or outside India either personally or by sending it by post or by registered post or by courier, to him to his registered address.
- (b) Where a document or notice is sent by post, service of the document or notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or notice, provided that where a member has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgement due or by cable or telegram and has deposited with the Company a sum sufficient to defray

the expenses of doing so, service of the document or notice shall be deemed to be effected unless it is sent in the manner intimated by the member. Such service shall be deemed to have effected in the case of a notice of a meeting, at the expiration of forty eight hours after the letter containing the document or notice is posted or after a telegram has been dispatched and in any case, at the time at which the letter would be delivered in the ordinary course of post or the cable or telegram would be transmitted in the ordinary course.

- (c) A document or notice may be given or served by the Company to or on the joint holders of a share by giving or serving the document or notice to or on the joint holder named first in the register of members in respect of the Share.
- (d) Every person, who by operation of Law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by every document or notice in respect of such share, which previous to his name and address being entered on the register of members, shall have been duly served on or given to the Person from whom he derives his title to such share.
- (e) Any document or notice to be given or served by the Company may be signed by a director or the Secretary or some Person duly authorised by the Board for such purpose and the signature thereto may be written, printed, photostat or lithographed.
- (f) All documents or notices to be given or served by Members on or to the Company or to any officer thereof shall be served or given by sending the same to the Company or officer at the registered office by post under a certificate of posting or by registered post or by delivering the same at the registered office.
- (g) Where a document is sent by electronic mail, service thereof shall be deemed to be effected properly, where a member has registered his electronic mail address with the Company and has intimated the Company that documents should be sent to his registered email address, without acknowledgement due. Provided that the Company, shall provide each member an opportunity to register his email address and change therein from time to time with the Company or the concerned depository. The Company shall fulfil all conditions required by Law, in this regard.
- (h) If a member does not have registered address in India, and has not supplied to the Company any address within India, for the giving of the notices to him, a document advertised in a newspaper circulating in the neighborhood of registered office of the Company shall be deemed to be duly served to him on the day on which the advertisement appears.
- (i) Subject to the applicable provisions of the Act, any document required to be served or sent by the Company on or to the Members, or any of them and not expressly provided for by these Articles, shall be deemed to be duly served or sent if advertised in a newspaper circulating in the district in which the registered office is situated.

50. WINDING UP

- (a) If the Company shall be wound up, the Liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act divide amongst the Members, in specie or kind the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
- (b) For the purpose aforesaid, the Liquidator may set such value as he deems fair upon

any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members.

- (c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

51. SIGNING OF CHEQUES, HUNDIES, ETC.

All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board of Directors shall from time to time by resolution determine.

52. INSPECTION BY MEMBERS

Subject to the provisions of the Act and other applicable Laws, the register of charges, register of investments, register of members, books of accounts and the minutes of the meetings of the members shall be kept at the registered office of the Company and shall be open, during business hours, for such periods not being less in the aggregate than two hours in each day as the Board determines, for the inspection of any member without charge. In the event such member conducting inspection of the abovementioned documents requires copies of the same, the Company may charge a fee, as may be decided by the Board, which shall not exceed Rupees Ten per page or such other limit as may be prescribed under the Act or other applicable provisions of Law.

53. SECRECY

- (i) No member shall be entitled to visit or inspect the Company's works without the permission of the directors or managing director or wholetime director or to require discovery of or any information respecting any details of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or which may relate to the conduct of the business of the Company and which, in the opinion of the directors, will be inexpedient in the interests of the Company to communicate to the public.
- (ii) Every director, managing director, manager, Secretary, auditor, trustee, members of a committee, officers, servant, agent, accountant or other person employed in the business of the Company, shall, if so required by the Board before entering upon his duties, or at any time during his term of office sign a declaration pledging himself to observe strict secrecy respecting all transactions of the Company and the state of accounts and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of duties except when required so to do by the Board or by any general meeting or by any court of law or by the persons to whom such matters relate and except so far as may be necessary, in order to comply with any of the provisions contained in these Articles or Law. Nothing herein contained shall affect the powers of the Central Government or any officer appointed by the Government to require or to hold an investigation into the Company's affairs.

54. AUTHORIZATIONS

- (a) Wherever in the Act it has been provided that the Company or the Board shall have

any right, privilege or authority or that the Company could carry out any transaction only if the Company or the Board is so authorized by its Articles, then in that case these Articles hereby authorize and empower the Company and/ or the Board (as the case may be) to have all such rights, privileges, authorities and to carry out all such transactions as have been permitted by the Act without there being any specific regulation to that effect in these Articles save and except to the extent that any particular right, privilege, authority or transaction has been expressly negated or prohibited by any other Article herein.

- (b) If pursuant to the approval of these Articles, if the Act requires any matter previously requiring a special resolution pursuant to such amendment, is required to be approved by an ordinary resolution, then in such a case these Articles hereby authorize and empower the Company and its members to approve such matter by an ordinary resolution without having to give effect to the specific provision in these Articles requiring a special resolution to be passed for such matter.

S. No	Signature, Names Address, Descriptions and Occupation of the Subscribers	Signature, Names Address and Occupation of Witness
1.	Sd/- R.Sankar S/o. K.S.Ramachandran No.3 Arya Gowder Road, West Mambalam, Chennai – 600 033. Business.	
2.	Sd/- R.Santhanam S/o. S.Rangaswamy C-6. sasi Apartments, 167, R.K Mutt Road, Chennai – 600 028. Advocate.	
3.	Sd/- M.Sundar, S/o.S.Mahalingam A-3, 29, IV Trust Cross Street, Mandavelipakkam, Chennai – 600 028 Chartered Accountant.	
4.	Sd/- V.Thirumalai S/o. S. Vijayaraghavan 18, AVM Avenue, II street, Virugambakkam, Chennai – 600 092. Business.	Sd/- R.Venkatesh Partner Venkatesh & Balakrishnan Chartered Accountants, 165, Kutchery Road, Mylapore, Chennai – 600 004
5.	Sd/- R.Ramamoorthy S/o. R.Rajagopalan 5, Meenakshi Street, Dhanalakshmi colony, vadapalani, Chennai – 600 026 Industrialist.	
6.	Sd/- R.Santhanam S/o. K.S. Ramachandran No.3, Arya Gowder Road, West mambalam, Chennai – 600 033. Business.	

7.	Sd/- V.Sivaraman S/o. K.Venkatraman 16, Rosary Church Road. 1 Lane, Mylapore, Chennai - 600 004. Business.	
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Chennai, dated this 24th June 1996.

**HIGH COURT ORDERS
SANCTIONING
SCHEMES OF ARRANGEMENT AND
AMALGAMATION**

HIGH COURT, BOMBAY

0227782

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO 244 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO 105 OF 2013

INDUS-LEAGUE CLOTHING LIMITED

..... Petitioner / Demerged Company No. 1

AND

COMPANY SCHEME PETITION NO 215 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO 106 OF 2013

LEE COOPER (INDIA) LIMITED

..... Petitioner / Transferor Company No. 1

AND

COMPANY SCHEME PETITION NO 245 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO 107 OF 2013

FUTURE VENTURES INDIA LIMITED

..... Petitioner / Resulting Company 1/

Transferee Company/ Demerged Company 3

AND

COMPANY SCHEME PETITION NO 246 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO 108 OF 2013

PANTALOON RETAIL (INDIA) LIMITED

(now known as "Future Retail Limited")

..... Petitioner / Demerged Company 2

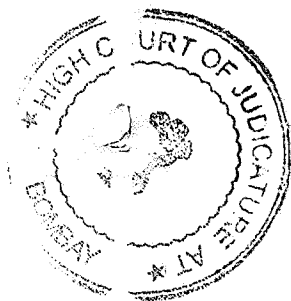
AND

COMPANY SCHEME PETITION NO 247 OF 2013

CONNECTED WITH

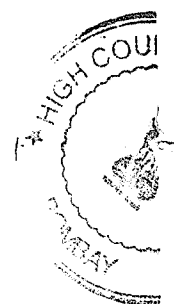
COMPANY SUMMONS FOR DIRECTION NO 109 OF 2013

FUTURE LIFESTYLE FASHIONS LIMITED



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HIGH COURT, BOMBAY

0227781

2

..... Petitioner / Resulting Company 2

ALONGWITH

COMPANY APPLICATION NO 134 OF 2013

IN

COMPANY SCHEME PETITION NO. 244 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO 105 OF 2013

INDUS-LEAGUE CLOTHING LIMITED

..... Applicant Company

AND

COMPANY APPLICATION NO 135 OF 2013

IN

COMPANY SCHEME PETITION NO. 215 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO 106 OF 2013

LEE COOPER (INDIA) LIMITED

..... Applicant Company

AND

COMPANY APPLICATION NO 136 OF 2013

IN

COMPANY SCHEME PETITION NO. 245 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO 107 OF 2013

FUTURE VENTURES INDIA LIMITED

..... Applicant Company

AND

COMPANY APPLICATION NO 137 OF 2013

IN

COMPANY SCHEME PETITION NO. 246 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO 108 OF 2013

PANTALOOON RETAIL (INDIA) LIMITED

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HIGH COURT, BOMBAY

0227780

3

(now known as "Future Retail Limited")

..... Applicant Company

AND

COMPANY APPLICATION NO 138 OF 2013

IN

COMPANY SCHEME PETITION NO. 247 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO 109 OF 2013

FUTURE LIFESTYLE FASHIONS LIMITED

..... Applicant Company

In the matter of the Companies Act, 1956
(1 of 1956);

AND

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

AND

In the matter of Composite Scheme of
Arrangement and Amalgamation

Between

Indus-League Clothing Limited ("ILCL" or
"the Demerged Company No. 1")

and

Lee Cooper (India) Limited ("Lee" or "the
Transferor Company No. 1")

and

Future Ventures India Limited ("FVIL" or
"the Resulting Company 1/ Transferee
Company/ Demerged Company 3")

and

Pantaloon Retail (India) Limited ("PRIL" or
"the Demerged Company 2") (now known
as "Future Retail Limited")

and

Future Lifestyle Fashions Limited ("FLFL"
or "the Resulting Company 2")

and

their respective shareholders and
creditors.

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HIGH COURT, BOMBAY

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4

Called for Hearing

Mr. Rajesh Shah with Mr. Chandrakant Mhadeshwar i/b Rajesh Shah & Co., Advocates for the Petitioners in all the Petitions.

Mrs. R.N. Sutar Asst. Official Liquidator present in the Company Scheme Petition No 215 of 2013.

Mr. M.S. Bharadwaj i/b Mr. H.P. Chaturvedi for Regional Director in both the Company Scheme Petitions.

CORAM: Ranjit More, J.

DATE: 10th May, 2013

1. Heard counsel for the parties. No objector has come before the court to oppose the Scheme and nor any party has contravened any averments made in the Petition.
2. The sanction of the Court is sought under Sections 391 to 394 read with Sections 78, 100 to 103 of the Companies Act, 1956, to the Composite Scheme of Arrangement and Amalgamation between Indus-League Clothing Limited and Lee Cooper (India) Limited and Future Ventures India Limited and Pantaloon Retail (India) Limited (now known as "Future Retail Limited") and Future Lifestyle Fashions Limited and their respective shareholders and creditors.
3. The Counsel for the Petitioners submits that all the Petitioner Companies have taken out their respective Applications being Company Application Nos. 134 of 2013, 135 of 2013, 136 of 2013, 137 of 2013 and 138 of 2013 seeking amendments in the Scheme and their respective Company Scheme Petitions with respect to the name of "PANTALOOON RETAIL (INDIA) LIMITED" to be changed and amended to "FUTURE RETAIL LIMITED" and the abbreviation "PRIL" to be changed and amended to "FRL" and consequential changes. All the Company Applications which are taken up along with the respective Company Scheme Petitions, are made absolute

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in terms of prayer clause (a) of the respective Company Applications. Amendment to be carried out within four weeks from the date of the Order.

4. Learned Counsel for the Petitioners states that the Petitioner in Company Scheme Petition No. 244 of 2013 is engaged in the business of designing, manufacturing, retailing ready-made garments and accessories, Petitioner in Company Scheme Petition No. 215 of 2013 is engaged in the business of manufacturing and retailing of lifestyle products, including denims, trousers, jackets, shirts and shoes under the "Lee Cooper" brand, Petitioner in Company Scheme Petition No. 245 of 2013 is engaged in the business of creating, building, investing or acquiring, and operating innovative & emerging businesses in consumption-led sectors, Petitioner in Company Scheme Petition No. 246 of 2013 is engaged in the business of organised retail through its various business formats, and Petition No. 247 of 2013 is engaged in the business of fashion. The rationale for the Scheme is consolidation of business of the Demerged Company No. 1 and the Transferor Company No. 1 into the Resulting Company 1 to reduce the administrative cost and achieve operational and management efficiency. Further, the transfer and vesting of the fashion business of the Demerged Company 2 and the Resulting Company 1 in the Resulting Company 2 pursuant to this Scheme is with a view to adopting the best management practices, establishing highest operational standards and also to unlock the economic value of the fashion business. The Petitioner Companies approved the said Scheme by passing the Board Resolution which is annexed to the respective Company Scheme Petitions.
5. The learned counsel for the Petitioner in Company Scheme Petition No. 244 of 2013, states that the Scheme includes reduction of the Share Capital by utilizing Securities Premium Account, which shall be effected as an integral part of the Scheme and that the same





does not involve either diminution of liability in respect of unpaid share capital and that it also does not involve compromise or arrangement with any creditors of the Petitioner Company and the procedure prescribed under section 101 (2) of the Companies Act, 1956 has been dispensed with as per order dated 1st February, 2013 passed in CSD No. 105 of 2013. However as per undertaking given by the Petitioner Company, Special Resolution dated 4th March, 2013 is annexed being Exhibit 'D' to the Petition and averment made in paragraph 13 of the Petition.

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6. The learned counsel for the Petitioner in Company Scheme Petition No. 245 of 2013, states that the Scheme includes reduction of the Share Capital which shall be effected as an integral part of the Scheme and that the same does not involve either diminution of liability in respect of unpaid share capital and that it also does not involve compromise or arrangement with any creditors of the Petitioner Company and the procedure prescribed under section 101 (2) of the Companies Act, 1956 has been dispensed with as per order dated 1st February, 2013 passed in CSD No. 107 of 2013. However as per undertaking given by the Petitioner Company, Special Resolution dated 4th March, 2013 is annexed being Exhibit 'J' to the Petition and averment made in paragraph 14 of the Petition.
 7. The learned Advocate for the Petitioners further states that, Petitioner companies have complied with all the directions passed in Company Summons for Direction and that the Company Scheme Petition have been filed in consonance with the orders passed in respective Summons for Direction.
 8. The learned counsel appearing on behalf of the Petitioner Companies has stated that the Petitioner Companies have complied with all requirements as per directions of this Court and they have filed necessary affidavits of compliance in the Court.



Moreover, Petitioner Companies undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956 and the Rules made there under. The said undertaking is accepted.

9. The Regional Director has filed an Affidavit dated 9th May, 2013 stating that the scheme is not prejudicial to the interest of shareholders and public.
10. The Official Liquidator has filed his report dated 2nd May, 2013 in the Company Scheme Petition No 215 of 2013 stating therein that the affairs of the Petitioner Company have been conducted in a proper manner and that the Petitioner Company may be ordered to be dissolved by this Court.
11. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. None of the parties concerned has come forward to oppose the Scheme.
12. Since all the requisite statutory compliances have been fulfilled, the Company Scheme Petition Nos. 244 of 2013, 215 of 2013 and 245 of 2013 are made absolute in terms of prayer clauses (a) to (d); and the Company Scheme Petition Nos. 246 of 2013 and 247 of 2013 is made absolute in terms of prayer clauses (a) to (c).
13. The Petitioner Companies to lodge a copy of this order and the Scheme, duly authenticated by the Company Registrar, High Court (O.S.), Bombay with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the Order.
14. Petitioner Companies is directed to file a copy of this order along with a copy of the Scheme with the concerned Registrar of Companies, electronically, along with E-Form 21 in addition to physical copy as per relevant provisions of the act.



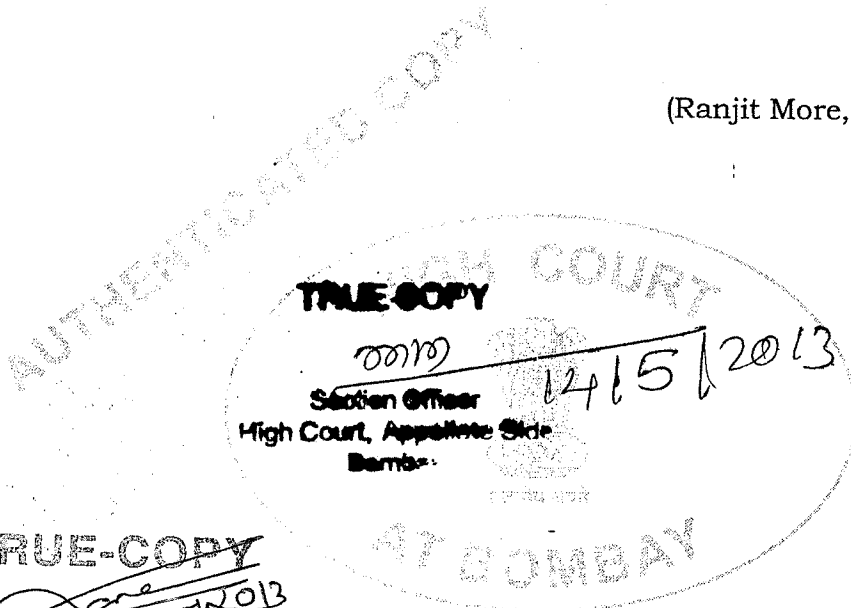
HIGH COURT, BOMBAY

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15. The Petitioner Companies in all the Company Scheme Petitions to pay costs of Rs.10,000/- to the Regional Director, Western Region, Mumbai and Petitioner Company in Company Scheme Petition No 215 of 2013 to pay cost of Rs. 10,000/- to the Official Liquidator, High Court, Bombay. Costs to be paid within four weeks from the date of the order.
16. Filing and issuance of the drawn up order is dispensed with.
17. All concerned authorities to act on a copy of this order along with Scheme and Form of Minutes duly authenticated by the Company Registrar, High Court (O. S.), Bombay.

(Ranjit More, J)



TRUE-COPY
[Signature]
23/05/2013
Mrs. K. M. RANE
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY



COMPOSITE SCHEME OF ARRANGEMENT AND AMALGAMATION
BETWEEN

INDUS-LEAGUE CLOTHING LIMITED

AND

LEE COOPER (INDIA) LIMITED

AND

FUTURE VENTURES INDIA LIMITED

AND

FUTURE RETAIL LIMITED

AND

FUTURE LIFESTYLE FASHIONS LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PREAMBLE

A. Description of the Companies

- (a) Future Ventures India Limited ('FVIL') is a public listed company, engaged in the business of creating, building, investing or acquiring, and operating innovative & emerging businesses in consumption-led sectors investee companies. It is listed on the Bombay Stock Exchange Limited and National Stock Exchange of India Limited.
- (b) Future Retail Limited (FRL) is a fast growing Indian listed company and is India's leading retailer. It is listed on the Bombay Stock Exchange Limited and National Stock Exchange of India Limited.
- (c) Future Lifestyle Fashions Limited ("FLFL") is a wholly owned subsidiary of FRL and proposes to engage in fashion business.

(d) Indus-League Clothing Limited ('ILCL'), is a subsidiary of FVIL and Lee Cooper (India) Limited ('LEE'), is a wholly owned subsidiary of ILCL. Both are engaged in fashion business.

B. Rationale and Purpose of the Scheme

All the Companies are part of the Future Group ('the Group'). It is proposed to:

- Demerger of fashion business of ILCL and merger of LEE into FVIL; and
- Demerger of the fashion business of FRL and FVIL into FLFL

The consolidation of the businesses of ILCL and LEE with FVIL would inter alia have the following benefits:

- i) Removing multiple layer inefficiencies;
- ii) Reducing administrative cost; and
- iii) Achieving operational and management efficiency.

Further, the transfer and vesting of the fashion business of FRL and FVIL pursuant to this Scheme is with a view to adopting the best management practices, establishing highest operational standards and also to unlock the economic value of the fashion business.

The management of the Group believes that the fashion business has tremendous growth and profitability potential and is at a stage where it requires focused leadership and dedicated management attention.

The re-organization exercise would inter alia achieve the following synergies:

- o Unlocking of value
- o Transparent business structure;
- o Attribution of appropriate risk and valuation to the fashion business based on its risk-return profile and cash flows;
- o More focused leadership and dedicated management;
- o Greater visibility on the performance of fashion business; and

- o Facilitate investments by strategic players.

In view of the aforesaid, the Board of Directors of all the Companies have considered and proposed the Composite Scheme of Arrangement and Amalgamation under the provisions of Section 391 to Section 394 read with Section 78 and Sections 100 to 103 of the Companies Act, 1956.

C. Sections of the Scheme

The Scheme comprises of the following arrangements:

- (a) Demerger of ILCL Demerged Undertaking into FVIL;
- (b) Amalgamation of LEE with FVIL;
- (c) Demerger of the FRL Demerged Undertaking into FLFL;
- (d) Demerger of the FVIL Demerged Undertaking into FLFL; and
- (e) This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

D. Parts of the Scheme

The Scheme is divided into the following parts:

1. PART A which deals with definition, date of taking effect & share capital
2. PART B which deals with demerger of ILCL Demerged Undertaking into FVIL;
3. PART C which deals with amalgamation of LEE with FVIL
4. PART D which deals with demerger of FRL Demerged Undertaking into FLFL
5. PART E which deals with demerger of FVIL Demerged Undertaking into FLFL
6. PART F which deals with reduction in share capital of FVIL
7. PART G which deals with General terms and conditions

PART A - DEFINITION, DATE OF TAKING EFFECT & SHARE CAPITAL

1. DEFINITIONS

In this scheme, unless inconsistent with the subject, the following expression shall have the meanings respectively assigned against them:

1.1 "Act" means the Companies Act, 1956 and shall include any statutory modification, re-enactment or amendments thereof for the time being in force.

1.2 "Appointed Date" means:

1.2.1 For the Purposes of Part B and Part C of this Scheme, the 1st day of December, 2012 or such other date as may be approved by the High Court of Judicature at Bombay or any other appropriate authority.

1.2.2 For the Purposes of Part D, Part E and Part F of this Scheme, the 1st day of January, 2013 or such other date as may be approved by the High Court of Judicature at Bombay or any other appropriate authority.

1.3 "Capital Reserve" means a reserve, not being a free reserve and not available for declaring dividend; however available for the purpose of adjusting value of any asset including Goodwill / investment / offset any charge on account of impairment / write off/ amortisation, which may be deemed fit and for issue of bonus shares.

1.4 "Charter Documents" means Memorandum of Association and Articles of Association;

1.5 "Court" or "High Court" means the High Court of Judicature at Bombay and shall include the National Company Law Tribunal, if and when applicable;

1.6 "FLFL" means Future Lifestyle Fashions Limited a company incorporated under the Act and having its registered office at Knowledge House, Shyam Nagar, Off Jogeshwari Vikhroli Link Road, Jogeshwari (East), Mumbai 400060.

1.7 "FVIL" means Future Ventures India Limited a company incorporated under the Act and having its registered office at Knowledge House, Shyam Nagar, Off Jogeshwari Vikhroli Link Road, Jogeshwari (East), Mumbai 400060.

1.8 "the ILCL Demerged Undertaking" shall mean the entire business and undertaking of ILCL relating to its fashion business and related activities as a going concern and shall include (without limitation) the following:

(a) All the assets and properties of ILCL as on the Appointed Date (hereinafter referred to as "the said assets") pertaining to the ILCL Demerged Undertaking;

- (b) All the debts, liabilities, duties and obligations including contingent liabilities of ILCL pertaining to the ILCL Demerged Undertaking;
- (c) Without prejudice to the generality of above, the ILCL Demerged Undertaking shall include the movable and immovable properties including land and building, plant and machinery, equipment, furniture, fixtures, vehicles, leasehold assets and other properties, real, corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, assets including cash in hand, bank balance, investments including investments in LEE but other than those forming part of Remaining Undertaking, claims, powers, authorities, allotments, approvals, consents, letters of intent, registrations, licenses, contracts, agreements, engagements, arrangements, rights, credits, titles, interests, benefits, advantages, leasehold rights, sub-letting tenancy rights, with or without the consent of the landlord as may be required, goodwill, other intangibles, permits, authorisations, trademarks, trade names, labels, brands, patents, patent rights, copyrights, designs, and other industrial and intellectual properties and rights of any nature whatsoever including labels, designs, know-how, domain names, or any applications for the above, assignments and grants in respect thereof, import quotas and other quota rights, right to use and avail of telephones, telex, facsimile and other communication facilities, connections, installations and equipment, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds, and benefits of all agreements, arrangements, deposits, advances, recoverables and receivables, whether from government, semi-government, local authorities or any other person including customers, contractors or other counter parties, etc., all earnest monies and/or deposits, privileges, liberties, easements, advantages, benefits, exemptions permissions, and approvals of whatsoever nature (including but not limited to benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax, taxes deducted at source, minimum alternate tax etc, unutilised deposits or credits, benefits under the VAT/ Sales Tax law, VAT/ sales tax set off, unutilised deposits or credits, benefits of any unutilised MODVAT/CENVAT/Service tax credits, etc.) and wheresoever situate, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the ILCL Demerged Undertaking.
- (d) all permanent employees engaged in or in relation to the ILCL Demerged Undertaking as on the Effective Date;

- (e) all records, files, papers, engineering and process information, computer programs, computer softwares, manuals, data catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, customers credit information, customers pricing information and other records, whether in physical form or electronic form in connection with or relating to the ILCL Demerged Undertaking.

Explanation A: Whether any particular asset or employee should be included as asset or employee of the ILCL Demerged Undertaking or otherwise shall be decided mutually by the Board of Directors or any committee thereof of ILCL and FVIL;

Explanation B: For the purpose of this Scheme, it is clarified that liabilities pertaining to the ILCL Demerged Undertaking of ILCL shall comprise the liabilities, borrowings, debts and loans as agreed between ILCL and FVIL which will cover:

- (a) The liabilities, which arise out of the activities or operations of ILCL Demerged Undertaking.
- (b) Specific loans and borrowings raised, incurred and utilized solely for the activities or operation of the ILCL Demerged Undertaking.
- (c) Liabilities other than those referred to in Sub-Clauses (a) and (b) above and not directly relatable to the Remaining Undertaking of ILCL, being the amounts of general or multipurpose borrowings of ILCL shall be allocated to the ILCL Demerged Undertaking of ILCL in the same proportion which the value of the assets transferred under this Clause bears to the total value of the assets of ILCL immediately before giving effect to this Scheme. The parties shall mutually agree upon the identification of the liabilities to be transferred to FVIL as liabilities pertaining to the ILCL Demerged Undertaking.

Any question that may arise as to whether a specified liability pertains or does not pertain to the ILCL Demerged Undertaking of ILCL or whether it arises out of the activities or operations of ILCL Demerged Undertaking of ILCL shall be decided by mutual agreement between the Board of Directors or any Committee thereof of ILCL and FVIL.

- 1.9 "the FRL Demerged Undertaking" shall mean the entire business and undertaking of FRL relating to its fashion business carried on under format brands of Central, Brand Factory, Planet Sports and all and related activities as a going concern and shall include (without limitation) the following:

- (f) All the assets and properties of FRL as on the Appointed Date (hereinafter referred to as "the said assets") pertaining to the FRL Demerged Undertaking;
- (g) All the debts, liabilities, duties and obligations including contingent liabilities of FRL pertaining to the FRL Demerged Undertaking;
- (h) Without prejudice to the generality of above, the FRL Demerged Undertaking shall include the movable and immovable properties including land and building, plant and machinery, equipment, furniture, fixtures, vehicles, leasehold assets and other properties, real, corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, assets including cash in hand, bank balance, investments including investments as on the Effective Date, but other than other forming part of the Remaining Undertaking of FRL, claims, powers, authorities, allotments, approvals, consents, letters of intent, registrations, licenses, contracts, agreements, engagements, arrangements, rights, credits, titles, interests, benefits, advantages, leasehold rights, sub-letting tenancy rights, with or without the consent of the landlord as may be required, goodwill, other intangibles, permits, authorisations, trademarks, trade names, labels, brands including Central, Brand Factory, Planet Sports and aLL, patents, patent rights, copyrights, designs, and other industrial and intellectual properties and rights of any nature whatsoever including designs, know-how, domain names, or any applications for the above, assignments and grants in respect thereof, import quotas and other quota rights, right to use and avail of telephones, telex, facsimile and other communication facilities, connections, installations and equipment, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds, and benefits of all agreements, arrangements, deposits, advances, recoverables and receivables, whether from government, semi-government, local authorities or any other person including customers, contractors or other counter parties, etc., all earnest monies and/or deposits, privileges, liberties, easements, advantages, benefits, exemptions permissions, and approvals of whatsoever nature (including but not limited to benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax, taxes deducted at source, minimum alternate tax etc, unutilised deposits or credits, benefits under the VAT/ Sales Tax law, VAT/ sales tax set off, unutilised deposits or credits, benefits of any unutilised MODVAT/CENVAT/Service tax credits, etc.) and wheresoever situate, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the FRL Demerged Undertaking.

- (i) all permanent employees engaged in or in relation to the FRL Demerged Undertaking as on the Effective Date;
- (j) all records, files, papers, engineering and process information, computer programs, computer softwares, manuals, data catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, customers credit information, customers pricing information and other records, whether in physical form or electronic form in connection with or relating to the FRL Demerged Undertaking.

Explanation A: Whether any particular asset or employee should be included as asset or employee of the FRL Demerged Undertaking or otherwise shall be decided mutually by the Board of Directors or any committee thereof of FRL and FLFL;

Explanation B: For the purpose of this Scheme, it is clarified that liabilities pertaining to the FRL Demerged Undertaking of FRL shall comprise the liabilities, borrowings, debts and loans as agreed between FRL and FLFL which will cover:

- (d) The liabilities, which arise out of the activities or operations of FRL Demerged Undertaking of FRL.
- (e) Specific loans and borrowings raised, incurred and utilized solely for the activities or operation of the FRL Demerged Undertaking of FRL.
- (f) Liabilities other than those referred to in Sub-Clauses (a) and (b) above and not directly relatable to the Remaining Undertaking of FRL, being the amounts of general or multipurpose borrowings of FRL shall be allocated to the FRL Demerged Undertaking of FRL in the same proportion which the value of the assets transferred under this Clause bears to the total value of the assets of FRL immediately before giving effect to this Scheme. The parties shall mutually agree upon the identification of the liabilities to be transferred to FLFL as liabilities pertaining to the FRL Demerged Undertaking.

