

SCHEME OF AMALGAMATION

BETWEEN

INTEGRATED FOOD PARK LIMITED (TRANSFEROR COMPANY)

AND

FUTURE CONSUMER LIMITED (TRANSFeree COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE

COMPANIES ACT, 2013

CERTIFIED TRUE COPY
For Future Consumer Limited


Manoj Gagvani
Company Secretary & Head - Legal

PREAMBLE

This Scheme of Amalgamation is presented pursuant to Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 for amalgamation between INTEGRATED FOOD PARK LIMITED ('IFPL' or 'Transferor Company') and FUTURE CONSUMER LIMITED ('FCL' or 'Transferee Company') and their respective shareholders under sections 230 to 232 and other applicable provisions of the Companies Act, 2013 ("the Scheme")

The Transferor Company and the Transferee Company are hereinafter collectively referred to as the "Companies".

1. DEFINITIONS

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:

- 1.1. "Act" or "the Act" means the Companies Act, 1956 and the Companies Act, 2013, as applicable and rules and regulations made thereunder and shall include any statutory modifications, amendments or re-enactment thereof for the time being in force.
- 1.2. "Appointed Date" shall mean April 1, 2021 or such other date directed by or stipulated by the National Company Law Tribunal as may be applicable.
- 1.3. "Board of Directors" or "Board" means the respective Board of Directors of the Companies and shall include a committee of directors or any person authorized by such board of directors or such committee of directors duly constituted and authorized for the matters pertaining to this Scheme or any other matter relating hereto.
- 1.4. "Effective Date" means the last of the dates on which the certified or authenticated copies of the order sanctioning this Scheme passed by the Bangalore bench of the National Company Law Tribunal and the Mumbai Bench of National Company Law Tribunal are filed with the Registrar of Companies at Bangalore and Registrar of Companies at Mumbai respectively by the Transferor Company and the Transferee Company.

Any references in this Scheme to the date of "coming into effect of this Scheme" or "the Scheme coming into effect" or "Scheme becoming effective" shall mean the Effective Date.

- 1.5. "Governmental Authority" means any applicable Central, State or local Government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India.
- 1.6. "Income-tax Act" means the Income-tax Act, 1961 including any statutory modifications,



re-enactments or amendments thereto.

- 1.7. "National Company Law Tribunal" or "NCLT" or "Tribunal" mean the Bangalore bench of National Company Law Tribunal and the Mumbai bench of National Company Law Tribunal, collectively, constituted under section 408 of the Companies Act, 2013.
- 1.8. "ROC" means the Registrar of Companies, Mumbai, Maharashtra or the Registrar of Companies, Bangalore, Karnataka or collectively, as the context requires.
- 1.9. "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation in its present form or with any modification(s) approved or directed under Clause 18 of this Scheme or any modifications approved or directed by National Company Law Tribunal pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013.
- 1.10. "Transferee Company" or "FCL" means FUTURE CONSUMER LIMITED, a public limited company, which is listed on recognized stock exchanges, incorporated under the Companies Act, 1956 on July 10, 1996 with CIN -L52602MH1996PLC192090 and having its registered office at Knowledge House, Shyam Nagar, Off Jogeshwari Vikhroli Link Road, Jogeshwari (E), Mumbai - 400060.
- 1.11. "Transferor Company" or "IFPL" means INTEGRATED FOOD PARK LIMITED, a public limited unlisted company incorporated under the Companies Act, 1956 on August 08, 2007 with CIN - U74900KA2007PLC071171 and having its registered office at No. 22, VK Kalyani Commercial Complex, Sankey Road, Opp. B.D.A. Office, Bangalore - 560020, Karnataka.
- 1.12. "the Undertaking" shall mean the entire business of the Transferor Company, all their assets, rights, licenses and powers, and all of their debts, outstanding liabilities, employees, duties and obligations as on the Appointed Date including, but not in any way limited to, the following:
 - (a) All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent, freehold or leasehold) of the Transferor Company, including, without being limited to, buildings and structures, offices, leasehold arrangement with Karnataka Industrial Areas Development Board, sundry debtors, furniture, fixtures, office equipment, appliances, vehicles, accessories, power lines, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), cash balances or deposits with banks, loans, advances, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal



permissions, fixed and other assets, trade and service names and marks, and other intellectual property rights of any nature whatsoever, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including sales tax deferrals, tax deducted at source ('TDS'), tax collected at source, advance tax, title, interests, other benefits (including tax benefits), easements, privileges, liberties and advantages, if any of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad.

