

**MEMORANDUM OF ASSOCIATION
OF
ADITYA BIRLA LIFESTYLE BRANDS LIMITED
(COMPANY LIMITED BY SHARES)**

TABLE -A OF SCHEDULE I - COMPANIES ACT, 2013

- I. The name of the Company is Aditya Birla Lifestyle Brands Limited (*Company*)
II. The registered office of the Company will situate in the State of Maharashtra - MH.
III. The object for which the Company is established are:

A. THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

- 1) To carry on India and elsewhere in any place or places in the world the trade or the business of manufacturers, exporters, importers, traders, dealers, merchants, shippers, indentors, distributors, wholesalers, retailers, shopkeepers, hirers, commission agents, muccadums, brokers, stockists, mercantile agents, forwarding agents, warehousemen, in all types of fabrics, cotton, knitted, dyed, processed wool, jute, hemp, silk, nylon and allied materials and articles, textile of all kinds, ready to wear garments, non wearables, and made up of all kinds, makers and tailors of all kinds of industrial/domestic wearing/non-wearing apparels, linen, carpets and rugs, strapess, tapes, ribbon, elastic braids and labels and as ginners, pressers, packers, calendars, spinners, weavers, bleachers, dyers, combers and traders of cotton, wool, silk, nylon, synthetic, man-made fibre, flax, hemp, jute and other fibrous substances whether textile, felted, netted or looped and of waste materials and cotton seeds and to run spinning, weaving, pressing, ginning and processing or manufacturing mills, dyeing, printing and bleaching factories and carry on all the above business in all or any of their respective branches.
- 2) To manufacture, buy, sell, import, export, refine, manipulate or otherwise deal in textiles and piece- goods of all kinds, yam, threads, siiks and art silks, cotton, woolens, nylon, synthetic, man-made and allied materials, rayons and fabrics of all kinds, woven/non-woven cloths, industrial cloth, oil-cloth, leather cloths, Hessians, jute cloths, man-made fibres including regenerated cellulose-rayons, nylon and the like, textile auxiliaries, and sizing materials including starch.
- 3) To offer one stop solution for sale, purchase, export, import, and the like, of Garments, fashion clothes, fashion products, life style products, apparels, general merchandise etc.

B. MATTERS WHICH ARE NECESSARY FOR FUTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE III (A) ARE: -

- 1) To enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint-venture, reciprocal concessions or otherwise with any persons, firm or company carrying on or engaged in any business or transactions which this Company is authorized to carry on and subject to Section 230 to 234 of the Companies Act, 2013, to amalgamate with any other such Company, having objects altogether or in part similar to

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those of the Company.

- 2) To apply for, purchase or otherwise acquire any patents, brevets 'invention, licenses, concessions, and the like conferring any exclusive or non-exclusive or limited right to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly, to benefit the Company, and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights, or information so acquired. To apply for, register, purchase, lease, acquire, hold, use, control, licence, sell, assign or dispose of patents, patent rights, copyrights, trade-marks, formulae, licences, inventions, processes, distinctive marks and similar rights.
- 3) To invest surplus funds of the Company from time to time in any class of assets, whether financial or otherwise, immovable or movable, including deposits, units of any unit trust scheme or mutual funds, Government securities or in other securities (listed or unlisted) of any entity (including but not limited to private or public limited companies, partnership or proprietorship firms, etc) including shares, bonds and debentures or in such other form or properties of any kind, as may from time to time be determined by the company, and from time to time vary such investments and to execute all assignments, transfers, receipts and documents that may be necessary in that behalf.
- 4) To open accounts with any bank or financial institutions and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and such other negotiable or transferable instruments of all types and to buy, sell and deal in the same.
- 5) To buy, sell, trade and deal in all kinds of plant, equipment, machinery, apparatus, tools, utensils, commodities, substances, articles and things necessary or useful for carrying on any of the above businesses or usually dealt with by persons engaged therein.
- 6) To carry on business as manufactures, processors, dealers, importers and exporters of all kinds of packing materials and media required for carrying out the business of the Company.
- 7) To enter into any arrangement with any government or authorities, municipal, local or otherwise or any person or Company, in India or abroad, that may seem conducive to the objects of the company or any of them and to obtain from any such government, authority, persons or company any rights privileges, charters, contracts, licenses and concessions.
- 8) To apply for and obtain any order of Central/State Governments or such other authority for enabling the company to carry any of its objects into effect or for effecting any modifications of the company's constitution or any other such purpose, which may seem expedient and to make representations against any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

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- 9) To purchase or otherwise acquire and undertake the whole or any part of the business, property, rights and liabilities of any Company or person carrying on business which this Company is authorised to carry on or is possessed of rights suitable for any of the purposes of this Company.
- 10) To pay, satisfy or compromise any claims made against the company in respect of any contracts of insurance granted by, dealt in or entered into by the company which claims the company may deem it expedient to pay, satisfy or compromise notwithstanding that the validity thereof at law may be disputable and to revive any contracts that may have become void or lapsed on such terms and conditions and in such cases as may be deemed expedient or in lieu of reviving any such contract make any other concession in favour of the person or any of the persons entitled to such contract.
- 11) To do all or any of the above things as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others and to do all such other things as are incidental or as the company may think conducive to the attainments of the above objects or any of them.
- 12) To build, repair, replace or reinstate any premises, machinery and property of every other description and to carry on any kind of business incidental thereto.
- 13) To undertake payment of all rents and performance and observance of all covenants, conditions and agreements contained in or reserved by any lease or leases which may be granted or assigned to or may be otherwise acquired by the company.
- 14) To obtain, apply for, arrange for the issue or enactment of Order of Act of Legislature or Act of Authority in India, or any other part of the world for enabling the company to obtain powers, authorities, protection, financial and other help necessary or expedient to carry out or extend any of the objects of the company or for any other purpose which may seem expedient and to oppose any proceedings or applications or any other endeavours, steps or measures which seems calculated directly or indirectly to prejudice the company's interest.
- 15) To educate, train and examine for reward or otherwise managers, operators, employees and other persons as to their knowledge of and competence or fitness for the respective duties or employment and to grant to them or any of them certificates of such knowledge, competence and fitness and by any means whatsoever to disseminate knowledge and information on all professions, commercial, technical, industrial, educational and other subjects of any description.
- 16) To sell or dispose of the undertaking of the company or any part thereof for such consideration, and to such person or company as the company may think fit, and in particular for shares, debentures or securities, of any other company having objects altogether or in part similar to those of the company.

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- 17) To apply the assets of the company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any manner connected with any particular trade or business or with trade or commerce generally including any association, institution or fund for the protection of the interests of masters, owners, and employers as against loss by bad debts, strikes, combinations, fire, accidents or otherwise or for the benefit of any clerks, workmen or others at any time employed by the company or any of its predecessors in business or their families or dependents and whether or not in common with other persons or classes of persons and in particular of friendly, cooperative and other societies, reading rooms, libraries, educational and charitable institutions, refectories, dining, and recreation rooms, churches, temples, places of worship, schools, and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscriptions for any purpose whatsoever.
- 18) To promote, form and register, aid in the promotion, formation and registration of any Company or companies, subsidiary or otherwise for the purpose of acquiring all or any of the properties, rights and liabilities of this Company and to transfer to any such Company any property of this Company and to be interested in or take or otherwise acquire, hold, sell or otherwise dispose of shares, stock, debentures and such other securities of all types in or of any such Company, subsidiary or otherwise for all or any of the objects mentioned in this Memorandum and to assist any such Company and to undertake the management and secretarial or such other work, duties and business on such terms as may be arranged.
- 19) To invest in other than investment in Company's own shares and deal with moneys of the company not immediately required, in such shares or upon such securities or investments and in such manner as may, from time to time, be determined.
- 20) To advance money not immediately required by the Company or give credit to such persons, firms or companies and on such terms with or without security as may be deemed expedient and in particular to customers and such others having dealings with the Company and to give guarantees or securities of any such persons, firms or companies as may appear proper or reasonable to the Directors, provided that the Company shall not carry on the business of banking within the meaning of Banking Regulation Act, 1949.
- 21) To sell, improve, alter, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the land, properties, assets and rights and the resources and undertakings of the company, in such manner and on such terms as the Directors may think fit.
- 22) To develop and turn to account any property real or personal acquired by the Company or in which the Company is interested for business purpose and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down and improving buildings, and by paving, draining, letting on building lease or building agreement and by advancing money to and entering into contracts and arrangements of

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all kinds with builders, contracts, tenants and others.

- 23) To remunerate any person or company, for services rendered or to be rendered in or about the formation or promotion of the company or the conduct of its business.
- 24) To create any depreciation fund, reserve fund, sinking fund, provident fund, superannuation fund or any special or other such fund, whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the company or for redemption of debentures or redeemable preference shares, employees' welfare or for any other such purpose conducive to the interest of the Company.
- 25) To provide for the welfare of employees or ex-employees (including Directors and other Officers) of the Company and the wives and families or the dependents or connections of such persons, by building or contributing to the building of houses, dwellings or by grants of money, pensions, allowances, bonus or other such payments or by creating and from time to time subscribing or contributing to provident fund and other associations, institutions, funds or trusts and/or by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medicals and such other attendance and assistance as the Company shall think fit.
- 26) To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations or holding exhibitions.
- 27) Subject to Section 66 of the Companies Act, 2013 in the event of winding up to distribute among members of the Company in specie or in cash any property of the Company.
- 28) To do all or any of the above things and all such other things as are incidental or may be thought conducive to the attainment of the above object or any of them and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- 29) To enter into technical and financial collaboration with foreign and Indian collaborators for the manufacturers of the company.
- 30) To receive loan, borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other persons or Company of any obligation undertaken by the Company or any other person or Company as the case may be.

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- 31) To subscribe, contribute or otherwise to assist or guarantee money for any national, charitable, benevolent, public, general or useful object or for any exhibition or subject to the provision of the Companies Act, 2013.
- 32) Subject to the provisions of Section 52 of the Companies Act, 2013 to place, to reserve or to distribute as bonus shares among the members or otherwise to apply as the Company may from time to time think fit any moneys belonging to the Company including those received by way of premium on shares or debentures issued by the Company at a premium and any moneys received in the respect of forfeited shares and moneys arising from the reissued by the Company of forfeited shares.
- IV. The Liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.**
- V. The Authorised Share Capital of the Company is ₹ 20,00,55,50,000 (Rupees Two Thousand Crore Fifty Five Lakhs Fifty Thousand only) divided into 2,00,00,00,000 (Two Hundred Crore) Equity Shares of ₹ 10/- each (Rupees Ten only) amounting to ₹ 20,00,00,00,000 (Rupees Two Thousand Crore only), and 5,55,000 (Five Lakhs Fifty Five Thousand) preference shares of ₹ 10/- each amounting to ₹ 55,50,000 (Rupees Fifty Five Lakhs Fifty Thousand Only) with a power to increase or reduce the capital of the Company in accordance with the provisions of the Companies Act, 2013 and to classify or reclassify the Share Capital.**
- VI. We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:**

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S. No.	Subscriber Details					Date
	Name, Address, Description and Occupation	DIN/PAN/ Passport Number	No. of shares taken		DSC	
1	Mr. Ashish Dikshit Nominee of Aditya Birla Fashion and Retail Limited s/o: Amarnath Dikshit Address: E405, Raheja Residency, 8th C Main Road, Koramangala, 3rd Block, Bangalore 560034 Occupation: Service	01842066	1	Equity	Sd/-	08/04/2024
				Preference		

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2	ADITYA BIRLA FASHION AND RETAIL LIMITED Address: Piramal Agastya Corporate Park, Building A, 4th and 5th Floor, Unit No. 401, 403, 501, 502, L.B.S Road, Kurla Mumbai - 400 070 Authorised Representative Name: Anil Kumar Malik S/o: Late Kishan Kumar Malik Address: A 4307, Altamonte, Omkar, Western Express Highway Malad (E) – 400097 Occupation: Service	00170411	49,994	Equity	Sd/-	08/04/2024
				Preference		
3	Name: Ms. Sonia Bhandari Nominee of Aditya Birla Fashion and Retail Limited D/o: Mr. Shiv Kumar Gupta Address: J-402, Prateek Laurel, Plot Gh 001, Sector 120, Noida, Gautam Budh Nagar Noida Uttar Pradesh 201301 India Individual Occupation: Service	02948682	1	Equity	Sd/-	08/04/2024
				Preference		
4	Name: Mr. Manoj Binod Fitkariwala Nominee of Aditya Birla Fashion and Retail Limited S/o: Mr. Binod Fitkariwala Address: Flat No. 2003, Tower A, Enigma by Oberoi Realty, LBS	AAAPF7867J	1	Equity	Sd/-	08/04/2024
				Preference		

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	Road, just before Johnson and Johnson, Mulund West Mumbai Maharashtra 400080 India Individual Occupation: Service					
5	Name: Mr. Abhishek Ananda Hegde Nominee of Aditya Birla Fashion and Retail Limited S/o: Mr. Ananda Hegde Address: D/9, Neelkanth Narayan, Opp. Jondhale High School, Dombivali West, Maharashtra 421202 Vishnunagar Thane India Individual Occupation: Service	AGSPH4439C	1	Equity Preference	Sd/-	08/04/2024
6	Name: Ms. Yoshita Susmit Vora Nominee of Aditya Birla Fashion and Retail Limited D/o: Mr. Susmit Vora Address: A/603, Radhe, Pashabhai Park, Race Course, Vadodara Vadodara Gujarat 390007 Racecourse Vadodara India Individual Occupation: Service	AGNPV8102H	1	Equity Preference	Sd/-	08/04/2024
7	Name: Mr. Rajesh Annamalai Nominee of Aditya Birla Fashion and Retail Limited S/o: Mr. Annamalai Address: 1202, Yucca Block,	ABLPA4734F	1	Equity Preference	Sd/-	08/04/2024

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Nahar Amrit Apts, Chandivali, Opp to Nahar International School, Mumbai Mumbai Maharashtra 400072 Mumbai Mumbai India Individual Occupation: Service				
Total shares taken		50,000		

Signed before Me					
Name		Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	DSC	Dated
FCS	Janmejay Singh Rajput	38, 2nd Floor, Sant nagar, East of kailash, Delhi-110065 Individual Professional	9348	Sd/-	08/04/2024

Certified True Copy
For Aditya Birla Lifestyle Brands Limited

Company Secretary

**ARTICLES OF ASSOCIATION
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The regulations comprised in these Articles of Association have been adopted pursuant to a resolution passed by the members of Aditya Birla Lifestyle Brands Limited ("Company") at the Extra Ordinary General Meeting held on May 24, 2025, in substitution and to the entire exclusion of the regulations contained in the extant Articles of Association of the Company.

PRELIMINARY

The Company is established with Limited Liability in accordance with and subject to the provisions of the Companies Act, 2013 and the Regulations contained in the "Table F" in the "Schedule I" of the Companies Act, 2013 ("said Table F"), shall be applicable to the Company, as are applicable to a public company limited by shares, so far as they are not inconsistent with any of the provisions contained in these regulations or any modification(s) thereof.

In case of any conflict between the regulations as contained in these presents and the regulations as contained in the said Table F, the regulations of these presents shall prevail and in case of absence of a provision in these presents, dealing with any particular subject matter, the provisions of the said Table F, if any, shall be applicable to the Company.

Accordingly, the regulations for management of the Company and for the observance of the members shall be such as are contained in these Articles.

Certified True Copy
For Aditya Birla Lifestyle Brands Limited

Company Secretary

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INTERPRETATION

The marginal notes appearing hereunder shall not affect the meaning and/or interpretation of the regulations in these presents, unless there be something in the subject or context inconsistent therewith.

In these present regulations, the following words and expressions shall have the following meanings, unless repugnant to the subject or context.

“The Company” or “This Company” means Aditya Birla Lifestyle Brands Limited;

“Act” or “The Companies Act, 2013” or “The said Act” or “The act” shall mean the Companies Act, 2013 (Act No. 18 of 2013) and shall include the section(s) or provision(s) thereof and Rules made thereunder including any statutory amendment(s) and/or modification(s) and/or re-enactments thereto for the time being in force and the term shall be deemed to refer to the applicable section(s) thereof which is relatable to the relevant Article in which the said term appears in these presents and any previous company law, so far as may be applicable;

“Annual General Meeting” shall mean the annual general meeting(s) of the Company convened and held in accordance with the Act;

“Alter” and “Alteration” shall include the making of additions, omissions and modifications;

“Articles of Association” or “Articles” means the Articles of Association of the Company as originally framed or as altered from time to time in accordance with the Act;

“Auditors” shall mean the Statutory Auditors appointed under the said Act;

“Beneficial Owner” shall have the meaning assigned thereto in section 2 of the Depository Act;

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“Board” or **“Board of Directors”** shall mean the collective body of the Directors of the Company and shall include committee(s) thereof;

“Body Corporate” includes a company incorporated outside India but does not include:

- a. a corporation sole,
- b. a co-operative society registered under any law relating to co- operative societies, and
- c. any other body corporate (not being a company as defined in the Act) which the Central Government may, by a notification in the Official Gazette specify in this behalf.

“Capital” shall mean the share capital for the time being paid-up and/or issued and/or authorized to be raised for the purposes of the Company;

“Depositories Act” means the Depository Act, 1996, including any statutory modifications or re-enactment for the time being in force.

“Depository” means a company formed and registered under the Act and which has been granted a Certificate of Registration to act as a depository under the Securities and Exchange Board of India Act 1992.

“Directors” shall mean the persons appointed as Directors of the Company, for the time being;

“Dividend” shall include interim dividend unless otherwise stated;

“Document” shall mean and include anything relating to the Company, available in a written form including summons, notice, requisition, order, declaration, form and register, whether issued, sent or received or kept in pursuance of this Act or under any other law for the time being in force or otherwise, maintained on paper or in electronic form;

“Executor” or **“Administrator”** means a person who has obtained probate or letters

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of administration, as the case may be, from some competent court having jurisdiction in India and shall include the executor or Administrator or the holder of a certificate, appointed or granted by such competent court and authorized to negotiate or transfer the shares of the deceased member;

“Extra-ordinary General Meeting” shall mean an extra-ordinary meeting of the Company convened and held in accordance with the Act;

“Financial Year” shall mean have the meaning assigned thereto by the Act;

“Financial Statements” shall mean:

- (i) balance sheet as at the end of the financial year;
- (ii) profit and loss account, for the financial year; cash flow statement for the financial year;
- (iii) a statement of changes in equity, if applicable; and
- (iv) any explanatory note annexed to, or forming part of, any document referred to in sub-clause (i) to sub-clause (iv);

“In writing” or “Written” shall mean any form of documentation done on behalf of and for the purposes of the Company and shall include an email & such other forms of documentation(s) and/or transmission(s) made in electronic mode;

“Independent Director” shall have the meaning assigned to it in the Act;

“Key Managerial Personnel” shall mean the Managing Director or Chief Executive Officer or Manager; company secretary; Whole-time Director; Chief Financial Officer and such other officer as may be notified from time to time in the Rules or as may be resolved by the Board, to be included in the Key Managerial Personnel of the Company;

“Managing Director” shall have the meaning assigned thereto in the Act;

“Member(s)/ Shareholder(s)” shall mean the duly registered holder of the share(s) of the Company, from time to time, and shall include the subscribers to the

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Memorandum of Association and in case of shares held by a Depository, the Beneficial Owners whose names are recorded as such with the Depository;

“Memorandum of Association” shall mean the Memorandum of Association of the Company; as originally framed and/or modified and/or amended from time to time;

“Month” shall mean the English calendar month;

“National Holiday” shall mean the day declared to be a national holiday by the Government of India;

“Office” shall mean the registered office of the Company, for the time being;

“Officer” shall have the meaning assigned thereto by the Act;

“Ordinary Resolution” shall have the meaning assigned thereto by the Act;

“Paid up” shall include “credited as paid up”;

“Participant” means a person registered as such under Section 12 (1A) of the Securities and Exchange Board of India Act, 1992.

“Person” shall include any natural or legal person, association of persons, corporation, company, firm etc.;

“Postal Ballot” shall have the meaning assigned thereto by the Act;

“Proxy” shall mean and include a person duly authorized under a power of attorney or otherwise;

“Record” includes the records maintained in the form of books or stored in a computer or in such other form as may be determined by the regulations issued by the Securities and Exchange Board of India in relation to the Depository Act, 1996.

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“Registered Owner” means a Depository whose name is entered as such in the records of the Company.

“Register(s)” shall mean the registers, including the register of Members to be maintained pursuant to the provisions of the Act;

“Registrar” shall mean the Registrar of Companies within whose jurisdiction the Registered Office of the Company is situated, for the time being;

“Rs.” shall mean the lawful national currency of India;

“Rules” shall mean any rule(s) made pursuant to the provisions of Section 469 of the Act or such other provisions pursuant to which the Central Government is empowered to make rules and shall include all amendments and/or re-enactments and/or modifications thereof, from time to time;

“Seal” shall mean common seal of the Company;

“Secretary” shall mean the Company Secretary of the Company, included in the Key Managerial Personnel of the Company, appointed pursuant to the provisions of the Act;

“Securities” shall have the meaning assigned thereto by the Act and shall include any security as may be specified by the Securities and Exchange Board of India from time to time;

“SEBI” means the Securities and Exchange Board of India

“Section(s)” shall mean the Section(s) of the Act;

“Share Warrant” shall mean share warrant issued pursuant to provisions of the Act;

“Special Resolution” shall have the meaning assigned thereto by the Act;

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“These presents” shall mean these regulations i.e. Articles of Association including all amendments and/or re-enactments and/or modifications thereof and shall include the Memorandum of Association where the context so requires;

“Transfer” means (in either the noun or the verb form and including all conjugations thereof with their correlative meanings) with respect to the securities, shares, the sale, assignment, transfer or other disposition (whether for or without consideration, whether directly or indirectly) of any securities/shares or of any interest therein or the creation of any third party interest in or over the securities/shares, but excluding any renunciation of any right to subscribe for any securities/shares offered pursuant to a rights issue to existing shareholders in proportion to their existing shareholding in the Company;

Words importing the singular number includes the plural number and vice versa. Words importing the masculine gender shall include the feminine gender.

