



# FOODS AND INNS LIMITED

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Registered Office: Udyog Bhavan, 2<sup>nd</sup> Floor, 29 Walchand Hirachand Marg, Ballard

Estate, Mumbai 400001 website: www.foodsandinns.com

Corporate Identity No: L55200MH1967PLC013837

May 2, 2018

To,

The General Manager,  
Listing Department,  
BSE Limited,  
P J Towers, Dalal Street,  
Fort, Mumbai - 400 001

**Script Code: 507552**

Dear Sirs,

Ref: - Regulations 37 of SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015 ("SEBI (LODR) Regulations, 2015")

Sub:-Scheme of Amalgamation of Finns Frozen Foods India Limited (a wholly owned subsidiary of Foods and Inns Limited) with Foods and Inns Limited and their respective shareholders ('the Scheme' or 'this Scheme')

1. We refer to our letter dated April 21, 2018 making intimation under Regulation 30 of the SEBI (LODR) Regulations, 2015 about the Scheme of Amalgamation of Finns Frozen Foods India Limited ("FFFIL" or "the Transferor Company") with Foods and Inns Limited ("FNIL" or "the Transferee Company") and their respective shareholders ('the Scheme' or 'this Scheme') under Section 230 to 232 and other and other applicable provisions the Companies Act, 2013.
2. Pursuant to Regulation 37 of SEBI (LODR) Regulations, 2015 read with SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, please find attached the certified true copy of draft Scheme of Amalgamation of Finns Frozen Foods India Limited (a wholly owned subsidiary of Foods and Inns Limited) with Foods and Inns Limited and their respective shareholders ('the Scheme' or 'this Scheme') for your record.
3. Certified True copy of Board of Directors resolution approving the draft scheme of amalgamation.

Thanking You,

Yours Sincerely,

For **FOODS AND INNS LIMITED**

  
**RANDEEP KAUR**  
**COMPANY SECRETARY**



Encl: - As Above

**SCHEME OF AMALGAMATION  
OF  
FINNS FROZEN FOODS INDIA LIMITED  
("FFFIL" OR "THE TRANSFEROR COMPANY")  
WITH  
FOODS AND INNS LIMITED  
("FNIL" OR "THE TRANSFEREE COMPANY")  
AND  
THEIR RESPECTIVE SHAREHOLDERS**

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**(A) PREAMBLE**

The Scheme of Amalgamation is presented under Section 230 – 232 of the Companies Act, 2013 for amalgamation of Finns Frozen Foods India Limited with Foods and Inns Limited. This Scheme also provides for various other matters consequential to amalgamation or otherwise integrally connected herewith.

**(B) RATIONALE FOR THE SCHEME**

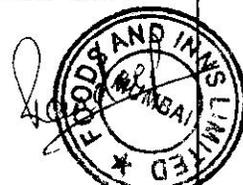
The Amalgamation of Finns Frozen Foods India Limited with Foods and Inns Limited would have the following benefits:

- Integration of operations of complimentary / similar line of business resulting in rationalization of administrative and operating costs;
- Elimination of multiple entities;
- Reducing the multiplicities of legal and regulatory compliance;
- Elimination of duplicative communication and coordination efforts; and
- Reducing time and efforts for co-ordination of financials at group level other benefits like better capacity utilisation of all plants and machinery & equipments for frozen technology, optimum utilization of resources resulting in business synergies and thereby increasing the operational efficiencies.
- Elimination of Managerial overlaps in running two separate entities.
- Better servicing to common customer base through a single consolidated entity

This Scheme of Amalgamation is divided into the following parts:

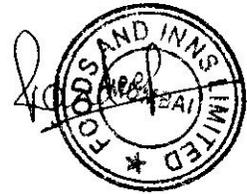
- (i) **Part A** deals with the definitions and taking effect of the Scheme;
- (ii) **Part B** deals with the capital structure of the Transferor and Transferee Company;

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- (iii) **Part C** deals with amalgamation of Finns Frozen Foods India Limited with Foods and Inns Limited;
- (iv) **Part D** deals with other terms and conditions applicable to this Scheme.