- (b) All agreements, rights, contracts, entitlements, licenses including (but not limited to) No Objection Certificate from any authorities, including the Municipal Authorities, if any, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims as to any patents, trademarks, copyright, designs, quota rights, engagements, arrangements, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the Transferor Company's business activities and operations.
- (c) Entitlements held by the Transferor Company or which may accrue or become due to it as on the Appointed Date or may become so due or entitled to thereafter.
- (d) All intellectual property rights, records, files, books, papers, process information, computer programs, manuals, data, catalogues, sales and advertising material, quotations, lists of present and former customers and suppliers, customer credit information, customer pricing information, other customer information and all other records and documents relating to the Transferor Company's business activities and operations whether in physical or electronic mode.
- (e) Amounts claimed by the Transferor Company whether or not so recorded in the books of account of the Transferor Company from any Governmental Authority, under any law, act or rule in force, as refund of any tax, duty, cess or of any excess payment.
- (f) Right to any claim, whether preferred or made by the Transferor Company or not, in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company and any interest thereon, with regard to any law, act or rule or Scheme made by the Governmental Authority, and in respect of set-off, carry forward of un-absorbed losses availability of Minimum Alternate Tax credit, deferred revenue expenditure, deduction,



exemption, rebate, allowance, amortization benefit, if permitted under the provisions of Income-tax Act, 1961, and the applicable value added tax including but not limited to VAT, Service Tax, Goods and Service Tax or any other or like benefits under the said acts or under and in accordance with any law or act.

- (g) All debts (secured or unsecured), liabilities including contingent liabilities whether disclosed or undisclosed, duties, obligations, debentures, etc. of the Transferor Company along with any charge, encumbrance, lien or security including leases forming part of / relating to the Transferor Company and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized. Provided that, any reference in the security documents or arrangements entered into by the Transferor Company and under which, the assets forming part of / relating to the Transferor Company stand offered as a security, for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to that the Transferor Company only as are vested in the Transferee Company by virtue of the Scheme. Provided always that the Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security therefore after the Effective Date or otherwise;
- (h) All other obligations of whatsoever kind, including liabilities in respect of the employees of the Transferor Company with regard to the payment of gratuity.
- (i) All staff, workmen, employees or other labour of the Transferor Company.

Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto. The expressions which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meanings ascribed to them under the Act, Income-tax Act and other applicable laws, rules, regulations, bye-laws, as the case may be including any statutory modification thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

- 2.1. The Scheme shall be effective from the Appointed Date mentioned herein but shall be operative from the Effective Date. The amalgamation between the Transferor Company and the Transferee Company and their respective shareholders shall be in accordance with Section 2(1B) of the Income-tax Act and other relevant provisions of the Income-tax Act, 1961 as applicable.

3. CAPITAL STRUCTURE

- 3.1. The authorised, issued, subscribed and paid up share capital of Transferor Company as at March 31, 2021, is as under:



Particulars	Amount (INR)
<u>AUTHORISED SHARE CAPITAL</u>	
5,10,00,000 equity shares of INR 10/-each.	51,00,00,000
Total	51,00,00,000
<u>ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL</u>	
4,50,00,000 equity shares of INR 10/- each.	45,00,00,000
Total	45,00,00,000

Subsequent to March 31, 2021, there has been no change in its Issued, Subscribed and Paid-up Share Capital.

As on date, the entire share capital of the Transferor Company is held by wholly owned subsidiary of the Transferee Company. Accordingly, the Transferor Company is wholly owned step-down subsidiary of the Transferee Company.

- 3.2. The authorised, issued, subscribed and paid up share capital of the Transferee Company as at March 31, 2021, is as under:

Particulars	Amount (INR)
<u>AUTHORISED SHARE CAPITAL</u>	
5,65,00,00,000 Equity Shares of INR 6/- each.	33,90,00,00,000
1,67,00,00,000 Unclassified Shares of INR 10/- each	16,70,00,00,000
Total	50,60,00,00,000
<u>ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL</u>	
1,98,70,40,879 Equity Shares of INR 6/- each.	11,92,22,45,274
Total	11,92,22,45,274

Subsequent to March 31, 2021, there has been no change in its Issued, Subscribed and Paid-up Share Capital.

The Transferee Company has outstanding employee stock option schemes, the exercise of which may result in an increase in the issued, subscribed and paid-up share capital of the Transferee Company.

- 3.3. The shares and/ or other securities of the Transferor Company is not listed on any stock exchanges. The shares and/ or other securities of the Transferee Company are listed on Bombay Stock Exchange ('BSE') and National Stock Exchange ('NSE').