Words importing persons shall, where the context requires, include bodies corporate and companies as well as individuals. Subject as aforesaid, any words and expressions defined in the said Act as modified up to the date on which these presents become binding on the Company shall, except where the subject or context otherwise requires, bear the same meanings in these presents.

The Company shall, on being so required by a Member, send to him within seven days of the requirement and subject to the payment of a fee of Rs. 100/- or such other fee as may be specified in the Rules for each copy of the documents specified in Section 17 of the said Act.

Expressions referring to writing shall be construed as including references to printing lithography, photography and other modes of representing or reproducing words in a visible form.

Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in the presents.

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A. SHARE CAPITAL, VARIATION OF RIGHTS & BUY BACK

<i>Authorised Share Capital</i>	1	The authorized share capital of the Company shall be the amount as enumerated in the Clause V of the Memorandum of Association, from time to time.
<i>Kinds of Share Capital</i>	2	<p>The Company may issue the following kinds of shares in accordance with these presents, the Act, the Rules and other applicable laws:</p> <p>(a) Equity share capital:</p> <p style="padding-left: 40px;">(i) with voting rights; and / or</p> <p style="padding-left: 40px;">(ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and</p> <p>(b) Preference share capital.</p>
<i>Shares at the Disposal of and under the control of the Board</i>	3	Subject to the provisions of the Act and these presents, the shares in the capital of the Company shall be under the control of the Board, who may issue and/or allot and/or otherwise dispose off the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provisions of the Act) at a discount and at such time as they may from time to time think fit.
<i>Commission and Brokerage</i>	4	<p>(a) The Board may exercise the power of paying commissions conferred by the Act, to any person in connection of the securities, provided that the rate (%) or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and Rules made thereunder and that the rate</p>

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or amount of the commission shall not exceed the rate or amount prescribed in the Act and Rules made thereunder.

(b) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

(c) The Company may also on issue of shares, pay reasonable brokerage as may be lawful.

*Company's
securities not to
be purchased*

5 Except as provided in these presents, none of the funds of the Company shall be utilised in the purchase of or lent on the security or securities of the Company and the Company shall not, except as permitted by the provisions of the Act, give any financial assistance for the purpose of or in connection with any purchase of securities of the Company.

*Buy Back of
Securities*

6 Notwithstanding anything contained in these presents but subject to all applicable provisions of the Act or any other Law for the time being in force, the Company may purchase its own shares or any other specified securities.

Increase of Capital 7

The members of the Company may, from time to time, authorize the Board to increase the capital by the creation of new securities, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe.

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The new securities shall be issued on such terms and conditions and with such rights and privileges annexed thereto as the resolution shall prescribe and in particular, such securities may be issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company and with a right of voting in conformity with the Act and other applicable laws.

Whenever the capital of the Company has been increased under the provisions of the presents, the Board shall comply with the provisions of the Act.

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| <i>New Capital to be Part of the Existing Capital</i> | 8 | Except so far as otherwise provided by the conditions of the issue or by these Presents, any capital raised by the creation of new securities, shall be considered to be a part of the existing capital and shall be subject to the provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise. |
| <i>Reduction of Capital</i> | 9 | <p>The Company may, vide a special resolution passed by its members, reduce in any manner and with & subject to any incident authorized and consent required in accordance with the provisions of the Act and the Rules;</p> <ul style="list-style-type: none">(a) its share capital; and/or(b) any capital redemption reserve account; and/or(c) any securities premium account; and/or(d) any other reserve in the nature of share capital. |

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<i>Sub-division, Consolidation and Cancellation of Share(s)</i>	10	<p>Subject to the provisions of the Act, the Company may, by ordinary resolution –</p> <p>(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares: Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;</p> <p>(b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;</p> <p>(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;</p> <p>(d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.</p>
Conversion of Shares into Stock	11	<p>Where shares have been converted into stock-</p> <p>(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit: Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.</p> <p>(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards</p>

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dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

- (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

*Issuance of
Preference Shares*

- 12 The Company shall be at liberty, without prejudice to its other rights, from time to time to create and issue further preference shares, with or without the right of redemption, ranking in all respects pari-passu with the existing preference shares.

*Application of
Amounts for
Redemption*

- 13 Subject to the provisions of the Act, the Board may at any time as it may determine, but not later than twenty years from the date of issue and allotment of the preference shares, apply the net profits or the moneys of the Company, which may be lawfully applied for the purpose, including any proceeds of a fresh issue of shares made for the purpose of redemption, in redemption of the whole or any part of the preference shares for the time being issued and outstanding at par, together with a sum equal to the arrears of fixed dividend thereon, (whether earned or declared or not) on the date of redemption.

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<i>Procedure for Redemption</i>	14	At the time of redemption, each such holder shall be bound to surrender to the Company the certificate or certificates for his shares to be redeemed and the Company shall pay to him the amount payable in respect of such redemption and where any such certificate comprises any shares which have not been drawn for redemption the Company shall issue to the holder thereof, a fresh certificate therefor.
<i>Period of Redemption</i>	15	Any of the preference shares not previously redeemed under the foregoing provisions shall be redeemable not later than expiry of twenty years from the date of its issue and allotment at par together with all arrears of the fixed dividend thereon, (whether earned or declared or not) upto the date.
<i>Issuance of Shares with Differential Rights</i>	16	Subject to the provisions of the Act and all other applicable provisions of law, the Company may issue (a) securities on a preferential allotment basis; and (b) equity shares with differential rights as to dividend, voting or otherwise.
<i>Further Issue of Shares</i>	17	(a) Subject to the provisions of the Act, where at any time after the expiry of two years from the formation of the Company or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares then: (i) such further shares shall be offered to the

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persons who at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances permit, to the capital paid up on those shares at that date;

- (i) the offer aforesaid shall be made by a notice specifying the number of shares to be offered and limiting a time not being less than fifteen days or such lesser number of days as may be prescribed under applicable Indian law and not exceeding thirty days from the date of offer within which the offer, if not accepted, will be deemed to have been declined;
 - (ii) the offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub clause (b) hereof shall contain a statement of this right;
 - (iii) after the expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as they think most beneficial to the Company.
- (b) Notwithstanding anything contained in sub-clause (a), the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in

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clause (i) of sub- clause (a) hereof) if a Special Resolution to that effect is passed by the Company.

(c) Nothing in sub-clause (iii) of (a) hereof shall be deemed:

(i) to extend the time within which the offer should be accepted; or

(ii) to authorize any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.

<i>Right to Convert Loans into Capital</i>	18	<p>Notwithstanding anything contained in clauses(s) above, but subject to the provisions of the Act, the Company may increase its subscribed capital on exercise of an option attached to the bonds or debentures or loans raised by the Company :</p> <p>(a) to convert such bonds or debentures or loans into shares in the Company; or</p> <p>(b) to subscribe for shares in the Company.</p>
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Provided that the terms of issue of such debentures or loan containing such an option have been approved before the issue of such debentures or the raising of loan by a special resolution passed by the Company in general meeting.

<i>No Recognition of Equitable Interest</i>	19	<p>Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and the company shall not be bound</p>
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by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

Variation of Class Rights	20	<p>(a) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.</p> <p>(b) To every such separate meeting, the provisions of these regulations relating to general meetings shall <i>mutatis mutandis</i> apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.</p>
<i>Rights not to be Deemed Varied</i>	21	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking <i>pari passu</i> therewith.

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B. CAPITALISATION OF PROFITS

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| <i>Capitalisation of Profits</i> | 22 | <p>(a) The Company may, in a general meeting, on recommendation of the Board, resolve:</p> <ul style="list-style-type: none">(i) that it is desirable to capitalize any part of any amount for the time being standing to the credit of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution; and(ii) that such sum be accordingly set free for distribution in the manner specified in the Clause (b) below amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportion. <p>(b) The sum aforesaid shall not be paid in cash but shall be applied, either in or towards:</p> <ul style="list-style-type: none">(i) paying up any amounts for the time being unpaid on shares held by such members respectively(ii) paying up in full, unissued share of the Company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportions aforesaid; or(iii) partly in the way specified in sub-clause (i) and partly that specified in sub clause (ii). <p>(c) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to</p> |
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members of the company as fully paid bonus shares.

- (d) The Board shall give effect to the resolution passed by the Company in pursuance of these Regulations.

*Power of Directors
for Declaration of
Bonus Issue and
actions Ancillary
to Capitalisation
of Profits*

- 23 (a) Whenever such a resolution as aforesaid shall have been passed, the Board shall:
- (i) make all appropriations and applications of the undivided profits resolved to be capitalized thereby and all allotments and issues of fully paid shares, if any, and
 - (ii) generally do all acts and things required to give effect thereto.
- (b) The Board shall have full power:
- (i) to make such provisions, by the issue of fractional certificates or by payments in cash or otherwise as it thinks fit, in the case of shares or debentures becoming distributable in fraction; and
 - (ii) to authorize any person, on behalf of all the members entitled thereto, to enter into an agreement with the Company providing for the allotment to such members, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalization or (as the case may require) for the payment of by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts or any parts of the amounts remaining unpaid

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on the shares.

- (c) Any agreement made under such authority shall be effective and binding on all such members.

C. ALLOTMENT OF SHARES & CALLS ON SHARES

<i>Consideration for Allotment</i>	24	<p>(a) The Board may issue and allot the shares of the Company, for such consideration i.e. cash or otherwise, as may be deemed fit by them.</p> <p>(b) Subject to the provisions of the Act and these presents, the Board may issue and allot shares in the capital of the Company towards payment or part payment for any property or assets of any kind whatsoever purchased or transferred or towards satisfaction or part satisfaction of borrowing(s) and/or loan(s) (including Debentures) (in case such option is attached to the terms of such borrowings and/or loan and the same is exercised) or for services rendered to the Company with regard to the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be, if the price of such shares is determined by the valuation report of a registered valuer and such issuance and allotment is approved by a special resolution of the Shareholders of the Company.</p>
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<i>Restriction on Allotment</i>	25	<p>(a) The Board shall duly observe the applicable provisions of the Act in making the allotments;</p> <p>(b) The amount payable on application on each share shall not be less than 5% of the nominal value of the share; and</p> <p>(c) Nothing herein contained shall prevent the Board from issuing fully paid up shares either on payment of the entire nominal value thereof in cash or in satisfaction of any outstanding debt or obligation of the Company.</p>
<i>Allotment on Application to be Acceptance of Shares</i>	26	Any application signed by or on behalf of an applicant for shares in the Company followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these presents and every person who thus or otherwise accepts any shares and whose name is on the Register, shall, for the purpose of these presents, be a Member.
<i>Return on Allotments to be made</i>	27	The Board shall observe and comply with the provisions of the Act, with regard to the restrictions on allotment of shares to the public and also with regard to return on allotments.
<i>Instalments on Shares</i>	28	If, by the conditions of allotment of any shares, the whole or part of the amount or issue price thereof is payable in instalments, every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, shall be the registered holder of the share or his legal representative.

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<i>Board to have the Right to make Calls on Shares</i>	29	<p>The Board may, from time to time, subject to the provisions of the act, the terms on which any shares may have been issued and subject to the conditions of allotment, vide a resolution passed in that regard, make such call as it thinks fit upon the Members in respect of all moneys unpaid on the shares held by them respectively (whether on account of the nominal value of shares or by way of a premium) and each Member shall pay the amount of every call so made on him to the person or persons and the member(s) and place(s) appointed by the Board.</p> <p>Provided that the Board shall not give the option or right to call on shares to any person except with the sanction of the Company.</p> <p>Provided further that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.</p>
<i>Notice for Call</i>	30	<p>Fourteen days notice in writing of any call shall be given by the Company specifying the date, time and places of payment and the person or persons to whom such call be paid.</p>

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<i>Call When Made</i>	31	The Board of Directors may, when making a call by resolution, determine the date on which such call shall be deemed to have been made, not being earlier than the date of resolution making such call and thereupon the call shall be deemed to have been made on the date so determined and if no such date is so determined a call shall be deemed to have been made at the date when the resolution authorizing such call was passed at the meeting of the Board.
<i>Liability of Joint Holders for a Call</i>	32	The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
<i>Board to Extend Time to Pay Call</i>	33	<p>The Board may, from time to time, at its discretion extend the time fixed for the payment of any call and may extend such time to all or any of the members.</p> <p>The Board may be fairly entitled to grant such extension, but no Member shall be entitled to such extension, save as a matter of grace and favour.</p>
<i>Calls to Carry Interest</i>	34	If a Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such Member.
<i>Dues Deemed to be Calls</i>	35	Any sum, which as per the terms of issue of a share becomes payable on allotment or at a fixed date whether on account of the nominal value of the share

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or by way of premium, shall for the purposes of these presents be deemed to be a call duly made and payable on the date on which by the terms of issue the same may become payable and in case of non payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

*Advances of
Uncalled Monies*

36

The Board -

- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
- (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, 12% per annum, or such rate as may be determined by the Board. No voting rights in respect of the moneys so paid in advance shall be exercisable until the moneys shall have become payable. Money so paid in excess of the amount of calls shall not rank for dividend and until appropriated towards satisfaction of any call shall be treated as a loan to the Company and not as a part of its capital and shall be repayable to the member at any time without notice if the Directors so decide.

*Proof of Dues in
Respect of Shares*

37

On the trial or hearing of any action or suit brought by the Company against any member or his representative to recover any debt or money claimed

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to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the members is, or was, when the claim arose, on the register of members of the Company as a holder or one of the holders of shares in respect of which such claim is made, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given in pursuance of these presents and it shall not be necessary to prove the appointment of the directors who made such call nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

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| <i>Money Due on Shares to be a Debt to the Company</i> | 38 | The money (if any), which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by them, shall immediately on the inscription of the name of allottee in the Register of Members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof and to be paid by him accordingly. |
| <i>Members or Heirs to Pay Unpaid Amounts</i> | 39 | Members (including their heirs, executors or administrators) shall pay to the Company, the portion of the capital represented by his share or shares, which may for the time being remain unpaid thereon, in such amounts, at such time or times and in such manner, as the Board shall from time to time, in accordance with these Regulations require or fix for the payment thereof. |

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<i>Partial Payment not to Preclude Forfeiture</i>	40	Neither a judgment nor a decree in favour of the Company, for call or other moneys due in respect of any share nor any part payment or satisfaction thereunder nor the receipt by the Company of a portion of any money which shall, from time to time be due from any member to the Company in respect of his shares either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money shall preclude the Company from thereafter proceeding to enforce forfeiture of such shares as hereinafter provided.
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D. FORFEITURE OF SHARES

<i>Board to Have Right to Forfeit Shares</i>	41	If any Member fails to pay any call or installment of a call on or before the day appointed for the payment of the same or any such extension thereof, the Board may at any time thereafter during such time as the call or installment remains unpaid, give notice to him requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
<i>Notice for Forfeiture of Shares and annulment of forfeiture:</i>	42	<p>The notice aforesaid shall—</p> <p>(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and</p> <p>(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.</p>

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The Directors may, at any time before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

Effect of Forfeiture 43 If the requirements of any such notice as aforesaid are not complied with, every or any share in respect of which such notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture, subject to applicable provisions of the Act.

There shall be no forfeiture of unclaimed dividends before the claim becomes barred by law.

Notice of Forfeiture 44 When any share shall have been so forfeited, notice of the forfeiture shall be given to the Member on whose name such share stood immediately prior to the forfeiture and any entry of the forfeiture with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid.

Forfeited Share to be the Property of the Company 45 Any share so forfeited shall be deemed to be the property of the Company and may be sold, re-allocated or otherwise disposed of either to the original holder thereof or to any other person upon

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such terms and in such manner as the Board shall think fit.

<i>Cancellation of Forfeited Share</i>	46	A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
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<i>Member to be Liable Even After Forfeiture</i>	47	A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture be liable to pay and shall forthwith pay to the Company on demand all calls, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with the interest thereon from time to time of the forfeiture until payment at such rates as the Board may determine and the Board may enforce the payment thereof, if it thinks fit.
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The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

<i>Claims Against the Company to Extinguish on Forfeiture</i>	48	The forfeiture of a share involves extinction, at the time of the forfeiture of all interest in and all claims and demands against the Company, in respect of the shares and all other rights incidental to the share, except only such of those rights as by these Articles expressly saved.
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<i>Evidence of Forfeiture</i>	49	A duly verified declaration in writing that the declarant is a Director or Secretary of the Company,
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and that a share in the Company has been duly forfeited in accordance with these presents on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares

*Transfer of
Forfeited Share*

50 Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinafter given, the Board may appoint some person to execute an instrument of transfer of the shares sold, cause the purchaser's name to be entered in the Register in respect of the share sold and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money and after his name has been entered in the Register in respect of such shares, the validity of the sale shall not be impeached by any person.

The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

The transferee shall thereupon be registered as the holder of the share; and

The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

Certificate of

51 Upon any sale, re-allotment or other disposal under

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Forfeited Shares to be Void the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relevant shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and have no effect and the Directors shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled thereto.

Non-payment of Sums Liable to Attract Forfeiture 52 The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Board Entitled to Cancel Forfeiture 53 Board may at any time before any share so forfeited shall have them sold, re-allotted or otherwise disposed of, cancel the forfeiture thereof upon such conditions as it thinks fit.

The provisions of these presents relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

E. SHARE CERTIFICATES

Issue of Share Certificates 54 (a) Every person whose name is entered as a member in the register of members shall be entitled to receive, within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one

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month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide –

- (i) one certificate for all his shares without payment of any charges; or
 - (ii) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
- (b) Every certificate shall be under the seal of the Company and shall specify the shares to which it relates and the amount paid-up thereon.
- (c) Further, a person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.
- (d) The provisions of the these presents relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.
- Dematerialisation* 55 (a) Notwithstanding anything contained in these presents, the Company shall be entitled in

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accordance with the provisions of the Depositories Act, to dematerialise any or all of its shares, debentures and other securities and to offer any shares, debentures or other Securities proposed to be issued by it for subscription in a dematerialised form and on the same being done, the Company shall further be entitled to maintain a Register of Members/ Debentures/ other Security holders with the details of Members/ Debenture holders/ other Security holders holding shares, debentures or other Securities both in materialised and dematerialised form in any media as permitted by law including any form of electronic media, either in respect of the existing shares or any future issue.

- (b) The Company may exercise an option to issue, dematerialise, hold the securities (including shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialized, in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereto shall be governed by the provisions of the Depositories Act, 1996 as amended from time to time or any statutory modification(s) thereto or re-enactment thereof.
- (c) Notwithstanding anything to the contrary or inconsistent contained in these presents, the Company shall be entitled to dematerialize its existing securities, re-materialize its securities held in Depositories and/or offer its fresh

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securities in the de-materialized form pursuant to the Depositories Act, 1996 and the rules framed there under, if any.

- (d) Every person subscribing to or holding securities of the Company shall have the option to receive the security certificate or hold securities with a Depository. Where a person opts to hold a security with the Depository, the Company shall intimate such Depository of the details of allotment of the security and on receipt of such information, the Depository shall enter in its record, the name of the allottees as the beneficial owner of that security.
- (e) All securities held by a Depository shall be dematerialized and held in electronic form. No certificate shall be issued for the securities held by the Depository.
- (f) Except as ordered by a court of competent jurisdiction or by law required, the Company shall be entitled to treat the person whose name appears on the Register as the holder of any share or whose name appears as the beneficial owner of any share in the records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognize any benami trust or equity, equitable contingent, future, partial interest, other claim to or interest in respect of such shares or (except only as by these Articles otherwise

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expressly provided) any right in respect of a share other than an absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has expressed or implied notice thereof but the Board shall at their sole discretion register any share in the joint names of any two or more persons or the survivor or survivors of them.

- (g) Notwithstanding anything to the contrary contained in the Act, or these Articles, a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of security on behalf of the beneficial owner.

Save as otherwise provided above, the Depository is the registered owner of the securities and shall not have any voting rights or any other rights in respect of the securities held by it.

Every person holding securities of the Company and whose name is entered as a beneficial owner in the records of the Depository shall be deemed to be a member of the Company. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a Depository.

- (h) The Register and Index of beneficial owners maintained by a Depository under the Depositories Act, 1996 shall be deemed to be a

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Register and Index of members for the purposes of this Act. The Company shall have the power to keep in any state or country outside India a Branch register of Members resident in that state or country.

- (i) Upon receipt of certificate of securities on surrender by a person who has entered into an agreement with the Depository through a participant, the Company shall cancel such certificates and shall substitute in its record, the name of the Depository as the registered owner in respect of the said securities and shall also inform the Depository accordingly.
- (j) Notwithstanding anything contained in the Act, or these presents, to the contrary, where securities are held in a Depository, the record of the beneficial ownership may be served by such Depository on the Company by means of hard copies or through electronic mode or by delivery of floppies or discs.
- (k) Where the securities are dealt within a Depository, the Company shall intimate the details of allotment of relevant securities to the Depository on allotment of such securities.
- (l) The shares in the capital shall be numbered progressively according to their several denominations, provided however that the provisions relating to progressive numbering shall not apply to the shares of the Company which are in dematerialized form.

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- (m) Except as specifically provided in these presents, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in Depository so far as they apply to shares held in physical form subject to the provisions of the Depositories Act, 1996.
- (n) Every Depository shall furnish to the Company information about the transfer of securities in the name of the beneficial owner at such intervals and in such manner as may be specified by laws and the Company in that behalf.
- (o) If a beneficial owner seeks to opt out of a Depository in respect of any security, he shall inform the Depository accordingly.

The Depository shall on receipt of such information make appropriate entries in its records and shall inform the Company.

The Company shall within 30 (thirty) days of the receipt of intimation from a Depository and on fulfillment of such conditions and on payment of such fees as may be specified by the regulations, issue the certificate of securities to the beneficial owner or the transferee as the case may be.

- (p) Provisions of this Article will have full effect and force not withstanding anything to the

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contrary or inconsistent contained in any other Articles of these presents.

- (q) The provisions of these presents, relating to dematerialisation of shares shall *mutatis mutandis* apply to any other securities including debentures (except where the Act otherwise requires) of the Company.