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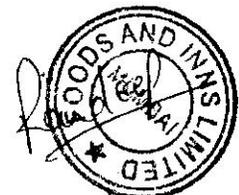
**PART A**  
**DEFINITIONS AND SHARE CAPITAL**

**1. DEFINITIONS**

In this Scheme of Amalgamation, unless inconsistent with the subject or context, the following expressions shall have the following meanings:

- 1.1 **“Act” or “the Act”** means the Companies Act, 2013 and Rules framed thereunder as in force from time to time and includes any statutory modification(s), re-enactment(s) or amendment thereof from time to time ;
- 1.2 **“Appointed Date”** means April 1, 2018 or such other date as may be approved by the NCLT or such other competent authority;
- 1.3 **“Board of Directors” or “Board”** means the Board of Directors of the Transferor Company or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof;
- 1.4 **“Effective Date”** means the date on which the certified copy of the order sanctioning this Scheme of Amalgamation, passed by the NCLT or such other competent authority, as may be applicable, is filed by the Transferor Company and the Transferee Company with the Registrar of Companies, Mumbai, Maharashtra;
- 1.5 **“FNIL” or “the Transferee Company”** means Foods and Inns Limited (CIN:L55200MH1967PLC013837), a company incorporated under the Companies Act, 1956 and having its registered office at Udyog Bhavan, 2nd Floor, 29 Walchand Hirachand Marg, Ballard Estate, Mumbai 400001;
- 1.6 **“FFFIL” or “the Transferor Company”** means Finns Frozen Foods India Limited (CIN: U29195MH1982PLC026696), a company incorporated under the provisions of Companies Act, 1956 and having its registered office at Foods and Inns Building, Sion Trombay Road, Punjabwadi, Deonar, Mumbai - 400 088, Maharashtra;

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- 1.7 **“NCLT”** means the National Company Law Tribunal and the National Company Law Appellate Tribunal as constituted and authorized as per the provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under Section 230 – 232 of the Companies Act, 2013;
- 1.8 **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this Scheme of Amalgamation in its present form or with any modification(s) made under Clause 15 of this Scheme as approved by the NCLT or any modification(s) / amendment(s) directed by the NCLT or such other competent authority, as may be applicable;
- 1.9 **“Stock Exchange”** means the Bombay Stock Exchange Limited.

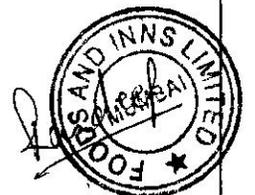
All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws,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

## 2. **DATE OF TAKING EFFECT**

The provisions of this Scheme as they relate to the merger of the Transferor Company into the Transferee Company, have been drawn up to comply with the conditions relating to “amalgamation” as defined under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

This Scheme shall be Effective from the Appointed Date but shall be operative from the Effective Date.

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**PART B**

**CAPITAL STRUCTURE OF THE TRANSFEROR AND TRANSFEREE  
COMPANY**

**3. SHARE CAPITAL**

3.1 The authorised, issued, subscribed and paid-up share capital of the Transferor Company as on March 31, 2018 is as under:

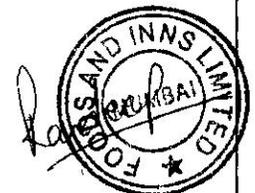
<b>Particulars</b>	<b>Amount (In Rs.)</b>
<b>Authorized Share Capital</b>	
1,00,00,000 Equity Shares of Rs. 10/- each	10,00,00,000
<b>TOTAL</b>	<b>10,00,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
53,50,000 Equity Shares of Rs. 10/- each fully paid up	5,35,00,000
<b>TOTAL</b>	<b>5,35,00,000</b>

As on the Appointed Date i.e. April 1, 2018 the entire share capital of the Transferor Company is held by the Transferee Company.

3.2 The authorised, issued, subscribed and paid-up share capital of the Transferee Company as on March 31, 2018 is as under:

<b>Particulars</b>	<b>Amount (In Rs.)</b>
<b>Authorized Share Capital</b>	
60,00,000 Equity Shares of Rs. 10/- each	6,00,00,000
3,00,000 Redeemable Preference Shares of Rs. 100/- each	3,00,00,000
<b>TOTAL</b>	<b>9,00,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
16,41,942 Equity Shares of Rs. 10/- each fully paid up	1,64,19,420
<b>TOTAL</b>	<b>1,64,19,420</b>

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- The Company has outstanding 36,000 warrants to be converted into 36,000 equity shares of the Company. Upon exercise of these warrants the Issued, Subscribed and Paid-up Equity Share Capital of the Company will increase by 36,000 equity shares.
- The Board of Directors vide their meeting dated 21-04-2018, approved to issue 3,00,000 9% Non cumulative Non Convertible Redeemable Preference Shares of Rs 100 each amounting to Rs 3,00,00,000/-. Upon receiving the necessary approvals and filling of required forms, the Issued, Subscribed and Paid-up Share Capital of the Company will increase by the same.