Any question that may arise as to whether a specified liability pertains or does not pertain to the FRL Demerged Undertaking of FRL or whether it arises out of the activities or operations of FRL Demerged Undertaking of FRL shall be decided by mutual agreement between the Board of Directors or any Committee thereof of FRL and FLFL.

1.10 "Effective Date" means the last of the date on which the conditions specified in Clause 52 of this Scheme are fulfilled with respect to a particular Part of the Scheme.

1.11 "the FVIL Demerged Undertaking" shall mean the entire business and undertaking of FVIL relating to its fashion business and related activities as a going concern and shall include (without limitation) the following:

- (a) All the assets and properties of FVIL as on the Appointed Date (hereinafter referred to as "the said assets") pertaining to the FVIL Demerged Undertaking;
- (b) All the debts, liabilities, duties and obligations including contingent liabilities of FVIL pertaining to the FVIL Demerged Undertaking;
- (c) Without prejudice to the generality of above, the FVIL Demerged Undertaking shall include the movable and immovable properties including land and building, plant and machinery, equipment, furniture, fixtures, vehicles, leasehold assets and other properties, real, corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, assets including cash in hand, bank balance, investments including investments as on the effective date, including investments in Indus-League Clothing Limited, BIBA Apparels Private Limited, AND, Designs India Limited, HOLII Accessories Private Limited, Indus Tree Crafts Private Limited and Clarks Future Footwear Limited, but other than those forming part of the Remaining Undertaking of FVIL, claims, powers, authorities, allotments, approvals, consents, letters of intent, registrations, licenses, contracts, agreements, engagements, arrangements, rights, credits, titles, interests, benefits, advantages, leasehold rights, sub-letting tenancy rights, with or without the consent of the landlord as may be required, goodwill, other intangibles, permits, authorisations, trademarks, trade names, brands, patents, patent rights, copyrights, designs, and other industrial and intellectual properties and rights of any nature whatsoever including labels, designs, know-how, domain names, or any applications for the above, assignments and grants in respect thereof, import quotas and other quota rights, right to use and avail of telephones, telex, facsimile and other communication facilities, connections, installations and equipment, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds, and benefits of all agreements, arrangements, deposits, advances, recoverables and receivables, whether from government, semi-government, local authorities or any other person including customers, contractors or other counter parties, etc., all earnest monies and/or deposits, privileges, liberties, easements, advantages, benefits, exemptions permissions, and approvals of whatsoever nature (including but not limited to benefits of tax relief including under

the Income-tax Act, 1961 such as credit for advance tax, taxes deducted at source, minimum alternate tax etc, unutilised deposits or credits, benefits under the VAT/ Sales Tax law, VAT/ sales tax set off, unutilised deposits or credits, benefits of any unutilised MODVAT/CENVAT/Service tax credits, etc.) and wheresoever situate, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the FVIL Demerged Undertaking and also including the entire business and undertaking of ILCL Demerged Undertaking and LEE along with all assets & liabilities, vested with FVIL pursuant to Part B and Part C of this Scheme.

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

Explanation A: Whether any particular asset or employee should be included as asset or employee of the FVIL Demerged Undertaking or otherwise shall be decided mutually by the Board of Directors or any committee thereof of FVIL and FLFL;

Explanation B: For the purpose of this Scheme, it is clarified that liabilities pertaining to the FVIL Demerged Undertaking of FVIL include:

- (a) The liabilities, which arise out of the activities or operations of FVIL Demerged Undertaking of FVIL.
- (b) Specific loans and borrowings raised, incurred and utilized solely for the activities or operation of the FVIL Demerged Undertaking of FVIL.
- (c) Liabilities other than those referred to in Sub-Clauses (a) and (b) above and not directly relatable to the Remaining Undertaking of FVIL, being the amounts of general or multipurpose borrowings of FVIL shall be allocated to the FVIL Demerged Undertaking of FVIL in the same proportion which the value of the assets transferred under this Clause bears to the total value of the assets of FVIL immediately before giving effect to this Scheme. The parties shall

mutually agree upon the identification of the liabilities to be transferred to FLFL as liabilities pertaining to the FVIL Demerged Undertaking.

Any question that may arise as to whether a specified liability pertains or does not pertain to the FVIL Demerged Undertaking of FVIL or whether it arises out of the activities or operations of FVIL Demerged Undertaking of FVIL shall be decided by mutual agreement between the Board of Directors or any Committee thereof of FVIL and FLFL.

1.12 "ILCL" means Indus-League Clothing Limited, a Company incorporated under the Act and having its Registered Office at Knowledge House, Shyam Nagar, Opp. Jogeshwari-Vikhroli Link Road, Jogeshwari (East), Mumbai – 400060, Maharashtra.

1.13 "LEE" or "Amalgamating Company" means Lee Cooper (India) Limited, a Company incorporated under the Act and having its Registered Office at Knowledge House, Shyam Nagar, Opp. Jogeshwari-Vikhroli Link Road, Jogeshwari (East), Mumbai – 400060, Maharashtra.

1.14 "FRL" means Future Retail Limited, a company incorporated under the Act and having its registered office at Knowledge House, Off. Shyam Nagar, Jogeshwari Vikhroli Link Road, Jogeshwari (East), Mumbai 400060.

1.15 "FRL DVRs" shall mean equity shares of FRL classified as Class B shares (Series 1) of par value of Rs 2/- each with every four FRL DVRs having voting rights equal to three FRL Equity Shares, and every FRL DVR having the right to receive 2% additional dividend than every FRL Equity Share;

1.16 "FRL DVR Shareholders" shall mean the shareholders of FRL holding FRL DVRs;

1.17 "FRL Equity Shares" shall mean equity shares of FRL having a par value of Rs. 2/- each and having one vote each;

1.18 "FRL Equity Shareholders" shall mean the shareholders of FRL holding FRL Equity Shares;

1.19 "Record Date" means:

1.19.1 For the Purposes of Part B of the Scheme, the Effective Date;

1.19.2 For the Purposes of Part D of the Scheme, such date to be mutually fixed by the Board of Directors of FLFL and FRL or any committee / person duly authorized by the respective Board of Directors, after the Effective Date, to determine the members of FRL to whom equity shares of FLFL will be allotted pursuant to Part D of this Scheme;

- 1.19.3 For the Purposes of Part E of the Scheme, such date to be mutually fixed by the Board of Directors of FLFL and FVIL or any committee / person duly authorized by the respective Board of Directors, after the Effective Date, to determine the members of FVIL to whom equity shares of FLFL will be allotted pursuant to Part E of this Scheme.
- 1.19.4 For the Purposes of Part F of the Scheme, such date to be fixed by the Board of Directors of FVIL or any committee / person duly authorized by the Board of Directors, after the Effective Date, to determine the members of FVIL whose shares shall be cancelled pursuant to Part F this Scheme. It is clarified that the Record Date for the purposes of Part F shall be on or after the record date for Part E.
- 1.20 "Remaining Undertaking of ILCL" means all business and undertaking of ILCL other than the ILCL Demerged Undertaking but including investments in Celio Future Fashion Limited, Turtle Limited, Etam Future Fashions Private Limited and SSIPL Retail Limited.
- 1.21 "Remaining Undertaking of FVIL" means all business and undertaking of FVIL other than the FVIL Demerged Undertaking.
- 1.22 "Remaining Undertaking of FRL" means all business and undertaking of FRL other than the FRL Demerged Undertaking.
- 1.23 "Scheme" or "the Scheme" or "this Scheme" means this Composite Scheme of Arrangement and Amalgamation in its present form or with any modification(s) as approved or directed by the High Court of Judicature at Bombay.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contract Regulations Act, 1956, the SEBI Act, 1992, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modifications or re-enactment thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court of Judicature at Bombay, shall be effective from the Appointed Date but shall be operative from the Effective Date.

3. SHARE CAPITAL

3.1 The share capital of LEE as at September 30, 2012 was as under:

Share Capital	Amount in Rs.
<u>Authorized Share Capital</u>	
1,800,000 Equity shares of Rs. 10 each	18,000,000
16,200,000 Non Cumulative Preference Shares of Rs. 10 each redeemable within 20 years	162,000,000
TOTAL	180,000,000
<u>Issued, subscribed and paid-up Share Capital</u>	
1,800,000 Equity shares of Rs. 10 each	18,000,000
8,200,000 Non Cumulative Preference Shares of Rs. 10 each redeemable within 20 years	82,000,000
TOTAL	100,000,000

There has been no change in the capital structure of Lee subsequent to above. The entire equity capital of Lee is held by ILCL.

3.2 The share capital of ILCL as at September 30, 2012 was as under:

Share Capital	Rupees
<u>Authorized Share Capital</u>	
60,000,000 Equity Shares of Rs.10 each	600,000,000
TOTAL	600,000,000
<u>Issued, subscribed and paid-up Share Capital</u>	
30,328,227 Equity shares of Rs. 10 each fully paid up	303,282,270
TOTAL	303,282,270

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

3.3 The share capital of FRL as at September 30, 2012 is as under:

Particulars	Amount (Rs.)
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<u>Authorised</u>	
50,00,00,000 equity shares of Rs 2 each (divided into 45,00,00,000 FRL Equity Shares and 5,00,00,000 FRL DVRs)	100,00,00,000
30,00,000 0.01% Compulsory Convertible Preference Shares of Rs.100/- each	30,00,00,000
<u>Issued Subscribed and Paid Up</u>	
ISSUED	463,187,982
23,15,93,991 equity shares of Rs 2 each (divided into 21,56,64,839 FRL Equity Shares and 1,59,29,152 FRL DVRs)	
SUBSCRIBED & PAID UP CAPITAL	
23,15,82,591 equity shares of Rs 2 each (divided into 21,56,53,439 FRL Equity Shares and 1,59,29,152 FRL DVRs)	463,165,182

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

3.4 The share capital of FLFL as at September 30, 2012 is as under:

<u>Particulars</u>	<u>Amount (Rs.)</u>
<u>Authorised</u>	5,00,000
(50,000 Equity Shares of Rs.10/- each)	
<u>Issued Subscribed and Paid Up</u>	5,00,000
(50,000 Equity Shares of Rs.10/- each)	

Subsequent to above date, FLFL has increased its Authorised Share Capital to Rs.50,00,00,000 (Rupees Fifty Crore only) divided into 5,00,00,000 equity shares of of

Rs.10/- each. Further, FLFL has sub-divided its share capital from Rs.50,00,00,000/- (Rupees Fifty Crore only) divided into 5,00,00,000 (Five Crore) equity shares of Rs.10/- each to Rs.50,00,00,000/- (Rupees Fifty Crore only) divided into 25,00,00,000 (Twenty Five Crore only) equity shares of Rs.2/- each.

Subsequent to the above date, FLFL has issued and allotted 2,54,81,399 equity shares of Rs.2/- each to FRL aggregating to Rs.5,09,62,798/- taking total paid up capital of the company to Rs.5,14,62,798/-.

The entire equity capital of FLFL is held by FRL.

3.5 The share capital of FVIL as at September 30, 2012 is as under:

<u>Particulars</u>	<u>Amount (Rs.)</u>
<u>Authorised</u>	
5,00,00,00,000 equity shares of Rs.10 each	50,00,00,00,000
<u>Issued Subscribed and Paid Up</u>	
1,57,62,43,700 equity shares of Rs.10 each fully paid up	15,76,24,37,000

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

PART B - DEMERGER OF THE ILCL DEMERGED UNDERTAKING WITH FVIL

4. TRANSFER AND VESTING OF THE ILCL DEMERGED UNDERTAKING OF ILCL

With effect from the Appointed Date, the ILCL Demerged Undertaking of ILCL shall, in accordance with Section 2(19AA) of the Income-tax Act, 1961, stand transferred to and vested in or deemed to be transferred to and vested in FVIL, as a going concern and in the following manner:

- 4.1 With effect from the Appointed Date and upon the Scheme becoming effective, the whole of the undertaking and properties of the ILCL Demerged Undertaking, shall pursuant to the provisions contained in Sections 391 to 394 and all other applicable provisions, if any, of the Act and without any further act, deed, matter or thing, stand transferred to and vested in and /

or be deemed to be transferred to and vested in FVIL so as to vest in FVIL all rights, title and interest pertaining to the ILCL Demerged Undertaking.

- (i) All the movable assets pertaining to the ILCL Demerged Undertaking, which are capable of being physically transferred including cash on hand, shall be physically handed over by delivery to FVIL to the end and intent that the property therein passes to FVIL. Such delivery and transfer shall be made on a date to be mutually agreed upon between the respective Board of Directors or Committees thereof of ILCL and FVIL;
- (ii) In respect of other assets pertaining to ILCL Demerged Undertaking including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, ILCL shall, on being so requested by FVIL, issue notices in such form as FVIL may specify stating that pursuant to this Scheme, the relevant debt, loan, advance, deposit or other asset, be paid or made good to, or be held on account of, FVIL as the person entitled thereto, to the end and intent that the right of ILCL to receive, recover or realize the same, stands transferred to FVIL and that appropriate entries should be passed in their respective books to record the aforesaid changes;
- (iii) any and all immovable properties (including land together with the buildings and structures standing thereon) of ILCL relating to the ILCL Demerged Undertaking, whether freehold or leasehold and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in FVIL, without any act or deed done by ILCL or FVIL. With effect from the Appointed Date, FVIL shall be entitled to exercise all rights and privileges and be liable to pay ground rent, municipal taxes and fulfill all obligations, in relation to or applicable to such immovable properties. The mutation of title to the immovable properties in the name of FVIL shall be made and duly recorded by the appropriate authorities pursuant to the sanction of this Scheme by the Hon'ble High Court and this Scheme becoming effective in accordance with the terms hereof without any further act or deed on part of FVIL.

- (iv) In respect of such of the assets belonging to the ILCL Demerged Undertaking other than those referred to in clause (i) to (iii), the same shall be transferred to and vested in and/or be deemed to be transferred to and vested in FVIL on the Appointed Date pursuant to the provisions of Section 394 of the Act.

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

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

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

In so far as any securities, charges, hypothecation and mortgages over the assets comprised in the ILCL Demerged Undertaking are securities for liabilities of the ILCL Remaining Undertaking, the same shall, on the Effective Date, without any further act, instrument or deed be modified to the extent that all such assets shall stand released and discharged from the obligations and security relating to the same and the securities, charges, hypothecation and mortgages shall only extend to and continue to operate against the assets retained by ILCL and shall cease to operate against any of the assets transferred to FVIL in terms of this Scheme. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above. The provisions of this Clause shall operate notwithstanding anything contained in any instrument, deed or writing or terms of sanction or issue or any security document, all of which instruments, deeds and writings shall stand modified and/or superseded by the foregoing provision.

In so far as any securities, charges, hypothecation and mortgages over the assets comprised in the ILCL Remaining Undertaking are securities for liabilities of the ILCL Demerged Undertaking, the same shall, on the Effective Date, without any further act, instrument or deed be modified to the extent that all such assets shall stand released and discharged from the obligations and security relating to the same and the securities, charges, hypothecation and mortgages shall only extend to and continue to operate against the assets transferred to FVIL and shall cease to operate against any of the assets retained in ILCL in terms of this Scheme. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above. The provisions of this Clause shall operate notwithstanding anything contained in any instrument, deed or writing or terms of sanction or issue or any security document, all of which instruments, deeds and writings shall stand modified and/or superseded by the foregoing provision.

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

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

- 4.5 It is clarified that if any assets, (estate, claims, rights, title, interest in, or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever in relation to any of the ILCL Demerged Undertaking which ILCL owns or to which ILCL is a party and which cannot be transferred to FVIL or to its successor in business, for any reason whatsoever, ILCL shall hold such assets or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of FVIL to which the ILCL Demerged Undertaking is being transferred in terms of this scheme, in so far as it is permissible so to do, till such time as the transfer is effected.

5. CONSIDERATION

- 5.1 Upon this Scheme coming into effect, in consideration of the transfer of the ILCL Demerged Undertaking by ILCL to FVIL in terms of this Scheme, FVIL shall, without any further act or deed, issue and allot to equity Shareholders whose name appears in the records of ILCL, other than FVIL (whether singly or jointly), on the Record Date, 2,17,32,971 (Two Crore seventeen lacs thirty two thousand nine hundred and seventy one) equity share of Rs. 10/- each, credited as fully paid in the capital of FVIL on a proportionate basis in the ratio of shares held by them in ILCL (the "ILCL Share Entitlement Ratio").
- 5.2 The equity shares to be issued and allotted by FVIL as per Clause 5.1 hereof shall be at par, credited as fully paid up and shall have rights attached thereto as under:
- (a) they shall in all respects, rank *pari passu* with the existing equity shares of FVIL; and
 - (b) they will be subject to the applicable provisions of the Charter Documents of FVIL.

- 5.3 Shares to be issued by FVIL pursuant to Clause 5.1 in respect of any equity shares of ILCL which are held in abeyance under the provisions of Section 206A of the Act or otherwise shall, pending allotment or settlement of dispute by order of Court or otherwise, also be held in abeyance by FVIL.
- 5.4 In so far as the issue of shares pursuant to Clause 5.1 is concerned, the same shall be issued and allotted in dematerialized form to those equity shareholders who hold equity Shares in ILCL in dematerialized form, in to the account with the Depository Participant in which the equity shares of ILCL are held or such other account with the Depository Participant as is intimated by the equity shareholders to FVIL before the Record Date. All those equity shareholders of ILCL who hold equity Shares of ILCL in physical form shall also have the option to receive the shares, as the case may be, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to FVIL before the Record Date. In the event that FVIL has received notice from any equity shareholder of ILCL that equity shares are to be issued in physical form or if any member has not provided the requisite details relating to his/her /its account with a Depository Participant or other confirmations as may be required or if the details furnished by any member do not permit electronic credit of the shares of FVIL, then FVIL shall issue equity shares of FVIL, in accordance with the ILCL Share Entitlement Ratio, as the case may be, in physical form to such equity Shareholder.
- 5.5 In case any equity shareholder of ILCL has holding in ILCL, such that it becomes entitled to a fraction of an equity share of FVIL, FVIL shall not issue fractional share certificates to such member but shall instead, at its absolute discretion, decide to take any or a combination of the following actions:
- (a) Consolidate such fractions and issue consolidated shares to a trustee nominated by FVIL in that behalf, who shall, sell such shares and distribute the net sale proceeds (after deduction of applicable taxes and other expenses incurred) to the shareholders respectively entitled to the same in proportion to their fractional entitlements;
 - (b) Round off all fractional entitlements to the next whole number above the fractional entitlement and issue such number of securities to the relevant shareholder;
 - (c) Deal with such fractional entitlements in such other manner as they may deem to be in the best interests of the shareholders of ILCL and FVIL.
- 5.6 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of ILCL, the board of directors or any committee thereof of ILCL shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to

effectuate such a transfer in ILCL as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transfer of the share in ILCL and in relation to the shares issued by FVIL after the effectiveness of this Scheme. The board of directors of ILCL and FVIL shall be empowered to jointly remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in FVIL on account of difficulties faced in the transaction period.

- 5.7 The shares issued by FVIL in terms of Clause 5.1 of this Scheme and the shares held by shareholders of FVIL prior to such issuance will be listed and / or admitted to trading on the Stock Exchanges, where the shares of FVIL are listed and / or admitted to trading and all necessary applications will be made in this respect by FVIL.
- 5.8 Approval of this Scheme by the shareholders of FVIL shall be deemed to be the due compliance of the provisions of Section 81(1A) and the other relevant and applicable provisions of the Act for the issue and allotment of equity shares by FVIL to the equity shareholders of ILCL, as provided in this Scheme.

6. TREATMENT IN THE BOOKS OF FVIL

- 6.1 Upon the Scheme becoming effective and from the Appointed Date, FVIL shall record the assets and liabilities pertaining to the ILCL Demerged Undertaking at their respective book values.
- 6.2 The aggregate face value of shares issued by FVIL pursuant to this Part shall be recorded as Share Capital
- 6.3 The difference between the value of assets and liabilities arising pursuant to Clause 6.1, after adjustment pursuant to Clause 6.2 and reduction in value of investments in ILCL as on the Appointed Date, shall be debited to Goodwill or credited to Capital Reserve as the case may be. Further, it is clarified that any further investment made in ILCL after the Appointed Date but prior to the Effective Date, to the extent of difference between such further investment and the incremental net asset value, shall be debited to Goodwill.

7. ACCOUNTING TREATMENT IN THE BOOKS OF ILCL

- 7.1 Upon the Scheme becoming effective and from the Appointed Date, ILCL shall reduce from its books, the book value of assets and liabilities transferred as part of the ILCL Demerged Undertaking to FVIL, pursuant to the Scheme.
- 7.2 The face value per share of ILCL shall be reduced to Re.1 per share & the credit arising on the same shall be credited to Capital Reserve

- 7.3 The difference in the book value of assets and the book value of liabilities transferred pursuant to the Scheme shall be debited to the Securities Premium Account / Capital Reserve/ P & L account or credited to Capital Reserve, as the case may be.
- 7.4 The application and reduction, if any, of the Securities Premium Account and Share Capital of ILCL as above, shall be effected as an integral part of the Scheme itself in accordance with the provisions of Sections 78 read with Sections 100 to 103 of the Act. However as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital, the provisions of Section 101 of the Act are not applicable. Therefore no order under section 102 of the Act confirming the reduction shall be required.

8. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

- 8.1 ILCL in respect of the ILCL Demerged Undertaking, shall carry on and be deemed to have been carrying on the business and activities and shall stand possessed of and hold all of its properties and assets for and on account of and in trust for FVIL. ILCL hereby undertakes to hold the said assets with utmost prudence until the Effective Date;
- 8.2 With effect from the Appointed Date, All the profits or income accruing or arising to ILCL in respect of the ILCL Demerged Undertaking or expenditure or losses arising to or incurred by ILCL in respect of the ILCL Demerged Undertaking, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of FVIL;
- 8.3 ILCL in respect of the ILCL Demerged Undertaking shall carry on the business and activities with reasonable diligence, business prudence and shall not without the prior written consent of FVIL, alienate, charge, mortgage, encumber or otherwise deal with or dispose off the ILCL Demerged Undertaking or any part thereof except in respect of activities in the ordinary course of business nor shall it undertake any new businesses within the ILCL Demerged Undertaking or a substantial expansion of the ILCL Demerged Undertaking;
- 8.4 ILCL shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of FVIL.
- 8.5 Further, investments made by ILCL from the Appointed Date till the Effective Date shall also be deemed to be investment made on behalf of FVIL.

9. DECLARATION OF DIVIDEND

- 9.1 For the avoidance of doubt it is hereby clarified that nothing in this Scheme shall prevent FVIL from declaring and paying dividends, whether interim or final, to its equity shareholders as on the record date for the purpose of any such dividend.
- 9.2 ILCL shall not utilize the profits or income, if any, relating to the ILCL Demerged Undertaking for the purpose of declaring or paying any dividend to its shareholders or for any other purpose in respect of the period falling on and after the Appointed Date, without the prior written consent of the Board of Directors of FVIL.

10. LEGAL PROCEEDINGS

- 10.1 All legal proceedings of whatsoever nature by or against ILCL pending and/or arising before the Effective Date and relating to the ILCL Demerged Undertaking, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against FVIL, as the case may be in the same manner and to the same extent as would or might have been continued and enforced by or against ILCL.
- 10.2 After the Effective Date, if any proceedings are taken against ILCL in respect of the matters referred to in the sub-clause 10.1 above, it shall defend the same at the cost of FVIL, and FVIL shall reimburse and indemnify ILCL against all liabilities and obligations incurred by ILCL in respect thereof.
- 10.3 FVIL undertakes to have all respective legal or other proceedings initiated by or against ILCL referred to in Clauses 10.1 or 10.2 above transferred into its name and to have the same continued, prosecuted and enforced by or against FVIL as the case may be, to the exclusion of ILCL.

11. CONTRACTS, DEEDS, ETC.

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

by or against FVIL as fully and effectually as if, instead of ILCL, FVIL had been a party thereto.

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

12. SAVING OF CONCLUDED TRANSACTIONS

- 12.1 The transfer of assets, properties and liabilities above and the continuance of proceedings by or against FVIL above shall not affect any transaction or proceedings already concluded in ILCL, in relation to the ILCL Demerged Undertaking on or after the Appointed Date till the Effective Date, to the end and intent that FVIL accepts and adopts all acts, deeds and things done and executed by ILCL, in relation to the ILCL Demerged Undertaking in respect thereof as done and executed on their behalf.

13. STAFF, WORKMEN & EMPLOYEES

- 13.1 Upon the coming into effect of this Scheme, all employees of ILCL engaged in or in relation to the ILCL Demerged Undertaking and who are in such employment as on the Effective Date shall become the employees of FVIL from Appointed Date or their respective joining date, whichever is later and, subject to the provisions of this Scheme, on terms and conditions not less favorable than those on which they are engaged by ILCL and without any interruption of or break in service as a result of the transfer of the ILCL Demerged Undertaking.
- 13.2 In so far as the existing provident fund, gratuity fund and pension and/or superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by ILCL for the employees related to the ILCL Demerged Undertaking (collectively referred to as the "Funds"), the Funds and such of the investments made by the Funds which are referable to the employees related to the ILCL Demerged Undertaking being transferred to FVIL, in terms of the Scheme shall be transferred to FVIL and shall be held for their benefit pursuant to this

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

- 13.3 Any question that may arise as to whether any employee belongs to or does not belong to the ILCL Demerged Undertaking shall be decided by the Board of Directors or Committee thereof of ILCL.

14. REMAINING UNDERTAKING OF ILCL

- 14.1 It is clarified that, the Remaining Undertaking of ILCL shall continue with ILCL as follows:

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

- 14.2 With effect from the Appointed Date and including the Effective Date –

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

- (b) all profit accruing to ILCL thereon or losses arising or incurred by it relating to the Remaining Undertaking of ILCL shall, for all purposes, be treated as the profit, or losses, as the case may be, of ILCL.

15. TAX CREDITS

- 15.1 FVIL will be the successors of ILCL vis-à-vis the ILCL Demerged Undertaking. Hence, it will be deemed that the benefit of any tax credits whether central, state or local, availed vis-à-vis the ILCL Demerged Undertaking and the obligations if any for payment of the tax on any assets forming part of the ILCL Demerged Undertaking or their erection and / or installation, etc. shall be deemed to have been availed by FVIL or as the case may be deemed to be the obligations of FVIL. Consequently, and as the Scheme does not contemplate removal of any asset by FVIL from the premises in which it is installed, no reversal of any tax credit needs to be made or is required to be made by ILCL.
- 15.2 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/receivable by ILCL relating to the ILCL Demerged Undertaking including all or any refunds/credit/claims relating thereto shall be treated as the asset/liability or refunds/credit/claims, as the case may be, of FVIL.

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

PART C - MERGER OF LEE WITH FVIL

16. TRANSFER AND VESTING OF UNDERTAKING OF LEE

After transfer and vesting of the ILCL Demerged Undertaking into FVIL, with effect from the Appointed Date and upon coming into effect of the Scheme, the entire business and undertaking of LEE shall in accordance with Section 2(1B) of the Income-tax Act, 1961, stand

transferred to and vested in or deemed to be transferred to and vested in FVIL, as a going concern and in the following manner:

16.1 With effect from the Appointed Date and upon the Scheme becoming effective, the whole of the undertaking and properties of LEE, shall pursuant to the provisions contained in Sections 391 to 394 and all other applicable provisions, if any, of the Act and without any further act, deed, matter or thing, stand transferred to and vested in and / or be deemed to be transferred to and vested in FVIL so as to vest in FVIL all rights, title and interest pertaining to LEE.

- (i) All the movable assets pertaining to LEE, which are capable of being physically transferred including cash on hand, shall be physically handed over by delivery to FVIL to the end and intent that the property therein passes to FVIL. Such delivery and transfer shall be made on a date to be mutually agreed upon between the respective Board of Directors or Committees thereof of LEE and FVIL;
- (ii) In respect of other assets pertaining to LEE including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, FVIL, may issue notices stating that pursuant to this Scheme, the relevant debt, loan, advance, deposit or other asset, be paid or made good to, or be held on account of, FVIL as the person entitled thereto, to the end and intent that the right of LEE to receive, recover or realize the same, stands transferred to FVIL and that appropriate entries should be passed in their respective books to record the aforesaid changes;
- (iii) any and all immovable properties (including land together with the buildings and structures standing thereon) of LEE, whether freehold or leasehold and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in FVIL, without any act or deed done by LEE or FVIL. With effect from the Appointed Date, FVIL shall be entitled to exercise all rights and privileges and be liable to pay ground rent, municipal taxes and fulfill all obligations, in relation to or applicable to such immovable properties. The mutation of title to the immovable properties in the name of FVIL shall be made and duly recorded by the appropriate authorities pursuant to the sanction of this Scheme by the Hon'ble High Court and this Scheme becoming effective in accordance with the terms hereof without any further act or deed on part of FVIL

- (iv) In respect of such of the assets belonging to LEE other than those referred to in clause (i) to (iii), the same shall be transferred to and vested in and/or be deemed to be transferred to and vested in FVIL on the Appointed Date pursuant to the provisions of Section 394 of the Act.

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

16.3 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions or approvals or consents held by LEE shall stand vested in or transferred to FVIL without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of FVIL and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents shall vest in and become available to FVIL as if they were originally obtained by FVIL. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any Government bouy, local authority or by any other person, or availed of by LEE, are concerned, the same shall vest with and be available to FVIL on the same terms and conditions as applicable to LEE, as if the same had been allotted and/or granted and/or sanctioned and/or allowed to FVIL.

16.4 The transfer and vesting of the entire business and undertaking of LEE as aforesaid shall be subject to the existing securities, charges, mortgages, if any, in respect of any assets of LEE.