4. RATIONALE OF THE SCHEME

- 4.1. The Transferor Company and the Transferee Company are part of the same Group and the Transferor Company is wholly owned step-down subsidiary of the Transferee Company. The rationale for the Scheme is as under:
- (a) To be in compliance with the resolution plan approved by the board of the Transferee Company on 29th April, 2021, as permitted under a 'Resolution Framework for COVID 19 related stress' announced by the Reserve Bank of India vide circular No. RBI/2020-21/16 DOR. No. BP.BC/3/21.04.048/2020-21, dated 6th August, 2020 and follow on circulars thereto.
 - (b) Operational synergies at the group level due to backward integration which can be put to the best advantage of the stakeholders.
 - (c) Increased flexibility for FCL to optimize and innovate its procurement system.
 - (d) Elimination of duplication of administrative expenses and enabling cost savings.
 - (e) Reduce managerial overlaps which are necessarily involved in running multiple entities.
 - (f) Achieve simplified corporate structure, by way of reducing the number of entities in the group.
 - (g) Carrying on and conducting the business more efficiently and advantageously, more productive and optimum utilization of various resources.
- 4.2. Accordingly, this Scheme is being presented for amalgamation between the Transferor Company and the Transferee Company and their respective shareholders and for various other matters consequential, incidental, supplemental and / or otherwise integrally connected therewith pursuant to sections 230 to 232 and other applicable provisions of the Act.

5. TRANSFER AND VESTING OF UNDERTAKING

- 5.1. With effect from the Appointed Date and upon coming into effect of the Scheme and subject to the provisions of the Scheme, the entire Undertaking of the Transferor Company shall be transferred to and vested in or be deemed to be transferred to and vested as a going concern in the Transferee Company.
- 5.2. For avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon coming into effect of this Scheme and with effect from the Appointed Date, in accordance with the provisions of relevant laws, all consents, permissions, licenses, registrations, certificates, authorities (including for the operation of bank accounts), powers of attorneys given by, issued to or executed in favour of the Transferor Company, and the rights and benefits under the same, in so far as they relate to the Transferor Company, all quality certifications and approvals, patents and domain names, copyrights, brands, trade secrets, product registrations and other intellectual property and all other interests relating to the goods or services being dealt with by the Transferor Company, shall without any further act or deed, be transferred and/or deemed to be



transferred to and vested in the Transferee Company under the same terms and conditions as were applicable to the Transferor Company immediately prior to the Effective Date. In so far as the various incentives, sales tax, deferral benefits, subsidies (including applications for subsidies), available tax credits (including Minimum Alternate Tax credit, if any), rehabilitation schemes, grants, special status and other benefits or privileges enjoyed, granted by any government body, local authority or by any other person, or availed of or to be availed of by the Transferor Company are concerned, the same shall, without any further act or deed, in so far as they relate to the Transferor Company, shall be transferred and/or deemed to be transferred to or vest with and be available to the Transferee Company on the same terms and conditions as were applicable immediately prior to the coming into effect of this Scheme. The Transferee Company shall make applications to and obtain relevant approvals from the concerned Governmental Authorities and /or parties as may be necessary in this behalf and the Transferor Company shall co-operate and provide the required support wherever required.

5.3. The transfer and vesting of movable assets and other assets shall be effected as follows, unless Board of Directors of the Transferor and the Transferee Company decides otherwise:

- (a) All the movable assets of the Transferor Company, and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery, shall be so transferred to the Transferee Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, without the need to execute any separate instrument, to the Transferee Company to the end and intent that the property and benefit therein passes to the Transferee Company with effect from the Appointed Date. Such delivery and transfer shall be made on a date which shall be mutually agreed upon between the Transferor Company and the Transferee Company on or after the Effective Date.
- (b) In respect of any movable assets of the Transferor Company other than those mentioned in sub-clause 5.3. (a) above, including investments, intangible assets, 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, the Transferor Company shall if so required by the Transferee Company, and the Transferee Company may, issue notices in such form as the Transferee Company may deem fit and proper stating that pursuant to the NCLT having sanctioned this Scheme under Sections 230 to 232 and other applicable provisions of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company to recover or realize the same stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.

5.4. In relation to the assets, if any, belonging to the Transferor Company, which require



separate documents of transfer, the Transferor Company and the Transferee Company will execute necessary documents, as and when required.

Provided that for the purpose of giving effect to the vesting order passed under Sections 230 to 232 in respect of this Scheme, the Transferee Company shall at any time pursuant to the orders on this Scheme be entitled to get the record of the change in the title and the appurtenant legal right(s) upon the vesting of such assets of the Transferor Company in accordance with the provisions of Sections 230 to 232 of the Act, at the office of the respective Registrar of Assurances or any other concerned authority, where any such property is situated.

- 5.5. Upon the Scheme coming into effect and with effect from the Appointed Date, and subject to the provisions of the Scheme, all debts, liabilities, contingent liabilities, duties and obligations of the Transferor Company as on the Appointed Date whether provided for or not in the books of accounts of the Transferor Company, and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or upto the day of the Appointed Date shall, pursuant to the orders of the Hon'ble NCLT or such other Governmental authority as may be applicable under the 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, contingent liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company. Provided however that any charges, mortgages and/or encumbrances shall be confined only to the relative assets of the Transferor Company or part thereof on or over which they are subsisting on transfer to and vesting of such assets in the Transferee Company and no such charges, mortgages, and/or encumbrances shall be enlarged or extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which any of the Transferor Company is a party) to any assets of the Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company and Transferee Company shall not be obliged to create any further or additional security.
- 5.6. On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realize all monies and complete and enforce all pending contracts and transactions and to accept and issue credit notes in respect of the Transferor Company in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme have been formally given effect to under such contracts and transactions.
- 5.7. The resolutions, if any, as approved and passed from time to time, under the Act, by the Board of Directors, shareholders of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as



resolutions of the Transferee Company until the Board of Directors or the shareholders of the Transferee Company, as applicable, passes resolution(s) which has the effect of modifying or changing aforesaid resolutions of the Transferor Company. If any such resolutions of the Transferor Company have upper monetary or other limits being imposed under the provisions of the Act or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.

