

COMPOSITE SCHEME OF ARRANGEMENT

**(UNDER SECTIONS 230 TO 232 READ WITH SECTION 234 OF THE (INDIAN) COMPANIES
ACT, 2013)**

BETWEEN

FASHNEAR TECHNOLOGIES PRIVATE LIMITED
(FTPL or the Transferee Company)

AND

MEESHO GROCERY PRIVATE LIMITED
(Resultant Company 1)

AND

MEESHO TECHNOLOGIES PRIVATE LIMITED
(Resultant Company 2)

AND

MEESHO INC.
(Transferor Company)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS



PART - I

1. OVERVIEW, OBJECTIVES AND BENEFITS OF THIS SCHEME

1.1 Brief overview of each of the companies involved in this Scheme

1.1.1 Meesho Inc. ("Transferor Company")

- (i) The Transferor Company is a company/corporation duly organised and validly existing under the provisions of the General Corporation Law of the State of Delaware, United States of America ("DGCL") and having its registered office at 1013 Centre Road, Suite 403 - B, in the city of Wilmington, county of New Castle, 19805-1270.
- (ii) The business of the Transferor Company is to invest in and hold the securities of its subsidiaries.

1.1.2 Fashnear Technologies Private Limited ("FTPL" or the "Transferee Company")

- (i) The Transferee Company is a private limited company incorporated under the laws of India having its registered office at 3rd Floor, Wing-E, Helios Business Park, Kadubeesanahalli Village, Varthur Hobli, Outer Ring Road, Bellandur, Bangalore, Bangalore South, Karnataka, India - 560 103. The Company Identification Number of the Transferee Company is U74900KA2015PTC082263. The Permanent Account Number of the Transferee Company is AACCF6368D.
- (ii) The Transferee Company is primarily engaged in the business of operating an e-commerce marketplace platform and the associated mobile application in India, which facilitates sale and purchase of goods between the suppliers of goods, and the buyers of goods. In addition, FTPL undertakes associated marketing, payment collections, order management, enquiry management and other incidental services to facilitate orders between the suppliers and the customers as well as the resellers. Further, FTPL provides certain services to its suppliers including facilitation of logistics services, advertisement services and account management, and includes the Valmo Business.

1.1.3 Meesho Grocery Private Limited ("Resultant Company 1")

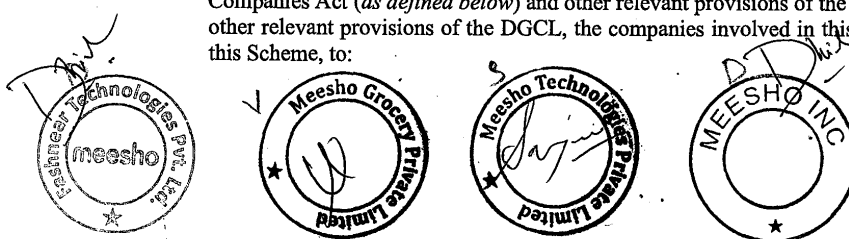
- (i) Resultant Company 1 is a private limited company incorporated under the laws of India having its registered office at 3rd Floor, Wing-E, Helios Business Park, Kadubeesanahalli Village, Varthur Hobli, Outer Ring Road, Bellandur, Bangalore, Bangalore South, Karnataka, India - 560 103. The Company Identification Number of the Resultant Company 1 is U46499KA2024PTC186369. The Permanent Account Number of the Resultant Company 1 is AACRM9151A.
- (ii) The Resultant Company 1 has been incorporated to carry on the business of offering technology services and online/offline retail/wholesale/trade/export of groceries, household products, accessories, toys, consumer needs including branded and unbranded products in India and outside India.

1.1.4 Meesho Technologies Private Limited ("Resultant Company 2")

- (i) The Resultant Company 2 is a private limited company incorporated under the laws of India having its registered office at 3rd Floor, Wing-E, Helios Business Park, Kadubeesanahalli Village, Varthur Hobli, Outer Ring Road, Bellandur, Bangalore, Bangalore South, Karnataka, India - 560 103. The Company Identification Number of the Resultant Company 2 is U62099KA2024PTC1865689. The Permanent Account Number of the Resultant Company 2 is AACRM9332R.
- (ii) The Resultant Company 2 has been incorporated to carry on the business of e-commerce by creating a technology platform for creation of online catalogue of fashion, apparel, textiles and consumer goods.

1.2 Overview, Benefits and Objectives of this Scheme

- 1.2.1** Pursuant to and under the provisions of Sections 230 to 232 read with Section 234 of the Indian Companies Act (as defined below) and other relevant provisions of the Indian Companies Act and other relevant provisions of the DGCL, the companies involved in this Scheme propose, through this Scheme, to:



- (i) demerge: (a) the Grocery Undertaking (*as defined below*) of FTPL to the Resultant Company 1; and (b) the E-comm Undertaking (*as defined below*) to the Resultant Company 2, with effect from the Appointed Date 1 (*as defined below*); and
- (ii) subsequent to the demerger set out above in Clause 1.2.1(i), amalgamate the Transferor Company into and with the Transferee Company, with effect from the Appointed Date 2 (*as defined below*).

1.2.2 This Scheme is segregated into the following eight (8) parts.

- (i) Part-I sets forth the overview, objectives and benefits of this Scheme;
- (ii) Part-II sets forth the capital structure of the companies involved in this Scheme;
- (iii) Part-III deals with the demerger of the Grocery Undertaking of FTPL into the Resultant Company 1, in accordance with Section 2(19AA) of the Income Tax Act, 1961 and in accordance with Chapter XV of the Indian Companies Act;
- (iv) Part-IV deals with the demerger of the E-comm Undertaking of FTPL into the Resultant Company 2, in accordance with Section 2(19AA) of the Income Tax Act, 1961 and in accordance with Chapter XV of the Indian Companies Act;
- (v) Part-V deals with the Residual Undertaking of FTPL;
- (vi) Part-VI deals with the amalgamation of the Transferor Company into and with the Transferee Company, in accordance with Section 2(1B) read with Section 47 of the IT Act (*as defined below*) and Sections 230 to 232 read with Section 234 of the Indian Companies Act (*as defined below*);
- (vii) Part-VII deals with the procedure relating to the Transferor Company under the DGCL; and
- (viii) Part-VIII deals with the general terms and conditions applicable to this Scheme.

1.2.3 The Board of Directors of the Transferor Company, FTPL/Transferee Company and the Resultant Companies believe that this Scheme is commercially viable, feasible, fair, reasonable and in the best interest of the stakeholders of each of the companies involved in this Scheme, *inter alia*, for the reasons explained below:

- (i) Streamlining the corporate organisational structure by eliminating cross border management or control structure. This will provide several benefits, including enhanced managerial and board focus, reduction in the multiplicity of legal and regulatory compliances, simplification and elimination of cross border inter-company transactions, costs rationalisation and enhancement of the efficiency and control of the shareholders. This, in turn, will assist shareholders and investors in better understanding and evaluating the structure, with the Resultant Companies being more attractive to investors for raising capital and engagement of shareholders for pursuing a potential initial public offering in India.
- (ii) The Grocery Undertaking, E-comm Undertaking and the Residual Undertaking have significant potential for growth. This Scheme will allow each of the Grocery Undertaking, the E-comm Undertaking and the Residual Undertaking, to operate as an independent, self-sufficient and standalone undertaking and will result in such business undertakings continuing to function with efficiency and efficacy and synergies with a seamless transition, thereby limiting the risk to other businesses within the group.
- (iii) This Scheme is expected to result in more accurate and higher valuations for each of the Grocery Undertaking, the E-comm Undertaking and the Residual Undertaking, due to focused expertise, expected lower risk profile and the financial performance of each of the Resultant Company 1 and the Resultant Company 2. Accordingly, pursuant to this Scheme, each of the Grocery Undertaking and the E-comm Undertaking will be able to independently raise capital with commercial terms corresponding to its scale and operations. Potential investors will have the ability to with ease: (a) raise capital independently for different business verticals; and (b) invest/divest stake in some and not all business verticals thereby limiting such investor's exposure to a particular business vertical.

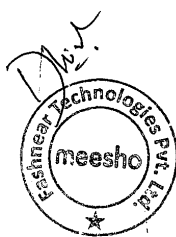


- (iv) This Scheme will involve segregation of businesses into separate entities which will consequently result in: (a) enabling focused approach on each of the Grocery Undertaking, the E-comm Undertaking and the Residual Undertaking; (b) providing scope for independent growth, collaboration and expansion of such segregated business verticals, including for enhancing their valuations and efficient capital allocation; and (c) enabling operational rationalisation, better administrative efficiency and optimum utilisation of resources, such as meeting their respective customer's needs, priorities and developing their own network of alliances and talent models that are critical to success.
- (v) This Scheme will provide diversity in decisions regarding use of cash flows and exploring various opportunities.

1.3 Definitions

In this Scheme, the following capitalised words and expressions have the meanings set forth below:

- 1.3.1 **"Applicable Laws"** means all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, administrative orders, directions, directives, decisions, orders, executive orders, decrees, judicial decisions, orders or approvals of, or agreements with, any governmental authority or other similar directives made pursuant to such laws, as may be in force from time to time in India and United States of America, as applicable;
- 1.3.2 **"Appointed Date 1"** means 31 March 2024 and shall be the date from which each of Part-III and Part-IV of this Scheme shall be deemed to be effective;
- 1.3.3 **"Appointed Date 2"** means Effective Date 2, and shall be the date from which each of Part-VI and Part-VII of this Scheme shall be deemed to be effective;
- 1.3.4 **"Board"** or **"Board of Directors"**, in relation to the companies involved in this Scheme, means their respective board of directors. Unless repugnant to the context or meaning thereof, the term 'Board' includes any committee(s) constituted/to be constituted or any other person authorised/to be authorised by the respective board of directors or any committee thereof to exercise its powers including the powers in terms of this Scheme;
- 1.3.5 **"DGCL"** means the General Corporation Law of the State of Delaware, United States of America;
- 1.3.6 **"E-comm CCPS"** has the meaning assigned to such term in Clause 4.4.2;
- 1.3.7 **"E-comm CCPS Tenure"** has the meaning assigned to such term in **Schedule 8**;
- 1.3.8 **"E-comm Demerger Consideration Notice"** has the meaning assigned to such term in Clause 4.4.5;
- 1.3.9 **"E-comm Demerger Consideration Shares"** has the meaning assigned to such term in Clause 4.4.3;
- 1.3.10 **"E-comm Demerger Share Entitlement Ratio"** has the meaning assigned to such term in Clause 4.4.3;
- 1.3.11 **"E-comm Equity"** has the meaning assigned to such term in Clause 4.4.2;
- 1.3.12 **"E-comm Undertaking"** means the e-commerce business of FTPL which comprises of: (a) operating an e-commerce marketplace platform and the associated mobile application in India, which facilitates sale and purchase of goods between the suppliers and the buyers of goods; (b) rendering associated marketing, payment collections, order management, enquiry management and other incidental services to facilitate orders between the suppliers and the customers as well as the resellers; and (c) rendering logistics services, advertisement services and account management, and *inter alia*, includes all the assets and property of the e-commerce business and all the liabilities relating to the e-commerce business immediately before the demerger, including those appearing in the reference balance sheet set out at **Schedule 1**, being transferred by FTPL to become the property, assets and liabilities of the Resultant Company 2 by virtue of the demerger, all of which constitutes the undertaking as a going concern basis, subject to any assets, property or liabilities transferred in the ordinary course of business. It is clarified that the E-comm Undertaking comprises of the following assets/liabilities, which together constitute a business activity:
 - (i) all the licences, approvals, permits and marketing authorisations and any other licenses (including the licenses granted by any governmental, statutory or regulatory bodies



pertaining to the E-comm Undertaking or in connection therewith and all existing files and dossiers (in any form and on any support) related to or supporting such licenses or marketing authorisations, including pending applications), permissions, approvals, consents, exemptions, registrations, no-objection certificates, quotas, rights, entitlements, certificates, tenancies, for the time being in force, benefit of any exemptions, privileges and benefits of all contracts, agreements and all other rights including lease rights, memberships, powers and facilities of every kind and description whatsoever pertaining to the E-comm Undertaking;

- (ii) any and all assets and property relating to or arising from the activities and operations of the E-comm Undertaking (whether movable or immovable, real or personal, corporeal or incorporeal, present, future, contingent, tangible or intangible), including but not limited to inventory (including all raw material inventory, work-in-process inventory, goods in transit and finished products inventory), office buildings, plant and machinery, capital work-in-progress, furniture, fixtures, office equipment, computer software and licenses, appliances, accessories, vehicles, cash and bank balance, current assets, sundry debtors, all outstanding loans, deposits, provisions, advances, receivables, funds, leases and sub-leases of all kinds of property, licences, tenancy rights, right of way, premises, hire purchase and lease arrangements, benefits of agreements, contracts and arrangements, insurance policies (other than those taken for FTPL as a whole or without reference to specific assets relating to the E-comm Undertaking), authorisations, registrations, quotas, permits, allotments, all kinds of approvals, whether statutory or otherwise including by any central or state government or other local authority, consents, privileges, liberties, advantages, easements, exemptions, incentives receivable under Applicable Laws or in terms of certain schemes or policies of the Government of India or any state government, including in relation to any Taxes and all the rights, title, interests, benefits, entitlement and advantages, contingent rights or benefits belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by FTPL with respect to the E-comm Undertaking and all other interests in connection with or relating to the E-comm Undertaking, continuing rights, title and interests in connection with any land (together with the buildings and structures standing thereon), whether freehold or leasehold, relating to the E-comm Undertaking, and plant, machinery, equipment, whether leased or otherwise, relating to the E-comm Undertaking;
- (iii) all debts, liabilities, provisions, including contingent liabilities, present or future, relating to, or arising out of the activities or operations of the E-comm Undertaking, including specific loans and borrowings (if any), term loans from banks and financial institutions (if any), such liabilities raised, incurred and/or utilised solely for the activities or business or operation of the E-comm Undertaking, bank overdrafts (if any), working capital loans and liabilities, amounts due to small scale industrial undertakings, whether secured or unsecured, all guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, secured or unsecured, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), pertaining to the E-comm Undertaking;
- (iv) all deposits and balances with government, quasi-government, local and other authorities and bodies, customers and other persons, earnest monies and/or security deposits paid or received by FTPL directly or indirectly in connection with and pertaining to the E-comm Undertaking;
- (v) amount of liabilities other than those referred to above, being the amounts of general or multipurpose borrowings of the E-comm Undertaking, if any, allocated to the E-comm Undertaking, in the same proportion which the value of the assets included in the E-comm Undertaking and being transferred under this Scheme bear to the total value of the assets of FTPL immediately before giving effect to this Scheme;
- (vi) any and all investments of all kinds (including shares whether in dematerialised or physical form, scripts, stocks, bonds, debenture stock, units, pass through certificates or security receipts) connected with and pertaining to the E-comm Undertaking, all cash balances with the banks, money at call and short notice, loans, advances, contingent rights or benefits, securitised assets, receivables, benefits of assets or properties or other interest held in trust, benefit of any security arrangements, authority, allotments, approvals, reversions, buildings, structures and offices held for the benefit of or enjoyed by the E-comm Undertaking or to which the E-comm Undertaking may be entitled;



- (vii) any and all permits, approvals, authorisations, rights to use and avail of telephones, telexes, facsimiles, e mail, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programmes, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and other records in connection with or in relation to the E-comm Undertaking;
- (viii) all records relating to the E-comm Undertaking, including without limitation all current and historical books, records, reports and other documents and information that pertain to business plans, budgets, financial and accounting data, brand insights and research, intellectual property, suppliers, manufacturing, customers, research and development of the E-comm Undertaking's products, devices and services, invoices, marketing and advertising operations, policies, procedures, techniques, systems, employee handbooks or manuals, training materials, operating manuals and documentation, and production manuals and documentation, in any form and on any support;
- (ix) the employees of the E-comm Undertaking as on the Effective Date 1, including all staff, workmen and employees of FTPL employed in connection with or proposed to be reassigned to a position in relation to the E-comm Undertaking, and gratuity, employee insurance, provident fund contribution, superannuation benefits, any other liabilities, employee welfare benefits and applicable collective bargaining agreements associated with such employees of the E-comm Undertaking;
- (x) all insurance policies, obtained in relation to the assets, directors, employees or operations of the E-comm Undertaking, by FTPL, whether or not updated to include the Resultant Company 2;
- (xi) all intellectual property and rights thereto (including the right to use), whether registered or unregistered, along with all rights of commercial nature including registrations, goodwill and licenses, trademarks, service marks, copyrights (including software codes, flow charts, descriptions and other work products and documentation such as user manuals and training materials) and domain names, applications for copyrights, trade names and trademarks, of FTPL pertaining to the E-comm Undertaking, as more particularly identified in **Schedule 2**;
- (xii) all contracts, agreements, licenses, leases, sub-leases, memoranda of undertakings, memoranda of agreements, memoranda or letters of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, service agreements, sales orders, purchase orders or other instruments of whatsoever nature to which FTPL is a party, exclusively relating to the E-comm Undertaking;
- (xiii) all Tax Credits, including but not limited to CENVAT credits, refunds, reimbursements, claims, deferred tax benefits, set-offs, advance tax, tax deducted at source, tax collected at source, scrips/drawbacks availed under any export-related schemes of the government, exemptions, benefits under the IT Act, service tax laws, laws relating to goods and services tax, value added tax, purchase tax, custom, excise and customs, entry tax/duty, sales tax/central sales tax, or any other duty or Tax or cess or imposts under central or state law including sales tax deferrals, and accumulated Tax loss, unabsorbed tax depreciation, minimum alternate tax credit under the IT Act exclusively pertaining to the E-comm Undertaking; and
- (xiv) all suits, appeals, arbitrations, legal or other proceedings of whatever nature, whether criminal or civil (including before any statutory or quasi-judicial authority, or tribunal), under any Applicable Laws, exclusively relating to the E-comm Undertaking and such other proceedings relating to the E-comm Undertaking as determined by the Boards of FTPL and the Resultant Company 2, including as set out in **Schedule 3**,

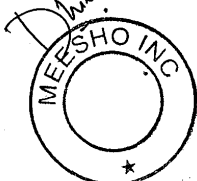
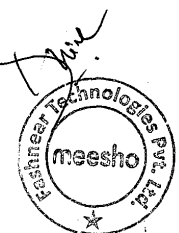
it being clarified that: (a) the E-comm Undertaking shall not include any employees, assets, liabilities, rights or obligations belonging to and forming part of the Grocery Undertaking and the Residual Undertaking; and (b) the assets, properties, liabilities and other matters which are included in Clause 1.3.12(i) to Clause 1.3.12(xiv), above are in accordance with the requirements of Section 2(19AA) and other relevant sections of the IT Act;

1.3.13 "Effective Date 1" has the meaning assigned to such term in Clause 8.5.1. Any references in this Scheme to "upon this Scheme becoming effective" or "effectiveness of this Scheme" in relation to the demerger of the Grocery Undertaking of FTPL into the Resultant Company 1 and the demerger



of the E-comm Undertaking of FTPL into the Resultant Company 2, means and refers to Effective Date 1;

- 1.3.14 **"Effective Date 2"** has the meaning assigned to such term in Clause 8.5.2. Any references in this Scheme to "upon this Scheme becoming effective" or "effectiveness of this Scheme" in relation to the amalgamation of the Transferor Company into and with the Transferee Company means and refers to Effective Date 2;
- 1.3.15 **"FTPL" or "Transferee Company"** has the meaning assigned to such term in Clause 1.1.2. For the avoidance of doubt, it is clarified that, 'Transferee Company' in so far as it pertains to: (a) each of Part-III and Part-IV of this Scheme, means the Transferee Company as existing immediately prior to the amalgamation of the Transferor Company into and with the Transferee Company, in accordance with Part-VI of this Scheme; and (b) Part-VI of this Scheme means, the Transferee Company as existing upon amalgamation of the Transferor Company into and with the Transferee Company in accordance with Part-VI of this Scheme, housing the Residual Undertaking after the demergers as contemplated from Part-III to Part-IV of this Scheme;
- 1.3.16 **"FTPL ESOP Plan" or "Transferee ESOP Plan"** means the Employee Stock Option Plan, 2024 established by the Transferee Company under Applicable Laws and in accordance with the approval granted by the shareholders by way of a resolution dated 30 March 2024;
- 1.3.17 **"Grocery CCPS"** has the meaning assigned to such term in Clause 3.4.2;
- 1.3.18 **"Grocery CCPS Tenure"** has the meaning assigned to such term in **Schedule 7**;
- 1.3.19 **"Grocery Demerger Consideration Notice"** has the meaning assigned to such term in Clause 3.4.5;
- 1.3.20 **"Grocery Demerger Consideration Shares"** has the meaning assigned to such term in Clause 3.4.3;
- 1.3.21 **"Grocery Demerger Share Entitlement Ratio"** has the meaning assigned to such term in Clause 3.4.3;
- 1.3.22 **"Grocery Equity"** has the meaning assigned to such term in Clause 3.4.2;
- 1.3.23 **"Grocery Undertaking"** means the grocery business of FTPL which comprises of business of offering an e-commerce marketplace platform for sale of groceries, household products, accessories, toys, consumer needs, including branded and unbranded products, and *inter alia*, includes all the assets and property of the grocery business and all the liabilities relating to the grocery business immediately before the demerger, including those appearing in the reference balance sheet set out at **Schedule 4**, being transferred by FTPL to become the property, assets and liabilities of the Resultant Company 1 by virtue of the demerger, all of which constitutes the undertaking as a going concern basis, subject to any assets, property or liabilities transferred in the ordinary course of business. It is clarified that the Grocery Undertaking comprises of the following assets/liabilities, which together constitute a business activity:
- (i) all the licences, approvals, permits and marketing authorisations and any and all of its licenses (including the licenses granted by any governmental, statutory or regulatory bodies pertaining to the Grocery Undertaking or in connection therewith and all existing files and dossiers (in any form and on any support) related to or supporting such licenses or marketing authorisations, including pending applications), permissions, approvals, consents, exemptions, registrations, no-objection certificates, quotas, rights, entitlements, certificates, tenancies, for the time being in force, benefit of any exemptions, privileges and benefits of all contracts, agreements and all other rights including lease rights, memberships, powers and facilities of every kind and description whatsoever pertaining to the Grocery Undertaking;
 - (ii) any and all assets and property relating to or arising from the activities and operations of the Grocery Undertaking (whether movable or immovable, real or personal, corporeal or incorporeal, present, future, contingent, tangible or intangible), including but not limited to inventory (including all raw material inventory, work-in-process inventory, goods in transit and finished products inventory), office buildings, plant and machinery, capital work-in-progress, furniture, fixtures, office equipment, computer software and licenses, appliances, accessories, vehicles, cash and bank balance, current assets, sundry debtors, all outstanding loans, deposits, provisions, advances, receivables, funds, leases and sub-leases of all kinds of property, licences, tenancy rights, right of way, premises, hire purchase and lease



arrangements, benefits of agreements, contracts and arrangements, insurance policies (other than those taken for FTPL as a whole or without reference to specific assets relating to the Grocery Undertaking), authorisations, registrations, quotas, permits, allotments, all kinds of approvals, whether statutory or otherwise including by any central or state government or other local authority, consents, privileges, liberties, advantages, easements, exemptions, incentives receivable under Applicable Laws or in terms of certain schemes or policies of the Government of India or any state government, including in relation to any Taxes and all the rights, title, interests, benefits, entitlement and advantages, contingent rights or benefits belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by FTPL with respect to the Grocery Undertaking and all other interests in connection with or relating to the Grocery Undertaking, continuing rights, title and interests in connection with any land (together with the buildings and structures standing thereon), whether freehold or leasehold, relating to the Grocery Undertaking, and plant, machinery, equipment, whether leased or otherwise, relating to the Grocery Undertaking;

- (iii) all debts, liabilities, provisions, including contingent liabilities, present or future, relating to, or arising out of the activities or operations of the Grocery Undertaking, including specific loans and borrowings (if any), term loans from banks and financial institutions (if any), such liabilities raised, incurred and/or utilised solely for the activities or business or operation of the Grocery Undertaking, bank overdrafts (if any), working capital loans and liabilities, amounts due to small scale industrial undertakings, whether secured or unsecured, all guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, secured or unsecured, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), pertaining to the Grocery Undertaking;
- (iv) all deposits and balances with government, quasi-government, local and other authorities and bodies, customers and other persons, earnest monies and/or security deposits paid or received by FTPL directly or indirectly in connection with and pertaining to the Grocery Undertaking;
- (v) amount of liabilities other than those referred to above, being the amounts of general or multipurpose borrowings of the Grocery Undertaking, if any, allocated to the Grocery Undertaking, in the same proportion which the value of the assets included in the Grocery Undertaking and being transferred under this Scheme bear to the total value of the assets of FTPL immediately before giving effect to this Scheme;
- (vi) any and all investments of all kinds (including shares whether in dematerialised or physical form, scripts, stocks, bonds, debenture stock, units, pass through certificates or security receipts) connected with and pertaining to the Grocery Undertaking, all cash balances with the banks, money at call and short notice, loans, advances, contingent rights or benefits, securitised assets, receivables, benefits of assets or properties or other interest held in trust, benefit of any security arrangements, authority, allotments, approvals, reversions, buildings, structures and offices held for the benefit of or enjoyed by the Grocery Undertaking or to which the Grocery Undertaking may be entitled;
- (vii) any and all permits, approvals, authorisations, rights to use and avail of telephones, telexes, facsimiles, e mail, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programmes, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and other records in connection with or in relation to the Grocery Undertaking;
- (viii) all records relating to the Grocery Undertaking, including without limitation all current and historical books, records, reports and other documents and information that pertain to business plans, budgets, financial and accounting data, brand insights and research, intellectual property, suppliers, manufacturing, customers, research and development of the Grocery Undertaking's products, devices and services, invoices, marketing and advertising operations, policies, procedures, techniques, systems, employee handbooks or manuals, training materials, operating manuals and documentation, and production manuals and documentation, in any form and on any support;
- (ix) the employees of the Grocery Undertaking as on the Effective Date 1, including all staff,



workmen and employees of FTPL employed in connection with or proposed to be reassigned to a position in relation to the Grocery Undertaking, and gratuity, employee insurance, provident fund contribution, superannuation benefits, any other liabilities, employee welfare benefits and applicable collective bargaining agreements associated with such employees of the Grocery Undertaking;

- (x) all insurance policies, obtained in relation to the assets, directors, employees or operations of the Grocery Undertaking, by FTPL, whether or not updated to include the Resultant Company 1;
- (xi) all intellectual property and rights thereto (including the right to use), whether registered or unregistered, along with all rights of commercial nature including registrations, goodwill and licenses, trademarks, service marks, copyrights (including software codes, flow charts, descriptions and other work products and documentation such as user manuals and training materials) and domain names, applications for copyrights, trade names and trademarks, of FTPL pertaining to the Grocery Undertaking, as more particularly identified in **Schedule 5**;
- (xii) all contracts, agreements, licenses, leases, sub-leases, memoranda of undertakings, memoranda of agreements, memoranda or letters of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, service agreements, sales orders, purchase orders or other instruments of whatsoever nature to which FTPL is a party, exclusively relating to the Grocery Undertaking;
- (xiii) all Tax Credits, including but not limited to CENVAT credits, refunds, reimbursements, claims, deferred tax benefits, set-offs, advance tax, tax deducted at source, tax collected at source, scrips/drawbacks availed under any export-related schemes of the government, exemptions, benefits under the IT Act, service tax laws, laws relating to goods and services tax, value added tax, purchase tax, custom, excise and customs, entry tax/duty, sales tax/central sales tax, or any other duty or tax or cess or imposts under central or state law including sales tax deferrals, and accumulated Tax loss, unabsorbed tax depreciation, minimum alternate tax credit under the IT Act exclusively pertaining to the Grocery Undertaking; and
- (xiv) all suits, appeals, arbitrations, legal or other proceedings of whatever nature, whether criminal or civil (including before any statutory or quasi-judicial authority, or tribunal), under any Applicable Laws, exclusively relating to the Grocery Undertaking and such other proceedings relating to the Grocery Undertaking as determined by the Boards of FTPL and the Resultant Company 1, including as set out in **Schedule 6**,

it being clarified that: (a) the Grocery Undertaking shall not include any employees, assets, liabilities, rights or obligations belonging to and forming part of the E-comm Undertaking and the Residual Undertaking; and (b) the assets, properties, liabilities and other matters which are included in Clause 1.3.23(i) to Clause 1.3.23(xiv), above are in accordance with the requirements of Section 2(19AA) and other relevant sections of the IT Act;