*Joint Ownership of
Shares* 56

- (a) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
- (b) The company shall not be bound to register more than three persons as the joint holders of any share.
- (c) Notwithstanding anything contained in these presents, the Board may at its absolute discretion, refuse sub-division of share certificates or debenture certificates into denomination of less than marketable lots except where sub-division is required to be made to comply with a statutory provision or an order of a competent court of law or a request from a member to convert holding of odd lot into transferable/marketable lot.
- (d) If any share stands in the names of two or more persons, the person first named in the Register shall be considered to be the Member

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of the Company, w.r.t. receipt of dividends or bonus or service of notices and all or any other matter connected with the Company, except voting at meeting and the transfer of the shares, in which case the joint holders of share shall be severally as well as jointly liable.

- (e) The provisions of these presents, relating to joint ownership of shares shall *mutatis mutandis* apply to any other securities including debentures (except where the Act otherwise requires) of the Company.

<i>Director to Sign Share Certificates</i>	57	A Director may sign a share certificate electronically or by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography but not by means of rubber stamp, provided that the Director shall be responsible for the safe custody of such machine, equipment or other materials used for the purpose.
<i>Issue of New Certificate in Place of one Defaced, Lost or Destroyed</i>	58	(a) If any certificate is worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender of such certificate to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed, then upon proof thereof to the satisfaction of the Company and on execution and issuance of such indemnity in favour of the Company, as the Company may deem to be adequate, a new certificate in lieu thereof shall be given to the

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party entitled to such lost or destroyed certificate. Every certificate under the Article shall be issued on payment of such fees as prescribed under the act.

PROVIDED THAT no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

- (b) Notwithstanding what is stated above the Board shall comply with such rules or regulation or requirements of any stock exchange or the rules made under the Act or the rules made under Securities Contracts (Regulation) Act, 1956 or any other act or rules applicable in this behalf.
- (c) The provisions of the these presents relating to issue of new certificates in Place of one Defaced, Lost or Destroyed shall mutatis mutandis apply to any other securities including debentures (except where the Act otherwise requires) of the Company.
- (d) Except as required by law, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any

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fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

<i>Renewal of Share Certificate</i>	59	<p>(a) When a new share certificate has been issued in pursuance of the above Article, the reason for issuance of the same shall be explicitly stated on the face of such certificate and the word 'Duplicate' shall be stamped or punched in bold letters across the face of the share certificate.</p> <p>(b) Further, particulars of every such share certificate shall be entered in a separate Register maintained for purposes of maintaining records of Renewed and Duplicate Certificates indicating against it, the names of the persons to whom the certificate is issued, the number and the necessary changes indicated in the Register of Members by suitable cross references in the "remarks" column.</p> <p>(c) The provisions of these presents relating to renewal of share certificates shall <i>mutatis mutandis</i> apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.</p>
<i>Responsibilities to Maintain Records</i>	60	The Managing Director of the Company or if the Company has no Managing Director, every Director

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of the Company or such other officer of the Company specifically entrusted with the responsibility, shall be responsible for maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates.

F. LIEN

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| <i>Company's lien on shares</i> | 61 | <p>(a) The company shall have a first and paramount lien—</p> <ul style="list-style-type: none">(i) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and(ii) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company: |
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Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

- (b) The company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares.

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| <i>Sale of Shares on Which Lien Held</i> | 62 | <p>The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:</p> |
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Provided that no sale shall be made:

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

The provisions of these Articles relating to lien shall *mutatis mutandis* apply to any other securities including debentures of the Company.

*Process for Sale of
Shares on Which
Lien Held*

63

- (a) To give effect to any such sale, the Board may authorise any of its officers to transfer the shares sold to the purchaser thereof.
- (b) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (c) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- (d) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

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- (e) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

G. TRANSFER AND TRANSMISSION OF SHARES

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| <i>Process of Transfer</i> | 64 | (a) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee. |
| | | (b) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof. |
| <i>Register of Transfers</i> | 65 | Company shall keep and maintain a "Register of Transfers" and particulars of every transfer or transmission of any shares shall be fairly and distinctly entered therein. Nothing contained in these Articles shall apply to transfer of securities held in Dematerialized form/ Depository. |
| <i>Endorsement of Transfer</i> | 66 | In respect of any transfer of shares registered in accordance with the provisions of these presents, the Board may, at their discretion, direct an endorsement of the transfer and the name of the transferee and other particulars, on the existing share certificate and authorize any Director or Officer of the Company to authenticate such endorsement on behalf of the Company or direct the issue of a fresh share certificate, in lieu of and in cancellation |

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of the existing certificate in the name of the transferee.

*Instrument of
Transfer*

67 The instrument of transfer of any share shall be in writing and the provisions of Section 56 of the Act and of any statutory modification thereof for the time being, shall be duly complied with in respect of all transfer of shares and registration thereof.

The Company shall use a common form of transfer in all cases.

In case of transfer of shares, where the Company has not issued any certificates and where the shares are held in dematerialized form, the provisions of the Depositories Act, 1996 shall apply.

*Directors may
Refuse to Register
Transfer*

68 Subject to the provisions of Section 58 of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse whether in pursuance of any power of the Company under these presents or otherwise, to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of a Member in shares or debentures of the Company.

The Company shall within one month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company, send notice of refusal to the transferee and transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal. Provided that

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

<i>Closing Register of Transfers and of Members</i>	69	The Board shall be empowered, on giving not less than seven days notice by advertisement in a newspaper circulating in the district in which the Office of the Company is situated, to close the transfer books, Register, the register of debenture holders at such time or times, and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year as it may seem expedient.
<i>Transfer of Partly Paid Shares</i>	70	Where in the case of partly paid shares, an application for registration is to be made by the transferor, the Company shall give notice of the application to the transferee in accordance with the provisions of Section 56 of the Act.
<i>Transfers Not Permitted</i>	71	No share shall in any circumstances be transferred to any infant, insolvent or person of unsound mind, except fully paid shares through a legal guardian.
<i>Retention of Instruments of Transfer</i>	72	All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Board may decline to register shall be returned to the person depositing the same.
<i>Title to Shares of</i>	73	On the death of a member, the survivor or survivors

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*Deceased
Members*

where the member was a joint holder and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the company as having any title to his interest in the shares.

Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons. Provided that in any case where the Board in its absolute discretion, thinks fit, the Board may dispense with the production of probate or letter of administration or succession certificate, upon such terms as to indemnity or otherwise as the Board in its absolute discretion may think necessary and register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased member as a member.

*Transmission of
Shares*

74

Subject to the provisions of the Act and these Presents, any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any members, or by any lawful means other than by a transfer in accordance with these presents may, with the consent of the Board (which it shall not be under any obligation to give), upon producing such evidence as the Board thinks sufficient, that he sustains the character in respect of which he proposes to act under this Article or of his title, either by registering himself as the holder of the shares or elect to have some person nominated by him and approved by the Board, be registered as such holder, provided, nevertheless, if such person

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shall elect to have his nominee registered, he shall testify that election by executing in favour of his nominee an instrument of transfer in accordance with the provision herein contained and until he does so he shall not be freed from any liability in respect of the shares.

The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

*Rights on
Transmission*

75 A person entitled to a share by transmission shall, subject to the Directors' right to retain such dividends or money, be entitled to receive and may give discharge for any dividends or other moneys payable in respect of the share.

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Provided that the Board may at any time to give a notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within 90 days, the Board may thereafter withhold payment of all dividends, bonus or other moneys payable in respect of such share, until the requirements of notice have been complied with.

*Instrument of
Transfer to be
Stamped*

76 Every instrument of transfer shall be presented to the Company duly stamped for registration, accompanied by such evidence as the Board may require to prove the title of the transferor his right to transfer the shares and every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board.

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

*Share Certificates
to be Surrendered*

77 Before the registration of a transfer, the certificate or certificates of the share or shares to be transferred must be delivered to the Company along with (save as provided in Section 56) properly stamped and executed instrument of transfer.

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| <i>No Fee on Transfer
or Transmission</i> | 78 | No fee shall be charged for:
(a) registration of transfers, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document; and

(b) sub-division and/ or consolidation of shares and debentures and sub-division of letters of allotment and split, consolidation, renewal and genuine transfer receipts into denomination corresponding to the market unit of trading. |
| <i>Company Not
Liable to Notice of
Equitable Rights</i> | 79 | The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register) to the prejudice of persons having or claiming any equitable rights, title or interest in the said shares, notwithstanding that the Company may have had notice of such equitable rights referred thereto in any books of the Company and the Company shall not be bound by or required to regard or attend to or give effect to any notice which may be given to it of any equitable rights, title or interest or be under any liability whatsoever for refusing or neglecting to do so, though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit. |

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<i>Transfer and Transmission of Debentures</i>	80	The provisions of these Articles, shall, <i>mutatis mutandis</i> , apply to the transfer of or the transmission by law of the right to debentures of the Company.
<i>Nomination Facility</i>	81	<p>(a) Every holder of shares, or holder of debentures of the Company may at any time, nominate, in the prescribed manner a person to whom his shares in or debentures of the Company shall rest in the event of his death.</p> <p>(b) Where the shares in or debentures of the Company are held by more than one person jointly, the joint holders may together nominate in the prescribed manner, a person to whom all the rights in the shares or debentures of the Company shall rest in the event of death of all the joint holders.</p> <p>(c) Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise in respect of such shares in or debentures of the Company where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in or debentures of the Company, the nominee shall, on the death of the shareholder or debentures holder of the Company or as the case may be on the death of the joint holders become entitled to all the rights in the shares or debentures of the Company or as the case may be all the joint holders in relation to such shares in or</p>

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debenture of the Company to the exclusion of all the other persons, unless the nomination is varied or cancelled in the prescribed manner.

- (d) Where the nominee is a minor it shall be lawful for the holder of shares or debentures, to make the nomination and to appoint in the prescribed manner any person to become entitled to shares in or debentures of the Company in the event of his death in the event of minority of the nominee.
- (e) Any person who becomes a nominee by virtue of the provisions of Section 72 upon the production of such evidence as may be required by the Board and subject as hereinafter provided elect either
 - (i) To be registered himself as holder of the shares or debentures as the case may be, or
 - (ii) To make such transfer of the share or debenture as the case may be, as the deceased shareholder or debenture holder, as the case may be could have made.
- (f) If the person being a nominee, so becoming entitled, elects to be registered himself as a holder of the share or debenture as the case may be, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with a death certificate of the deceased shareholder or debenture holder as the case may be.

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- (g) All the limitations, restrictions and provisions of this Act, relating to the right to transfer and registration of transfer of shares or debentures shall be applicable to any such notice or transfer as aforesaid as if the death of the member had not occurred and the notice or transfer where a transfer is signed by that shareholder or debenture holder, as the case may be.
- (h) A person being a nominee, becoming entitled to a share or debenture by reason of the death of the holder shall be entitled to same dividends and other advantages to which he would be entitled if he were the registered holder of the share or debenture, except that he shall not, before being registered a member in respect of his share of debenture, be entitled in respect of it to exercise any right conferred by membership in relation to the meetings of the Company.

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share or debenture and if the notice is not complied with within 90 days, the Board may thereafter withhold payments of all dividends, bonus, or other monies payable in respect of the share or debenture, until the requirements of the notice have been complied with.

A Depository may in terms of Section 72 at any

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time, make a nomination and above provisions shall as far as may be, apply to such nomination.

<i>Applicability to the Debentures</i>	81a.	Provisions of these presents shall apply mutatis mutandis to Debentures to the extent applicable.
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H. GENERAL MEETINGS

<i>General Meetings</i>	82	(a) The Company shall, in addition to any other meetings hold a general meeting which shall be called as its Annual General Meeting, at the intervals and in accordance with the provisions of the Act.
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(b) The Board may, whenever it thinks fit, convene an Extraordinary General Meeting at such date, time and at such place as it deems fit, subject to such directions if any, given by the Board.

<i>Extraordinary Meetings on Requisition</i>	83	The Board shall on, the requisition of members convene an Extraordinary General Meeting of the Company in the circumstances and in the manner provided under Section 100 of the Act.
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<i>Notice for General Meetings</i>	84	Notice of every meeting shall be given to every member of the Company in any manner authorised by sub-sections (1) and (2) of Section 20 of the Act.
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All general meetings shall be convened by giving not less than clear twenty- one days notice i.e. excluding the day on which the notice is served or deemed to be served (i.e. on expiry of 48 hours after the letter containing the same is posted) and the date of the

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meeting, specifying the place and hour of the meeting and in case of any special business proposed to be transacted, the nature of that business shall be given in the manner mentioned in Section 102 of the Act.

Notice shall be given to all the shareholders and to such persons as are under the Act and/or these presents entitled to receive such notice from the Company but any accidental omission to give notice to or non-receipt of the notice by any member or other person to whom it should be given shall not invalidate the proceedings of any general meeting.

The members may participate in general meetings through such modes as permitted by applicable laws.

<i>Shorter Notice Admissible</i>	85	With the consent of not less than 95 percent of the members of the Company entitled to vote at such meeting, any general meeting may be convened by giving a shorter notice than twenty one days.
<i>Special and Ordinary Business</i>	86	(a) All business shall be deemed special that is transacted at an Extraordinary General Meeting and also that is transacted at an Annual General Meeting with the exception of (i) consideration of the financial statements and the reports of the Directors and Auditors, (ii) declaration of dividend, (iii) the appointment of Directors in place of those retiring; and (iv) the appointment of and the fixing up of the remuneration of the auditors.

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- (b) In case of special business as aforesaid, an explanatory statement as required under Section 102 of the Act shall be annexed to the notice of the meeting.

<i>Quorum at General Meetings</i>	87	No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
<i>Chairman of General Meeting</i>	88	The Chairman, if any, of the Board of Directors shall preside as Chairman at every general meeting of the Company.
<i>Election of Chairman</i>	89	<p>If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of the directors to be Chairperson of the meeting.</p> <p>If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of them to be Chairperson of the meeting.</p> <p>An individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company.</p>

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<i>Adjournment of Meeting</i>	90	<p>(a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon a requisition of members under Section 100 of the Act shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place, unless the same shall be a public holiday when the meeting shall stand adjourned to the next day not being a public holiday at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at such adjourned meeting a quorum be not present within half an hour from the time appointed for the meeting, those members who are present, and not being less than two persons, shall be a quorum and may transact the business for which the meeting was called.</p> <p>(b) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.</p> <p>(c) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.</p> <p>(d) Save as aforesaid, and as provided in section</p>
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103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting at Meeting 91 At any general meeting, a resolution put to the vote at the meeting shall, unless a poll is demanded under section 109 or the voting is carried out electronically, be decided on a show of hands.

A declaration by the Chairman of the meeting of the passing of a resolution or otherwise by show of hands under sub-section (1) and an entry to that effect in the books containing the minutes of the meeting of the company shall be conclusive evidence of the fact of passing of such resolution or otherwise.

Voting Rights of Members 92 (a) On a show of hands every member holding equity shares and present in person shall have one vote.

(b) On a poll, every member holding equity shares therein shall have voting rights in proportion to his share of the paid up equity share capital.

(c) On a poll, a member having more than one vote, or his proxy or other persons entitled to vote for him need not use all his votes in the same way.

(d) A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.

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<i>Voting by Joint-holders</i>	93	In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
<i>Voting by Member of Unsound Mind</i>	94	A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or legal guardian may, on a poll vote by proxy.
<i>Business Pending Poll</i>	95	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
<i>Decision by Poll</i>	96	If a poll is duly demanded in accordance with the provisions of the Act, it shall be taken in such manner as the Chairman directs and the results of the poll shall be deemed to be the decision of the meeting on the resolution in respect of which the poll was demanded.
<i>Poll to be Immediate</i>	97	A poll demanded on the election of Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time not later than forty eight hours from the time of demand as the Chairman of the meeting directs.
<i>No Right to Vote</i>	98	No Member shall be entitled to vote at any general

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<i>Unless Calls are Paid</i>		meeting unless all calls or other sums presently payable by him have been paid, or in regard to which the Company has lien and has exercised any right of lien.
<i>Casting Vote of Chairman</i>	99	In case of equal votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or a casting vote in addition to the vote or votes to which he may be entitled to as a member.
<i>Passing Resolutions by Postal Ballot</i>	100	<p>(a) Notwithstanding any of the provisions of these Articles, the Company may, and in the case of resolutions relating to such business as notified under the Sub Rule 16 of Rule 22 of the Companies (Management and Administration) Rules, 2014 or other applicable law to be passed by postal ballot, shall get any resolution passed by means of a postal ballot, instead of transacting the business in the general meeting of the Company.</p> <p>(b) Where the Company decides to pass any resolution by resorting to postal ballot, it shall follow the procedures as prescribed under Section 110 of the Act read with the Companies (Management and Administration) Rules, 2014, as amended from time.</p>

I. PROXIES AND REPRESENTATIVES OF BODIES CORPORATE

<i>Proxy</i>	101	On a poll, votes may be given either personally or by proxy.
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<i>Instrument of Proxy</i>	102	The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
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An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

<i>Validity of Proxy</i>	103	A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death of or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the shares in respect of revocation or transfer shall have been received by the Company at its Office before the commencement of the meeting or adjourned meeting at which the proxy is used.
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Authorised Representative of Bodies Corporate	104	A body corporate (whether a Company within the meaning of the Act or not) may, if it is a member of the Company, by resolution of its Board of Directors or other Governing Body, authorise such person as it thinks fit, to act as its representative at any meeting of the Company or at any meeting of any class of members of the Company. If such body corporate be a creditor (including a holder of debentures) of the
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Company, it may by resolution of the Board of Directors or other Governing Body, authorise such person as it thinks fit, to act as its representative at any meeting of any creditor of the Company held in pursuance of the Act or any rules made thereunder, or in pursuance of the provisions contained in any debenture or trust deed, as the case may be.

A person authorised by a resolution as aforesaid, shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as that body could exercise if it were a member, creditor or holder of debentures of the Company. He shall be counted for the purpose of ascertaining whether a quorum of members is present.

The production at the meeting of a copy of such resolution duly signed by one Director of such body corporate the Company or by the Managing Director/Manager or other duly authorised officer thereof and certified by him or them as being a true copy of the resolution may, on production at the meeting, be accepted by the Company as sufficient evidence of the validity of his appointment.

J. BOARD OF DIRECTORS

<i>Number of Directors</i>	105	Subject to the provisions of the Act, the number of directors shall not be less than three and not more than fifteen.
<i>First Directors</i>	106	The first Directors of the Company were: a. Mr. Ashish Dikshit

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- b. Mr. Jagdish Bajaj
- c. Mr. Anil Kumar Malik

<i>Share Qualification Not Necessary</i>	107	Any person, whether a member of the Company or not, may be appointed as a Director and no qualification by way of holding shares shall be required of any Director.
<i>Director's Power to Fill-up Casual Vacancy</i>	108	Subject to the provisions of the Act and these Presents, the Board shall have a power to appoint any person as a Director, to fill a casual vacancy at any time & from time to time and any Director so appointed to fill a casual vacancy shall hold office only upto the date till which the Director in whose place he is appointed would have held office, if it had not been vacated.
<i>Nominee Directors</i>	109	<ul style="list-style-type: none">(a) The Company shall, subject to the provisions of the Act, be entitled to agree with any person, firm, body corporate, corporation that he or it shall have the right to appoint /remove his or its nominee on the Board of the Company upon such terms and conditions as the Company may deem fit. Such nominee and their successors in office appointed under this Article shall be called Nominee Directors of the Company.(b) The Nominee Directors as appointed above shall be entitled to hold office until required to retire by rotation or requested to retire by the person, firm, body corporate, corporation who may have appointed him/them. If required to retire by rotation, the Nominee Directors will be entitled to stand for re-election. As and

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whenever a Nominee Director vacates office whether upon request as aforesaid or by death, resignation or otherwise the person, firm, body corporate, corporation who appointed such Nominee Director may appoint any other Director in his place. The Nominee

Director may at any time by notice in writing to the Company resign his office. Subject as aforesaid, a Nominee Director shall be entitled to the same, rights and privileges and be subject to the same obligation as any other director of the Company.

(c) To appoint a nominee director on the Board of the Company at the earliest and not later than one month from the date of receipt of nomination from the debenture trustee(s) in the event of:

- (i) two consecutive defaults in payment of interest to the debenture holders; or
- (ii) default in creation of security for debentures or
- (iii) default in redemption of debentures.

*Additional
Directors*

- 110 (a) The Board of Directors shall have a power to appoint one or more persons as Additional Directors at any time & from time to time provided that the number of Directors and Additional Directors together shall not exceed the maximum number fixed.
- (b) An additional Director so appointed shall hold office up to the date of the next Annual General Meeting of the Company and shall be

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eligible for appointment by the Company as a Director at that Meeting subject to provisions of the Act.

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| <i>Alternate Directors</i> | 111 | <p>(a) The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.</p> <p>(b) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.</p> <p>(c) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.</p> |
| <i>Remuneration of Directors</i> | 112 | <p>(a) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.</p> <p>(b) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by the members of the Company.</p> <p>(c) In addition to the remuneration payable to</p> |

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them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—

- (i) in attending and returning from meetings of the Board or any committee thereof or general meetings of the company; or
 - (ii) in connection with the business of the company.
- (d) The fees payable to a Director for attending a Meeting of the Board or Committee thereof or a General Meeting shall be decided by the Board from time to time, within the maximum limits of such fees that may be prescribed by the Act or the Central Government or if not so prescribed, in such manner as the Board may decide from time to time in conformity with the provisions of law.
- (e) The Directors shall be paid such further remuneration (if any) either on the basis of percentage on the net profit of the Company or otherwise as the Company in General Meeting may from time to time determine and such further remuneration shall be divided amongst the directors in such proportion and manner as the Board may from time to time determine.

*Remuneration for
Extra Services* 113

If any Director, being willing, shall be called upon to perform extra services or to make any special exertions (which expression shall include work done by Director as a member of any Committee formed by the Directors) in going or residing away from the town in which the Office of the Company may be

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situated for any purposes of the Company or in giving any special attention to the business of the Company or as member of the Board, then subject to the provisions of the Act the Board may remunerate the Director so doing either by a fixed sum, or by a percentage of profits or otherwise and such remuneration, may be either in addition to or in substitution for any other remuneration to which he may be entitled.