- 5.8. This Scheme shall not, in any manner, affect the rights of any of the creditors of the Transferor Company or the Transferee Company.

6. CONTRACTS AND DEEDS

- 6.1. From the Effective Date, subject to the provisions hereof, without any further act of the parties, all memorandum of understanding, contracts, including contracts for tenancies and licenses, deeds, bonds, agreements, incentives, benefits, exemptions, entitlements, arrangements, engagements, registrations, schemes, assurances, insurance policies, guarantees and other instruments of whatsoever nature to which any of the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or have effect on the Effective Date, shall be in full force and effect on or against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party to or beneficiary of or obliged under the same.
- 6.2. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that the vesting of the Transferor Company occurs by virtue of this Scheme itself, the Transferee Company shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, to give formal effect to the provisions of Clause 6.1. To the extent that the Transferor Company is required prior to the Effective Date to enter into and / or issue and / or execute such deeds, writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.
- 6.3. It is hereby clarified that if any contracts, deeds, bonds, agreements, registrations, licenses, assets (including but not limited to any estate, rights, title, interest in or authorities relating to such assets), schemes, arrangements or other instruments of whatsoever nature to which the Transferor Company is a party, cannot be transferred to the Transferee Company for any reason whatsoever, the Transferor Company shall hold such contracts, deeds, bonds, agreements, registrations, licenses, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Transferee Company, on and till the Effective Date.



7. EMPLOYEES OF THE TRANSFEROR COMPANY

- 7.1. All the employees of the Transferor Company, who are in service as on the Effective Date shall on and from the Effective Date and with effect from the Appointed 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 favourable 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. For the purpose of payment of any retrenchment compensation, if any, such past services with the Transferor Company shall also be taken into account.
- 7.2. On and from the Effective Date and with effect from the Appointed Date, the services of the employees of the Transferor Company will be treated as having been continuous, without any break, discontinuance or interruption, for the purpose of membership and the application of the rules or bye-laws of provident fund or gratuity fund or pension fund or superannuation fund or other statutory purposes as the case may be.
- 7.3. It is expressly provided that, on the Scheme becoming effective and with effect from the Appointed Date, the provident fund, gratuity fund, superannuation fund or any other special fund or trusts created or existing for the benefit of the staff, workmen and other employees of the Transferor Company shall become trusts/funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such funds or trusts or in relation to the obligation to make contributions to the said funds or trusts in accordance with the provisions thereof as per the terms provided in the respective trust deeds or other documents, if any. It is the aim, and intent of the Scheme that all rights, duties, powers and obligations of the Transferor Company in relation to such funds or trusts shall become those of the Transferee Company. It is clarified that the services of the staff, workmen and employees of the Transferor Company which are employed with the Transferee Company will be treated as having been continuous for the purpose of the said fund or funds. The trustees including the Board of Directors of the Transferor Company and the Transferee Company or through any committee / person duly authorised by the Board of Directors 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.

8. BOARD OF DIRECTORS OF THE TRANSFEROR COMPANY

- 8.1. The Board of Directors (or any committee/ sub-committee thereof) of the Transferor Company, upon this Scheme becoming effective, shall without any further act, instrument and deed stand dissolved. All directors of the Transferor Company shall cease to be directors of the Transferor Company on coming into effect of this Scheme. However, if any



such director is a director of the Transferee Company, he will continue to hold his office in the amalgamated Transferee Company.

9. LEGAL PROCEEDINGS

- 9.1. If any suit, appeal, petition, complaint, application or other legal proceedings of whatsoever nature (hereinafter referred to as the "Proceedings") by or against the Transferor Company is pending as on the Effective Date, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation between the Transferor Company and the Transferee Company or by anything contained in this Scheme, but the Proceedings may 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 in the absence of this Scheme.
- 9.2. On and from the Effective Date, the Transferee Company shall, if required, initiate any legal proceedings in relation to the present and past business, undertakings, properties and assets of the Transferor Company.