1.3.24 **"Indian Companies Act"** means the (Indian) Companies Act, 2013;

1.3.25 **"Indian Registrar of Companies"** means the Registrar of Companies, Bangalore;

1.3.26 **"IT Act"** means the (Indian) Income-tax Act, 1961;

1.3.27 **"Merger CCPS 1"** has the meaning assigned to such term in Clause 6.2.1(a);

1.3.28 **"Merger CCPS 2"** has the meaning assigned to such term in Clause 6.2.1(b);

1.3.29 **"Merger Consideration Shares"** means the Merger CCPS 1, Merger CCPS 2 and the Merger Equity;

1.3.30 **"Merger Equity"** has the meaning assigned to such term in Clause 6.2.1(a);

1.3.31 **"Merger Share Entitlement Ratio"** has the meaning assigned to such term in Clause 6.2.2;

1.3.32 **"Record Date 1"** means such date fixed by the Board of Directors of: (a) the Resultant Company 1, in consultation with the Board of FTPL, for the purposes of determining the shareholders of FTPL, to whom the Grocery Demerger Consideration Shares, shall be issued and allotted, in terms



of Part-III of this Scheme; and (b) the Resultant Company 2, in consultation with the Board of FTPL, for the purposes of determining the shareholders of FTPL, to whom the E-comm Demerger Consideration Shares, shall be issued and allotted, in terms of Part-IV of this Scheme;

1.3.33 **"Record Date 2"** means such date fixed by the Board of Directors of the Transferee Company, in consultation with the Board of the Transferor Company, for the purposes of determining the shareholders of the Transferor Company, to whom the Merger Consideration Shares, shall be issued and allotted, in terms of Part-VI of this Scheme;

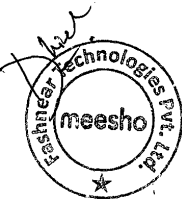
1.3.34 **"Residual Undertaking"** means all the remainder undertakings, businesses, activities and operations of FTPL after the demerger of each of the Grocery Undertaking and the E-comm Undertaking under Part-III and Part-IV of this Scheme, and including without limitation the Valmo Business of FTPL being retained in FTPL by virtue of such demergers (including those set out in the reference balance sheet set out at **Schedule 6**). It is clarified that the Residual Undertaking comprises of:

- (i) any and all the licences, approvals, permits and marketing authorisations and any and all of its licenses (including the licenses granted by any governmental, statutory or regulatory bodies pertaining to the Residual Undertaking and all existing files and dossiers (in any form and on any support) related to or supporting such licenses or marketing authorisations, including pending applications), permissions, approvals, consents, exemptions, registrations, no-objection certificates, quotas, rights, entitlements, certificates, tenancies, accumulated balances of credits under any Tax laws or Tax related assets (including but not limited to accumulated Tax loss, unabsorbed tax depreciation, minimum alternate tax credit, income taxes, goods and service tax, service tax, sales tax/central sales tax, value added tax, custom, excise and customs, entry tax/duty, deferred tax benefits, set-offs, advance tax, tax deducted at source and any other Tax benefits, exemptions and refunds) for the time being in force, benefit of any exemptions, privileges and benefits of all contracts, agreements and all other rights including lease rights, memberships, powers and facilities of every kind and description whatsoever pertaining to the Residual Undertaking;
- (ii) any and all assets and property relating to or arising from the activities and operations of the Residual Undertaking (whether movable or immovable, real or personal, corporeal or incorporeal, present, future, contingent, tangible or intangible), including but not limited to inventory (including all raw material inventory, work-in-process inventory, goods in transit and finished products inventory), office buildings, plant and machinery, capital work-in-progress, furniture, fixtures, office equipment, computer software and licenses, appliances, accessories, vehicles, cash and bank balance, current assets, sundry debtors, all outstanding loans, deposits, provisions, advances, receivables, funds, leases and sub-leases of all kinds of property, licences, tenancy rights, right of way, premises, hire purchase and lease arrangements, benefits of agreements, contracts and arrangements, insurance policies (including those taken for FTPL as a whole or without reference to specific assets relating to the Grocery Undertaking or the E-comm Undertaking), authorisations, registrations, quotas, permits, allotments, all kinds of approvals, whether statutory or otherwise including by any central or state government or other local authority, consents, privileges, liberties, advantages, easements, exemptions, incentives receivable under Applicable Laws or in terms of certain schemes or policies of the Government of India or any state government, including in relation to any Taxes and all the rights, title, interests, benefits, entitlement and advantages, contingent rights or benefits belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by FTPL with respect to the Residual Undertaking and all other interests in connection with or relating to the Residual Undertaking, continuing rights, title and interests in connection with any land (together with the buildings and structures standing thereon), whether freehold or leasehold, relating to the Residual Undertaking, and plant, machinery, equipment, whether leased or otherwise, relating to the Residual Undertaking;
- (iii) any and all debts, liabilities including contingent liabilities, present or future, relating to, or arising out of the activities or operations of the Residual Undertaking, including specific loans and borrowings (if any), term loans from banks and financial institutions (if any), such liabilities raised, incurred and utilised solely for the activities or business or operation of the Residual Undertaking, bank overdrafts (if any), working capital loans and liabilities, amounts due to small scale industrial undertakings, whether secured or unsecured, all guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, secured or unsecured, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), pertaining to the Residual



Undertaking;

- (iv) any and all deposits and balances with government, quasi-government, local and other authorities and bodies, customers and other persons, earnest monies and/or security deposits paid or received by FTPL directly or indirectly in connection with and pertaining to the Residual Undertaking;
- (v) any and all liabilities, being the amounts of general or multipurpose borrowings of the Residual Undertaking, if any, allocated to the Residual Undertaking, in the same proportion which the value of the assets retained with FTPL bear to the total value of the assets of FTPL immediately before giving effect to this Scheme;
- (vi) any and all investments of all kinds (including shares whether in dematerialised or physical form, scripts, stocks, bonds, debenture stock, units, pass through certificates or security receipts) pertaining to and connected with the Residual Undertaking, all cash balances with the other banks, money at call and short notice, loans, advances, contingent rights or benefits, securitised assets, receivables, benefits of assets or properties or other interest held in trust, benefit of any security arrangements, authority, allotments, approvals, reversions, buildings, structures and offices held for the benefit of or enjoyed by the Residual Undertaking or to which the Residual Undertaking may be entitled;
- (vii) any and all permits, approvals, authorisations, rights to use and avail of telephones, telexes, facsimiles, e mail, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programmes, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and other records in connection with or in relation to the Residual Undertaking;
- (viii) all records relating to the Residual Undertaking, including without limitation all current and historical books, records, reports and other documents and information that pertain to business plans, budgets, financial and accounting data, brand insights and research, intellectual property, suppliers, manufacturing, customers, research and development of the Residual Undertaking's products, devices and services, invoices, marketing and advertising operations, policies, procedures, techniques, systems, employee handbooks or manuals, training materials, operating manuals and documentation, and production manuals and documentation, in any form and on any support;
- (ix) any and all the employees of the Residual Undertaking, including all staff, workmen and employees of FTPL employed in connection with or proposed to be reassigned to a position in relation to the Residual Undertaking, and gratuity, employee insurance, provident fund contribution, superannuation benefits, any other liabilities, employee welfare benefits and applicable collective bargaining agreements associated with such employees of the Residual Undertaking, as on the Effective Date 1;
- (x) any and all insurance policies, obtained in relation to the assets, directors, employees or operations of the Residual Undertaking, by FTPL;
- (xi) any and all intellectual property and rights thereto (including the right to use), whether registered or unregistered, along with all rights of commercial nature including registrations, goodwill and licenses, trademarks, service marks, copyrights (including software codes, flow charts, descriptions and other work products and documentation such as user manuals and training materials) and domain names, applications for copyrights, trade names and trademarks, not relating to the Grocery Undertaking or the E-comm Undertaking;
- (xii) any and all contracts, agreements, licenses, leases, sub-leases, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, letters of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, service agreements, sales orders, purchase orders or other instruments of whatsoever nature to which FTPL is a party, and not relating to the Grocery Undertaking or the E-comm Undertaking;
- (xiii) any and all Tax Credits, including but not limited to CENVAT credits, refunds, reimbursements, claims, deferred tax benefits, set-offs, advance tax, tax deducted at source, tax collected at source, scrips/drawbacks availed under any export-related schemes of the government, exemptions, benefits under the IT Act, service tax laws, laws relating to goods



and services tax, value added tax, purchase tax, custom, excise and customs, entry tax/duty, sales tax/central sales tax, or any other duty or tax or cess or imposts under central or state law including sales tax deferrals, and accumulated Tax loss, unabsorbed tax depreciation, minimum alternate tax credit under the IT Act exclusively pertaining to the Residual Undertaking; and

- (xiv) any and all suits, appeals, arbitrations, legal or other proceedings of whatever nature, whether criminal or civil (including before any statutory or quasi-judicial authority, or tribunal), under any Applicable Laws, exclusively relating to the Residual Undertaking and such other proceedings relating to the Residual Undertaking,

it being clarified that the Residual Undertaking shall not include any employees, assets, liabilities, rights or obligations belonging to and forming part of the Grocery Undertaking and the E-comm Undertaking. Any question that may arise as to whether a specified asset, liability, employee or other action, matter or thing forms part of the Grocery Undertaking or the E-comm Undertaking or the Residual Undertaking shall be resolved by mutual agreement between the Board of Directors of each of FTPL, the Resultant Company 1 and/or the Resultant Company 2 (as the case may be);

1.3.35 **"Resultant Companies"** means collectively, the Resultant Company 1 and Resultant Company 2;

1.3.36 **"Resultant Company 1"** has the meaning assigned to such term in Clause 1.1.3;

1.3.37 **"Resultant Company 2"** has the meaning assigned to such term in Clause 1.1.4;

1.3.38 **"Rs."** or **"INR"** means Indian Rupee, the lawful currency of the Republic of India;

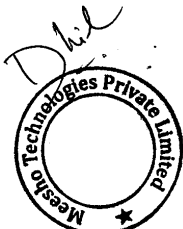
1.3.39 **"Scheme"** means this composite scheme of arrangement as modified from time to time in accordance with the provisions of Applicable Laws;

1.3.40 **"Stock Awards"** has the meaning assigned to such term in Clause 6.1.2(xi);

1.3.41 **"Tax"** or **"Taxes"** means any and all taxes (direct or indirect), surcharges, fees, cess, premium, assessments, levies, duties, tariffs, social security charges, imposts and other charges of any kind (whether or not contingent, recorded, assessed, disputed, whether of not in relation to or on account of assessment, reassessment, notice, proceedings, compounding, non-compliance, non-filing, non-preparation of documents, reports including but not limited to pursuant to any surveys or summons) imposed by any governmental authority (together with any and all charges, interest, fines, penalties, additions to tax and additional amounts imposed with respect thereto, by whatever name called), in each case in the nature of a tax, imposed by any governmental authority (whether payable directly or by withholding), including but not limited to taxes based upon or measured by income, windfall or other profits, gross receipts, property, sales, severance, branch profits, provident fund, wage withholding tax, other withholding tax (i.e., interest, rent, etc.), tax collected at source, tax deducted at source, employee state insurance and gratuity contributions, professional tax, dividend tax, customs duties, excise duties, central sales tax, withholding tax, self-assessment tax, advance tax, service tax, goods and services tax, entry tax, cess, octroi, stamp duty, transfer tax, value-added tax, minimum alternate tax, banking cash transaction tax, securities transaction tax, taxes withheld or paid in a foreign country, and registration fees, capital tax and other transaction taxes, dividend withholding tax, real estate taxes, municipal taxes and duties and environmental taxes and duties, together with all interest, penalties, fines, additions to tax, surcharges or other additional amounts imposed in respect or relating thereto that may be payable or due or levied, imposed upon or claimed to be owed in any relevant jurisdiction;

1.3.42 **"Tax Credits"** means all credits or advances or balances including Tax incentives (including incentives in respect of income tax, sales tax, value added tax, service tax, excise duties, custom duties, goods and services tax), advantages, privileges, exemptions, credits, holidays, remissions and reductions, pertaining to Taxes including without limitation to sales tax credit, income tax credit, advance tax, minimum alternate tax credit, self-assessment tax, withholding tax credits, goods and services tax credit (including transitional credit), sales tax/value added tax credit, advance tax, CENVAT credit, GST credits, cess credits, other indirect tax credit, other Tax receivables, Tax refunds (including those pending with any Tax authority), eligibility certificates, if any, advantages, subsidies, benefits and all other rights and facilities of every kind, nature and description whatsoever under Tax laws;

1.3.43 **"Transferor Stock Incentive Plan"** means the amended and restated 2016 stock incentive plan of the Transferor Company;



1.3.44 “**Tribunal**” means the National Company Law Tribunal, Bench at Bengaluru, India or any other competent authority as constituted and authorised in accordance with the provisions of the Indian Companies Act, for approving any scheme of arrangement, compromise or reconstruction of companies under Section 230-232 and other applicable provisions of the Indian Companies Act;

1.3.45 “**US Authority**” means the Secretary of State of the State of Delaware;

1.3.46 “**USD**” means dollars of the United States of America, the lawful currency of the United States of America; and

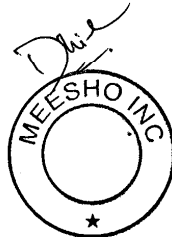
1.3.47 “**Valmo Business**” means the business carried out by FTPL in relation to operating a logistics-as-a-service technology platform which integrates local/regional logistics operations players in the country to create a national logistics network, to service a range of logistics needs including e-commerce, business-to-business and hyperlocal on an outsourced fulfilment model.

1.4 Interpretation

1.4.1 Terms and expressions which are used in this Scheme but not defined herein have the meaning assigned to such terms and expressions under the Indian Companies Act, and if not defined therein, then under other relevant statutes, such as the IT Act and other Applicable Laws.

1.4.2 In this Scheme, unless the context otherwise requires:

- (i) references to “persons” includes individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (ii) the headings, sub-headings and bold typeface are inserted only for ease of reference and do not affect the construction or interpretation of this Scheme;
- (iii) the term “Clause” refers to the specified clause of this Scheme;
- (iv) any reference to a legislation or statute includes: (a) any subordinate legislation, regulations and rules made and notifications issued thereunder; and (b) any alterations, modifications and amendments made thereto or any re-enactment thereof;
- (v) the words “including”, “include” or “includes” are interpreted in a manner as though the words “without limitation” immediately follows the same; and
- (vi) words in the singular include plural and *vice versa*.



PART - II

2. Capital Structure

2.1 Transferee Company

The capital structure of the Transferee Company as of 26 April 2024 is as under:

Share Capital	Amount (in Rs.)
Authorised Capital	
100,000,000 equity shares of Rs. 1 each.	100,000,000
Total	100,000,000
Issued, Subscribed and Paid-up Share Capital	
84,350,208 equity shares of Rs. 1 each.	84,350,208
Total	84,350,208

The Transferee Company is a subsidiary of the Transferor Company. The Transferor Company along with its nominee shareholder, Vidit Aatrey holds 100% (one hundred per cent.) of the equity shares of the Transferee Company.

2.2 Resultant Company 1

The capital structure of the Resultant Company 1 as on 26 April 2024 is as under:

Share Capital	Amount (in Rs.)
Authorised Capital	
150,000 equity shares of Rs.10 each.	1,500,000
Total	1,500,000
Issued, Subscribed and Paid-up Share Capital	
10,000 equity shares of Rs.10 each.	100,000
Total	Rs. 100,000

The Resultant Company 1 is a subsidiary of the Transferee Company. The Transferee Company along with its nominee shareholder, Vidit Aatrey holds 100% (one hundred per cent.) of the equity shares of the Resultant Company 1.

2.3 Resultant Company 2

The capital structure of the Resultant Company 2 as on 26 April 2024 is as under:

Share Capital	Amount (in Rs.)
Authorised Capital	
150,000 equity shares of Rs.10 each.	1,500,000
Total	1,500,000
Issued, Subscribed and Paid-up Share Capital	
10,000 equity shares of Rs.10 each.	100,000



Total	100,000
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The Resultant Company 2 is a subsidiary of the Transferee Company. The Transferee Company along with its nominee shareholder, Vidit Aatrey holds 100% (one hundred per cent.) of the equity shares of the Resultant Company 2.

2.4 Transferor Company

The capital structure of the Transferor Company as on 26 April 2024 is as under:

Share Capital	Amount (in USD)
Authorised Capital	
74,496,142 Common Stock of USD 0.00001 each	744.96
54,626,710 Preferred Stock of USD 0.00001 each.	546.27
Total	1291.23
Issued and Paid-up Capital	
10,034,880 Common Stock of USD 0.00001 each.	100.35
1,848,000 Seed Series Preferred Stock of USD 0.00001 each.	18.48
133,379 Series A-1 Preferred Stock of USD 0.00001 each.	1.33
7,427,381 Series A Preferred Stock of USD 0.00001 each.	74.27
8,342,292 Series B Preferred Stock of USD 0.00001 each.	83.42
7,411,345 Series C Preferred Stock of USD 0.00001 each.	74.11
6,565,250 Series D-1 Preferred Stock of USD 0.00001 each.	65.65
1,828,896 Series D-2 Preferred Stock of USD 0.00001 each.	18.29
7,851,590 Series E Preferred Stock of USD 0.00001 each.	78.52
7,450,722 Series F Preferred Stock of USD 0.00001 each.	74.51
4,266,467 Series E-1 Preferred Stock of USD 0.00001 each.	42.66
644,246 Series E-1A Preferred Stock of USD 0.00001 each.	6.44
Total	638.03

2.5 The shares of the companies involved in this Scheme are, at present, not listed on any stock exchange, whether in India, United States of America or in any other jurisdiction.



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PART - III

3. DEMERGER OF THE GROCERY UNDERTAKING

3.1 Transfer and vesting of the Grocery Undertaking from FTPL to the Resultant Company 1

3.1.1 With effect from the Appointed Date 1 and upon this Scheme becoming effective, the Grocery Undertaking of FTPL, and including all the assets, properties and liabilities and the entire Grocery business, shall stand transferred to and vest in the Resultant Company 1, as a going concern, without any further act or deed, and shall be demerged from FTPL together with all its properties, assets, rights, benefits and interest therein, subject to and in accordance with the provisions of this Scheme, Chapter XV of the Indian Companies Act, in compliance with all the provisions of Section 2(19AA) of the IT Act and all other applicable provisions of Applicable Law, if any, and related provisions contained in various other Taxation laws in force in India, including without limitation in relation to income tax, goods and services tax, customs duty, excise duty, CENVAT credit or value added tax. In addition, for the avoidance of doubt, the E-comm Undertaking and all the assets, liabilities and obligations pertaining thereto shall belong to and be vested in and be managed by the Resultant Company 2 and the Residual Undertaking and all the assets, liabilities and obligations pertaining thereto shall continue to belong to, be vested in and managed by FTPL.

3.1.2 Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, upon this Scheme becoming effective and with effect from the Appointed Date 1:

- (i) All assets including properties of FTPL pertaining to the Grocery Undertaking, that are movable in nature or incorporeal property or are otherwise capable of transfer by physical or constructive delivery and/or by endorsement and delivery or by vesting and recordal of whatsoever nature, including plant, machinery and equipments, pursuant to this Scheme, whether or not included in the books of FTPL pertaining to the Grocery Undertaking and all assets and properties, which are acquired by FTPL pertaining to the Grocery Undertaking on or after the Appointed Date 1 but prior to the Effective Date 1, shall stand transferred to and vested in and/or be deemed to be transferred to and vested in the Resultant Company 1 wherever located and shall become the property and an integral part of the Resultant Company 1. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or by vesting and recordal, pursuant to this Scheme, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly.
- (ii) All other movable properties of FTPL pertaining to the Grocery Undertaking, including Tax refunds with the government as applicable, investments if any, in shares, and any other securities, sundry debtors, future receivables, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, semi-government, local and other authorities and bodies, customers and other persons, shall without any further act, instrument or deed, become the property of the Resultant Company 1, and the same shall also be deemed to have been transferred by way of delivery of possession of the respective documents in this regard. It is hereby clarified that investments, if any, made by FTPL and pertaining to the Grocery Undertaking and all the rights, title and interest of FTPL pertaining to the Grocery Undertaking in any leasehold properties shall, pursuant to Section 232 of the Indian Companies Act and the provisions of this Scheme, without any further act or deed, be transferred to and vested in and/or be deemed to have been transferred to and vested in the Resultant Company 1, and/or be deemed to be demerged from FTPL and transferred to and vested in the Resultant Company 1.
- (iii) All immovable properties of FTPL pertaining to the Grocery Undertaking, if any, including land together with the buildings and structures standing thereon and rights and interests in immovable properties of FTPL and pertaining to the Grocery Undertaking, whether freehold or leasehold or otherwise and all documents of title, rights and easements in relation thereto, shall be vested in and/or be deemed to have been vested in the Resultant Company 1, without any further act or deed done or being required to be done by FTPL and/or the Resultant Company 1. The Resultant Company 1 shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties, if any, and shall be liable to pay the ground rent and Taxes and fulfil all obligations in relation to or applicable to such immovable properties. To facilitate any transfer of immovable property of FTPL, pertaining to the Grocery Undertaking, if any, to the Resultant Company 1, which requires any separate documents or deeds of transfer to be executed to effect such transfer, the Resultant Company 1 and FTPL shall take all the necessary steps including execution of



such documents or deeds, as and when required. The mutation or substitution of the title to the immovable properties, if any, shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Resultant Company 1 by the appropriate authorities pursuant to the sanction of this Scheme by the Tribunal and upon this Scheme becoming effective in accordance with the terms hereof, without any further act or deed to be done or executed by FTPL and/or the Resultant Company 1. It is clarified that the Resultant Company 1 shall be entitled to engage in such correspondence and make such representations, as may be necessary, for the purposes of the aforesaid transfer, mutation and/or substitution.

Notwithstanding any provision to the contrary, from the Effective Date 1 and until the owned property, leasehold property and related rights thereto, license/right to use the immovable property, tenancy rights, liberties and special status, as applicable, are transferred, vested, recorded, vested and/or perfected, in the records of the appropriate authority, in favour of the Resultant Company 1, the Resultant Company 1 is deemed to be authorised to carry on business, in the name and style of FTPL under the relevant agreement, deed, lease and/or licenses, as the case may be, and the Resultant Company 1 shall keep a record and/or account of such transaction.

- (iv) All the security interest over any moveable and/or immoveable properties and security in any other form (both present and future) including but not limited to any pledges, or guarantees, if any, created/executed by any person in favour of FTPL for the purposes of the Grocery Undertaking or any other person acting on behalf of or for the benefit of FTPL pertaining to the Grocery Undertaking for securing the obligations of the persons to whom FTPL has advanced loans and granted other funded and non-funded financial assistance, pertaining to the Grocery Undertaking by way of letter of comfort or through other similar instruments shall pursuant to the provisions of Section 232 of the Indian Companies Act and without any further act, instrument or deed stand vested in and be deemed to be in favour of the Resultant Company 1 and the benefit of such security shall be available to the Resultant Company 1 as if such security was *ab initio* created in favour of the Resultant Company 1. The mutation or substitution of the charge in relation to the movable and immovable properties of FTPL pertaining to the Grocery Undertaking shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Resultant Company 1 by the appropriate authorities and third parties (including any depository participants) pursuant to the sanction of this Scheme by the Tribunal and upon this Scheme becoming effective in accordance with the terms hereof.
- (v) All debts, liabilities (including Tax liabilities), borrowings, bills payable, interest accrued and all other duties, liabilities, undertakings and obligations of the Grocery Undertaking, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of account or disclosed in the balance sheets of FTPL pertaining to the Grocery Undertaking shall be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Resultant Company 1, and the Resultant Company 1 shall, and undertakes to meet, discharge and satisfy the same in terms of their respective terms and conditions, if any. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause.
- (vi) All contracts, deeds, bonds, agreements, schemes, arrangements and other instruments permits, rights, entitlements, licenses (including the licenses granted by any governmental, statutory or regulatory bodies) for the purpose of carrying on the business of FTPL pertaining to the Grocery Undertaking and in relation thereto and those relating to tenancies, privileges, powers, pledge, facilities of every kind and description of whatsoever nature in relation to FTPL pertaining to the Grocery Undertaking, or to the benefit of which, the Grocery Undertaking may be eligible and which are subsisting or having effect immediately before the Effective Date 1, shall be and remain in full force and effect on, against or in favour of the Resultant Company 1 and may be enforced as fully and effectually as if, instead of FTPL and pertaining to the Grocery Undertaking, the Resultant Company 1 had been a party or beneficiary or obligor thereto. In relation to the same, any procedural requirements required to be fulfilled solely by FTPL (and not by any of its successors), shall be fulfilled by the Resultant Company 1 as if it is the duly constituted attorney of FTPL.

The Resultant Company 1 may at its sole discretion enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which FTPL, if necessary, shall also be a party in order to give formal effect



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to the provisions of this Scheme. The Resultant Company 1 shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of FTPL for the Grocery Undertaking and to implement or carry out all formalities required to give effect to the provisions of this Scheme.

- (vii) Any pending suits/appeals, all legal, Taxation or other proceedings including before any statutory or quasi-judicial authority or tribunal or other proceedings of whatsoever nature relating to FTPL and pertaining to the Grocery Undertaking, whether by or against FTPL, whether pending on the Appointed Date 1 or which may be instituted any time in the future and in each case relating to the Grocery Undertaking shall not abate, be discontinued or in any way prejudicially affected by reason of the demerger of the Grocery Undertaking or of anything contained in this Scheme, but the proceedings shall continue and any prosecution shall be enforced by or against the Resultant Company 1 after the Effective Date 1. The Resultant Company 1 shall, after the Effective Date 1, be replaced as party to such proceedings and shall prosecute or defend such proceedings in co-operation with FTPL in the same manner and to the same extent as would or might have been continued, prosecuted and/or enforced by or against FTPL, as if this Scheme had not been implemented.
- (viii) All cheques and other negotiable instruments, payment orders received and presented for encashment which are in the name of FTPL and pertaining to the Grocery Undertaking after the Effective Date 1, shall be accepted by FTPL and promptly transferred to the accounts of the Resultant Company 1.
- (ix) All employees of FTPL pertaining to the Grocery Undertaking who are on its payrolls as on the Effective Date 1, shall become the employees of the Resultant Company 1 without any break or interruption in their services on no less favourable terms (including employee benefits such as provident fund, leave encashment and any other retiral benefits) as applicable to such employees with FTPL and in accordance with Applicable Laws. The Resultant Company 1 further agrees that for the purpose of payment of any retirement benefit/compensation, incentive contractual and statutory benefit, incentive plans, terminal benefits, such immediate uninterrupted past services with FTPL, shall also be taken into account and accordingly, shall be reckoned from the date of their appointment with FTPL. In order to give effect to this provision and to carry out or perform all formalities or compliances, FTPL and or the Resultant Company 1, as the case may be, shall do all such acts and deeds as may be necessary, or execute such contracts, agreements, deeds or other instruments or obtain necessary approvals, permits, rights and entitlements.

It is clarified that with effect from the Effective Date 1, the Resultant Company 1 shall take necessary steps to undertake statutory filings and make contributions including but not limited to provident fund, gratuity, leave encashment, in respect of the transferred employees of FTPL, in accordance with Applicable Laws.

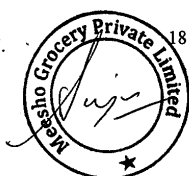
- (x) All intellectual property and rights thereto (including the right to use), whether registered or unregistered, along with all rights of commercial nature including registrations, goodwill and licenses, trademarks, service marks, copyrights (including software codes, flow charts, descriptions and other work products and documentation such as user manuals and training materials), domain names, applications for copyrights, trade names and trademarks, of FTPL pertaining to the Grocery Undertaking, as more particularly identified in **Schedule 5**, shall be transferred to the Resultant Company 1. It is clarified that notwithstanding the transfer of the intellectual property as contemplated herein, both FTPL and the Resultant Company 1 shall be entitled to use the common logos, whether as part of the corporate names (including with respect to any subsidiaries, joint ventures and associate companies), logos, brand names, trademarks, products, programmes or services, in present or future. FTPL and the Resultant Company 1 may, if required, enter into appropriate arrangements, in respect of the use of license, of the intellectual property that is transferred to the Resultant Company 1 under this Scheme or vice versa for such transition period or on a long-term basis as the respective Board of Directors of FTPL and the Resultant Company 1 may deem fit.
- (xi) All Taxes (including but not limited to advance tax, tax deducted at source, tax collected at source, minimum alternate tax, fringe benefit tax, securities transaction tax, self-assessment tax, Taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, stamp duty and goods and services tax) to FTPL relating to the Grocery Undertaking, including all or any refunds or claims shall be treated as the Tax liability or refunds/claims, as the case may be, of the Resultant Company 1 and any Tax incentives, advantages, privileges, exemptions, credits, holidays, remissions and reductions, as would have been available to the Grocery Undertaking, shall pursuant to this Scheme becoming effective,



be available to the Resultant Company 1. The unutilised credits relating to good and services taxes or any other Taxes by whatever name called, as applicable, which may remain unutilised, in the electronic credit ledger of FTPL, pertaining to the Grocery Undertaking, shall be transferred to and vest in the Resultant Company 1, upon filing of requisite forms. Thereafter the unutilised credit so specified, shall be credited to the electronic credit ledger of FTPL and the input credit shall be adjusted by the Resultant Company 1, in its books of accounts.