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| <i>Continuing
Director May Act</i> | 114 | The continuing Directors may act notwithstanding any vacancy in the Board but if the number is reduced below three, the continuing Directors or Director may act for the purpose of increasing the number of Directors to three or for summoning a general meeting of the Company but for no other purpose. |
| <i>Vacation of Office
of Director</i> | 115 | The Office of a Director shall be deemed to have been vacated under the circumstances enumerated under Section 167 of the Act. |
| <i>Equal Power to
Director</i> | 116 | Except as otherwise provided in these Articles all the Directors of the Company shall have in all matters equal rights and privileges and be subject to equal obligations and duties in respect of the affairs of the Company. |

K. ROTATION AND RETIREMENT OF DIRECTOR

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| <i>One-Third of
Directors to Retire
Every Year</i> | 117 | (a) Subject to the provisions of the Act, the Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of |
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directors by rotation.

- (b) A retiring Director shall be eligible for re-appointment and the Company, at the Annual General Meeting at which a Director retires in the manner aforesaid, may fill up the vacated office by electing a person thereto.

<i>Which Director to Retire</i>	118	The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lots.
<i>Retiring Director to Remain in Office Till Successors Appointed</i>	119	Subject to the provisions of the Act, if at any meeting at which an election of Directors ought to take place, the place of the vacating Director(s) is not filled up and the meeting has not expressly resolved not to fill up the vacancy and not to appoint the retiring director, the meeting shall stand adjourned till the same day in the next week at the same time and place or if that day is a public holiday till the next succeeding day which is not a public holiday at the same time and place, and if at the adjourned meeting the place of the retiring Director(s) is not filled up and the meeting has also not expressly resolved not to fill up the vacancy, then the retiring Director(s) or such of them as have not had their places filled up shall be deemed to have been reappointed at the adjourned Meeting.
<i>Directors Not Liable for</i>	120	Subject to the provisions of the Act, the Company in general meeting may, when appointing a person as a

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<i>Retirement</i>		<p>Director declare that his continued presence on the Board of Directors is of advantage to the Company and that his office as Director shall not be liable to be determined by retirement by rotation for such period until the happening of any event of contingency set out in the said resolution.</p> <p>Independent Directors of the Company appointed in terms of the provisions of the Act shall not be subject to retirement by rotation.</p>
<i>Increase or Reduction in the Number of Directors</i>	121	Subject to the provisions of Section 149, 150 and 152 of the Act, the Company may by an Ordinary Resolution passed by the members of the Company, increase or reduce the number of its Directors.
<i>Power to Remove Director by Ordinary Resolution</i>	122	Subject to the provisions of the Act, the Company may by an Ordinary Resolution passed by the members of the Company, remove any Director before the expiration of his period of office and may appoint another person instead.
<i>Right of Persons Other Than Retiring Directors to Stand for Directorship</i>	123	A person not being a retiring Director shall, in accordance with Section 160 of the Act, be eligible for appointment to the office of a Director at any general meeting if he or some other member intending to propose him as a Director not less than 14 days before the meeting has served on the Company, a notice signifying his candidature for the office of the Director or the intention of such member to propose him as a candidate for that office as the case may be, along with the prescribed deposit amount under the Act, which shall be refunded to such person or as the case may be, to

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such member if the person succeeds in getting elected as a Director.

*Directors may
Contract with the
Company*

- 124 (a) Subject to the provisions of Section 185, 188, 184 and 190 and other applicable provisions, if any, of the Act read with Rules made thereunder, the Directors shall not be disqualified by reason of his or their office as such from contracting with the Company either as vendor, purchaser, lender, agent, broker, lessor or otherwise nor shall any such contract, or arrangement entered into by or on behalf of the Company with such Director or with any company, body corporate or partnership in which he shall be a member or otherwise interested be avoided nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realized by such contract or arrangement by reason only of such Director holding that office or of fiduciary relation thereby established. However, such Directors shall disclose the nature of such interest at the meeting of Directors at which the contract or arrangement is determined if the interest then exists or in any other case at the first meeting of the Directors after the acquisition of the interest.
- (b) A general notice such as is referred to in Section 184 of the Act shall be sufficient disclosure under this Article as provided in that Section.

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<i>Director for Companies Promoted by the Company</i>	125	Directors of the Company may be or become a Director of any company promoted by the Company or in which it may be interested as vendor, shareholder or otherwise and no such Director shall be accountable for any benefits received as a Director or member of such Company subject to compliance with applicable provisions of the Act.
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L. PROCEEDING OF BOARD OF DIRECTORS

<i>Meetings of the Board</i>	126	<p>(a) The Board shall meet at least once in every three months for such business and proceedings as it thinks fit in accordance with the provisions of the Act, provided that at least four such meetings shall be held in every year.</p> <p>(b) The Chairman of the meeting may, at any time and the Company Secretary or such other Officer of the Company as may be authorised in this behalf on the requisition of Director shall at any time summon a meeting of the Board, notice of which shall be given to every Director.</p> <p>(c) The Directors may participate in Board Meetings through such modes as permitted by applicable laws.</p>
<i>Quorum</i>	127	Quorum for a meeting of the Board shall be one-third of its total strength or two directors, whichever is higher and the participation of the directors by video

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conferencing or by other audio visual means shall also be counted for the purposes of quorum.

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| <i>Chairperson of Board</i> | 128 | <p>(a) The Board may at each of its meeting, elect a Chairperson to preside at the meeting and to exercise the powers and perform the duties ordinarily vested in a Chairperson of a meeting.</p> <p>(b) Alternatively, the Board may elect any director as its permanent Chairperson and a Vice-Chairperson to preside at its meetings and to exercise the powers and perform the duties ordinarily vested in a Chairman.</p> <p>(c) If at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the Vice-Chairperson shall take the chair and exercise the power and perform the duties vested in a Chairman. If such Vice- Chairperson is also not present at the meeting, the directors present may choose one of the Directors present to be the Chairperson of the meeting.</p> |
| <i>Questions How Decided</i> | 129 | <p>(a) Save as otherwise expressly provided in the Act, a meeting of the Board, for the time being at which a quorum is present, shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Directors generally and all questions arising at any meeting of the Board shall be decided by a majority of Votes.</p> |

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		(b)	In case of an equality of votes, the Chairman shall have a casting vote in addition to his vote as Director.
<i>Delegation of Powers</i>	130	(a)	The Board may, subject to the provisions of the Act, delegate any of its powers to any committee(s) of the Board, consisting of such members as it thinks fit.
		(b)	Any committee so formed shall, in the exercise of the power so delegated conform to the regulations that may be imposed on it by the Board.
<i>Election of Chairman of Committee</i>	131	(a)	A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.
		(b)	The quorum of a committee may be fixed by the Board of Directors and applicable provisions of these presents shall <i>mutatis mutandis</i> apply to the meetings of such committee(s).
<i>Validity of Acts Done by Board or a Committee</i>	132		All acts done by any meeting of the Board, of a committee thereof, or by any person acting as a Director shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid or that they or any of them were disqualified be as valid as if even such Director or such person has been duly appointed and was qualified to be a Director.

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<i>Resolution by Circulation</i>	133	The Board may pass a circular resolution in writing in accordance with the provisions of Section 175 of the Act.
<i>Powers of Board</i>	134	Subject to the provisions of the Act and these Articles the Board of Directors of the Company shall be entitled to exercise all such powers, and to do all such acts and things as the Company is authorised to exercise provided that the Board shall not exercise any power or do any act or thing which is directed or required whether by the Act or by the memorandum or these Articles or otherwise to be exercised or done by the Company in General Meeting. Provided further that in exercising any such power or doing any such act or thing the Board shall be subject to the provisions contained in that behalf in the Act or in the memorandum or in these Articles or in any regulations not inconsistent therewith and duly made thereunder including regulations made by the Company in general meeting. No regulation made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that Regulation had not been made.
<i>Pre-incorporation Expenses</i>	135	The Board may pay all expenses incurred in getting up and registering the Company.
<i>Maintenance of Foreign Register</i>	136	The Company may exercise the powers conferred on it by section 88 of the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

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- Borrowing Powers* 137 (a) The Board of Directors may from time to time but with such consent of the Company in general meeting as may be required under the Act raise any moneys or sums of money for the purpose of the Company provided that the moneys to be borrowed by the Company apart from temporary loans obtained from the Company's bankers in the ordinary course of business shall not, without the sanction of the Company at a general meeting, exceed the aggregate of the paid up capital of the Company and its free reserves, that is to say, reserves not set apart for any specified purpose and in particular, but subject to the provisions of Section 179 and 180 and other applicable provisions of the Act, the Board may from time to time at their discretion raise or borrow or secure the payment of any such sum of money for the purpose of the Company, by the issue of debentures, perpetual or otherwise, including debentures convertible into shares of this or any other Company or perpetual annuities and may secure any such money so borrowed, raised or received, mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company present or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other powers as may be expedient and to purchase, redeem or pay off any such securities.

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Provided that every resolution passed by the Company in general meeting in relation to the exercise of the power to borrow as stated shall specify the total amount up to which moneys may be borrowed by the Board of Directors.

- (b) The Directors may by resolution at a meeting of the Board delegate the above power to borrow money otherwise than on debentures to a committee of Directors or Managing Director or to any other person permitted by applicable law, if any, within the limits prescribed.
- (c) Subject to provisions of the above sub-clause and applicable laws, the Directors may, from time to time, at their discretion, raise or borrow or secure the repayment of any sum or sums of money for the purposes of the Company, at such time and in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by promissory notes or by receiving deposits and advances with or without security or by the issue of bonds, perpetual or redeemable debentures (both present and future) including its uncalled capital for the time being or by mortgaging or charging or pledging any lands, buildings, goods or other property and securities of the Company, or by such other means as they may seem expedient.
- (d) To the extent permitted under the applicable

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law and subject to compliance with the requirements thereof, the Directors shall be empowered to grant loans to such entities at such terms as they may deem to be appropriate and the same shall be in the interests of the Company.

<i>Assignment of Debentures</i>	138	Debentures may be assignable free from any equities between the Company and the person to whom the same may be issued.
<i>Term of Issue of Debentures</i>	139	Subject to applicable law, any debentures, debenture stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawings, allotment of shares, attending (but not voting) at the general meeting, appointment of Directors and otherwise. Debentures with a right of conversion into or allotment of shares shall be issued only with the consent of the Company in a general meeting by a Special Resolution.
<i>Register of Charges</i>	140	The Directors shall cause a proper register to be kept, in accordance with the Act, of all mortgages and charges affecting the property of the Company and shall duly comply with the requirements of the Act in regard to the registration of mortgages and charges therein specified.
<i>Charge of Uncalled Capital</i>	141	Where any uncalled capital of the Company is charged as security or other security is created on such uncalled capital, the Directors may be

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authorized to, subject to the provisions of the Act and these Articles, make calls on the members in respect of such uncalled capital in trust for the person in whose favour such charge is executed.

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| <i>Subsequent
Assigns of Uncalled
Capital</i> | 142 | Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charges and shall not be entitled to obtain priority over such prior charge. |
| <i>Charge in Favour
of Director for
Indemnity</i> | 143 | Subject to applicable law, if the Director or any person, shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security over or affecting the whole or part of the assets of the Company by way of indemnity to secure the Directors or other persons so becoming liable as aforesaid from any loss in respect of such liability. |
| <i>Powers to be
Exercised by Board
only by Meeting</i> | 144 | <p>(a) The Board of Directors shall exercise powers as mentioned in Section 179 of the Act read with the Rules made thereunder on behalf of the Company and the said powers shall be exercised only by resolution passed at the meeting of the Board.</p> <p>(b) The Board of Directors may by a resolution passed at a meeting delegate to any committee of Directors or the Managing Director or to any person permitted by applicable law the powers specified below:</p> |

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- (i) to borrow monies
- (ii) to invest the funds of the company;
to grant loans or give guarantee or provide
security in respect of loans;

(c) Every resolution delegating the power set out in sub clause (b) (i) above shall specify the total amount up to which moneys may be borrowed by the said delegate.

(d) Every resolution delegating the power referred to in sub-clause (b) (ii) above shall specify the total amount, up to which the fund may be invested and the nature of the investments which may be made by the delegate.

(e) Every resolution delegating the power referred to in sub-clause (b) (iii) above shall specify the total amount up to which the loans may be made by the delegate, the purposes for which the loans may be made and the maximum amount of loans which may be made for each such purpose in individual cases.

<i>Making Liability of Directors Unlimited</i>	145	The Company may, by Special Resolution in a general meeting, alter its memorandum of association so as to render unlimited the liability of its Directors or of any Director or manager in accordance with the provisions of the Act.
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M. MANAGING DIRECTOR(S) AND/OR WHOLE-TIME DIRECTOR(S)

<i>Managing Directors/ Whole-</i>	146	(a) Subject to the provisions of the Act, the Board may from time to time and with such sanction
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**ARTICLES OF ASSOCIATION
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time Directors

of the Central Government required by the Act, appoint one or more of the Directors to the office of the Managing Director (which expression shall include Joint Managing Director/s) and/ or Whole-time Directors for such term and subject to such remuneration, terms and conditions as it may think fit.

- (b) The Board may from time to time resolve that there shall be either one or more Managing Directors and/ or Whole-time Directors.
- (c) In the event of any vacancy arising in the office of a Managing Director and/or Whole-time Director, the vacancy shall be filled by the Board, subject to the approval of the members.
- (d) If a Managing Director and/or Whole-time Director ceases to hold office as Director, he shall ipso facto and immediately cease to be Managing Director/ Whole Time Director.

*Terms of
Appointment of
Managing Director*

- 147
- (a) Subject to the provisions of Section 152 of the Act and other applicable laws, the Managing Director and/or Whole-time Director shall not be liable to retirement by rotation as long as he holds office as Managing Director or Whole-time Director and he shall be subject to the same provisions as to qualifications, resignation and removal as the other Directors of the Company.
 - (b) The remuneration of the Managing Director or Whole-time Director shall from time to time be

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fixed in accordance with the provisions of the Act and may be by way of a fixed salary or commission or participation in profits or by any or all of these modes or in any other form and may be in addition to the remuneration for attendance at Board Meetings as may be provided under the other provisions of these presents and may provide for minimum remuneration in case of loss, inadequacy or absence of profits.

- | | | | |
|--|-----|-----|--|
| <i>Powers and Duties of Managing Director or Whole-time Director</i> | 148 | (a) | The Managing Director or Whole-time Director shall, subject to the supervision, control and direction of the Board and subject to the provisions of the Act, exercise all powers exercisable by the Directors, save and except such powers to be exercised by the Board or by Company in General Meeting as per the provisions of the Act or by these Articles, shall be and Board may, confer upon and entrust the Managing Director or Whole-time Director with such powers as may be thought expedient by the Board, for such objects and purposes and upon such terms and conditions and with such restrictions. Such powers may from time to time be revoked, withdrawn, altered or varied partially or fully by the Board. |
| | | (b) | The Board of Directors may, whenever there are more than one Managing Director, decide whether they should act jointly or severally, and may if they think fit, delegate powers separately to one or more Managing Directors. |

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Reimbursement of Expenses 149 The Managing Directors/ whole time Directors shall be entitled to charge and be paid for all actual expenses, if any, which they may incur for or in connection with the business of the Company. They shall be entitled to appoint part-time employees in connection with the management of the affairs of the Company and shall be entitled to be paid by the Company any remuneration that they may pay to such part time employees.

N. Manager, CEO, Company Secretary and CFO

Manager 150 (a) Subject to the applicable provisions of the Act, the Board may from time to time, after obtaining such sanctions and approvals as may be necessary, appoint an individual to be a Manager of the Company for a period not exceeding five years at a time and upon such terms and conditions as they may deem fit and may from time to time (subject to the provisions of any contract between him and the Company) remove or dismiss him from office, and appoint another in his place. A Director may be appointed as the Manager of the Company.

(b) The remuneration of the Manager, shall from time to time be fixed in accordance with the provisions of the Act and may be by way of fixed salary or commission or participation in profits or by any or all of these modes or partly in one way and partly in another.

(c) A Manager so appointed shall exercise the

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powers and authorities conferred upon him by an agreement entered into between him and the Company and/or by a resolution of the Board or General Meeting, and shall be subject to the obligations and restrictions imposed in that behalf by the Act.

*Chief Executive
Officer, Company
Secretary and
Chief Financial
Officer*

- 151 (a) Subject to the applicable provisions of the Act, a Chief Executive Officer, Company Secretary and Chief Financial Officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Chief Executive Officer, Company Secretary and Chief Financial Officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.
- (b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
- (c) A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, Chief Executive Officer, Company Secretary or Chief Financial Officer.

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O. COMMON SEAL

<i>Custody of Common Seal</i>	152	Board shall provide for the safe custody of the Common Seal for the Company and they shall have power from time to time to destroy the same and substitute a new seal in lieu thereof; and the Common Seal shall be kept at the Office of the Company and committed to the custody of the Managing Director or the Secretary if there is one.
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<i>Procedure for affixing of the Seal</i>	153	(a) The seal shall not be affixed to any instrument except by authority of a resolution of the Board or a committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in his presence.
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Save as otherwise expressly provided by the Act, a document or proceeding requiring authentication by the Company may be signed by a Director or the Secretary or any other Officer authorised in that behalf by the Board and need not be under its Seal.

P. DIVIDEND

<i>Manner of</i>	154	The Company may declare dividends in general
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<i>declaration of Dividends</i>		meeting, but no dividend shall exceed the amount recommended by the Board however the Company in general meeting may declare a lesser dividend.
<i>Interim Dividends</i>	155	Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.
<i>Setting Aside of Reserves and carry forward of profits</i>	156	<p>(a) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.</p> <p>(b) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.</p>
<i>Dividend to be Paid in Proportion to Amount Paid-up</i>	157	(a) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any

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of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

- (b) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
- (c) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom and Retention of dividends

- | | |
|-----|--|
| 158 | <ul style="list-style-type: none"> (a) The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company. (b) The Board may retain the dividend payable upon shares in respect of which any person is entitled to become a member or which any person under that Article is entitled to transfer until such person shall become a member in respect thereof or shall duly transfer the same. |
|-----|--|

Remittance of Dividends

- | | |
|-----|---|
| 159 | <ul style="list-style-type: none"> (a) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent |
|-----|---|

**ARTICLES OF ASSOCIATION
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through the post directed to the registered address of the holder or in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct.

- (b) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- (c) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company shall not be liable or responsible for any cheque or warrant lost in transmission or for any dividend lost to the member or person entitled thereto, by the forged endorsement of any cheque or warrant or the fraudulent recovery thereof by any other means. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.
- (d) A transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer and subject to the provisions of these presents, no dividend shall be payable to any person whose name does not appear on the register of members except with the authority, special or general, of the Board.

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<i>Receipt of one holder sufficient</i>	160	Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
<i>Notice of Dividend</i>	161	Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
<i>No interest on Dividends</i>	162	No dividend shall bear interest against the Company.
<i>Waiver of Dividends</i>	163	The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

Q. INSPECTION AND COPIES

<i>Inspection of Registers</i>	164	The Company shall maintain all Registers, Books and Documents as required to be maintained by the Company under the Act from time to time. The said Registers, Books and Documents shall be kept open for inspection by such persons as may be entitled thereto respectively, under the Act during business days during 2.00 p.m to 4.00 p.m or as otherwise may be determined by the Company in General Meeting. A company may on payment of fee not exceeding Re. 5 per page or such other reasonable fee as may be prescribed by the Board provide a copy of each of the above documents.
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**ARTICLES OF ASSOCIATION
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|--------------------------------|-----|--|
| <i>Copies of Documents</i> | 165 | <p>A company shall on payment of fee not exceeding Re. 5 per page or such other reasonable fee as may be prescribed by the Board in compliance with Section 17 of the Act, send a copy of each of the following documents to a member within seven days of the request being made by him-</p> <ul style="list-style-type: none">(a) the Memorandum of Association of the Company;(b) these Articles;(c) every agreement and every resolution referred to in sub-section (1) of section 117, if and so far as they have not been embodied in the memorandum and these Articles. |
| <i>Inspection of Registers</i> | 166 | <p>The register of charges and the instrument of charges kept by the company shall be open for inspection-</p> <ul style="list-style-type: none">(a) by any member or creditor of the company without fees;(b) by any other person on payment of fees not exceeding Rs. fifty for each inspection on a day. |

R. ACCOUNTS & ANNUAL RETURN

- | | | |
|------------------------------------|-----|--|
| <i>Books of Account to be Kept</i> | 167 | <ul style="list-style-type: none">(a) The Board shall cause the accounts to be kept of<ul style="list-style-type: none">- all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditures take place on accrual basis and according to the double entry system of accounting;- all sales and purchases of goods by the Company; and- the assets, credits and liabilities of the Company. |
|------------------------------------|-----|--|

**ARTICLES OF ASSOCIATION
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- (b) If the Company has a Branch Office, whether in or outside India, proper books of account relating to the transactions effected at the office shall be kept at that office and proper summarized returns made upto date at such intervals as may be deemed fit by the Board, shall be sent by Branch Office to the Company at its Office or to such other place in India, where the main books of the Company are kept.
- (c) All the aforesaid books shall give a fair and true view of the affairs of the Company or of its Branch Office, as the case may be with respect to the matters aforesaid, and explain its transactions.

*Where Books of
Accounts to be
Kept*

- 168 The books of accounts shall be kept at the Registered Office or at such other place in India as the Board deems fit.