The equity shares of the Transferee Company are currently listed on BSE Limited.

**PART C**  
**AMALGAMATION OF FINNS FROZEN FOODS INDIA LIMITED WITH**  
**FOODS AND INNS LIMITED**

**4. TRANSFER AND VESTING OF UNDERTAKING**

- 4.1 Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of the Scheme, the entire business and whole of the undertaking of the Transferor Company including all its properties and assets, (whether movable or immovable, tangible or intangible including development rights, if any), land and building, leasehold or freehold assets and other properties, real, in possession or reversion, (including all piece and parcel of land taken on long term lease from Maharashtra Industrial Development Corporation known as Plot No. A-1 in the Sinnar Industrial Area, within the village limits of Sinnar Municipal Council in rural area, Taluka and Registration sub-district, Sinnar, District and Registration District Nasik, containing by admeasurement 13,143 sq mtrs and all structures above it) present and contingent assets (whether tangible or intangible) of whatsoever nature, all the receivables, advances, deposits etc. including, without limitation, all the movables and immovable properties and assets of the Transferor Company comprising amongst others all plant and machinery, investments, and business licenses, permits, authorizations, if any, rights including commercial rights, track record, and benefits of all agreements and all other interests, rights and powers of every kind, nature and description

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whatsoever, privileges, liberties, easements, advantages, benefits and approvals, advance and other taxes paid to the authorities, brand names, trademarks, copy rights, lease, tenancy rights, statutory permissions, consents and registrations, all rights or titles or interest in properties by virtue of any court decree or order, all records, files, papers, contracts, licenses, power of attorney, lease, tenancy rights, letter of intents, permissions, benefits under income tax, such as credit for advance tax, tax deducted at source, unutilized deposits or credits, minimum alternate tax, bought forward tax losses and unabsorbed depreciation, book losses and book unabsorbed depreciation, credit for service tax, sales tax / value added tax , goods & service tax and / or any other statutory duties, cess etc. including customs duty, incentives, if any, and all other rights, title, interest, contracts including lease agreements, Conveyances, Agreement for Sale etc., consent, approvals or powers of every kind and description, agreements shall, pursuant to the Order of the NCLT and pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act and without further act, instrument or deed, but subject to the charges affecting the same be transferred and/or deemed to be transferred to and vested in the Transferee Company on a going concern basis so as to become the assets of the Transferee Company.

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

4.2 Without prejudice to the generality of Clause 4.1 above, upon coming into effect of this Scheme and with effect from the Appointed Date:

- (a) Subject to the provisions of this Scheme, as specified hereinafter, and with effect from the Appointed Date, the entire business and the undertaking of the Transferor Company including all debts, liabilities, duties and obligations of the Transferor Company of every description and also including, without limitation, all the movable properties and assets of the Transferor Company comprising amongst others all investments, vehicles, furniture and fixtures, computers, office equipment, permits, authorizations, if any, rights and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges,

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liberties, easements, advantages, benefits and approvals, shall without any further act or deed, but subject to the charges affecting the same be transferred and/or deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the assets and liabilities of the Transferee Company.

- (b) Without prejudice to the provisions of Clause 4.2. (a) above, in respect of such assets and properties of the Transferor Company as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Company and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of the undertaking, without requiring any separate deed or instrument or conveyance for the same.
  - (c) In respect of movables other than those dealt with in Clause 4.2 (b) above including sundry debtors, bills, loans and advances, deposits of any kind and other current assets, if any, whether receivable in cash or kind or for the value to be received, cash and bank balances, investments, etc., shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors or depositor or any person, as the case may be so that the said debt, loan, advance, deposit, investments, etc. stands transferred to and vested in the Transferee Company.
  - (d) All pre-qualifications, right to use the work experience, qualifications, capabilities, legacies and track record with government and / or non-government agencies / bodies, contracts with clients and with vendors ( including all or any technical parameters, past performance, track record, financials of the Transferor Company and all or any certificate of completion or any such certificate awarded to the Transferor Company)
- 4.3 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all benefits, concessions, reliefs, including but not limited to benefits under Income tax Act, 1961, and such as credit for advance tax, tax deducted at source ("TDS"), carry forward of Minimum Alternate Tax Credit, carry forward of tax