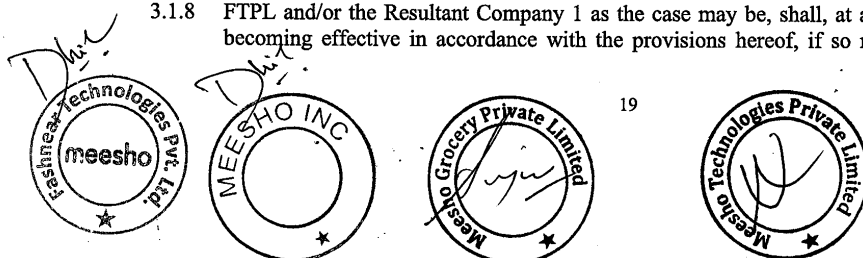
- (xii) All approvals, consents, exemptions, Tax benefits/incentive/concessions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses (including the licenses granted by any governmental, statutory or regulatory bodies for the purpose of carrying on its business, or in connection therewith) and certificates of every kind and description whatsoever held by FTPL in relation to the Grocery Undertaking, or to the benefit of which the Grocery Undertaking may be eligible/entitled and which are subsisting or having effect immediately before the Effective Date 1 shall be in full force and effect in favour of the Resultant Company 1 and may be enforced as fully and effectually as if, instead of FTPL, the Resultant Company 1 had been a party or beneficiary or obligor thereto. It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this Clause, the said third party or authority shall make and duly record the necessary substitution/endorsement in the name of the Resultant Company 1 pursuant to the sanction of this Scheme by the Tribunal and upon this Scheme becoming effective in accordance with the terms hereof. For this purpose, the Resultant Company 1 shall file appropriate applications/documents with relevant authorities concerned for information and record purposes. It is further clarified that until the licenses, permits, quotas, approvals, incentives, subsidies, rights, claims, leases, sub-leases, tenancy rights, liberties, rehabilitation schemes, special statuses are transferred, vested, recorded, effected, and/or perfected, in the record of the appropriate authority, in favour of the Resultant Company 1, the Resultant Company 1 shall be authorised to carry on business in the name and style of FTPL, in relation to or in connection with the Grocery Undertaking, and under the relevant license and/or permit and/or approval, as the case may be.
- (xiii) Benefits of any and all corporate approvals as may have already been taken by FTPL in relation to the Grocery Undertaking, whether being in the nature of compliances or otherwise, including without limitation approvals under Sections 42, 62, 180, 185, 186, 188, 197 and 198, of the Indian Companies Act, read with the rules and regulations made thereunder, shall stand transferred to the Resultant Company 1 and the said corporate approvals and compliances shall be deemed to have been taken/complied with by the Resultant Company 1, by virtue of approval of this Scheme. In addition, benefits of any and all corporate approvals as may have already been taken by FTPL in relation to appointment and payment of remuneration to the directors, key managerial personnel or for the purpose of such related party transactions, which are being transferred to the Resultant Company 1 as a part of the Grocery Undertaking, shall stand transferred to the Resultant Company 1 and the said corporate approvals and compliances shall be deemed to have been taken/complied with by the Resultant Company 1, by virtue of approval of this Scheme.
- (xiv) All estates, assets, rights, title, interests and authorities accrued to and/or acquired by the Grocery Undertaking shall be deemed to have been accrued to and/or acquired for and on behalf of the Resultant Company 1 and shall, upon this Scheme becoming effective, pursuant to the provisions of Section 232 of the Indian Companies Act and other applicable provisions of the Indian Companies Act, without any further act, instrument or deed be and stand transferred to or vested in and/or be deemed to have been transferred to or vested in the Resultant Company 1 to that extent and shall become the estates, assets, right, title, interests and authorities of the Resultant Company 1.
- (xv) All bank accounts operated or entitled to be operated by FTPL relating to the Grocery Undertaking shall be deemed to have transferred and shall stand transferred to the Resultant Company 1, and name of FTPL pertaining to the Grocery Undertaking, shall be substituted by the name of the Resultant Company 1, respectively, in the bank's records.
- (xvi) All the property, assets and liabilities of the Grocery Undertaking shall be transferred by FTPL to the Resultant Company 1 at the values appearing in the books of account of FTPL at the close of business of the day immediately preceding the Appointed Date 1.

3.1.3 Upon this Scheme becoming effective, the secured creditors of FTPL pertaining to the Grocery Undertaking shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Grocery Undertaking, as existing immediately prior to the demerger of the



Grocery Undertaking into the Resultant Company 1 and any reference in any security documents or arrangements to which FTPL is a party, wherein the assets of the Grocery Undertaking have been or are offered or agreed to be offered as securities for any financial assistance or obligations, shall be construed as a reference to only the assets pertaining to the Grocery Undertaking as are vested in the Resultant Company 1 in accordance with this Scheme, to the end and intent that pursuant to the demerger and vesting of the Grocery Undertaking into the Resultant Company 1, the secured creditors of FTPL pertaining to the Grocery Undertaking shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of FTPL or Resultant Company 1, and hence such assets which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Resultant Company 1. In so far as the assets comprised in the Grocery Undertaking are concerned, the encumbrances, if any, over such assets relating to any loans, borrowings or other debts which are not transferred to the Resultant Company 1, pursuant to this Scheme and which shall continue with FTPL, shall without any act or deed be released from such encumbrance and shall no longer be available as security in relation to such liabilities. For the avoidance of doubt, it is clarified that in so far as the assets comprising the Residual Undertaking and the E-comm Undertaking are concerned, the encumbrance, if any, over such assets relating to the liabilities transferred to Resultant Company 1, without any further act, instrument or deed being required, be released and discharged from the obligations and encumbrances relating to the same. In addition, other security holders over the properties of FTPL pertaining to the Grocery Undertaking (other than the secured creditors of the Grocery Undertaking) shall not be entitled to any security over the properties of FTPL pertaining to the Residual Undertaking and/or the E-comm Undertaking. For this purpose, sanction of this Scheme by the secured creditors/security holders shall be considered as a specific consent towards the same.

- 3.1.4 Any reference in any security documents or arrangements (to which FTPL is a party) to FTPL and its assets and properties, which relate to the Grocery Undertaking, shall be construed as a reference to the Resultant Company 1 and the assets and properties of FTPL transferred to the Resultant Company 1 by virtue of this Scheme. The provisions of this Clause 3.1.4 shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue of any security document, all of which instruments, deeds or writings shall stand modified and/or suspended by the foregoing provisions.
- 3.1.5 It is clarified that if any assets, estate, claim, right, title, interest in or authorities relating to such assets or any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Grocery Undertaking, which FTPL owns or to which FTPL is a party and pertains to the Grocery Undertaking and which cannot be transferred to the Resultant Company 1 for any reason whatsoever, FTPL shall hold such assets or any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments in trust for the benefit of the Resultant Company 1 to which the Grocery Undertaking is being transferred in terms of the provisions of this Scheme in so far as permissible to do so until such as time as the transfer is effected.
- 3.1.6 It is clarified that in case of, *inter alia*, any refunds, benefits incentives, grants and subsidies, in relation to or in connection with FTPL, FTPL may if so required by the Resultant Company 1, issue notices in such form as the Resultant Company 1 may deem fit and proper stating that pursuant to the sanction order under Section 230 to 232 of the Indian Companies Act, the relevant refund, benefit, incentive, grant, subsidies, be paid or made good or held on account of the Resultant Company 1, as the person entitled thereto, to the end and intent that the right of FTPL to recover or realise the same, stands transferred to the Resultant Company 1 and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 3.1.7 Without prejudice to the other provisions of this Scheme and notwithstanding the vesting of the Grocery Undertaking to the Resultant Company 1 by virtue of Part-III of this Scheme itself, the Resultant Company 1 may, at any time after this Scheme becomes effective in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement in relation to which FTPL has been a party, including any filings with the regulatory authorities (or any charge related filing) in order to give formal effect to the above provisions and to carry out or perform all such formalities or compliances referred to above on the part of the Grocery Undertaking. The Resultant Company 1, if necessary, shall also be a party to the above. The Resultant Company 1 shall, under the provisions of Part-III of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Grocery Undertaking and to carry out or perform all such formalities or compliances referred to above on the part of the Grocery Undertaking to be carried out or performed.
- 3.1.8 FTPL and/or the Resultant Company 1 as the case may be, shall, at any time after this Scheme becoming effective in accordance with the provisions hereof, if so required under any law or



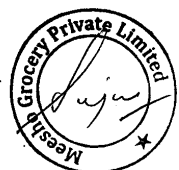
otherwise, do all such acts or things as may be necessary to transfer/obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by FTPL in relation to the Grocery Undertaking. It is hereby clarified that if the consent of any third party or authority, if any, is required to give effect to the provisions of this Clause, the said third party or authority shall make and duly record the necessary substitution/endorsement in the name of the Resultant Company 1 pursuant to the sanction of this Scheme by the Tribunal, and upon this Scheme becoming effective in accordance with the provisions of the Indian Companies Act and with the terms hereof. For this purpose, the Resultant Company 1 shall file appropriate applications/documents with relevant authorities concerned for information and record purposes.

- 3.1.9 If any assets (including but not limited to any estate, rights, title, interest in or authorities relating to such assets) which FTPL owns in relation to or in connection with the Grocery Undertaking, any liabilities that pertain to FTPL and/or any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature, to which FTPL is a party in relation to or in connection with the Grocery Undertaking, have not been transferred to the Resultant Company 1, FTPL, as applicable, shall hold such assets, liabilities and/or contracts, as the case may be, in trust for the benefit of the Resultant Company 1 in so far as it is permissible so to do until the time such assets/liabilities/contracts are duly transferred to the Resultant Company 1, subject to Applicable Laws. FTPL and the Resultant Company 1 shall however, between themselves, treat each other as if that all contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Grocery Undertaking had been transferred to the Resultant Company 1 on the Effective Date 1. FTPL shall render all necessary assistance to and fully cooperate with, the Resultant Company 1 with respect to such assets, liabilities and/or contracts, deeds bonds, agreements, schemes, arrangements or other instruments of whatsoever nature, to be discharged after the Effective Date 1. Notwithstanding any such mechanism or arrangement between FTPL and the Resultant Company 1 pursuant to this Clause 3.1.9, FTPL shall with respect to the period after the Effective Date 1: (a) not be responsible for performance of any obligations or for any liabilities whatsoever arising from or in relation to the Grocery Undertaking; and (b) not be entitled to any rights or to receive any benefits whatsoever in relation to the Grocery Undertaking. The economic, financial, technical and operational responsibility and all related cost and expenses (direct and incurred), liabilities and Taxes in connection with the Grocery Undertaking, shall rest with and be borne entirely and exclusively by the Resultant Company 1 after the Effective Date 1. Resultant Company 1 shall promptly pay, indemnify and hold harmless FTPL for and from any such costs, expenses, losses, damages, liabilities and Taxes or requirements under the contract(s) after the Effective Date 1 if arising pursuant to the arrangement between FTPL and the Resultant Company 1 under this Clause 3.1.9.

3.2 Conduct of Business until Effective Date 1 and upon effectiveness of this Scheme

3.2.1 With effect from the Appointed Date 1 and up to and including the Effective Date 1:

- (i) Save as may be governed by any arrangement entered into between FTPL and the Resultant Company 1, the business of the Grocery Undertaking shall be carried on in ordinary course and in trust by FTPL for and behalf of the Resultant Company 1.
- (ii) FTPL shall carry on its business and activities with reasonable diligence and business prudence and in the same manner as it had been doing hitherto and shall not undertake financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or committee, either for itself or on behalf of its subsidiaries or group companies or any third party, or sell, transfer, alienate, charge, mortgage or encumber its properties or assets or any part thereof, save and except in each case in the following circumstances:
 - (i) if the same is in its ordinary course of business; or
 - (ii) if the same is expressly permitted by this Scheme; or
 - (iii) if prior written consent of the Board of Directors of FTPL and the Resultant Company 1 has been obtained.
- (iii) Except by mutual consent of the Boards of Directors of FTPL and the Resultant Company 1, or except pursuant to any prior commitment, obligation or arrangement existing or undertaken by FTPL and/or the Resultant Company 1 pertaining to the Grocery Undertaking as on the date of filing of this Scheme, or except as contemplated in this Scheme, pending sanction of this Scheme, FTPL and/or the Resultant Company 1 shall not make any change in their capital structures either by way of any increase (by issue of equity



shares, preference shares, bonus shares, convertible debentures or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organisation or in any other manner, which would have the effect of re-organisation of capital of such company(ies).

- (iv) The Resultant Company 1 shall be entitled, pending the sanction of this Scheme, to apply to the appropriate authorities concerned as necessary under Applicable Laws for such consents, approvals and sanctions which the Resultant Company 1 may require to carry on the business of the Grocery Undertaking which is being transferred and vested in it in terms of this Scheme.

- 3.2.2 Any claims, liabilities or demands (including in relation to income tax, service tax, tax deducted at source, provident fund and any other Tax or statutory obligations) arising out of the activities or operations of the Grocery Undertaking after the Effective Date 1 shall be deemed to be part of the Grocery Undertaking and shall consequently be entirely borne by the Resultant Company 1. In the event that such liability is incurred by or such claim or demand is made upon FTPL pertaining to the Grocery Undertaking (or any successor thereof), then the Resultant Company 1 shall indemnify FTPL (or any successor thereof) for any payments made in relation to the same.
- 3.2.3 The Resultant Company 1 undertakes to engage, upon this Scheme becoming effective, all such employees of FTPL pertaining to the Grocery Undertaking and who are in the employment of FTPL as on the Effective Date 1, on terms and conditions no less favourable than those on which they are engaged by FTPL, with continuity of service and without any interruption of service as a result of this transfer.
- 3.2.4 The Resultant Company 1 undertakes to continue to abide by any agreement(s)/settlement(s) entered into with any labour unions/employees by FTPL in relation to or in connection with the Grocery Undertaking. The Resultant Company 1 agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such employees with FTPL shall also be taken into account and agrees and undertakes to pay the same as and when payable.
- 3.2.5 In relation to the existing provident fund, gratuity fund and superannuation fund and/or schemes, leave encashment and any other special scheme or benefits, funds or trusts, if any, created or existing for the benefit of such employees of FTPL pertaining to the Grocery Undertaking, such proportion of the investments made in the funds and liabilities which are relating to the transferred employees as on the Effective Date 1, shall be transferred to the similar funds, if any, created by the Resultant Company 1 and shall be held for their benefit pursuant to this Scheme, or at the sole discretion of the Resultant Company 1, maintained as separate funds by the Resultant Company 1. In the event, that the Resultant Company 1 does not have its own funds/trusts, in respect of any of the above mentioned funds, the Resultant Company 1 may, to the extent permitted by the contracts or deeds or Applicable Laws governing these funds/trusts and subject to necessary approvals and permissions, continue to contribute to the relevant funds of FTPL, until such time that the Resultant Company 1 create its own funds or decides not to form its own funds, at which time the funds and the investments and contributions pertaining to the transferred employees, shall be transferred to the funds created by the Resultant Company 1 or to the concerned funds of the relevant appropriate authority (such as of the Employees' Provident Fund Organisation) and other funds as the case may be. Where the Resultant Company 1 decides not to form its own funds, and if certain benefits cannot be provided for through the funds of relevant appropriate authority, these benefits are to be provided in any other legally compliant manner, and the parties shall, at that time, agree on the mode for transfer of the relevant amounts from the appropriate funds of FTPL.
- 3.2.6 It is the aim and intent of this Scheme that all the rights, duties, powers and obligations of the Grocery Undertaking in relation to such schemes or funds shall become those of the Resultant Company 1. Upon this Scheme becoming effective, the Resultant Company 1 shall stand substituted for the Grocery Undertaking for all purposes whatsoever relating to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents.
- 3.2.7 Upon this Scheme becoming effective, the Resultant Company 1 shall carry on and shall be authorised to carry on the business of the Grocery Undertaking.
- 3.2.8 For the purpose of giving effect to the order passed under Chapter XV and other applicable provisions of the Indian Companies Act in respect of this Scheme by the Tribunal, the Resultant Company 1 shall, at any time, pursuant to the order on this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the transfer of the Grocery Undertaking, in accordance with the provisions of Chapter XV of the Indian Companies Act. The Resultant Company 1 is and shall always be deemed to have been authorised to execute any pleadings, applications, forms and deeds, as may be required to remove any difficulties and carry out any formalities or compliance as are



necessary for the implementation of this Scheme, pursuant to the sanction of this Scheme by the Tribunal.

- 3.2.9 Upon this Scheme becoming effective with effect from the Effective Date 1, the Resultant Company 1, unconditionally and irrevocably, agrees and undertakes to pay, discharge and satisfy all liabilities and obligations of FTPL pertaining to the Grocery Undertaking, in order to give effect to the foregoing provisions.
- 3.2.10 Upon this Scheme becoming effective and with effect from the Appointed Date 1, all profits accruing to the Grocery Undertaking and all Taxes thereof or losses arising or incurred by it relating to the Grocery Undertaking shall, for all purposes be treated as the profits, Taxes or losses as the case may be of the Resultant Company 1.
- 3.2.11 Upon this Scheme becoming effective, the resolutions, if any, of FTPL pertaining to the Grocery Undertaking, which are valid and subsisting on the Effective Date 1 shall continue to be valid and subsisting and be considered as resolutions of the Resultant Company 1 and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Indian Companies Act, or any other applicable provisions, then such limits shall be added and shall constitute the aggregate of such limits in the Resultant Company 1.

3.3 Employee Stock Options

- 3.3.1 The options granted by FTPL to all eligible employees (whether vested or not) of the Grocery Undertaking, pursuant to the FTPL ESOP Plan, shall continue to be governed by the FTPL ESOP Plan.
- 3.3.2 With effect from the Effective Date 1, the options granted by FTPL under the FTPL ESOP Plan shall continue to be held by the eligible employees (irrespective of whether they continue to be employees of FTPL or become employees of the Resultant Company 1 pursuant to this Scheme), in the manner provided under and subject to the terms of the FTPL ESOP Plan and Applicable Law.
- 3.3.3 With effect from the Effective Date 1, with respect to the options held by the eligible employees as referred to in Clause 3.3.2 above, any adjustments to be made with regards the options/exercise period as a result of any corporate action undertaken by FTPL, shall be made with an aim and intent to ensure that: (a) the vesting period and the economic value of the options are unaltered as far as possible to protect the rights of such eligible employees at all times; and (b) such adjustments are not be detrimental to the interests of the option holder or the benefits intended to be provided to the option holder, all under the FTPL ESOP Plan.

3.4 Consideration

- 3.4.1 Upon this Scheme becoming effective in terms of Clause 8.5.1 and upon vesting of the Grocery Undertaking in the Resultant Company 1, FTPL shall provide to the Resultant Company 1, the list of shareholders of FTPL as on the Record Date 1, who are entitled to receive the Grocery Demerger Consideration Shares (*as defined below*), in terms of this Scheme.
- 3.4.2 The Boards of Directors of FTPL and the Resultant Company 1 have determined to issue either of: (a) fully paid and compulsorily convertible preference shares of the Resultant Company 1, having such terms and conditions as set out in **Schedule 7 ("Grocery CCPS")**; or (b) fully paid up equity shares of the Resultant Company 1 ("**Grocery Equity**"), to the shareholders of FTPL as referred to in Clause 3.4.1 above and in accordance with the option elected by the shareholder set out in Clause 3.4.3, below.
- 3.4.3 Upon this Scheme becoming effective in terms of Clause 8.5.1, the Resultant Company 1 shall, at the election of the shareholder in accordance with Clause 3.4.5, issue and allot to the shareholders of FTPL whose names are recorded in the register of members of FTPL on the Record Date 1, a total of 814,834,699, (eighty-one crore forty-eight lakh thirty-four thousand six hundred ninety-nine) shares (being either Grocery CCPS and/or Grocery Equity) of the Resultant Company 1, in the ratio set out below ("**Grocery Demerger Share Entitlement Ratio**"), such that for every one (1) share held by the shareholder in FTPL, such shareholder can opt for either:
- (a) 9.6601 (nine point six six zero one) fully paid-up Grocery CCPS of Rs. 10 (ten rupees) per share, of the Resultant Company 1;

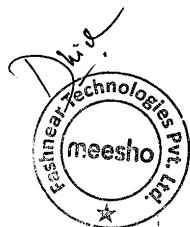
or



- (b) 9.6601 (nine point six six zero one) fully paid-up Grocery Equity of Rs. 10 (ten rupees) per share, of the Resultant Company 1;

in accordance with Clause 3.4, and such shares issued and allotted to the shareholders of FTPL pursuant to the Grocery Demerger Consideration Notice, hereinafter referred to as the ("**Grocery Demerger Consideration Shares**"), provided that, in the event of any increase in the issued, subscribed or paid up share capital of FTPL or issuance of any instruments convertible into equity shares or restructuring, reorganisation, re-classification of its equity share capital including by way of share split/consolidation/issue of bonus shares, free distribution of shares or instruments convertible into equity shares or vice versa or other similar action in relation to the share capital of FTPL at any time before the Record Date 1, the share exchange ratio set out above shall be adjusted appropriately to take into account the effect of such issuance or corporate actions and assuming conversion of any such issued instruments convertible into equity shares or vice versa, and the shareholder's rights/options under this Clause 3.4.3 shall not be adversely affected in any manner whatsoever.

- 3.4.4 FTPL had engaged PWC Business Consulting Services LLP, (IBBI Registered Valuer No: IBBI/RV-E/02/2022/158) to provide a share entitlement ratio report. In connection with such engagement, PWC Business Consulting Services LLP have issued a share entitlement ratio report dated 26 April 2024 in relation to the determination of the Grocery Demerger Share Entitlement Ratio as set out in Clause 3.4.3 above.
- 3.4.5 Within one (1) day from the Record Date 1 or such other date as determined by the Board of FTPL, the shareholders of FTPL whose names are recorded in the register of members as of the Record Date 1, shall, by way of a written notice ("**Grocery Demerger Consideration Notice**"), choose either of the options as set out in Clause 3.4.3, for the purpose of receiving the Grocery Demerger Consideration Shares.
- 3.5 **Issuance mechanics and other provisions**
- 3.5.1 The Grocery Equity to be issued and allotted by the Resultant Company 1 in terms of Clause 3.4 of Part-III of this Scheme shall be subject to the provisions of the memorandum of association and the articles of association of the Resultant Company 1 and shall rank *pari passu* in all respects with the existing equity shares (if any) of the Resultant Company 1, including with respect to dividend, bonus entitlement, right shares' entitlement, voting rights and other corporate benefits. The Grocery CCPS to be issued and allotted by the Resultant Company 1 in terms of Clause 3.4 of Part-III of this Scheme shall be subject to the provisions of the memorandum of association and the articles of association of the Resultant Company 1 and shall upon conversion into equity shares pursuant to the terms and conditions set out in **Schedule 7** rank *pari passu* in all respects with the existing equity shares (if any) of the Resultant Company 1, including with respect to dividend, bonus entitlement, right shares' entitlement, voting rights and other corporate benefits.
- 3.5.2 The Grocery Demerger Consideration Shares to be issued pursuant to Clause 3.4.3 shall be mandatorily issued in dematerialised form by the Resultant Company 1. The shareholders of the Resultant Company 1 must undertake all necessary steps, including opening demat accounts per the requirements of Applicable Laws, and provide such confirmation, information and details as may be required by the Transferee Company to enable it to issue the Grocery Demerger Consideration Shares.
- 3.5.3 For the purpose of the allotment of the Grocery Demerger Consideration Shares in Resultant Company 1 pursuant to Clauses 3.4 and 3.5, in case any member's holding in FTPL is such that the member becomes entitled to a fraction, such fractional entitlements, if any, of the equity shareholders of FTPL shall be rounded off to the nearest preceding whole number, such that a minimum of one (1) share is issued to each shareholder.
- 3.5.4 For the purpose of allotment of the Grocery Demerger Consideration Shares of the Resultant Company 1 pursuant to Clauses 3.4 and 3.5, any equity shares of FTPL which are held in abeyance under the provisions of Section 126 of the Indian Companies Act or otherwise shall pending allotment or settlement of dispute by order of court or otherwise, be held in abeyance by the Resultant Company 1 or shall be dealt with as provided under Applicable Laws.
- 3.5.5 On the approval of this Scheme by the members of the Resultant Company 1 pursuant to Sections 230-232 of the Indian Companies Act, and other relevant provisions of the Indian Companies Act and the rules made thereunder, if applicable, it shall be deemed that the members of the Resultant Company 1 have also accorded their consent under Section 62 and Section 42 of the Indian Companies Act and/or any other applicable provisions of the Indian Companies Act and the rules made thereunder, and the relevant provisions of the articles of association of the Resultant



Company 1, as may be applicable, for the aforesaid issuance of the Grocery Demerger Consideration Shares to the shareholders of FTPL, and no further resolutions or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Resultant Company 1 under Sections 62 and 42 of the Indian Companies Act and/or any other applicable provisions of the Indian Companies Act and the rules made thereunder. The Resultant Company 1 shall, if and to the extent required, apply for and obtain any approvals from the concerned regulatory authorities, for the issue and allotment by the Resultant Company 1 of the Grocery Demerger Consideration Shares to the members of FTPL, pursuant to this Scheme.

3.5.6 In the event of there being any pending and valid share transfers, whether lodged or outstanding, of any shareholder of FTPL, the Board of Directors, or any committee thereof, of FTPL shall be empowered in appropriate cases, even subsequent to the Record Date 1, as the case may be, to effectuate such a transfer in FTPL, as if such changes in registered holder were operative as on the Record Date 1, in order to remove any difficulties arising to FTPL or Resultant Company 1, as the case may be, in respect of such shares issued by the Resultant Company 1 after this Scheme comes into effect.

3.5.7 The Grocery Demerger Consideration Shares to be issued in lieu of the equity shares of FTPL which are held in the unclaimed suspense account or the Investor Education and Protection Fund Account linked to FTPL shall be issued to a new unclaimed suspense account/new Investor Education and Protection Fund Account (as the case may be) created for the shareholders of the Resultant Company 1.

3.6 Authorised Share Capital of the Resultant Company 1

3.6.1 The Resultant Company 1 shall undertake necessary steps to increase and re-classify its authorised share capital, suitably, as necessary, to enable it to issue and allot the Grocery Demerger Consideration Shares to the members of FTPL, pursuant to this Scheme and accordingly, modify its memorandum of association in terms of Applicable Laws.

3.6.2 For the purposes of Clause 3.6, the Resultant Company 1 shall make all necessary statutory filings with the Indian Registrar of Companies along with payment of necessary fee and stamp duty, if any, as required for undertaking any actions contemplated therein, in accordance with Applicable Law.

3.7 Accounting Treatment

3.7.1 Accounting treatment in the books of FTPL

Notwithstanding anything else contained in the Scheme, FTPL shall account for the demerger of the Grocery Undertaking with the Resultant Company 1 in terms of this Scheme, in its books of accounts underlying its separate financial statements, in accordance with the Indian Accounting Standards (Ind AS) prescribed under Section 133 of the Indian Companies Act, as notified under the Companies (Indian Accounting Standard) Rules, 2015 (*as amended*) and other generally accepted accounting principles in the following manner:

- (i) All the assets and the liabilities of the Grocery Undertaking, as appearing in the books of account of FTPL, shall be transferred to and vest in the Resultant Company 1 pursuant to this Scheme and shall be reduced from the respective book value of assets and liabilities of FTPL.
- (ii) The consideration which is in the form of the Grocery CCPS and the Grocery Equity will be received by FTPL in terms of Part-VI of this Scheme. FTPL will recognise such Grocery CCPS and Grocery Equity at fair value in its books of accounts.
- (iii) The surplus/deficit, if any, arising after taking effect of Clause 3.7.1(i) and after adjustment of Clause 3.7.1(ii) above, shall be recognised in the statement of profit and loss.
- (iv) For accounting purposes, this Scheme will be given effect to on the date when all substantial conditions for the transfer of the Grocery Undertaking are completed.
- (v) Any matter not dealt with in this Clause 3.7.1 shall be dealt with in accordance with the accounting standards applicable to FTPL.