Provided always that the Scheme shall not operate to enlarge the security for any loan, deposit or facility availed of by LEE and FVIL shall not be obliged to create any further or additional security thereof after the Effective Date or otherwise.

17. CONSIDERATION

- 17.1 Since the entire share capital of LEE is held by ILCL and consequently, pursuant to Part B of this Scheme, the entire share capital of LEE shall be held by FVIL, no shares or consideration shall be issued / payable pursuant to this Part of the Scheme.

18. ACCOUNTING TREATMENT IN THE BOOKS OF FVIL

- 18.1 Upon the Scheme becoming effective and from the Appointed Date, FVIL shall record the assets and liabilities pertaining to LEE at their respective fair values;
- 18.2 Intercompany balances shall stand cancelled;
- 18.3 The difference between the value of assets and liabilities recorded pursuant to Clause 18.1 and the value of investment in Lee as reflected in the books of ILCL as on the Appointed Date and vested in FVIL pursuant to Part B of this Scheme shall be debited to Goodwill or credited to Capital Reserve as the case may be. Further, it is clarified that any further investment made in LEE after the Appointed Date but prior to the Effective Date, to the extent of difference between such further investment and the incremental net asset value, shall be debited to Goodwill.

19. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

- 19.1 LEE, shall carry on and be deemed to have been carrying on the business and activities and shall stand possessed of and hold all of its properties and assets for and on account of and in trust for FVIL. LEE hereby undertake to hold the said assets with utmost prudence until the Effective Date;
- 19.2 With effect from the Appointed Date, all the profits or income accruing or arising to LEE or expenditure or losses arising to or incurred by LEE, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of FVIL;
- 19.3 LEE shall carry on the business and activities with reasonable diligence, business prudence and shall not without the prior written consent of FVIL, alienate, charge, mortgage, encumber or otherwise deal with or dispose any asset except in respect of activities in the ordinary course of business
- 19.4 LEE shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of FVIL.

20. DECLARATION OF DIVIDEND

- 20.1 For the avoidance of doubt it is hereby clarified that nothing in this Scheme shall prevent FVIL from declaring and paying dividends, whether interim or final, to its equity shareholders as on the record date for the purpose of any such dividend.
- 20.2 LEE shall not utilize the profits or income, if any, for the purpose of declaring or paying any dividend to its shareholders or for any other purpose in respect of the period falling on and after the Appointed Date, without the prior written consent of the Board of Directors of FVIL.

21. LEGAL PROCEEDINGS

- 21.1 All legal proceedings of whatsoever nature by or against LEE pending and/or arising before the Effective Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against FVIL, as the case may be in the same manner and to the same extent as would or might have been continued and enforced by or against LEE.
- 21.2 FVIL shall have all legal or other proceedings initiated by or against LEE transferred into its name and to have the same continued, prosecuted and enforced by or against FVIL.

22. CONTRACTS, DEEDS, ETC.

- 22.1 Notwithstanding anything to the contrary contained in the contract, deed, bond, agreement or any other instrument, but subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature and subsisting or having effect on the Effective Date, shall continue in full force and effect against or in favour of FVIL and may be enforced effectively by or against FVIL as fully and effectually as if, instead of LEE, FVIL had been a party thereto.
- 22.2 FVIL, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which LEE are a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. FVIL shall, be deemed to be authorised to execute any such writings on behalf of LEE and to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of LEE.



23. SAVING OF CONCLUDED TRANSACTIONS

- 23.1 The transfer of assets, properties and liabilities above and the continuance of proceedings by or against FVIL above shall not affect any transaction or proceedings already concluded in LEE, on or after the Appointed Date till the Effective Date, to the end and intent that FVIL accepts and adopts all acts, deeds and things done and executed by LEE, in respect thereto as done and executed on its behalf.

24. STAFF, WORKMEN & EMPLOYEES

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

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

25. TAX CREDITS

- 25.1 FVIL will be the successor of LEE. Hence, it will be deemed that the benefit of any tax credits whether central, state or local, availed by LEE and the obligations if any for payment of the tax on any assets of LEE or their erection and / or installation, etc. shall be deemed to have been availed by FVIL or as the case may be deemed to be the obligations of FVIL. Consequently, and as the Scheme does not contemplate removal of any asset by FVIL from the premises in which it is installed, no reversal of any tax credit needs to be made.
- 25.2 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/receivable by LEE including all or any refunds/credit/claims relating thereto shall be treated as the asset/liability or refunds/credit/claims, as the case may be, of FVIL.
- 25.3 FVIL is expressly permitted to revise its tax returns including tax deducted at source (TDS) certificates/ returns and to claim refunds, advance tax credits, excise and service tax credits, set off, etc., on the basis of the accounts of LEE as vested with FVIL upon coming into effect of this Scheme, and its right to make such revisions in the related tax returns and related certificates, as applicable, and the right to claim refunds, adjustments, credits, set-offs, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly reserved.

26. WINDING UP OF LEE

- 26.1 On and from the Effective Date LEE shall stand dissolved without being wound up.

PART D – DEMERGER OF THE FRL DEMERGED UNDERTAKING OF FRL

27. TRANSFER AND VESTING OF FRL DEMERGED UNDERTAKING OF FRL

With effect from the Appointed Date, the FRL Demerged Undertaking of FRL shall, in accordance with Section 2(19AA) of the Income-tax Act, 1961, stand transferred to and vested in or deemed to be transferred to and vested in FLFL, as a going concern and in the following manner:

- 27.1 With effect from the Appointed Date and upon the Scheme becoming effective, the whole of the undertaking and properties of the FRL Demerged Undertaking, shall pursuant to the provisions contained in Sections 391 to 394 and all other applicable provisions, if any, of the Act and without any further act, deed, matter or thing, stand transferred to and vested in and /

or be deemed to be transferred to and vested in FLFL so as to vest in FLFL all rights, title and interest pertaining to the FRL Demerged Undertaking.

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- (i) All the movable assets pertaining to the FRL Demerged Undertaking, which are capable of being physically transferred including cash on hand, shall be physically handed over by delivery to FLFL to the end and intent that the property therein passes to FLFL. Such delivery and transfer shall be made on a date to be mutually agreed upon between the respective Board of Directors or Committees thereof of FRL and FLFL;
 - (ii) In respect of other assets pertaining to the FRL Demerged Undertaking including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, FRL shall, on being so requested by FLFL, issue notices in such form as FLFL may specify stating that pursuant to this Scheme, the relevant debt, loan, advance, deposit or other asset, be paid or made good to, or be held on account of, FLFL as the person entitled thereto, to the end and intent that the right of FRL to receive, recover or realize the same, stands transferred to FLFL and that appropriate entries should be passed in their respective books to record the aforesaid changes;
 - (iii) any and all immovable properties (including land together with the buildings and structures standing thereon) of FRL relating to the FRL Demerged Undertaking, whether freehold or leasehold and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in FLFL, without any act or deed done by FRL or FLFL. With effect from the Appointed Date, FLFL shall be entitled to exercise all rights and privileges and be liable to pay ground rent, municipal taxes and fulfill all obligations, in relation to or applicable to such immovable properties. The mutation of title to the immovable properties in the name of FLFL shall be made and duly recorded by the appropriate authorities pursuant to the sanction of this Scheme by the Hon'ble High Court and this Scheme becoming effective in accordance with the terms hereof without any further act or deed on part of FLFL

- (iv) In respect of such of the assets belonging to the FRL Demerged Undertaking other than those referred to in clause (i) to (iii), the same shall be transferred to and vested in and/or be deemed to be transferred to and vested in FLFL on the Appointed Date pursuant to the provisions of Section 394 of the Act.

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

In so far as any securities, charges, hypothecation and mortgages over the assets comprised in the FRL Demerged Undertaking are securities for liabilities of the FRL Remaining Undertaking, the same shall, on the Effective Date, without any further act, instrument or deed be modified to the extent that all such assets shall stand released and discharged from the obligations and security relating to the same and the securities, charges, hypothecation and mortgages shall only extend to and continue to operate against the assets retained by FRL and shall cease to operate against any of the assets transferred to FLFL in terms of this Scheme. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above. The provisions of this Clause shall operate notwithstanding anything contained in any instrument, deed or writing or terms of sanction or issue or any security document, all of which instruments, deeds and writings shall stand modified and/or superseded by the foregoing provision.

In so far as any securities, charges, hypothecation and mortgages over the assets comprised in the FRL Remaining Undertaking are securities for liabilities of the FRL Demerged Undertaking, the same shall, on the Effective Date, without any further act, instrument or deed be modified to the extent that all such assets shall stand released and discharged from the obligations and security relating to the same and the securities, charges, hypothecation and mortgages shall only extend to and continue to operate against the assets transferred to FLFL and shall cease to operate against any of the assets retained in FRL in terms of this Scheme.

The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above. The provisions of this Clause shall operate notwithstanding anything contained in any instrument, deed or writing or terms of sanction or issue or any security document, all of which instruments, deeds and writings shall stand modified and/or superseded by the foregoing provision.

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

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

- 27.3 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions or approvals or consents held by FRL required to carry on operations of the FRL Demerged Undertaking shall stand vested in or transferred to FLFL without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of FLFL and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents shall vest in and become available to FLFL as if they were originally obtained by FLFL. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person,

or availed of by FRL relating to the FRL Demerged Undertaking, are concerned, the same shall vest with and be available to FLFL on the same terms and conditions as applicable to FRL, as if the same had been allotted and/or granted and/or sanctioned and/or allowed to FLFL.

- 27.4 The transfer and vesting of the FRL Demerged Undertaking as aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof relating to the FRL Demerged Undertaking to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the FRL Demerged Undertaking.
- 27.5 It is clarified that if any assets, (estate, claims, rights, title, interest in, or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever in relation to any of the FRL Demerged Undertaking which FRL owns or to which FRL is a party and which cannot be transferred to FLFL for any reason whatsoever, FRL shall hold such assets or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of FLFL to which the FRL Demerged Undertaking is being transferred in terms of this scheme, in so far as it is permissible so to do, till such time as the transfer is effected.

28. CONSIDERATION

- 28.1 Upon this Scheme coming into effect, in consideration of the transfer of the FRL Demerged Undertaking by FRL to FLFL in terms of this Scheme, FLFL shall, without any further act or deed, issue and allot to each Shareholders whose name appears in the records of FRL or as beneficiary in the records of the depositories of FRL in respect of the shares of FRL on the Record Date, 1 (One) equity share of Rs. 2/- each, credited as fully paid in the capital of FLFL, for every 3 (Three) fully paid up FRL Equity Shares/ FRL DVRs held by them in FRL (the "FRL Share Entitlement Ratio").
- 28.2 The equity shares to be issued and allotted by FLFL as per Clause 28 hereof shall be at par, credited as fully paid up and shall have rights attached thereto as under:
- (a) they shall in all respects, rank *pari passu* with the existing equity shares of FLFL; and
 - (b) they will be subject to the applicable provisions of the Charter Documents of FLFL.
- 28.3 Shares to be issued by FLFL pursuant to Clause 28 in respect of any FRL Equity Shares and FRL DVRs which are held in abeyance under the provisions of Section 205A of the Act or

otherwise shall, pending allotment or settlement of dispute by order of Court or otherwise, also be held in abeyance by FLFL.

28.4 In so far as the issue of shares pursuant to Clause 28 is concerned, the same shall be issued and allotted in dematerialized form to those FRL Equity Shareholders and FRL DVR Shareholders who hold FRL Equity Shares/ FRL DVRs in dematerialized form, in to the account with the Depository Participant in which the FRL Equity Shares/ FRL DVRs in FRL are held or such other account with the Depository Participant as is intimated by the FRL Equity Shareholders and FRL DVR Shareholders to FLFL before the Record Date. All those FRL Equity Shareholders and FRL DVR Shareholders who hold FRL Equity Shares/ FRL DVRs of FRL in physical form shall also have the option to receive the shares, as the case may be, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to FLFL before the Record Date. In the event that FLFL has received notice from any FRL Equity Shareholder/ FRL DVR Shareholder that equity shares are to be issued in physical form or if any member has not provided the requisite details relating to his/her /its account with a Depository Participant or other confirmations as may be required or if the details furnished by any member do not permit electronic credit of the shares of FLFL, then FLFL shall issue equity shares of FLFL, in accordance with the FRL Share Entitlement Ratio, as the case may be, in physical form to such FRL Equity Shareholder/ FRL DVR Shareholder.

28.5 In case any FRL Equity Shareholder/ FRL DVR Shareholder has holding in FRL, such that it becomes entitled to a fraction of an equity share of FLFL, FLFL shall not issue fractional share certificates to such member but shall instead, at its absolute discretion, decide to take any or a combination of the following actions:

- (a) Consolidate such fractions and issue consolidated shares to a trustee nominated by FLFL in that behalf, who shall, sell such shares and distribute the net sale proceeds (after deduction of applicable taxes and other expenses incurred) to the shareholders respectively entitled to the same in proportion to their fractional entitlements;
- (b) Round off all fractional entitlements to the next whole number above the fractional entitlement and issue such number of Securities to the relevant shareholder;
- (c) Deal with such fractional entitlements in such other manner as they may deem to be in the best interests of the shareholders of FRL and FLFL.

28.6 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of FRL, the board of directors or any committee thereof of FRL shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to

effectuate such a transfer in FRL as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transfer of the share in FRL and in relation to the shares issued by FLFL after the effectiveness of this Scheme. The board of directors of FRL and FLFL shall be empowered to jointly remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in FLFL on account of difficulties faced in the transaction period.

- 28.7 The shares issued by FLFL in terms of Clause 28 of this Scheme and the shares held by shareholders of FLFL prior to such issuance will be listed and / or admitted to trading on the Stock Exchanges, where the shares of FRL are listed and / or admitted to trading and all necessary applications will be made in this respect by FLFL.
- 28.8 Approval of this Scheme by the shareholders of FLFL shall be deemed to be the due compliance of the provisions of Section 81(1A) and the other relevant and applicable provisions of the Act for the issue and allotment of equity shares by FLFL to the shareholders of FRL, as provided in this Scheme.
- 28.9 The shares allotted pursuant to the Scheme shall remain frozen in the depositories system till listing/ trading permission is given by the designated stock exchange

29. ACCOUNTING TREATMENT IN THE BOOKS OF FLFL

- 29.1 Upon the Scheme becoming effective and from the Appointed Date, FLFL shall record the assets and liabilities pertaining to the FRL Demerged Undertaking at their respective book values.
- 29.2 The aggregate face value of shares issued by FLFL pursuant to this Part shall be recorded as Share Capital
- 29.3 The difference between the value of assets and liabilities arising pursuant to Clause 29.1, after adjustment pursuant to Clause 29.2, shall be credited to Capital Reserve.

30. ACCOUNTING TREATMENT IN THE BOOKS OF FRL

- 30.1 Upon the Scheme becoming effective and from the Appointed Date, FRL shall reduce from its books, the book value of assets and liabilities transferred as part of the FRL Demerged Undertaking to FLFL, pursuant to the Scheme.
- 30.2 The difference in the book value of assets and the book value of liabilities transferred pursuant to the Scheme shall be debited against the Capital Reserve.

31. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

- 31.1 FRL in respect of the FRL Demerged Undertaking, shall carry on and be deemed to have been carrying on the business and activities and shall stand possessed of and hold all of its properties and assets for and on account of and in trust for FLFL. FRL hereby undertakes to hold the said assets with utmost prudence until the Effective Date;
- 31.2 With effect from the Appointed Date, All the profits or income accruing or arising to FRL in respect of the FRL Demerged Undertaking or expenditure or losses arising to or incurred by FRL in respect of the FRL Demerged Undertaking, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of FLFL;
- 31.3 FRL in respect of the FRL Demerged Undertaking shall carry on the business and activities with reasonable diligence, business prudence and shall not without the prior written consent of FLFL, alienate, charge, mortgage, encumber or otherwise deal with or dispose off the FRL Demerged Undertaking or any part thereof except in respect of activities in the ordinary course of business nor shall it undertake any new businesses within the FRL Demerged Undertaking or a substantial expansion of FRL Demerged Undertaking;



32. DECLARATION OF DIVIDEND

- 32.1 For the avoidance of doubt it is hereby clarified that nothing in this Scheme shall prevent FLFL from declaring and paying dividends, whether interim or final, to its equity shareholders as on the record date for the purpose of any such dividend.
- 32.2 FRL shall not utilize the profits or income, if any, relating to the FRL Demerged Undertaking for the purpose of declaring or paying any dividend to its shareholders or for any other purpose in respect of the period falling on and after the Appointed Date, without the prior written consent of the Board of Directors of FLFL.

33. LEGAL PROCEEDINGS

- 33.1 All legal proceedings of whatsoever nature by or against FRL pending and/or arising before the Effective Date and relating to the FRL Demerged Undertaking, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against FLFL, as the case may be in the same manner and to the same extent as would or might have been continued and enforced by or against FRL.

33.2 After the Effective Date, if any proceedings are taken against FRL in respect of the matters referred to in the sub-clause 33.1 above, it shall defend the same at the cost of FLFL, and FLFL shall reimburse and indemnify FRL against all liabilities and obligations incurred by FRL in respect thereof.

33.3 FLFL undertakes to have all respective legal or other proceedings initiated by or against FRL referred to in Clauses 33.1 or 33.2 above transferred into its name and to have the same continued, prosecuted and enforced by or against FLFL as the case may be, to the exclusion of FRL.

34. CONTRACTS, DEEDS, ETC.

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

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

35. SAVING OF CONCLUDED TRANSACTIONS

35.1 The transfer of assets, properties and liabilities above and the continuance of proceedings by or against FLFL above shall not affect any transaction or proceedings already concluded in FRL, in relation to the FRL Demerged Undertaking on or after the Appointed Date till the Effective Date, to the end and intent that FLFL accepts and adopts all acts, deeds and things done and executed by FRL, in relation to the FRL Demerged Undertaking in respect thereto as done and executed on their behalf.

36. STAFF, WORKMEN & EMPLOYEES

- 36.1 Upon the coming into effect of this Scheme, all employees of FRL engaged in or in relation to the FRL Demerged Undertaking and who are in such employment as on the Effective Date shall become the employees of FLFL from Appointed Date or their respective joining date, whichever is later and, subject to the provisions of this Scheme, on terms and conditions not less favorable than those on which they are engaged by FRL and without any interruption of or break in service as a result of the transfer of the FRL Demerged Undertaking.
- 36.2 In so far as the existing provident fund, gratuity fund and pension and/or superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by FRL for the employees related to the FRL Demerged Undertaking (collectively referred to as the "Funds"), the Funds and such of the investments made by the Funds which are referable to the employees related to the FRL Demerged Undertaking being transferred to FLFL, in terms of the Scheme shall be transferred to FLFL and shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. The Funds shall, subject to the necessary approvals and permissions and at the discretion of FLFL, either be continued as separate funds of FLFL for the benefit of the employees related to FRL Demerged Undertaking or be transferred to and merged with other similar funds of FLFL. In the event that FLFL does not have its own funds in respect of any of the above, FLFL may, subject to necessary approvals and permissions, continue to contribute to relevant funds of FRL, until such time that FLFL creates its own fund, at which time the Funds and the investments and contributions pertaining to the employees related to FRL Demerged Undertaking shall be transferred to the funds created by FLFL. Subject to the relevant law, rules and regulations applicable to the Funds, the Board of Directors or any committee thereof of FRL and FLFL may decide to continue to make the said contributions to the Funds of FRL. It is clarified that the services of the employees of the FRL Demerged Undertaking will be treated as having been continuous and not interrupted for the purpose of the said fund or funds.
- 36.3 Any question that may arise as to whether any employee belongs to or does not belong to the FRL Demerged Undertaking shall be decided by the Board of Directors or Committee thereof of FRL.
- 36.4 In respect of the stock options outstanding under the FRL Employees Stock Option Plan/(s) in the hands of the employees of the FRL Demerged Undertaking, it is hereby clarified that the options which have been granted but have not vested in the employees of the FRL Demerged Undertaking as of the Effective Date would lapse. FLFL will put in place a suitable stock option scheme on terms and conditions not less favourable to the employees than those of the FRL Stock Option Scheme which will be offered to such employees of the FRL

Demerged Undertaking whose options under the FRL Stock Option Scheme have lapsed pursuant to this Clause. The options under the FRL Stock Option Scheme which, as of the Effective Date, have been vested in employees of the FRL Demerged Undertaking but have not been exercised, would be appropriately adjusted in FRL / would be issued options in FLFL under the such that the economic benefit on such options as have been vested in the hands of the employee remains same.

- 36.5 For the avoidance of doubt it is hereby clarified that upon the coming into effect of this Scheme, the options granted and / or vested, under and pursuant to the FRL Stock Option Scheme to the employees of the Remaining Undertaking of FRL as of the Effective Date would continue and the exercise price of such options or number of options to be vested would be suitably adjusted / recomputed in order to compensate the employees of FRL for reduction in the intrinsic value of FRL pursuant to the demerger of FRL Demerged Undertaking or suitable provision shall be made for issue of shares in FLFL as an when the options are exercised.

37. REMAINING BUSINESS OF FRL

- 37.1 It is clarified that, the Remaining business of FRL shall continue with FRL as follows:

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

- 37.2 With effect from the Appointed Date and including the Effective Date –

- (a) FRL shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Remaining business of FRL for and on its own behalf;
- (b) all profit accruing to FRL thereon or losses arising or incurred by it relating to the Remaining business of FRL shall, for all purposes, be treated as the profit, or losses, as the case may be, of FRL.

38. TAX CREDITS

- 38.1 FLFL will be the successors of FRL vis-à-vis the FRL Demerged Undertaking. Hence, it will be deemed that the benefit of any tax credits whether central, state or local, availed vis-à-vis the FRL Demerged Undertaking and the obligations if any for payment of the tax on any assets forming part of FRL Demerged Undertaking or their erection and / or installation, etc. shall be deemed to have been availed by FLFL or as the case may be deemed to be the obligations of FLFL. Consequently, and as the Scheme does not contemplate removal of any asset by FLFL from the premises in which it is installed, no reversal of any tax credit needs to be made or is required to be made by FRL.
- 38.2 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/receivable by FRL relating to the FRL Demerged Undertaking including all or any refunds/credit/claims relating thereto shall be treated as the asset/liability or refunds/credit/claims, as the case may be, of FLFL.
- 38.3 FRL and FLFL are expressly permitted to revise their respective tax returns including tax deducted at source (TDS) certificates/ returns and to claim refunds, advance tax credits, excise and service tax credits, set off, etc., on the basis of the accounts of the FRL Demerged Undertaking of FRL as vested with FLFL upon coming into effect of this Scheme, and its right to make such revisions in the related tax returns and related certificates, as applicable, and the right to claim refunds, adjustments, credits, set-offs, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly reserved.

PART E -- DEMERGER OF THE FVIL DEMERGED UNDERTAKING OF FVIL

39. TRANSFER AND VESTING OF FVIL DEMERGED UNDERTAKING OF FVIL

After the transfer and vesting of the ILCL Demerged Undertaking and merger of LEE with FVIL and the transfer and vesting of the FRL Demerged Undertaking into FLFL, with effect from the Appointed Date and upon the coming into effect of the Scheme, the FVIL Demerged Undertaking of FVIL shall, in accordance with Section 2(19AA) of the Income-tax Act, 1961, stand transferred to and vested in or deemed to be transferred to and vested in FLFL, as a going concern and in the following manner:

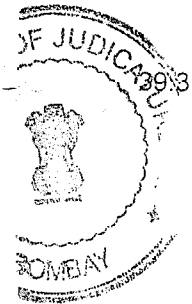
- 39.1 With effect from the Appointed Date and upon the Scheme becoming effective, the whole of the undertaking and properties of the FVIL Demerged Undertaking, shall pursuant to the provisions contained in Sections 391 to 394 and all other applicable provisions, if any, of the Act and without any further act, deed, matter or thing, stand transferred to and vested in and /

or be deemed to be transferred to and vested in FLFL so as to vest in FLFL all rights, title and interest pertaining to the FVIL Demerged Undertaking.

- (i) All the movable assets pertaining to the FVIL Demerged Undertaking, which are capable of being physically transferred including cash on hand, shall be physically handed over by delivery to FLFL to the end and intent that the property therein passes to FLFL. Such delivery and transfer shall be made on a date to be mutually agreed upon between the respective Board of Directors or Committees thereof of FVIL and FLFL;
- (ii) In respect of other assets pertaining to FVIL Demerged Undertaking including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, FVIL shall, on being so requested by FLFL, issue notices in such form as FLFL may specify stating that pursuant to this Scheme, the relevant debt, loan, advance, deposit or other asset, be paid or made good to, or be held on account of, FLFL as the person entitled thereto, to the end and intent that the right of FVIL to receive, recover or realize the same, stands transferred to FLFL and that appropriate entries should be passed in their respective books to record the aforesaid changes;
- (iii) any and all immovable properties (including land together with the buildings and structures standing thereon) of FVIL relating to the FVIL Demerged Undertaking, whether freehold or leasehold and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in FLFL, without any act or deed done by FVIL or FLFL. With effect from the Appointed Date, FLFL shall be entitled to exercise all rights and privileges and be liable to pay ground rent, municipal taxes and fulfill all obligations, in relation to or applicable to such immovable properties. The mutation of title to the immovable properties in the name of FLFL shall be made and duly recorded by the appropriate authorities pursuant to the sanction of this Scheme by the Hon'ble High Court and this Scheme becoming effective in accordance with the terms hereof without any further act or deed on part of FLFL
- (iv) In respect of such of the assets belonging to the FVIL Demerged Undertaking other than those referred to in clause (i) to (iii), the same shall be transferred to

and vested in and/or be deemed to be transferred to and vested in FLFL on the Appointed Date pursuant to the provisions of Section 394 of the Act.

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



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

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

In so far as any securities, charges, hypothecation and mortgages over the assets comprised in the FVIL Demerged Undertaking are securities for liabilities of the FVIL Remaining

Undertaking, the same shall, on the Effective Date, without any further act, instrument or deed be modified to the extent that all such assets shall stand released and discharged from the obligations and security relating to the same and the securities, charges, hypothecation and mortgages shall only extend to and continue to operate against the assets retained by FVIL and shall cease to operate against any of the assets transferred to FLFL in terms of this Scheme. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above. The provisions of this Clause shall operate notwithstanding anything contained in any instrument, deed or writing or terms of sanction or issue or any security document, all of which instruments, deeds and writings shall stand modified and/or superseded by the foregoing provision.

In so far as any securities, charges, hypothecation and mortgages over the assets comprised in the FVIL Remaining Undertaking are securities for liabilities of the FVIL Demerged Undertaking, the same shall, on the Effective Date, without any further act, instrument or deed be modified to the extent that all such assets shall stand released and discharged from the obligations and security relating to the same and the securities, charges, hypothecation and mortgages shall only extend to and continue to operate against the assets transferred to FLFL and shall cease to operate against any of the assets retained in FVIL in terms of this Scheme. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above. The provisions of this Clause shall operate notwithstanding anything contained in any instrument, deed or writing or terms of sanction or issue or any security document, all of which instruments, deeds and writings shall stand modified and/or superseded by the foregoing provision.

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

Provided further that all the loans, advances and other facilities sanctioned to FVIL in relation to the FVIL Demerged Undertaking by its bankers and financial institutions prior to the Appointed Date, which are partly drawn or utilized may be deemed to be the loans and

advances sanctioned to FLFL and the said loans and advances shall be drawn and utilized either partly or fully by FVIL from the Appointed Date till the Effective Date and all the loans, advances and other facilities so drawn by FVIL in relation to the FVIL Demerged Undertaking (within the overall limits sanctioned by their bankers and financial institutions) shall on the Effective Date be treated as loans, advances and other facilities made available to FLFL and all the obligations of FVIL in relation to the FVIL Demerged Undertaking under any loan agreement shall be construed and shall become the obligation of FLFL without any further act or deed on the part of FLFL.

- 39.5 It is clarified that if any assets, (estate, claims, rights, title, interest in, or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever in relation to any of the FVIL Demerged Undertaking which FVIL owns or to which FVIL is a party and which cannot be transferred to FLFL for any reason whatsoever, FVIL shall hold such assets or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of FLFL to which the FVIL Demerged Undertaking is being transferred in terms of this scheme, in so far as it is permissible so to do, till such time as the transfer is effected.

40. CONSIDERATION

- 40.1 Upon this Scheme coming into effect, in consideration of the transfer of the FVIL Demerged Undertaking by FVIL to FLFL in terms of this Scheme, FLFL shall, without any further act or deed, issue and allot to each equity Shareholders whose name appears in the records of FVIL or as beneficiary in the records of the depositories of FVIL in respect of the shares of FVIL on the Record Date, 1 (One) equity share of Rs. 2/- each, credited as fully paid in the capital of FLFL, for every 31 (Thirty One) fully paid up equity shares held by them in FVIL (the "FVIL Share Entitlement Ratio").
- 40.2 The equity shares to be issued and allotted by FLFL as per Clause 40 hereof shall be at par, credited as fully paid up and shall have rights attached thereto as under:
- (c) they shall in all respects, rank *pari passu* with the existing equity shares of FLFL; and
 - (d) they will be subject to the applicable provisions of the Charter Documents of FLFL.
- 40.3 Shares to be issued by FLFL pursuant to Clause 40 in respect of any equity shares of FVIL which are held in abeyance under the provisions of Section 206A of the Act or otherwise shall, pending allotment or settlement of dispute by order of Court or otherwise, also be held in abeyance by FLFL.