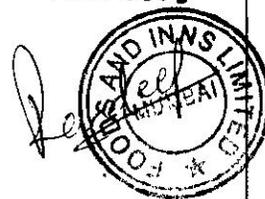
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losses and unabsorbed depreciation, book losses and book unabsorbed depreciation, continuation of tax holidays, benefits, concessions and other benefits to which the Transferor company is entitled to in terms of any Scheme, statute of the Union, State and / or Local Governments bodies and any statutory licenses, registrations, incentives, tax credits, tax refunds, rights, claims, leases, tenancy rights, liberties, permissions, approvals or consents relating to and / or held by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date shall stand vested in or transferred to the Transferee Company, pursuant to the Scheme, without any further act or deed and shall remain valid, effective and enforceable on the same terms and conditions and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company pursuant to this Scheme. Various incentives, subsidies, special status and other benefits or privileges granted by any Government body, local authority or by any other person, or enjoyed and availed of by the Transferor Company shall vest with and be available to the Transferee Company on the same terms and conditions.

- 4.4 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all debts, liabilities, duties and obligations of every kind, nature and description pertaining to the Transferor Company shall also without any further act or deed, be transferred to or deemed to be transferred to the Transferee Company, so as to become from the Appointed Date the debts, 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, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.
- 4.5 All Licenses, permits, registrations & ownership certificate issued by various registering & statutory authorities relating to the Transferor Company shall stand transferred to and be vested in the Transferee Company, without any further act or deed done by the Transferor Company or the Transferee Company, and be in full force and effect in favour of the Transferee Company, as if the same were originally given to, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.

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- 4.6 All taxes of any nature, duties, cess or any other like payments or deductions made by the Transferor Company to any statutory authorities such as Income Tax, Sales Tax, Value Added Tax, Service Tax, Goods & Service 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 the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the coming into effect of this Scheme and upon relevant proof and documents being provided to the said authorities.
- 4.7 All guarantees provided by any bank in favour of the Transferor Company outstanding as on the Effective Date, shall vest in the Transferee Company and shall ensure to the benefit of the Transferee Company and all guarantees issued by the bankers of the Transferor Company at the request of the Transferor Company favouring any third party shall be deemed to have been issued at the request of the Transferee Company and continue in favour of such third party till its maturity or earlier termination.
- 4.8 It is clarified that notwithstanding anything to the contrary contained herein, all rights relating to patents, designs and drawings, trademarks, service marks, logos, domain names and utility models, copyrights, inventions and brand names which are possessed and / or owned by the Transferor Company including the right to use the brand name, unregistered trademarks namely and business names and any similar rights and the benefit of any of the foregoing shall be available to the Transferee Company without any further act, instrument or deed.

## 5. **CONTRACTS, DEEDS AND OTHER INSTRUMENTS**

- 5.1 Upon the coming into effect of this Scheme and with effect from Appointed Date and subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, agreements, arrangements, assurances and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date shall be in full force and effect against or in

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favour of the Transferee Company and may be enforced as fully and effectually as if instead of the Transferor Company, the Transferee Company had been the party thereof.

- 5.2 the Transferee Company shall, if so required or become necessary, enter into and / or issue and / or execute deeds, writings or confirmation in order to give formal effect to the provisions of this Scheme. Further, the Transferee Company shall be deemed to be authorized 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.

## 6. STAFF, WORKMEN AND EMPLOYEES

- 6.1 On the Scheme becoming effective, permanent staff and employees, if any of the Transferor Company in service on the Effective Date, shall be deemed to have become staff and employees of the Transferee Company on such date without any break or interruption in their service and on the terms and conditions of their employment not less favorable than those subsisting as on the said date.
- 6.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Pension Fund, Superannuation Fund or any other Special Fund or Trusts (hereinafter referred to as Fund or Funds) created or existing for the benefit of the staff, workmen and employees of the Transferor Company, if any, shall become trusts/funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company. It is clarified that the services of the staff and employees of the Transferor Company will be treated as having been continuous for the purpose of the said Fund or Funds and gratuity benefits and such other retirement benefits. The contributions made by the Transferor Company under applicable law in connection with the Transferred Employees, to

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the Funds, for the period after the Appointed Date shall be deemed to be contributions made by the Transferee Company.

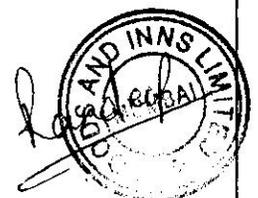
**7. LEGAL PROCEEDINGS**

If any suit, appeal or other legal proceedings including tax proceedings of whatever nature is pending by or against the Transferor Company on or before the Effective Date, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the amalgamation or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings shall be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company, as if this Scheme had not been made.