3.7.2 Accounting treatment in the books of the Resultant Company 1

Notwithstanding anything else contained in the Scheme, the Resultant Company 1 shall account for the demerger of the Grocery Undertaking by FTPL to the Resultant Company 1 in terms of this



Scheme, in its books of accounts in accordance with Indian Accounting Standards (Ind AS), notified under the Companies (Indian Accounting Standard) Rules, 2015 (*as amended*) and generally accepted accounting principles, in the following manner:

- (i) All the assets and liabilities pertaining to the Grocery Undertaking, appearing in the books of FTPL, shall stand transferred to, and the same shall be recorded by the Resultant Company 1 at their respective carrying amount and in the same form and manner as appearing in the books of accounts of FTPL.
- (ii) The consideration in the form of Grocery CCPS and Grocery Equity which will be received by the Transferor Company pursuant to Part-VI of this Scheme shall be recognised as follows:
 - (a) The Resultant Company 1 shall credit to its equity share capital account, the aggregate face value of the Grocery Equity issued by it.
 - (b) The Resultant Company 1 shall classify the Grocery CCPS issued as financial liability in terms of the principles of Ind AS 32 – Financial Instruments (Presentation) and such financial liability shall be recognised at the fair value.
- (iii) Pursuant to the demerger of the Grocery Undertaking of FTPL with the Resultant Company 1, the inter-company balances, if any, between the Resultant Company 1 and the Grocery Undertaking of FTPL shall stand cancelled.
- (iv) The surplus, if any, arising after taking the effect of Clause 3.7.2(i), Clause 3.7.2(ii) and after adjustment of Clause 3.7.2(iii) shall be recognised as capital reserve in the financial statements of the Resultant Company 1. The deficit, if any, arising after taking the effect of Clause 3.7.2(i), Clause 3.7.2(ii) after adjustment of Clause 3.7.2(iii) shall be adjusted shall be debited to the amalgamation adjustment deficit account and its nature shall be *akin* to debit balance in profit and loss account. The balance in this account shall be presented as part of reserves and a note explaining the nature of this account shall be given in the financial statements of the Resultant Company 1.
- (v) The comparative financial information in the financial statements of the Resultant Company 1 shall be restated as if the demerger has occurred from the beginning of the comparative period presented or the date of incorporation of the Resultant Company 1, whichever is later.
- (vi) In case of any difference in accounting policy between the Grocery Undertaking of FTPL and the Resultant Company 1, the accounting policies followed by the Resultant Company 1 will prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies.
- (vii) For accounting purposes, this Scheme shall be given effect from the date when all substantial conditions for the demerger/transfer of assets and liabilities are completed.
- (viii) Any matter not dealt with in this Clause 3.7.2 shall be dealt with in accordance with the requirement of applicable accounting standards.



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PART – IV

4. DEMERGER OF THE E-COMM UNDERTAKING

4.1 Transfer and vesting of the E-comm Undertaking from FTPL to the Resultant Company 2

4.1.1 With effect from the Appointed Date 1 and upon this Scheme becoming effective, the E-comm Undertaking of FTPL, and including all the assets, properties and liabilities and the entire E-comm business, shall stand transferred to and vest in the Resultant Company 2, as a going concern, without any further act or deed, and shall be demerged from FTPL together with all its properties, assets, rights, benefits and interest therein, subject to and in accordance with the provisions of this Scheme, Chapter XV of the Indian Companies Act, Section 2(19AA) of the IT Act and all other provisions of Applicable Law, if any, and related provisions contained in various other Taxation laws in force in India, including without limitation in relation to goods and services tax, customs duty, excise duty, CENVAT credit or value added tax. In addition, for the avoidance of doubt, the Grocery Undertaking and all the assets, liabilities and obligations pertaining thereto shall belong to and be vested in and be managed by the Resultant Company 1 and the Residual Undertaking and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by FTPL.

4.1.2 Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, upon this Scheme becoming effective and with effect from the Appointed Date 1:

- (i) All assets including properties of FTPL pertaining to the E-comm Undertaking, that are movable in nature or incorporeal property or are otherwise capable of transfer by physical or constructive delivery and/or by endorsement and delivery or by vesting and recordal of whatsoever nature, including plant, machinery and equipments, pursuant to this Scheme, whether or not included in the books of FTPL pertaining to the E-comm Undertaking and all assets and properties, which are acquired by FTPL pertaining to the E-comm Undertaking on or after the Appointed Date 1 but prior to the Effective Date 1, shall stand transferred to and vested in and/or be deemed to be transferred to and vested in the Resultant Company 2 wherever located and shall become the property and an integral part of the Resultant Company 2. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or by vesting and recordal, pursuant to this Scheme, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly.
- (ii) All other movable properties of FTPL pertaining to the E-comm Undertaking, including Tax refunds with the government as applicable, investments, if any, in shares and any other securities, sundry debtors, future receivables, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, semi-government, local and other authorities and bodies, customers and other persons, shall without any further act, instrument or deed, become the property of the Resultant Company 2, and the same shall also be deemed to have been transferred by way of delivery of possession of the respective documents in this regard. It is hereby clarified that investments, if any, made by FTPL and pertaining to the E-comm Undertaking and all the rights, title and interest of FTPL pertaining to the E-comm Undertaking in any leasehold properties shall, pursuant to Section 232 of the Indian Companies Act and the provisions of this Scheme, without any further act or deed, be transferred to and vested in and/or be deemed to have been transferred to and vested in the Resultant Company 2, and/or be deemed to be demerged from FTPL and transferred to and vested in the Resultant Company 2.
- (iii) All immovable properties of FTPL and pertaining to the E-comm Undertaking, if any, including land together with the buildings and structures standing thereon and rights and interests in immovable properties of FTPL and pertaining to the E-comm Undertaking, whether freehold or leasehold or otherwise and all documents of title, rights and easements in relation thereto, shall be vested in and/or be deemed to have been vested in the Resultant Company 2, without any further act or deed done or being required to be done by FTPL and/or the Resultant Company 2. The Resultant Company 2 shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties, if any, and shall be liable to pay the ground rent and Taxes and fulfil all obligations in relation to or applicable to such immovable properties. To facilitate any transfer of immovable property of FTPL, pertaining to the Grocery Undertaking, if any, to the Resultant Company 1, which requires



any separate documents or deeds of transfer to be executed to effect such transfer, the Resultant Company 1 and FTPL shall take all the necessary steps including execution of such documents or deeds, as and when required. The mutation or substitution of the title to the immovable properties, if any, shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Resultant Company 2 by the appropriate authorities pursuant to the sanction of this Scheme by the Tribunal and upon this Scheme becoming effective in accordance with the terms hereof, without any further act or deed to be done or executed by FTPL and/or the Resultant Company 2. It is clarified that the Resultant Company 2 shall be entitled to engage in such correspondence and make such representations, as may be necessary, for the purposes of the aforesaid transfer, mutation and/or substitution.

Notwithstanding any provision to the contrary, from the Effective Date 1 and until the owned property, leasehold property and related rights thereto, license/right to use the immovable property, tenancy rights, liberties and special status are transferred, vested, recorded, vested and/or perfected, in the records of the appropriate authority, in favour of the Resultant Company 2, the Resultant Company 2 is deemed to be authorised to carry on business, in the name and style of FTPL under the relevant agreement, deed, lease and/or licenses, as the case may be, and the Resultant Company 2 shall keep a record and/or account of such transaction.

- (iv) All the security interest over any moveable and/or immoveable properties and security in any other form (both present and future) including but not limited to any pledges, or guarantees, if any, created/executed by any person in favour of FTPL for the purposes of the E-comm Undertaking or any other person acting on behalf of or for the benefit of FTPL pertaining to the E-comm Undertaking for securing the obligations of the persons to whom FTPL has advanced loans and granted other funded and non-funded financial assistance, pertaining to the E-comm Undertaking by way of letter of comfort or through other similar instruments shall pursuant to the provisions of Section 232 of the Indian Companies Act and without any further act, instrument or deed stand vested in and be deemed to be in favour of the Resultant Company 2 and the benefit of such security shall be available to the Resultant Company 2 as if such security was *ab initio* created in favour of the Resultant Company 2. The mutation or substitution of the charge in relation to the movable and immovable properties of FTPL pertaining to the E-comm Undertaking shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Resultant Company 2 by the appropriate authorities and third parties (including any depository participants) pursuant to the sanction of this Scheme by the Tribunal and upon this Scheme becoming effective in accordance with the terms hereof.
- (v) All debts, liabilities (including Tax liabilities), borrowings, bills payable, interest accrued and all other duties, liabilities, undertakings and obligations of the E-comm Undertaking, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of account or disclosed in the balance sheets of FTPL pertaining to the E-comm Undertaking shall be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Resultant Company 2, and the Resultant Company 2 shall, and undertakes to meet, discharge and satisfy the same in terms of their respective terms and conditions, if any. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause.
- (vi) All contracts, deeds, bonds, agreements, schemes, arrangements and other instruments permits, rights, entitlements, licenses (including the licenses granted by any governmental, statutory or regulatory bodies) for the purpose of carrying on the business of FTPL pertaining to the E-comm Undertaking and in relation thereto and those relating to tenancies, privileges, powers, pledge, facilities of every kind and description of whatsoever nature in relation to FTPL pertaining to the E-comm Undertaking, or to the benefit of which, the E-comm Undertaking may be eligible and which are subsisting or having effect immediately before the Effective Date 1, shall be and remain in full force and effect on, against or in favour of the Resultant Company 2 and may be enforced as fully and effectually as if, instead of FTPL and pertaining to the E-comm Undertaking, the Resultant Company 2 had been a party or beneficiary or obligor thereto. In relation to the same, any procedural requirements required to be fulfilled solely by FTPL (and not by any of its successors), shall be fulfilled by the Resultant Company 2 as if it is the duly constituted attorney of FTPL.

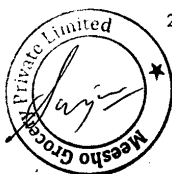


The Resultant Company 2 may at its sole discretion enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which FTPL, if necessary, shall also be a party in order to give formal effect to the provisions of this Scheme. The Resultant Company 2 shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of FTPL for the E-comm Undertaking and to implement or carry out all formalities required to give effect to the provisions of this Scheme.

- (vii) Any pending suits/appeals, all legal, Taxation or other proceedings including before any statutory or quasi-judicial authority or tribunal or other proceedings of whatsoever nature relating to FTPL and pertaining to the E-comm Undertaking, whether by or against FTPL, whether pending on the Appointed Date 1 or which may be instituted any time in the future and in each case relating to the E-comm Undertaking shall not abate, be discontinued or in any way prejudicially affected by reason of the demerger of the E-comm Undertaking or of anything contained in this Scheme, but the proceedings shall continue and any prosecution shall be enforced by or against the Resultant Company 2 after the Effective Date 1. The Resultant Company 2 shall, after the effective Date 1, be replaced as party to such proceedings and shall prosecute or defend such proceedings in co-operation with FTPL in the same manner and to the same extent as would or might have been continued, prosecuted and/or enforced by or against FTPL, as if this Scheme had not been implemented.
- (viii) All cheques and other negotiable instruments, payment orders received and presented for encashment which are in the name of FTPL and pertaining to the E-comm Undertaking after the Effective Date 1, shall be accepted by FTPL and promptly transferred to the accounts of the Resultant Company 2.
- (ix) All employees of FTPL pertaining to the E-comm Undertaking who are on its payrolls as on the Effective Date 1, shall become the employees of the Resultant Company 2 without any break or interruption in their services on no less favourable terms (including employee benefits such as provident fund, leave encashment and any other retiral benefits) as applicable to such employees with FTPL and in accordance with Applicable Laws. The Resultant Company 2 further agrees that for the purpose of payment of any retirement benefit/compensation, incentive contractual and statutory benefit, incentive plans, terminal benefits, such immediate uninterrupted past services with FTPL, shall also be taken into account and accordingly, shall be reckoned from the date of their appointment with FTPL. In order to give effect to this provision and to carry out or perform all formalities or compliances, FTPL and or the Resultant Company 2, as the case may be, shall do all such acts and deeds as may be necessary, or execute such contracts, agreements, deeds or other instruments or obtain necessary approvals, permits, rights and entitlements.

It is clarified that with effect from the Effective Date 1, the Resultant Company 1 shall take necessary steps to undertake statutory filings and make contributions including but not limited to provident fund, gratuity, leave encashment, in respect of the transferred employees of FTPL, in accordance with Applicable Laws.

- (x) All intellectual property and rights thereto (including the right to use), whether registered or unregistered, along with all rights of commercial nature including registrations, goodwill and licenses, trademarks, service marks, copyrights, domain names, applications for copyrights (including software codes, flow charts, descriptions and other work products and documentation such as user manuals and training materials), domain names, applications for copyrights, trade names and trademarks, of FTPL pertaining to the E-comm Undertaking, as more particularly identified in **Schedule 2**, shall be transferred to the Resultant Company 2. It is clarified that notwithstanding the transfer of the intellectual property as contemplated herein, both FTPL and the Resultant Company 2 shall be entitled to use the common logos, whether as part of the corporate names (including with respect to any subsidiaries, joint ventures and associate companies), logos, brand names, trademarks, products, programmes or services, in present or future. FTPL and the Resultant Company 2 may, if required, enter into appropriate arrangements, in respect of the use of license, of the intellectual property that is transferred to the Resultant Company 2 under this Scheme or vice versa for such transition period or on a long term basis as the respective Board of Directors of FTPL and the Resultant Company 2 deem fit;
- (xi) All Taxes (including but not limited to advance tax, tax deducted at source, tax collected at source, minimum alternate tax, fringe benefit tax, securities transaction tax, self-assessment tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, stamp duty and goods and services tax) to FTPL relating to the E-comm Undertaking,

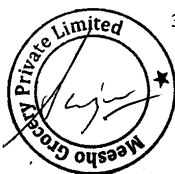


including all or any refunds or claims shall be treated as the Tax liability or refunds/claims, as the case may be, of the Resultant Company 2 and any Tax incentives, advantages, privileges, exemptions, credits, holidays, remissions and reductions, as would have been available to the E-comm Undertaking, shall pursuant to this Scheme becoming effective, be available to the Resultant Company 2. The unutilised credits relating to good and services taxes or any other Taxes by whatever name called, as applicable, which may remain unutilised, in the electronic credit ledger of FTPL, pertaining to the Grocery Undertaking, shall be transferred to and vest in the Resultant Company 1, upon filing of requisite forms. Thereafter the unutilised credit so specified, shall be credited to the electronic credit ledger of FTPL and the input credit shall be adjusted by the Resultant Company 1, in its books of accounts.

- (xii) All approvals, consents, exemptions, Tax benefits/incentives/concessions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses (including the licenses granted by any governmental, statutory or regulatory bodies for the purpose of carrying on its business, or in connection therewith) and certificates of every kind and description whatsoever held by FTPL in relation to the E-comm Undertaking, or to the benefit of which the E-comm Undertaking may be eligible/entitled and which are subsisting or having effect immediately before the Effective Date 1 shall be in full force and effect in favour of the Resultant Company 2 and may be enforced as fully and effectually as if, instead of FTPL, the Resultant Company 2 had been a party or beneficiary or obligor thereto. It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this Clause, the said third party or authority shall make and duly record the necessary substitution/endorsement in the name of the Resultant Company 2 pursuant to the sanction of this Scheme by the Tribunal and upon this Scheme becoming effective in accordance with the terms hereof. For this purpose, the Resultant Company 2 shall file appropriate applications/documents with relevant authorities concerned for information and record purposes. It is further clarified that until the licenses, permits, quotas, approvals, incentives, subsidies, rights, claims, leases, sub-leases, tenancy rights, liberties, rehabilitation schemes, special statuses are transferred, vested, recorded, effected, and/or perfected, in the record of the appropriate authority, in favour of the Resultant Company 2, the Resultant Company 2 shall be authorised to carry on business in the name and style of FTPL, in relation to or in connection with the E-comm Undertaking, and under the relevant license and/or permit and/or approval, as the case may be.
- (xiii) Benefits of any and all corporate approvals as may have already been taken by FTPL in relation to the E-comm Undertaking, whether being in the nature of compliances or otherwise, including without limitation approvals under Sections 42, 62, 180, 185, 186, 188, 197 and 198, of the Indian Companies Act, read with the rules and regulations made thereunder, shall stand transferred to the Resultant Company 2 and the said corporate approvals and compliances shall be deemed to have been taken/complied with by the Resultant Company 2, by virtue of approval of this Scheme. In addition, benefits of any and all corporate approvals as may have already been taken by FTPL in relation to appointment and payment of remuneration to the directors, key managerial personnel or for the purpose of such related party transactions; which are being transferred to the Resultant Company 2 as a part of the E-comm Undertaking, shall stand transferred to the Resultant Company 2 and the said corporate approvals and compliances shall be deemed to have been taken/ complied with by the Resultant Company 2, by virtue of approval of this Scheme.
- (xiv) All estates, assets, rights, title, interests and authorities accrued to and/or acquired by the E-comm Undertaking shall be deemed to have been accrued to and/or acquired for and on behalf of the Resultant Company 2 and shall, upon this Scheme becoming effective, pursuant to the provisions of Section 232 of the Indian Companies Act and other applicable provisions of the Indian Companies Act, without any further act, instrument or deed be and stand transferred to or vested in and/or be deemed to have been transferred to or vested in the Resultant Company 2 to that extent and shall become the estates, assets, right, title, interests and authorities of the Resultant Company 2.
- (xv) All bank accounts operated or entitled to be operated by FTPL relating to the E-comm Undertaking shall be deemed to have transferred and shall stand transferred to the Resultant Company 2, and name of FTPL pertaining to the E-comm Undertaking, shall be substituted by the name of the Resultant Company 2, respectively, in the bank's records.
- (xvi) All the property, assets and liabilities of the E-comm Undertaking shall be transferred by FTPL to the Resultant Company 2 at the values appearing in the books of account of FTPL at the close of business of the day immediately preceding the Appointed Date 1.



- 4.1.3 Upon this Scheme becoming effective, the secured creditors of FTPL pertaining to the E-comm Undertaking shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the E-comm Undertaking, as existing immediately prior to the demerger of the E-comm Undertaking into the Resultant Company 2 and any reference in any security documents or arrangements to which FTPL is a party, wherein the assets of the E-comm Undertaking have been or are offered or agreed to be offered as securities for any financial assistance or obligations, shall be construed as a reference to only the assets pertaining to the E-comm Undertaking as are vested in the Resultant Company 2 in accordance with this Scheme, to the end and intent that pursuant to the demerger and vesting of the E-comm Undertaking into the Resultant Company 2, the secured creditors of FTPL pertaining to the E-comm Undertaking shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of FTPL or Resultant Company 2, and hence such assets which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Resultant Company 2. In so far as the assets comprised in the E-comm Undertaking are concerned, the encumbrances, if any, over such assets relating to any loans, borrowings or other debts which are not transferred to the Resultant Company 2, pursuant to this Scheme and which shall continue with FTPL, shall without any act or deed be released from such encumbrance and shall no longer be available as security in relation to such liabilities. For the avoidance of doubt, it is clarified that is so far as the assets comprising the Residual Undertaking and the Grocery Undertaking are concerned, the encumbrance, if any, over such assets relating to the liabilities transferred to Resultant Company 2, without any further act, instrument or deed being required, be released and discharged from the obligations and encumbrances relating to the same. In addition, other security holders over the properties of FTPL pertaining to the E-comm Undertaking (other than the secured creditors of the E-comm Undertaking) shall not be entitled to any security over the properties of FTPL pertaining to the Residual Undertaking and/or the Grocery Undertaking. For this purpose, sanction of this Scheme by the secured creditors/security holders shall be considered as a specific consent towards the same.
- 4.1.4 Any reference in any security documents or arrangements (to which FTPL is a party) to FTPL and its assets and properties, which relate to the E-comm Undertaking, shall be construed as a reference to the Resultant Company 2 and the assets and properties of FTPL transferred to the Resultant Company 2 by virtue of this Scheme. The provisions of this Clause 4.1.4 shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue of any security document, all of which instruments, deeds or writings shall stand modified and/or suspended by the foregoing provisions.
- 4.1.5 It is clarified that if any assets, estate, claim, right, title, interest in or authorities relating to such assets or any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the E-comm Undertaking, which FTPL owns or to which FTPL is a party and pertains to the E-comm Undertaking and which cannot be transferred to the Resultant Company 2 for any reason whatsoever, FTPL shall hold such assets or any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments in trust for the benefit of the Resultant Company 2 to which the E-comm Undertaking is being transferred in terms of the provisions of this Scheme in so far as permissible to do so until such as time as the transfer is effected.
- 4.1.6 It is clarified that in case of any refunds, benefits incentives, grants and subsidies, in relation to or in connection with FTPL, FTPL may if so required by the Resultant Company 2, issue notices in such form as the Resultant Company 2 may deem fit and proper stating that pursuant to the sanction order under Section 230 to 232 of the Indian Companies Act, the relevant refund, benefit, incentive, grant, subsidies, be paid or made good or held on account of the Resultant Company 2, as the person entitled thereto, to the end and intent that the right of FTPL to recover or realise the same, stands transferred to the Resultant Company 2 and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 4.1.7 Without prejudice to the other provisions of this Scheme and notwithstanding the vesting of the E-comm Undertaking to the Resultant Company 2 by virtue of Part-IV of this Scheme itself, the Resultant Company 2 may, at any time after this Scheme becomes effective in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement in relation to which FTPL has been a party, including any filings with the regulatory authorities (or any charge related filing) in order to give formal effect to the above provisions and to carry out or perform all such formalities or compliances referred to above on the part of the E-comm Undertaking. The Resultant Company 2, if necessary, shall also be a party to the above. The Resultant Company 2 shall, under the provisions of Part-IV of this Scheme, be deemed to be authorised to execute any such writings on behalf of the E-comm Undertaking and to carry out or perform all such formalities or compliances referred to above on the part of the E-comm Undertaking to be carried out or performed.



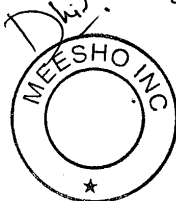
4.1.8 FTPL and/or the Resultant Company 2 as the case may be, shall, at any time after this Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, do all such acts or things as may be necessary to transfer/obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by FTPL in relation to the E-comm Undertaking. It is hereby clarified that if the consent of any third party or authority, if any, is required to give effect to the provisions of this Clause, the said third party or authority shall make and duly record the necessary substitution/endorsement in the name of the Resultant Company 2 pursuant to the sanction of this Scheme by the Tribunal, and upon this Scheme becoming effective in accordance with the provisions of the Indian Companies Act and with the terms hereof. For this purpose, the Resultant Company 2 shall file appropriate applications/documents with relevant authorities concerned for information and record purposes.

4.1.9 If any assets (including but not limited to any estate, rights, title, interest in or authorities relating to such assets) which FTPL owns in relation to or in connection with the E-comm Undertaking, any liabilities that pertain to FTPL and/or any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature, to which FTPL is a party in relation to or in connection with the E-comm Undertaking, have not been transferred to the Resultant Company 2, FTPL, as applicable, shall hold such assets, liabilities and/or contracts, as the case may be, in trust for the benefit of the Resultant Company 2 in so far as it is permissible so to do until the time such assets/liabilities/contracts are duly transferred to the Resultant Company 2, subject to Applicable Laws. FTPL and the Resultant Company 2 shall however, between themselves, treat each other as if that all contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the E-comm Undertaking had been transferred to the Resultant Company 2 on the Effective Date 1. FTPL shall render all necessary assistance to and fully cooperate with, the Resultant Company 2 with respect to such assets, liabilities and/or contracts, deeds bonds, agreements, schemes, arrangements or other instruments of whatsoever nature, to be discharged after the Effective Date 1. Notwithstanding any such mechanism or arrangement between FTPL and the Resultant Company 2 pursuant to this Clause 4.1.9, FTPL shall with respect to the period after the Effective Date 1: (a) not be responsible for performance of any obligations or for any liabilities whatsoever arising from or in relation to the E-comm Undertaking; and (b) not be entitled to any rights or to receive any benefits whatsoever in relation to the E-comm Undertaking. The economic, financial, technical and operational responsibility and all related cost and expenses (direct and incurred), liabilities and Taxes in connection with the E-comm Undertaking, shall rest with and be borne entirely and exclusively by the Resultant Company 2 after the Effective Date 1. Resultant Company 2 shall promptly pay, indemnify and hold harmless FTPL for and from any such costs, expenses, losses, damages, liabilities and Taxes or requirements under the contract(s) after the Effective Date 1 if arising pursuant to the arrangement between FTPL and the Resultant Company 2 under this Clause 4.1.9.

4.2 Conduct of Business until Effective Date 1 and upon Effectiveness of this Scheme

4.2.1 With effect from the Appointed Date 1 and up to and including the Effective Date 1:

- (i) save as may be governed by any arrangement entered into between FTPL and the Resultant Company 2, the business of the E-comm Undertaking shall be carried on in ordinary course and in trust by FTPL for and behalf of the Resultant Company 2.
- (ii) FTPL shall carry on its business and activities with reasonable diligence and business prudence and in the same manner as it had been doing hitherto and shall not undertake financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or committee, either for itself or on behalf of its subsidiaries or group companies or any third party, or sell, transfer, alienate, charge, mortgage or encumber its properties or assets or any part thereof, save and except in each case in the following circumstances:
 - (i) if the same is in its ordinary course of business; or
 - (ii) if the same is expressly permitted by this Scheme; or
 - (iii) if prior written consent of the Board of Directors of FTPL and the Resultant Company 2 has been obtained.
- (iii) Except by mutual consent of the Boards of Directors of FTPL and the Resultant Company 2, or except pursuant to any prior commitment, obligation or arrangement existing or undertaken by FTPL and/or the Resultant Company 2 pertaining to the E-comm Undertaking as on the date of filing of this Scheme, or except as contemplated in this



Scheme, pending sanction of this Scheme, FTPL and/or the Resultant Company 2 shall not make any change in their capital structures either by way of any increase (by issue of equity shares, preference shares, bonus shares, convertible debentures or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organisation or in any other manner, which would have the effect of re-organisation of capital of such company(ies).

- (iv) The Resultant Company 2 shall be entitled, pending the sanction of this Scheme, to apply to the appropriate authorities concerned as necessary under Applicable Laws for such consents, approvals and sanctions which the Resultant Company 2 may require to carry on the business of the E-comm Undertaking which is being transferred and vested in it in terms of this Scheme.
- 4.2.2 Any claims, liabilities or demands (including in relation to income tax, service tax, tax deducted at source, provident fund and any other Tax or statutory obligations) arising out of the activities or operations of the E-comm Undertaking after the Effective Date 1 shall be deemed to be part of the E-comm Undertaking and shall consequently be entirely borne by the Resultant Company 2. In the event that such liability is incurred by or such claim or demand is made upon FTPL pertaining to the E-comm Undertaking (or any successor thereof), then the Resultant Company 2 shall indemnify FTPL (or any successor thereof) for any payments made in relation to the same.
- 4.2.3 The Resultant Company 2 undertakes to engage, upon this Scheme becoming effective, all such employees of FTPL pertaining to the E-comm Undertaking and who are in the employment of FTPL as on the Effective Date 1, on terms and conditions no less favourable than those on which they are engaged by FTPL, with continuity of service and without any interruption of service as a result of this transfer.
- 4.2.4 The Resultant Company 2 undertakes to continue to abide by any agreement(s)/settlement(s) entered into with any labour unions/employees by FTPL in relation to or in connection with the E-comm Undertaking. The Resultant Company 2 agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such employees with FTPL shall also be taken into account and agrees and undertakes to pay the same as and when payable.
- 4.2.5 In relation to provident fund, gratuity fund and superannuation fund and/or schemes, leave encashment and any other special scheme or benefits, funds or trusts created or existing for the benefit of such employees of FTPL pertaining to the E-comm Undertaking, if any, such proportion of the investments made in the funds and liabilities which are relating to the transferred employees as on the Effective Date 1, shall be transferred to the similar funds, if any, created by the Resultant Company 2 and shall be held for their benefit pursuant to this Scheme, or at the sole discretion of the Resultant Company 2, maintained as separate funds by the Resultant Company 2. In the event, that the Resultant Company 2 does not have its own funds/trusts, in respect of any of the above mentioned funds, the Resultant Company 2 may, to the extent permitted by the contracts or deeds or Applicable Laws governing these funds/trusts and subject to necessary approvals and permissions, continue to contribute to the relevant funds of FTPL, until such time that the Resultant Company 2 create its own funds or decides not to form its own funds, at which time the funds and the investments and contributions pertaining to the transferred employees, shall be transferred to the funds created by the Resultant Company 2 or to the concerned funds of the relevant appropriate authority (such as of the Employees' Provident Fund Organisation) and other funds as the case may be. Where the Resultant Company 2 decides not to form its own funds, and if certain benefits cannot be provisioned for through the funds of relevant appropriate authority, these benefits are to be provided in any other legally compliant manner, and the parties shall, at that time, agree on the mode for transfer of the relevant amounts from the appropriate funds of FTPL.
- 4.2.6 It is the aim and intent of this Scheme that all the rights, duties, powers and obligations of the E-comm Undertaking in relation to such schemes or funds shall become those of the Resultant Company 2. Upon this Scheme becoming effective, the Resultant Company 2 shall stand substituted for the E-comm Undertaking for all purposes whatsoever relating to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents.
- 4.2.7 Upon this Scheme becoming effective, the Resultant Company 2 shall carry on and shall be authorised to carry on the business of the E-comm Undertaking.
- 4.2.8 For the purpose of giving effect to the order passed under Chapter XV and other applicable provisions of the Indian Companies Act in respect of this Scheme by the Tribunal, the Resultant Company 2 shall, at any time, pursuant to the order on this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the transfer of the E-comm Undertaking, in accordance with the provisions of Chapter XV of the Indian Companies Act. The Resultant Company 2 is and shall



always be deemed to have been authorised to execute any pleadings, applications, forms and deeds, as may be required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme, pursuant to the sanction of this Scheme by the Tribunal.