- 40.4 In so far as the issue of shares pursuant to Clause 40 is concerned, the same shall be issued and allotted in dematerialized form to those equity shareholders who hold equity Shares in FVIL in dematerialized form, in to the account with the Depository Participant in which the equity shares of FVIL are held or such other account with the Depository Participant as is intimated by the equity shareholders to FLFL before the Record Date. All those equity shareholders of FVIL who hold equity Shares of FVIL in physical form shall also have the option to receive the shares, as the case may be, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to FLFL before the Record Date. In the event that FLFL has received notice from any equity shareholder of FVIL that equity shares are to be issued in physical form or if any member has not provided the requisite details relating to his/her /its account with a Depository Participant or other confirmations as may be required or if the details furnished by any member do not permit electronic credit of the shares of FLFL, then FLFL shall issue equity shares of FLFL, in accordance with the FVIL Share Entitlement Ratio, as the case may be, in physical form to such equity Shareholder.
- 40.5 In case any equity shareholder of FVIL has holding in FVIL, such that it becomes entitled to a fraction of an equity share of FLFL, FLFL shall not issue fractional share certificates to such member but shall instead, at its absolute discretion, decide to take any or a combination of the following actions:
- (a) Consolidate such fractions and issue consolidated shares to a trustee nominated by FLFL in that behalf, who shall, sell such shares and distribute the net sale proceeds (after deduction of applicable taxes and other expenses incurred) to the shareholders respectively entitled to the same in proportion to their fractional entitlements;
 - (b) Round off all fractional entitlements to the next whole number above the fractional entitlement and issue such number of Securities to the relevant shareholder;
 - (c) Deal with such fractional entitlements in such other manner as they may deem to be in the best interests of the shareholders of FVIL and FLFL.
- 40.6 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of FVIL, the board of directors or any committee thereof of FVIL shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer in FVIL as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transfer of the share in FVIL and in relation to the shares issued by FLFL after the effectiveness of this Scheme. The board of directors of FVIL and FLFL shall be empowered to jointly remove such difficulties as

may arise in the course of implementation of this Scheme and registration of new members in FLFL on account of difficulties faced in the transaction period.

- 40.7 The shares issued by FLFL in terms of Clause 40 of this Scheme and the shares held by shareholders of FLFL prior to such issuance will be listed and / or admitted to trading on the Stock Exchanges, where the shares of FVIL are listed and / or admitted to trading and all necessary applications will be made in this respect by FLFL.
- 40.8 Approval of this Scheme by the shareholders of FLFL shall be deemed to be the due compliance of the provisions of Section 81(1A) and the other relevant and applicable provisions of the Act for the issue and allotment of equity shares by FLFL to the equity shareholders of FVIL, as provided in this Scheme.
- 40.9 The shares allotted pursuant to the Scheme shall remain frozen in the depositories system till listing/ trading permission is given by the designated stock exchange

41. ACCOUNTING TREATMENT IN THE BOOKS OF FLFL

- 41.1 Upon the Scheme becoming effective and from the Appointed Date, FLFL shall record the assets and liabilities pertaining to the FVIL Demerged Undertaking at their respective book values.
- 41.2 The aggregate face value of shares issued by FLFL pursuant to this Part shall be recorded as Share Capital
- 41.3 The difference between the value of assets and liabilities arising pursuant to Clause 41.1, after adjustment pursuant to Clause 41.2, shall be credited to Capital Reserve.

42. ACCOUNTING TREATMENT IN THE BOOKS OF FVIL

- 42.1 Upon the Scheme becoming effective and from the Appointed Date, FVIL shall reduce from its books, the book value of assets and liabilities transferred as part of the FVIL Demerged Undertaking to FLFL, pursuant to the Scheme.
- 42.2 The difference in the book value of assets and the book value of liabilities transferred pursuant to the Scheme shall be debited to the Goodwill account of FVIL.

43. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

- 43.1 FVIL in respect of the FVIL Demerged Undertaking, shall carry on and be deemed to have been carrying on the business and activities and shall stand possessed of and hold all of its properties and assets for and on account of and in trust for FLFL. FVIL hereby undertakes to hold the said assets with utmost prudence until the Effective Date;

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

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

44. DECLARATION OF DIVIDEND

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

44.2 FVIL shall not utilize the profits or income, if any, relating to the FVIL Demerged Undertaking for the purpose of declaring or paying any dividend to its shareholders or for any other purpose in respect of the period falling on and after the Appointed Date, without the prior written consent of the Board of Directors of FLFL.

45. LEGAL PROCEEDINGS

45.1 All legal proceedings of whatsoever nature by or against FVIL pending and/or arising before the Effective Date and relating to the FVIL Demerged Undertaking, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against FLFL, as the case may be in the same manner and to the same extent as would or might have been continued and enforced by or against FVIL.

45.2 After the Effective Date, if any proceedings are taken against FVIL in respect of the matters referred to in the sub-clause 45.1 above, it shall defend the same at the cost of FLFL, and FLFL shall reimburse and indemnify FVIL against all liabilities and obligations incurred by FVIL in respect thereof.

45.3 FLFL undertakes to have all respective legal or other proceedings initiated by or against FVIL referred to in Clauses 45.1 or 45.2 above transferred into its name and to have the same

continued, prosecuted and enforced by or against FLFL as the case may be, to the exclusion of FVIL.

46. CONTRACTS, DEEDS, ETC.

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

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



47. SAVING OF CONCLUDED TRANSACTIONS

47.1 The transfer of assets, properties and liabilities above and the continuance of proceedings by or against FLFL above shall not affect any transaction or proceedings already concluded in FVIL, in relation to the FVIL Demerged Undertaking on or after the Appointed Date till the Effective Date, to the end and intent that FLFL accepts and adopts all acts, deeds and things done and executed by FVIL, in relation to the FVIL Demerged Undertaking in respect thereto as done and executed on their behalf.

48. STAFF, WORKMEN & EMPLOYEES

48.1 Upon the coming into effect of this Scheme, all employees of FVIL engaged in or in relation to the FVIL Demerged Undertaking and who are in such employment as on the Effective Date shall become the employees of FLFL from Appointed Date or their respective joining date, whichever is later and, subject to the provisions of this Scheme, on terms and conditions not

less favorable than those on which they are engaged by FVIL and without any interruption of or break in service as a result of the transfer of the FVIL Demerged Undertaking.

- 48.2 In so far as the existing provident fund, gratuity fund and pension and/or superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by FVIL for the employees related to the FVIL Demerged Undertaking (collectively referred to as the "Funds"), the Funds and such of the investments made by the Funds which are referable to the employees related to the FVIL Demerged Undertaking being transferred to FLFL, in terms of the Scheme shall be transferred to FLFL and shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. The Funds shall, subject to the necessary approvals and permissions and at the discretion of FLFL, either be continued as separate funds of FLFL for the benefit of the employees related to FVIL Demerged Undertaking or be transferred to and merged with other similar funds of FLFL. In the event that FLFL does not have its own funds in respect of any of the above, FLFL may, subject to necessary approvals and permissions, continue to contribute to relevant funds of FVIL, until such time that FLFL creates its own fund, at which time the Funds and the investments and contributions pertaining to the employees related to FVIL Demerged Undertaking shall be transferred to the funds created by FLFL. Subject to the relevant law, rules and regulations applicable to the Funds, the Board of Directors or any committee thereof of FVIL and FLFL may decide to continue to make the said contributions to the Funds of FVIL. It is clarified that the services of the employees of the FVIL Demerged Undertaking will be treated as having been continuous and not interrupted for the purpose of the said fund or funds.
- 48.3 Any question that may arise as to whether any employee belongs to or does not belong to FVIL Demerged Undertaking shall be decided by the Board of Directors or Committee thereof of FVIL.
- 48.4 In respect of the stock options outstanding under the FVIL Employees Stock Option Plan/(s) in the hands of the employees of the FVIL Demerged Undertaking, it is hereby clarified that the options which have been granted but have not vested in the employees of the FVIL Demerged Undertaking as of the Effective Date would lapse. FLFL will put in place a suitable stock option scheme on terms and conditions not less favourable to the employees than those of the FVIL Stock Option Scheme which will be offered to such employees of the FVIL Demerged Undertaking whose options under the FVIL Stock Option Scheme have lapsed pursuant to this Clause. The options under the FVIL Stock Option Scheme which, as of the Effective Date, have been vested in employees of the FVIL Demerged Undertaking but have not been exercised, would be appropriately adjusted in FVIL / would be issued options in

FLFL under the such that the economic benefit on such options as have been vested in the hands of the employee remains same.

- 48.5 For the avoidance of doubt it is hereby clarified that upon the coming into effect of this Scheme, the options granted and / or vested, under and pursuant to the FVIL Stock Option Scheme to the employees of the Remaining Undertaking of FVIL as of the Effective Date would continue and the exercise price of such options or number of options to be vested would be suitably adjusted / recomputed in order to compensate the employees of FVIL for reduction in the intrinsic value of FVIL pursuant to the demerger of FVIL Demerged Undertaking or suitable provision shall be made for issue of shares in FLFL as an when the options are exercised.

49. REMAINING BUSINESS OF FVIL



- 49.1 It is clarified that, the Remaining business of FVIL shall continue with FVIL as follows:

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

- 49.2 With effect from the Appointed Date and including the Effective Date –

- (c) FVIL shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Remaining business of FVIL for and on its own behalf;
- (d) all profit accruing to FVIL thereon or losses arising or incurred by it relating to the Remaining business of FVIL shall, for all purposes, be treated as the profit, or losses, as the case may be, of FVIL.

50. TAX CREDITS

- 50.1 FLFL will be the successors of FVIL vis-à-vis the FVIL Demerged Undertaking. Hence, it will be deemed that the benefit of any tax credits whether central, state or local, availed vis-à-vis the FVIL Demerged Undertaking and the obligations if any for payment of the tax on any

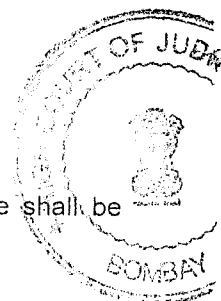
assets forming part of the FVIL Demerged Undertaking or their erection and / or installation, etc. shall be deemed to have been availed by FLFL or as the case may be deemed to be the obligations of FLFL. Consequently, and as the Scheme does not contemplate removal of any asset by FLFL from the premises in which it is installed, no reversal of any tax credit needs to be made or is required to be made by FVIL.

- 50.2 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/receivable by FVIL relating to the FVIL Demerged Undertaking including all or any refunds/credit/claims relating thereto shall be treated as the asset/liability or refunds/credit/claims, as the case may be, of FLFL.
- 50.3 FVIL and FLFL are expressly permitted to revise their respective tax returns including tax deducted at source (TDS) certificates/ returns and to claim refunds, advance tax credits, excise and service tax credits, set off, etc., on the basis of the accounts of the FVIL Demerged Undertaking of FVIL as vested with FLFL upon coming into effect of this Scheme, and its right to make such revisions in the related tax returns and related certificates, as applicable, and the right to claim refunds, adjustments, credits, set-offs, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly reserved.

PART F – REDUCTION OF SHARE CAPITAL OF FVIL

51. REDUCTION

- 51.1 The face value of shares held by shareholders of FVIL, as on the Record Date shall be reduced from Rs. 10 each to Rs. 6 each.
- 51.2 The credit arising pursuant to the above reduction shall be credited to Business Restructuring Reserve.
- 51.3 The reduction of capital of the Company pursuant to the Scheme shall be given effect as an integral part of the Scheme without having to follow the process under Section 100 to 103 of the Act separately and the Order of the High Court sanctioning the Scheme shall be deemed to be also the Order under Section 102 of the Act for the purpose of confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the Act will not be applicable.
- 51.4 Notwithstanding the reduction of subscribed and paid up equity share capital of FVIL, FVIL shall not be required to add "And Reduced" as suffix to its name.



- 51.5 The Business Restructuring Reserve arising pursuant to this Part shall be available for set off of Goodwill, if any arising in the books of FVIL pursuant to this Scheme or otherwise. The balance, if any, left in the Business Restructuring Reserve, after the aforesaid adjustment, shall be transferred to Capital Reserve. The balance Goodwill, if any, shall be amortised as per the accounting standards or generally accepted accounting principles.

PART G – GENERAL TERMS & CONDITIONS

52. CONDITIONALITY OF THE SCHEME

- 52.1 This Scheme is and shall be conditional upon and subject to:

- (a) The Scheme being approved by the requisite majority in number and value of such classes of persons including the respective members and/or creditors of ILCL, LEE, FLFL, FRL and FVIL as may be directed by the High Court.
- (b) The sanction of the High Court under Sections 391 to 394 of the said Act read with Section 78 and Sections 100 to 103 of the Companies Act, 1956 in favour ILCL, LEE, FLFL, FRL and FVIL under the said provisions and to the necessary Order under Section 394 of the said Act being obtained;
- (c) Certified or authenticated copy of the Order of the High Court sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai by ILCL, LEE, FLFL, FRL and FVIL as may be applicable.

- 52.2 Each Section of the Scheme shall be given effect to as per the chronology in which it has been provided for in the Scheme. Each Section is independent of the other Section of the Scheme and is severable. The Scheme shall be effective upon sanction of the High Court. However, failure of any one part of one Section for lack of necessary approval from the shareholders / creditors / statutory regulatory authorities or for any other reason that the Board of Directors may deem fit than this shall not result in the whole Scheme failing. It shall be open to the concerned Board of Directors to consent to sever such part(s) of the Scheme and implement the rest of the Scheme with such modification.

- 52.3 Subject to provisions of the Scheme and save as provided in the Scheme, there shall be no change in the shareholding pattern or control in FLFL between the Record Date and the listing which may affect the status of approval of Stock Exchanges.

53. MODIFICATION OR AMENDMENTS TO THE SCHEME

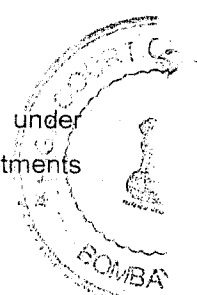
- 53.1 ILCL, LEE, FLFL, FRL and FVIL by their respective Board of Directors or any duly authorised committee may make or consent to any modifications or amendments to the Scheme or to any conditions or limitations that the Court or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them and solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect.
- 53.2 ILCL, LEE, FLFL, FRL and FVIL shall be at liberty to withdraw from this Scheme, in case of any condition or alteration imposed by the Honourable High Court or any other authority or any bank or financial institution is unacceptable to them or otherwise if so mutually agreed.

54. EFFECT OF NON-RECEIPT OF APPROVALS

- 54.1 In the event of any of the approvals or conditions enumerated in the Scheme not being obtained or complied, or for any other reason, this Scheme cannot be implemented, then the Board of Directors of ILCL, LEE, FLFL, FRL and FVIL shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with this Scheme.

55. RESOLUTIONS

- 55.1 Approval to the Scheme by shareholders of FLFL shall be deemed to be approval under Section 372A and all other applicable provisions of the Act for the holding of investments vested pursuant to the Scheme, by FLFL



56. COSTS, CHARGES AND EXPENSES

- 56.1 FVIL shall bear and pay all costs, charges, expenses, taxes including duties, levies in connection with Part B, Part C and Part E of the Scheme.
- 56.2 FRL shall bear and pay all costs, charges, expenses, taxes including duties, levies in connection with Part D of the Scheme.

Certified to be TRUE COPY
For RAJESH SHAI & CO.

Rajesh Shai

Advocate for the Petitioner/Applicant

~~TRUE COPY~~
23/05/2013
Mrs. K. M. RANE
COMPANY REGISTRAR
HIGH COURT (C.G.)
BOMBAY

FORM OF MINUTE FOR REDUCTION OF SHARE CAPITAL

The issued, subscribed and paid up equity share capital of Future Ventures India Limited (including shares issued pursuant to Part B of the Scheme) amounting to Rs. 15,97,97,66,710/- (Rupees One Thousand Five Hundred and Ninety Seven Crores Ninety Seven Lacs Sixty Six Thousand Seven Hundred and Ten Only) divided into 1,59,79,76,671 (One Hundred and Fifty Nine Crores Seventy Nine Lacs Seventy Six Thousand and Six Hundred and Seventy One Only) Equity Shares of Rs.10/- (Rupees Ten only) each shall stand reduced to Rs. 9,58,78,60,026 (Rupees Nine Hundred and Fifty Eight Crores Seventy Eight Lacs Sixty Thousand and Twenty Six Only) divided into 1,59,79,76,671 (One Hundred and Fifty Nine Crores Seventy Nine Lacs Seventy Six Thousand and Six Hundred and Seventy One Only) Equity Shares of Rs.6/- (Rupees Six only) as per the terms of the Scheme.



Certified to be TRUE COPY
For RAJESH SHAN & CO.

Rajesh Shan
Advocate for the Plaintiff/Applicant

TRUE-COPY
[Signature]
23/05/2013
MRS. K. M. PANE
COMPTROLLER
HIGH COURT (O.S.)
BOMBAY





IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO. 245 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO. 107 OF

2013

In the matter of the Companies Act, 1956 (1 of 1956);

AND

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

AND

In the matter of Composite Scheme of Arrangement and
Amalgamation

between

Indus-League Clothing Limited ("ILCL" or "the Demerged
Company No. 1")

and

Lee Cooper (India) Limited ("Lee" or "the Transferor
Company No. 1")

and

Future Ventures India Limited ("FVIL" or "the Resulting
Company 1/ Transferee Company/ Demerged Company
3")

and

Future Retail Limited ("FRL" or "the Demerged Company
2")

with

Future Lifestyle Fashions Limited ("FLFL" or "the
Resulting Company 2")

and

their respective shareholders and creditors

FUTURE VENTURES INDIA LIMITED

..... Petitioner Company

Authenticated copy of Minutes of Order dated May 10,
2013 along with the Scheme of Arrangement & Form
of minutes

Applicant on 16-05-2013
Impressed on 22-05-2013
Section Writer
Follow
Examined by B. S. Gargade (Gargade)
Compared with P. S. (Patwee)
Ready on 23/05/2013
Delivered on 28/05/2013

M/S RAJESH SHAH & CO
Advocates for the Petitioner
16, Oriental Building
30, Nagindas Master Road
Flora Fountain, Mumbai – 400 001



HIGH COURT, BOMBAY

0227846

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SCHEME PETITION NO 241 OF 2013
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO 110 OF 2013
FUTURE CONSUMER ENTERPRISES LIMITED

..... Petitioner / Transferor Company No. 1

AND

COMPANY SCHEME PETITION NO 242 OF 2013
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO 111 OF 2013
FUTURE VENTURES INDIA LIMITED

..... Petitioner / Transferee Company

In the matter of the Companies Act, 1956
(1 of 1956);

AND

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

AND

In the matter of Composite Scheme of
Arrangement and Amalgamation
of
Future Consumer Enterprises Limited
("FCEL" or "the Transferor Company No.
1")

And

Express Retail Services Private Limited
("ERSPL" or "the Transferor Company No.
2")

And

Think Fresh International Private Limited
("TFIPL" or "the Transferor Company No.
3")

And

Future Ventures India Limited ("FVIL" or
"the Transferee Company"/"Resulting
Company"

And

their respective shareholders and
creditors

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Called for Hearing

Mr. Rajesh Shah with Mr. Chandrakant Mhadeshwar i/b Rajesh Shah & Co., Advocates for the Petitioners in all the Petitions.

Mr. S.I. Shah i/b Mr. H.P. Chaturvedi for Regional Director in both the Company Scheme Petitions.

CORAM: Ranjit More, J.

DATE: 10th May, 2013

1. Heard counsel for the parties. No objector has come before the court to oppose the Scheme and nor any party has contravened any averments made in the Petition.
2. The sanction of the Court is sought under Sections 391 to 394 read with Sections 78, 100 to 103 of the Companies Act, 1956, to the Composite Scheme of Arrangement and Amalgamation of Future Consumer Enterprises Limited and Express Retail Services Private Limited and Think Fresh International Private Limited and Future Ventures India Limited and their respective shareholders and creditors.
3. Learned Counsel for the Petitioners states that the Petitioner in Company Scheme Petition No.241 of 2013 is engaged in the business of product development, designing, branding, and distribution of FMCG products under various brands such as "Tasty Treat", "Clean Mate", Care Mate, "Premium Harvest" and "Fresh and Pure" and Petitioner in Company Scheme Petition No.242 of 2013 is engaged in the business of creating, building, investing or acquiring, and operating innovative & emerging businesses in consumption-led sectors. The rationale for the Scheme is consolidation of Business operations of the Transferor Companies into the Transferee Company by integrating the activities of the Transferor Companies into the Transferee Company and reducing the administrative cost and achieving



operational and managerial efficiency. The Petitioner Companies approved the said Scheme by passing the Board Resolution which is annexed to the respective Company Scheme Petitions.

4. The learned counsel for the Petitioner in Company Scheme Petition No. 241 of 2013, states that the Scheme includes reduction of Share Capital by utilization of the Securities Premium Account, which shall be effected as an integral part of the Scheme and that the same does not involve either diminution of liability in respect of unpaid share capital and that it also does not involve compromise or arrangement with any creditors of the Petitioner Company and the procedure prescribed under section 101 (2) of the Companies Act, 1956 has been dispensed with as per order dated 1st February, 2013 passed in CSD No. 110 of 2013. However as per undertaking given by the Petitioner Company, Special Resolution dated 4th March, 2013 is annexed being Exhibit 'D' to the Petition and averment made in paragraph 13 of the Petition.
5. The learned Advocate for the Petitioners further states that, Petitioner companies have complied with all the directions passed in Company Summons for Direction and that the Company Scheme Petition have been filed in consonance with the orders passed in respective Summons for Direction.
6. The learned counsel appearing on behalf of the Petitioner Companies has stated that the Petitioner Companies have complied with all requirements as per directions of this Court and they have filed necessary affidavits of compliance in the Court. Moreover, Petitioner Companies undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956 and the Rules made there under. The said undertaking is accepted.
7. The Regional Director has filed an Affidavit dated 8th May, 2013 stating therein that save and except as stated in para 6, it appears





that the Scheme is not prejudicial to the interest shareholders and public. In paragraph 6 of the said affidavit it is stated that :-

"6. That the Deponent further submits that, the Registered Office of the 2nd and 3rd Transferors Companies are situated in State of National Capital territory of Delhi. Hence the 2nd and 3rd Transferor Companies has to file similar petition before the Hon'ble High Court of Delhi for approving the said scheme"

8. As far as the objection raised by the Regional Director in paragraph 6 of his Affidavit is concerned, the Petitioner Company through their counsel submits that the 2nd and 3rd Transferor Companies have filed their respective company petitions before High Court of Delhi and the same are pending for final hearing.
9. The Learned Counsel for Regional Director on instructions of Mr. Chandanamuthu, Joint Director in the Office of the Regional Director, Ministry of Corporate Affairs, Western Region, Mumbai states that they are satisfied with the submission made by the Counsel for the Petitioner Companies.
10. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. None of the parties concerned has come forward to oppose the Scheme.
11. Since all the requisite statutory compliances have been fulfilled, the Company Scheme Petition No 241 of 2013 is made absolute in terms of prayer clauses (a) to (d); and the Company Scheme Petition No 242 of 2013 is made absolute in terms of prayer clauses (a) to (c), subject to the approval of the Hon'ble High Court of Delhi with respect to the Transferor Company No. 2 and the Transferor Company No. 3.



HIGH COURT, BOMBAY

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12. The Petitioner Companies to lodge a copy of this order and the Scheme, duly authenticated by the Company Registrar, High Court (O.S.), Bombay with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the Order.
13. Petitioner Companies is directed to file a copy of this order along with a copy of the Scheme with the concerned Registrar of Companies, electronically, along with E-Form 21 in addition to physical copy as per relevant provisions of the act.
14. The Petitioner Companies in both the Company Scheme Petitions to pay costs of Rs.10,000/- to the Regional Director, Western Region, Mumbai. Costs to be paid within four weeks from the date of the order.
15. Filing and issuance of the drawn up order is dispensed with.
16. All concerned authorities to act on a copy of this order along with Scheme and Form of Minutes duly authenticated by the Company Registrar, High Court (O. S.), Bombay.



TRUE-COPY

23/05/2013
Mrs. K. M. RANE
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

TRUE COPY

23/05/2013
Section Officer
High Court, Appellate Side
Bombay

(Ranjit More, J)



COMPOSITE SCHEME OF ARRANGEMENT AND AMALGAMATION
BETWEEN

FUTURE CONSUMER ENTERPRISES LIMITED

AND

EXPRESS RETAIL SERVICES PRIVATE LIMITED.

AND

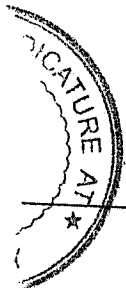
THINK FRESH INTERNATIONAL PRIVATE LIMITED

AND

FUTURE VENTURES INDIA LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS



PREAMBLE

A. Description of the Companies

- (a) Future Ventures India Limited ('FVIL') is a public listed company, engaged in the business of creating, building, investing or acquiring, and operating innovative & emerging businesses in consumption-led sectors investee companies.
- (b) Future Consumer Enterprises Limited ('FCEL') is a wholly owned subsidiary of FVIL and FCEL is engaged in business of contract manufacturing of own brand Fast Moving Consumer Goods (FMCG) products.
- (c) Express Retail Services Private Limited ('ERSPL') is a wholly owned subsidiary of FVIL and Think Fresh International Private Limited ('TFIPL') is a wholly owned subsidiary of ERSPL. ERSPL and TFIPL are engaged in business of food products.

B. Rationale and Purpose of the Scheme

All the Companies are part of the Future Group ('the Group').

The consolidation of the businesses of FCEL, ERSPL and TFIPL with FVIL would inter alia have the following benefits:

- i) Cost savings in terms of economies of scale, sourcing benefits, vendor rationalization, more focused operational efforts, rationalisation, standardisation and simplification of business processes and productivity improvements;
- ii) The synergies that exist between the entities can be put to the best advantage of all stakeholders;
- iii) Greater size, scale, integration and greater financial strength and flexibility for the restructured entity;
- iv) Strengthening leadership in the industry, in terms of the asset base, revenues, product range, production volumes and market share;
- v) The consolidated entity will benefit from improved organizational capability and leadership, arising from the combination of people from who have the diverse skills, talent and vast experience to compete successfully in increasingly competitive industries;
- vi) Reducing administrative cost;
- vii) Achieving operational and management efficiency.

In view of the aforesaid, the Board of Directors of all the Companies have considered and proposed the Composite Scheme of Arrangement and Amalgamation comprising of various distinct but integrally connected arrangements under the provisions of Section 391 to Section 394 read with Section 78 and Sections 100 to 103 of the Companies Act, 1956

(C) Sections of the Scheme

The Scheme comprises of the following arrangements:

- (a) Demerger of the FCEL Demerged Undertaking (as defined herein after) of Future Consumer Enterprises Limited ('FCEL') into Future Ventures India Limited ('FVIL');
- (b) Demerger of the ERSPL Demerged Undertaking (as defined herein after) of Express Retail Services Private Limited ('ERSPL') into Future Ventures India Limited ('FVIL');

- (c) Merger of Think Fresh International Private Limited ('TFIPL') with Future Ventures India Limited ('FVIL').
- (d) This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

(C) Parts of the Scheme

The Scheme is divided into the following parts:

1. PART A which deals with definition, date of taking effect & share capital
2. PART B which deals with demerger of FCEL into FVIL;
3. Part C which deals with demerger of ERSPL into FVIL;
4. PART D which deals with merger of TFIPL with FVIL
5. PART E which deals with General terms and conditions

PART A - DEFINITION, DATE OF TAKING EFFECT & SHARE CAPITAL

1. DEFINITIONS

In this scheme, unless inconsistent with the subject, the following expression shall have the meanings respectively assigned against them:

- 1.1 "Act" means the Companies Act, 1956 and shall include any statutory modification, re-enactment or amendments thereof for the time being in force.
- 1.2 "Appointed Date" means:
 - 1.2.1 For the Purposes of Part B and Clause 39 of this Scheme, the 1st day of April, 2012 or such other date as may be approved by the High Court of Judicature at Bombay or any other appropriate authority.
 - 1.2.2 For the Purposes of Part C and Part D of this Scheme, the 15th day of September, 2012 or such other date as may be approved by the High Court of Judicature at Bombay or any other appropriate authority
- 1.3 "Capital Reserve" means a reserve, not being a free reserve and not available for declaring dividend; however available for the purpose of adjusting value of any asset / investment / offset any charge on account of impairment / write off/ amortisation, which the Board of FVIL may deem fit and issue of bonus shares.

1.4 "Court" or "High Court" means the High Court of Judicature of Bombay in case of FCEL and FVIL and High Court of Judicature of Delhi in case of ERSPL and TFIPL and in all cases, shall include the National Company Law Tribunal, if and when applicable;

1.5 "the FCEL Demerged Undertaking" shall mean the entire business and undertaking of FCEL relating to consumer goods and related activities as a going concern and shall include (without limitation) the following:

- (a) All the assets and properties of FCEL as on the Appointed Date (hereinafter referred to as "the said assets") pertaining to the FCEL Demerged Undertaking;
- (b) All the debts, liabilities, duties and obligations including contingent liabilities of FCEL pertaining to the FCEL Demerged Undertaking;
- (c) Without prejudice to the generality of above, the FCEL Demerged Undertaking shall include the movable and immovable properties including land and building, plant and machinery, equipment, furniture, fixtures, vehicles, leasehold assets and other properties, real, corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, ~~assets~~ including cash in hand, bank balance, investments, claims, powers, ~~authorities~~, allotments, approvals, consents, letters of intent, registrations, licenses, ~~contracts~~, agreements, engagements, arrangements, rights, credits, titles, interests, benefits, advantages, leasehold rights, sub-letting tenancy rights, with or without the consent of the landlord as may be required by law, goodwill, other intangibles, permits, authorisations, trade marks, trade names, brands, patents, patent rights, copyrights, designs, and other industrial and intellectual properties and rights of any nature whatsoever including designs, know-how, domain names, or any applications for the above, assignments and grants in respect thereof, import quotas and other quota rights, right to use and avail of telephones, telex, facsimile and other communication facilities, connections, installations and equipment, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds, and benefits of all agreements, arrangements, deposits, advances, recoverables and receivables, whether from government, semi-government, local authorities or any other person including customers, contractors or other counter parties, etc., all earnest monies and/or deposits, privileges, liberties, easements, advantages, benefits, exemptions permissions, and approvals of whatsoever nature (including but not limited to benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax, taxes deducted at source, minimum alternate tax

etc, unutilised deposits or credits, benefits under the VAT/ Sales Tax law, VAT/ sales tax set off, unutilised deposits or credits, benefits of any unutilised MODVAT/CENVAT/Service tax credits, etc.) and wheresoever situate, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by FCEL.