**8. CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE**

- 8.1** With effect from the Appointed Date and up to and including the Effective Date, the Transferor Company shall be deemed to have been carrying on and to be carrying on all business and activities for and on account of and in trust for the Transferee Company.
- 8.2** All profits accruing to the Transferor Company or losses, arising or incurred by the Transferor Company for the period commencing from the Appointed Date to the Effective Date shall, for all purposes, be treated as the profits or losses, as the case may be, of the Transferee Company.
- 8.3** Any income or profit accruing or arising to the Transferor Company and all costs, charges, expenses, losses or taxes (including but not limited to advance tax, tax deducted at source, GST, service tax, VAT, other indirect taxes, etc), arising or incurred by the Transferor Company for any period commencing on or after the Appointed Date shall for all purposes be treated as the income, profits, costs, charges, expenses, losses or taxes, as the case may be, of the Transferee Company.
- 8.4** All compliances with respect to advance tax, withholding taxes or tax deduction at source, GST, service tax, VAT, other indirect taxes, etc. to be done or done by the

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Transferor Company shall for all purposes be treated as compliances to be done or done by the Transferee Company.

8.5 The Transferor Company hereby confirms that it has, and shall continue upto the Effective Date, to preserve and carry on the Transferred Undertaking with due diligence, prudence and that it will not, without the prior consultation with the Transferee Company, alienate, charge or otherwise deal with or dispose of the Transferred Undertaking or any part thereof or recruit any new employees (in each case except in the ordinary course of business) or undertake substantial expansion of the Transferred Undertaking, other than expansions which have already commenced or which are in the ordinary course of business, prior to the Appointed Date.

8.6 With effect from the date of approval of this Scheme by the Board of Directors of the Transferee Company upto and including the Effective Date:

(a) the Transferor Company shall carry on its business and activities with reasonable diligence, business prudence and shall not without the prior written consent of the Transferee Company:

- i. sell, alienate, charge, mortgage, encumber or otherwise deal with or dispose of the assets or any part thereof or undertake any financial commitments of any nature whatsoever, except in the ordinary course of business;
- ii. nor shall it undertake any new business or substantially expand its existing business;

(b) the Transferor Company shall not alter its equity capital structure either by fresh issue of shares or convertible securities (on a rights basis or by way of bonus shares or otherwise) or by any decrease, reduction, reclassification, sub-division, consolidation, re-organisation or in any other manner, except by and with the consent of the Board of Directors of the Transferee Company; and

(c) the Transferor Company shall not declare or pay any dividends, whether interim or final, to their respective equity shareholders in respect of the

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accounting period prior to the Effective Date, except with the prior approval of the Board of Directors of the Transferee Company.

**9. SAVING OF CONCLUDED TRANSACTIONS**

The transfer and vesting of the undertaking under Clause 4 and the continuance of legal proceedings by or against the Transferor Company as per Clause 7 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 itself.

**10. COMBINATION OF AUTHORISED CAPITAL**

- 10.1 Upon coming into effect of this Scheme and with effect from the Appointed Date, the authorised share capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees paid to Registrar of Companies, by the authorised share capital of the Transferor Company (of Rs. 10,00,00,000) to to Rs.19,00,00,000/- (Rupees Nineteen Crores only).
- 10.2 Consequently, the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorised share capital) shall, without any further act, instrument or deed, be and stand altered, modified, amended and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Sections 13, 14, 61 and 64 and other applicable provisions of the Companies Act 2013 would be required to be separately passed, as the case may be and for this purpose the stamp duty and fees paid on the authorised capital of the Transferor Company shall be utilized and applied to increase the authorised share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee by the Transferee Company for increase in the authorised share capital to that extent.

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- 10.3 The aforesaid combination of authorized share capital shall become operative on the scheme becoming effective.
- 10.4 Consequent upon the amalgamation of the Transferor Company with the Transferee Company, the authorised share capital of the Transferee Company will be as under:

Particulars	Amount (In Rs.)
<b>Authorized Share Capital</b>	
16,00,00,000 Equity Shares of Re 1/- each	16,00,00,000
3,00,000 Redeemable Preference Shares of Rs. 100/- each	3,00,00,000
<b>TOTAL</b>	<b>19,00,00,000</b>

Upon the scheme becoming effective, Clause V of the Memorandum of Association and Article 3 of the Articles of Association of the Transferee Company shall respectively stand substituted by virtue of the Scheme to read as follows:

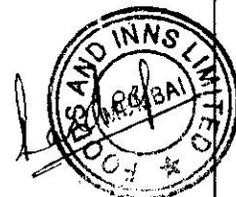
Clause V of the Memorandum of Association of the Transferee Company:

V. The Authorised Share Capital of the Company is Rs. 19,00,00,000 (Rupees Nineteen Crores Only) divided into 16,00,00,000 (Sixteen Crores) equity shares of Re. 1/- (Rupee One Only) each and 3,00,000 (Three Lakhs) Redeemable Preference Shares of Rs. 100/- (Rupees One Hundred Only) each. The Company will have the right to increase or reduce the capital and divide this capital for the time being into shares of different classes and attach to any such shares such preferential and privileges and conditions in such manner as may for the time being be provided by the regulations of the Company.