10. CONDUCT OF BUSINESS BY TRANSFEROR COMPANY TILL EFFECTIVE DATE

- 10.1. Unless otherwise stated herein, from the Appointed Date until the Effective Date:
- (a) The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall be deemed to have held and stood possessed of and shall continue to hold and stand possessed of all the assets, properties and liabilities for and on account of and in trust for the Transferee Company. The Transferor Company hereby undertakes to hold the assets, properties and liabilities with utmost prudence until the Effective Date.
 - (b) The Transferor Company shall carry on its business 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.
 - (c) 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.
 - (d) The Transferor Company shall not vary the terms and conditions of employment of any of the employees except in the ordinary course or pursuant to any pre-existing obligation undertaken by the Transferor Company as the case may be.
 - (e) The Transferor Company shall not make any change in its capital structure (paid-up capital), whether by way of increase, decrease, reduction, re-classification, sub-division or consolidation, re-organisation, or in any other manner, except by and



with the consent of the Board of Directors of FCL.

- (f) IFPL shall not declare or pay any dividends, whether interim or final, to its respective equity shareholders in respect of the accounting period prior to the Effective Date, except with the prior approval of the Board of Directors of FCL.

10.2. The Transferor Company either individually or jointly with the Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and /or other agencies, departments and authorities concerned as may be necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company and to give effect to the Scheme.

11. SAVING OF CONCLUDED TRANSACTION

11.1. The transfer of the entire business, properties, assets and Undertaking of the Transferor Company to the Transferee Company and the continuance of all contracts or proceedings by or against the Transferor Company shall not affect any transaction, contracts 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, matters and things done and / or executed by the Transferor Company in regard thereto, as if done or executed on behalf of the Transferee Company.

12. ISSUE OF SHARES

12.1. The entire issued, subscribed and paid-up equity share capital of the Transferor Company are held by the wholly owned subsidiary Company of the Transferee Company and its nominee(s). In other words, the Transferor Company is wholly owned step-down subsidiary of the Transferee Company. Accordingly, upon this scheme becoming effective, the Transferee Company would not be required to issue and allot any shares to the shareholders of the Transferor Company.

13. ACCOUNTING TREATMENT

Notwithstanding anything else contained in the Scheme, upon the scheme coming into effect, the Transferee Company shall account for the amalgamation of the Transferor Company in accordance with "Pooling of Interest Method" of accounting as laid down in Appendix C of Ind AS-103 (Business Combinations of entities under common control) notified under Section 133 of the Companies Act, 2013, under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time, in its books of accounts such that:

13.1. The Transferee Company shall record the assets and liabilities, if any, of the Transferor Company vested in it pursuant to this Scheme, in the same form and carrying values as appearing in the consolidated financial statements of the Transferee Company.



- 13.2. The identity of the reserves of the Transferor Company shall be preserved and the Transferee Company shall record the reserves of the Transferor Company in the same form and at the same values as they appear in the consolidated financial statements of the Transferee Company.
- 13.3. Pursuant to the amalgamation of the Transferor Company with the Transferee Company, the inter-company balances between the Transferee Company and the Transferor Company, if any appearing in the books of the Transferee Company shall stand cancelled and there shall be no further obligation in that behalf.
- 13.4. The value of investments held by the Transferee Company in the Transferor Company shall stand cancelled pursuant to amalgamation.
- 13.5. The surplus/deficit, if any arising after taking the effect of clause 13.1, 13.2, 13.3 and clause 13.4 shall be adjusted in "Capital Reserve Account" in the financial statements of the Transferee Company and shall be presented separately from other capital reserves with disclosure of its nature and purpose in the notes.
- 13.6. In case of any differences in accounting policies between the Transferor Company and the transferee company, the accounting policies followed by the Transferee Company shall prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies.
- 13.7. Comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of merger, as stated above, as if the merger had occurred from the beginning of the comparative period.
- 13.8. For accounting purpose, the Scheme will be given effect from the date when all substantial conditions for the transfer of business are completed, i.e., the control is transferred in accordance with the requirements of Ind AS.

14. TREATMENT OF TAXES

- 14.1. Any tax liabilities under the Income-tax Act, 1961, Customs Act, 1962, The Central Good and Service Tax Act, 2017, stamp laws, if any as amended from time to time or other applicable laws / regulations dealing with taxes / duties / levies (hereinafter in this Clause referred to as "Tax Laws") allocable or related to the business of the Transferor Company to the extent not provided for or covered by appropriate tax provisions in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company.
- 14.2. All taxes (including but not limited to Income-tax, Good and Service tax etc.) paid or



payable by the Transferor Company in respect of the operations and / or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, insofar as it relates to the tax payment (including without limitation Income-tax, service tax, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall in all proceedings, be dealt with accordingly.

- 14.3. Upon the Scheme becoming effective, the Transferor Company (if required) and the Transferee Company are expressly permitted to revise its financial statements, annual accounts and tax returns including but not limited to TDS Certificates, TDS returns, etc. along with prescribed forms, filings and annexures under the Income-tax Act, Service tax and other tax laws, and to claim refunds and / or credit for taxes paid (including minimum alternate tax, advance taxes, TDS, etc.) and for matters incidental thereto, if required, to give effect to the provisions of the Scheme.