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



Explanation A: Whether any particular asset, liability or reserve should be included as asset, liability or reserve of the FCEL Demerged undertaking or otherwise shall be decided mutually by the Board of Directors or any committee thereof of FCEL and FVIL;

Explanation B: For the purpose of this Scheme, it is clarified that liabilities pertaining to the FCEL Demerged Undertaking of FCEL include:

- (a) The liabilities, which arise out of the activities or operations of the FCEL Demerged Undertaking of FCEL.
- (b) Specific loans and borrowings raised, incurred and utilized solely for the activities or operation of the FCEL Demerged Undertaking of FCEL.
- (c) Liabilities other than those referred to in Sub-Clauses (a) and (b) above and not directly relatable to the Remaining Undertaking of FCEL, being the amounts of general or multipurpose borrowings of FCEL shall be allocated to the FCEL Demerged Undertaking of FCEL in the same proportion which the value of the assets transferred under this Clause bears to the total value of the assets of FCEL immediately before giving effect to this Scheme. The parties shall mutually agree upon the identification of the liabilities to be transferred to FVIL as liabilities pertaining to the FCEL Demerged Undertaking.

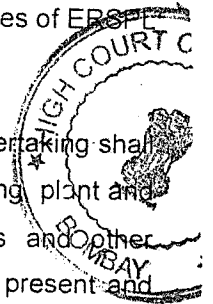
Any question that may arise as to whether a specified asset or liability pertains or does not pertain to the FCEL Demerged Undertaking of FCEL or whether it arises out of the activities or operations of the FCEL Demerged Undertaking of FCEL shall be

decided by mutual agreement between the Board of Directors or any Committee of Directors thereof of FCEL and FVIL.

1.6 "FCEL" or "Demerged Company 1" means Future Consumer Enterprises Limited, a company incorporated under the Act and having its registered office at Knowledge House, Off. Shyam Nagar, Jogeshwari Vikhroli Link Road, Jogeshwari (East), Mumbai 400060.

1.7 "the ERSPL Demerged Undertaking" shall mean the entire business and undertaking of ERSPL relating to food products and related activities as a going concern and shall include (without limitation) the following:

- (f) All the assets and properties of ERSPL as on the Appointed Date (hereinafter referred to as "the said assets") pertaining to the ERSPL Demerged Undertaking;
- (g) All the debts, liabilities, duties and obligations including contingent liabilities of ERSPL pertaining to the ERSPL Demerged Undertaking;
- (h) Without prejudice to the generality of above, the ERSPL Demerged Undertaking shall include the movable and immovable properties including land and building, plant and machinery, equipment, furniture, fixtures, vehicles, leasehold assets and other properties, real, corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, assets including cash in hand, bank balance, investments, claims, powers, authorities, allotments, approvals, consents, letters of intent, registrations, licenses, contracts, agreements, engagements, arrangements, rights, credits, titles, interests, benefits, advantages, leasehold rights, sub-letting tenancy rights, with or without the consent of the landlord as may be required by law, goodwill, other intangibles, permits, authorisations, trade marks, trade names, brands, patents, patent rights, copyrights, designs, and other industrial and intellectual properties and rights of any nature whatsoever including designs, know-how, domain names, or any applications for the above, assignments and grants in respect thereof, import quotas and other quota rights, right to use and avail of telephones, telex, facsimile and other communication facilities, connections, installations and equipment, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds, and benefits of all agreements, arrangements, deposits, advances, recoverables and receivables, whether from government, semi-government, local



authorities or any other person including customers, contractors or other counter parties, etc., all earnest monies and/or deposits, privileges, liberties, easements, advantages, benefits, exemptions permissions, and approvals of whatsoever nature (including but not limited to benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax, taxes deducted at source, minimum alternate tax etc, unutilised deposits or credits, benefits under the VAT/ Sales Tax law, VAT/ sales tax set off, unutilised deposits or credits, benefits of any unutilised MODVAT/CENVAT/Service tax credits, etc.) and wheresoever situate, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by ERSPL.

SIGNATURE

- (i) all permanent employees engaged in or in relation to the ERSPL Demerged Undertaking as on the Effective Date;
- (j) all records, files, papers, engineering and process information, computer programs, manuals, data catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, customers credit information, customers pricing information and other records, whether in physical form or electronic form in connection with or relating to the ERSPL Demerged Undertaking.

Explanation A: Whether any particular asset, liability or reserve should be included as asset, liability or reserve of the ERSPL Demerged undertaking or otherwise shall be decided mutually by the Board of Directors or any committee thereof of ERSPL and FVIL;

Explanation B: For the purpose of this Scheme, it is clarified that liabilities pertaining to the ERSPL Demerged Undertaking of ERSPL include:

- (d) The liabilities, which arise out of the activities or operations of the ERSPL Demerged Undertaking of ERSPL.
- (e) Specific loans and borrowings raised, incurred and utilized solely for the activities or operation of the ERSPL Demerged Undertaking of ERSPL.
- (f) Liabilities other than those referred to in Sub-Clauses (a) and (b) above and not directly relatable to the Remaining Undertaking of ERSPL, being the amounts of general or multipurpose borrowings of ERSPL shall be allocated to the ERSPL Demerged Undertaking of ERSPL in the same proportion which the value of the assets transferred under this Clause bears to the total value of the assets of ERSPL immediately before giving effect to this Scheme. The parties shall

mutually agree upon the identification of the liabilities to be transferred to FVIL as liabilities pertaining to the ERSPL Demerged Undertaking.

Any question that may arise as to whether a specified asset or liability pertains or does not pertain to the ERSPL Demerged Undertaking of ERSPL or whether it arises out of the activities or operations of the ERSPL Demerged Undertaking of ERSPL shall be decided by mutual agreement between the Board of Directors or any Committee of Directors thereof of ERSPL and FVIL.

- 1.8 "Effective Date" means the last of the dates on which the conditions specified in Clause 40 are complied with respect to a particular part of the Scheme.
- 1.9 "ERSPL" or "Demerged Company 2" means Express Retail Services Private Limited, a company incorporated under the Act and having its registered office at 34, DLF Industrial Area, Main Najafgarh Road, Opp.Fun Cinema , Kirti Nagar, New Delhi-110015.
- 1.10 "TFIPL" or "Amalgamating Company" means Think Fresh International Private Limited, a company incorporated under the Act and having its registered office at 34, DLF Industrial Area, Main Najafgarh Road, Opp.Fun Cinema , Kirti Nagar, New Delhi-110015.
- 1.11 "FVIL" or "Resulting Company" or "Amalgamated Company" means Future Ventures India Limited a company incorporated under the Act and having its registered office at Knowledge House, Shyam Nagar, Off Jogeshwari Vikhroli Link Road, Jogeshwari (East), Mumbai 400060.
- 1.12 "Scheme" or "the Scheme" or "this Scheme" means this Composite Scheme of Arrangement and Amalgamation in its present form or with any modification(s) as approved or directed by the High Court of Judicature at Bombay or High Court of Judicature at Delhi.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contract Regulations Act, 1956, the SEBI Act, 1992, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modifications or re-enactment thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

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

3. SHARE CAPITAL

3.1 The share capital of FCEL as at March 31, 2012 is as under:

<u>Particulars</u>	<u>Amount (Rs.)</u>
<u>Authorised</u>	
1,01,00,000 equity shares of Rs.10 each	10,10,00,000
<u>Issued subscribed and Paid Up</u>	
1,00,00,000 equity shares of Rs.10 each fully paid up	10,05,00,000



Subsequent to March 31, 2012, FCEL has issued 12,50,000 equity shares of Rs. 10 each fully paid up and hence the revised issued, subscribed and paid up capital of FCEL is Rs. 11,30,00,000 divided into 1, 13,00,000 equity shares of Rs. 10/- each fully paid up. The authorized share capital has been increased to Rs.11,35,00,000 divided into 1,13,50,000 equity shares of Rs. 10/- each.

3.2 The share capital of ERSPL as at March 31, 2012 is as under:

<u>Particulars</u>	<u>Amount (Rs.)</u>
<u>Authorised</u>	
20,00,000 equity shares of Rs.10 each	2,00,00,000
<u>Issued Subscribed and Paid Up</u>	
11,10,000 equity shares of Rs.10 each fully paid up	1,11,00,000

Subsequent to March 31, 2012, ERSPL has issued 9,22,90,000 equity shares of Rs. 10 each fully paid up and hence the revised issued, subscribed and paid up capital of ERSPL is Rs. 93,40,00,000 divided into 9,34,00,000 equity shares of Rs. 10/- each fully paid up. The authorized share capital has been increased to Rs.93,50,00,000 divided into 9,35,00,000 equity shares of Rs. 10/- each.

3.3 The share capital of TFIPL as at March 31, 2012 is as under:

<u>Particulars</u>	Amount (Rs.)
<u>Authorised</u>	
10,00,000 equity shares of Rs.10 each	1,00,00,000
<u>Issued Subscribed and Paid Up</u>	
10,000 equity shares of Rs.10 each fully paid up	1,00,000

Subsequent to March 31, 2012, there is no change in the capital structure of TFIPL;

3.4 The share capital of FVIL as at March 31, 2012 is as under:

<u>Particulars</u>	Amount (Rs.)
<u>Authorised</u>	
5,00,00,00,000 equity shares of Rs.10 each	50,00,00,00,000
<u>Issued Subscribed and Paid Up</u>	
1,57,62,43,700 equity shares of Rs.10 each fully paid up	15,76,24,37,000

Subsequent to March 31, 2012, there is no change in the capital structure of FVIL;

The equity shares of the FVIL are listed on BSE Limited and National Stock Exchange of India Limited;



PART B – DEMERGER OF FCEL into FVIL

4. TRANSFER AND VESTING OF UNDERTAKING OF THE FCEL

With effect from the Appointed Date, the FCEL Demerged Undertaking of FCEL shall, in accordance with Section 2(19AA) of the Income Tax Act, 1961, stand transferred to and vested in or deemed to be transferred to and vested in FVIL, as a going concern and in the following manner:

4.1 With effect from the Appointed Date and upon the Scheme becoming effective, the whole of the undertaking and properties of the FCEL Demerged Undertaking, shall pursuant to the provisions contained in Sections 391 to 394 and all other applicable provisions, if any, of the Act and without any further act, deed, matter or thing, stand transferred to and vested in and / or be deemed to be transferred to and vested in FVIL so as to vest in FVIL all rights, title and interest pertaining to the FCEL Demerged Undertaking.

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- (i) All the movable assets pertaining to the FCEL Demerged Undertaking, which are capable of being physically transferred including cash on hand, shall be physically handed over by delivery to FVIL to the end and intent that the property therein passes to FVIL. Such delivery and transfer shall be made on a date to be mutually agreed upon between the respective Board of Directors or Committees thereof of FCEL and FVIL;
 - (ii) In respect of other assets pertaining to the FCEL Demerged Undertaking including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, FCEL shall, on being so requested by FVIL, issue notices in such form as FVIL may specify stating that pursuant to this Scheme, the relevant debt, loan, advance, deposit or other asset, be paid or made good to, or be held on account of, FVIL as the person entitled thereto, to the end and intent that the right of FCEL to receive, recover or realize the same, stands transferred to FVIL and that appropriate entries should be passed in their respective books to record the aforesaid changes;
 - (iii) any and all immovable properties (including land together with the buildings and structures standing thereon) of FCEL relating to the FCEL Demerged Undertaking, whether freehold or leasehold and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in FVIL, without any act or deed done by FCEL or FVIL. With effect from the Appointed Date, FVIL shall be entitled to exercise all rights and privileges and be liable to pay ground rent, municipal taxes and fulfill all obligations, in relation to or applicable to such immovable properties. The mutation of title to the immovable properties in the name of FVIL shall be made and duly recorded by the appropriate authorities pursuant to the sanction of this Scheme by the Hon'ble

High Court and this Scheme becoming effective in accordance with the terms hereof without any further act or deed on part of FVIL

- (iv) In respect of such of the assets belonging to the FCEL Demerged Undertaking other than those referred to in clause (i) to (iii), the same shall be transferred to and vested in and/or be deemed to be transferred to and vested in FVIL on the Appointed Date pursuant to the provisions of Section 394 of the Act.

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

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

4.4 The transfer and vesting of the FCEL Demerged Undertaking as aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof relatable to the FCEL Demerged

Undertaking to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the FCEL Demerged Undertaking.

- 4.5 It is clarified that if any assets, (estate, claims, rights, title, interest in, or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever in relation to any of the FCEL Demerged Undertaking which FCEL owns or to which FCEL is a party and which cannot be transferred to FVIL for any reason whatsoever, FCEL shall hold such assets or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of FVIL to which the FCEL Demerged Undertaking is being transferred in terms of this scheme, in so far as it is permissible so to do, till such time as the transfer is effected.

- 4.6 Part B of the Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under Section 2(19AA) of the Income-tax Act, 1961. If any terms or provisions of the Scheme is/are inconsistent with the provisions of Section 2(19AA) of the Income-tax Act, 1961, the provisions of Section 2 (19AA) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(19AA) of the Income-Tax Act, 1961; such modification to not affect other parts of the Scheme.

5. CONSIDERATION

- 5.1 Since the entire share capital of FCEL is held by FVIL, FVIL shall not be required to issue any shares or pay any consideration to either FCEL or to its shareholders.

6. ACCOUNTING TREATMENT IN THE BOOKS OF FVIL

- 6.1 Upon the Scheme becoming effective and from the Appointed Date, FVIL shall record the assets and liabilities pertaining to the FCEL Demerged Undertaking at their respective book values.
- 6.2 The difference between the value of assets and liabilities arising pursuant to Clause 6.1, after adjustment of reduction in value of investments in FCEL as on the Appointed Date, shall be debited / credited to Goodwill or Capital Reserve as the case may be. Further, it is clarified that any further investment made in FCEL after the Appointed Date but prior to the Effective Date, to the extent of difference between such further investment and the incremental net asset value, shall be debited to Goodwill.

7. ACCOUNTING TREATMENT IN THE BOOKS OF FCEL

- 7.1 Upon the Scheme becoming effective and from the Appointed Date, FCEL shall reduce from its books, the book value of assets and liabilities transferred as part of the FCEL Demerged Undertaking to FVIL, pursuant to the Scheme.
- 7.2 The face value per share of FCEL shall be reduced to Re.1 per share & the credit arising on the same shall be credited to Capital Reserve
- 7.3 The difference in the book value of assets and the book value of liabilities transferred pursuant to the Scheme, along with the debit balance in the profit and loss account, to the extent balances are available shall be debited to Securities Premium Account / Capital Reserve and balance, if any after the said adjustment shall be debited to Profit and Loss account.
- 7.4 The application and reduction, if any, of the Securities Premium Account and the Share Capital of FCEL as above, shall be effected as an integral part of the Scheme itself in accordance with the provisions of Sections 78 read with Sections 100 to 103 of the Act. However as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital, the provisions of Section 101 of the Act are not applicable. Therefore no order under section 102 of the Act confirming the reduction shall be required.

8. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

- 8.1 FCEL in respect of the FCEL Demerged Undertaking, shall carry on and be deemed to have been carrying on the business and activities and shall stand possessed of and hold all of its properties and assets for and on account of and in trust for FVIL. FCEL hereby undertakes to hold the said assets with utmost prudence until the Effective Date;
- 8.2 With effect from the Appointed Date, All the profits or income accruing or arising to FCEL in respect of the FCEL Demerged Undertaking or expenditure or losses arising to or incurred by FCEL in respect of the FCEL Demerged Undertaking, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of FVIL;
- 8.3 FCEL in respect of the FCEL Demerged Undertaking shall carry on the business and activities with reasonable diligence, business prudence and shall not without the prior written consent of FVIL, alienate, charge, mortgage, encumber or otherwise deal with or dispose off the FCEL Demerged Undertaking or any part thereof except in respect of activities in the



ordinary course of business nor shall it undertake any new businesses within the FCEL Demerged Undertaking or a substantial expansion of the FCEL Demerged Undertaking;

9. DECLARATION OF DIVIDEND

- 9.1 For the avoidance of doubt it is hereby clarified that nothing in this Scheme shall prevent FVIL from declaring and paying dividends, whether interim or final, to its equity shareholders as on the record date for the purpose of any such dividend.
- 9.2 FCEL shall not utilize the profits or income, if any, relating to the FCEL Demerged Undertaking for the purpose of declaring or paying any dividend to its shareholders or for any other purpose in respect of the period falling on and after the Appointed Date, without the prior written consent of the Board of Directors of FVIL.

10. LEGAL PROCEEDINGS

- 10.1 All legal proceedings of whatsoever nature by or against FCEL pending and/or arising before the Effective Date and relating to the FCEL Demerged Undertaking, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against FVIL, as the case may be in the same manner and to the same extent as would or might have been continued and enforced by or against FCEL.
- 10.2 After the Effective Date, if any proceedings are taken against FCEL in respect of the matters referred to in the sub-clause 10.1 above, it shall defend the same at the cost of FVIL, and FVIL shall reimburse and indemnify FCEL against all liabilities and obligations incurred by FCEL in respect thereof.
- 10.3 FVIL undertakes to have all respective legal or other proceedings initiated by or against FCEL referred to in Clauses 10.1 or 10.2 above transferred into its name and to have the same continued, prosecuted and enforced by or against FVIL as the case may be, to the exclusion of FCEL.

11. CONTRACTS, DEEDS, ETC.

- 11.1 Notwithstanding anything to the contrary contained in the contract, deed, bond, agreement or any other instrument, but subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature and subsisting or having effect on the Effective Date and relating to the FCEL Demerged Undertaking, shall

continue in full force and effect against or in favour of FVIL and may be enforced effectively by or against FVIL as fully and effectually as if, instead of FCEL, FVIL had been a party thereto.

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

12. SAVING OF CONCLUDED TRANSACTIONS

- 12.1 The transfer of assets, properties and liabilities above and the continuance of proceedings by or against FVIL above shall not affect any transaction or proceedings already concluded in FCEL, in relation to the FCEL Demerged Undertaking on or after the Appointed Date till the Effective Date, to the end and intent that FVIL accepts and adopts all acts, deeds and things done and executed by FCEL, in relation to the FCEL Demerged Undertaking in respect thereto as done and executed on their behalf.

13. STAFF, WORKMEN & EMPLOYEES

- 13.1 Upon the coming into effect of this Scheme, all employees of FCEL engaged in or in relation to the FCEL Demerged Undertaking and who are in such employment as on the Effective Date shall become the employees of FVIL from Appointed Date or their respective joining date, whichever is later and, subject to the provisions of this Scheme, on terms and conditions not less favorable than those on which they are engaged by FCEL and without any interruption of or break in service as a result of the transfer of the FCEL Demerged Undertaking.
- 13.2 In so far as the existing provident fund, gratuity fund and pension and/or superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by FCEL for the employees related to the FCEL Demerged Undertaking (collectively referred to as the "Funds"), the Funds and such of the investments made by the Funds which are referable to the employees related to the FCEL Demerged Undertaking being transferred to FVIL, in terms

of the Scheme shall be transferred to FVIL and shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. The Funds shall, subject to the necessary approvals and permissions and at the discretion of FVIL, either be continued as separate funds of FVIL for the benefit of the employees related to FCEL Demerged Undertaking or be transferred to and merged with other similar funds of FVIL. In the event that FVIL does not have its own funds in respect of any of the above, FVIL may, subject to necessary approvals and permissions, continue to contribute to relevant funds of FCEL, until such time that FVIL creates its own fund, at which time the Funds and the investments and contributions pertaining to the employees related to the FCEL Demerged Undertaking shall be transferred to the funds created by FVIL. Subject to the relevant law, rules and regulations applicable to the Funds, the Board of Directors or any committee thereof of FCEL and FVIL may decide to continue to make the said contributions to the Funds of FCEL. It is clarified that the services of the employees of the FCEL Demerged Undertaking will be treated as having been continuous and not interrupted for the purpose of the said fund or funds.

Any question that may arise as to whether any employee belongs to or does not belong to the FCEL Demerged Undertaking shall be decided by the Board of Directors or Committee thereof of FCEL.

14. REMAINING BUSINESS OF FCEL

14.1 It is clarified that, the Remaining Business of FCEL shall continue with FCEL as follows:

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

14.2 With effect from the Appointed Date and including the Effective Date –

- a. FCEL shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Remaining Business of FCEL for and on its own behalf;
- b. all profit accruing to FCEL thereon or losses arising or incurred by it relating to the Remaining Business of FCEL shall, for all purposes, be treated as the profit, or losses, as the case may be, of FCEL.

15. TAX CREDITS

- 15.1 FVIL will be the successors of FCEL vis-à-vis the FCEL Demerged Undertaking. Hence, it will be deemed that the benefit of any tax credits whether central, state or local, availed vis-à-vis the FCEL Demerged Undertaking and the obligations if any for payment of the tax on any assets forming part of the FCEL Demerged Undertaking or their erection and / or installation, etc. shall be deemed to have been availed by FVIL or as the case may be deemed to be the obligations of FVIL. Consequently, and as the Scheme does not contemplate removal of any asset by FVIL from the premises in which it is installed, no reversal of any tax credit needs to be made or is required to be made by FCEL.
- 15.2 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/receivable by FCEL relating to the FCEL Demerged Undertaking including all or any refunds/credit/claims relating thereto shall be treated as the asset/liability or refunds/credit/claims, as the case may be, of FVIL.
- 15.3 FCEL and FVIL are expressly permitted to revise their respective tax returns including tax deducted at source (TDS) certificates/ returns and to claim refunds, advance tax credits, excise and service tax credits, set off, etc., on the basis of the accounts of the FCEL Demerged Undertaking of FCEL as vested with FVIL upon coming into effect of this Scheme, and its right to make such revisions in the related tax returns and related certificates, as applicable, and the right to claim refunds, adjustments, credits, set-offs, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly reserved.

PART C – DEMERGER OF ERSPL WITH FVIL

16. TRANSFER AND VESTING OF UNDERTAKING OF THE ERSPL

With effect from the Appointed Date, the ERSPL Demerged Undertaking of ERSPL shall in accordance with Section 2(19AA) of the Income Tax Act, 1961, stand transferred to and

vested in or deemed to be transferred to and vested in FVIL, as a going concern and in the following manner:

16.1 With effect from the Appointed Date and upon the Scheme becoming effective, the whole of the undertaking and properties of the ERSPL Demerged Undertaking, shall pursuant to the provisions contained in Sections 391 to 394 and all other applicable provisions, if any, of the Act and without any further act, deed, matter or thing, stand transferred to and vested in and / or be deemed to be transferred to and vested in FVIL so as to vest in FVIL all rights, title and interest pertaining to the ERSPL Demerged Undertaking.

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- (i) All the movable assets pertaining to the ERSPL Demerged Undertaking, which are capable of being physically transferred including cash on hand, shall be physically handed over by delivery to FVIL to the end and intent that the property therein passes to FVIL. Such delivery and transfer shall be made on a date to be mutually agreed upon between the respective Board of Directors or Committees thereof of ERSPL and FVIL;
 - (ii) In respect of other assets pertaining to the ERSPL Demerged Undertaking including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, ERSPL shall, on being so requested by FVIL, issue notices in such form as FVIL may specify stating that pursuant to this Scheme, the relevant debt, loan, advance, deposit or other asset, be paid or made good to, or be held on account of, FVIL as the person entitled thereto, to the end and intent that the right of ERSPL to receive, recover or realize the same, stands transferred to FVIL and that appropriate entries should be passed in their respective books to record the aforesaid changes;
 - (iii) any and all immovable properties (including land together with the buildings and structures standing thereon) of ERSPL relating to the ERSPL Demerged Undertaking, whether freehold or leasehold and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in FVIL, without any act or deed done by ERSPL or FVIL. With effect from the Appointed Date, FVIL shall be entitled to exercise all rights and privileges and be liable to pay ground rent, municipal taxes and fulfill all obligations, in relation to or applicable to such immovable properties. The mutation of title to the immovable

properties in the name of FVIL shall be made and duly recorded by the appropriate authorities pursuant to the sanction of this Scheme by the Hon'ble High Court and this Scheme becoming effective in accordance with the terms hereof without any further act or deed on part of FVIL

- (iv) In respect of such of the assets belonging to the ERSPL Demerged Undertaking other than those referred to in clause (i) to (iii), the same shall be transferred to and vested in and/or be deemed to be transferred to and vested in FVIL on the Appointed Date pursuant to the provisions of Section 394 of the Act.

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

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

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

16.5 It is clarified that if any assets, (estate, claims, rights, title, interest in, or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever in relation to any of the ERSPL Demerged Undertaking which ERSPL owns or to which ERSPL is a party and which cannot be transferred to FVIL for any reason whatsoever, ERSPL shall hold such assets or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of FVIL to which the ERSPL Demerged Undertaking is being transferred in terms of this scheme, in so far as it is permissible so to do, till such time as the transfer is effected.

16.6 Part B of the Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under Section 2(19AA) of the Income-tax Act, 1961. If any terms or provisions of the Scheme is/are inconsistent with the provisions of Section 2(19AA) of the Income-tax Act, 1961, the provisions of Section 2 (19AA) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(19AA) of the Income-Tax Act, 1961; such modification to not affect other parts of the Scheme.

17. CONSIDERATION

17.1 Since the entire share capital of ERSPL is held by FVIL, FVIL shall not be required to issue any shares or pay any consideration to either ERSPL or to its shareholders.

18. ACCOUNTING TREATMENT IN THE BOOKS OF FVIL

18.1 Upon the Scheme becoming effective and from the Appointed Date, FVIL shall record the assets and liabilities pertaining to the ERSPL Demerged Undertaking at their respective book values.

18.2 The difference between the value of assets and liabilities arising pursuant to Clause 18.1, after adjustment of reduction in value of investments in ERSPL as on the Appointed Date, shall be debited / credited to Goodwill or Capital Reserve as the case may be. Further, it is clarified that any further investment made in ERSPL after the Appointed Date but prior to the

Effective Date, to the extent of difference between such further investment and the incremental net asset value, shall be debited to Goodwill.

19. ACCOUNTING TREATMENT IN THE BOOKS OF ERSPL

- 19.1 Upon the Scheme becoming effective and from the Appointed Date, ERSPL shall reduce from its books, the book value of assets and liabilities transferred as part of the ERSPL Demerged Undertaking to FVIL, pursuant to the Scheme.
- 19.2 The existing share capital of ERSPL shall be reduced to Rs.500,000 divided into 50,000 equity shares of Rs. 10 each by cancellation of 9,33, 50,000 equity shares of Rs. 10 each held by FVIL and the difference shall be credited to Capital Reserve Account.
- 19.3 The difference in the book value of assets and the book value of liabilities transferred pursuant to the Scheme, along with the debit balance in the profit and loss account, , to the extent balances are available, shall be debited to Securities Premium Account / Capital Reserve Account or credited to Capital Reserve in case of deficit.
- 19.4 The application and reduction, if any, of the Securities Premium Account and Share Capital of ERSPL as above, shall be effected as an integral part of the Scheme itself in accordance with the provisions of Sections 78 read with Sections 100 to 103 of the Act. However as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital, the provisions of Section 101 of the Act are not applicable. Therefore no order under section 102 of the Act confirming the reduction shall be required.

20. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

- 20.1 ERSPL in respect of the ERSPL Demerged Undertaking, shall carry on and be deemed to have been carrying on the business and activities and shall stand possessed of and hold all of its properties and assets for and on account of and in trust for FVIL. ERSPL hereby undertakes to hold the said assets with utmost prudence until the Effective Date;
- 20.2 With effect from the Appointed Date, All the profits or income accruing or arising to ERSPL in respect of the ERSPL Demerged Undertaking or expenditure or losses arising to or incurred by ERSPL in respect of the ERSPL Demerged Undertaking, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of FVIL;
- 20.3 ERSPL in respect of the ERSPL Demerged Undertaking shall carry on the business and activities with reasonable diligence, business prudence and shall not without the prior written consent of FVIL, alienate, charge, mortgage, encumber or otherwise deal with or dispose off

the ERSPL Demerged Undertaking or any part thereof except in respect of activities in the ordinary course of business nor shall it undertake any new businesses within the ERSPL Demerged Undertaking or a substantial expansion of the ERSPL Demerged Undertaking;

21. DECLARATION OF DIVIDEND

- 21.1 For the avoidance of doubt it is hereby clarified that nothing in this Scheme shall prevent FVIL from declaring and paying dividends, whether interim or final, to its equity shareholders as on the record date for the purpose of any such dividend.
- 21.2 ERSPL shall not utilize the profits or income, if any, relating to the ERSPL Demerged Undertaking for the purpose of declaring or paying any dividend to its shareholders or for any other purpose in respect of the period falling on and after the Appointed Date, without the prior written consent of the Board of Directors of FVIL.

22. LEGAL PROCEEDINGS

- 22.1 All legal proceedings of whatsoever nature by or against ERSPL pending and/or arising before the Effective Date and relating to the ERSPL Demerged Undertaking, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against FVIL, as the case may be in the same manner and to the same extent as would or might have been continued and enforced by or against ERSPL.
- 22.2 After the Effective Date, if any proceedings are taken against ERSPL in respect of the matters referred to in the sub-clause 22.1 above, it shall defend the same at the cost of FVIL, and FVIL shall reimburse and indemnify ERSPL against all liabilities and obligations incurred by ERSPL in respect thereof.
- 22.3 FVIL undertakes to have all respective legal or other proceedings initiated by or against ERSPL referred to in Clauses 22.1 or 22.2 above transferred into its name and to have the same continued, prosecuted and enforced by or against FVIL as the case may be, to the exclusion of ERSPL.

23. CONTRACTS, DEEDS, ETC.

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

by or against FVIL as fully and effectually as if, instead of ERSPL, FVIL had been a party thereto.

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

24. SAVING OF CONCLUDED TRANSACTIONS

- 24.1 The transfer of assets, properties and liabilities above and the continuance of proceedings by or against FVIL above shall not affect any transaction or proceedings already concluded in ERSPL, in relation to the ERSPL Demerged Undertaking on or after the Appointed Date till the Effective Date, to the end and intent that FVIL accepts and adopts all acts, deeds and things done and executed by ERSPL, in relation to the ERSPL Demerged Undertaking in respect thereto as done and executed on their behalf.