*Inspection by
Members*

- 169 (a) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules..
- (b) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

**ARTICLES OF ASSOCIATION
OF
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<i>Annual Return</i>	170	The Company shall make the requisite annual returns in accordance with Section 92 of the Act.
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S. AUTHENTICATION OF DOCUMENTS

<i>Authentication of Documents and Proceedings</i>	171	Save as otherwise expressly provided in the Act or these presents, a document or proceeding requiring authentication by the Company may be signed by any Director (including the Managing Director), Key Managerial Personnel, Manager or an authorized Officer of the Company and need not bear its seal and shall be so authenticated in the manner provided in Rule 8 of Companies (Registration Offices and Fees) Rules, 2014.
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<i>Execution of negotiable instruments</i>	172	All cheques, promissory notes, drafts, <i>hundis</i> , bills of exchange and other negotiable instruments and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
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T. AMALGAMATION

<i>Amalgamation</i>	173	The Company, subject to the provisions of the Act and Rules made thereunder and also subject to the provisions of these presents, may amalgamate or cause itself to be amalgamated with any other person, firm or body corporate.
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U. WINDING UP

<i>Winding up of the</i>	174	Subject to the provisions of the Act and rules made
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**ARTICLES OF ASSOCIATION
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Company

thereunder—

- (a) If the company shall be wound up, the liquidator may, with the approval of the members, obtained by way of a special resolution and with any other approval required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.
- (b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

V. INDEMNITY AND INSURANCE

*Director's and
Officers' Right to
Indemnity*

- 175 (a) Subject to the provisions of the Act, every Director (including the Managing Director), Key Managerial Personnel, Manager and other Officer or employee of the Company, shall be indemnified by the Company against any liability incurred by them on behalf of the Company and it shall be the duty of Directors,

**ARTICLES OF ASSOCIATION
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to pay, out of the funds of the Company, all costs and losses and expenses (including traveling expenses) which any Director (including the Managing Director), Key Managerial Personnel, Manager and other Officer or employee of the Company may incur or become liable to, by reason of any contract entered into or act or deed done by him in his capacity as such Director (including the Managing Director), Key Managerial Personnel, Manager, Secretary and other Officer or employee of the Company, in any way in the discharge of his duties in such capacity.

- (b) Subject as aforesaid every Director, Managing Director, Manager, Company Secretary or other Officer or employee of the Company shall be indemnified against any liability incurred by them or in defending any proceeding, whether civil or criminal in which judgment is given in their or his favour or in which he is acquitted or discharged or in connection with any application under Section 463 of the Act in which relief is given to him by the Court.

Insurance

- 176 The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel, for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable under the law but would have acted honestly and reasonably, in fact.

**ARTICLES OF ASSOCIATION
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- Directors and other Officers not responsible for acts of others*
- 177 Subject to applicable law, no Director or other Officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer, or for joining in any receipt or other act or conformity, or for any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the monies of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, Company or corporation with whom any money securities or effects shall be entrusted or deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss or damage or misfortune whatever shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through wilful misconduct or neglect or dishonesty.

W. SECRECY CLAUSE

- Secrecy*
- 178 Save as provided in these presents and the Act, no member or other person (not being a Director) shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties of the Company without the specific permission of Company/ the Board in that regard or to require discovery of or any information respecting any detail of the Company's trading or any mailer which is or may be in the nature of a trade secret, mystery of trade or secret process or of any matter

**ARTICLES OF ASSOCIATION
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whatsoever which may relate to the conduct of the business of the Company and sharing of which in the opinion of the Board will be inexpedient in the interest of the Company.

X. GENERAL POWER

General Power 179 Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

	Subscriber Details				
S. No.	Name, Address, Description and Occupation	DIN/PAN/ Passport Number	Place	DSC	Date

**ARTICLES OF ASSOCIATION
OF
ADITYA BIRLA LIFESTYLE BRANDS LIMITED**

1	<p>ADITYA BIRLA FASHION AND RETAIL LIMITED</p> <p>Address: Piramal Agastya Corporate Park, Building A, 4th and 5th Floor, Unit No. 401, 403, 501, 502, L.B.S Road, Kurla Mumbai - 400 070</p> <p>Authorised Representative Name: Anil Malik S/o: Late Kishan Kumar Malik Address: A 4307, Altamonte, Omkar, Western Express Highway Malad (E) – 400097 Occupation: Service</p>	00170411	Mumbai	Sd/-	08/04/2024
2	<p>Mr. Ashish Dikshit</p> <p>Nominee of Aditya Birla Fashion and Retail Limited</p> <p>s/o: Amarnath Dikshit Address: E405, Raheja Residency, 8th C Main Road, Koramangala, 3rd Block, Bangalore 560034</p> <p>Occupation: Service</p>	01842066	Mumbai	Sd/-	08/04/2024
3	<p>Name: Ms. Sonia Bhandari Nominee of Aditya Birla Fashion and Retail Limited D/o: Mr. Shiv Kumar Gupta</p> <p>Address: J-402, Prateek Laurel, Plot Gh 001, Sector 120, Noida, Gautam Budh Nagar Noida Uttar Pradesh 201301 India</p> <p>Occupation: Service</p>	02948682	Mumbai	Sd/-	08/04/2024
4	<p>Name: Mr. Manoj Binod Fitkariwala</p> <p>Nominee of Aditya Birla Fashion</p>	AAAPF7867J	Mumbai	Sd/-	08/04/2024

**ARTICLES OF ASSOCIATION
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	and Retail Limited S/o: Mr. Binod Fitkariwala Address: Flat No. 2003, Tower A, Enigma by Oberoi Realty, LBS Road, just before Johnson and Johnson, Mulund West Mumbai Maharashtra 400080 India Occupation: Service				
5	Name: Mr. Abhishek Ananda Hegde Nominee of Aditya Birla Fashion and Retail Limited S/o: Mr. Ananda Hegde Address: D/9, Neelkanth Narayan, Opp. Jondhale High School, Dombivali West, Kalyan Maharashtra 421202 Vishnunagar Thane India Occupation: Service Occupation:Service	AGSPH4439C	Mumbai	Sd/-	08/04/2024
6	Name: Ms. Yoshita Susmit Vora Nominee of Aditya Birla Fashion and Retail Limited D/o: Mr. Susmit Vora Address: A/603, Radhe, Pashabhai Park, Race Course, Vadodara Gujarat 390007 Racecourse Vadodara India Occupation: Service	AGNPV8102H	Mumbai	Sd/-	08/04/2024
7	Name: Mr. Rajesh Annamalai	ABLPA4734F	Mumbai	Sd/-	08/04/2024

**ARTICLES OF ASSOCIATION
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<p>Nominee of Aditya Birla Fashion and Retail Limited S/o: Mr. Annamalai Address: 1202, Yucca Block, Nahar Amrit Apts, Chandivali, Opp to Nahar International School, Mumbai Mumbai Maharashtra 400072 Mumbai Mumbai India Occupation: Service</p>				
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Certified True Copy
For Aditya Birla Lifestyle Brands Limited

Company Secretary

EXHIBIT - K

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Annexure 2

SCHEME OF ARRANGEMENT

AMONG

**ADITYA BIRLA FASHION AND RETAIL LIMITED
(DEMERGED COMPANY)**

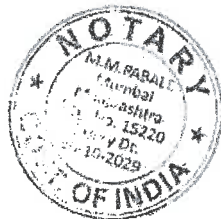
AND

**ADITYA BIRLA LIFESTYLE BRANDS LIMITED
(RESULTING COMPANY)**

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

**UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES
ACT, 2013**



Page 1 of 29

[Handwritten Signature]



**Certified True Copy
For Aditya Birla Lifestyle Brands Limited**

[Handwritten Signature]
Company Secretary

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(A) DESCRIPTION OF COMPANIES

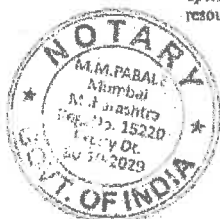
1. Aditya Birla Fashion and Retail Limited, is a public company, limited by shares, incorporated under the Companies Act 1956 bearing corporate identification number L18101MH2007PLC233901 and having its registered office at Piramal Agastya Corporate Park, Building A, 4th and 5th Floor, Unit No. 401, 403, 501, 502, L.B.S Road, Kurla Mumbai Maharashtra 400070 (hereinafter referred to as "Demerged Company"). The equity shares of the Demerged Company are listed on the Stock Exchanges (as defined hereinafter). The Demerged Company NCDs (as defined hereinafter) are listed on BSE Limited ("BSE").
2. Aditya Birla Lifestyle Brands Limited ("Resulting Company") is a public company limited by shares, incorporated under the Companies Act, 2013 on April 9, 2024, bearing corporate identification number U46410MH2024PLC423195 and having its registered office at Piramal Agastya, Building A, 401, 403, 501, 502, LBS Road, Kurla, Mumbai Maharashtra 400070 (hereinafter referred to as "Resulting Company"). The Resulting Company is a wholly owned subsidiary of the Demerged Company.

(B) OVERVIEW OF THE SCHEME

1. This Scheme (as defined hereinafter) is pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act (as defined hereinafter) and inter alia provides for the following:
 - (i) demerger, transfer and vesting of the Demerged Undertaking (as defined hereinafter) from the Demerged Company into the Resulting Company on a going concern basis, and issue of equity shares by the Resulting Company to the equity shareholders of the Demerged Company, in consideration thereof, in accordance with the provisions of Section 2(19AA) of the Income Tax Act (as defined hereinafter); and
 - (ii) various other matters consequential or otherwise integrally connected therewith including changes in share capital and reduction and cancellation of pre-scheme share capital of the Resulting Company.

(C) RATIONALE

- (i) ABFRL runs a diverse portfolio of fashion brands and retail formats with key business segments comprising of Madura Fashion and Lifestyle and Pantaloons, Ethnic portfolio along with other new growth platforms.
- (ii) The MFL Business (as defined hereinafter) has built a leadership position over a long period of time and has a proven track record of delivering consistent revenue growth, profitability, strong free cash flows and high return on capital. The Remaining Business of the Demerged Company (as defined hereinafter) comprises portfolio of multiple businesses.
- (iii) The Scheme is being proposed to separate MFL Business from the Remaining Business of the Demerged Company and demerge it into the Resulting Company. The proposed Scheme would be in the best interests of the Demerged Company, Resulting Company and, their respective shareholders, employees, creditors and other stakeholders for the below reasons:
 - (a) The distinctive profile and established business model of the MFL Business makes it suitable to be housed in a separately listed entity, allowing sharper strategic focus in pursuit of its independent creation trajectory;
 - (b) Result in better and efficient control and management for the segregated businesses, operational rationalization, organization efficiency and optimum utilization of various resources;



[Handwritten Signature]



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- (c) The Scheme would unlock value for the overall-business portfolio through price-discovery of the individual entities for existing shareholders;
- (d) The Demerged Company will house multiple growth platforms across value and masstige retail, branded ethnic business, super premium and luxury retail formats and portfolio of digital brands and will chart its own growth journey;
- (e) The Scheme could lead to the right operating architecture for both companies with sharper focus on their individual business strategies and clear capital allocation, in alignment with their respective value creation journeys; and
- (f) Separately listed companies to attract specific set of investors for their business profile, and consequently, encourage stronger capital market outcomes.

(D) PARTS OF THE SCHEME

The Scheme is divided into the following parts:

1. **PART I** deals with the definitions, share capital of the Parties (as defined hereinafter), date of taking effect and implementation of this Scheme;
2. **PART II** deals with the demerger, transfer and vesting of the Demerged Undertaking from the Demerged Company into the Resulting Company on a going concern basis and issue of Resulting Company New Equity Shares (as defined hereinafter) by the Resulting Company to the equity shareholders of the Demerged Company, in consideration thereof; and
3. **PART III** deals with the general terms and conditions applicable to this Scheme.

PART I

DEFINITIONS, SHARE CAPITAL OF THE PARTIES, DATE OF TAKING EFFECT AND IMPLEMENTATION OF THIS SCHEME

1. DEFINITIONS

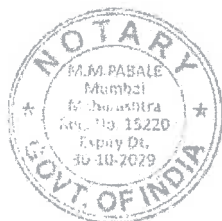
- 1.1 In this Scheme, (i) capitalised terms defined by inclusion in quotations and/ or parenthesis shall have the meanings so ascribed; and (ii) the following expressions shall have the meanings ascribed hereunder:

"ABFRL Merger Scheme" means the scheme of amalgamation amongst the Demerged Company and TCNS and their respective shareholders and creditors pursuant to Sections 230 to 232 of the Act providing inter alia for the amalgamation of TCNS with and into the Demerged Company;

"ABFRL NCNCRPS" means 8% non-cumulative non-convertible redeemable preference shares issued by the Demerged Company of Rs. 10 each;

"ABFRL ESOP Scheme 2017" means Aditya Birla Fashion and Retail Limited Employee Stock Option Scheme 2017 and amendments thereto as approved by the Board and shareholders of the Demerged Company;

"ABFRL ESOP Scheme 2019" means Aditya Birla Fashion and Retail Limited Employee Stock Option Scheme 2019 and amendments thereto as approved by the Board and shareholders of the Demerged Company;



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"ABFRL SAR Scheme 2019" means Aditya Birla Fashion and Retail Limited Stock Appreciation Rights Scheme 2019 and amendments thereto as approved by the Board of the Demerged Company;

"ABLBLNCNCRPS" means 8% non-cumulative non-convertible redeemable preference shares to be issued by the Resulting Company of Rs. 10 each;

"Act" means the Companies Act, 2013 and any rules, regulations, circulars or guidelines issued thereunder, as amended from time to time and shall include any statutory replacement or re-enactment thereof;

"Applicable Law" or "Law" means any applicable national, foreign, provincial, local or other law including applicable provisions of all (a) constitutions, decrees, treaties, statutes, enactments, laws (including the common law), bye-laws, codes, notifications, rules, regulations, policies, guidelines, circulars, press notes, clearances, approvals, directions, directives, ordinances or orders of any Appropriate Authority; (b) Permits; and (c) orders, decisions, writs, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Parties, in each case having the force of law and that is binding or applicable to a Person, as may be in force from time to time;

"Appointed Date" means April 1, 2024 or such other date as may be approved by the Boards of the Demerged Company and the Resulting Company;

"Appropriate Authority" means: (i) the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, Tribunal, central bank, commission or other authority thereof; (ii) any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, statutory, licensing, competition, Tax, importing, exporting or other governmental or quasi-governmental authority including without limitation, Regional Director, Ministry of Corporate Affairs, Registrar of Companies, SEBI, Official Liquidator and the Tribunal; and (iii) any Stock Exchange;

"Board" in relation to a Party, means the board of directors of such Party, and shall include a committee of directors or any person authorized by such board of directors or such committee of directors;

"Demerged Company Stock Option Plans" means collectively, ABFRL ESOP Scheme 2017, ABFRL ESOP Scheme 2019, ABFRL SAR Scheme 2019, TCNS ESOP Scheme and New Stock Option Plans;

"Demerged Company Members" means the shareholders of the Demerged Company including the shareholders of TCNS who have become shareholders of the Demerged Company pursuant to effectiveness of the ABFRL Merger Scheme;

"Demerged Company NCDs" means collectively NCD 1, NCD 2 and NCD 3;

"Demerged Company Stock Options" means ESOPs, RSUs and SARs, granted and / or vested by the Demerged Company under Demerged Company Stock Option Plans;

"Demerged Undertaking" means the undertaking of the Demerged Company pertaining to the MFL Business as on the Appointed Date and shall include (without limitation):

- (i) all assets and properties of the Demerged Company in relation to the MFL Business whether or not recorded in the books of accounts of the Demerged Company and rights thereto and all documents of title, wherever situated, whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, including all buildings, factory, civil works, foundations for civil works, communication facilities, installations, warehouses, stores, factory outlets, stores under progress, equipment, structures, furniture, offices, all lands (whether



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leased, licensed, right of way, tenancies or freehold), benefits of any rental agreements for use of premises, marketing offices, capital works in progress, current assets (including inventories, sundry debtors, bills of exchange, loans and advances), stock-in-trade, stock-in-transit, merchandise (including raw materials), finished goods, supplies (including wrapping supplies), packaging items, tools, whether in transit or located at stores (including factory outlets) and warehouses, computers, vehicles, furniture, fixtures, office equipment, air conditioners, appliances, accessories, power lines, share of any joint assets, any finished goods and any facilities, outstanding loans and advances, recoverable in cash or in kind or for value to be received, receivables in cash or kind or for value to be received, cash, cash equivalents and bank accounts (including bank balances), benefit of any deposits and accrued interest thereto, actionable claims, prepaid expenses, bills of exchange, promissory notes, financial assets, insurance policies, funds, provisions, and benefit of any bank guarantees, performance guarantees and letters of credit appertaining or relating to the MFL Business;

- (ii) Demerged Liabilities;
- (iii) investments in subsidiaries and joint ventures engaged in the MFL Business including investments in Aditya Birla Garments Limited;
- (iv) all refunds, reimbursements, claims, concessions, exemptions, benefits including sales tax deferrals, income tax deducted at source, goods and service tax credit, deductions and benefits under the relevant Law or any other Taxation statute pertaining to the MFL Business;
- (v) all Permits, quotas, incentives, powers, authorities, allotments, rights, benefits, advantages, bids, tenders, letters of intent, expressions of interest, subsidies, tenancies in relation to the office and/or residential properties for employees, benefit of any deposits, privileges, all other rights including sales tax deferrals and exemptions and other benefits, lease rights, receivables and liabilities related thereto, licenses, powers and facilities of every kind and nature and description whatsoever, rights to use and avail of telephones and installations, utilities, electricity and other services and all other interests in connection with or relating to the MFL Business;
- (vi) all contracts, agreements, business partnerships and collaborations including brand distribution agreements, service orders, operation and maintenance contracts, memoranda of understanding/undertaking / agreements, bids, expressions of interests, equipment purchase agreement, letters of intent, lease arrangements, leave and license agreements, contracts pertaining to franchises, brand license, vendors, stores maintenance, housekeeping, security, contract workers, purchase and other agreements with supplier/service providers, other arrangements, undertakings, deeds, bonds, schemes, powers of attorney, insurance covers and claims, and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise, as amended and restated from time to time and all rights, title, interest, assurances, claims and benefits thereunder related to or pertaining to the MFL Business;
- (vii) all earnest moneys and/or security deposits paid by the Demerged Company in connection with or relating to the MFL Business;
- (viii) all intellectual property and intellectual property rights, brands, logos, designs, labels, trade secrets, service marks, copyright, tradenames and trademarks of the Demerged Company in relation to the MFL Business (including any applications for the same) of any nature whatsoever (whether owned, licensed or otherwise and whether registered or unregistered);
- (ix) all books, records, files, papers, engineering and process information, computer programs, domain names, license for software and any other software licenses (whether proprietary or otherwise), research and studies, technical knowhow, confidential information and other benefits, drawings, manuals, data, catalogues, quotations, marketing authorisations, marketing




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intangibles, credit information, sales and advertising materials, lists of present and former customers, customer pricing information, and other records whether in physical or electronic form in connection with or pertaining to MFL Business;

- (x) all legal or other proceedings of whatsoever nature that form part of the MFL Business which are capable of being continued by or against Resulting Company under Applicable Law;
- (xi) entire experience, credentials, past record, goodwill and market share of the Demerged Company pertaining to the MFL Business; and
- (xii) the Transferring Employees.

Any question that may arise as to whether a specific asset (tangible or intangible) or liability or employee pertains or does not pertain to the Demerged Undertaking shall be decided mutually by the Boards of the Demerged Company and the Resulting Company;

"Demerged Liabilities" means the liabilities as defined in Clause 4.2.6 of the Scheme;

"Effective Date" means the date which will be the first day of the month following the month in which the Parties mutually acknowledge in writing that all the conditions and matters referred to in Clause 20.1 of the Scheme have occurred or have been fulfilled, obtained or waived, as applicable, in accordance with this Scheme; References in this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme becoming effective" or "upon effectiveness of the Scheme" shall mean the Effective Date;

"Encumbrance" means any form of legal or equitable encumbrance or security interest including any mortgage, pledge, hypothecation, assignment by way of security, non-disposal undertaking, escrow, charge, lien or other security interest or encumbrance of any kind securing any obligation of any Person (including, without limitation, any right granted by a transaction or other type of preferential arrangement or interest of any nature whatsoever which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law), outstanding Taxes (which have become due and payable), option, pre-emptive right, proxy, power of attorney, voting agreement, right of first offer, first, last or other refusal right, or transfer restriction in favour of any Person, beneficial ownership, adverse claim, title retention agreement, conditional sale agreement, any provisional, conditional or executory attachment, trust (other title exception of whatsoever nature), any agreement to create any of the foregoing or any adverse claim as to title, possession or use and the term "Encumber" shall be construed accordingly;

"ESOP" means employee stock options;

"Income Tax Act" means the Income-tax Act, 1961;

"MFL Business" means the division of the Demerged Company engaged in business of manufacturing, marketing, sales and/or distribution of fashion apparel, footwear and accessories through offline and/or online channels including wholesale, retail and e-commerce under four lifestyle brands viz. Louis Philippe, Van Heusen, Allen Solly and Peter England along with casual wear brands viz. American Eagle and Forever 21, sports wear brand Reebok and the innerwear business under the Van Heusen brand;

"NCD 1" means the NCDs issued by the Demerged Company as specified in Schedule A;

"NCD 2" means the NCDs issued by the Demerged Company as specified in Schedule A;

"NCD 3" means the NCDs issued by the Demerged Company as specified in Schedule A;



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"NCDs" means non-convertible debentures;

"NSE" means National Stock Exchange of India Limited;

"Parties" shall collectively mean the Demerged Company and the Resulting Company; and "Party" means each of them, individually;

"Permits" means all consents, licences, permits, certificates, permissions, authorisations, clarifications, approvals, clearances, confirmations, declarations, waivers, exemptions, registrations, filings, no objections, whether governmental, statutory, regulatory or otherwise as required under Applicable Law;

"Person" means an individual, (including in his capacity as trustee), entity, a corporation, a partnership (whether limited or unlimited) a company an association, a trust a joint venture, proprietorship or other enterprise (whether incorporated or not), an unincorporated organization Hindu Undivided Family, trust, union, association of persons or any governmental authority or any agency, department, authority or political subdivision thereof, and shall include their respective successors, successors-in-interest and in case of an individual shall include his/ her legal representatives, administrators, executors, permitted assignees, liquidators, and heirs and in case of a trust, shall include the trustee or the trustees and the beneficiary or beneficiaries from time to time;

"Re" or "Rs" or "Rupee(s)" means Indian Rupee(s), the lawful currency of the Republic of India;

"Record Date" means the date to be fixed by the Board of the Demerged Company in consultation with the Board of the Resulting Company for the purpose of determining the equity shareholders of the Demerged Company for issue of the Resulting Company New Equity Shares;