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 Hon'ble NCLT or any other appropriate authority and upon relevant proof and documents being provided to the said authorities.

- 14.4. All tax assessment proceedings / appeals of whatsoever nature by or against the Transferor Company pending and / or arising at the Appointed Date and relating to them shall be continued and / or enforced until the Effective Date by the Transferor Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company. Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.
- 14.5. Any refund under the Tax Laws received by / due to the Transferor Company consequent to the assessments made on the Transferor Company subsequent to the Appointed Date and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 14.6. Without prejudice to the generality of the foregoing, all benefits including but not limited to benefits relating to Income-tax, service tax, etc., to which the Transferor Company is entitled in terms of the applicable tax laws of the Union and State Governments, shall be available to and vest in the Transferee Company.
- 14.7. Further, any tax deducted at source by the Transferor Company / the Transferee Company



on transactions with the Transferee Company / Transferor Company, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

- 14.8. Upon the coming into effect of this scheme, all tax compliances under any tax laws by the Transferor Company on or after Appointed Date shall be deemed to be made by the Transferee Company.

15. COMBINATION AND ENHANCEMENT OF AUTHORISED SHARE CAPITAL

- 15.1. Upon this Scheme becoming effective, 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 payable to ROC, by the authorised share capital of the Transferor Company as on the Effective Date. The Authorised Share Capital of the Transferee Company stands increased to INR 51,11,00,00,000 (Rupees Five Thousand One Hundred and Eleven Crores Only) divided into 5,65,00,00,000 (Five Hundred and Sixty- Five Thousand Crores) equity shares of INR 6/- each, 1,67,00,00,000 (One Hundred and Sixty Seven Thousand Crores) Unclassified Shares of INR 10/- each and 5,10,00,000 (Five Crores Ten Lakhs) Equity shares of INR 10/- each and 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 increased and stand altered, modified and amended, and the consent of the shareholders of the Transferee Company to the Scheme (in case dispensation for holding meeting of shareholders of the Transferee Company is not granted)/ the approval of this Scheme by the NCLT (in case dispensation for holding meeting of shareholders of the Transferee Company is granted) shall be deemed to be sufficient for the purposes of effecting this amendment, and no resolution(s) under Sections 13, 14 and 61 of the Companies Act, 2013 and Section 230 of the Act and other applicable provisions of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duties and fees paid on the authorised capital of the Transferor Company shall be utilized and applied to the increased 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 and the Transferee Company shall pay the differential fees/ stamp duty, if any, on the enhanced authorised share capital pursuant to the amalgamation after set-off the fee/stamp duty paid by the Transferor Company on its authorised capital prior to amalgamation.

- 15.2. It is clarified that the consent of the shareholders of the Transferee Company to the Scheme (in case dispensation for holding meeting of shareholders of the Transferee Company is not granted)/ the approval of this Scheme by the NCLT (in case dispensation for holding meeting of shareholders of the Transferee Company is granted) shall be deemed to be the consent of shareholders of the Transferee Company to the alteration of the Memorandum of Association of the Transferee Company as may be required under the Act, and Clause V of



the Memorandum of Association of the Transferee Company shall stand substituted by virtue of the Scheme to read as follows:

"V a) The Authorised Share Capital of the Company is INR 50,60,00,00,000 (Rupees Five Thousand Sixty Crore Only) divided into INR 51,11,00,00,000 (Rupees Five Thousand One Hundred and Eleven Crores Only) divided into 5,65,00,00,000 (Five Hundred and Sixty- Five Thousand Crores) equity shares of INR 6/- each, 1,67,00,00,000 (One Hundred and Sixty Seven Thousand Crores) Unclassified Shares of INR 10/- each and 5,10,00,000 (Five Crores Ten Lakhs) Equity shares of INR 10/- each ."

In case, effect of another merger application filed by the Transferee Company as mentioned in clause 17.2 is given before giving effect to this Scheme, then combination numbers specified above shall undergo a change accordingly.

16. DISSOLUTION OF THE TRANSFEROR COMPANY

- 16.1. On and from the Effective Date, the Transferor Company shall stand dissolved without being wound up.
- 16.2. On and from the Effective Date, the names of the Transferor Company shall be struck off from the records of the relevant ROC. The Transferee Company shall make necessary filings in this regard.

17. APPLICATION TO THE NCLT

- 17.1. The Transferor Company and the Transferee Company as may be required by the NCLT shall with all reasonable dispatch, make and file necessary applications and petitions to the NCLT or any other appropriate authority, under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 for sanctioning this Scheme and for dissolution of the Transferor Company without being wound up.
- 17.2. The Transferee Company is also a part of another merger application filed and pending before the NCLT, Mumbai Bench bearing application number CA(CAA)/8/MB/2021 and CA(CAA)/9/MB/2021. In the event effect to the said merger application is given before giving effect to this Scheme, then it will be deemed as the Transferor Company mentioned in this Scheme is being merged with the Transferee Company mentioned in the above merger application.