- 4.2.9 Upon this Scheme becoming effective with effect from the Effective Date 1, the Resultant Company 2, unconditionally and irrevocably, agrees and undertakes to pay, discharge and satisfy all liabilities and obligations of FTPL pertaining to the E-comm Undertaking, in order to give effect to the foregoing provisions.
- 4.2.10 Upon this Scheme becoming effective and with effect from the Appointed Date 1 all profits accruing to the E-comm Undertaking and all Taxes thereof or losses arising or incurred by it relating to the E-comm Undertaking shall, for all purposes be treated as the profits, Taxes or losses as the case may be of the Resultant Company 2.
- 4.2.11 Upon this Scheme becoming effective, the resolutions, if any, of FTPL pertaining to the E-comm Undertaking, which are valid and subsisting on the Effective Date 1 shall continue to be valid and subsisting and be considered as resolutions of the Resultant Company 2 and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Indian Companies Act, or any other applicable provisions, then such limits shall be added and shall constitute the aggregate of such limits in the Resultant Company 2.

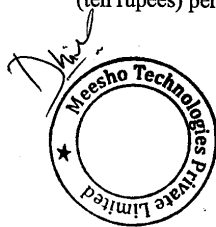
4.3 Employee Stock Options

- 4.3.1 The options granted by FTPL to all eligible employees (whether vested or not) of the E-comm Undertaking, pursuant to the FTPL ESOP Plan, shall continue to be governed by the FTPL ESOP Plan.
- 4.3.2 With effect from the Effective Date 1, the options granted by FTPL under the FTPL ESOP Plan shall continue to be held by the eligible employees (irrespective of whether they continue to be employees of FTPL or become employees of the Resultant Company 2 pursuant to this Scheme), in the manner provided under and subject to the terms of the FTPL ESOP Plan and Applicable Law.
- 4.3.3 With effect from the Effective Date 1, with respect to the options held by the eligible employees as referred to in Clause 4.3.2 above, any adjustments to be made with regards the options/exercise period as a result of any corporate action undertaken by FTPL, shall be made with an aim and intent to ensure that: (a) the vesting period and the economic value of the options are unaltered as far as possible to protect the rights of such eligible employees at all times; and (b) such adjustments are not be detrimental to the interests of the option holder or the benefits intended to be provided to the option holder, all under the FTPL ESOP Plan.

4.4 Consideration

- 4.4.1 Upon this Scheme becoming effective in terms of Clause 8.5.1 and upon vesting of the E-comm Undertaking in the Resultant Company 2, FTPL shall provide to the Resultant Company 2, the list of shareholders of FTPL as on the Record Date 1, who are entitled to receive the E-comm Demerger Consideration Shares (*as defined below*), in terms of this Scheme.
- 4.4.2 The Boards of Directors of FTPL and the Resultant Company 2 have determined to issue either of: (a) fully paid and compulsorily convertible preference shares of the Resultant Company 2, having such terms and conditions as set out in **Schedule 8 ("E-comm CCPS")**; or (b) fully paid up equity shares of the Resultant Company 2 ("**E-comm Equity**"), to the shareholders of FTPL as referred to in Clause 4.4.1 above, and in accordance with the option elected by the shareholder set out in Clause 4.4.3, below.
- 4.4.3 Upon this Scheme becoming effective in terms of Clause 8.5.1, the Resultant Company 2 shall, at the election of the shareholder in accordance with Clause 4.4.5, issue and allot to the shareholders of FTPL whose names are recorded in the register of members of FTPL on the Record Date 1, a total of 27,770,333,828 (two thousand seven hundred and seventy seven crores three lakhs thirty three thousand eight hundred and twenty eight) shares (being either E-Comm CCPS and/or E-Comm Equity) of the Resultant Company 2, in the ratio set out below ("**E-comm Demerger Share Entitlement Ratio**"), such that for every one (1) share held by the shareholder in FTPL, such shareholder can opt for either:

- (a) 329.2266 (three twenty nine point two two six six) fully paid-up E-comm CCPS of Rs. 10 (ten rupees) per share, of the Resultant Company 2;



or

- (b) 329.2266 (three twenty nine point two two six six) fully paid-up E-comm Equity of Rs. 10 (ten rupees) per share, of the Resultant Company 2;

in accordance with Clause 4.4, and such shares issued and allotted to the shareholders of FTPL pursuant to the E-comm Demerger Consideration Notice, hereinafter referred to as the “**E-comm Demerger Consideration Shares**”, provided that, in the event of any increase in the issued, subscribed or paid up share capital of FTPL or issuance of any instruments convertible into equity shares or restructuring, reorganisation, re-classification of its equity share capital including by way of share split/consolidation/issue of bonus shares, free distribution of shares or instruments convertible into equity shares or vice versa or other similar action in relation to the share capital of FTPL at any time before the Record Date 1, the share exchange ratio set out above shall be adjusted appropriately to take into account the effect of such issuance or corporate actions and assuming conversion of any such issued instruments convertible into equity shares or vice versa, and the shareholder’s rights/options under this Clause 4.4.3 shall not be adversely affected in any manner whatsoever.

- 4.4.4 FTPL had engaged PWC Business Services LLP (IBBI Registered Valuer No: IBBI/RV-E/02/2022/158) to provide a share entitlement ratio report. In connection with such engagement, PWC Business Services LLP have issued a share entitlement ratio report dated 26 April 2024 in relation to the determination of the E-comm Demerger Share Entitlement Ratio as set out in Clause 4.4.3 above.

- 4.4.5 Within one (1) day from the Record Date 1 or such other date as determined by the Board of FTPL, the shareholders of FTPL whose names are recorded in the register of members as of the Record Date 1, shall, by way of a written notice (“**E-comm Demerger Consideration Notice**”), choose either of the options as set out in Clause 4.4.3, for the purpose of receiving the E-comm Demerger Consideration Shares.

4.5 Issuance mechanics and other provisions

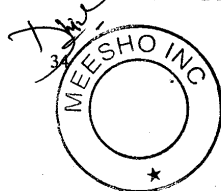
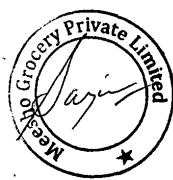
- 4.5.1 The E-comm Equity to be issued and allotted by the Resultant Company 2 in terms of Clause 4.4 of Part-IV of this Scheme shall be subject to the provisions of the memorandum of association and the articles of association of the Resultant Company 2 and shall rank *pari passu* in all respects with the existing equity shares (if any) of the Resultant Company 2, including with respect to dividend, bonus entitlement, right shares’ entitlement, voting rights and other corporate benefits. The E-comm CCPS to be issued and allotted by the Resultant Company 2 in terms of Clause 4.4 of Part-IV of this Scheme shall be subject to the provisions of the memorandum of association and the articles of association of the Resultant Company 2 and upon conversion into equity shares pursuant to the terms and conditions set out in **Schedule 8**, shall rank *pari passu* in all respects with the existing equity shares (if any) of the Resultant Company 2, including with respect to dividend, bonus entitlement, right shares’ entitlement, voting rights and other corporate benefits.

- 4.5.2 The E-comm Demerger Consideration Shares to be issued pursuant to Clause 4.4.2 shall be issued mandatorily in dematerialised form by the Resultant Company 2. The shareholders of the Resultant Company 2 must undertake all necessary steps, including opening demat accounts per the requirements of Applicable Laws, and provide such confirmation, information and details as may be required by the Transferee Company to enable it to issue the E-comm Demerger Consideration Shares.

- 4.5.3 For the purpose of the allotment of the E-comm Demerger Consideration Shares in Resultant Company 2 pursuant to Clauses 4.4 and 4.5, in case any member’s holding in FTPL is such that the member becomes entitled to a fraction, such fractional entitlements, if any, of the equity shareholders of FTPL shall be rounded off to the nearest preceding whole number, such that a minimum of one (1) share is issued to each shareholder.

- 4.5.4 For the purpose of allotment of the E-comm Demerger Consideration Shares of the Resultant Company 2 pursuant to Clauses 4.4 and 4.5, any equity shares of FTPL which are held in abeyance under the provisions of Section 126 of the Indian Companies Act or otherwise shall pending allotment or settlement of dispute by order of court or otherwise, be held in abeyance by the Resultant Company 2 or shall be dealt with as provided under Applicable Laws.

- 4.5.5 On the approval of this Scheme by the members of the Resultant Company 2 pursuant to Sections 230-232 of the Indian Companies Act and other relevant provisions of the Indian Companies Act and the rules made thereunder, if applicable, it shall be deemed that the members of the Resultant Company 2 have accorded their consent under Section 62 and Section 42 of the Indian Companies



Act, and/or any other applicable provision of the Indian Companies Act and the rules made thereunder, and the relevant provisions of the articles of association of the Resultant Company 2, as may be applicable for the aforesaid issuance of the E-comm Demerger Consideration Shares to the shareholders of FTPL, and no further resolutions or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Resultant Company 2 under Sections 62 and 42 of the Indian Companies Act and/or any other applicable provisions of the Indian Companies Act and the rules made thereunder. The Resultant Company 2 shall, if and to the extent required, apply for and obtain any approvals from the concerned regulatory authorities, for the issue and allotment by the Resultant Company 2 of the E-comm Demerger Consideration Shares to the members of FTPL, pursuant to this Scheme.

4.5.6 In the event of there being any pending and valid share transfers, whether lodged or outstanding, of any shareholder of FTPL, the Board of Directors, or any committee thereof, of FTPL shall be empowered in appropriate cases, even subsequent to the Record Date 1, as the case may be, to effectuate such a transfer in FTPL, as if such changes in registered holder were operative as on the Record Date 1, in order to remove any difficulties arising to FTPL or Resultant Company 2, as the case may be, in respect of such shares issued by the Resultant Company 2 after this Scheme comes into effect.

4.5.7 The E-comm Demerger Consideration Shares to be issued in lieu of the equity shares of FTPL which are held in the unclaimed suspense account or the Investor Education and Protection Fund Account linked to FTPL shall be issued to a new unclaimed suspense account/new Investor Education and Protection Fund Account (as the case may be) created for the shareholders of the Resultant Company 2.

4.6 Authorised Share Capital of the Resultant Company 2

4.6.1 The Resultant Company 2 shall undertake necessary steps to increase and re-classify its authorised share capital, suitably, as necessary, to enable it to issue and allot the E-Comm Demerger Consideration Shares to the members of FTPL, pursuant to this Scheme and accordingly, modify its memorandum of association in terms of Applicable Laws.

4.6.2 For the purposes of Clause 4.6, the Resultant Company 2 shall make all necessary statutory filings with the Indian Registrar of Companies along with payment of necessary fee and stamp duty, if any, as required for undertaking any actions contemplated therein, in accordance with Applicable Law.

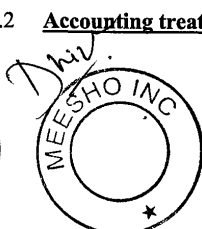
4.7 Accounting Treatment

4.7.1 Accounting treatment in the books of FTPL

Notwithstanding anything else contained in the Scheme, FTPL shall account for the demerger of the E-comm Undertaking with the Resultant Company 2 in terms of this Scheme, in its books of accounts underlying its separate financial statements, in accordance with the Indian Accounting Standards (Ind AS) prescribed under Section 133 of the Indian Companies Act, as notified under the Companies (Indian Accounting Standard) Rules, 2015 (as amended) and other generally accepted accounting principles in the following manner:

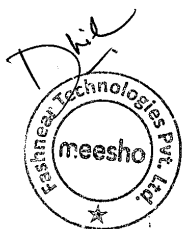
- (i) All the assets and the liabilities of the E-comm Undertaking, as appearing in the books of account of FTPL, shall be transferred to and vest in the Resultant Company 2 pursuant to this Scheme and shall be reduced from the respective book value of assets and liabilities of FTPL.
- (ii) The consideration which is in the form of the E-comm CCPS and the E-comm Equity, will be received by FTPL in terms of Part-VI of this Scheme. FTPL will recognise such E-comm CCPS and E-comm Equity at fair value in its books of accounts.
- (iii) The surplus/deficit, if any, arising after taking effect of Clause 4.7.1(i) and after adjustment of Clause 4.7.1(ii) above, shall be recognised in the statement of profit and loss.
- (iv) For accounting purposes, this Scheme will be given effect to on the date when all substantial conditions for the transfer of the E-comm Undertaking are completed.
- (v) Any matter not dealt with in this Clause 4.7.1 shall be dealt with in accordance with the accounting standards applicable to FTPL.

4.7.2 Accounting treatment in the books of the Resultant Company 2



Notwithstanding anything else contained in the Scheme, the Resultant Company 2 shall account for the demerger of the E-comm Undertaking by FTPL to the Resultant Company 2 in terms of this Scheme, in its books of accounts in accordance with Indian Accounting Standards (Ind AS), notified under the Companies (Indian Accounting Standard) Rules, 2015 (*as amended*) and generally accepted accounting principles, in the following manner:

- (i) All the assets and liabilities pertaining to the E-comm Undertaking, appearing in the books of FTPL, shall stand transferred to, and the same shall be recorded by the Resultant Company 2 at their respective carrying amount and in the same form and manner as appearing in the books of accounts of FTPL.
- (ii) The consideration in the form of E-Comm CCPS and E-Comm Equity which will be received by the Transferor Company pursuant to Part-VI of this Scheme shall be recognised as follows:
 - (a) The Resultant Company 2 shall credit to its equity share capital account, the aggregate face value of the E-comm Equity issued by it.
 - (b) The Resultant Company 2 shall classify the E-comm CCPS issued as financial liability in terms of the principles of Ind AS 32 - Financial Instruments (Presentation) and such financial liability shall be recognised at the fair value.
- (iii) Pursuant to the demerger of the E-comm Undertaking of FTPL with the Resultant Company 2, the inter-company balances, if any, between the Resultant Company 2 and the E-comm Undertaking of FTPL shall stand cancelled.
- (iv) The surplus, if any, arising after taking the effect of Clause 4.7.2(i), Clause 4.7.2(ii) and after adjustment of Clause 4.7.2(iii) shall be recognised as capital reserve in the financial statements of the Resultant Company 2. The deficit, if any, arising after taking the effect of Clause 4.7.2(i), Clause 4.7.2(ii) after adjustment of Clause 4.7.2(iii) shall be debited to the amalgamation adjustment deficit account and its nature shall be *akin* to debit balance in profit and loss account. The balance in this account shall be presented as part of reserves and a note explaining the nature of this account shall be given in the financial statements of the Resultant Company 2.
- (v) The comparative financial information in the financial statements of the Resultant Company 2 shall be restated as if the demerger has occurred from the beginning of the comparative period presented or the date of incorporation of the Resultant Company 2, whichever is later.
- (vi) In case of any difference in accounting policy between the E-comm Undertaking of FTPL and the Resultant Company 2, the accounting policies followed by the Resultant Company 2 will prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies.
- (vii) For accounting purposes, this Scheme shall be given effect from the date when all substantial conditions for the demerger/transfer of assets and liabilities are completed.
- (viii) Any matter not dealt with in this Clause 4.7.2 shall be dealt with in accordance with the requirement of applicable accounting standards.



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PART – V

5. RESIDUAL UNDERTAKING OF FTPL AND OTHER PROVISIONS

- 5.1 The Residual Undertaking and all assets, liabilities, properties, rights and obligations pertaining thereto shall continue to belong to and be vested in and be managed by FTPL. The Resultant Company 1 and Resultant Company 2 shall have no right, claim or obligation in relation to the Residual Undertaking, and nothing in this Scheme shall operate to transfer any of the Residual Undertaking to the Resultant Companies or to make the Resultant Companies liable for any liabilities of FTPL relating to the Residual Undertaking.
- 5.2 All legal, Taxation or other proceedings by or against FTPL under any statute, or by any quasi-judicial authority or tribunal, whether pending on the date of filing of this Scheme or which may be instituted in future whether or not in respect of any matter arising before the Effective Date 1 and relating to the Residual Undertaking (including those relating to any property, right, power, liability, obligation or duties of FTPL in respect of the Residual Undertaking) shall be continued and enforced by or against FTPL. The Resultant Company 1 and Resultant Company 2 shall in no event be responsible or liable in relation to any such legal, Taxation or other proceeding against FTPL if proceedings are taken up against the Resultant Company 1 or Resultant Company 2 in respect of the matters referred to in this Clause, it shall defend the same in accordance with the advice of FTPL and at the cost of FTPL, and FTPL shall reimburse and indemnify the Resultant Company 1 or Resultant Company 2 (as the case may be) against all liabilities and obligations incurred by Resultant Company 1 or Resultant Company 2 (as the case may be), in respect thereto.
- 5.3 All legal, Taxation or other proceedings by or against FTPL/Resultant Company 1/Resultant Company 2 under any statute, or by any quasi-judicial authority or tribunal, whether pending on the date of filing of this Scheme or which may be instituted in future, in respect of any matter arising before the Effective Date 1 and which proceedings are of a common nature (i.e., not specific to the Grocery Undertaking, the E-comm Undertaking or the Residual Undertaking) shall be the joint responsibility of FTPL, the Resultant Company 1 and the Resultant Company 2, and accordingly, the entity against which such proceedings are initiated will defend the same in good faith discussions with the other two entities, and shall be reimbursed and indemnified by the other two entities such that all liabilities, costs and expenses are borne by FTPL, the Resultant Company 1 and the Resultant Company 2 in the ratio to be determined by the Board of Directors of FTPL and each of the Resultant Companies, in accordance with the provisions of section 2(19AA) of the IT Act.
- 5.4 In so far as the assets forming part of the Grocery Undertaking or the E-comm 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 FTPL pertaining to the Residual Undertaking shall, as and from the Appointed Date 1, without any further act, instrument or deed be released and discharged from the same and shall no longer be available as encumbrances in relation to liabilities of FTPL pertaining to the Residual Undertaking which are not transferred to the Resultant Company 1 or Resultant Company 2, pursuant to this Scheme (and which shall continue with FTPL). In so far as the existing encumbrances in respect of the loans and other liabilities relating to the Residual Undertaking are concerned, such encumbrances shall, without any further act, instrument or deed be continued with FTPL only on the assets relating to the Residual Undertaking and the assets forming part of the Grocery Undertaking and the E-comm Undertaking shall be released therefrom.
- 5.5 It is clarified that all unknown non-specific liabilities, which do not pertain particularly to the operations of the Grocery Undertaking, the E-comm Undertaking or the Residual Undertaking, which arise after Effective Date 1, shall be allocated between FTPL, the Resultant Company 1 and the Resultant Company 2 in the ratio of to be determined by the Board of Directors of FTPL and each of the Resultant Companies, to arrive at an equitable distribution and, if required, each entity shall indemnify the other entities as and when there is a final determination or is otherwise required to be indemnified, to this effect, in accordance with the provisions of section 2(19AA) of the IT Act.
- 5.6 in relation to existing benefits or funds, if any, created by FTPL for the employees of FTPL other than the transferred employees pertaining to the Grocery Undertaking and the E-comm Undertaking, the same shall continue and FTPL shall continue to contribute to such benefits or funds in accordance with the provisions thereof, and such benefits or funds, if any, shall be held, *inter alia*, for the benefit of the employees of the Residual Undertaking, and the Resultant Companies shall have no liability in respect thereof.



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PART - VI

6. AMALGAMATION OF TRANSFEROR COMPANY INTO AND WITH TRANSFeree COMPANY

6.1 Transfer and Vesting of Assets and Liabilities of Transferor Company

6.1.1 Upon this Scheme becoming effective on the Effective Date 2 and with effect from Appointed Date 2, all the assets, properties and liabilities, along with all rights, title, interest, duties and obligations of the Transferor Company, pursuant to the provisions of Sections 230 to 232 read with Section 234 and other applicable provisions of the Indian Companies Act, stand transferred to and vested in the Transferee Company, as a going concern, without any further act or deed, in accordance with the provisions of this Scheme and in accordance with and in compliance with Section 2(1B) and other applicable provisions of the IT Act. For the avoidance of doubt, it is clarified that all references to "upon this Scheme becoming effective" in this Part-VI shall mean Effective Date 2.

6.1.2 Without prejudice to the generality of the provisions of Clause 6.1.1, upon this Scheme becoming effective and with effect from Appointed Date 2:

- (i) all assets including properties of the Transferor Company, whether tangible or intangible, which are movable in nature or incorporeal property or are otherwise capable of transfer by physical or constructive delivery, by endorsement and delivery or by vesting and recordal pursuant to this Scheme, whether or not included in the books of the Transferor Company, stand vested in the Transferee Company and become the property and integral part of the Transferee Company, without requiring any deed or instrument of conveyance (including any associated costs, stamp duty or similar charges) and without any notice or other intimation to any third party for transfer of the same;
- (ii) all other assets of the Transferor Company, other than those described in sub-clause (i) above, if any, including actionable claims, sundry debtors, outstanding loans and advances, credits (including Tax Credits) recoverable in cash or in kind and investments, earnest money or deposits with government, quasi government, local or other authority or body or with any company or other person, including without limitation as set out in **Schedule 9** are deemed to be transferred to, and vested in, the Transferee Company without any further act, instrument or deed (including any associated costs or charges), it being clarified that the Transferee Company may acquire and/or hold any assets outside India which an Indian company is permitted to acquire under the provisions of Applicable Laws, and such assets can be transferred in any manner, for undertaking a transaction permissible under Applicable Laws, and where the assets or security outside Indian cannot be acquired or held by the Transferee Company under Applicable Laws, the Transferor Company shall sell such asset or security within a period of two (2) years from the Appointed Date 2 and the sale proceeds shall be repatriated to India immediately through banking channels.
- (iii) all debts, loans, liabilities (including Tax liabilities), sundry creditors, contingent liabilities, duties and obligations, whether secured or unsecured, or whether provided for or not in the books of account or whether disclosed or not in the balance sheets of the Transferor Company, shall be deemed to be the debts, loans, liabilities, sundry creditors, contingent liabilities, duties and obligations of the Transferee Company to the extent permitted under Applicable Laws without any further act, instrument or deed, and the Transferee Company undertakes to meet, discharge and satisfy the same in accordance with their respective terms and conditions, if any. For the avoidance of doubt, it is hereby clarified that it is not necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, loans, liabilities, sundry creditors, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause 6.1.2, and the approval of this Scheme by the Tribunal is deemed sufficient for the purposes of giving effect to the provisions of this Clause 6.1.2;
- (iv) all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Company, or to the benefit of which, the Transferor Company may be eligible, continue to be in full force and effect on, against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligor thereto. For the avoidance of doubt, it is hereby clarified that it is not necessary to obtain the consent of any third party or other person who is a party to any such contract, deed, bond, agreement, scheme, arrangement or other instrument in order to give effect to the provisions of this Clause 6.1.2, and the approval of this Scheme by the



Tribunal is deemed sufficient for the purposes of giving effect to the provisions of this Clause 6.1.2;

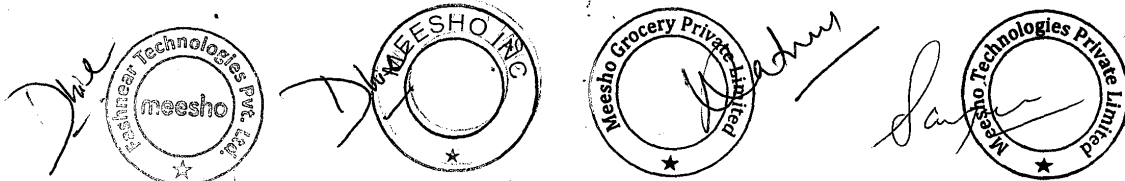
- (v) all bank accounts held or maintained by the Transferor Company with any person or body, including any bank, local and other authority and bodies in the United States of America, will be closed immediately after the cash, cash equivalent, receivables, bank balance, deposits and funds, if any, will stand transferred to the Transferee Company's bank account;
- (vi) notices, disputes, pending suits, appeals or other proceedings of any nature whatsoever including legal, Taxation or other proceedings, if any, relating to the Transferor Company, whether by or against the Transferor Company, shall not abate, be discontinued or in any way be prejudicially affected by reason of the amalgamation of the Transferor Company into and with the Transferee Company or anything contained in this Scheme, but the proceedings will continue and any prosecution will be enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued, prosecuted or enforced by or against the Transferor Company, as if this Scheme had not been implemented;
- (vii) all permanent employees of the Transferor Company who are on its payrolls as on the Effective Date 2, shall become employees of the Transferee Company with effect from the Effective Date 2, on such terms and conditions as are no less favourable than those on which they are currently engaged by the Transferor Company, without any interruption of service as a result of this amalgamation and transfer. With regard to any special scheme(s) or benefits created or existing for the benefit of such employees of the Transferor Company (other than the Transferor Stock Incentive Plan), the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, upon this Scheme becoming effective, including with regard to the obligation to make contributions to relevant authorities or such other funds maintained by the Transferor Company, in accordance with the provisions of Applicable Laws or otherwise. It is hereby clarified that upon this Scheme becoming effective, the aforesaid benefits or schemes shall continue to be provided to the transferred employees and the services of all the transferred employees of the Transferor Company for such purpose shall be treated as having been continuous;
- (viii) the intellectual property rights of any nature whatsoever of the Transferor Company and all registrations, goodwill, licenses, trademarks, service marks, copyrights, domain names and applications for copyrights, trade names and trademarks, if any, pertaining to the Transferor Company stand transferred to and vested in the Transferee Company without any further act, instrument or deed;
- (ix) all the licenses, permits, entitlements, approvals, permissions, registrations, incentives, Tax deferrals, exemptions and benefits, subsidies, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of, by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether on or before the Appointed Date 2, including income tax and all other rights, exemptions and benefits, shall, under the provisions of Sections 230 to 232 read with Section 234 of the Indian Companies Act and all other provisions of Applicable Law, without any further act, instrument or deed (including any associated cost or charges) and without any notice or other intimation to any third party for transfer of the same, shall stand transferred to and vest in and/or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become licenses, permits, entitlements, approvals, permissions, registrations, incentives, Tax deferrals, exemptions and benefits, subsidies, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions, to the extent permissible under Applicable Law.
- (x) all loans, advances and other obligations due from the Transferor Company to the Transferee Company or *vice versa* shall stand cancelled and shall have no effect and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferor Company. Upon this Scheme becoming effective and the consequent amalgamation of the Transferor Company into and with the Transferee Company, the secured creditors of the Transferee Company shall only continue to be entitled to security over such properties and assets forming part of the Transferee Company, as existing immediately prior to the amalgamation of the Transferor Company into and with the Transferee Company. All the existing encumbrances, as on the Appointed Date 2, over the assets comprised in the undertaking of the Transferor Company or any part thereof, being transferred to the Transferee Company by virtue of this Scheme shall,



after Appointed Date 2, continue to relate and attach to such assets or any part thereof to which they related or were attached prior to the Appointed Date 2 and as are transferred to the Transferee Company, and such encumbrances shall not relate or attach to any of the other assets of the Transferee Company. It is hereby clarified that all the assets of the Transferee Company and the Transferor Company which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any new indebtedness that may be incurred by the Transferee Company. For this purpose, no further consent from the existing secured creditors shall be required and sanction of this Scheme shall be considered as a specific consent of such secured creditors. On and from the Effective Date 2, the provisions of the Foreign Exchange Management (Cross Border Merger) Regulations, 2018 (*as amended to-date*) to the extent relevant, shall be applicable to the guarantees or outstanding borrowings of the Transferor Company which shall enter into the books of the Transferee Company in pursuance of this Scheme and accordingly conform with Applicable Laws, within the statutorily prescribed timelines;

- (x) with respect to the incentive stock option or the non-statutory option or the restricted stock or other cash based award or other stock based award (collectively, "**Stock Awards**") which are granted by the Transferor Company under the Transferor Stock Incentive Plan, upon this Scheme becoming effective and in lieu of services provided by the employees of the Transferee Company and the corresponding obligations incurred by Transferor Company for and behalf of Transferee Company, the Board of the Transferee Company shall under Transferee ESOP Plan, grant such options or securities in the Transferee Company similar to or substantially similar to the rights that the holder has under the Transferor Stock Incentive Plan (in respect of the vested Stock Awards) to the extent permitted under Applicable Laws;
- (xi) in respect of the Stock Awards granted by the Transferor Company to the employees of: (a) the Transferor Company; or (b) its subsidiaries, which have vested but have not been exercised by the employees, such Stock Awards shall subject to the provisions of this Scheme and Applicable Laws, be deemed to be continued to be held by the relevant employees (irrespective of whether an employee is being transferred to the Transferee Company or continue to be an employee of the Transferor Company's subsidiaries) and governed by the Transferee ESOP Plan. Upon this Scheme becoming effective, the Board of the Transferee Company will determine the manner of grant of benefits/securities to the holders of vested Stock Awards in the Transferor Company, as permitted under Applicable Laws and in accordance with the Transferee ESOP Plan; and
- (xii) while granting stock options/benefits/securities under the Transferee ESOP Plan, the Transferee Company shall, subject to Applicable Laws, take into account: (a) the Merger Share Entitlement Ratio (*as defined below*); and (b) the period during which the employees held Stock Awards granted by the Transferor Company prior to the issuance of the stock options by the Transferee Company, for determining of the entitlement and minimum vesting period required for benefits/securities granted by the Transferee Company given that it is the aim and intent of this Scheme to preserve, *inter alia*, the entitlement and vesting schedule set out under the Transferor ESOP Plan. to the extent permitted under Applicable Laws.