"Remaining Business of the Demerged Company" means all the business, units, divisions, undertakings, and assets and liabilities of the Demerged Company other than the Demerged Undertaking;

"Remaining Employees" means the employees of the Demerged Company other than Transferring Employees;

"Resulting Company New Equity Shares" means fully paid-up equity share(s) having face value of Rs 10 each issued by the Resulting Company as consideration in terms of Clause 8.1 of this Scheme;

"Resulting Company Stock Option Plans" means collectively, new employee stock option schemes of the Resulting Company formulated in accordance with the Demerged Company Stock Option Plans named as ABLBL ESOP Scheme 2017, ABLBL ESOP Scheme 2019, ABLBL SAR Scheme 2019, and ABLBL TCNS ESOP Scheme (as applicable), pursuant to Clause 5.6;

"Resulting Company Stock Options" means the ESOPs, RSUs and SARs granted and / or vested by the Resulting Company to the eligible Demerged Company Stock Option holders after effectiveness of the Scheme in accordance with the Resulting Company Stock Option Plans;

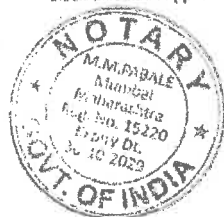
"Retained NCDs" means collectively, NCD 1 and NCD 3;

"RoC" means the relevant jurisdictional Registrar of Companies having jurisdiction over the Parties;

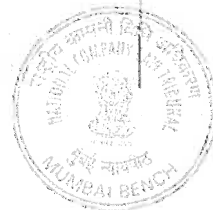
"RSU" means restricted stock units;

"Sanction Order" means the orders of the Tribunal approving the Scheme;

"SAR" means stock appreciation rights which includes option stock appreciation right and restricted stock unit stock appreciation right;



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"Scheme" or "this Scheme" means this scheme of arrangement as modified from time to time;

"SEBI" means the Securities and Exchange Board of India;

"SEBI Debt Circular" means Chapter XII of the operational circular No. SEBI/HO/DDHS/DDHS_Div1/P/CIR/2022/000000103 issued by SEBI dated July 29, 2022, as amended from time to time;

"SEBI LODR Regulations" means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015;

"SEBI Schemes Master Circular" means Master Circular No. SEBI/HO/CFD/POD2/P/CIR/2023/93 dated June 20, 2023, issued by SEBI regarding Schemes of Arrangement by Listed Entities and Relaxation under Sub-rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957, as amended from time to time;

"Stock Exchanges" means BSE and NSE collectively and Stock Exchange shall mean each of them individually;

"Tax Laws" means all Applicable Laws dealing with Taxes including but not limited to income-tax, goods and service tax, customs duty or any other levy of similar nature;

"Taxation" or "Tax" or "Taxes" means all forms of taxes and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies, whether levied by reference to income, profits, book profits, gains, net wealth, asset values, turnover, added value, goods and services or otherwise and shall further include payments in respect of or on account of tax, whether by way of deduction at source, collection at source, dividend distribution tax, advance tax, minimum alternate tax, goods and services tax or otherwise or attributable directly or primarily to any of the Parties and all penalties, charges, costs and interest relating thereto;

"TCNS" means TCNS Clothing Co. Limited, a public company, limited by shares, incorporated under the Companies Act 1956 bearing corporate identification number L18101MH2007PLC233901 and having its registered office at Piramal Agastya Corporate Park, Building A, 4th and 5th Floor, Unit No. 401, 403, 501, 502, L.B.S Road, Kurla Mumbai Maharashtra 400070;

"TCNS ESOP Scheme" means the employee stock option scheme of the Demerged Company which will be formulated and implemented in accordance with and pursuant to the effectiveness of the ABFRL Merger Scheme;

"Transferring Employees" means the employees of the Demerged Company engaged in or in relation to the Demerged Undertaking as on the Effective Date;

"Transferring NCDs" means NCD 2; and

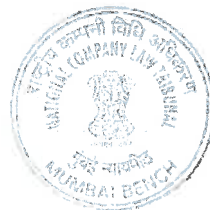
"Tribunal" means the National Company Law Tribunal, Mumbai having jurisdiction over the Parties and authorized as per the provisions of the Act for approving any scheme of arrangement, compromise or reconstruction of companies under Sections 230 to 232 of the Act and shall include, if applicable, such other forum or authority as may be vested with the powers of a tribunal for the purposes of Sections 230 to 232 of the Act as may be applicable.

1.2 In this Scheme, unless the context otherwise requires:

- (i) words denoting the singular shall include the plural and vice versa;
- (ii) heading, subheadings, titles, subtitles to clauses and sub-clauses are for convenience only and



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shall be ignored in construing the Scheme;

- (iii) reference to any law or legislation or regulation shall include amendment(s), circulars, notifications, clarifications or supplement(s) to, or replacement, re-enactment, restatement or amendment of, that law or legislation or regulation and shall include the rules and regulations thereunder; and
- (iv) all terms and words not defined in this Scheme shall unless repugnant or contrary to the context or meaning thereof, have the same meaning as prescribed to them under the Act, Income Tax Act, Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India, Act, 1992, the Depositories Act, 1996 or any other Applicable Laws, rules, regulations, bye laws, as the case may be.

2. SHARE CAPITAL

2.1 The share capital of the Demerged Company as on April 19, 2024 is as follows:

Particulars		Rs.
Authorised Share Capital		
2,00,00,00,000 equity shares of INR 10 each		20,00,00,00,000
5,00,000 8% redeemable cumulative preference shares of INR 10 each		50,00,000
15,000 6% redeemable cumulative preference shares of INR 100 each		15,00,000
95,00,000 preference shares of INR 10 each		9,50,00,000
Total		20,10,15,00,000
Issued and Subscribed Share Capital		
101,52,15,146 equity shares of INR 10 each		10,15,21,51,460
11,10,000 8% non-cumulative non-convertible redeemable preference shares of INR 10 each		1,11,00,000
Total		10,16,32,51,460
Paid-up Share Capital		
101,50,09,642 equity shares of INR 10 each		10,15,00,96,420
11,10,000 8% non-cumulative non-convertible redeemable preference shares of INR 10 each		1,11,00,000
Total		10,16,11,96,420

2.2 The aforesaid issued, subscribed, and paid-up share capital of the Demerged Company does not include (i) issuance of equity shares by the Demerged Company pursuant to exercise of ESOPs and RSUs under Demerged Company Stock Option Plans (as applicable); (ii) issuance of equity shares by the Demerged Company to the equity shareholders of TCNS pursuant to and in accordance with the ABFRL Merger Scheme; and (iii) capital raise referred in Clause 8.9. Upon the happening of any and/or all the aforesaid events the issued, subscribed, and paid-up share capital of the Demerged Company shall undergo a change. However, the share entitlement ratio set out in Clause 8 shall not be adjusted on account of any such variation on account of the actions referred in Clause 2.2 (i), (ii) and/or (iii) above.

2.3 The share capital of the Resulting Company as on April 19, 2024 is as follows:

Particulars		Rs.
Authorised Share Capital		
50,000 equity shares of Rs 10 each		5,00,000
Total		5,00,000
Issued, Subscribed and Paid-up Share Capital		
50,000 equity shares of Rs 10 each		5,00,000



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Total 5,00,000

3. DATE OF TAKING EFFECT AND IMPLEMENTATION OF THIS SCHEME

- 3.1 This Scheme shall become effective from the Appointed Date but shall become operative from the Effective Date.

PART II**DEMERGER AND VESTING OF THE DEMERGED UNDERTAKING****4. DEMERGER AND VESTING OF THE DEMERGED UNDERTAKING**

- 4.1 Upon coming into effect of the Scheme, with effect from the Appointed Date and in accordance with the provisions of this Scheme and pursuant to Sections 230 to 232 and other applicable provisions of the Act and Section 2(19AA) of the Income Tax Act, all assets, Permits, contracts, liabilities, loan, duties and obligations of the Demerged Undertaking shall, without any further act, instrument or deed, stand transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company on a *going concern* basis, so as to become as and from the Appointed Date, the assets, Permits, contracts, liabilities, loan, duties and obligations of the Resulting Company by virtue of operation of law, and in the manner provided in this Scheme.
- 4.2 Without prejudice to the generality of the provisions of Clause 4.1 above, the manner of transfer of the Demerged Undertaking under this Scheme, is as follows:
- 4.2.1 In respect of such of the assets and properties forming part of the Demerged Undertaking which are movable in nature (including but not limited to all intangible assets), intellectual property and intellectual property rights, including any applications for the same, of any nature whatsoever including but not limited to brands, trademarks forming part of the Demerged Undertaking, whether registered or unregistered trademarks along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations, copyrights and such other industrial and intellectual property rights of whatsoever nature or are otherwise capable of transfer by delivery or possession or by endorsement, the same shall stand transferred by the Demerged Company to the Resulting Company upon coming into effect of this Scheme and shall, *inso facto* and without any other or further order to this effect, become the assets and properties of the Resulting Company without requiring any deed or instrument of conveyance for transfer of the same. The transfer pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or recordal, pursuant to this Scheme, as appropriate to the property being transferred, and title to the property shall be deemed to have been transferred accordingly;
- 4.2.2 Subject to Clause 4.2.3 below, with respect to the moveable assets of the Demerged Undertaking other than those referred to in Clause 4.2.1 above, including all rights, title and interests in the agreements (including agreements for lease or license of the properties), investments in shares (including in subsidiaries and joint ventures engaged in the MFL Business including investments in Aditya Birla Garments Limited), mutual funds, bonds and any other securities, sundry debtors, actionable claims, earnest monies, receivables, bills, credits, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with any Appropriate Authority, customers and other Persons, whether or not the same is held in the name of the Demerged Company, the same shall, without any further act, instrument or deed, be transferred to and/or be deemed to be transferred to the Resulting Company, with effect from the Appointed Date by operation of law as transmission in favour of the Resulting Company. With regard to the licenses of the properties, the Resulting Company will enter into novation agreements, if it is so required;



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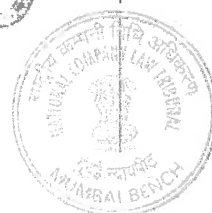


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- 4.2.3 In respect of such of the assets and properties forming part of the Demerged Undertaking which are immovable in nature, whether or not included in the books of the Demerged Company, including rights, interest and easements in relation thereto, the same shall stand transferred to the Resulting Company with effect from the Appointed Date, without any act or deed or conveyance being required to be done or executed by the Demerged Company and/or the Resulting Company;
- 4.2.4 For the avoidance of doubt and without prejudice to the generality of Clause 4.2.3 above and Clause 4.2.5 below, it is clarified that, with respect to the immovable properties comprised in the Demerged Undertaking in the nature of land and buildings, the Demerged Company and the Resulting Company shall register the true copy of the order of the Tribunal approving this Scheme with the offices of the relevant sub-registrar of assurances or similar registering authority having jurisdiction over the location of such immovable property and shall also execute and register, as required, such other documents as may be necessary in this regard. For the avoidance of doubt, it is clarified that any document executed pursuant to this Clause 4.2.4 or Clause 4.2.5 below will be for the limited purpose of meeting regulatory requirements and shall not be deemed to be a document under which the transfer of any part of the Demerged Undertaking takes place and the Demerged Undertaking shall be transferred solely pursuant to and in terms of this Scheme and the order of the Tribunal sanctioning this Scheme;
- 4.2.5 Notwithstanding anything contained in this Scheme, with respect to the immovable properties comprised in the Demerged Undertaking in the nature of land and buildings situated in states other than the state of Maharashtra, whether owned or leased, for the purpose of, *inter alia*, payment of stamp duty and transfer to the Resulting Company, if the Resulting Company so decides, the Demerged Company and the Resulting Company, may execute and register or cause to be executed and registered, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favour of the Resulting Company in respect of such immovable properties. Each of the immovable properties, only for the purposes of the payment of stamp duty (if required under Applicable Law), shall be deemed to be conveyed at a value determined by the relevant authorities in accordance with the applicable rates. The transfer of such immovable properties shall form an integral part of this Scheme;
- 4.2.6 Upon effectiveness of the Scheme, all debts, liabilities, loans, obligations and duties of the Demerged Company as on the Appointed Date and relating to the Demerged Undertaking ("Demerged Liabilities") shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Resulting Company to the extent that they are outstanding as on the Appointed Date. The term "Demerged Liabilities" shall include:
- 4.2.6.1 the debts, liabilities obligations incurred and duties of any kind, nature or description (including contingent liabilities) which arise out of the activities or operations of the Demerged Undertaking;
- 4.2.6.2 specific loans or borrowings, if any; and
- 4.2.6.3 in cases other than those referred to in Clauses 4.2.6.1 or 4.2.6.2 above, so much of the amounts of general or multipurpose borrowings, if any, of the Demerged Company, as stand in the same proportion which the value of the assets transferred pursuant to the demerger of the Demerged Undertaking bear to the total value of the assets of the Demerged Company immediately prior to the Appointed Date, including Transferring NCDs;
- 4.2.7 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Company alone shall be liable to perform all obligations in respect of all debts, liabilities, duties and obligations pertaining to its Remaining Business and the Resulting Company shall not have any obligations in respect of the debts, liabilities, duties and obligations



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of the Remaining Business. Further, upon coming into effect of this Scheme and with effect from the Appointed Date, the Resulting Company alone shall be liable to perform all obligations in respect of the Demerged Liabilities, which have been transferred to it in terms of this Scheme, and the Demerged Company shall not have any obligations in respect of such respective Demerged Liabilities;

- 4.2.8 Post the Effective Date, the Demerged Company may, at the request of the Resulting Company, give notice in such form as it may deem fit and proper, to such Persons, as the case may be, that any debt, receivable, bill, credit, loan, advance, or deposit, contracts or policies relating to the Demerged Undertaking stands transferred to the Resulting Company and that appropriate modification should be made in their respective books/records to reflect the aforesaid changes;
- 4.2.9 In so far as Encumbrances, if any, in respect of the Demerged Liabilities, such Encumbrance shall, without any further act, instrument or deed being required to be taken or modified, be extended to and shall operate only over the assets comprised in the Demerged Undertaking which have already been Encumbered in respect of the Demerged Liabilities as transferred to the Resulting Company pursuant to this Scheme, and such Encumbrances shall not relate to or attach to any of the other assets of the Resulting Company, provided that if any of the assets comprised in the Demerged Undertaking being transferred to the Resulting Company pursuant to this Scheme have not been Encumbered in respect of the Demerged Liabilities, such assets shall remain unencumbered, and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The Scheme shall not operate to enlarge the Encumbrances, nor shall the Resulting Company be obliged to create any further or additional security after the Scheme has become effective or otherwise. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above;
- 4.2.10 Subject to other provisions of this Scheme, in so far as the assets forming part of the Demerged Undertaking are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings or debentures or other debt or debt securities of the Remaining Business of the Demerged Company, shall, as and from the Effective Date, without any further act, instrument or deed, stand released and discharged and shall no longer be available as Encumbrances in relation to those loans, liabilities, borrowings of the Demerged Company pertaining to the Remaining Business of the Demerged Company (and which shall continue with the Demerged Company);
- 4.2.11 In so far as the assets of the Remaining Business of the Demerged Company are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings forming part of the Demerged Liabilities shall, without any further act, instrument or deed be release and discharged from such Encumbrances. The absence of any formal amendment which may be required by a lender or trustee or third party in order to effect such release shall not affect the operation of Clauses 4.2.10 and this Clause 4.2.11;
- 4.2.12 Subject to Clause 4 and any other provisions of this Scheme, in respect of any refund, benefit, incentive, grant or subsidy in relation to or in connection with the Demerged Undertaking, the Demerged Company shall, if so required by the Resulting Company, issue notices in such form as the Resulting Company may deem fit and proper, stating that pursuant to the Tribunal having sanctioned this Scheme, the relevant refund, benefit, incentive, grant or subsidy be paid or made good to or held on account of the Resulting Company, as the Person entitled thereto, to the end and intent that the right of the Demerged Company to recover or realise the same stands transferred to the Resulting Company and that appropriate entries should be passed in their respective books to record the aforesaid changes;
- 4.2.13 On and from the Effective Date, all cheques and other negotiable instruments and payment orders received or presented for encashment which are in the name of the Demerged Company



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and are in relation to or in connection with the Demerged Undertaking, shall be accepted by the bankers of the Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company;

- 4.2.14 Permits, including the benefits attached thereto of the Demerged Company, in relation to the Demerged Undertaking, shall be transferred to the Resulting Company from the Appointed Date, without any further act, instrument or deed and shall be appropriately mutated or endorsed by the Appropriate Authorities concerned therewith in favour of the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company and the Resulting Company shall be bound by the terms, obligations and duties thereunder, and the rights and benefits under the same shall be available to the Demerged Company to carry on the operations of the Demerged Undertaking without any hindrance, whatsoever;
- 4.2.15 Contracts in relation to the Demerged Undertaking, where the Demerged Company is a party, shall stand transferred to the Resulting Company pursuant to the Scheme becoming effective. The absence of any formal amendment which may be required by a third party to effect such transfer shall not affect the operation of the foregoing sentence. The Demerged Company and the Resulting Company shall, wherever necessary, enter into and/or execute deeds, writings, confirmations or novations to all such contracts, if necessary, in order to give formal effect to the provisions of this Clause;
- 4.2.16 As on the date of the Boards of the Parties approving the Scheme, Birla Management Centre Services Private Limited ("BMCSPL") holds 11,10,000 ABFRL NCNCRPS. Upon effectiveness of the Scheme, 5,55,000 ABFRL NCNCRPS out of total 11,10,000 ABFRL NCNCRPS shall automatically stand cancelled in the Demerged Company without any further application, act, instrument or deed and in lieu thereof BMCSPL shall be issued and allotted 5,55,000 ABLBL NCNCRPS on the same terms and conditions as ABFRL NCNCRPS. The aforesaid reduction is being made pursuant to Sections 230 to 232 of the Act as an integral part of the Scheme and the Parties shall not be required to follow the process under Section 66 of the Act or any other provisions of Applicable Law separately. The aforesaid reduction of capital does not involve any diminution of liability in respect of any unpaid share capital or payment to any shareholder of any paid-up share capital or payment in any other form. The order of Tribunal sanctioning the Scheme shall also be deemed to be an order under the Act for the purposes of confirming the reduction of 5,55,000 ABFRL NCNCRPS. The consent of the shareholders of Demerged Company to this Scheme shall be deemed to be the consent of its shareholders for the purpose of effecting the above reduction. Notwithstanding the reduction in the share capital of the Demerged Company, the Demerged Company shall not be required to add "And Reduced" as suffix to its name. Further, the aforesaid allotment of ABLBL NCNCRPS by the Resulting Company to BMCSPL is being made as an integral part of the Scheme, and shall not in any manner be construed to be a part or whole of the consideration for the demerger under this Scheme, and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act on the part of the Resulting Company or their shareholders and as if the procedure laid down under the Act and such other Applicable Law, were duly complied with;
- 4.2.17 Upon the coming into effect of this Scheme, the investment limits of the Resulting Company in terms of Section 186 of the Act shall be deemed increased without any further act, instrument or deed to the equivalent of the aggregate investments forming part of the Demerged Undertaking transferred by the Demerged Company to the Resulting Company pursuant to the Scheme. Such limits shall be incremental to the existing investment limits of the Resulting Company; and
- 4.2.18 Upon the coming into effect of this Scheme, the borrowing limits of the Resulting Company in terms of Section 180(1) (c) of the Act shall be deemed to be increased without any further act, instrument or deed to the equivalent of the aggregate borrowings forming part of the Demerged



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Liabilities transferred by the Demerged Company to the Resulting Company pursuant to the Scheme. Such limits shall be incremental to the existing borrowing limits of the Resulting Company.

- 4.3 Without prejudice to the provisions of the foregoing sub-clauses of this Clause 4 and upon the effectiveness of this Scheme, the Demerged Company and the Resulting Company may execute any and all instruments or documents and do all acts, deeds and things as may be required, including executing necessary confirmatory deeds for filing with the trademark registry and Appropriate Authorities, filing of necessary particulars and/ or modification(s) of charge with the concerned RoC or filing of necessary applications, notices, intimations or letters with any Appropriate Authority or Person to give effect to this Scheme. The Demerged Company shall take such actions as may be necessary to get the assets pertaining to the Demerged Undertaking transferred to and registered in, the name of the Resulting Company, as per Applicable Law.
5. **EMPLOYEES**
- 5.1 Upon effectiveness of the Scheme, all Transferring Employees shall become the employees of the Resulting Company on terms and conditions no less favourable than those on which they are engaged by the Demerged Company and without any interruption in service.
- 5.2 The past services of all the Transferring Employees prior to the Effective Date shall be taken into account for the purposes of all benefits to which such employees may be eligible, including for the purpose of payment of any retrenchment or redundancy compensation, leave encashment, gratuity and other terminal benefits. The accumulated balances, if any, standing to the credit in favour of the aforesaid Transferring Employees in the existing provident fund, gratuity fund, superannuation fund and any other fund of which they are members, as the case may be, will be transferred to the respective funds of the Resulting Company set-up in accordance with Applicable Law and caused to be recognized by the Appropriate Authorities or to the funds nominated by the Resulting Company. Pending the transfer as aforesaid, the dues of the said Transferring Employees would continue to be deposited in the existing provident fund, gratuity fund, superannuation fund and other fund respectively of Demerged Company.
- 5.3 Further to the transfer of the accumulated balances or contributions from the funds as set out in Clause 5.2 above, for all purposes whatsoever in relation to the administration or operation of such funds or in relation to the obligation to make contributions to the said funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, all rights, duties, powers and obligations of the Demerged Company in relation to the Demerged Undertaking as on the Effective Date in relation to such funds shall become those of the Resulting Company. It is clarified that the services of the Transferring Employees will be treated as having been continuous for the purposes of the said funds.
- 5.4 In so far as the existing benefits or funds created by the Demerged Company for the employees of the Remaining Business of the Demerged Company are concerned, the same shall continue and the Demerged Company shall continue to contribute to such benefits or funds in accordance with the provisions thereof, and the Resulting Company shall have no liability in respect thereof.
- 5.5 Subject to the provisions of Clause 5.6 below, in so far as existing employee benefit plans of the Demerged Company are concerned or in the event the Demerged Company approves or adopts any employee benefit plans including employee benefit plans for ESOPs, RSUs or SARs, after the approval of the Scheme by the Boards of the Parties but prior to the Effective Date ("New Stock Option Plans"), such New Stock Option Plans shall include appropriate provisions for the manner in which such benefits shall be available to the relevant employees.