18. MODIFICATIONS / AMENDMENTS TO THE SCHEME

- 18.1. The Transferor Company (by its Board of Directors) and the Transferee Company (by its Board of Directors) or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof, may consent, on behalf



of all persons concerned, to any modifications or amendments of the Scheme or to any conditions or limitations that the NCLT or any other Governmental Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by the NCLT or such other Governmental Authority, whether in pursuance of a change in law or otherwise. The Transferor Company and the Transferee Company by their respective Board of Directors or such other person or persons as the respective Board of Directors may authorize, including any committee or sub-committee thereof, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and / or any matter concerned or connected therewith. All modification / amendments in pursuant to this Clause shall be subject to approval of NCLT.

18.2. For the purpose of giving effect to this Scheme or to any modification or amendments thereof or additions thereto, the delegate(s) and / or the directors of the Transferor Company and / or the Transferee Company may give and are hereby authorised to determine and give all such directions as are necessary including directions for settling 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.

19. CONDITIONALITY OF THE SCHEME

19.1. The Scheme, in relation to the amalgamation of Transferor Company with Transferee Company, is conditional upon and subject to the following:

- (a) The requisite consent/ intimation/ approval/ permission, as may be required 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 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 Companies and the Transferee Companies as required if any and as may be directed by the jurisdictional NCLT.
- (c) Sanctions and orders under the provisions of Sections 230 to 232 and other applicable provisions of the Act being obtained by the Transferor Company and the Transferee Company from the NCLT;
- (d) Filing of Certified copies of Orders of NCLT sanctioning this Scheme pursuant to Sections 230 to 232 and other applicable provisions of the Act with the ROC by the Companies.

20. EFFECT OF NON-RECEIPT OF APPROVALS/ SANCTIONS

20.1. In the event of any of the said sanctions and approvals referred to in Clause 19 are not being obtained and / or complied with and / or satisfied and / or the Scheme not being



sanctioned by the NCLT, this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred between the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, each party shall bear its own costs unless otherwise mutually agreed. Further, the Board of Directors of each of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare this Scheme of no effect if such Board of Directors are of the view that the coming into effect of this Scheme in terms of the provisions of this Scheme or filing of orders with any authority could have adverse implications on either or both the Transferor Company and the Transferee Company.

21. COSTS, CHARGES AND EXPENSES

- 21.1. All costs, charges, taxes including duties (including the stamp duty, if any, applicable in relation to this Scheme), 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.





FUTURE CONSUMER LIMITED (Formerly Future Consumer Enterprise Limited)

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(T) +91 22 6620 1410 | www.futureconsumer.in

Regd. Office : Knowledge House, Shyam Nagar, Off JVLR, Jogeshwari (East), Mumbai - 400 060
(T) +91 22 6644 2200 | www.futureconsumer.in | CIN: L52602MH1996PLC192090

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF FUTURE CONSUMER LIMITED AT THEIR MEETING HELD ON 13TH AUGUST, 2021.

“RESOLVED THAT pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013, read with Rules framed thereunder (including any statutory enactment, modification or replacement thereof for the time being in force or any amendment thereof) and enabling provisions of the Memorandum of Association and Articles of Association of Future Consumer Limited (hereinafter referred to as **“the Company”** or **“FCL”** or **“Transferee Company”**) and subject to the requisite approvals, consents, sanctions and permissions of the concerned regulatory authorities if any and the sanction of the jurisdictional Hon’ble National Company Law Tribunal (**“NCLT”**) and/ or such other appropriate authority, as may be applicable and requisite approval of the shareholders and/or creditors of the Company as may be directed by the jurisdictional NCLT, the consent of the Board of Directors of the Company (**“Board”**) be and is hereby accorded to the Scheme of Amalgamation between Integrated Food Park Limited (**‘IFPL’** or **‘Transferor Company’**) and the Company and their respective shareholders (**“the Scheme”**), copy of which has been placed at the meeting for perusal and approval by the Board.

RESOLVED FURTHER THAT as the Transferor Company is proposed to become a wholly-owned step-down subsidiary of the Transferee Company, the Transferee Company would not be required to issue and allot any shares to the shareholders of the Transferor Company on account of merger of wholly-owned step-down subsidiary with the Transferee Company.

RESOLVED FURTHER THAT in terms of the Regulation 37(6) of SEBI (Listing Obligations and Disclosure Requirements), Regulations 2015, the Company is not required to obtain prior approval of Stock Exchanges for filing the Scheme with jurisdictional NCLT and the Company is not required to comply with the provisions of SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2020/249 dated December 22, 2020, as amended, provided that a draft Scheme is filed with Stock Exchanges for disclosure purposes.