Article 3 of the Articles of Association:

The Authorised Share Capital of the Company is Rs. 19,00,00,000 (Rupees Nineteen Crores Only) divided into 16,00,00,000 (Sixteen Crores) equity shares of

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Re. 1/- (Rupee One Only) each and 3,00,000 (Three Lakhs) Redeemable Preference Shares of Rs. 100/- (Rupees One Hundred Only) each.

## 11. ISSUE OF SHARES

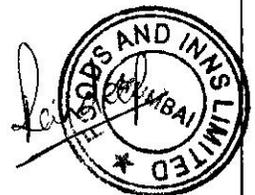
The entire issued, subscribed and paid-up share capital of the Transferor Company is held by the Transferee Company. Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of the holding in the Transferor Company and, investment in the share capital of the Transferor Company shall stand cancelled in the books of the Transferee Company. 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 and its nominees in the Transferor Company shall be deemed to be cancelled without any further act or deed for cancellation thereof by the Transferee Company, and shall cease to be in existence accordingly.

## 12. ACCOUNTING TREATMENT

12.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Transferee Company shall account for the amalgamation in its books as per the applicable accounting principles prescribed under Indian Accounting Standard (Ind AS) 103 and/or any other applicable Ind AS and the clarification/guidance provided by the Institute of Chartered Accountants of India or any group formed by the Institute of Chartered Accountants of India to facilitate implementation of accounting standards., as the case may be. FNIL would record the amalgamation in its books under pooling of interest method, which would inter alia include the following:

- (a) All the assets and liabilities recorded in the books of the Transferor Company shall be transferred to and vested in the books of the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at their respective book values as appearing in the books of the Transferor Company as on the Appointed Date.

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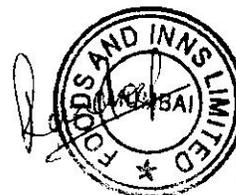


- (b) The identity of the reserves of the Transferor Company shall be preserved and they shall appear in the financial statements of the Transferee Company in the same form and manner, in which they appeared in the financial statements of the Transferor Company, prior to this Scheme becoming effective.
- (c) The investments in the equity share capital of the Transferor Company as appearing in the books of accounts of the Transferee Company, shall stand cancelled and there shall be no further obligation in that behalf.
- (d) Inter-Company balances, loans and advances, if any, will stand cancelled and there shall be no further obligation in that behalf;
- (e) The difference shall be accounted as prescribed under the Ind AS-103 and be debited / credited to capital reserves.

12.2 In case of any differences in accounting policy between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference till the Appointed Date shall be adjusted in Capital Reserves of the Transferee Company, to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

12.3 Upon this Scheme becoming effective and from the Appointed Date, the Transferee Company is expressly permitted to revise and file its income tax returns and other statutory returns, including tax deducted at source returns, services tax returns, excise tax returns, sales tax and value added tax returns, Good and Services Tax Returns, as may be applicable and has, expressly reserved the right to make such provisions in its returns and to claim refunds or credits etc, if any such returns may be revised and filed notwithstanding that the statutory period for such revision and filing may have lapsed.

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**13. DISSOLUTION OF THE TRANSFEROR COMPANY**

On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound-up.

**PART D**

**OTHER TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME**

**14. JOINT APPLICATION BY TRANSFEROR AND TRANSFEREE TO THE NCLT OR SUCH OTHER COMPETENT AUTHORITY**

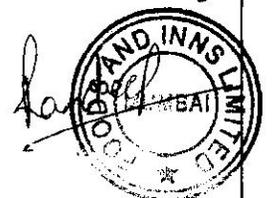
14.1 the Transferor Company and the Transferee Company, shall, jointly with all reasonable dispatch, make applications / petitions under Section 230 to 232 and other applicable provisions of the Act to the NCLT for sanctioning this Scheme of Amalgamation and for appropriate Orders under the applicable provisions of the Act for carrying this Scheme into Effect.