TREATMENT OF DEMERGED COMPANY STOCK OPTIONS



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- 5.6.1 After the Scheme becoming effective, Demerged Company Stock Options granted and / or vested by the Demerged Company pursuant to Demerged Company Stock Option Plans will continue to be governed by the provisions of respective Demerged Company Stock Option Plans, subject to the modifications proposed in this Clause 5.6. In addition, the Resulting Company shall formulate the Resulting Company Stock Option Plans in accordance with the provisions mentioned in this Clause 5.6.
- 5.6.2 After the Scheme becoming effective, with respect to the Demerged Company Stock Options granted and / or vested by the Demerged Company to the eligible employees of the Demerged Company (irrespective of whether they are Remaining Employees or Transferring Employees) under the Demerged Company Stock Option Plans and, for every 1 (one) Demerged Company Stock Options (as the case may be) outstanding as on the Record Date in the Demerged Company, such eligible Remaining Employee and Transferring Employee shall be granted and / or vested 1 (one) Resulting Company Stock Options under the relevant Resulting Company Stock Option Plans (as the case may be) on the terms and conditions which would be similar to the Demerged Company ESOP Plans as applicable, subject to the provisions mentioned in this Clause 5.6.
- 5.6.3 The Demerged Company Stock Options granted by the Demerged Company under the Demerged Company Stock Option Plans (as the case may be) would continue to be held by the eligible Remaining Employees and Transferring Employees. After the Scheme becoming effective, the Board of the Demerged Company shall, take necessary steps to modify the Demerged Company Stock Option Plans, including adjustments to the exercise prices of outstanding Demerged Company Stock Options (as the case may be), in accordance with the Applicable Laws.
- 5.6.4 The Resulting Company shall take into account the period during which the eligible Remaining Employees and Transferring Employees held the Demerged Company Stock Options at the time of adoption of the Resulting Company Stock Options (as the case may be), for determining of minimum vesting period required for Resulting Company Stock Options (as the case may be), subject to Applicable Laws.
- 5.6.5 For the purpose of administering ABLBI ESOP Scheme 2019, the Demerged Company Stock Options entitlement (as the case may be) of the respective eligible Remaining Employees and Transferring Employees in the Resulting Company will be administered through the existing employee benefit trust of the Demerged Company in respect of the ABFRL ESOP Scheme 2019 ("Demerged Company ESOP Trust"), provided that the Resulting Company may, if required, set up a new employee benefit trust and take all such actions and execute documentation to give effect to the ABFRL ESOP Scheme 2019 in accordance with the provisions mentioned herein for the benefit of Transferring Employees. The Board of Directors of the Demerged Company may, at its discretion, without any further act or deed, modify the trust deed governing the Demerged Company ESOP Trust to give effect to this Scheme and the provisions of this Clause 5.6.
- 5.6.6 The adoption of the Resulting Company Stock Option Plans, grant of Resulting Company Stock Options (as the case may be) under the Resulting Company Stock Option Plans to the eligible Remaining Employees and Transferring Employees pursuant to this Clause, manner of exercise of Resulting Company Stock Options (as the case may be) and modification of the Demerged Company Stock Option Plans, including setting up of new employee benefit trust by Resulting Company or modification to the trust deed of the Demerged Company ESOP Trust (as the case may be) including appropriate accounting thereof, shall be effected as an integral part of the Scheme. The consent of the shareholders of the Resulting Company and the Demerged Company to the Scheme shall be deemed to be their consent in relation to all matters pertaining to the Demerged Company Stock Option Plans and Resulting Company Stock Option Plans, as contemplated in this Clause. No further approval of the Board or shareholders of the Demerged



A handwritten signature in black ink, appearing to be "J. K. Singh".



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Company or Resulting Company or resolution or action would be required in this connection under any applicable provisions of the Act and/or other Applicable Laws.

6. LEGAL PROCEEDINGS

- 6.1 Upon coming into effect of this Scheme, all suits, actions, administrative proceedings, tribunal proceedings, show cause notices, demands, legal and other proceedings of whatsoever nature (except proceedings under the Income Tax Act) by or against the Demerged Company pending and/or arising on or before the Appointed Date or which may be instituted at any time thereafter and in each case relating to the Demerged Undertaking shall not abate or be discontinued or be in any way prejudicially affected by reason of this Scheme or by anything contained in this Scheme and shall be continued and be enforced by or against the Resulting Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company. The Resulting Company shall be substituted in place of the Demerged Company or added as party to such proceedings and shall prosecute or defend all such proceedings at its own cost, in cooperation with the Demerged Company and the liability of the Demerged Company shall stand nullified. The Demerged Company shall in no event be responsible or liable in relation to any such legal or other proceedings in relation to the Demerged Undertaking.
- 6.2 The Resulting Company undertakes to have all legal and other proceedings (except proceedings under the Income Tax Act) initiated by or against the Demerged Company referred to in Clause 6.1 above transferred to its name as soon as is reasonably practicable after the Effective Date and to have the same continued, prosecuted and enforced by or against the Resulting Company to the exclusion of the Demerged Company on priority. The Demerged Company and the Resulting Company shall make relevant applications and take all steps as may be required in this regard.
- 6.3 Notwithstanding anything contained herein above, if at any time after the Effective Date, the Demerged Company is in receipt of any demand, claim, notice and/ or is impleaded as a party in any proceedings before any Appropriate Authority (except proceedings under the Income Tax Act), in each case in relation to the Demerged Undertaking, the Demerged Company shall, in view of the transfer and vesting of the Demerged Undertaking pursuant to this Scheme, take all such steps in the proceedings before the Appropriate Authority to replace the Demerged Company with the Resulting Company. However, if the Demerged Company is unable to get the Resulting Company replaced in its place in such proceedings, the Demerged Company shall defend the same or deal with such demand in accordance with the advice of the Resulting Company and at the cost of the Resulting Company and the latter shall reimburse to the Demerged Company all liabilities and obligations incurred by the Demerged Company in respect thereof.

7. TAXES/ DUTIES/ CESS

- 7.1 This demerger under Part II of the Scheme complies with the definition of "demerger" as per Section 2(19AA) and other provisions of the Income Tax Act. If any terms or clauses of this Scheme are found to be or interpreted to be inconsistent with any of the relevant provisions of the Income Tax Act (including the conditions set out therein), at a later date, whether as a result of a new enactment or any amendment or coming into force of any provision of the Income Tax Act or any other Applicable Law or any judicial or executive interpretation or for any other reason whatsoever, the Demerged Company and the Resulting Company shall discuss in good faith to modify this Scheme in a mutually satisfactory manner that ensures compliance of this Scheme with such provisions..
- 7.2 The accumulated losses and allowance for unabsorbed depreciation of the Demerged Company for the period prior to the Appointed Date shall be apportioned between the Demerged Company and the Resulting Company in accordance with the provisions of Section 72A(4)(b) of the Income Tax Act and shall be allowed to be carried forward and set off in the hands of the respective Parties against their respective profits for the period after the Appointed Date without any specific approval or permission. The benefit in respect of the unutilised Minimum Alternate Tax credit and the carried forward interest



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deduction under Section 94B as on the Appointed Date, if any, in respect of or relating to the Demerged Undertaking shall be carried forward for allowance in the hands of the Resulting Company.

- 7.3 The benefits in respect of all Taxes deducted at source ("TDS"), Taxes collected at source ("TCS"), payments in respect of advance taxes, self-assessment Taxes, Tax on regular assessments made or otherwise recovered by the Appropriate Authorities on or after the Appointed Date in the name and PAN of the Demerged Company but relating to the profits, income or gains of the Demerged Undertaking shall be deemed to be the Taxes deducted, collected, paid, recovered, as the case may be, by or from the Resulting Company and the credit in respect thereof shall be available in the hands of the Resulting Company.
- 7.4 The Resulting Company shall be entitled to claim deduction under Section 43B of the Income Tax Act in respect of unpaid liabilities transferred to it as part of the Demerged Undertaking to the extent not claimed by the Demerged Company, as and when the same are paid by the Resulting Company subsequent to the Appointed Date.
- 7.5 The Resulting Company shall be entitled to claim deduction under Section 36(1)(vii) read with Section 36(2) of the Income Tax Act in respect of the debts as on the Appointed Date transferred to it as part of the Demerged Undertaking to the extent they are written off as irrecoverable by the Resulting Company as and when the same are so written off by the Resulting Company subsequent to the Appointed Date.
- 7.6 The Resulting Company shall be entitled to claim deduction under section 40(a) of the Income Tax Act in respect of the expenditure disallowed in the hands of the Demerged Company, if any, under that section prior to the Appointed Date and in respect of which the TDS liability is transferred to the Resulting Company as part of the liabilities of the Demerged undertaking as and when such TDS liability is discharged by the Resulting Company after the Appointed Date.
- 7.7 If the Demerged Company is entitled to any unutilized credits, benefits under the state or central fiscal / investment incentive schemes and policies or concessions relating to the Demerged Undertaking under any Tax Law or Applicable Law, the Resulting Company shall be entitled, as an integral part of this Scheme, to claim such benefit or incentives or unutilised credits, as the case may be, without any specific approval or permission and such benefit or incentives or unutilised credits, as the case may be, shall be available for utilisation to the Resulting Company in accordance with Applicable Law.
- 7.8 Upon the Scheme becoming effective, the Demerged Company and the Resulting Company shall have the right to revise / modify their respective financial statements and returns of income along with prescribed forms, filings, and annexures under the Tax Laws and to claim refunds and/or credit for Taxes paid and for matters incidental thereto, if required, to give effect to the provisions of this Scheme.
- 7.9 The Demerged Company shall be liable for any Tax Laws and shall be entitled to any refunds of Tax from Appropriate Authorities under Tax Laws, which, in each case, arise from the operation or activities of the Demerged Undertaking prior to the Appointed Date, regardless of whether such payments or receipts are provided or recorded in the books of the Demerged Company and whether such payments or receipts are due or realised on, before or after the Appointed Date; and even if the prescribed time limits for claiming such refunds or credits have lapsed.
- 7.10 The Resulting Company shall be liable for any Tax payable to Appropriate Authorities under Tax Laws and shall be entitled to refunds of any Tax from Appropriate Authorities under Tax Laws, which, in each case, arise from the operation or activities of the Demerged Undertaking on or after the Appointed Date, regardless of whether such payments or receipts are provided or recorded in the books of the Demerged Company and whether such payments or receipts are due or realised on, before or after the Appointed Date.
- 7.11 Any Tax incentives, subsidies, exemptions, special status, Tax benefits (including but not limited to




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export incentives, credits/ incentives in respect of income tax, sales tax, GST, turnover tax, excise duty, etc.), unutilized GST credits, duty drawbacks, and other benefits, credits, exemptions or privileges enjoyed, granted by an Appropriate Authority or availed of by the Demerged Company and/or benefits under incentive schemes and policies relating to the Demerged Undertaking shall, without any further act or deed, in so far as they relate to or are available for the operation and activities of the Demerged Undertaking on or after the Appointed Date and to the extent permissible under applicable Tax Laws, vest with and be available to Resulting Company on the same terms and conditions, as if the same had been originally allotted and/or granted and/or sanctioned and/or allowed to the Resulting Company. The Demerged Company and Resulting Company shall take such actions as may be necessary under Applicable Laws to effect such transfers.

- 7.12 Each of the Resulting Company and the Demerged Company shall be entitled to file/ revise /modify its income-tax returns, TDS/TCS certificates, TDS/TCS returns, GST returns and other statutory returns, notwithstanding that the period for filing/ revising such returns may have lapsed and to obtain TDS/TCS certificates, including TDS/TCS certificates relating to transactions between or amongst the Demerged Company and the Resulting Company and shall have the right to claim refunds, advance Tax credits, input Tax credit (if transferable), credits of all Taxes paid/withheld/ collected, if any, to the extent permissible under applicable Tax Laws as may be required consequent to implementation of this Scheme.
- 7.13 If the Demerged Company makes any payment to discharge any liabilities under Tax Laws that are the responsibility of the Resulting Company under Clause 7.10 above, the Resulting Company shall promptly pay or reimburse the Demerged Company for such payment. If the Resulting Company makes any payment to discharge any liabilities under Tax Laws that are the responsibility of the Demerged Company under Clause 7.10 above, the Demerged Company shall promptly pay or reimburse the Resulting Company for such payment.
- 7.14 If the Demerged Company receives any refunds under Tax Laws that the Resulting Company is entitled to receive under Clause 7.10 above, the Demerged Company shall promptly pay the Resulting Company the amount of refund so received. If the Resulting Company receives any refunds under Tax Laws that the Demerged Company is entitled to receive under Clause 7.10 above, the Resulting Company shall promptly pay the Demerged Company the amount of refund so received.
- 7.15 All the expenses incurred by Demerged Company and/or the Resulting Company in relation to the Scheme, shall be allowed as deduction to Demerged Company and the Resulting Company in accordance with the relevant provisions of the Income Tax Act.
- 7.16 The benefits and privileges available to the shareholders of the Demerged Company by virtue of their shareholding in the Demerged Company, including on account of being a listed company under the provisions of the Income Tax Act shall continue to be available to the shareholders of the Demerged Company post the effectiveness of the Scheme including those specifically conferred under the respective provisions of the Income Tax Act, allocation of cost of acquisition of shares between the Demerged Company and Resulting Company including grand fathering benefit for the purposes of Section 112A of the Income Tax Act read with Section 55(2)(ac) of the Income Tax Act, period of holding or any other deduction or concession available or conferred by the Income Tax Act or administrative or judicial pronouncements.
- 7.17 After the Appointed Date and upto the Effective Date, any Tax deposited, certificates issued or returns filed by the Demerged Company relating to the Demerged Undertaking shall continue to hold good as if such amounts were deposited, certificates were issued and returns were filed by Resulting Company.
- 7.18 Any actions taken by the Demerged Company to comply with Tax Laws (including payment of Taxes, maintenance of records, payments, returns, Tax filings, etc.) in respect of Demerged Undertaking on and from the Appointed Date up to the Effective Date shall be considered as adequate compliance by the Demerged Company with such requirements under Tax Laws and such actions shall be deemed to




constitute adequate compliance by Resulting Company with the relevant obligations under such Tax Laws.

- 7.19 Upon the Effective Date, all demands, claims, show cause notices, suits, actions, administrative proceedings, tribunal proceedings, Taxes and other related disputes resolution proceedings of whatsoever nature (including proceedings under the applicable GST law, however, excluding any proceedings under the provisions of the Income Tax Act), by or against the Demerged Company, pending on the Effective Date relating to the Demerged Undertaking shall not abate or be discontinued or be in any way prejudicially affected by reason of this Scheme or by anything contained in this Scheme but shall be continued and be enforced by or against Resulting Company with effect from the Effective Date in the same manner and to the extent as would or might have been continued and enforced by or against the Demerged Company. The Resulting Company shall be substituted in place of the Demerged Company or added as party to such prosecute or defend all such proceedings at its own cost, in cooperation with the Demerged Company and the liability of the Demerged Company shall stand nullified. The Demerged Company shall in no event be responsible or liable in relation to any such legal or other proceedings in relation to the Demerged Undertaking.
- 7.20 Notwithstanding anything contained hereinabove, if at any time after the Effective Date, the Demerged Company is in receipt of any demand, claim, notice and / or is impleaded as a party in any proceedings before any Appropriate Authority, in each case in relation to the Demerged Undertaking, the Demerged Company shall, in view of the transfer and vesting of the Demerged Undertaking pursuant to this Scheme, take all such steps in the proceedings before the Appropriate Authority to replace the Demerged Company with Resulting Company. However, if the Demerged Company is unable to get Resulting Company replaced in its place in such proceedings, the Demerged Company shall defend the same or deal with such demand in accordance with the advice of the Board of Resulting Company and such cost shall be borne by Resulting Company and the latter shall reimburse the Demerged Company all liabilities and obligations incurred by the Demerged Company in respect thereof.

8. CONSIDERATION

- 8.1 The consideration for the demerger of the Demerged Undertaking shall be the issue by the Resulting Company of 1 (one) fully paid-up equity share of the Resulting Company having face value of Rs 10 (Rupees Ten) each for every 1 (one) fully paid-up equity share of Rs 10 (Rupees Ten) each of the Demerged Company ("Resulting Company New Equity Shares").
- 8.2 Upon coming into effect of the Scheme and subject to the provisions of this Scheme, the Resulting Company shall, without any further application, act, deed, consent or instrument, issue and allot the Resulting Company New Equity Share(s) to the equity shareholders of the Demerged Company who hold fully paid-up equity shares of the Demerged Company and whose names are recorded in the register of members and/ or records of the depository on the Record Date.
- 8.3 The Resulting Company New Equity Shares shall be subject to the provisions of the memorandum of association and articles of association of the Resulting Company, including with respect to dividend, bonus, rights shares and voting rights attached to the Resulting Company New Equity Shares.
- 8.4 The Resulting Company New Equity Shares that are to be issued in terms of this Scheme shall be issued in dematerialised form. All those equity shareholders who hold shares of the Demerged Company in physical form shall receive the Resulting Company New Equity Shares in dematerialized form only, provided that the details of their account with the depository participant are intimated in writing to the Demerged Company and provided such intimation has been received by the Demerged Company at least 7 (seven) days before the Record Date. If no such intimation is received from any shareholder who holds shares of the Demerged Company in physical form 7 (seven) days before the Record Date, the Resulting Company shall keep such shares in abeyance / escrow account / with a trustee nominated by the Board of the Resulting Company for the benefit of such shareholders or shall be dealt with as provided under the Applicable Law and will be credited to the respective depository participant



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accounts of such shareholders as and when the details of such shareholder's account with the depository participant are intimated in writing to the Resulting Company and/or its registrar, if permitted under Applicable Law.

- 8.5 The Resulting Company New Equity Shares to be issued by the Resulting Company, pursuant to Clause 8 in respect of any shares of the Demerged Company which are held in abeyance under the provisions of Section 126 of the Act or which the Resulting Company is unable to issue due to non-receipt of relevant approvals or due to Applicable Laws or otherwise shall, pending allotment or settlement of dispute by order of Tribunal or any court or otherwise, be held in abeyance by the Resulting Company or shall be dealt with as provided under the Applicable Law.
- 8.6 The issue and allotment of the Resulting Company New Equity Shares is an integral part hereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act on the part of the Resulting Company or the Demerged Company or their shareholders and as if the procedure laid down under the Act and such other Applicable Law, were duly complied with. It is clarified that the approval of the members of the Resulting Company to this Scheme, shall be deemed to be their consent/approval for the issue and allotment of the Resulting Company New Equity Shares under applicable provisions of the Act.
- 8.7 The Resulting Company New Equity Shares to be issued by the Resulting Company in respect of the equity shares of the Demerged Company held in the unclaimed suspense account shall be credited to a new unclaimed suspense account created for shareholders of the Resulting Company.
- 8.8 In the event the Demerged Company restructures its share capital by way of share split or consolidation or any other corporate action before the Record Date, the share entitlement ratio set out in Clause 8.1 shall be suitably adjusted considering the effect of such corporate action without requirement of any further approval from shareholders or Appropriate Authority.
- 8.9 Notwithstanding anything to the contrary contained in this Scheme, the Demerged Company shall be able to raise capital (by issue of shares on rights basis or preferential basis, issue of convertible instruments or otherwise) as they may deem fit for their business requirements from time to time during the period between the approval of the Scheme by the Board of the Demerged Company and the Board of the Resulting Company and the Effective Date. There shall be no change in the share entitlement ratio set out in Clause 8.1 on account of such capital raise.
- 8.10 Upon the Scheme becoming effective but prior to the issue of the Resulting Company New Equity Shares, the authorised share capital of the Resulting Company shall stand altered and increased, without any further act, instrument or deed on the part of the Resulting Company as under:

Authorised Share Capital	
2,00,00,00,000 equity shares of INR 10 each	20,00,00,00,000
5,55,000 preference shares of INR 10 each	55,50,000
Total	20,00,55,50,000

- 8.11 Consequently, the existing capital clause of the Memorandum of Association of the Resulting Company shall without any act, instrument or deed be and stand altered, modified and amended and be replaced by the following clause:

"The Authorised Share Capital of the Company is ₹ 20,00,55,50,000/- (Rupees Two Thousand Crores and Fifty Five Lakhs Fifty Thousand only) consisting of 2,00,00,00,000 (Two Hundred Crore) equity shares of ₹ 10/- (Rupees Ten only) each and 5,55,000 (Five Lakh Fifty Five Thousand) preference shares of Rs. 10/- each, with a power to increase or reduce the capital of the Company in accordance with the provisions of the Companies Act, 2013 and to classify or reclassify the share capital."




- 8.12 It is clarified that the approval of the members of the Resulting Company to this Scheme, shall be deemed to be their consent/approval for the alteration of the Memorandum of Association under Sections 13, 61, 64 and other applicable provisions of the Act. The Resulting Company shall pay the requisite stamp duty and RoC fees and shall file the required returns/ information/ amended copy of the Memorandum of Association with the RoC to give effect to the alteration in the authorised share capital.
- 8.13 The Resulting Company shall apply for listing of its equity shares on the Stock Exchanges in terms of and in compliance of SEBI Schemes Master Circular and other relevant provisions as may be applicable. The Resulting Company New Equity Shares allotted by the Resulting Company in terms of Clause 8.2 above, pursuant to this Scheme, shall remain frozen in the depository system till listing/ trading permission is given by the designated Stock Exchange. Further, there shall be no change in the shareholding pattern of the Resulting Company between the Record Date and the listing of its equity shares which may affect the status of approval of the Stock Exchanges.
- 8.14 The Resulting Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Law for complying with the formalities of the Stock Exchanges.