25. STAFF, WORKMEN & EMPLOYEES

- 25.1 Upon the coming into effect of this Scheme, all employees of ERSPL engaged in or in relation to the ERSPL Demerged Undertaking and who are in such employment as on the Effective Date shall become the employees of FVIL from Appointed Date or their respective joining date, whichever is later and, subject to the provisions of this Scheme, on terms and conditions not less favorable than those on which they are engaged by ERSPL and without any interruption of or break in service as a result of the transfer of the ERSPL Demerged Undertaking.
- 25.2 In so far as the existing provident fund, gratuity fund and pension and/or superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by ERSPL for the employees related to the ERSPL Demerged Undertaking (collectively referred to as the "Funds"), the Funds and such of the investments made by the Funds which are referable to the employees related to the ERSPL Demerged Undertaking being transferred to FVIL, in



terms of the Scheme shall be transferred to FVIL and shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. The Funds shall, subject to the necessary approvals and permissions and at the discretion of FVIL, either be continued as separate funds of FVIL for the benefit of the employees related to the ERSPL Demerged Undertaking or be transferred to and merged with other similar funds of FVIL. In the event that FVIL does not have its own funds in respect of any of the above, FVIL may, subject to necessary approvals and permissions, continue to contribute to relevant funds of ERSPL, until such time that FVIL creates its own fund, at which time the Funds and the investments and contributions pertaining to the employees related to the ERSPL Demerged Undertaking shall be transferred to the funds created by FVIL. Subject to the relevant law, rules and regulations applicable to the Funds, the Board of Directors or any committee thereof of ERSPL and FVIL may decide to continue to make the said contributions to the Funds of ERSPL. It is clarified that the services of the employees of the ERSPL Demerged Undertaking will be treated as having been continuous and not interrupted for the purpose of the said fund or funds.

25.3 Any question that may arise as to whether any employee belongs to or does not belong to the ERSPL Demerged Undertaking shall be decided by the Board of Directors or Committee thereof of ERSPL.

26. REMAINING BUSINESS OF ERSPL

26.1 It is clarified that, the Remaining Business of ERSPL shall continue with ERSPL as follows:

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

26.2 With effect from the Appointed Date and including the Effective Date –

- c. ERSPL shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Remaining Business of ERSPL for and on its own behalf;
- d. all profit accruing to ERSPL thereon or losses arising or incurred by it relating to the Remaining Business of ERSPL shall, for all purposes, be treated as the profit, or losses, as the case may be, of ERSPL.

27. TAX CREDITS

- 27.1 FVIL will be the successors of ERSPL vis-à-vis the ERSPL Demerged Undertaking. Hence, it will be deemed that the benefit of any tax credits whether central, state or local, availed vis-à-vis the ERSPL Demerged Undertaking and the obligations if any for payment of the tax on any assets forming part of the ERSPL Demerged Undertaking or their erection and / or installation, etc. shall be deemed to have been availed by FVIL or as the case may be deemed to be the obligations of FVIL. Consequently, and as the Scheme does not contemplate removal of any asset by FVIL from the premises in which it is installed, no reversal of any tax credit needs to be made or is required to be made by ERSPL.
- 27.2 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/receivable by ERSPL relating to the ERSPL Demerged Undertaking including all or any refunds/credit/claims relating thereto shall be treated as the asset/liability or refunds/credit/claims, as the case may be, of FVIL.
- 27.3 ERSPL and FVIL are expressly permitted to revise their respective tax returns including tax deducted at source (TDS) certificates/ returns and to claim refunds, advance tax credits, excise and service tax credits, set off, etc., on the basis of the accounts of the ERSPL Demerged Undertaking of ERSPL as vested with FVIL upon coming into effect of this Scheme, and its right to make such revisions in the related tax returns and related certificates, as applicable, and the right to claim refunds, adjustments, credits, set-offs, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly reserved.

PART D - MERGER OF TFIPL WITH FVIL

28. TRANSFER AND VESTING OF UNDERTAKING OF TFIPL

With effect from the Appointed Date, the entire business and undertaking of TFIPL shall in accordance with Section 2(1B) of the Income Tax Act, 1961, stand transferred to and vested in or deemed to be transferred to and vested in FVIL, as a going concern and in the following manner:

28.1 With effect from the Appointed Date and upon the Scheme becoming effective, the whole of the undertaking and properties of TFIPL, shall pursuant to the provisions contained in Sections 391 to 394 and all other applicable provisions, if any, of the Act and without any further act, deed, matter or thing, stand transferred to and vested in and / or be deemed to be transferred to and vested in FVIL so as to vest in FVIL all rights, title and interest pertaining to TFIPL.



- (i) All the movable assets pertaining to the TFIPL, which are capable of being physically transferred including cash on hand, shall be physically handed over by delivery to FVIL to the end and intent that the property therein passes to FVIL. Such delivery and transfer shall be made on a date to be mutually agreed upon between the respective Board of Directors or Committees thereof of TFIPL and FVIL;
- (ii) In respect of other assets pertaining to TFIPL including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, FVIL, may issue notices stating that pursuant to this Scheme, the relevant debt, loan, advance, deposit or other asset, be paid or made good to, or be held on account of, FVIL as the person entitled thereto, to the end and intent that the right of TFIPL to receive, recover or realize the same, stands transferred to FVIL and that appropriate entries should be passed in their respective books to record the aforesaid changes;
- (iii) any and all immovable properties (including land together with the buildings and structures standing thereon) of TFIPL, whether freehold or leasehold and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in FVIL, without any act or deed done by TFIPL or FVIL. With effect from the Appointed Date, FVIL shall be entitled to exercise all rights and privileges and be liable to pay ground rent, municipal taxes and fulfill all obligations, in relation to or applicable to such immovable properties. The mutation of title to the immovable properties in the name of FVIL shall be made and duly recorded by the appropriate authorities pursuant to the sanction of this Scheme by the Hon'ble High Court and this Scheme becoming effective in accordance with the terms hereof without any further act or deed on part of FVIL.

- (iv) In respect of such of the assets belonging to TFIPL other than those referred to in clause (i) to (iii), the same shall be transferred to and vested in and/or be deemed to be transferred to and vested in FVIL on the Appointed Date pursuant to the provisions of Section 394 of the Act.

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

28.3 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions or approvals or consents held by TFIPL shall stand vested in or transferred to FVIL without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of FVIL and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents shall vest in and become available to FVIL as if they were originally obtained by FVIL. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by TFIPL, are concerned, the same shall vest with and be available to FVIL on the same terms and conditions as applicable to TFIPL, as if the same had been allotted and/or granted and/or sanctioned and/or allowed to FVIL.

28.4 The transfer and vesting of the entire business and undertaking of TFIPL as aforesaid shall be subject to the existing securities, charges, mortgages.

29. CONSIDERATION

29.1 Since the entire share capital of TFIPL is held by ERSPL which is a wholly owned subsidiary of FVIL, no shares shall be issued or consideration given, pursuant to the merger of TFIPL with FVIL.

30. ACCOUNTING TREATMENT IN THE BOOKS OF FVIL

- 30.1 Upon the Scheme becoming effective and from the Appointed Date, FVIL shall record the assets and liabilities pertaining to TFIPL at their respective fair values;
- 30.2 Intercompany balances and investments as on the effective date shall stand cancelled;
- 30.3 The difference between the value of assets and liabilities recorded pursuant to Clause 30.1 after giving effect to Clause 30.2 shall be debited / credited to Goodwill or Capital Reserve as the case may be.

31. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

- 31.1 TFIPL, shall carry on and be deemed to have been carrying on the business and activities and shall stand possessed of and hold all of its properties and assets for and on account of and in trust for FVIL. TFIPL hereby undertake to hold the said assets with utmost prudence until the Effective Date;

With effect from the Appointed Date, all the profits or income accruing or arising to TFIPL or expenditure or losses arising to or incurred by TFIPL, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of FVIL;

- 31.3 TFIPL shall carry on the business and activities with reasonable diligence, business prudence and shall not without the prior written consent of FVIL, alienate, charge, mortgage, encumber or otherwise deal with or dispose any asset except in respect of activities in the ordinary course of business
- 31.4 TFIPL shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Directors of FVIL.

32. DECLARATION OF DIVIDEND

- 32.1 For the avoidance of doubt it is hereby clarified that nothing in this Scheme shall prevent FVIL from declaring and paying dividends, whether interim or final, to its equity shareholders as on the record date for the purpose of any such dividend.
- 32.2 TFIPL shall not utilize the profits or income, if any, for the purpose of declaring or paying any dividend to its shareholders or for any other purpose in respect of the period falling on and after the Appointed Date, without the prior written consent of the Board of Directors of FVIL.

33. LEGAL PROCEEDINGS

- 33.1 All legal proceedings of whatsoever nature by or against TFIPL pending and/or arising before the Effective Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against FVIL, as the case may be in the same manner and to the same extent as would or might have been continued and enforced by or against TFIPL.
- 33.2 FVIL shall have all legal or other proceedings initiated by or against TFIPL transferred into its name and to have the same continued, prosecuted and enforced by or against FVIL.

34. CONTRACTS, DEEDS, ETC.

- 34.1 Notwithstanding anything to the contrary contained in the contract, deed, bond, agreement or any other instrument, but subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature and subsisting or having effect on the Effective Date, shall continue in full force and effect against or in favour of FVIL and may be enforced effectively by or against FVIL as fully and effectually as if instead of TFIPL, FVIL had been a party thereto.
- 34.2 FVIL, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which TFIPL are a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. FVIL shall, be deemed to be authorised to execute any such writings on behalf of TFIPL and to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of TFIPL.



35. SAVING OF CONCLUDED TRANSACTIONS

- 35.1 The transfer of assets, properties and liabilities above and the continuance of proceedings by or against FVIL above shall not affect any transaction or proceedings already concluded in TFIPL, on or after the Appointed Date till the Effective Date, to the end and intent that FVIL accepts and adopts all acts, deeds and things done and executed by TFIPL, in respect thereto as done and executed on its behalf.

36. STAFF, WORKMEN & EMPLOYEES

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

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



37. TAX CREDITS

37.1 FVIL will be the successor of TFIPL. Hence, it will be deemed that the benefit of any tax credits whether central, state or local, availed by TFIPL and the obligations if any for payment of the tax on any assets of TFIPL or their erection and / or installation, etc. shall be deemed to have been availed by FVIL or as the case may be deemed to be the obligations of FVIL. Consequently, and as the Scheme does not contemplate removal of any asset by FVIL from the premises in which it is installed, no reversal of any tax credit needs to be made.

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

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

38. WINDING UP OF TFIPL

38.1 On and from the Effective Date TFIPL shall stand dissolved without being wound up.

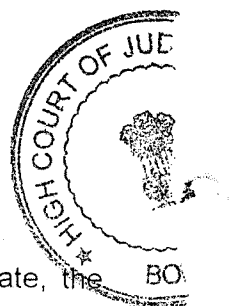
PART E – GENERAL TERMS & CONDITIONS

39. AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION

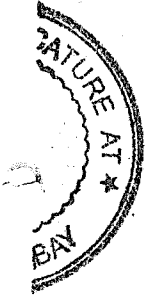
39.1 Upon coming into effect of the Scheme, with effect from the Appointed Date, the following clause shall be substituted for existing Clause No. III(a) in the Main Objects clause of the Memorandum of Association of FVIL:

"The main objects for which the Company is incorporated are as follows:

1. To carry on trade or retail business in India through retail formats and including but not limited to hyper markets, super markets, mega stores/discount stores, cash & carry, departmental stores, shoppers plaza, direct to home, phone order and mail order, catalogue, through internet and other forms and multi level channels for all products and services, dealing in all kind of goods, materials and items including but not limited to food & provisions, household goods, consumer durables, jewellery, home improvement products, footwears, luggage, books & stationery, health care and beauty products, toys and music, computers & accessories, telecom products, agri input products, furniture & furnishings, automobile & accessories, and acquiring



and running food, service and entertainment centers including but not limited to multiplexes, cinemas, gaming centers, amusement parks, restaurants and food courts and acquiring of land or building on lease or freehold or any commercial or industrial or residential building for running and management of retail business and to acquire flats, offices and retail spaces for carrying on retail business and to sell them, lease or sublet them and to undertake and execute civil, mechanical, electrical and structural works contracts and sub contracts in all their respective branches to carry on retailing business.

- 
2. To carry on the business of selling, exchanging, altering, importing, exporting, distributing or otherwise dealing in ready-made garments and hosiery made of cotton, silk, rayon, wool, nylon, man-made fabrics, polyester, canvas, jute, leather, any other fabric coated with any chemical or not, or other preparation and other fabric and any other business of manufacturing, processing, dyeing, bleaching, buying, selling, exchanging, importing, exporting or otherwise dealing in yarns and textiles made of cotton, silk, rayon, wool, nylon, man-made fibres, polyester, canvas or any other substances.
 3. To carry on the business of making investments and to hold, vary the investments and holdings of the Company as may from time to time be deemed desirable and to subscribe to the shares and securities being issued by companies and to generally do all activities and enter into all kinds of financial arrangements so as to enable mobilising of funds by and for such companies and ensuring liquidity for the investor investing in shares and securities issued by such companies and to invest money of the Company (or any of its subsidiaries) in any investments and to hold, sell or otherwise deal with investments or currencies or other financial assets and to carry on the business of investment company.
 4. To subscribe for, absolutely or conditionally, purchase or otherwise acquire and to hold, dispose of and trade in shares, stocks and securities of any other company whether Indian or foreign, carry on the business of financiers, that is to say, to lend money either with or without security to such person or persons, firms, associations, companies, or bodies corporate and upon such terms and conditions as the Company thinks fit but the Company shall not do banking as defined in the Banking

Regulation Act, 1949, mobilise capital from financial investors and public markets and to manage the investment of such funds in business opportunities in India."

40. CONDITIONALITY OF THE SCHEME

40.1 This Scheme is and shall be conditional upon and subject to:

- i. The Scheme being approved by the requisite majority in number and value of such classes of persons including the respective members and/or creditors of FVIL, FCEL, ERSPL and TFIPL as may be directed by the High Court.
- ii. The sanction of the High Court under Sections 391 to 394 of the said Act in favour of FVIL, FCEL, ERSPL and TFIPL under the said provisions and to the necessary Order under Section 394 of the said Act being obtained;
- iii. Certified or authenticated copy of the Order of the High Court sanctioning the Scheme being filed with the Registrar of Companies, of Maharashtra at Mumbai by FVIL and FCEL and with the Registrar of Companies, of New Delhi by ERSPL and TFIPL as may be applicable.

40.2 Each Part of the Scheme shall be given effect to as per the chronology in which it has been provided for in the Scheme. Each Part is independent of each Part and is severable. The Scheme shall be effective upon sanction of the High Court and filing of the certified or authenticated copy of the sanctioned Scheme with the Registrar of Companies of Maharashtra at Mumbai by FVIL and FCEL and with the Registrar of Companies of New Delhi by ERSPL and TFIPL, as may be applicable. However, failure of any one part of one Section for lack of necessary approval from the shareholders / creditors / statutory regulatory authorities or for any other reason that the Board of Directors may deem fit than this shall not result in the whole Scheme failing. It shall be open to the concerned Board of Directors to consent to sever such Part(s) of the Scheme and implement the rest of the Scheme with such modification.

41. MODIFICATION OR AMENDMENTS TO THE SCHEME

41.1 FCEL, ERSPL, TFIPL and FVIL by their respective Board of Directors or any duly authorised committee may make or consent to any modifications or amendments to the Scheme or to any conditions or limitations that the Court or any other authority may deem fit to direct or

impose or which may otherwise be considered necessary, desirable or appropriate by them and solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect.

42. EFFECT OF NON-RECEIPT OF APPROVALS

- 42.1 In the event of any of the approvals or conditions enumerated in the Scheme not being obtained or complied, or for any other reason, this Scheme cannot be implemented, then the Board of Directors of FVIL, FCEL, ERSPL and TFIPL shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with this Scheme.

43. COSTS, CHARGES AND EXPENSES

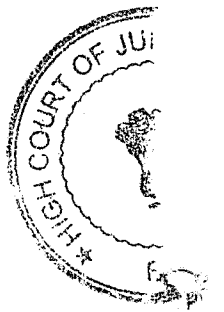
- 43.1 FVIL shall bear and pay all costs, charges, expenses, taxes including duties, levies in connection with the Scheme.

TRUE-COPY

28/05/2008
Mrs. K. M. RANE
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

Certified to be TRUE COPY
For RAJESH SHAN & CO.

Rajesh Shan
Advocate for the Petitioner/Applicant





IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO. 242 OF 2013

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO. 111 OF

2013

In the matter of the Companies Act, 1956 (1 of 1956);

AND

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

AND

In the matter of Composite Scheme of Arrangement and
Amalgamation

of

Future Consumer Enterprises Limited ("FCEL" or "the
Transferor Company No. 1")

And

Express Retail Services Private Limited ("ERSPL" or "the
Transferor Company No. 2")

And

Think Fresh International Private Limited ("TFIPL" or "the
Transferor Company No. 3")

And

Future Ventures India Limited ("FVIL" or "the Transferee
Company"/"Resulting Company"

And

their respective shareholders and creditors

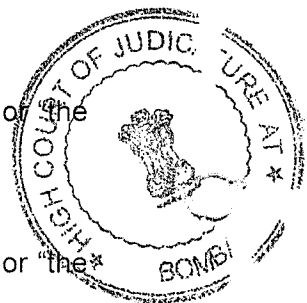
FUTURE VENTURES INDIA LIMITED

..... Petitioner Company

Authenticated copy of Minutes of Order dated May 10,
2013 along with the Scheme of Arrangement

10-05-2013
Engrossed on 16-05-2013
Section Writer
Polios
Examined by B. R. Gangurde (Gangurde)
Compared with D. G. Patwe Patwe
Ready on 23/05/2013
Witnessed on 24/05/2013

M/S RAJESH SHAH & CO
Advocates for the Petitioner
16, Oriental Building
30, Nagindas Master Road
Flora Fountain, Mumbai - 400 001



IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION 703 OF 2014

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO 466 OF 2014

FUTURE AGROVET LIMITED

..... Petitioner / Transferor Company

In the matter of the Companies Act, 1956
(1 of 1956);

AND

In the matter of Sections 391 to 394 of the
Companies Act, 1956;

AND

In the matter of Scheme of Amalgamation
between

Future Agrovet Limited

with

Future Consumer Enterprise Limited

and

their respective shareholders.

Called for Hearing

Mr. Rajesh Shah i/b Rajesh Shah & Co., Advocates for the Petitioner.

Mr. S. Ramakantha, Official Liquidator present in Company Scheme
Petition No. 703 of 2014.

Mr. R. C. Master i/b Mr. H.P. Chaturvedi for Regional Director.

CORAM: S. J. Kathawalla, J.

DATE: 30th January, 2015

1. Heard counsel for the parties. No objector has come before the court to oppose the Scheme and nor any party has controverted any averments made in the Petition.

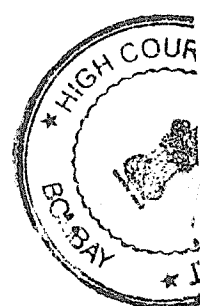


2. The sanction of the Court is sought under Sections 391 to 394 of the Companies Act, 1956, to the Scheme of Amalgamation between Future Agrovet Limited with Future Consumer Enterprise Limited and their respective shareholders.
3. Learned Advocate for the Petitioners states that the Petitioner Company is engaged in the business of procuring, processing and supplying of agricultural commodities in loose and packaged form to various formats of Future Group and to other institutional and general trade clientele. It also operates in staples warehousing of grains and pulses and the Transferee Company is engaged in the business of operating food and FMCG outlets and distribution in urban and rural areas with its own branded products and third party products and it also has investment in Salon and Spa businesses under the brand "Star" and "Sitara" and an edutainment company - Amar Chitra Katha Private Limited. The key objective of this Scheme is to ensure simplification of group structure by elimination of multiple entities and achieve greater administrative efficiency, elimination of administrative functions and multiple record keeping, thus resulting in reduced expenditure, and significant reduction in the multiplicity of regulatory compliances. The Petitioner Companies approved the said Scheme by passing the Board Resolutions which are annexed to the Company Scheme Petition.
4. The learned Advocate for the Petitioners further states that, Petitioner company have complied with all the directions passed in Company Summons for Direction and that the Company Scheme Petition have been filed in consonance with the orders passed in respective Summons for Direction.
5. Learned counsel for the Petitioners further states that the Petitioner Company is the wholly owned subsidiary of the



Transferee Company and all the shares of the Petitioner Company are presently held by the Transferee Company jointly with its nominees and after the Scheme being sanctioned, no new shares are required to be issued to the members of the Petitioner Company and the entire share capital of the Petitioner Company stands cancelled and the interests of the creditors are not affected in any manner and also in view of the judgement of this Court in Mahaamba Investments Limited Vs IDI Limited (2001) Company Cases 105, filing of a separate Company Summons for Direction and Company Scheme for Petition by Future Consumer Enterprise Limited, the Transferee Company was dispensed with, by order dated 27th June, 2014 passed in Company Summons for Direction No. 466 of 2014.

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6. The learned counsel appearing on behalf of the Petitioner Company has stated that the Petitioner Company has complied with all requirements as per directions of this Court and has filed necessary affidavits of compliance in the Court. Moreover, Petitioner Company undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956/2013 and the Rules made there under. The said undertaking is accepted.
 7. The Official Liquidator has filed his report on 22nd January, 2015 in Company Scheme Petition No 703 of 2014 stating therein that the affairs of the Petitioner Companies have been conducted in a proper manner and that the Petitioner Company may be ordered to be dissolved by this Court.
 8. The Regional Director has filed an Affidavit on 19th January, 2015 stating therein, save and except as stated in paragraph 6, it appears that the scheme is not prejudicial to the interest of shareholders and public.



In paragraph 6 of the said affidavit it is stated that:

That the Deponent respectfully submits that, the Tax issue if any arising out of this scheme shall be subject to final decision of Income Tax Authority and approval of the scheme by Hon'ble High Court may not deter the Income Tax Authority to scrutinize the tax returns filed by the petitioner company after giving effect to the amalgamation. The decision of the Income Tax Authority is binding on the petitioner company.

9. As far as the observations in paragraph 6 of the affidavit of the Regional Director is concerned, the petitioner through their counsel submits that the petitioner is bound to comply with all applicable provisions of Income Tax Act, and all tax issues arising out of Scheme of amalgamation will be met and answered in accordance with law.
10. The Learned Counsel for Regional Director on the instructions of Mr. M Chandanamuthu, Joint Director in the office of Regional Director, Ministry of Corporate Affairs, Western Region, Mumbai, states that they are satisfied with the undertakings given by the counsel of the Petitioner Company. The said undertakings given by the Petitioner Companies is accepted.
11. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy.
12. Since all the requisite statutory compliances have been fulfilled, the Company Scheme Petition is made absolute in terms of prayer clauses (a), (c) and (d).
13. The Petitioner Company to lodge a copy of this order and the Scheme, duly authenticated by the Company Registrar, High Court (O.S.), Bombay with the concerned Superintendent of Stamps, for



the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the Order.

14. Petitioner Company is directed to file a copy of this order along with a copy of the Scheme with the concerned Registrar of Companies, electronically, along with concerned E-Form INC 28 in addition to physical copy as per the relevant provisions of the Companies Act, 1956/2013 whichever is applicable.
15. The Petitioner Company to pay costs of Rs.10,000/- each to the Regional Director, Western Region, Mumbai and to the Official Liquidator, High Court, Bombay. Costs to be paid within four weeks from the date of the order.
16. Filing and issuance of the drawn up order is dispensed with.
17. All concerned regulatory authorities to act on a copy of this order along with Scheme duly authenticated by the Company Registrar, High Court (O. S.), Bombay.

(S. J. Kathawalla, J)

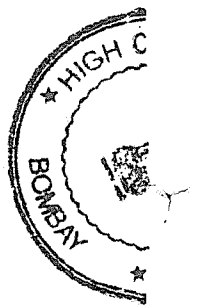
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16/02/2015

Mrs. K. M. RANE
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

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4.2.2015
Section Officer
High Court, Appellate Side
Bombay



SCHEME OF AMALGAMATION
BETWEEN
FUTURE AGROVET LIMITED
WITH
FUTURE CONSUMER ENTERPRISE LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS

(A) PREAMBLE

This Scheme of Amalgamation ('Scheme') is presented under Sections 391 to 394 and other applicable provisions of the Companies Act, 1956 for:

- (a) Amalgamation of Future Agroviet Limited with Future Consumer Enterprise Limited and their respective shareholders.
- (b) This Scheme also provides for various other matters consequential or otherwise.



(B) RATIONALE

The key objective of this Scheme is to ensure simplification of group structure by elimination of multiple entities and achieve greater administrative efficiency, elimination of administrative functions and multiple record keeping, thus resulting in reduced expenditure, and significant reduction in the multiplicity of regulatory compliances.

(C) PARTS OF THE SCHEME:

This Scheme of Amalgamation is presented under section 391 to 394 and other applicable provisions of the Companies Act, 1956 and is divided into the following parts:

- (i) **PART I** deals with the definitions and share capital;
- (ii) **PART II** deals with the amalgamation of Future Agroviet Limited with Future Consumer Enterprise Limited;
- (iii) **PART III** deals with general terms and conditions applicable to this Scheme.

PART I

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme (as defined hereunder), unless inconsistent with the subject or context, the following expressions shall have the following meaning:

- 1.1 **"Act" or "The Act"** means the Companies Act, 1956 (including Companies Act, 2013, if applicable) or any statutory modification or re-enactment thereof for the time being in force;
- 1.2 **"Appointed Date"** means 1st day of April, 2014 or such other date as may be approved by the High Court of Judicature at Bombay;
- 1.3 **"Board"** means Board of Directors and includes a committee thereof;
- 1.4 **"Court" or "High Court"** means the High Court of Judicature of Bombay and shall include the National Company Law Tribunal, if and when applicable;
- 1.5 **"Effective Date"** means date on which the certified copy of the Order of High Court of Judicature at Bombay under Sections 391 - 394 of the Act sanctioning the Scheme is filed with the Registrar of Companies, Maharashtra at Mumbai by FAL and FCEL;
- 1.6 **"FAL" or "the Transferor Company"** means Future Agrovat Limited, a company incorporated under the Companies Act, 1956, and having its Registered Office at Knowledge House, Shyamnagar, Off Jogeshwari Vikhroli Link Rd Jogeshwari (E), Mumbai-400060;
- 1.7 **"FCEL" or "the Transferee Company"** means Future Consumer Enterprise Limited, a company incorporated under the Companies Act, 1956, and having its Registered Office at Knowledge House, Shyamnagar, Off Jogeshwari Vikhroli Link Rd Jogeshwari (E), Mumbai-400060;
- 1.8 **"Scheme" or "the Scheme" or "this Scheme"** means this Scheme of Amalgamation in its present form as submitted to the High Court of Judicature of Bombay or this Scheme with such modification(s), if any made, as per Clause 16 of the Scheme;



All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contract Regulation Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

- 2.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court of Judicature at Bombay or made as per Clause 16 of the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date.
- 2.2 Any reference in this Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" or "upon the coming into effect of the Scheme" shall mean the Effective Date.

3. SHARE CAPITAL

- 3.1 The authorized, issued, subscribed and paid-up share capital of FAL as on March 31, 2013 is as under:

Share Capital	INR in Lacs
<u>Authorized Share Capital</u>	
6,00,00,000 Equity Shares of Rs. 10 each	6,000.00
TOTAL	6,000.00
<u>Issued, subscribed and paid-up Share Capital</u>	
3,65,00,000 Equity Shares of Rs. 10 each, fully paid up	3,650.00
TOTAL	3,650.00

Subsequent to the above date, there has been no change in the capital structure of the company. The entire equity share capital of FAL is held by FCEL.

- 2.2 The authorized, issued, subscribed and paid-up share capital of FCEL as on March 31, 2013 is as under:

Share Capital	INR in Lacs
<u>Authorized Share Capital</u>	
5,55,00,00,000 Equity Shares of Rs. 6 each	3,33,000.00
167,00,00,000 shares of Rs. 10 each	1,67,000.00
TOTAL	5,00,000.00

Share Capital	INR in Lacs
<u>Issued, subscribed and paid-up Share Capital</u>	
159,79,76,671 Equity Shares of Rs. 6 each, fully paid up	95,878.60
TOTAL	95,878.60

Subsequent to above and as on date, there has been no change in the capital structure of the company.

AMALGAMATION OF TRANSFEROR COMPANY WITH TRANSFeree COMPANY

4. TRANSFER AND VESTING

4.1 With effect from the Appointed Date, the whole of the undertaking including assets, investments and properties of the Transferor Company, shall, under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, without any further act or deed, stand transferred and/or deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the assets, investments and properties of the Transferee Company.

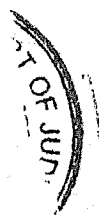
4.1.1 Any and all assets relating to the Transferor Company, as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery or by vesting and recordal pursuant to this Scheme shall stand transferred and vested by the Transferor Company to the Transferee company and shall become the property and an integral part of the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred and vested accordingly. No stamp duty shall be payable on the transfer of such movable properties upon its transfer and vesting in the Transferee company.

4.1.2 Any and all movable properties of the Transferor Company, other than those specified in sub-clause 4.1.1 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, shall without any



further act, instrument or deed, be transferred and vested as the property of the Transferee company.

4.1.3 Any and all immovable properties (including land together with the buildings and structures standing thereon) held/owned by the Transferor Company, whether freehold or leasehold/licensed and any documents of title, rights and easements in relation thereto, shall stand transferred to and be vested in the Transferee company, without any act or deed done by the Transferor Company or the Transferee company. With effect from the Appointed Date, the Transferee company shall be entitled to exercise all rights and privileges and be liable to pay lease rent/license fees, municipal taxes and fulfil all obligations, in relation to or applicable to such immovable properties. The mutation/assignment of title or rights to the immovable properties in the name of the Transferee company shall be made and duly recorded by the appropriate authorities or the concerned lessors/licensors pursuant to the sanction of this Scheme by the Hon'ble High Court and this Scheme becoming effective in accordance with the terms hereof without any further act or deed on part of the Transferee company.



4.2 With effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company, as on the Appointed Date, and all other liabilities which may accrue or arise after the Appointed Date but which relates to the period on or upto the day of the Appointed Date shall, pursuant to the Orders of the High Court or such other competent authority as may be applicable under Section 394 and other applicable provisions of the Act, without any further act or deed, be transferred or deemed to be transferred to and vested in the Transferee Company, so as to become as from the Appointed Date the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company.