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, upon this Scheme becoming effective and as a consequence of amalgamation, the equity shares of the Transferee Company held by the Transferor Company will stand cancelled on or after the Effective Date 2 by operation of law, without payment of any consideration or any further act or deed by the Transferor Company and the Transferee Company. Accordingly, the changes to the equity share capital of the Transferee Company will automatically be effected as an integral part of this Scheme, without any further act or deed on the part of the Transferee Company and without having to separately follow any of the provisions of the Indian Companies Act. The consent of the shareholders of the Transferee Company to this Scheme shall be deemed to be sufficient for the purposes of effecting such changes to its equity share capital, and no further resolution or action under the provisions of the Indian Companies Act shall be required to be separately passed or taken. The order of the Tribunal sanctioning this Scheme is deemed to also be the order passed by the Tribunal under Section 66 and other relevant provisions of the Indian Companies Act for the purpose of confirming such changes to the equity share capital of the Transferee Company. It is clarified that with regard to the cancellation of equity share capital as a consequence of the amalgamation of the Transferor Company into and with the Transferee Company, pursuant to the explanation to Section 230(12) of the Indian Companies Act, the provisions of Section 66 of the Indian Companies Act shall not apply to any consequential cancellation of share capital effected in pursuance of this Scheme. The Transferee Company shall be entitled to deal with the available authorised share capital resulting from the cancellation of the equity shares of Transferee Company held by the Transferor Company



(including reorganisation and reclassification of such authorised share capital) in the manner it deems fit, in accordance the applicable provisions of the Indian Companies Act.

6.1.4 The Transferee Company shall, at any time after this Scheme becomes effective and as the successor entity of the Transferor Company, if so required under Applicable Laws or otherwise, do all such acts or things as may be necessary to give full effect to this Scheme. For the avoidance of doubt, it is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this Scheme, the said third party or authority must make and duly record the necessary substitution/endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the Tribunal, and upon this Scheme becoming effective. For this purpose, the Transferee Company may file appropriate applications/documents with relevant authorities concerned for information and record purposes. The Transferee Company is authorised to execute any such writings on behalf of the Transferor Company and to carry out and perform all such acts, formalities or compliances referred to above as may be required in this regard, *inter alia*, in its capacity as the successor entity of the Transferor Company.

6.1.5 The Transferee Company shall agree that it may be served in the State of Delaware USA in any proceeding for the enforcement of any obligation of the Transferor Company in the State of Delaware USA, as well as the enforcement of any obligation of the Transferor Company arising from this Scheme, including any suit or proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the DGCL, if applicable, and to irrevocably appoint the US Authority as its agent to accept service of process in any such proceedings.

6.2 Payment of Consideration by Transferee Company

6.2.1 Upon this Scheme becoming effective and in consideration of the amalgamation and merger of the Transferor Company into and with the Transferee Company, the Transferee Company will issue Merger Consideration Shares (*as defined below*) to the shareholders of the Transferor Company whose names are recorded in the register of shareholders of the Transferor Company on the Record Date 2 on a pro rata basis, in a manner that:

- (a) for every class of common stock and preferred stock (except for the Series F preferred stock held by shareholders of the Transferor Company), details of which are set out under Clause 2.4 of Part-II of this Scheme, held by such shareholder of the Transferor Company on the Record Date 2, 60 (sixty) equity shares of Re. 1 (one rupee) per share ("Merger Equity") and 60 (sixty) preference shares of Re. 1 (one rupee) per share (having such terms and conditions as set out in **Schedule 10**) ("Merger CCPS 1") of the Transferee Company, respectively; and
- (b) for the Series F preferred stock held by shareholders of the Transferor Company, details of which are set out under Clause 2.4 of Part-II of this Scheme, held by such shareholder of the Transferor Company on the Record Date 2, 61.0437 (sixty one point zero four three seven) preference shares of Re. 1 (one rupee) per share (having such terms and conditions as set out in **Schedule 10**) ("Merger CCPS 2") of the Transferee Company,

(collectively, the "Merger Consideration Shares"), having the same respective rights, powers and preferences, qualifications and limitations and restrictions to the extent permitted under Applicable Laws, shall be issued respectively on or after the Effective Date 2.

6.2.2 The Transferee Company has engaged PWC Business Services LLP (IBBI Registered Valuer No: IBBI/ RV-E/02/2022/158) to provide a share entitlement ratio report. In connection with such engagement, PWC Business Services LLP has issued a share entitlement ratio report dated 26 April 2024. The issuance of the Merger Consideration Shares on or after the Effective Date 2 as consideration in terms of Clause 6.2.1 to the shareholders of the Transferor Company is based on such fair share exchange ratio set out below under the share entitlement report ("Merger Share Entitlement Ratio"), i.e.,

- (a) for every 1 (one) common stock held in the Transferor Company, such shareholders of the Transferor Company shall be allotted the Merger Equity (ie, 60 (sixty) equity shares of Re. 1 (one rupee) per share of the Transferee Company) and for every 1 (one) preferred stock held in the Transferor Company, such shareholders of the Transferor Company (except the Series F preferred stockholders) shall be allotted the Merger CCPS 1 (ie, 60 (sixty) preference shares of Re. 1 (one rupee) per share of the Transferee Company), pursuant to the merger; and



- (b) and for every 1 (one) Series F preferred stock held in the Transferor Company, such shareholders of the Transferor Company shall be allotted Merger CCPS 2 (ie, 61.0437 (sixty-one point zero four three seven) preference shares of Re. 1 (one rupee) per share of the Transferee Company), pursuant to the merger.

The Merger Consideration Shares issued on the basis of the fair share exchange ratio, set out in this Clause 6.2.2, above, shall be the consideration for common stock and preferred stock of the Transferor Company held by its shareholders. In case any shareholder's shareholding in the Transferor Company is such that the shareholder becomes entitled to a fraction of a Merger Consideration Share to be issued by the Transferee Company in terms of Clauses 6.2, then such fractions will be rounded-off to the nearest preceding whole number and appropriate number of the Merger Consideration Shares will be issued to the relevant shareholder by Transferee Company.

- 6.2.3 The allotment of Merger Consideration Shares by the Transferee Company to the shareholders of the Transferor Company will be undertaken in accordance with Applicable Laws, including any applicable provisions of the DGCL and applicable Indian foreign exchange laws.
- 6.2.4 In the event of any increase in the issued, subscribed or paid up share capital of the Transferee Company or issuance of any instruments convertible into equity shares or restructuring of its equity share capital including by way of share split/consolidation/issue of bonus shares, free distribution of shares or instruments convertible into equity shares or other similar action in relation to the share capital of the Transferee Company at any time before the Record Date 2, the share exchange ratio set out above shall be adjusted appropriately to take into account the effect of such issuance or corporate actions and assuming conversion of any such issued instruments convertible into equity shares.
- 6.2.5 From the Effective Date 2, all economic, governance, and other rights as available to the shareholders in Transferor Company shall be provided to them in the Transferee Company.
- 6.2.6 The issuance of Merger Equity in terms of Clause 6.2.1 will be subject to the provisions of the memorandum of association and articles of association of the Transferee Company and will rank *pari passu* in all respects with the existing equity shares of the Transferee Company.
- 6.3 **Issuance mechanics and other relevant provisions**
- 6.3.1 The Transferee Company shall issue the Merger Consideration Shares in dematerialised form to the shareholders holding shares of the Transferor Company on the Record Date 2. The shareholders of the Transferor Company must undertake all necessary steps, including opening demat accounts per the requirements of Applicable Laws and provide such confirmation, information and details as may be required by the Transferee Company to enable it to issue the Merger Consideration Shares. Upon effectiveness of this Scheme the shares and all letters of allotment, share certificates and other relevant documents in relation to the shares held by the said shareholders in the Transferor Company shall stand cancelled and extinguished on or after the Effective Date 2, by operation of law and shall not have any effect, without any further act or deed by the Transferor Company and the Transferee Company, other than the right to receive the Merger Consideration Shares (wherein the rights, privileges, and preferences attached to the shares of the Transferor Company or provided to the shareholders of the Transferor Company by contract, are replicated and provided by the Transferee Company, to the extent permitted by Applicable Laws).
- 6.3.2 The Board of the Transferee Company is empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in the Transferee Company, including on account of difficulties faced during the transition period.
- 6.3.3 The Merger Consideration Shares will be subject to the provisions of the memorandum of association and articles of association of the Transferee Company.
- 6.3.4 The Merger Consideration Shares issued by the Transferee Company to the shareholders of the Transferor Company pursuant to this Scheme shall be deemed to be compliant with the provisions of Section 42 or Section 62(1) of the Indian Companies Act, and no further action shall be required on part of the Transferee Company to allot the Merger Consideration Shares.
- 6.4 **Authorised Share Capital of the Transferee Company**
- 6.4.1 The Transferee Company will undertake steps to increase and reclassify its authorised share capital, suitably, as necessary, to enable it to issue and allot the Merger Consideration Shares to the members of the Transferor Company, pursuant to this Scheme and accordingly, modify its memorandum of association in terms of Applicable Laws.



6.4.2 For the purposes of Clause 6.4, the Transferee Company shall make all necessary statutory filings with the Indian Registrar of Companies along with payment of necessary fee and stamp duty, if any, as required for undertaking any actions contemplated therein, in accordance with Applicable Law.

6.5 Conduct of Business of the Transferor Company until effectiveness of this Scheme

6.5.1 Until this Scheme has become effective on Effective Date 2 in accordance with the terms of this Scheme, the Transferor Company agrees and undertakes to carry on its business in the ordinary course:

- (i) All the profits or income accruing or arising to the Transferor Company, and all expenditure or losses arising or incurred (including all Taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Company shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including Taxes) of the Transferee Company.
- (ii) All Taxes in accordance with Applicable Laws paid or payable by the Transferor Company in respect of the operations and/or the profits of the business or on account of any other applicable Tax provision on or before the Appointed Date 2, shall be on account of the Transferor Company and, insofar as it relates to the payment of Taxes in terms of Applicable Laws, whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of its business after the Appointed Date 2, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments of the Transferor Company that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company.

6.5.2 (i) Upon effectiveness of this Scheme, the Transferee Company is authorised and entitled to carry on, and will carry on, the business of the Transferor Company.

(ii) For the purpose of giving effect to this Scheme, the Transferee Company is, at any time pursuant to the orders approving this Scheme, entitled to get the recordal of the change in the legal right(s) as a consequence of the amalgamation undertaken in terms of this Scheme. The Transferee Company is and will always be deemed to have been authorised to execute any pleadings, applications and forms, as may be required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.

(iii) The Transferee Company is entitled to, pending the sanction of this Scheme, apply to the governmental authorities and all other agencies, departments and authorities concerned as are necessary under Applicable Laws for such consents, approvals and sanctions which the Transferee Company may require to implement this Scheme.

6.6 Accounting Treatment

6.6.1 Accounting treatment in the books of the Transferee Company

Notwithstanding anything else contained in the Scheme, the Transferee Company shall account for the merger of the Transferor Company with the Transferee Company, in terms of this Scheme, in its books of accounts underlying its separate financial statements in accordance with the Indian Accounting Standards (Ind AS) notified under the Companies (Indian Accounting Standard) Rules, 2015 (as amended) and generally accepted accounting principles in the following manner:

- (i) All the assets, liabilities and reserves of the Transferor Company (other than Grocery CCPS and Grocery Equity of the Resultant Company 1 and E-comm CCPS and E-comm Equity of the Resultant Company 2), and already recognised by the Transferee Company (per Part-III and Part-IV of this Scheme) will be recorded at their carrying amounts and in the same form as appearing in the books of the Transferor Company.



- (ii) The identity of the reserves shall be preserved and shall appear in the financial statements of the Transferee Company in the same form in which they appeared in the financial statements of the Transferor Company.
- (iii) The Transferee Company shall classify the Merger Consideration Shares issued to the shareholders of the Transferor Company as equity or financial liability as per the principles of applicable Ind AS 32 - Financial Instruments (Presentation). To the extent the Merger Consideration Shares are classified as equity, the Transferee Company shall credit to its share capital account, the aggregate face value of the shares issued. To the extent these shares are classified as financial liability, the Transferee Company shall recognise financial liability at the fair value.
- (iv) The Transferee Company shall cancel the investment in the equity shares held by Transferor Company against its equity share capital to the extent of face value of the shares. If the investment has a higher value as compared to the face value of equity shares, the excess shall be adjusted against the share premium account to the extent of balance in the said account. Further excess, if any, shall be adjusted to the retained earnings balance in the financial statements of the Transferee Company except foreign currency translation difference, if any, which shall be treated in accordance with Indian Accounting Standards applicable to the Transferee Company.
- (v) Other inter-company balances between the Transferee Company and the Transferor Company, if any, appearing in the books of the Transferee Company shall stand cancelled and there shall be no further obligation in that behalf.
- (vi) The surplus, if any, arising after the taking into effect of Clauses 6.6.1(i) to (v) shall be transferred to capital reserve in the financial statements of the Transferee Company. The deficit, if any, arising after taking the effect of Clauses 6.6.1(i) to (v) shall be debited to the amalgamation adjustment deficit account and its nature shall be akin to debit balance in profit and loss account. The balance in this account shall be presented as part of reserves and a note explaining the nature of this account shall be given in the financial statements of the Transferee Company.
- (vii) The accounting policies followed by the Transferee Company will prevail in so far as there are differences in accounting policies followed by the Transferor Company from that of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policies.
- (viii) The comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of the merger of the Transferor Company, as stated above, as if the merger had occurred from the beginning of the comparative period presented.
- (ix) For accounting purposes, this Scheme will be given effect when all substantial conditions for the transfer of the Transferor Company are completed.
- (x) Any matter not dealt with in this Clause 6.6.1 shall be dealt with in accordance with the Indian Accounting Standards applicable to the Transferee Company.

6.6.2 Accounting Treatment in the Books of the Transferor Company

There will be no accounting treatment in the books of accounts of the Transferor Company, as the Transferor Company will be amalgamated into and with the Transferee Company and will cease to exist as a separate corporation in the records maintained by the Division of Corporations in the State of Delaware.



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PART - VII

7. PROVISIONS UNDER US LAWS PERTAINING TO THE MERGER

- 7.1 The Transferor Company is a corporation duly organised and validly existing under the DGCL. Transferee Company is a private limited company incorporated under the laws of India and a foreign corporation for the purposes of the DGCL. Transferor Company legally and beneficially holds 100% (hundred per cent.) of the outstanding capital stock of the Transferee Company.
- 7.1.1 For the purposes of the DGCL, the parties intend to effect Part-VI of this Scheme by way of a merger in accordance with Section 253 of the DGCL.
- 7.1.2 Pursuant to Section 253 of the DGCL, in any case in which: (a) at least 90% of the outstanding shares of each class of the stock of a corporation, is owned by a Delaware corporation; and (b) unless the laws of the jurisdiction under which the foreign corporation is organised prohibit such merger, the parent corporation may merge itself, into subsidiary corporations by executing, acknowledging and filing, in accordance with Section 103 of the DGCL, a certificate of such ownership and merger setting forth a copy of the resolution of its board of directors to so merge and the date of the adoption. If the parent corporation be not the surviving corporation, the resolution shall include provision for the pro rata issuance of stock of the surviving corporation to the holders of the stock of the parent corporation on surrender of any certificates therefor, and the certificate of ownership and merger shall state that the proposed merger has been approved by a majority of the outstanding stock of the parent corporation entitled to vote thereon.
- 7.1.3 If the corporation surviving the merger pursuant to Section 253 of the DGCL is a foreign corporation for the purposes of the DGCL, it shall agree that it may be served with process in this State in any proceeding for enforcement of any obligation of any constituent corporation of this State, as well as for enforcement of any obligation of the surviving or resulting corporation arising from the merger or consolidation, and shall irrevocably appoint the US Authority as its agent to accept service of process in any such suit or other proceedings and shall specify the address to which a copy of such process shall be mailed by the US Authority. Process may be served upon the US Authority under this subsection by means of electronic transmission but only as prescribed by the Secretary of State.
- 7.1.4 In order to consummate this Scheme and the merger, following the filing by the Transferee Company of the order(s) of the Tribunal approving this Scheme with the Indian Registrar of Companies, the officers of the Transferor Company shall file the certificate of ownership and merger with the US Authority, and such date shall be Effective Date 2 (*as defined below*).



8. MISCELLANEOUS AND GENERAL PROVISIONS

8.1 Dissolution of Transferor Company

Upon this Scheme becoming effective and the filing of the certificate of merger in accordance with Part-VII, the Transferor Company will be merged into the Transferee Company and cease to exist as a separate corporation in the records maintained by the Division of Corporations in the State of Delaware with effect from the Effective Date 2, as the case may be, without the need for winding up.

8.2 Sequencing of Events

8.2.1 Upon the occurrence of the Effective Date 1, the following shall be deemed to have occurred on the Appointed Date 1 and become effective and operative only in the sequence and in the order mentioned hereunder:

- (i) Transfer of the Grocery Undertaking from FTPL to Resultant Company 1 as provided in Part-III of this Scheme;
- (ii) Allotment of the Grocery Demerger Consideration Shares of the Resultant Company 1 to the shareholders of FTPL as of the Record Date 1.
- (iii) Transfer of the E-comm Undertaking of FTPL to Resultant Company 2 as provided in Part-IV of this Scheme.
- (iv) Allotment of the E-comm Demerger Consideration Shares of the Resultant Company 2 to the shareholders of FTPL as of the Record Date 1.

8.2.2 Upon this Scheme becoming effective in terms of Part-III and Part-IV of this Scheme and upon the occurrence of the Effective Date 2, the following shall be deemed to have occurred on the Appointed Date 2 and become effective and operative only in the sequence and in the order mentioned hereunder:

- (i) Amalgamation of the Transferor Company into and with the Transferee Company in accordance with Part-VI and Part-VII, respectively, of this Scheme.
- (ii) Allotment of Merger Consideration Shares of the Transferee Company to the shareholders of the Transferor Company as on Record Date 2.

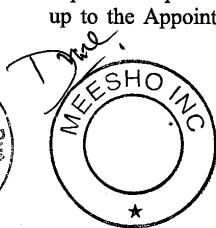
8.3 Treatment of Taxes

8.3.1 The demergers as detailed in Part-III and Part-IV of this Scheme comply with the conditions relating to "demerger" as defined under Section 2(19AA), Section 47 and other relevant sections and provisions of the IT Act.

8.3.2 All Tax assets (including Tax Credits) and liabilities, i.e., assets and liabilities (including contingent liabilities) under Applicable Laws relating to Taxes as on the Appointed Date 1, or in relation to operations or activities prior to Appointed Date 1, in each case exclusively relating to the Grocery Undertaking and the E-comm Undertaking, shall stand transferred to the Resultant Company 1 and the Resultant Company 2 respectively, to the extent permissible under Applicable Laws.

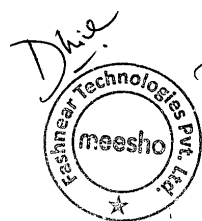
8.3.3 Any Tax assets (including Tax Credits) and liabilities, i.e., assets and liabilities (including contingent liabilities), exemptions and other statutory benefits under Applicable Laws relating to Taxes as on the Appointed Date 2, or in relation to operations or activities prior to Appointed Date 2, shall stand transferred to the Transferee Company, to the extent permissible under Applicable Law including the IT Act and shall be available to and vest in the Transferee Company, notwithstanding that certificates/challans for the said Taxes are in the name of the Transferor Company and not in the name of the respective Transferee Company, without any further act or deed.

8.3.4 The benefit of all accumulated Tax losses including brought forward business loss and unabsorbed depreciation pertaining to each of the Grocery Undertaking and the E-comm Undertaking as on and up to the Appointed Date 1, shall be available to the Resultant Company 1 and the Resultant



Company 2, respectively, in terms of Section 72A of the IT Act. Where such loss or unabsorbed depreciation is not directly pertaining to the Grocery Undertaking, E-comm Undertaking and the Residual Undertaking, it shall be apportioned to FTPL, the Resultant Company 1 and the Resultant Company 2 in accordance with the provisions of the IT Act. It is expressly clarified that all the accumulated losses and unabsorbed depreciation as are transferred, shall be eligible to be carried forward and set off in the hands of the Resultant Company 1 and the Resultant Company 2 (as the case may be) in accordance with the provisions of the IT Act.

- 8.3.5 It is clarified that all the Taxes and duties payable or paid by FTPL (including in relation to transaction amongst FTPL and the Resultant Companies, if any), relating to the Grocery Undertaking and the E-comm Undertaking (as the case may be) from the Appointed Date 1, including without limitation, income tax, goods and services tax, service tax, central sales tax, applicable state value added tax, excise duty, advance tax payments, tax deducted at source, tax collected at source, foreign tax credit, tax liabilities, all earnest monies, security deposits provisional payments, payment under protest, or otherwise howsoever, or any refund (including refund arising consequent to the assessment made on FTPL and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date 1) and claims shall, for all purposes be treated as advance tax payments, tax deducted at source, tax collected at source, foreign tax credits, Tax liabilities or refunds and claims of the Resultant Company 1 and Resultant Company 2, respectively, and the Resultant Companies shall be eligible to claim, *inter alia*, such credits, obtain TDS certificates and claim refunds, notwithstanding that the certificates, challans or other documents for payments of such Taxes are in the name of FTPL. Notwithstanding the above, any tax collected at source or tax deducted at source paid by either FTPL or the Resultant Company 1 or the Resultant Company 2, pertaining to the Grocery Undertaking or E-comm Undertaking, on account of inter-company transactions between them post the Appointed Date 1, shall be deemed to be advance tax paid by the Resultant Company 1 and Resultant Company 2 respectively and shall, in all proceedings, be dealt with accordingly.
- 8.3.6 In addition, all deductions otherwise admissible to FTPL in relation to the Grocery Undertaking and the E-comm Undertaking, including right to admissibility of claim under Sections 40, 40A, 43B of the IT Act or any deduction/collection becoming admissible in the period after Appointed Date 1 on discharging liabilities or on deduction/collection of appropriate Taxes or on payment of tax deducted at source or tax collected at source pertaining to the Grocery Undertaking and E-comm Undertaking or deferred revenue expenditure, whether or not recorded for Tax purposes, shall be eligible for deduction to the Resultant Company 1 and the Resultant Company 2, respectively, upon fulfilment of the applicable conditions under Applicable Laws.
- 8.3.7 Tax assessment proceedings/appeals of whatsoever nature by or against FTPL relating to the Grocery Undertaking and the E-comm Undertaking, if any, pending and/or arising at the Appointed Date 1, shall be continued and/or enforced until the Effective Date 1 as desired by the Resultant Companies. As and from the Appointed Date 1, the Tax proceedings/appeals shall be continued and enforced by or against the Resultant Company 1 and the Resultant Company 2 relating to the Grocery Undertaking and the E-comm Undertaking, respectively, in the same manner and to the same extent as would or might have been continued and enforced by or against FTPL. In addition, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the transfer and vesting of the Grocery Undertaking and the E-comm Undertaking into the Resultant Company 1 and the Resultant Company 2, respectively, or anything contained in this Scheme.
- 8.3.8 Upon this Scheme becoming effective, FTPL, the Resultant Company 1 and the Resultant Company 2 are expressly permitted to prepare, file/revise (physically or electronically, as the case may be) their respective financial statements, statutory returns (along with prescribed forms), certificates, Tax filings and annexures under the IT Act (including income tax returns under Section 170A of the IT Act or otherwise, tax deducted at source or tax collected at source returns), central sales tax, applicable state value added tax, goods and service tax laws, excise duty laws, entry tax, professional tax and other Tax laws, and to claim refunds of advance tax paid (including tax deducted at source, tax collected at source, foreign tax credits, wealth tax), withholding tax credits, benefit of credit of minimum alternate tax, or claim of any Tax benefits under Tax laws, as may be required, to give effect to/implement the provisions of this Scheme, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on FTPL or the Resultant Companies.
- 8.3.9 Upon this Scheme becoming effective, all unavailed credits and exemptions, benefit of carried forward Tax losses and other statutory benefits, entitlements, incentives, concessions, advantages, privileges, exemptions, credits, holidays, remissions and reductions, including in respect of the IT Act, goods and services tax, CENVAT, customs, value added tax, sales tax, service tax and wealth tax relating to the Grocery Undertaking and E-comm Undertaking, to which FTPL is entitled to,



shall stand transferred to, be available to and vest in the respective Resultant Companies, by operation of law, pursuant to the order of the Tribunal sanctioning this Scheme without any further act or deed of FTPL or the Resultant Companies and these shall relate back to the Appointed Date 1 as if the respective Resultant Company was originally entitled to all such benefits, entitlements, incentives and concessions, subject to continued compliance by the respective Resultant Company of all the terms and conditions subject to which the benefits under the incentive schemes were initially made available to FTPL, notwithstanding that certificates/challans for the said Taxes are in the name of the FTPL and not in the name of the respective Resultant Companies.

8.3.10 Any action taken by FTPL to comply with Tax laws (including payment of Taxes, deduction or collection of tax at source, maintenance of records, payments, filing of returns and forms, Tax issuance of certificates and any submissions before Tax authorities) in respect of the Grocery Undertaking and the E-comm Undertaking on and from Appointed Date 1 up to the Effective Date 1 shall be considered as adequate compliance by the Resultant Companies with such requirement under Applicable Laws.

8.3.11 All the expenses incurred by FTPL and/or the Resultant Companies in relation to the merger and demergers as contemplated under this Scheme, including stamp duty expenses, if any, shall be allowed as deduction to FTPL and Resultant Companies in accordance with Section 35DD of the IT Act over a period of five (5) years commencing from the financial year in which this Scheme becomes effective, i.e., Effective Date 1 for the demergers and Effective Date 2 for the merger.