14.2 It is hereby clarified that submissions of the Scheme to the Tribunal and to any authorities for their respective approvals is without prejudice to all rights, interest, titles and defenses that Transferor Company has or may have under or pursuant to all applicable laws.

**15. MODIFICATION / AMENDMENT / WITHDRAWAL TO THE SCHEME AND GENERAL POWER TO THE BOARD**

15.1 the Transferor Company and the Transferee Company with approval of their respective Board of Directors 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 Board of Directors 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 NCLT or any other authorities

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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 Board of Directors or any person authorised in that behalf by the concerned Board of Directors subject to approval of the NCLT or any other authorities under the applicable law to such modification / amendments to the Scheme.

15.2 the Transferor Company and the Transferee Company with approval of their respective Board of Directors, may withdraw the entire Scheme

## 16. CONDITIONALITY OF THE SCHEME

The Scheme is conditional upon and subject to the following:

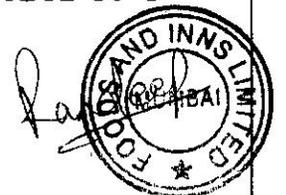
- (a) The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, including Stock Exchange(s) and/or Securities and Exchange Board of India, if any, which by law / regulations may be necessary for the implementation of this Scheme;
- (b) The Scheme being approved by the respective requisite majorities of the shareholders and / or creditors of the Transferor Company and the Transferee Company as required if any and / or as may be directed by the jurisdictional NCLT;
- (c) The certified copy of the order of NCLT under the provisions of the Act sanctioning the Scheme is filed with the Registrar of Companies, Mumbai, and Maharashtra.

The Board of Directors of the Transferor Company and the Transferee Company shall, upon the conditions being satisfied, or upon waiver of any condition that is capable of being waived, declare the Scheme as having come into effect.

## 17. EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS

17.1 In the event of any of the said sanctions and approvals referred to in the preceding Clause 16 not being obtained and/or the Scheme not being sanctioned by the

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NCLT or such other competent authority, if applicable and/or the order not being passed as aforesaid before September 30, 2019 or such other date as the Board of Directors of the Transferee Company and the Transferor Company may determine, the Scheme shall become null and void, 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 right, liability, or obligations which 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 and the Transferee Company shall bear the charges and expenses in connection with the Scheme unless otherwise mutually agreed.

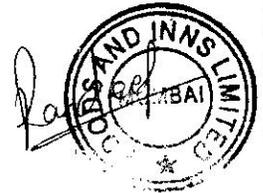
17.2 In the event of this Scheme failing to take effect or it becomes null and void no rights and liabilities of whatsoever nature shall accrue to or be incurred *inter-se* to or by the parties to the Scheme or any of them.

#### 18. COSTS

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed), arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by the Transferee Company.

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# FOODS AND INNS LIMITED

Corporate Office: Dulwich Mansion, 3<sup>rd</sup> Floor, 224, Tardeo Road, Mumbai-400 007.

Tel No.: 23533103/04/05 Fax No.: 23533106/07

Email: writetous@foodsandinns.com

Registered Office: Udyog Bhavan, 2<sup>nd</sup> Floor, 29 Walchand Hirachand Marg, Ballard Estate, Mumbai 400001 website: www.foodsandinns.com

Corporate Identity No: L55200MH1967PLC013837

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF FOODS AND INNS LIMITED (THE "COMPANY") ON SATURDAY APRIL 21, 2018 AT 11.00 A.M AT MPIL CORPORATION, HAMILTON HOUSE, 2<sup>ND</sup> FLOOR, ABOVE PUNDOLES, BALLARD ESTATE, MUMBAI 400001**

**"RESOLVED THAT** pursuant to the provisions of Section 230 - 232 of the Companies Act, 2013 read with relevant Rules of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and the National Company Law Tribunal Rules, 2016, or any statutory modification or replacement thereof for the time being in force read with other applicable provisions of Companies Act 2013 or any amendment thereof and enabling provisions of the Memorandum of Association and Articles of Association of the Company and subject to the requisite approval, consents, sanctions of National Company Law Tribunal (NCLT) and/or such other appropriate authority, as may be applicable, the approval of the Board of Directors of the Company ('Board') be and is hereby accorded to a draft Scheme of Amalgamation of Finns Frozen Foods India Limited ('FFFIL' or 'the Transferor Company') with Foods and Inns Limited ('FNIL' or 'the Transferee Company') and their respective shareholders as per the draft Scheme of Amalgamation circulated herewith."