4.3 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions or approvals or consents held by the Transferor Company required to carry on operations shall stand vested in or transferred to the Transferee Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee

Company. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents shall vest in and become available to the Transferee Company pursuant to the Scheme. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Transferor Company, the same shall vest with and be available to the Transferee Company on the same terms and conditions.

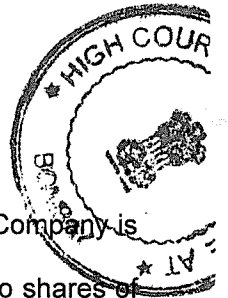
- 4.4 All the existing securities, mortgages, charges, encumbrances or liens, if any, as on the Appointed Date and those created by the Transferor Company after the Appointed Date, over the assets of the Transferor Company transferred to the Transferee Company shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date. Such securities, mortgages, charges, encumbrances or liens shall not relate or attach or extend or enlarge to any of the other assets of the Transferee Company.

5. CONSIDERATION

- 5.1 The entire issued, subscribed and paid-up share capital of the Transferor Company is held by the Transferee Company. Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of the Transferor Company and the share capital of the Transferor Company shall stand cancelled.
- 5.2 Upon the coming into effect of this Scheme, the share certificates, if any, and/or the shares in electronic form representing the shares held by the Transferee Company in the Transferor Company shall be deemed to be cancelled without any further act or deed for cancellation thereof by the Transferee Company.

6 ACCOUNTING TREATMENT

- 6.1 All assets and liabilities of the Transferor Company shall be transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at their respective fair values as may be determined by the Board of Directors;



6.2 The investment in the share capital of the Transferor Company held by the Transferee Company, if any, as on Effective date, shall stand cancelled.

6.3 Inter-company balances, if any, will stand cancelled;

6.4 The difference, between the fair value of assets and the fair value of liabilities transferred to the Transferee Company, after making the adjustment as mentioned in clause 6.2 and 6.3 above, in case of excess, shall be credited to Capital Reserve Account and in case of shortfall, be debited to Goodwill Account.

7. CONDUCT OF BUSINESS TILL THE EFFECTIVE DATE

7.1 The Transferor Company shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of its entire business and undertakings, for and on account of and in trust for the Transferee Company. The Transferor Company hereby undertakes to hold the said assets with utmost prudence until the Effective Date or Appointed Date, whichever is later.

7.2 Until the Scheme is effective, the Transferor Company shall carry on its businesses and activities with reasonable diligence and business prudence and shall not, alter or diversify its respective business nor venture into any new business, nor alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business without the prior consent of the Transferee Company.

7.3 With effect from the Appointed Date upon the Scheme becoming effective, all the profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company, shall for all purposes be treated as the income or profits or losses or expenditure as the case may be of the Transferee Company.

7.4 The Transferor Company shall not vary the terms and conditions of employment of any of the employees except in the ordinary course of business or without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Company as the case may be.

- 7.5 The Transferor Company and/or the Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government, and all other agencies, departments and authorities concerned as are necessary under any law or rules, for such consents, approvals and sanctions, which the Transferee Company may require to carry on the business of the Transferor Company.

8. LEGAL PROCEEDINGS

- 8.1 If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

- 8.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Company, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company.



9. CONTRACTS, DEEDS, ETC

- 9.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance Letters of Intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining to the Transferor Company to which the Transferor Company is party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.
- 9.2 The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. The Transferee Company shall be deemed to be authorised to execute any such

deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

9.3 All taxes of any nature, duties, cess or any other like payments or deductions made by Transferor Company to any statutory authorities such as Income Tax, Sales tax, Service Tax, Value Added Tax etc. or any tax deduction/ collection at source, relating to the period after the Appointed Date and upto the Effective Date shall be deemed to have been on account of and on behalf of Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to Transferee Company upon the passing of the order on this Scheme by the High Court or any other appropriate authority and upon relevant proof and documents being provided to the said authorities.

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

9.5 All cheques and other negotiable instruments, payment orders received in the name of Transferor Company after the Effective Date shall be accepted by the bankers of Transferee Company and credited to the account of Transferee Company. Similarly, the banker of Transferee Company shall honor cheques issued by Transferor Company for payment after the Effective Date

10. SAVING OF CONCLUDED TRANSACTIONS

The transfer of assets, properties and liabilities under Clause 4 above and the continuance of proceedings by or against the Transferee Company under Clause 8 above shall not affect any transaction or proceedings already concluded by the Transferor Company, on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of the Transferee Company

11. STAFF, WORKMEN & EMPLOYEES

- 11.1 All the permanent employees of the Transferor Company, who are in service on the date immediately preceding the Effective Date shall, on and from the Effective Date become and be engaged as the employees of the Transferee Company, without any break or interruption in service as a result of the transfer and on terms and conditions not less favorable than those on which they are engaged by the Transferor Company immediately preceding the Effective Date. Services of the employees of the Transferor Company shall be taken into account from the date of their respective appointment with the Transferor Company for the purposes of all retirement benefits and all other entitlements for which they may be eligible. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Transferor Company shall also be taken into account.
- 11.2 The services of such employees shall not be treated as having been broken or interrupted for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.
- 11.3 It is provided that as far as the Provident Fund, Gratuity Fund and Pension and Superannuation Fund or any other special fund created or existing for the benefit of the staff, workmen and other employees of the Transferor Company are concerned, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company in respect of the employees transferred with the undertaking for all purposes whatsoever relating to the administration or operation of such Funds or Trusts or in relation to the obligation to make contribution to the said Funds or Trusts in accordance with the provisions of such Funds or Trusts as provided in the respective Trust Deeds or other documents. The Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees or be transferred to and merged with other similar funds of the Transferee Company.
- 11.4 It is the aim and the intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such Funds or Trusts shall become those of the Transferee Company. The Trustees including the Board of the Transferor Company and the Transferee Company or through any committee / person



duly authorized by the Board in this regard shall be entitled to adopt such course of action in this regard as may be advised provided however that there shall be no discontinuation or breakage in the services of the employees of the Transferor Company.

- 11.5 With effect from the date of filing of this Scheme with the High Court and up to and including the Effective Date, the Transferor Company shall not vary or modify the terms and conditions of employment of any of its employees, except with written consent of the Transferee Company.

12. WINDING UP

The Transferor Company shall stand dissolved automatically without being wound up.

13. COMBINATION OF AUTHORISED CAPITAL

- 13.1 Upon coming into effect of the Scheme, the Authorized Share Capital of the Transferor Company as mentioned in Clauses 3.1 above, or such amount as may be on the Effective Date, may be added to the Authorized Share Capital of the Transferee Company, as on Effective Date, without any further act or deed and without any further payment of stamp duty or the registration fees and Clause V of the Memorandum of Association and Article 3 of the Articles of Association of the Transferee Company to be amended accordingly.

- 13.2 The Authorized Capital to be increased by Rs. 60,00,00,000 (Rupees Sixty Crores Only) divided into 10,00,00,000 Equity Shares of Rs. 6 each.

PART III - GENERAL TERMS AND CONDITIONS

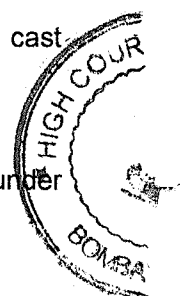
14. APPLICATION TO HIGH COURT

- 14.1 The Transferor Company and the Transferee Company, as may be directed by the High court of Judicature at Bombay shall make all necessary applications and petitions under Sections 391 to 394 of the Act and other applicable provisions of the Act for seeking approval of the Scheme.

15. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

- (a) The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective shareholders and/or creditors of the Transferee Company and the Transferor Company as may be directed by the respective High Court.
- (b) The Scheme being approved by a shareholders' resolution of the Transferee Company passed by way of postal ballot/e-voting in terms of para 5.16 of Circular Number CIR/CFD/DIL/5/2013 dated February 4th, 2013 issued by Securities and Exchange Board of India ("SEBI") read with para 7 of Circular Number CIR/CFD/DIL/8/2013 dated May 21st, 2013 issued by SEBI; provided that the same shall be acted upon only if the votes cast by the public shareholders in favor of the proposal are more than the number of votes cast by the public shareholders against it.
- (c) The Scheme being sanctioned by the High Court or any other authority under Sections 391 to 394 and other applicable provisions of the Act.
- (d) The certified copies of the Orders of High Court of Judicature at Bombay under Sections 391 and 394 of the Act sanctioning the Scheme are filed with the Registrar of Companies, Mumbai, Maharashtra, by the Transferor Company and the Transferee Company.



16. MODIFICATION OR AMENDMENTS TO THE SCHEME

The Transferor Company and the Transferee Company with approval of their respective Boards may consent, from time to time, on behalf of all persons concerned, to any modifications/amendments or additions/deletions to the Scheme which may otherwise be considered necessary, desirable or appropriate by the said Boards to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds matters, and things necessary for bringing this Scheme into effect or agree to any terms and / or conditions or limitations that the Hon'ble Court or any other authorities under law may deem fit to approve of, to direct and /or impose. The aforesaid powers of the Transferor Company and the Transferee

Company to give effect to the modification/amendments to the Scheme may be exercised by their respective Boards or any person authorised in that behalf by the concerned Board subject to approval of the Hon'ble Court or any other authorities under applicable law.

17. EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme not being sanctioned by the Bombay High Court or such other competent authority and / or the Order not being passed as aforesaid, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

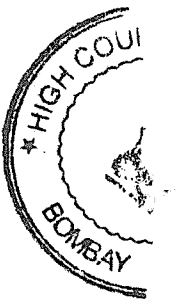
18. COSTS, CHARGES & EXPENSES

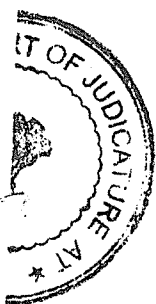
All costs, charges, taxes including duties, levies and all other expenses, arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.

Certified to be TRUE COPY
For RAJESH SHAH & CO.

Rajesh Shah
Advocate for the Petitioner/Applicant

TRUE-COPY
16/02/2015
Mrs. K. M. RANE
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY





IN THE HIGH COURT OF JUDICATURE AT BOMBAY
COMPANY SCHEME PETITION NO 703 OF 2014
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTIONS NO 466 OF 2014
In the matter of the Companies Act, 1956 (1 of 1956);

AND

In the matter of Sections 391 to 394 of the Companies Act,
1956;

AND

In the matter of Scheme of Amalgamation
between

Future Agrovat Limited

with

Future Consumer Enterprise Limited

and

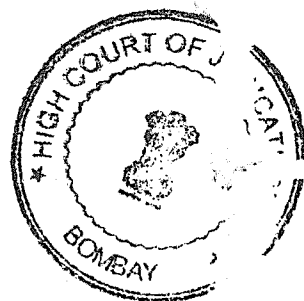
their respective shareholders

Future Agrovat Limited

..... Petitioner Company

AUTHENTICATED COPY OF MINUTES OF ORDER
DATED JANUARY 30, 2015 ALONG WITH THE SCHEME
OF AMALGAMATION

M/S Rajesh Shah & Co
Advocates for the Petitioner
16, Oriental Building,
30, Nagindas Master Road,
Flora Fountain,
Mumbai - 400 001



Applied on... 03/02/2015
Engrossed on... 12/02/2015
Section Writer.....
Folios.....
Examined by... [Signature]
Compared with... [Signature]
Ready on... 16 FEB 2015
Delivered on... 17 FEB 2015

**IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH, COURT-III**

**C.P. (CAA) No. 1012 of 2020
Connected with
C.A. (CAA) No. 984 of 2020**

In the matter of Section 230-232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016;

And

In the matter of Scheme of Arrangement between ATHENA LIFE SCIENCES PRIVATE LIMITED, ("Athena" or "the Demerged Company") and FUTURE CONSUMER LIMITED, ("FCL" or "the Resulting Company") and their respective Shareholders and Creditors.

ATHENA LIFE SCIENCES PRIVATE LIMITED

CIN: U24233MH2014PTC315619

... Petitioner Company No. 1/
the Demerged Company

FUTURE CONSUMER LIMITED

CIN: L52602MH1996PLC192090

...Petitioner Company No. 2/
the Resulting Company

Order delivered on 15th July, 2021

Coram

Hon'ble Shri H.V. Subba Rao : Member (Judicial)
Hon'ble Shri Chandra Bhan Singh : Member (Technical)

Appearances (via videoconferencing):

For the Petitioner(s) : Mr. Ahmed M Chunawala i/b M/s. Rajesh Shah &
Co., Advocate.



Per Shri H.V. Subba Rao, Member (Judicial)

ORDER

1. Heard the Learned Counsel for the Petitioner Companies. No objector has come before this Tribunal to oppose the Scheme nor any party controverted any averments made in the Petitions to the said Scheme.
2. The sanction of the Tribunal is sought under Sections 230 to 232 of the Companies Act, 2013 and other relevant provisions of the Companies Act, 2013 and the rules framed there under for the Scheme of Arrangement between ATHENA LIFE SCIENCES PRIVATE LIMITED, ("Athena" or "the Demerged Company") and FUTURE CONSUMER LIMITED, ("FCL" or "the Resulting Company") and their respective Shareholders and Creditors.
3. The Petitioner Companies have approved the said Scheme of Arrangement by passing the Board Resolutions dated 24th February, 2020 and on 31st January 2020 which are annexed to the respective Company Scheme Petitions.
4. The Learned Advocate appearing on behalf of the Petitioners states that the Petitions have been filed in consonance with the Order passed in the Company Scheme Application No. 984 of 2020 of the Hon'ble Tribunal.
5. The Learned Advocate appearing on behalf of the Petitioners further states that the Petitioner Companies have complied with all requirements as per directions of the National Company Law Tribunal, Mumbai Bench and they have filed necessary affidavits of compliance in the National Company Law Tribunal, Mumbai Bench.
6. The Learned Counsel for the Petitioner Companies states that the First Petitioner Company presently carrying on business of marketing, selling and distributing fast moving consumer goods and services in the cosmeceutical and healthcare space, which includes but not



limited to, brands like D'Free, Hair for Sure, Safe and Sure, Just for Moms, Iraya, Fab Fit etc. and that the Second Petitioner Company presently is carrying on business of manufacturing, branding, marketing, sourcing and distribution of fast-moving consumer goods, food and processed food products. Its product portfolio includes product categories, such as basic foods, snacks, frozen and processed food products, beverages, personal care and home care under its own portfolio of brands.

7. The rationale for the Scheme of Arrangement of the Petitioner Companies would have following benefits:

- a. Combination of Identified Undertaking with FUTURE CONSUMER LIMITED is a strategic fit and will help expand the business of FUTURE CONSUMER LIMITED in the growing markets of India.
 - b. Consolidation of the Identified Undertaking with FUTURE CONSUMER LIMITED, thereby making available the increased resources and assets for the Identified Undertaking, which should help in pursuing a long term and aggressive growth path for its portfolio products; and
 - c. Enhance competitive strength, achieve cost reduction, efficiencies and productivity gains by pooling the technologies and resources of FUTURE CONSUMER LIMITED and the Identified Undertaking, helping contribute to the future growth and targeting a wider base of customers.
8. The Regional Director has filed his Report dated 24th day of March, 2021 *inter-alia* making the following observations in Paragraphs IV (a) to (g) which are reproduced hereunder:

Para	Observation by the Regional	Undertaking of the Petitioner
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	Director	Company/ Rejoinder
IV(a)	In compliance of AS-14 (IND AS-103), the Transferee Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-S (IND AS-8) etc.	So far as the observation in paragraph IV (a) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Companies submits that in addition to Compliance of AS-14 (IND AS103), the Petitioner Companies shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8).
IV(b)	As per Definition of the Scheme "Appointed Date" for the purpose of this Scheme means 1st April, 2019 or such other date as the Hon'ble NCLT, Mumbai Bench or other competent authority may approve/fix. Effective Date" means the last of the dates on which certified copy of the Order of the Tribunal sanctioning the Scheme of Arrangement is	So far as the observation in paragraph IV (b) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Companies submits that the Appointed Date is 1st April, 2019 from which it shall be effective and the scheme shall be deemed to be effective from such date and not at a date subsequent to the appointed date.



	filed with Registrar of Companies by the Transferor Company and Transferee Company. Further, the Petitioner may be asked to comply with the requirements and clarified vide circular no. F. No.7/12/2019/CL-I dated 21.08.2019 issued by the Ministry of Corporate Affairs.	
IV(c)	ROC, Mumbai Report dated 15.02.2021 has inter-alia mentioned that there are no prosecution, no technical scrutiny, no inquiry, no inspection but one compliant is pending against Transferee Company i.e. Future Consumer Limited regarding Technical Scrutiny vide SRN No. 100032176 dated 23.07.2018. Further observation mentioned that:- i. As per Master Data of Transferor and	So far as the observation in paragraph IV (c)(i) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Companies submits that there is no change in the capital structure of the Transferor Company since 31st March, 2019 and the as on date capital is same as that mentioned in the Scheme. Further the capital structure of the Transferee Company as per the Scheme is as below. Authorized Share Capital 5,65,00,00,000 equity shares of



Transferee Company's Authorised Share Capital and Paid-up Share Capital does not match with the scheme. ii. Inquiry proceeding has been initiated against the Transferee Company vide Ministry's letter no.03/87/2018/CL-II dated 16.04.2018. Inquiry report is under process. iii. Email dated 28.08.2020 received from Farrokh N. Cooper, Chairman & Managing Director of Cooper Corporation private Limited to Hon'ble Railway Minister Piyush Goyal regarding request to ensure dues of operational creditors of future group are protected in its	Rs.6/- each and 1,67,00,00,000 unclassified shares of Rs. 10/- each of Rs. 50,60,00,00,000/- Issued. Subscribed and Full Paid-un Share Capital 1 ,92,04,62,680 equity shares of Rs. 6/-each of Rs. 11,52,27 ,76,080/- After 31st March, 2019, shares were allotted pursuant to exercise of Employee Stock Options during the Ps FY 2019-20 1. Allotment of 1,04,500 equity shares pursuant to exercise of Employee Stock Options on 23rd May, 2019 2. Allotment of 2,00,000 equity shares pursuant to exercise of Employee Stock Options on 4th July, 2019 Allotment of 2,87,500 equity shares pursuant to exercise of Employee Stock Options on 6th September, 2019 3. Allotment of 55,000 equity
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	merger with Reliance Industries. iv. Report in Media (Business Today dated 28.08.2020) regarding Kishor Biyani's Future Enterprise set to seal Reliance Retail deal on Saturday. v. Shri Vilcram Surana has formulated email on t 1.03.2020 regarding objection to composite scheme of arrangement by Future Group of Companies. Hon'ble Tribunal may consider the same and decide the matter on merit.	shares pursuant to exercise of Employee Stock Options on 2nd January, 2020 Further allotment was made pursuant to conversion of Convertible Debentures (FY 2020-21) 1. Allotment of 1,64,15,600 equity shares of the Company to Verlinvest SA pursuant to conversion of Compulsorily Convertible Debentures including outstanding coupons thereon. 2. Allotment of 4,95,15,599 equity shares of the Company to International Finance Corporation pursuant to conversion of Compulsorily Convertible Debentures including outstanding coupons thereon. After the aforesaid allotments, present Issued, Subscribed and Paid-up Capital of the Company is Rs. 11,92,22,45,2741- divided into 1,98,70,40,879 equity shares
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		of Rs. 6/- each. So far as the observation in paragraph IV (c)(ii) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Companies submits that Transferee Company had received an Order for furnishing of information of the Company from the office of Registrar of Companies, Maharashtra at Mumbai, dated 6th December, 2018 bearing number ROC.M/Inq206(4)/17/05/2018/8922 under Section 206 (4) of the Companies Act, 2013 to which the Company had submitted reply on 14th January, 2019. Thereafter no communication has been received by the Petitioner Company No.2 on the said matter. Further the Transferee Company is not in receipt of letter no. 03/87/2018/CL-II dated 16.04.2018 for inquiry proceeding initiated against the Transferee Company.
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		So far as the observation in paragraph IV (c)(iii) to (c)(v) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Companies submits that the present Scheme of Arrangement between Athena Lifesciences Private Limited and Future Consumer Limited is separate from the Composite Scheme of Arrangement between Future Consumer Limited along with other Transferor Companies with Future Enterprises Limited and their respective Shareholders and Creditors. The objections raised are pertaining to Composite Scheme of Arrangement, hence should be taken separately
IV(d)	It is observed that Transferee Company i.e. Future Consumer Limited have foreign shareholders/ NRIs, therefore, the Petitioner Companies shall undertake to comply with the provisions of	So far as the observation in paragraph IV (d) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Companies submits that there is no Foreign Non-Resident interest in the Transferor Company.



	FERA/FEMA and RBI.	Transferee Company being listed Company has foreign shareholding. However, there is no compliance to be undertaken for with respect to Foreign Non-Resident shareholders as per the Scheme.
IV(e)	On examination of MCA21 records, it is noticed that the Transferor Company, ATHENA LIFESCIENCES PRIVATE LIMITED has filed standalone financial statements of VITALIC NUTNTION PNVATE LIMITED, its associate company along with the AOC-4 e-Form, instead of its own for FY 2018-19 and FY 2017-18. This is violation of Section 129 r/w 134 of Companies Act, 2013. The Petitioner Company may be directed to compound the same.	So far as the observation in paragraph IV (e) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Companies submits that the Transferor Company has correctly filed Form AOC 4 XBRL for FY 2017-18 vide SRN H44940641 and for FY 2018-19 vide SRN R17361437.
IV(f)	The Auditors of the Transferor Company has qualified their report for FY	So far as the observation in paragraph IV (f) of the Report of the Regional So far as the



2019-20, 2018-19, 2017-18 w.r.t. Investment made in associate company Vitalic Nutrition Pvt. Ltd. The company has invested in share capital of Vitalic Nutrition Pvt. Ltd, an associate company. As per the audited latest financial statement, the net Vitalic Nutrition Pvt. Ltd has eroded substantially In view of this and in absence of other convincing evidence, in our opinion, there is a permanent diminution in the value of Investment. This investment is carried at INR 91,66,670/- in the financial statements as on 31st March, 2020. The management has not determined the realizable value of the investment and therefore we are unable to determine any adjustment to the carrying value of Investment.	observation in paragraph IV (f) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Companies submits that the proposed scheme would benefit members, creditors, employees of Athena Lifesciences Private Limited and Future Consumer Limited as it would achieve the following: - Combination of Identified Undertaking with Future Consumer Limited is a strategic fit and will help expand the business of Future Consumer Limited in the growing markets of India. - Consolidation of the Identified Undertaking with Future Consumer Limited, thereby making available the increased resources and assets for the Identified Undertaking, which should help in pursuing a long , term and aggressive growth path for its portfolio products; and
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The Auditors of the Transferor Company has qualified their report for FY 2017-18 w.r.t. going concern of the Company. Emphasis of Matter Material Uncertainties Related to Going Concern. We draw your attention to Para No. 3 to the statement of accounting policies to financial statements which describes the circumstances under which the company has selected to prepare its financial statements on the going concern assumptions. The non-materialization of the proposed scheme of arrangement may cast a doubt on the company's ability to continue as going concern. Our opinion is not qualified in respect of this matter. The petitioner companies have submitted the financials of the Transferor	c) Enhance the competitive strength, achieve cost reduction, efficiencies and productivity gains by pooling the technologies and resources of Future Consumer Limited and the Identified Undertaking, helping contribute to the future growth and targeting a wider base of customers. d) In addition, the proposed scheme was planned in early 2019 to help the four brands that are a part of Identified Undertaking be benefited by the large distribution network offered by Future Consumer Limited resulting in the opportunity for the consumers to experience these brands across India using Future Consumer Limited's distribution footprint. e) As per the commercial negotiation between the Transferor and Transferee Company, the ongoing litigation
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	Company - along with bifurcation of the Demerged Undertaking and Remaining Business. It is noticed that entire revenue from operations in the Transferor Company (INR 12,177,343 for FY 2018-19) is from the Demerged Undertaking. There is no revenue activity in the Remaining part. For FY 2018-19, there was just 'Other Income' in the remaining part arising out of 'Interest Income' and 'Excess Provisions reserved'. The Investments qualified by the Auditors in Vitalic Nutrition Pvt. Ltd. is kept in the Remaining Business. In light of the above, the petitioner companies may submit how the proposed scheme will be beneficial to Transferor Company	of Athena Lifesciences Private Limited will continue with the Remaining business. f) The Transferor Company will continue to focus on marketing/selling and distribution business in relation to the product portfolios and brands such as "Just for Moms" and "Fab Fit" along with the investments made in Vitalic Nutrition Private Limited. It should be noted that the ongoing Covid- 19 pandemic and the resulting economic slowdown had impacted the business performance of the Remaining Business as well as the Identified Undertaking
IV(g)	Along with the application/petition to the Directorate, the petitioner	So far as the observation in paragraph IV (g) of the Report of the Regional Director is



has submitted Unaudited Financial Results for the period ended 30/06/2020 for the Transferee Company (Future Consumer Limited) as Annexure E8. The following is mentioned in Note 4 of the said Results: "The Board of Directors of the Company at its meeting held on August 29, 2020 has inter-alia, considered and approved the amalgamation of Future Consumer Limited (FCL) along with other Transferor Companies with Future Enterprises Limited (FEL). The Proposed amalgamation would be carried out vide a Composite Scheme of Amalgamation between FCL along with other Transferor Companies with FEL and their respective shareholders and creditors pursuant to Section 230 to 232 and other related provisions of the Companies Act, 2013. The said Scheme	concerned, the Learned Counsel for the Petitioner Companies submits that the present Scheme of Arrangement between Athena Lifesciences Private Limited and Future Consumer Limited is separate from the Composite Scheme of Arrangement between Future Consumer Limited along with other Transferor Companies with Future Enterprises Limited and their respective Shareholders and Creditors.
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shall be subject to requisite approvals of statutory / regulatory authorities, including those from shareholders and creditors of Transferor Companies and Transferee Company and other applicable contractual approvals." The petitioner companies may submit full facts in the matter of the said Composite Scheme and Hon'ble Tribunal may satisfy itself on the merits of the matter.	
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9. The observations made by the Regional Director have been explained by the Petitioner Companies in Para 8 above. The Representative of the RD has submitted that the explanations and clarifications given by the petitioner companies are found satisfactory and that they have no objection to the Scheme. The affidavit filed by the Petitioner Companies is accepted by this Tribunal and that the Regional Director has filed his supplementary report on 10th May, 2021.
10. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. Since all the requisite statutory compliances



have been fulfilled, Company Scheme Petition No. 1012 of 2020 is made absolute in terms of clauses (a) to (c). Hence ordered.

ORDER

- a. The said Scheme of Arrangement is hereby sanctioned and declared the same to be binding on the Demerged Company and the Resulting Company AND their respective shareholders and Creditors.
- b. Upon the Scheme coming into effect, the Transferee Company shall, in consideration of transfer and vesting of the Identified Undertaking, do the following:

The Transferee Company would, without any further application, deed, action or thing, issue and/or allot on proportionate basis to each Shareholder /Member of the Transferor Company, whose name is registered in the Register of Members as on the Appointed Date (which shall be considered as the Record Date for the purpose of allotment of shares), 13 (Thirteen) fully paid-up equity shares of the Transferee Company, each of a face value of Rs. 6 (Rupees Six only) for every 83 (Eighty-Three) fully paid-up equity share(s) held by such Shareholder/Member in the Transferor Company.

- c. Petitioners are directed to file a copy of this Order along with a copy of the Scheme of Arrangement with the concerned Registrar of Companies, electronically along with E-Form INC-28, in addition to physical copy within 30 days from the date of receipt of the Order from the Registry.



- d. The Petitioner Companies to lodge a copy of this Order and the Scheme duly authenticated by the Joint/ Deputy/ Assistant Registrar, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable within 60 days from the date of receipt of the Order, if any.
- e. All authorities concerned to act on a copy of this Order along with Scheme duly authenticated by the Joint/ Deputy/ Assistant Registrar, National Company Law Tribunal, Mumbai.
- f. The Appointed Date is 1st April, 2019.

11. Ordered Accordingly.

Sd/-

CHANDRA BHAN SINGH
MEMBER (TECHNICAL)

Sd/-

H. V. SUBBA RAO
MEMBER (JUDICIAL)

Certified True Copy
Date of Application 15.07.2024
Number of Pages 17
Fee Paid Rs. 85
Applicant called for collection on 07.09.2024
Copy prepared on 07.09.2024
Copy Issued on 07.09.2024

[Signature]
Registrar

National Company Law Tribunal, Mumbai Bench



**SCHEME OF ARRANGEMENT
UNDER SECTIONS 230 TO 232 READ WITH OTHER APPLICABLE
PROVISIONS OF THE COMPANIES ACT, 2013**

**BETWEEN
ATHENA LIFE SCIENCES PRIVATE LIMITED
AND
FUTURE CONSUMER LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

PREAMBLE:

This Scheme of Arrangement is prepared under the provisions of Sections 230 to 232 of the Companies Act, 2013 read with other applicable provisions of the Companies Act, 2013, for the demerger of Identified Undertaking (defined below) of Athena Life Sciences Private Limited (hereinafter referred to as “**Transferor Company**” or “**Athena**”) to Future Consumer Limited (hereinafter referred to as (“**Transferee Company**” or “**FCL**”), for the consideration as set out in the Scheme. This Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

The Transferor Company will continue to pursue its interests in the Remaining Business (defined below) as is presently being carried out.

A. Description of Companies:

- a. Athena Life Sciences Private Limited (“**Transferor Company**” or “**Athena**”)
 - i. Athena is a private limited company incorporated under the Companies Act, 1956 (CIN: U24233MH2014PTC315619), having its registered office presently at Off. No. 406, Accord Building, Phool Bagh, I B Patel Road, Opp. Rly Stn, Goregaon (East) Mumbai - 400063.
 - ii. Athena is *inter alia* engaged in the business of marketing, selling and distributing fast moving consumer goods and services in the cosmeceutical and healthcare space, which includes but not limited to, brands like D’Free, Hair for Sure, Safe and Sure, Just for Moms, Iraya, Fab Fit etc.
- b. Future Consumer Limited (“**Transferee Company**” or “**FCL**”)
 - i. FCL is a public limited company, incorporated under the Companies Act, 1956 (CIN L52602MH1996PLC192090), having its registered office at Knowledge House, Shyam Nagar, Off. Jogeshwari Vikhroli Link Road, Jogeshwari (East), Mumbai – 400 060.
 - ii. The Equity Shares of FCL are listed on BSE Limited and the National Stock Exchange of India Limited.
FCL is *inter alia* engaged in the business of branding, marketing, sourcing, manufacturing and distribution of fast-moving consumer goods, food and processed food products. Its product portfolio includes product categories, such as basic foods, snacks, frozen and processed food products, beverages, personal care and home care under its own portfolio of brands.