8.3.12 Upon this Scheme becoming effective from the Effective Date 2:

- (i) and with effect from the Appointed Date 2, all the property of the Transferor Company immediately before the amalgamation shall become the property of the Transferee Company by virtue of the amalgamation;
- (ii) and with effect from the Appointed Date 2, all the liabilities of the Transferor Company immediately before the amalgamation shall become the liabilities of the Transferee Company by virtue of amalgamation; and
- (iii) all shareholders of the Transferor Company shall become shareholders of the Transferee Company by virtue of the amalgamation and merger upon the allotment of Merger Consideration Shares by the Transferee Company to the shareholders of the Transferor Company,

in accordance with the provisions of Part-VI of this Scheme. Accordingly, the amalgamation of the Transferor Company into and with the Transferee Company under Part-VI of this Scheme, in compliance with the conditions under Section 2(1B) and all other relevant sections of the IT Act including Section 47(vi) and Section 47(vii) of the IT Act.

8.3.13 This Scheme has been drawn up to comply with the conditions relating to “demerger” and “merger” as specified under the Tax laws, including Section 2(19AA) of the IT Act and Section 2(1B) of the IT Act, and other relevant sections of the IT Act. If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any of the said provisions of the IT Act at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of the IT Act shall prevail and the Board of the relevant companies to this Scheme shall be empowered to make changes to the provisions of this Scheme to the extent deemed necessary to comply with the said provisions of the IT Act. Such modification will however not affect other parts of this Scheme.

8.3.14 The merger of Transferor Company into the Transferee Company is intended to be treated as a “reorganisation” within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended, for U.S. federal income tax purposes and this Scheme is adopted as a plan of reorganisation within the meaning of Treasury Regulation Sections 1.368-2(g) and 1.368-3(a).

8.4 Saving of Concluded Transactions

8.4.1 The transfer and vesting of the assets, liabilities and obligations of the Grocery Undertaking in accordance with the provisions of this Scheme and the continuance of the legal proceedings by or against the Resultant Company 1 shall not affect any transaction or proceedings already completed by FTPL on or before the Effective Date 1, to the end and intent that the Resultant Company 1 accepts and adopts all acts, deeds and things done and executed by FTPL pertaining to the Grocery Undertaking in respect thereto as done and executed on behalf of the Resultant Company 1.



8.4.2 The transfer and vesting of the assets, liabilities and obligations of the E-comm Undertaking in accordance with the provisions of this Scheme and the continuance of the legal proceedings by or against the Resultant Company 2 shall not affect any transaction or proceedings already completed by FTPL on or before the Effective Date 2, to the end and intent that the Resultant Company 2 accepts and adopts all acts, deeds and things done and executed by FTPL pertaining to the E-comm Undertaking in respect thereto as done and executed on behalf of the Resultant Company 2.

8.4.3 The transfer of properties and liabilities and the continuance of proceedings by or against the Transferor Company in accordance with the provisions of this Scheme shall not affect any transaction or proceedings already concluded by the Transferor Company on and after the Appointed Date 2, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of the Transferee Company.

8.5 Effective Date

8.5.1 The demerger of each of the Grocery Undertaking and the E-comm Undertaking of FTPL into Resultant Company 1 and Resultant Company 2, respectively, and the effectiveness of Part-III and Part-IV of this Scheme and all other provisions of this Scheme pertaining to demerger of the Grocery Undertaking and the E-comm Undertaking of FTPL into Resultant Company 1 and Resultant Company 2, respectively is conditional upon, and becomes effective on the last date on which ("Effective Date 1"):

- (i) the Scheme being approved and sanctioned by the Tribunal under Sections 230-232 read with Section 234 and other applicable provisions of the Indian Companies Act;
- (ii) the requisite consent, approval or permission of statutory or regulatory authorities which may be necessary for the implementation of this Scheme, if any, having been obtained; and
- (iii) the certified copy of the order of the Tribunal sanctioning this Scheme, having been filed by the relevant companies involved in this Scheme, with the Indian Registrar of Companies in terms of Section 232(5) of the Indian Companies Act.

8.5.2 The amalgamation of the Transferor Company into and with the Transferee Company and the effectiveness of Part-VI and Part-VII of this Scheme and all other provisions of this Scheme pertaining to the amalgamation of the Transferor Company into and with the Transferee Company is conditional upon:

- (i) occurrence of the Effective Date 1;
- (ii) the approval of this Scheme by the Board of the Transferor Company in compliance with Section 253 of the DGCL;
- (iii) the approval of this Scheme by the requisite shareholders of the Transferor Company in compliance with Section 253 of the DGCL; and
- (iv) the filing of the certificate of ownership and merger with the US Authority in accordance with Part-VII, which filing shall be no later than seven (7) days from the Effective Date 1.

(the "Effective Date 2").

8.6 Record Date

8.6.1 After this Scheme is sanctioned but before effectiveness of this Scheme:

- (i) the Board of FTPL will, in consultation with the Boards of each of the Resultant Company 1 and the Resultant Company 2, determine the Record Date 1; and
- (ii) the Board of the Transferor Company will, in consultation with the Board of the Transferee Company, determine the Record Date 2.

8.6.2 On determination of the record dates in terms of Clause 8.6.1: (a) FTPL will provide to the Resultant Company 1 and Resultant Company 2, the list of its respective shareholders as on such date, who are entitled to receive the Grocery Demerger Consideration Shares and the E-comm Demerger Consideration Shares, respectively, in terms of this Scheme in order to enable the Resultant Company 1 and Resultant Company 2 to issue and allot the Grocery Demerger Consideration Shares and the E-comm Demerger Consideration Shares (as the case may be) to such



shareholders upon this Scheme becoming effective; and (b) Transferor Company will provide to the Transferee Company, the list of its respective shareholders as on such date, who are entitled to receive the Merger Consideration Shares, in terms of this Scheme in order to enable the Transferee Company to issue and allot the Merger Consideration Shares to such shareholders upon this Scheme becoming effective.

8.7 Dividends

- 8.7.1 Each of the companies involved in this Scheme shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date 1 (for demerger) and prior to the Effective Date 2 (for merger).
- 8.7.2 The holders of the shares of each of the companies involved in this Scheme shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective constitutional documents including the right to receive dividends.
- 8.7.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of relevant companies involved in this Scheme to demand or claim any dividends which, subject to the provisions of the Indian Companies Act, shall be entirely at the discretion of the respective Boards of the companies involved in this Scheme, and subject to the approval of the shareholders of the companies involved in this Scheme.

8.8 Modifications to this Scheme and Removal of Difficulties

Each of the companies involved in this Scheme, acting through their respective Boards, may: (i) assent to any modifications or amendments to this Scheme, which the Tribunal or any other authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise during the course of sanction, giving effect or implementing this Scheme; or (ii) waive any of the requirements of this Scheme, where such waiver is necessary or desirable for settling any question or doubt or difficulty that may arise during the course of sanction, giving effect or implementing this Scheme, and such modifications, amendments and waivers shall remain and be subject to powers of the Tribunal under Sections 230 to 232 and 234 of the Indian Companies Act, Section 2(1B) of the IT Act and 2(19AAA) of the IT Act, as may be applicable. In this regard, the companies involved in this Scheme, acting through their respective Board, is hereby authorised to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions, whether by reason of any orders of the Tribunal or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme or any matters concerning or connected therewith.

8.9 Withdrawal of this Scheme

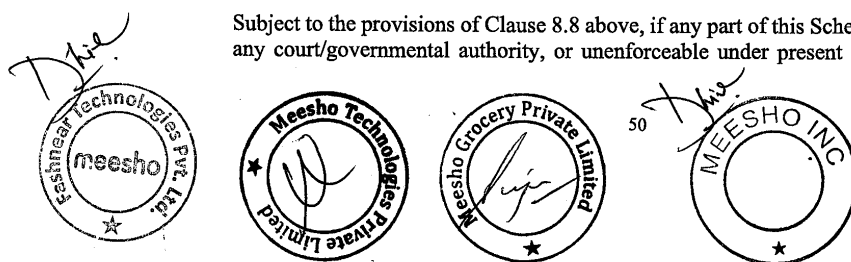
Notwithstanding anything to the contrary in this Scheme, each of the companies involved in this Scheme, acting through their respective Boards, will be at liberty to withdraw from this Scheme for any reason as they deem fit, including in case any condition or alteration imposed by the Tribunal or any other authority is not acceptable to them.

8.10 Binding Effect

Upon this Scheme becoming effective with regard to the demerger of the Grocery Undertaking of FTPL into the Resultant Company 1 and the E-comm Undertaking of FTPL into the Resultant Company 2, it will be binding on FTPL, Resultant Company 1 and Resultant Company 2, their respective shareholders, creditors and all other stakeholders. Similarly, upon this Scheme becoming effective with regard to the amalgamation of the Transferor Company into and with the Transferee Company, it will be binding on the Transferee Company and Transferor Company, their respective shareholders, creditors and all other stakeholders. In the event of any conflict or inconsistency between the provisions of this Scheme and any of the terms and conditions of any arrangement, agreement or contract subsisting on the Effective Date 1 (for the demergers) and Effective Date 2 (for the merger), between the relevant companies or their shareholders, creditors and other stakeholders, then the provisions of this Scheme will prevail insofar as such conflict or inconsistency is concerned.

8.11 Severability

Subject to the provisions of Clause 8.8 above, if any part of this Scheme is invalid, ruled illegal by any court/governmental authority, or unenforceable under present or future laws, then it is the



intention of the parties that such part will be severable from the remainder of this Scheme and this Scheme will not be affected thereby, unless the deletion of such part will cause this Scheme to become materially adverse to any party, in which case the relevant companies, acting through their respective Boards, will attempt to bring about appropriate modification to this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part.

8.12 Miscellaneous

- 8.12.1 Upon effectiveness of this Scheme and subject to Clauses 3.1.2 and 4.1.2 of Part-III and Part-IV of this Scheme, with regard to the demerger of the Grocery Undertaking of FTPL into Resultant Company 1 and demerger of the E-comm Undertaking of FTPL into Resultant Company 2, respectively, the provisions of Part-III and Part-IV of this Scheme and all other provisions of this Scheme pertaining to such demergers will be applicable and come into operation on and from the Appointed Date 1. It is clarified that Clauses 3.3 to 3.6 of Part-III and Clauses 4.3 to 4.6 of Part-IV of this Scheme shall become applicable and come into operation on and from the Effective Date 1.
- 8.12.2 Upon effectiveness of this Scheme and subject to Clause 6.1.2 of Part-VI of this Scheme, with regard to the amalgamation of the Transferor Company into and with the Transferee Company, the provisions of Part-VI of this Scheme and all other provisions of this Scheme pertaining to the amalgamation of the Transferor Company into and with the Transferee Company will be applicable and come into operation on and from the Appointed Date 2.
- 8.12.3 Each of the Indian companies involved in this Scheme will make respective applications to the Tribunal, under Sections 230 to 232 read with Section 234 of the Indian Companies Act read with Rule 25A of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions of the Indian Companies Act, seeking orders for dispensing with or convening, holding or conducting of the meetings of the classes of their respective shareholders or creditors, as the case may be, and for sanctioning this Scheme with such modifications as may be approved by the Tribunal.
- 8.12.4 Upon this Scheme becoming effective, the shareholders and creditors of each of the Indian companies involved in this Scheme, are deemed to have also accorded their approval under all relevant provisions of the Indian Companies Act, for giving effect to the provisions contained in this Scheme.
- 8.13 As on the Effective Date 1, if there is any question that may arise as to whether any specified assets, liabilities, employees, agreements, undertaking activities, operations or properties forms part of the E-comm Undertaking, the Grocery Undertaking or the Residual Undertaking, the Board of Directors of the Resultant Companies and FTPL, may mutually determine that any such specified assets, liabilities, employees, agreements, undertaking activities, operations or properties which pertain to and are necessary for the conduct of or the activities or operations of the Grocery Undertaking or the E-comm Undertaking or the Residual Undertaking, shall be included as assets, liabilities, employees, agreements, undertaking activities, operations or properties of the Grocery Undertaking or the E-comm Undertaking or the Residual Undertaking (as the case may be).

8.14 Cost, charges and expenses

All costs, charges, levies and expenses (including but not limited to any Taxes and duties and registration charges) arising out of or incurred in connection with and in implementing this Scheme and matters incidental thereto shall be borne by the relevant companies involved in this Scheme.

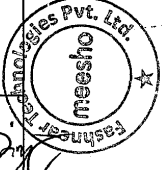
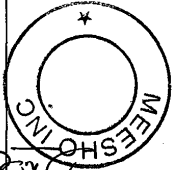
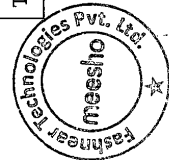


Schedule 1

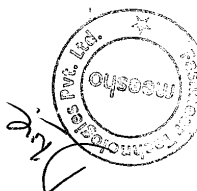
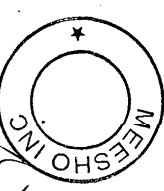


Statement of Assets and Liabilities as at 31 March 2024 of E-Comm Undertaking

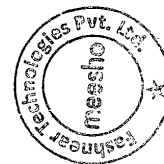
(All amounts are in INR millions unless otherwise stated)

Particulars	31 March 2024
ASSETS	
Property, plant and equipment	102
Intangible assets	140
Income tax assets (net)	365
Financial assets	
Investments	1,284
Cash and cash equivalents	169
Bank balances other than (iii) above	7,169
Loans	5
Other financial assets	3,563
Other assets	2,118
Total assets	14,914
LIABILITIES	
Financial liabilities	
Trade payables	7,533



Particulars	31 March 2024
Other financial liabilities	6,387
Other liabilities	334
Provisions	185
Total liabilities	14,439
Net assets	475









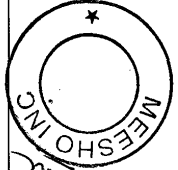
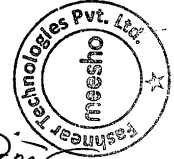
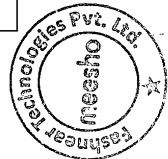


Schedule 2

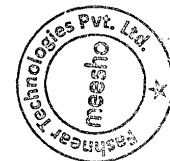
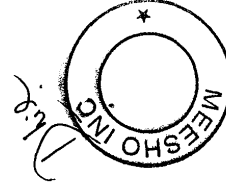
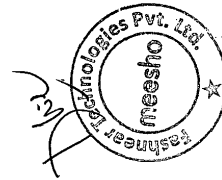
Details of IP pertaining to the E-comm Undertaking

Part A: Details of trademarks

S. No.	Trademark	Class.	Application/ registration number.	Status.	Owner/ applicant.
1.	Klassy Kidz	9	4168632	Registered	FTPL.
2.	Klassy Kidz	42	4168633	Registered	FTPL
3.	Lil Tods	42	4168637	Registered	FTPL
4.	Orange Pop	25	4168638	Registered	FTPL
5.	Orange Pop	42	4168641	Registered	FTPL
6.		25	5312303	Registered.	FTPL
7.		29, 30, 31, 35 and 39	5543789	Opposed	FTPL
8.		29, 30, 31, 35 and 39	5543790	Opposed	FTPL
9.	MEESHO MALL.	29, 30, 31, 35 and 39	5543791	Opposed	FTPL



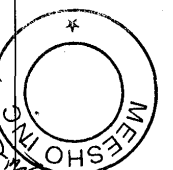
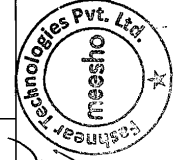
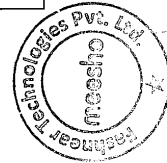
S. No.	Trademark.	Class.	Application/ registration number.	Status.	Owner/ applicant.
10.	MEESHO MALL.	9, 25 and 42	5933575	Under division	FTPL
11.	meesho Mall	9, 25 and 42	5933576	Under division	FTPL
12.	MEESHO MALL.	9, 25 and 42	5933577	Under division	FTPL
13.	MISSION Rise Women Entrepreneurship Summit	9, 35, 41 and 42	4437929	Registered	FTPL
14.	Jifa	14, 8, 25 and 35	4678408	Registered	FTPL
15.	Jifa	14, 18, 25 and 35	4678407	Registered	FTPL



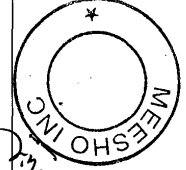
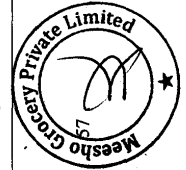
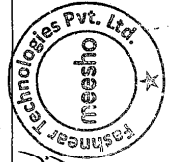
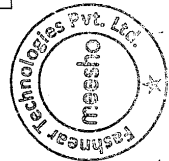
Schedule 3

Legal proceedings relating to the E-comm Undertaking

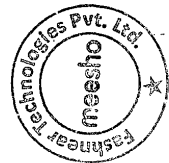
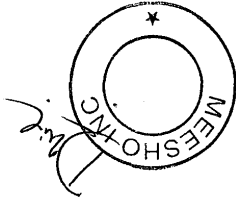
S.No.	Case number	Party name	Adjudicating authority
Litigations instituted against FTL			
1.	CS (COMM) 475 of 2022 clubbed with CS (COMM) 135 of 2022.	Fashnear Technologies Private Limited vs. Meesho Online Shopping Private Limited and others.	Delhi High Court.
2.	W.P (CRL) 955/2023 and CRL. M.A. 8776/2023	Fashnear Technologies Private Limited and another vs. State of National Capital Territory of Delhi and others.	Delhi High Court.
3.	Com AA No. 53 of 2020	Fashnear Technologies Pvt Limited vs. Clomoso Technologies Private Limited.	Commercial Court, Bangalore.
Litigations instituted by FTL			
4.	CS Comm. No. 251 of 2023.	Bol7 Technologies Private Limited vs. Flipkart Internet Private Limited.	Karkardooma District Court (Delhi).
5.	CS(COMM) 493/2023.	Manash Lifestyle Private Limited vs. OCP Tech Industries Private Limited and others.	Delhi High Court.
6.	IA(L) No.25906 of 2023 in COM IPR Suit (L) No. 25829 of 2023.	Pralshar Bio Products Private Limited vs. Ravi Babubhai Dhameiya and others.	Bombay High Court.
7.	Comm. T.M.C.S No. 18 of 2023.	Premjibhai J. Khunt vs. Ashishbhai Babubhai.	District and Sessions Court, Surai, Gujarat.
8.	CS Comm 231 of 2023.	IKEA Systems BV vs. Devashish Rattan and others.	Delhi High Court.
9.	CS (COMM) 28 of 2024.	Gujarat Cooperative Milk Marketing Federation Limited vs. Manchanda and others.	Delhi High Court.
10.	CS COMM 850 of 2022.	Pesco Industries and others vs Dr. Parth Biotech and others.	Tis Hazari Court, Delhi.



S.No.	Case number	Party name	Adjudicating authority
11.	CS COMM 76 of 2024.	Ajanta Pharma Limited vs. R.R. Enterprises and others.	Delhi High Court.
12.	CS (COMM) 260/2022.	Sirona Hygiene Private Limited vs. Parulben Navnath Chothani trading as Shiv Enterprises and others.	Delhi High Court.
13.	Commercial IP Suit No. 39999 of 2022.	IPCA Laboratories Limited vs. Yogesh Bharia and another.	Bombay High Court.
14.	CS(Comm) No. 650/2019.	Visage Beauty and Health Care Private Limited vs. Herbal Caris and others.	Delhi High Court.
15.	Com AA No. 43 of 2021.	Workshaala vs. Fashnear Technologies Private Limited.	Commercial Court, Bangalore.
Customer and seller disputes.			
16.	CC No. 1583 of 2023.	Jiendra G. Varma vs. Fashnear Technologies Private Limited and another.	Consumer forum at Vadodra district court, Gujarat.
17.	CC No. 279 of 2023.	Amit Shiram Ingle Mohanty vs. Fashnear Technologies Private Limited and another.	Consumer forum at Aurangabad, Maharashtra.
18.	CC 77 of 2023.	Vishnukumar R Patel vs. Fashnear Technologies Pvt Ltd.	Consumer forum at Banaskantha (Palanpur), Gujarat.
19.	CC 1786 of 2023.	Shaikh Mujeeb vs. Axis Bank and others.	Consumer forum at Nanded, Maharashtra.
20.	CC No. 309/2023.	Vandana V. Rao vs. Fashnear Technologies Private Limited.	Consumer forum at Enakulum, Kerala.
21.	CC No. 237/2023.	Anapurna Panda vs. Fashnear Technologies Private Limited.	Consumer forum at Bangalore, Karnataka.
22.	CC No. 107/2023.	Naga Harika vs. Fashnear Technologies Private Limited.	Consumer forum at Khammam, Telangana.
23.	CC No. 696/2023.	Vinod Kumar P.M vs. Fashnear Technologies Private Limited.	Consumer forum at Enakulum, Kerala.
24.	CC/428/2023.	Narendar Sharma vs. Fashnear Technologies Private Limited.	Consumer forum at Alwar, Rajasthan.
25.	CC/34/2023.	P Nagarajan vs. Fashnear Technologies Private Limited.	Consumer forum at Erode, Tamil Nadu.



S.No.	Case number	Party name	Adjudicating authority
26.	EA/21/2023 (CC/64/2022).	Shaji P vs. Grievance Officer.	Consumer forum at Kasargod, Kerala

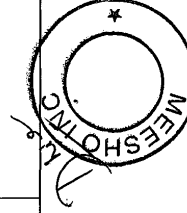
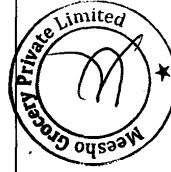
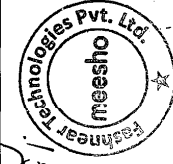
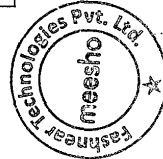


Schedule 4

Statement of Assets and Liabilities as at 31 March 2024 of Grocery Undertaking

(All amounts are in INR millions unless otherwise stated)

Particulars	31 March 2024
ASSETS	
Property, plant and equipment	14
Income tax assets (net)	0
Financial assets	
Investments	39
Cash and cash equivalents	5
Bank balances other than (iii) above	215
Loans	1
Other financial assets	44
Other current assets	133
Total assets	451
LIABILITIES	
Financial liabilities	
Lease liabilities	-
Trade payables	38

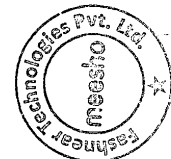


Particulars	31 March 2024
Other financial liabilities	10
Other current liabilities	35
Provisions	17
Total liabilities	99
Net assets	352

DWC



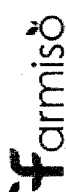




DWC

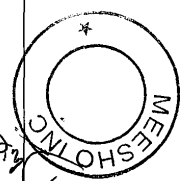
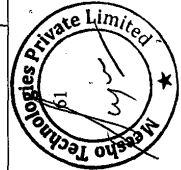
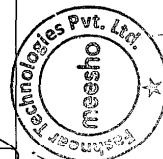
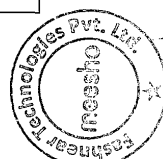




Schedule 5

Details of IP pertaining to the Grocery Undertaking

Part A: Details of trademarks

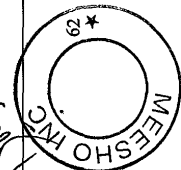
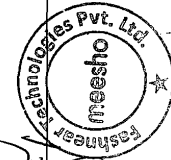
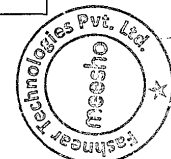
S. No	Trademark	Class	Application/ Registration No.	Status	Owner/applicant
1.	Farmiso.	9, 29, 30, 31, 39 and 42	4908236	Under division.	FTPL
2.		9, 29, 30, 31, 39 and 42	4908239	Under division	FTPL
3.		29, 30, 31 and 35	5279293	Opposed	FTPL
4.	Meesho Superstore.	29, 30, 31 and 35	5292443	Opposed	FTPL.
5.		9, 29, 30, 31, 35, 39 and 42	5343879	Accepted and advertised	FTPL
6.		9, 39 and 42	5518514	Under division	FTPL
7.	MEESHO SUPERSTORE.	09, 39 and 42	5631359	Under division	FTPL
8.		3, 9, 29, 30, 31, 35, 39 and 42	6197441	Accepted and advertised	FTPL



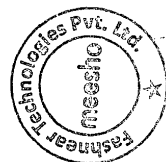
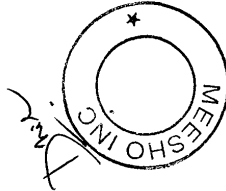
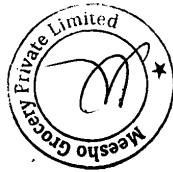
S. No	Trademark	Class	Application/ Registration No.	Status	Owner/applicant
9.		9, 29, 30, 31, 39 and 42	5096743	Registered	FTPL
10.		9, 29, 30, 31, 35, 39 and 42	5096745	Registered	FTPL

Part B: Details of domain names.

S. No.	Domain name	Date of expiration
1.	farmiso.co	6 June 2025.
2.	farmiso.co.in	6 June 2025.
3.	farmiso.net	6 June 2025.
4.	farmiso.org	6 June 2025.
5.	farmiso.co	6 June 2025.
6.	farmiso.co.in	6 June 2025.
7.	farmiso.in	26 June 2030.



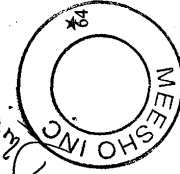
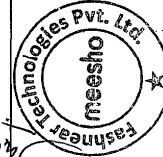
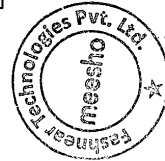
S. No.	Domain name	Date of expiration
8.	farmisoreseller.in	15 August 2024.



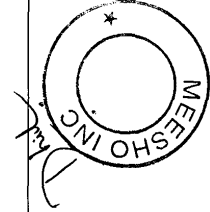
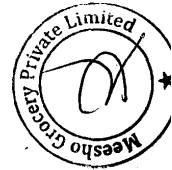
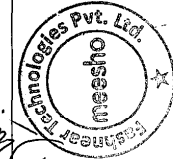
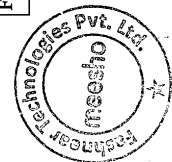
Schedule 6
Statement of Assets and Liabilities as at 31 March 2024 of Residual Undertaking

(All amounts are in INR millions unless otherwise stated)

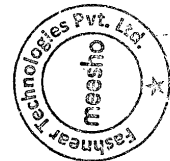
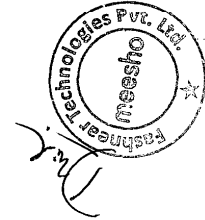
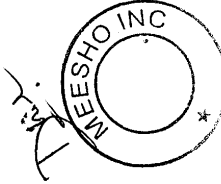
Particulars	31 March 2024
ASSETS	
Non-current assets	
Property, plant and equipment	401
Right-of-use-assets	582
Financial assets	
Investments	
Bank balances	8,061
Other financial assets	61
Deferred tax assets (net)	
Income tax assets (net)	31
Other non-current assets	(0)
Total non-current assets	9,136
Current assets	
Financial assets	
Investments	3,209



Trade receivables	-
Cash and cash equivalents	423
Bank balances other than (iii) above	9,860
Loans	648
Other financial assets	3,502
Other current assets	1,518
Total current assets	19,160
Total assets	28,297
LIABILITIES	
Non-current liabilities	
Financial liabilities	
Lease liabilities	613
Other financial liabilities	
Provisions	5
Other non-current liabilities	
Total non-current liabilities	619
Current liabilities	
Borrowings	
Financial liabilities	



Lease liabilities	109
Trade payables	3,220
Other financial liabilities	4,019
Other current liabilities	754
Provisions	27
Current tax liabilities (net)	
Total current liabilities	8,129
Total liabilities	8,748
Net Assets	19,549



Schedule 7

Terms of the Grocery CCPS

(a) Dividend rights:

The dividend rate on the Grocery CCPS will be the annual yield rate that is $[1 \text{ year INR IRS Swap rate} + 3.25\%]$, as applicable at the end of the year for which the dividend relates, as has been determined on an arm's length basis. Such dividend on Grocery CCPS shall be payable subject to availability of distributable profits by the Resultant Company 1 and payable upon the declaration of dividend by the board of directors of the Resultant Company 1 (and, where applicable, subject to the approval by the shareholders of the Resultant Company 1), at the discretion of the Board of the Resultant Company 1, in accordance with Applicable Laws.

INR IRS Swap rate means Overnight Indexed Swap (OIS) which is a fixed/float interest rate swap where the floating leg is computed using a published overnight index rate. The index rate is typically the rate for overnight lending.

(b) Conversion rights:

(i) Each Grocery CCPS shall be convertible into as many Grocery Equity of the Resultant Company 1 as below, subject to compliance with Applicable Laws:

(A) Number of the Grocery Equity to be issued upon conversion = Original issue price of each Grocery CCPS/Adjusted Fair Value per Grocery Equity.