RESOLVED FURTHER THAT the Committee of Directors of the Company be and is hereby authorized and empowered to do all acts, deeds and things as it may deem expedient for the purpose of giving effect to this resolution and the Scheme and further do any such matters connected therewith or incidental thereto including but not limited to the following:

- a) to finalise, approve and settle the Scheme, the draft of the notices for convening the Shareholder’s/ Creditor’s meeting(s) and the draft of the explanatory statement under Section 102 of the Companies Act, 2013, with any modifications as it may deem fit;
- b) to undertake and to authorize Directors /Officials /Authorised Representatives of the Company as may be required from time to time for:
 - i) filing the Scheme and / or any other information / details with the concerned Stock Exchanges or any other body or regulatory authority or agency to obtain approval or sanction to any of the provisions of the Scheme or for giving effect thereto;





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- ii) filing applications with the National Company Law Tribunal ('NCLT') or such other appropriate authority seeking directions as to convening / dispensing with the meeting of the shareholders / creditors of the Company and where necessary to take steps to convene and hold such meetings as per the directions of the NCLT;
 - iii) filing petitions for confirmation of the Scheme by the NCLT of Judicature at Mumbai or such other competent authority;
 - iv) filing affidavits, petitions, 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, and sign and issue public advertisements and notices;
 - v) obtaining approval from such other authorities and parties including the shareholders, creditors, lenders as may be considered necessary, to the said Scheme in such mode or manner as may be permissible pursuant to the applicable laws ;
 - vi) to apply for and obtain requisite approval of the Central Government and any other authority or agency, whose consent is required including those of any Lenders/Creditors;
 - vii) making 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 imposed by the Central Government or the Court of competent jurisdiction or any other authority;
 - viii) signing all applications, petitions, documents, relating to the Scheme and to settle any question or difficulty that may arise in the course of being approved and with regard to the implementation of the above Scheme, and to give effect to the above resolution;.
 - ix) To delegate and/or appoint one or more persons to undertake and carry out any or all of the powers granted by the Committee by way of delegation of such powers in favour of the said persons and for that purpose to execute such other deeds, documents and writings of any nature as may be required.
- c) To decide and finalise the manner for obtaining requisite approval of the Shareholders/Creditors of the Company at a shareholders/creditors meeting or through postal ballot process or otherwise as may be permissible, and for that purpose to finalise and approve the notice calling the respective meetings /postal ballot notice, appoint scrutinizer for postal ballot process and do such acts, deeds and things as may be required in relation to and to give effect to the aforesaid.

RESOLVED FURTHER THAT Mr. Kishore Biyani - Vice Chairman, Ms. Ashni Biyani - Managing Director, Mr. Jude Linhares - Executive Director Mr. Sailesh Kedawat - Chief Financial Officer, Mr. Manoj Gagvani - Company Secretary & Head - Legal, Mr. Amit Kumar Agrawal, Mr. Rajendra Bajaj, Ms. Neeta Singh, Mr. Satish Sharma, Mr. Karan Ket, Mr. Nitesh M S, Mr. Ramesh Krishnan and Ms. Ashwini M A (all authorised signatories of the Company), be and are hereby authorised individually and/ or severally to do and perform all such acts, deeds, matters and things as may be deemed necessary, expedient, desirable, usual or proper and to settle any question or difficulty that may arise with regard to execution





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and implementation of the Scheme and for this purpose take all necessary steps for, including but not limited to:

- (a) Obtaining requisite consent/ intimation/ approval/ permission, as may be required 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, or any other regulatory authority, which by law may be necessary for the implementation of this Scheme.
- (b) Filing of applications/affidavits with the concerned jurisdictional NCLT or such other competent authority and seeking directions as to holding/dispensing with the meeting of the shareholders/creditors of the Company as may be directed by the jurisdictional NCLT to give effect to the Scheme and where necessary to take steps to convene and hold such meetings as per the directions of the jurisdictional NCLT;
- (c) Filing of petitions for confirmation of the Scheme by the jurisdictional NCLT's or such other competent authority;
- (d) For the above purposes to engage advocates, consultants, Company Secretary, Chartered Accountants, and if considered necessary, also engage services of counsel(s), declare and file all pleadings, reports, and sign and issue public advertisements and notices;
- (e) Obtaining approval from such other authorities and parties including the shareholders, as may be directed by the jurisdictional NCLT, to the said Scheme;
- (f) 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;
- (g) To sign all applications, petitions, documents, relating to the Scheme and jurisdictional NCLT process or delegate such authority to another person by a valid Power of Attorney; and
- (h) To do all acts and things as may be considered necessary and expedient in relation to the Scheme including necessary submissions to the regulatory authorities to give effect to the Scheme and for matters connected therewith or incidental thereto."

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 certified true extract of the above resolutions duly signed by any one of the Directors or the Company Secretary, be sent to the concerned authorities / regulatory bodies to enable them to give effect to the above resolutions."

For Future Consumer Limited


Manoj Gagvani
Company Secretary & Head - Legal
ACS: 10652

Date: 9th September, 2021
Place: Mumbai