9. ACCOUNTING TREATMENT

9.1 In the books of the Demerged Company

9.1.1 Notwithstanding anything to the contrary contained herein, the Demerged Company shall give effect to the demerger of the Demerged Undertaking in accordance with the accounting principles prescribed under the Companies (Indian Accounting Standards) Rules, 2015, as notified under Section 133 of the Act ("Ind AS"), as amended and on the date as determined under Ind AS. The accounting in the books of the Demerged Company is as follows:

- 9.1.1.1 The Demerged Company shall derecognise from its books of accounts, the carrying amount of assets and liabilities pertaining to the Demerged Undertaking;
- 9.1.1.2 The excess of the carrying amount of assets transferred over the carrying amount of liabilities transferred shall be debited to appropriate reserve within equity; and
- 9.1.1.3 The Demerged Company shall derecognise the carrying amount of investments in the Resulting Company cancelled pursuant to the Scheme.

9.2 In the books of the Resulting Company

9.2.1 Notwithstanding anything to the contrary contained herein, the Resulting Company shall account for the acquisition of the Demerged Undertaking in its books of accounts by applying the principles prescribed in Indian Accounting Standard 103, Business Combinations, Appendix C - Business combinations of entities under common control and other accounting principles prescribed under the Companies (Indian Accounting Standards) Rules, 2015 (Ind AS) as notified under Section 133 of the Companies Act, 2013 and on the date determined in accordance with Ind AS. The Resulting Company shall account for acquisition of Demerged Undertaking as follows:

- 9.2.1.1 Resulting Company shall recognise the assets and liabilities of the Demerged Undertaking, at their respective carrying amounts as appearing in the books of the Demerged Company;
- 9.2.1.2 The Resulting Company shall debit its share capital account in its books of account with the aggregate face value of the shares issued by the Resulting Company to the Demerged Company for cancelled shares and credit capital reserve for the same



amount;

9.2.1.3 The difference, if any, between the carrying amount of the net assets of the Demerged Undertaking acquired and the aggregate face value of the shares issued to the shareholders of the Demerged Company shall be adjusted to capital reserve;

9.2.1.4 The financial statements of the Resulting Company shall be restated in accordance with the requirements of Appendix C of Ind AS 103; and

9.3 Any matter not dealt with in this Clause 9 hereinabove shall be dealt with in accordance with the applicable Ind AS.

10. REDUCTION AND CANCELLATION OF ENTIRE PRE-SCHEME SHARE CAPITAL OF THE RESULTING COMPANY

10.1 Upon allotment of the Resulting Company New Equity Shares, the entire pre-scheme paid up share capital of the Resulting Company shall stand cancelled and reduced, without any consideration and without any further act, instrument or deed, which shall be regarded as reduction of share capital of the Resulting Company, pursuant to Sections 230 to 232 of the Act as an integral part of the Scheme and the Parties shall not be required to follow the process under Section 66 of the Act or any other provisions of Applicable Law separately. The aforesaid reduction of capital does not involve any diminution of liability in respect of any unpaid share capital or payment to any shareholder of any paid-up share capital or payment in any other form.

10.2 It is clarified that the approval of the members of the Resulting Company to this Scheme, shall be deemed to be their consent/approval for the reduction of the share capital of the Resulting Company under applicable provisions of the Act.

10.3 Notwithstanding the reduction in the share capital of the Resulting Company, the Resulting Company shall not be required to add "And Reduced" as suffix to its name.

11. REMAINING BUSINESS OF THE DEMERGED COMPANY

11.1 The Remaining Business of the Demerged Company shall continue to belong to and be owned and managed by the Demerged Company. The Demerged Company shall continue to be liable to perform and discharge all its liabilities and obligations in relation to the Remaining Business of the Demerged Company and the Resulting Company shall not have any liability or obligation in relation to the Remaining Business of the Demerged Company.

11.2 If the Resulting Company is in receipt of any demand, claim, notice and/or is impleaded as a party in any proceedings before any Appropriate Authority, in each case in relation to the Remaining Business of the Demerged Company, the Resulting Company shall take all such steps in the proceedings before the Appropriate Authority to substitute the Resulting Company with the Demerged Company. However, if the Resulting Company is unable to replace the Demerged Company in such proceedings, the Resulting Company shall defend the same or deal with such demand at the cost of the Demerged Company and the latter shall reimburse the Resulting Company, against all liabilities and obligations incurred by or against the Resulting Company, in respect thereof.

12. AMENDMENT TO ARTICLES OF ASSOCIATION OF THE RESULTING COMPANY

12.1 The articles of association of the Resulting Company, if required, shall stand amended and restated to comply with the provisions required for listed company.

12.2 The amendments pursuant to this Clause 12 shall become operative upon the effectiveness of the Scheme by virtue of the fact that the shareholders of the Resulting Company, while approving the



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Scheme as a whole, have approved and accorded the relevant consents as required under the Act for amendment of the articles of association of the Resulting Company and shall not be required to pass separate resolutions under Section 14 or any other applicable provisions of the Act.

13. VALIDITY OF EXISTING RESOLUTIONS

Upon the coming into effect of the Scheme, the resolutions, if any, passed by the Demerged Company relating to the Demerged Undertaking, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions passed by the Resulting Company, and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, such limits shall be added to the limits, if any, under like resolutions passed by the Resulting Company, and shall constitute the aggregate of the said limits in the Resulting Company.

PART III

GENERAL TERMS AND CONDITIONS

14. WRONG POCKET ASSETS

- 14.1 Subject to Clause 15 and unless otherwise specified in the terms of the Scheme, no part of the Demerged Undertaking, shall be retained by the Demerged Company after the Effective Date pursuant to the Scheme. If any part of any of the Demerged Undertaking is inadvertently not transferred to the Resulting Company on the Effective Date pursuant to the Scheme, the Demerged Company shall take such actions as may be reasonably required to ensure that such part of the relevant Demerged Undertaking, as the case may be, is transferred to the Resulting Company promptly and for no further consideration, and without any Tax implications. The Demerged Company shall bear all costs and expenses as may be required to be incurred by each of the Demerged Company or the Resulting Company, for giving effect to this Clause.
- 14.2 No part of the Remaining Business of the Demerged Company shall be transferred to the Resulting Company pursuant to the Scheme. If any part of the Remaining Business of the Demerged Company is inadvertently held by the Resulting Company after the Effective Date, the Resulting Company shall take such actions as may be reasonably required to ensure that such part of the Remaining Business of the Demerged Company is transferred back to the Demerged Company, promptly and for no consideration, and without any Tax implications. The Resulting Company shall bear all costs and expenses as may be required to be incurred by each of the Demerged Company or the Resulting Company for giving effect to this Clause.
- 14.3 If the Demerged Company realizes any amounts after the Effective Date that form part of the Demerged Undertaking, it shall immediately make payment of such amounts to the Resulting Company. It is clarified that all receivables relating to the Demerged Undertaking, for the period prior to the Effective Date, but received after the Effective Date, relate to the Demerged Undertaking and shall be paid to the Resulting Company for no additional consideration, and without any Tax implications. If the Resulting Company realizes any amounts after the Effective Date that pertains to the Remaining Business of the Demerged Company, the Resulting Company shall immediately pay such amounts to the Demerged Company. Similarly, if the Demerged Company discharges any Demerged Liability after the Effective Date, the Resulting Company shall make payment of such amounts to the Demerged Company.

15. RESIDUAL PROVISIONS

- 15.1 Notwithstanding anything contained in this Scheme, on or after the Effective Date, as the case may be, until any property, asset, Permits and rights and benefits arising therefrom pertaining to the Demerged Undertaking is transferred, vested, recorded, effected and/ or perfected, in the records of any Appropriate Authority, regulatory bodies or otherwise, in favour of the Resulting Company, the




Resulting Company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the Permit as if it were the owner of the property or asset or as if it were the original party to the Permit. It is clarified that till entry is made in the records of the Appropriate Authorities and till such time as may be mutually agreed by the Parties, the Demerged Company will continue to hold the property and/or the asset, Permit and rights and benefits arising therefrom, in trust for and on behalf of the Resulting Company.

- 15.2 Without prejudice to the aforesaid, it is clarified that if any assets (estate, claims, rights, title, interest in or relating to such assets) or any contract, deeds, bonds, agreements, schemes, tenders, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking which the Demerged Company owns or to which the Demerged Company is a party to, cannot be transferred to or vested in the Resulting Company for any reason whatsoever:

15.2.1 The Demerged Company shall hold such asset or contract, deeds, bonds, agreements, schemes, tenders, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company, in so far as it is permissible so to do, till such time as their transfer or vesting in the Resulting Company is effected;

15.2.2 The Demerged Company and the Resulting Company shall, however, between themselves, treat each other as if all contracts, deeds, bonds, agreements, schemes, tenders, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking had been transferred to the Resulting Company on the Effective Date; and

15.2.3 The Resulting Company shall perform or assist the Demerged Company in performing all of the obligations under those contracts, deeds, bonds, agreements, schemes, tenders, arrangements or other instruments of whatsoever nature, to be discharged after the Effective Date.

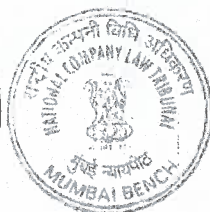
15.2.4 It is clarified that the Demerged Company and the Resulting Company may enter into contracts or arrangements, as may be required to give effect to the provisions of this Clause 15.1 and that any such transfer under the provisions hereof shall be deemed to be with effect from the Appointed Date as an integral part of the Scheme.

15.2.5 The mechanism or arrangement between the Demerged Company and Resulting Company, pursuant to this Clause, after the Effective Date, shall be based on the following principles (i) the Demerged Company shall not be responsible for performance of any obligations or for any Demerged Liabilities and shall not be entitled to any rights or to receive any benefits whatsoever in relation to the Demerged Undertaking; (ii) the rights and liabilities in connection with the Demerged Undertaking, shall rest and be borne entirely and exclusively by Resulting Company, in each case, subject to any specific agreement executed by the Parties in accordance with Clause 16 below.

16. ADDITIONAL ARRANGEMENTS

- 16.1 The MFL Business has various inter-dependencies with the Remaining Business of the Demerged Company for which appropriate contracts / arrangements will be entered into between the Demerged Company and the Resulting Company prior to Effective Date, including *inter alia* for sharing of infrastructural facilities, usage of assets (whether moveable or immoveable) including intellectual property and services relating to information technology, legal, administrative, accounting, tax, treasury amongst others.

- 16.2 The Demerged Company has certain existing arrangements with certain third parties, which are important for the efficient functioning of the Resulting Company. These arrangements will be continued with the Resulting Company and the Resulting Company may enter into appropriate arrangements with the Demerged Company or such third parties for continuity of such arrangements.




- 16.3 The approval of this Scheme by the shareholders of the Resulting Company and the Demerged Company shall be deemed to constitute due compliance with Section 188 and any other applicable provisions of the Act, Regulation 23 and any other applicable provision of the SEBI LODR Regulations and the articles of association of the Resulting Company and the Demerged Company for the purposes of this Clause 16, and no further action under the Act, the SEBI LODR Regulations or the articles of association of the Resulting Company and the Demerged Company shall be separately required.

17. BUSINESS UNTIL THE EFFECTIVE DATE

- 17.1 With effect from the date of approval of this Scheme by the respective Boards of the Parties and up to and including the Effective Date:

17.1.1 The Demerged Company shall carry on the business of the Demerged Undertaking with reasonable diligence and business prudence and in the same manner as it had been doing hitherto; and

17.1.2 The Parties (with respect to the Demerged Undertaking) shall be entitled, pending the sanction of this Scheme, to apply to the Appropriate Authorities concerned as necessary under Applicable Law for such Permits which the Resulting Company may require to carry on the MFL Business and to give effect to this Scheme.

- 17.2 With effect from the Appointed Date and up to and including the Effective Date:

17.2.1 The Demerged Company shall be deemed to have been carrying on and shall carry on its business and activities of the Demerged Undertaking and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the assets of the Demerged Undertaking for and on account of, and in trust for the Resulting Company;

17.2.2 All profits or income arising or accruing to the Demerged Company with respect to the Demerged Undertaking and all Taxes paid thereon (including but not limited to advance tax, tax deducted or collected at source, minimum alternate tax, dividend distribution tax, securities transaction tax, taxes withheld/ paid in a foreign country, etc.) or losses arising or incurred by the Demerged Company with respect to the Demerged Undertaking shall, for all purposes, be treated as and deemed to be the profits or income, Taxes or losses, as the case may be, of the Resulting Company;

17.2.3 All loans raised and all liabilities and obligations incurred by the Demerged Company with respect to the Demerged Undertaking, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the Resulting Company and to the extent they are outstanding on the Effective Date, shall also, without any further act or deed be and be deemed to become the debts, liabilities, duties and obligations of the Resulting Company; and

17.2.4 The Parties shall be entitled, pending the sanction of the Scheme, as may be mutually agreed between them, to apply to the Appropriate Authorities concerned as necessary under Applicable Law for such Permits which the Resulting Company may require to carry on the MFL Business of the Demerged Company and to give effect to the Scheme.

18. APPLICATIONS/PETITIONS TO THE TRIBUNAL

The Parties shall make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act before the Tribunal, for sanction of this Scheme under the provisions of the Act.

19. MODIFICATION OR AMENDMENTS TO THIS SCHEME



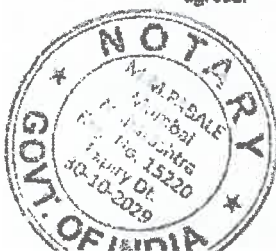
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- 19.1 The Board of Parties may make any modifications or amendments to this Scheme at any time and for any reason whatsoever, or which may otherwise be considered necessary, desirable or appropriate. The Board of the Parties may consent to any conditions or limitations that the Tribunal or any other Appropriate Authority may impose.
- 19.2 For the purposes of giving effect to this Scheme or to any modification hereof, the Board of the Demerged Company or the Board of the Resulting Company, acting jointly or individually, as may be relevant, (i) give such directions including directions for settling any question or difficulty that may arise and such directions shall be binding on the Resulting Company as if the same were specifically incorporated in this Scheme, (ii) do all such acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect.

20. CONDITIONS PRECEDENT

- 20.1 This Scheme is conditional upon and subject to the following conditions precedent:
- 20.1.1 The Stock Exchanges having issued their observation / no-objection letters as required under the SEBI LODR Regulations read with the SEBI Schemes Master Circular and the SEBI Debt Circular;
- 20.1.2 This Scheme being approved by the respective requisite majorities of the various classes of (a) creditors (where applicable) of the Demerged Company and the Demerged Company Members; and (b) members and creditors (where applicable) of the Resulting Company, as required under the Act, subject to any dispensation of holding and convening meetings of members and creditors, that may be granted by the Tribunal;
- 20.1.3 the fulfilment, satisfaction or waiver (as the case may be) of any approvals or conditions mutually agreed by the Parties as required for completion of transactions contemplated under this Scheme;
- 20.1.4 Sanction of the Scheme by the Tribunal under Sections 230 to 232 of the Act and receipt of certified copy of the Sanction Order; and
- 20.1.5 The certified copy of the Sanction Order having been filed by the Parties with the RoC.
- 20.2 The Scheme shall not come into effect unless the aforementioned conditions mentioned in Clause 20.1 above are satisfied (or to the extent permissible under Applicable Law, waived by the Demerged Company) and in such an event, no rights and liabilities stated under this Scheme shall accrue to or be incurred inter se the Demerged Company and the Resulting Company or their respective shareholders or creditors or employees or any other Person.
- 20.3 On the approval of this Scheme by the shareholders of the Parties and such other classes of persons relating to the Parties, if any, such shareholders and classes of persons, shall also be deemed to have resolved and accorded all relevant consents under the Act or SEBI LODR Regulations or otherwise, to the same extent applicable to all the matters related to or arising pursuant to the Scheme and this Scheme itself.
- ## 21. WITHDRAWAL OF THIS SCHEME
- 21.1 The Demerged Company and the Resulting Company, acting jointly, shall be at liberty to withdraw the Scheme, as may be mutually agreed by the respective Boards of the Parties at any time before the Effective Date. In the event of withdrawal, no rights and liabilities whatsoever shall accrue to or be incurred by the respective Parties or their shareholders or creditors or employees or any other Person. In such case, each of the Parties shall bear its own costs and expenses or as may be otherwise mutually agreed.



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22. IMPACT OF THE SCHEME ON HOLDERS OF DEMERGED COMPANY NCDs

- 22.1 Pursuant to this Scheme, there will be no change in terms and conditions of the Demerged Company NCDs. Details of the Demerged Company NCDs listed on BSE are set out in Schedule A. Transferring NCDs as set out in Schedule A hereto, form part of the Demerged Undertaking and will be transferred to the Resulting Company pursuant to this Scheme.
- 22.2 Safeguards for the protection of holders of NCDs of the Parties: Pursuant to the Scheme, the holders of Transferring NCDs as on the Effective Date will be transferred to the Resulting Company on same terms, including the coupon rate, tenure, redemption price, quantum, ranking nature of security, etc. Further, the holders of Retained NCDs as on the Effective Date will continue to hold NCDs of the Demerged Company, without any interruption, on same terms, including the coupon rate, tenure, redemption price, quantum, and nature of security, ISIN, etc..
- 22.3 The Demerged Company NCDs, as on the Effective Date, will continue to be freely tradable and listed on BSE, thereby providing exit option and liquidity to the holders of such NCDs.
- 22.4 In view of the provisions of this Clause 22 above, the Scheme will not have any adverse impact on the holders of the Demerged Company NCDs.

23. COSTS AND EXPENSES

All costs, charges and expenses payable in relation to or in connection with this Scheme and incidental to the completion of the transfer and vesting of the Demerged Undertaking in the Resulting Company, in pursuance of this Scheme including stamp duty on the order(s) of the Tribunal, if any, to the extent applicable and payable shall be borne and paid as mutually agreed between the Boards of the Parties.

24. SEVERABILITY

- 24.1 The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to, only if the Scheme is approved in its entirety and given effect to in accordance with the terms of the Scheme, except to the extent that the Parties may otherwise agree in writing.
- 24.2 Subject to Clause 24.1 above, if any part of this Scheme is found to be unworkable or unenforceable for any reason whatsoever, then it is the intention of the Parties that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to the Parties, in which case the Parties, acting through their respective Boards, shall attempt to bring about a modification in this Scheme, as will best preserve for the Parties, the benefits and obligations of this Scheme, including but not limited to such part, which is invalid, ruled illegal or rejected by the Tribunal or any court of competent jurisdiction, or unenforceable under present or future Applicable Laws.

25. SAVING OF CONCLUDED TRANSACTIONS

Nothing in this Scheme shall affect any transaction or proceedings already concluded or liabilities incurred by the Demerged Company in relation to the Demerged Undertaking until the Effective Date, to the end and intent that the Resulting Company shall accept and adopt all acts, deeds and things done and executed by the Demerged Company in respect thereto as done and executed on behalf of the Resulting Company.



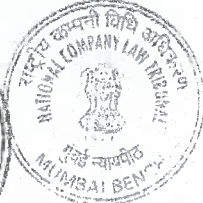
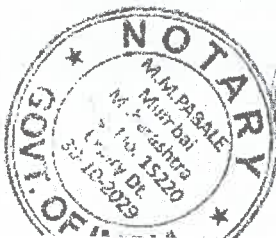
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SCHEDULE A
DETAILS OF DEMERGED COMPANY NCDs

	NCD 1	NCD 2	NCD 3
ISIN	INE647O08107	INE647O08115	INE647O08123
Face Value (INR)	10,00,000	1,00,000	1,00,000
Dividend / Coupon	Coupon	Coupon	Coupon
Terms of payment of dividends/ coupon including frequency, etc.	Annual Coupon with the coupon rate of 5.80%	Annual Coupon with the coupon rate of 7.80%	Annual Coupon with the coupon rate of 7.57%
Credit Rating	AA/Stable	AA/Positive	AA+/Stable
Tenure / Maturity	3 years	3 years	7 years
The terms of redemption	Interest to be paid annually and principle payable at maturity	Interest to be paid annually and principle payable at maturity	Interest to be paid annually and principle payable in 3 annual instalments at the end of 5 th , 6 th and 7 th year
Amount of redemption	INR 4,00,00,00,000 (Indian Rupees Four Hundred Crores Only)	INR 5,00,00,00,000 (Indian Rupees Five Hundred Crores Only)	INR 7,50,00,00,000 (Indian Rupees Seven Hundred Fifty Crores Only)
Date of redemption	09 September 2024	30 January 2026	12 September 2030
Redemption premium/ discount	NA	NA	NA
Early redemption scenarios, if any	Yes, in case the credit rating is downgraded to A	Yes, in case the credit rating is downgraded to A	Yes, in case the credit rating is downgraded to A+ or below
Other embedded features (put option, call option, dates, notification times, etc.)	NA	NA	NA
Other terms of instruments	As per Private Placement Offer letter dated September 6, 2021 and Debenture Trust Deed dated September 14, 2021	As per Private Placement Offer letter dated January 24, 2023 and Debenture Trust Deed dated January 31, 2023	As per Private Placement Offer letter dated September 11, 2023 and Debenture Trust Deed dated September 7, 2023
Latest audited financials along with notes to	https://www.abfri.com/		




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	NCD 1	NCD 2	NCD 3
accounts and any audit qualifications			
Fairness Report	https://www.abfml.com/		
An auditors' certificate certifying the payment / repayment capability of the resulting entity	NA	https://www.abfml.com/	NA
Any other information/details pertinent for holders of NCDs	As per Private Placement Offer letter dated September 6, 2021 and Debenture Trust Deed dated September 14, 2021	As per Private Placement Offer letter dated January 24, 2023 and Debenture Trust Deed dated January 31, 2023	As per Private Placement Offer letter dated September 11, 2023 and Debenture Trust Deed dated September 7, 2023
Name of debenture trustee	Axis Trustee Services Limited	Axis Trustee Services Limited	Axis Trustee Services Limited

Certified True Copy
For Aditya Birla Lifestyle Brands Limited

[Signature]
Company Secretary



[Signature]



Certified True Copy _____
Date of Application 28/03/2025
Number of Pages 29
Fee Paid Rs. 145/-
Applicant date of collection copy on 22/04/2025
Copy prepared on 22/04/2025
Copy Issued on 22/04/2025

[Signature] 22/4/25