**"RESOLVED FURTHER THAT** as the entire issued, subscribed and paid-up share capital of FFFIL held by FNIL, no shares shall be issued by the Company to the shareholders of FFFIL i.e. to itself, pursuant to the Scheme becoming effective."

**"RESOLVED FURTHER THAT** the Independent Auditor's Report on Accounting treatment of Amalgamation of FFFIL with FNIL dated April 21, 2018 issued by statutory auditors of the Company M/s. G M Kapadia & Co., Chartered Accountants, certifying inter-alia that the Scheme is in compliance with all the applicable Accounting Standards specified by the Central Government in Section 133 of the Companies Act, 2013 as placed before the Board is accepted and taken on record."

**"RESOLVED FURTHER THAT** any of the Directors and/or Mrs. Randeep Kaur, Company Secretary and/ or Mr. Ameya Dhupelia, Chief Financial Officer and/ or Mr. Anil Pawar, Manager Finance and/or Mr. Mayur Parekh, Authorised Signatories of the Company be and are hereby individually and severally authorized to take all the necessary steps for affecting the amalgamation, including but not limited to;

- a. To file applications with NCLT or such other competent authority seeking directions to hold or to dispense with the meetings of the shareholders and/or creditors and/or such other classes as may be concerned with the said Scheme and where necessary to take steps to convene and hold such meetings as per the directions of the NCLT to give effect to the Scheme;
- b. Signing and filing of applications and petitions for confirmation of the Scheme by NCLT or such other appropriate authority;
- c. To file affidavits, pleadings, applications or any other proceedings incidental or deemed necessary or useful in connection with the above proceedings and to engage Counsels, Advocates, Solicitors, Chartered Accountants, and other professionals and to sign and execute Vakalatnama wherever necessary or incidental to the said proceedings for obtaining confirmation by NCLT to the said Scheme and for giving effect to the Scheme;
- d. To apply for and obtain requisite approvals of the Central/State Government(s) and their agencies, and any other authority or agency, whose consent is required including the shareholders, term loan lenders, financial institution, as may be considered necessary, to the said Scheme;
- e. To settle any question or difficulty that may arise with regard to the implementation of the above Scheme, and to give effect to the above resolution;



- f. To make modification, amendments, revisions, edits and all the other actions as may be required to finalize the Scheme;
- g. To make any alterations / changes to the Scheme, as may be expedient or necessary, which does not materially change the substance of the Scheme, particularly for satisfying the requirements or conditions prescribed by the NCLT, Central Government, or any other authority;
- h. To sign all applications, petitions, documents, relating to the Scheme or delegate such authority to another person by a valid power of attorney;
- i. To suspend, withdraw or revive the Scheme from time to time as may be specified by any statutory authority or as may be suo moto decided by the Board in its absolute discretion;
- j. To take all steps necessary or incidental and considered appropriate with regard to the above applications or petitions and implementation of the orders passed thereon and generally for putting through the Scheme and completing the same;
- k. To sign all applications, petitions, consent letter or any documents relating to the Scheme or delegate such authority to another person by a valid Power of Attorney; and
- l. To do all further acts, deeds, matters and things as may be considered necessary, proper or expedient to give effect to the Scheme and for matters connected therewith or incidental thereto."
- m. File the Scheme of Amalgamation with the BSE Ltd (BSE) and to obtain approval under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- n. To amend the share capital clause in the Scheme consisting of issued, subscribed and paid up capital on conversion of Outstanding Warrants issued vide Preferential issue of Warrants convertible into fully paid-up equity shares into equity shares and on issue and allotment of Redeemable Preference shares, after obtaining the necessary approvals and filing of forms with ROC, in this regard.

**"RESOLVED FURTHER THAT** this resolution shall remain in full force and effect until otherwise amended or rescinded by the Board of Directors."

**"RESOLVED FURTHER THAT** a copy of this resolution duly certified as true by any Director of the Company or the Company Secretary be furnished to the concerned persons."

**"RESOLVED FURTHER THAT** the authorized signatories be and that they are hereby severally authorized to do all things and to take all incidental and necessary steps for and on behalf of the Company and to take from time to time all decisions and steps necessary, expedient or proper, with respect to implementation of the above mentioned resolution, and also to take all other decisions as it/they may, in its/their absolute direction, deem appropriate and to deal all questions or difficulties that may arise in the course of implementing the above mentioned resolution."

**// certified true copy//**

For **FOODS AND INNS LIMITED**



**RANDEEP KAUR**  
**COMPANY SECRETARY**