(B) Adjusted Fair Value = Fair value of the Grocery Equity prevailing at the time of conversion which is divided by $[1 + \text{Agreed rate}]$.

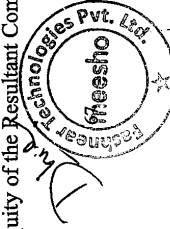
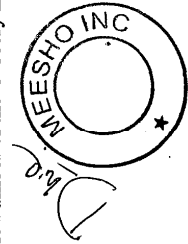
Agreed rate is $[1 \text{ year INR IRS Swap rate as of the end of each year} + 3.25\%]$, compounded yearly, from the date of issuance of the Grocery CCPS to date of conversion, after taking appropriate adjustment for the dividend paid. In the above calculation, the $[1 \text{ year INR IRS Swap rate} + 3.25\%]$ applicable for the partial period prior to conversion and the dividend paid shall be considered and adjusted appropriately.

(ii) The Resultant Company 1 shall pay any declared but unpaid dividend to the holder upon conversion of the Grocery CCPS into Grocery Equity.

(iii) The Grocery CCPS shall be mandatorily converted into Grocery Equity of the Resultant Company 1 only upon completion of the Grocery CCPS Tenure (as defined below). Prior to the expiry of the Grocery CCPS Tenure, such Grocery CCPS shall continue to be in the nature of the Grocery CCPS, in terms of Applicable Laws.

(iv) It is clarified that the instrument may be convertible after fifteen (15) years from the date of issuance. The option to convert the instrument will be with the holder of the instrument.

(v) Upon conversion of the Grocery CCPS into Grocery Equity, if the holder becomes entitled to a fractional Grocery Equity of the Resultant Company 1, then such fractional Grocery Equity shall be rounded off to nearest whole number of the Grocery Equity of the Resultant Company 1, subject to Applicable Laws.

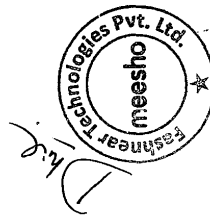


(c) **Voting, tenure and liquidation preference:**

- (i) The holders of the Grocery CCPS will not carry any voting rights in decision making of the Resultant Company 1. However, they will have protective/veto rights on matters related to the preference shareholders. The instrument will have a term of twenty (20) years in accordance with the Indian Companies Act ("Grocery CCPS Tenure").
- (ii) The Grocery CCPS will have a liquidation preference in priority to all issued shares in case of liquidation of the Resultant Company 1. The "liquidation preference" should be clearly defined to be an amount equal to the sum of (A) the issue price of the Grocery CCPS, *plus* (B) the declared but unpaid dividends at the time of liquidation to ensure that the Grocery CCPS does not have any additional participation right beyond the liquidation preference.

(d) **Buyback:**

The holder can require the Resultant Company 1 to buyback the Grocery CCPS at any point in time either out of its free reserves or securities premium account or the proceeds of issue of any shares or other securities, during the tenure of the Grocery CCPS at a price which provides an internal rate of return to the holder equal to the compounded average of [1 year INR IRS Swap rate plus 3.25%] (1 year INR IRS Swap rate as of the end of the year of the completed years until the said buyback, and the [1 year INR IRS Swap rate + 3.25%] as of the date prior to buyback adjusted for such partial period), adjusted for the dividend that has been paid until buyback, subject to compliance with the provisions of the extant foreign exchange laws of India and the provisions of Section 68 of the Indian Companies Act read with the relevant rules. In addition, the Resultant Company 1 shall pay any declared but unpaid dividend to the holder on the buyback date.



Schedule 8

Terms of the E-comm CCPS

(a) Dividend rights:

The dividend rate on the E-comm CCPS will be the annual yield rate that is [1 year INR IRS Swap rate + 2 %], as applicable at the end of the year for which the dividend relates, as has been determined on an arm's length basis. Such dividend on E-comm CCPS shall be payable subject to availability of distributable profits by the Resultant Company 2 and payable upon the declaration of dividend by the Board of the Resultant Company 2 (and, where applicable, subject to the approval by shareholders of the Resultant Company 2), at the discretion of the Board of the Resultant Company 2, in accordance with Applicable Laws.

INR IRS Swap rate means Overnight Indexed Swap (OIS) which is a fixed/float interest rate swap where the floating leg is computed using a published overnight index rate. The index rate is typically the rate for overnight lending.

(b) Conversion rights:

(i) Each E-comm CCPS shall be convertible into as many E-comm Equity of the Resultant Company 2 as below, subject to compliance with Applicable Laws:

(A) Number of the E-comm Equity to be issued upon conversion = Original issue price of each E-comm CCPS/Adjusted Fair Value per E-comm Equity.

(B) Adjusted Fair Value = Fair value of the E-comm Equity prevailing at the time of conversion which is divided by [1+ Agreed rate].

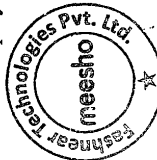
Agreed rate is [1 year INR IRS Swap rate as of the end of each year + 2%], compounded yearly, from the date of issuance of the E-comm CCPS to date of conversion, after taking appropriate adjustment for the dividend paid. In the above calculation, the [1 year INR IRS Swap rate + 2%] applicable for the partial period prior to conversion and the dividend paid shall be considered and adjusted appropriately.

(ii) The Resultant Company 2 shall pay any declared but unpaid dividend to the holder upon conversion of the E-comm CCPS into E-comm Equity.

(iii) The E-comm CCPS shall be mandatorily converted into E-comm Equity of the Resultant Company 2 only upon completion of the E-comm CCPS Tenure (as defined below). Prior to the expiry of the E-comm CCPS Tenure, such E-comm CCPS shall continue to be in the nature of the E-comm CCPS in terms of Applicable Laws.

(iv) It is clarified that the instrument may be convertible after fifteen (15) years from the date of issuance. The option to convert the instrument will be with the holder of the instrument.

(v) Upon conversion of the E-comm CCPS into E-comm Equity, if the holder becomes entitled to a fractional E-comm Equity of the Resultant Company 2, then such fractional E-comm Equity shall be rounded off to nearest whole number of the E-comm Equity of the Resultant Company 2, subject to Applicable Laws.

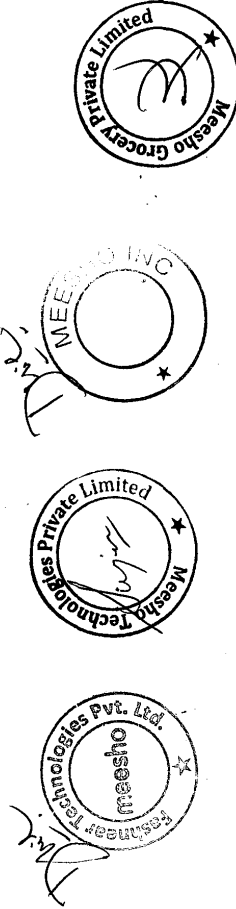
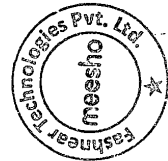


(c) **Voting, tenure and liquidation preference:**

- (i) The E-comm CCPS holders will not carry any voting rights in decision making of the Resultant Company 2. However, they will have protective/veto rights on matters related to preference shareholders. The instrument will have a term of twenty (20) years in accordance with the Indian Companies Act ("E-comm CCPS Tenure").
- (ii) The E-comm CCPS will have a liquidation preference in priority to all issued shares in case of liquidation of the company. The "liquidation preference" should be clearly defined to be an amount equal to the sum of (A) the issue price of the E-comm CCPS, plus (B) the declared but unpaid dividends at the time of liquidation to ensure that the E-comm CCPS does not have any additional participation right beyond the liquidation preference.

(d) **Buyback:**

The holder can require the Resultant Company 2 to buyback the E-comm CCPS at any point in time either out of its free reserves or securities premium account or the proceeds of issue of any shares or other securities, during the tenure of the E-comm CCPS at a price which provides an internal rate of return to the holder equal to the compounded average of [1 year INR IRS Swap rate plus 2%] (1 year INR IRS Swap rate as of the end of the year of the completed years until the said buyback, and the [1 year INR IRS Swap rate + 2%] as of the date prior to buyback adjusted for such partial period), adjusted for the dividend that has been paid until buyback, subject to compliance with the provisions of the extant foreign exchange laws of India and the provisions of Section 68 of the Indian Companies Act read with the relevant rules. In addition, the Resultant Company 2 shall pay any declared but unpaid dividend to the holder on the buyback date.



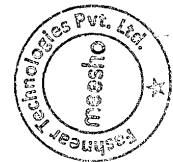
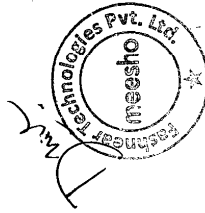
- 501 -

Schedule 9

Details of Investments of the Transferor Company

Part 1: Investment in offshore entities

S.No.	Instrument	Investee company	Sum/Consideration (in USD)
1.	301,388 preference-Series A1 shares, 656,838 common stock, 91,601 preference-series A2 shares, 276,037 preference-series A shares.	Apoyo Holdings.	816,827 (in aggregate)
2.	100,000 equity shares.	PT Fashnear Technology, Indonesia.	7,600,000.
3.	350,000 equity shares.	Fashnear Shenzhen Trading Company Limited, China.	350,000.

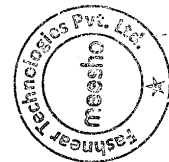
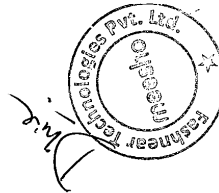


Part 2: Investments in Indian entities

S.No.	Instrument	Investee company	Consideration (in USD)
1.	84,350,208 equity shares	Fashnear Technologies Private Limited.	1,282,585,326
2.	1,862,500 equity shares	Meesho Payments Private Limited.	1,002,180
3.	88,604,894 equity shares	Popshop Commerce Private Limited.	3,640,060

Part 3: Investments in US treasury bills

Instrument	Date of Investment	Date of Maturity	Holding Period	Investment Amount (in USD).
US treasury bill.	30 November 2022	30 November 2024	731	1,59,07,380
JPMorgan - TR II US Treasury plus Money Market FD Cap.	February 2022	NA	NA	2,560



Schedule 10

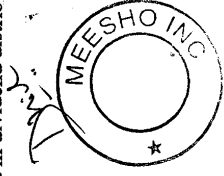
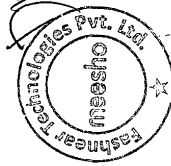
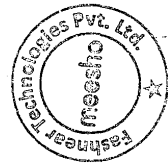
Indicative terms of the Merger CCPS

(a) Series A CCPS

- (i) **Form and Title:** Series A CCPS are non-cumulative convertible preference shares, issued at a set price and convertible into equity shares, subject to certain conditions and transfer restrictions as maybe mutually agreed between the Transferee Company and the holders of the Series A-1 CCPS.
- (ii) **Dividends:** Holders of Series A CCPS must receive dividends simultaneously with other shares, ensuring equal treatment in dividend distributions.
- (iii) **Liquidation Preference:** In case of liquidation events, Series A CCPS holders have a priority claim on assets *pari passu* with the Series B CCPS, the Series C CCPS, the Series D-1 CCPS, the Series D-2 CCPS, the Series E CCPS, and the Series F CCPS, in preference to Series A-1 CCPS, Series Seed CCPS and the equity shares.
- (iv) **Voting Rights:** The holder of each Series A CCPS shall have the right to one (1) vote for each equity share into which such Series A CCPS could then be converted, i.e., when calculated on an "as if converted" basis and fully diluted basis, alongside rights to vote on certain matters affecting the Transferee Company.
- (v) **Conversion:** The initial conversion rate of the Series A CCPS shall be 1:1, with adjustment mechanisms to prevent dilution. Series A CCPS shall convert into equity shares based on specific events or upon the holder's discretion.
- (vi) **Anti-dilution Protection:** The holders of Series A CCPS have a broad-based weighted average adjustment right to reduce dilution impact in the event the Transferee Company issues additional equity securities at a purchase price less than the then applicable conversion price of the Series A CCPS (excluding certain issuances).
- (vii) **Capital Restructuring:** In case of any restructuring affecting share capital, conversion terms of Series A CCPS shall be adjusted to maintain the holder's economic interest.

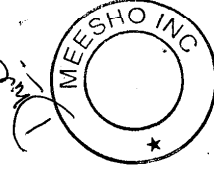
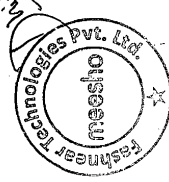
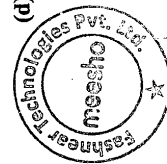
(b) Series A-1 CCPS:

- (i) **Form and Title:** Series A-1 CCPS are non-cumulative convertible preference shares, issued at a set price and convertible into equity shares, subject to certain conditions and transfer restrictions as maybe mutually agreed between the Transferee Company and the holders of the Series A-1 CCPS.
- (ii) **Dividends:** Holders of Series A-1 CCPS must receive dividends simultaneously with other shares, ensuring equal treatment in dividend distributions.



- (iii) **Liquidation Preference:** In case of liquidation events, Series A-1 CCPS shall be entitled to receive payments only after payments made on the Series A CCPS, the Series B CCPS, the Series C CCPS, the Series D-1 CCPS, the Series D-2 CCPS, the Series E-1 CCPS, the Series E CCPS, and the Series F CCPS. The payments on the Series A-1 CCPS will be prior and in preference to payments made on the Series Seed CCPS and the equity shares.
 - (iv) **Voting Rights:** The holder of each Series A-1 CCPS shall have the right to one (1) vote for each equity share into which such Series A CCPS could then be converted, i.e., when calculated on an "as if converted" and fully diluted basis, alongside rights to vote on certain matters affecting the Transferee Company.
 - (v) **Conversion:** The initial conversion rate of the Series A-1 CCPS shall be 1:1, with adjustment mechanisms to prevent dilution. Series A-1 CCPS will convert into equity shares based on specific events or upon the holder's discretion.
 - (vi) **Anti-dilution Protection:** The holders of Series A-1 CCPS have a broad-based weighted average adjustment right to reduce dilution impact in the event the Transferee Company issues additional equity securities at a purchase price less than the then applicable conversion price of the Series A-1 CCPS (excluding certain issuances).
 - (vii) **Capital Restructuring:** In case of any restructuring affecting share capital, conversion terms of Series A-1 CCPS shall be adjusted to maintain the holder's economic interest.
- (c) **Series B CCPS:**
- (i) **Form and Title:** Series B CCPS are non-cumulative convertible preference shares, issued at a set price and convertible into equity shares, subject to certain conditions and transfer restrictions as maybe mutually agreed between the Transferee Company and the holders of the Series B CCPS.
 - (ii) **Dividends:** Holders of Series B CCPS must receive dividends simultaneously with other shares, ensuring equal treatment in dividend distributions.
 - (iii) **Liquidation Preference:** In case of liquidation events, Series B CCPS holders have a priority claim on assets *pari passu* with the Series A CCPS, the Series C CCPS, the Series D-1 CCPS, the Series D-2 CCPS, the Series E-1 CCPS, the Series E CCPS, and the Series F CCPS, in preference to Series A-1 CCPS, Series Seed CCPS and the equity shares.
 - (iv) **Voting Rights:** The holder of each Series B CCPS shall have the right to one (1) vote for each equity share into which such Series B CCPS could then be converted, i.e., when calculated on an "as if converted" and fully diluted basis, alongside rights to vote on certain matters affecting the Transferee Company.
 - (v) **Conversion:** The initial conversion rate of the Series B CCPS shall be 1:1, with adjustment mechanisms to prevent dilution. Series B CCPS shall convert into equity shares based on specific events or upon the holder's discretion.
 - (vi) **Anti-dilution Protection:** The holders of Series B CCPS have a broad-based weighted average adjustment right to reduce dilution impact in the event the Transferee Company issues additional equity securities at a purchase price less than the then applicable conversion price of the Series B CCPS (excluding certain issuances).
 - (vii) **Capital Restructuring:** In case of any restructuring affecting share capital, conversion terms of Series B CCPS shall be adjusted to maintain the holder's economic interest.

(d) **Series C CCPS:**

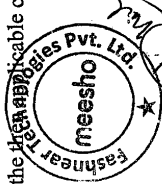
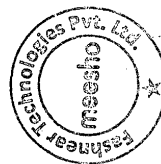


- (i) **Form and Title:** Series C CCPS are non-cumulative convertible preference shares, issued at a set price and convertible into equity shares, subject to certain conditions and transfer restrictions as maybe mutually agreed between the Transferee Company and the holders of the Series C CCPS.
- (ii) **Dividends:** Holders of Series C CCPS must receive dividends simultaneously with other shares, ensuring equal treatment in dividend distributions.
- (iii) **Liquidation Preference:** In case of liquidation events, Series C CCPS holders have a priority claim on assets *pari passu* with the Series A CCPS, the Series B CCPS, the Series D-1 CCPS, the Series D-2 CCPS, the Series E-1 CCPS, the Series E CCPS, and the Series F CCPS, in preference to Series A-1 CCPS, Series Seed CCPS and the equity shares.
- (iv) **Voting Rights:** The holder of each Series C CCPS shall have the right to one (1) vote for each equity share into which such Series C CCPS could then be converted, i.e., when calculated on an "as if converted" and fully diluted basis, alongside rights to vote on certain matters affecting the Transferee Company.
- (v) **Conversion:** The initial conversion rate of the Series C CCPS shall be 1:1, with adjustment mechanisms to prevent dilution. Series C CCPS shall convert into equity shares based on specific events or upon the holder's discretion.
- (vi) **Anti-dilution Protection:** The holders of Series C CCPS have a broad-based weighted average adjustment right to reduce dilution impact in the event the Transferee Company issues additional equity securities at a purchase price less than the then applicable conversion price of the Series C CCPS (excluding certain issuances).
- (vii) **Capital Restructuring:** In case of any restructuring affecting share capital, conversion terms of Series B CCPS shall be adjusted to maintain the holder's economic interest.

(e) **Series D-1 CCPS and Series D-2 CCPS (collectively, the "Series D CCPS")**

- (i) **Form and Title:** Series D CCPS are non-cumulative convertible preference shares, issued at a set price and convertible into equity shares, subject to certain conditions and transfer restrictions as maybe mutually agreed between the Transferee Company and the holders of the Series D CCPS.
- (ii) **Dividends:** Holders of Series D CCPS must receive dividends simultaneously with other shares, ensuring equal treatment in dividend distributions.
- (iii) **Liquidation Preference:** In case of liquidation events, Series D CCPS holders have a priority claim on assets *pari passu* with the Series A CCPS, the Series B CCPS, the Series C CCPS, the Series E-1 CCPS, the Series E CCPS, and the Series F CCPS, in preference to Series A-1 CCPS, Series Seed CCPS and the equity shares.
- (iv) **Voting Rights:** The holder of each Series D CCPS shall have the right to one (1) vote for each equity share into which such Series D CCPS could then be converted, i.e., when calculated on an "as if converted" and fully diluted basis, alongside rights to vote on certain matters affecting the Transferee Company.
- (v) **Conversion:** The initial conversion rate of the Series D CCPS shall be 1:1, with adjustment mechanisms to prevent dilution. Series D CCPS shall convert into equity shares based on specific events or upon the holder's discretion.

- (vi) **Anti-dilution Protection:** The holders of Series D CCPS have a broad-based weighted average adjustment right to reduce dilution impact in the event the Transferee Company issues additional equity securities at a purchase price less than the then applicable conversion price of the Series D CCPS (excluding certain issuances).



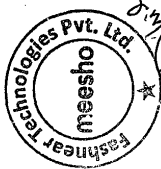
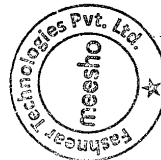
(vii) **Capital Restructuring:** In case of any restructuring affecting share capital, conversion terms of Series D CCPS shall be adjusted to maintain the holder's economic interest.

(f) **Series E CCPS:**

- (i) **Form and Title:** Series E CCPS are non-cumulative convertible preference shares, issued at a set price and convertible into equity shares, subject to certain conditions and transfer restrictions as maybe mutually agreed between the Transferee Company and the holders of the Series E CCPS.
- (ii) **Dividends:** Holders of Series E CCPS must receive dividends simultaneously with other shares, ensuring equal treatment in dividend distributions.
- (iii) **Liquidation Preference:** In case of liquidation events, Series E CCPS holders have a priority claim on assets *pari passu* with the Series A CCPS, the Series B CCPS, the Series C CCPS, the Series D-1 CCPS, the Series D-1 CCPS, the Series E-1 CCPS, and the Series F CCPS, in preference to Series A-1 CCPS, Series Seed CCPS and the equity shares.
- (iv) **Voting Rights:** The holder of each Series E CCPS shall have the right to one (1) vote for each Equity Share into which such Series E CCPS could then be converted, i.e., when calculated on an "as if converted" and fully diluted basis, alongside rights to vote on certain matters affecting the Transferee Company.
- (v) **Conversion:** The initial conversion rate of the Series E CCPS shall be 1:1, with adjustment mechanisms to prevent dilution. Series E CCPS shall convert into equity shares based on specific events or upon the holder's discretion.
- (vi) **Anti-dilution Protection:** The holders of Series E CCPS have a broad-based weighted average adjustment right to reduce dilution impact in the event the Transferee Company issues additional equity securities at a purchase price less than the then applicable conversion price of the Series E CCPS (excluding certain issuances).
- (vii) **Capital Restructuring:** In case of any restructuring affecting share capital, conversion terms of Series E CCPS shall be adjusted to maintain the holder's economic interest.

(g) **Series E-1 CCPS:**

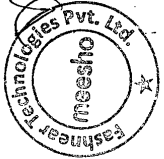
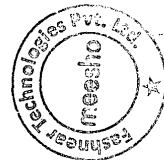
- (i) **Form and Title:** Series E-1 CCPS are non-cumulative convertible preference shares, issued at a set price and convertible into equity shares, subject to certain conditions and transfer restrictions as maybe mutually agreed between the Transferee Company and the holders of the Series E CCPS.
- (ii) **Dividends:** Holders of Series E-1 CCPS must receive dividends simultaneously with other shares, ensuring equal treatment in dividend distributions.
- (iii) **Liquidation Preference:** In case of liquidation events, Series E-1 CCPS holders have a priority claim on assets *pari passu* with the Series A CCPS, the Series B CCPS, the Series C CCPS, the Series D-1 CCPS, the Series D-1 CCPS, the Series E CCPS, and the Series F CCPS, in preference to Series A-1 CCPS, Series Seed CCPS and the equity shares.
- (iv) **Voting Rights:** The holder of each Series E-1 CCPS shall have the right to one (1) vote for each equity share into which such Series E CCPS could then be converted, i.e., when calculated on an "as if converted" and fully diluted basis, alongside rights to vote on certain matters affecting the Transferee Company.



- (v) **Conversion:** The initial conversion rate of the Series E-1 CCPS shall be 1:1, with adjustment mechanisms to prevent dilution. Series E-1 CCPS shall convert into equity shares based on specific events or upon the holder's discretion.
- (vi) **Anti-dilution Protection:** The holders of Series E-1 CCPS have a broad-based weighted average adjustment right to reduce dilution impact in the event the Transferee Company issues additional equity securities at a purchase price less than the then applicable conversion price of the Series E CCPS (excluding certain issuances).
- (vii) **Capital Restructuring:** In case of any restructuring affecting share capital, conversion terms of Series E-1 CCPS shall be adjusted to maintain the holder's economic interest.
- (h) **Series E1-A CCPS**
- (i) **Form and Title:** Series E1-A CCPS are non-cumulative convertible preference shares, issued at a set price and convertible into equity shares, subject to certain conditions and transfer restrictions as maybe mutually agreed between the Transferee Company and the holders of the Series E CCPS.
- (ii) **Dividends:** Holders of Series E1-A CCPS must receive dividends simultaneously with other shares, ensuring equal treatment in dividend distributions.
- (iii) **Liquidation Preference:** In case of liquidation events, Series E1-A CCPS holders have a priority claim on assets *pari passu* with the Series A CCPS, the Series B CCPS, the Series C CCPS, the Series D-1 CCPS, the Series D-1 CCPS, the Series E CCPS, and the Series F CCPS, in preference to Series A-1 CCPS, Series Seed CCPS and the equity shares.
- (iv) **Voting Rights:** The holder of each Series E1-A CCPS shall have the right to one (1) vote for each equity share into which such Series E CCPS could then be converted, i.e., when calculated on an "as if converted" and fully diluted basis, alongside rights to vote on certain matters affecting the Transferee Company.
- (v) **Conversion:** The initial conversion rate of the Series E1-A CCPS shall be 1:1, with adjustment mechanisms to prevent dilution. Series E1-A CCPS shall convert into equity shares based on specific events or upon the holder's discretion.
- (vi) **Anti-dilution Protection:** The holders of Series E1-A CCPS have a broad-based weighted average adjustment right to reduce dilution impact in the event the Transferee Company issues additional equity securities at a purchase price less than the then applicable conversion price of the Series E CCPS (excluding certain issuances).
- (vii) **Capital Restructuring:** In case of any restructuring affecting share capital, conversion terms of Series E1-A CCPS shall be adjusted to maintain the holder's economic interest.

(i) **Series F CCPS:**

- (i) **Form and Title:** Series F CCPS are non-cumulative convertible preference shares, issued at a set price and convertible into equity shares, subject to certain conditions and transfer restrictions as maybe mutually agreed between the Transferee Company and the holders of the Series F CCPS.
- (ii) **Dividends:** Holders of Series F CCPS must receive dividends simultaneously with other shares, ensuring equal treatment in dividend distributions.



- (iii) **Liquidation Preference:** In case of liquidation events, Series F CCPS holders have a priority claim on assets *pari passu* with the Series A CCPS, the Series B CCPS, the Series C CCPS, the Series D-1 CCPS, the Series D-2 CCPS, the Series E CCPS, and the Series F CCPS, in preference to Series A-1 CCPS, Series Seed CCPS and the equity shares.
- (iv) **Voting Rights:** The holder of each Series F CCPS shall have the right to one (1) vote for each equity share into which such Series F CCPS could then be converted *i.e.*, when calculated on an "as if converted" and fully diluted basis, alongside rights to vote on certain matters affecting the Transferee Company.
- (v) **Conversion:** The initial conversion rate of the Series F CCPS shall be 1:1, with adjustment mechanisms to prevent dilution. Series F CCPS shall convert into equity shares based on specific events or upon the holder's discretion.
- (vi) **Anti-dilution Protection:** The holders of Series F CCPS have a broad-based weighted average adjustment right to reduce dilution impact in the event the Transferee Company issues additional equity securities at a purchase price less than the then applicable conversion price of the Series F CCPS (excluding certain issuances).
- (vii) **Capital Restructuring:** In case of any restructuring affecting share capital, conversion terms of Series F CCPS shall be adjusted to maintain the holder's economic interest.

(i) **Series Seed CCPS:**

- (i) **Form and Title:** Series Seed CCPS are non-cumulative convertible preference shares, issued at a set price and convertible into equity shares, subject to certain conditions and transfer restrictions as maybe mutually agreed between the Transferee Company and the holders of the Series A-1 CCPS.
- (ii) **Dividends:** Holders of Series Seed CCPS must receive dividends simultaneously with other shares, ensuring equal treatment in dividend distributions.
- (iii) **Liquidation Preference:** In case of liquidation events, Series A CCPS, the Series B CCPS, the Series C CCPS, the Series D-1 CCPS, the Series D-2 CCPS, the Series E CCPS, and the Series F CCPS and then, second, the holders of the Series A-1 CCPS will be entitled to receive payments prior to the Series Seed CCPS. The payments on the Series Seed CCPS will be prior and in preference to payments made to the equity shares.
- (iv) **Voting Rights:** The holder of each Series Seed CCPS shall have the right to one (1) vote for each equity share into which such Series Seed CCPS could then be converted, *i.e.*, when calculated on an "as if converted" and fully diluted basis, alongside rights to vote on certain matters affecting the Transferee Company.
- (v) **Conversion:** The initial conversion rate of the Series Seed CCPS shall be 1:1, with adjustment mechanisms to prevent dilution. Series Seed CCPS will convert into equity shares based on specific events or upon the holder's discretion.
- (vi) **Anti-dilution Protection:** The holders of Series Seed CCPS have a broad-based weighted average adjustment right to reduce dilution impact in the event the Transferee Company issues additional equity securities at a purchase price less than the then applicable conversion price of the Series Seed CCPS (excluding certain issuances).
- (vii) **Capital Restructuring:** In case of any restructuring affecting share capital, conversion terms of Series Seed CCPS shall be adjusted to maintain the holder's economic interest.