B. Rationale and Purpose of the Scheme of Arrangement:

The Board of Athena and FCL believes that this Scheme of Arrangement would result in benefit to members, creditors and employees of Athena and FCL and the same will not be detrimental to the public. Further, the proposed Scheme of Arrangement would *inter alia* achieve the following:

- a. Combination of Identified Undertaking with FCL is a strategic fit and will help expand the business of FCL in the growing markets of India;



- b. Consolidation of the Identified Undertaking with FCL, thereby making available the increased resources and assets for the Identified Undertaking, which should help in pursuing a long term and aggressive growth path for its portfolio products; and
- c. Enhance competitive strength, achieve cost reduction, efficiencies and productivity gains by pooling the technologies and resources of FCL and the Identified Undertaking, helping contribute to the future growth and targeting a wider base of customers;

In view of the aforesaid, the Board of Athena and FCL have considered and proposed this Scheme of Arrangement under the provisions of Sections 230 to 232 of the Companies Act 2013 read with other applicable provisions of the Companies Act 2013 (as amended).

C. Parts of the Scheme:

The Scheme is divided into the following parts:

- a. **PART I** sets out the Definitions, Share Capital and date of taking effect of the Scheme;
- b. **PART II** sets out the provisions for transfer and vesting of Identified Undertaking of the Transferor Company into the Transferee Company, Consideration and Remaining Business of the Transferor Company; and
- c. **PART III** sets out the General Terms and Conditions.

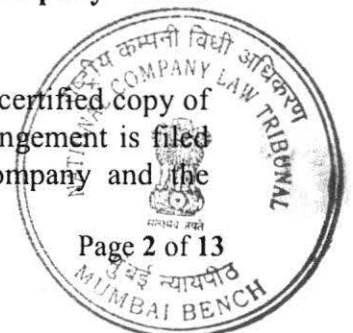
PART – I

DEFINITIONS AND SHARE CAPITAL

1.1. DEFINITIONS

In this Scheme of Arrangement, unless inconsistent with the subject or context, in addition to the terms defined elsewhere in this Scheme, the following capitalized terms shall have the meaning set out below:

- 1.1.1. "**Act**" or "**the Act**" means the Companies Act, 2013, the rules and regulations made thereunder and will include any statutory modification or re-enactment thereof for the time being in force;
- 1.1.2. "**Appointed Date**" for the purpose of this Scheme means 1st April, 2019 or such other date as the Hon'ble NCLT, Mumbai Bench or other competent authority may approve / fix. ;
- 1.1.3. "**Athena**" or "**Transferor Company**" means Athena Life Sciences Private Limited, a private limited company incorporated under the Companies Act, 1956 (CIN: U24233MH2014PTC315619), having its present registered office at Off. No. 406, Accord Building, Phool Bagh, I B Patel Road, Opp. Rly Stn, Goregaon (East) Mumbai - 400063;
- 1.1.4. "**Board**" or "**Board of Directors**" means the board of directors of the Transferor Company or the Transferee Company as the context may require, and shall include a committee constituted thereof and authorized thereby, for the purposes of matters pertaining to the Scheme and/or any other consequential or incidental matter in relation thereto;
- 1.1.5. "**Companies**" means Athena and FCL collectively and "**Company**" means Athena or FCL individually, as the context may require;
- 1.1.6. "**Effective Date**" means the last of the dates on which the certified copy of the Order of the Tribunal sanctioning the Scheme of Arrangement is filed with the Registrar of Companies by the Transferor Company and the



Transferee Company;

- 1.1.7. **"FCL" or "Transferee Company"** means Future Consumer Limited, a public limited company, incorporated under the Companies Act, 1956 (CIN: L52602MH1996PLC192090), having its registered office at Knowledge House, Shyam Nagar, Off. Jogeshwari Vikhroli Link Road, Jogeshwari (East), Mumbai – 400 060;
- 1.1.8. **"Identified Undertaking"** means the marketing, selling and distribution business of the Transferor Company in relation to the portfolio products/brands namely, D'Free, Hair for Sure, Iraya and Safe & Sure, as a going concern and free of encumbrances of any nature ("**Business**"), together with all undertakings, businesses, activities, operations, assets and liabilities of whatsoever nature and kind, relating to the Business as on the Appointed Date and includes without limitation:
- (i) All assets and liabilities pertaining to the Business, including but not limited to intellectual property rights, inventories, stock-in-trade or stock-in-transit and merchandising, including any other materials, supplies, finished goods, wrapping supply and packaging items, all earnest moneys and/or security deposits, cash and bank balances, advances, receivables, together with all present and future liabilities appertaining or relatable thereto;
 - (ii) Without prejudice to the provisions of sub-clause (i) above, the Business shall also include all properties and assets in connection with or pertaining or relatable to the Business such as goodwill, customer details, licenses, permits, quotas, registrations, agreements, contracts, arrangements, privileges or all other rights including tax deferrals, tax credits (including business tax losses and unabsorbed tax depreciation), tax balances and other benefits, incentives, tenancy rights, if any, and all other rights, title, interests, copyrights, patents, trademarks, trade names, know-how and other industrial or intellectual property rights of any nature whatsoever, consent, approvals or powers of every kind nature and description whatsoever in connection with or pertaining or relatable the Business and all statutory licenses, permissions, approvals or consents to carry on the Business;
 - (iii) All liabilities pertaining to the Business. For the purposes of this Scheme, it is clarified that liabilities pertaining to the Business include:
 - (a) The liabilities, which arise out of the activities or operations of the Business;
 - (b) Liabilities other than those referred to in sub-clauses (a) above and not directly relatable to the Business, being the amounts of general or multipurpose borrowings of Athena shall be allocated to the Business in the same proportion, which the value of the assets transferred under this Clause bears to the total value of the assets of Athena immediately before giving effect to this Scheme;
 - (iv) All employees of Athena employed in and/or relatable to the Business;
 - (v) All deposits and balances with government, semi government, local and other authorities, and bodies, customers and other persons, earnest moneys and / or security deposits paid or received by Athena directly or indirectly in connection with or relating to the Business;
 - (vi) All necessary books, records, files, papers, product specifications, process of manufacture, along with their licenses, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Business of Athena.

It is clarified that any question that may arise as to whether a specified asset



or liability pertains or does not pertain to the Business or whether it arises out of the activities or operations of the Business shall be decided by mutual agreement between the Board of Directors of Athena and FCL.

1.1.9. **“Registrar of Companies”** means the Registrar of Companies, Mumbai, Maharashtra;

1.1.10. **“Remaining Business”** means marketing/ selling and distribution business in relation to the product portfolios/ brands, ‘*Just for Moms*’ and ‘*Fab Fit*’ alongwith all undertakings, businesses, activities, operations, investments of all kinds and the assets and the liabilities of Athena, other than in relation to the Identified Undertaking (as defined in Clause 1.1.8. above);

1.1.11. **“Scheme”** or **“the Scheme”** or **“this Scheme”** or **“Scheme of Arrangement”** means this Scheme of Arrangement in its present form as submitted to the Tribunal or as the case may be this Scheme with such modification(s), if any made, as per Clause 3.8. of the Scheme;

1.1.12. **“SEBI”** means the Securities Exchange Board of India;

1.1.13. **“SEBI Circular”** means the circular issued by SEBI, being circular CFD/DIL3/CIR/2017/21 dated 10th March 2017, and any amendments thereof, modifications issued pursuant to regulations 11, 37 and 94 of the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015 including Circular CFD/DIL3/CIR/2018/2 dated 3rd January 2018

1.1.14. **“Stock Exchanges”** means Bombay Stock Exchange (**“BSE”**) and the National Stock Exchange of India Limited (**“NSE”**);

1.1.15. **“Tribunal”** or **“NCLT”** means the National Company Law Tribunal, Mumbai as constituted and authorized as per the provisions of the Act for approving any scheme of arrangement, compromise or reconstruction of companies under Sections 230 to 240 of the Act;

1.2. SHARE CAPITAL

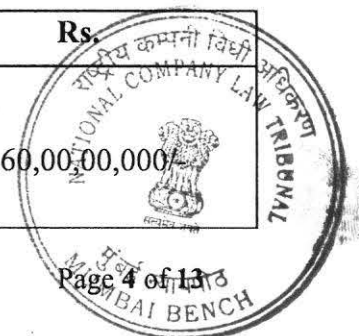
1.2.1. The share capital of the Transferor Company as on 31st March 2019 is as under:

Share Capital	Rs.
<u>Authorized Share Capital</u>	
6,50,00,000 equity shares of Rs. 10 each	Rs. 65,00,00,000/-
<u>Issued, Subscribed and Fully Paid-up Share Capital</u>	
6,38,06,336 equity shares of Rs. 10 each	Rs. 63,80,63,360/-

There has been no change in authorized share capital of the Transferor Company subsequent to 31st March 2019.

1.2.2. The share capital of the Transferee Company as on 31st March 2019 is as under:

Share Capital	Rs.
<u>Authorized Share Capital</u>	
5,65,00,00,000 equity shares of Rs.6/- each and 1,67,00,00,000 unclassified shares of Rs. 10/- each	Rs. 50,60,00,00,000/-



<u>Issued, Subscribed and Fully Paid-up Share Capital</u>	
1,92,04,62,680 equity shares of Rs. 6/-each	Rs. 11,52,27,76,080/-

There has been no change in authorized share capital of the Transferee Company subsequent to 31st March 2019.

1.3. DATE OF TAKING EFFECT OF THE SCHEME

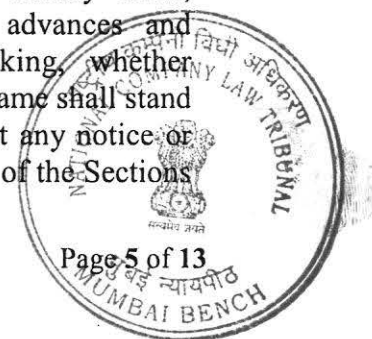
Each section of the Scheme set out herein in its present form or with any modification(s) shall be effective from the Appointed Date and operative from Effective Date.

PART – II

2.1. TRANSFER AND VESTING OF IDENTIFIED UNDERTAKING OF THE TRANSFEROR COMPANY INTO THE TRANSFEE COMPANY, CONSIDERATION AND REMAINING BUSINESS OF THE TRANSFEROR COMPANY

2.1.1. Upon the Scheme becoming effective and with effect from the Appointed Date, the Identified Undertaking of the Transferor Company shall stand transferred to and vested in or deemed to be transferred to and vested in the Transferee Company, as a going concern, in the following manner:

- a) Upon the Scheme becoming effective and with effect from the Appointed Date, the whole of the Identified Undertaking and all the properties, tangible and intangible, relating to the Identified Undertaking shall, pursuant to the provisions contained in the Sections 230 to 240 and all other applicable provisions, if any, of the Act and without any further act, deed, matter or thing, stand transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company on a going concern basis so as to vest in the Transferee Company all rights, title and interest relating to the Identified Undertaking.
- b) Upon the Scheme becoming effective and with effect from the Appointed Date, all the immovable properties, if any, of the Identified Undertaking, whether freehold or leasehold and any documents of title and rights thereto shall stand transferred and vested in Transferee Company and shall become the property and integral part of the Transferee Company, without any further act, instrument or deed required by either of the Transferee Company or Transferor Company and without requirement of any approval or acknowledgement of any third party.
- c) In respect of such assets and properties of the Identified Undertaking as are movable in nature or incorporeal property or are otherwise capable of transfer by delivery or possession, or by endorsement and/ or delivery, including cash-in-hand the same shall be physically handed over by delivery to the Transferee Company by the Transferor Company upon coming into effect of the Scheme and shall, ipso facto and without any other order to this effect, become the assets and properties of the Transferee Company.
- d) In respect of the assets other than those dealt within sub-clause (c) above and forming part of the assets, including but not limited to sundry debts, receivables including tax balances, bills, credits, loans, advances and deposits, if any, pertaining to the Identified Undertaking, whether recoverable in cash or in kind or for value to be received, the same shall stand transferred to and vested in the Transferee Company without any notice or other intimation to any person in pursuance of the provisions of the Sections



230 to 240 of the Companies Act, 2013, read with other relevant provisions of the Act to the end and intent that the right of the Transferor Company to recover or realize the same stand transferred to the Transferee Company. The Transferee Company shall, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such person, as the case may be, that the said debt, receivables, bills, credits, loans, advances or deposits stand transferred and vested in the Transferee Company and that appropriate modification should be made in their respective books/ records to reflect the aforesaid changes and the Transferor Company shall provide all necessary assistance required in this regard.

- e) Upon the Scheme becoming effective and with effect from the Appointed Date, all debts, liabilities (other than any liability pertaining to any tax or tax related litigations), contingent liabilities, duties and obligations of every kind, nature and description of the Transferor Company pertaining to Identified Undertaking under the provisions of the Sections 230 to 240 and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company, so as to become from the Appointed Date, the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.
- f) On and from the Effective Date, till such time that the bank accounts in the name of the Transferor Company in relation to the Identified Undertaking have been replaced with that of the Transferee Company, the Transferee Company shall be entitled to maintain and operate such bank accounts of the Transferor Company, in the name of the Transferor Company for such time as may be determined to be necessary by the Transferee Company. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company, in relation to the Identified Undertaking, after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company.
- g) Upon the Scheme becoming effective and with effect from the Appointed Date, any statutory licenses, permissions or approvals or consents held by Athena required to carry on operations of the Identified Undertaking shall stand vested in or transferred to FCL without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of FCL and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents shall vest in and become available to FCL as if they were originally obtained by FCL. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted by any government body, local authority or by any other person, or availed of by Athena relating to the Identified Undertaking, are concerned, the same shall vest with and be available to FCL on the same terms and conditions as applicable to Athena, as if the same had been allotted and/or granted and/or sanctioned and/or allowed to FCL.
- h) It is clarified that if any assets, (estate, claims, rights, title, interest in, or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever in relation to Identified Undertaking which Athena owns or to which Athena is a party and which cannot be transferred to FCL for any reason whatsoever, Athena shall hold such assets or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit



of FCL to which the Identified Undertaking is being transferred in terms of this Scheme, in so far as it is permissible so to do, till such time as the transfer is effected.

2.2. CONSIDERATION

2.2.1. Upon the Scheme coming into effect, the Transferee Company shall, in consideration of transfer and vesting of the Identified Undertaking, do the following:

2.2.1.1. The Transferee Company would, without any further application, deed, action or thing, issue and/or allot on proportionate basis to each Shareholder /Member of the Transferor Company, whose name is registered in the Register of Members as on the Appointed Date (which shall be considered as the Record Date for the purpose of allotment of shares), 13 (Thirteen) fully paid up equity shares of the Transferee Company, each of a face value of Rs. 6 (Rupees Six only) for every 83 (Eighty Three) fully paid up equity share(s) held by such Shareholder /Member in the Transferor Company.

2.2.1.2. The equity shares allotted to the Shareholders /Members of the Transferor Company (as per Clause 2.2.1.1), shall be subject to the provisions of the Memorandum of Association and Articles of Association of the Transferee Company and shall rank *pari passu* in all respects with the existing equity shares of the Transferee Company.

2.2.1.3. The Transferee Company shall apply for listing of the new equity shares on the Stock Exchanges in terms of and in compliance of SEBI Circular and other relevant provisions as may be required under applicable law. The new equity shares shall remain frozen in depository system till listing /trading permission is given by the Stock Exchange(s).

2.2.1.4 In case any equity shareholder of Athena has holding in Athena, such that it becomes entitled to a fraction of an equity share of FCL, FCL shall not issue fractional share certificates to such member but shall instead, round off all fractional entitlements to the nearest integer for each of the fractional entitlement.

2.2.1.5 The approval of this Scheme by the shareholders and/or creditors of the Transferee Company and the Transferor Company, under Sections 230 to 232 of the Act and other applicable provisions under the Act, shall also be deemed to be the approval by the shareholders and/or creditors under the applicable provisions of the Act and the applicable law, for the purpose of issuance and allotment of the Equity Shares of the Transferee Company to the Shareholders/Members of the Transferor Company, in accordance with the Scheme. It is clarified that no additional special resolution under Section 62(l)(c) of the Act, or any other provision of the Act or applicable law shall be required to be passed for issuance and allotment of the equity shares of the Transferee Company to the Shareholders /Members of the Transferor Company under this Scheme.

2.3. REMAINING BUSINESS OF THE TRANSFEROR COMPANY

2.3.1. It is clarified that the Remaining Business and all the assets, liabilities and obligations of the Transferor Company, other than those transferred pursuant to this Scheme with the Identified Undertaking, shall continue to belong to and be managed by the Transferor Company.

2.3.2. All legal and other proceedings by or against the Transferor Company under any statute, whether pending on the Appointed Date or which may be initiated in future, relating to the Remaining Business of the Transferor Company (including those relating to any property, right, power, liability, obligation or duty of the Transferor



Company in respect of the Remaining Business of the Transferor Company) shall be continued and enforced by or against the Transferor Company.

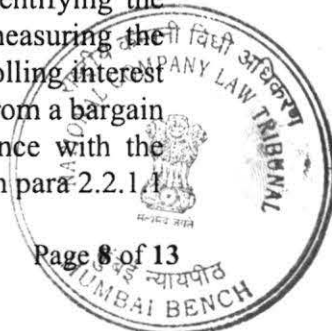
- 2.3.3. After the Effective Date, if any proceedings are taken against the Transferee Company in respect of matters relating to the Remaining Business, the Transferor Company shall indemnify and keep indemnified the Transferee Company against all costs liabilities and obligations incurred by the Transferee Company in respect thereof.
- 2.3.4. All assets and properties acquired by the Transferor Company at any time after the Appointed Date shall, to the extent that the same do not relate to the Identified Undertaking, form part of the Remaining Business of the Transferor Company.
- 2.3.5. All liabilities, debts and obligations incurred by or arising against the Transferor Company at any time after the Appointed Date shall, to the extent that the same do not relate to the Identified Undertaking, form part of the Remaining Business of the Transferor Company.
- 2.3.6. The Transferor Company shall be entitled to enter into such contracts as the Transferor may deem fit and proper in respect of the Remaining Business of the Transferor Company.
- 2.3.7. All the profits or incomes accruing or arising, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Company in relation to Remaining Business of the Transferor Company shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes, expenditure or losses (including taxes) of the Transferor Company.
- 2.3.8. All employees engaged in or relation to the Remaining Business shall continue to be employed by the Transferor Company and the Transferee Company shall not in any case, be liable or responsible for any claims whatsoever arising in relation to such employees.

2.4. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEROR COMPANY

Upon coming into effect of this Scheme and upon the arrangement becoming operative and with effect from the Effective Date, the Transferor Company shall reduce from its books, the book value of the Identified Undertaking and liabilities thereon as on the Appointed Date and shall be transferred to FCL's books.

2.5. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEE COMPANY

- 2.5.1. Notwithstanding anything contained in the other parts of the Scheme, upon coming into effect of this Scheme and upon the arrangement becoming operative and with effect from the Effective Date, the demerger of Identified Undertaking of Athena with FCL shall be accounted for in the books of account of FCL in accordance with 'Acquisition Method' of accounting as per Indian Accounting Standard (Ind AS) 103 (Business Combination) prescribed under Section 133 of the Companies Act, 2013.
- 2.5.2. Applying the acquisition method as per Ind AS 103 requires (a) identifying the acquirer (b) determining the acquisition date (c) recognising and measuring the identifiable assets acquired, the liabilities assumed and any non-controlling interest in the acquiree and (d) recognising and measuring goodwill or a gain from a bargain purchase. Further, on the effective date of the scheme, in accordance with the requirement of Ind AS 103 for accounting, consideration determined in para 2.2.1.1



will be fair valued.

PART – III

3. GENERAL TERMS AND CONDITIONS

3.1. APPROVALS:

3.1.1. The Transferor Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority and all agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to own and operate the Identified Undertakings.

3.1.2. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority and all agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to own and run the Identified Undertakings. Further, the Transferor Company shall also provide its assistance to the Transferee Company for obtaining the aforesaid consents, approvals and sanctions.

3.2. COMPLIANCE WITH TAX LAWS:

3.2.1. This Scheme complies with the conditions relating to “demerger” as defined under Section 2 (19AA), Section 47, Section 72A and other relevant sections and provisions, of the Income-tax Act, 1961 and is intended to apply accordingly. If any terms or clauses of this Scheme are found to be or interpreted to be inconsistent with any of the said provisions (including the conditions set out therein) at a later date whether as a result of a new enactment or any amendment or coming into force of any provision of the Income-tax Act, 1961 or any other law or any judicial or executive interpretation or for any other reason whatsoever, Parties shall negotiate in good faith to modify this Scheme in a mutually satisfactory manner that ensures compliance of this Scheme with such Provisions.

3.3. ADMINISTRATIVE CONVENIENCE:

3.3.1. Notwithstanding anything contained in other clauses of this Scheme, the Transferor Company, shall enter into such documents, agreements; make applications to various authorities, regulatory bodies to facilitate the uninterrupted transitions of the business from the Transferor Company to the Transferee Company.

3.3.2. Notwithstanding anything contained in other clauses of this Scheme but in accordance with the Act and other applicable laws, the Transferor Company and the Transferee Company, may enter into such documents, agreements, arrangements and make applications to various authorities, regulatory bodies to facilitate the sharing of, *inter alia* any common services, employees, intellectual properties and other assets (whether moveable or immovable).

3.4. LEGAL PROCEEDINGS

3.4.1. All legal proceedings by or against the Transferor Company pending and/ or arising before the Effective Date and relating to the Identified Undertaking, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Transferee Company.

3.4.2. After the Effective Date, if any proceedings are taken against the Transferor Company in respect of the matters relating to Identified Undertaking as referred



above, it shall defend the same at the cost of the Transferee Company, and the Transferee Company will reimburse and indemnify the Transferor Company against all liabilities and obligations incurred by the Transferor Company in respect thereof.

- 3.4.3. The Transferee Company undertakes to have all respective legal or other proceedings initiated by or against the Transferor Company with respect to the Identified Undertaking post Effective Date, as referred in Clause 3.4.1 and 3.4.2 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company as the case may be, to the exclusion of the Transferor Company.

3.5. CONTRACTS, DEEDS, ETC.

- 3.5.1. All contracts, deeds, bonds, agreements, memorandum of understandings and other instruments, if any, of whatsoever nature and subsisting or having effect on the Effective Date and relating to the Identified Undertaking of the Transferor Company, shall continue in full force and effect against or in favour of the Transferee Company and may be enforced effectively by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.
- 3.5.2. The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

3.6. STAFF, WORKMEN & EMPLOYEES

- 3.6.1. Upon the coming into effect of this Scheme, all employees of the Transferor Company engaged in or in relation to the Identified Undertaking and who are in such employment as on the Effective Date shall become the employees of the Transferee Company and, subject to the provisions of this Scheme, on terms and conditions not less favorable than those on which they are engaged by the Transferor Company and without any interruption of or break in service as a result of the transfer of the Identified Undertaking.
- 3.6.2. In so far as the existing provident fund, gratuity fund and pension and/ or superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by the Transferor Company for the employees related to the Identified Undertaking (collectively referred to as the "Funds"), the Funds and such of the investments made by the Funds which are referable to the employees related to the Identified Undertaking being transferred to the Transferee Company, in terms of Clause 3.6.1 above shall be transferred to the Transferee Company and shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. In the event that the Transferee Company do not have their own funds in respect of any of the above, the Transferee Company may, subject to necessary approvals and permissions, continue to contribute to relevant funds of the Transferor Company, until such time that the Transferee Company create their own fund, at which time the Funds and the investments and contributions pertaining to the employees related to Identified Undertaking shall be transferred to the funds created by the Transferee Company. Subject to the relevant law, rules and regulations applicable to the Funds, the Boards of the Transferor Company and the Transferee Company may decide to continue to make the same.



contributions to the Funds of the Transferor Company.

3.7. BUSINESS UNTIL EFFECTIVE DATE

- 3.7.1. During the time between Appointed Date and upto the Effective Date;
- 3.7.1.1. All the profits or income accruing or arising to Athena in respect of the Identified Undertaking or expenditure or losses arising to or incurred by Athena in respect of the Identified Undertaking, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of Transferee Company;
- 3.7.1.2. the Transferor Company shall stand possessed of all the properties and assets relating to the Identified Undertaking for and in trust for the Transferee Company;
- 3.7.1.3. the shareholders of the Transferor Company shall, save as expressly provided otherwise in the Scheme, continue to enjoy their existing respective rights under the Articles of Association of the Transferor Company;
- 3.7.1.4. the Transferor Company shall not sell, assign, license or create any encumbrance over any movable property, intellectual property or any other assets relating to the Identified Undertaking;
- 3.7.1.5. the Transferor Company shall not utilize the profits or income, if any, relating to the Identified Undertaking for the purpose of declaring or paying any dividend to its shareholders or issuing bonus shares or for any other purpose without the prior consent of the Board of Directors of the Transferee Company;
- 3.7.1.6. the Transferor Company shall not vary the terms of service of its employees to their detriment relating to the Identified Undertaking, except in the ordinary course of business or prevailing policies of the Transferor Company;
- 3.7.1.7. the Transferor Company shall preserve the properties, assets, goodwill, receivables and business of the Identified Undertakings with reasonable diligence and business prudence and shall not take any decision of material significance without the prior consent of the Board of Directors of the Transferee Company.
- 3.7.1.8. The Transferor Company shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort, either for itself or on behalf of its affiliates or associates or any third party, except in case:
- (a) such action is expressly provided in the Scheme; or
 - (b) such action is in the ordinary course of business; or
 - (c) written consent of the Transferee Company has been obtained in relation to such act.
- 3.7.1.9. Except with the written consent of the Transferee Company, the Transferor Company in relation to the Identified Undertaking shall not:
- (a) Waive, defer or release any rights that it may have against any person or any obligations that a person may have towards the Transferor Company, other than in ordinary course of business;
 - (b) Commence or settle any litigation, dispute or claim which involves any amount in excess of Rs. 10 lakh or admit any liability in any litigation, dispute or claim, where such liability corresponds to any amount in excess of Rs. 10 lakhs, as the case may be.

3.8. MODIFICATION OF SCHEME



3.8.1. Each of the Transferor Company and the Transferee Company by their respective Board of Directors or any committee thereof or any Director authorised, in that behalf (hereinafter referred to as the "**Delegate**") may together assent to, or make, from time to time, any modification(s) or amendment(s) or addition(s) to this Scheme which the NCLT may deem fit to approve or impose certain conditions, which both the parties may in their discretion accept, or such modification(s) or amendment(s) or addition(s) both the parties or as the case maybe, their respective. Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out the purpose of this Scheme and as approved by the NCLT, and both parties by their respective Board of Directors or Delegates are authorised to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible under law) for bringing this Scheme into effect. In the event any conditions may be imposed by the NCLT or any authorities, which the Companies find unacceptable for any reason, then the both parties shall be at liberty to withdraw the Scheme. The aforesaid powers of the Transferee Company and the Transferor Company may be exercised by the Delegate of the respective Companies. It is clarified that any modification or amendment to the Scheme by the Companies, after the sanction by the NCLT, shall only be made with the prior consent of the NCLT.

3.8.2. For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Delegates (acting jointly) of the Companies may give and are authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

3.9. FILING OF APPLICATIONS

Each of the Companies shall with all reasonable dispatch, make and file the applications/ petitions under Sections 230 to 232 of the Act and/or other provisions under the Act as may be applicable, before the NCLT for sanction of this Scheme and the Companies shall obtain all requisite approvals as may be required under law to give effect to the Scheme.

3.10. CONDITIONALITY OF SCHEME

3.10.1. This Scheme is conditional upon and subject to:

3.10.1.1. The Scheme being approved by the requisite majority of the members and/or creditors of the Companies and/or by such other persons as may be required under the Act and as directed by the NCLT;

3.10.1.2. The requisite sanctions and approvals of any Government Authority including Stock Exchanges, SEBI and any other regulatory authority, as may be required by law, in respect of the Scheme being sanctioned;

3.10.1.3. The sanction of this Scheme by the NCLT;

3.10.1.4. Copy(ies) of the order(s) of the NCLT sanctioning the Scheme being filed with the Registrar of Companies, Mumbai, Maharashtra;

3.11. EFFECTS OF NON-RECEIPT OF APPROVALS / SANCTIONS

3.11.1 In the event of the Scheme not being sanctioned by the NCLT and/or the order or orders not being passed by 30th September, 2021 or by such later date as may be



agreed by the respective Board of the Companies, the Scheme shall become fully null and void. Additionally, the Board of Directors of the Transferee Company and the Transferor Company may mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, the Scheme shall become fully null and void. In such event, no rights and liabilities shall accrue to the parties in terms of the Scheme, save and except, in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. In such event, each party shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme.

3.12. SEVERABILITY

- 3.12.1. Each Part of the Scheme shall be given effect to as per the chronology in which it has been provided for in the Scheme. Each Section in each Part is independent of each Section and is severable. However, failure of any one Section of one part for lack of necessary approval from the shareholders / creditors / statutory regulatory authorities or for any other reason that the Board of respective Companies may deem fit, then this shall not result in the whole Scheme failing. It shall be open to the Board of Directors concerned to consent to sever such Section(s) of such part(s) of the Scheme and implement the rest of the Scheme with such modification.

3.13. COSTS, CHARGES AND EXPENSES

- 3.13.1. All costs, charges and all expenses of the Transferor Company, and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne and paid by the Transferor Company and the Transferee Company as mutually agreed between them.
- 3.13.2. Stamp duty on the order(s) of the Tribunal, if any, shall be borne by the Transferor Company.

Certified True Copy
Date of Application 15-07-2024
Number of Pages 13
Fee Paid Rs. 65
Applicant called for collection copy on 07-09-2024
Copy prepared on 07-09-2024
Copy Issued on 07-09-2024

By R. I. G. G. G.
Registrar
National Company Law Tribunal, Mumbai Bench

