

NOTICE-EQUITYSHAREHOLDERS

THE ANUP ENGINEERING LIMITED

Registered Office	:	Behind 66 KV Electric Sub-Station, Odhav Road, Ahmedabad-382 415, Gujarat, India
Tel No.	:	+91-79-40258900
CIN	:	U99999GJ1962PLC001170
Website	:	www.anupengg.com
E-mail	:	rakesh.poddar@arvind.in

MEETING OF THE EQUITY SHAREHOLDERS OF THE ANUP ENGINEERING LIMITED

*(Convened pursuant to order dated 16th March, 2018 passed by
the National Company Law Tribunal, Bench at Ahmedabad)*

MEETING:

Day	Saturday
Date	12th day of May, 2018
Time	11.00 a.m.
Venue	J.B. Auditorium, Ahmedabad Management Association Complex, ATIRA Road, Ahmedabad-380 015, Gujarat, India

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**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
BENCH, AT AHMEDABAD
CA (CAA) NO. 26/NCLT/AHM/2018**

In the matter of the Companies Act, 2013;

And

In the matter of Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013;

And

In the matter of The Anup Engineering Limited;

And

In the matter of Composite Scheme of Arrangement involving Demerger, amalgamation and restructure of Capital amongst Arvind Limited, Arvind Fashions Limited, Anveshan Heavy Engineering Limited and The Anup Engineering Limited and their respective Shareholders and creditors.

The Anup Engineering Limited, a company incorporated under the provisions of Companies Act, 1956 and having its registered office at Behind 66 KV Electric Sub-Station, Odhav Road, Ahmedabad-382415, Gujarat, India

...Applicant Transferor Company

NOTICE CONVENING THE MEETING OF THE EQUITY SHARE HOLDERS OF THE APPLICANT COMPANY

To;

The Equity Shareholders of The Anup Engineering Limited (the “Applicant Company”)

TAKE NOTICE that by the order made on the 16th day of March 2018 in the abovementioned Company Application No. 26 of 2018 (the “**Order**”), the Hon’ble National Company Law Tribunal, Bench, at Ahmedabad (“**NCLT**”) has directed that a meeting of the Equity Shareholders of the Applicant Company, be convened and held at J.B. Auditorium, Ahmedabad Management Association Complex, ATIRA Road, Ahmedabad-380 015, Gujarat, India on Saturday, the 12th day of May, 2018 at 11.00 a.m. for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Composite Scheme of Arrangement involving De-merger, amalgamation and restructure of Capital amongst Arvind Limited, Arvind Fashions Limited, Anveshan Heavy Engineering Limited and The Anup Engineering Limited and their respective Shareholders and creditors under Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013 (the “**Scheme**”).

TAKE FURTHER NOTICE that in pursuance of the said Order and as directed therein, a meeting of the Equity Shareholders of the Applicant Company, will be held at J.B. Auditorium, Ahmedabad Management Association Complex, ATIRA Road, Ahmedabad-380 015, Gujarat, India on Saturday, the 12th day of May, 2018 at 11.00 a.m. at which place, day, date and time you are requested to attend. At the meeting, the following resolution will be considered and if thought fit, be passed, with or without modification(s):

“RESOLVED THAT pursuant to the provisions of Sections 230 – 232 read with Section 66 and other applicable provisions of the Companies Act, 2013, the rules, circulars and notifications made thereunder (including any statutory modification or re-enactment thereof) as may be applicable, the Securities and Exchange Board of India Circular No. CFD/DIL3/CIR/2017/21 dated 10th day of March, 2017, the observation letters issued by each of BSE Limited and National Stock Exchange of India Limited and subject to the provisions of the Memorandum and Articles of Association of the Company and subject to the approval of Hon’ble National Company Law Tribunal, Bench, at Ahmedabad (“**NCLT**”) and subject to such other approvals, permissions and sanctions of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by NCLT or by any regulatory or other authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the “**Board**”, which term shall be deemed to mean and include one or more Committee(s) constituted/to be constituted by the Board or any person(s) which the Board may nominate to exercise its powers including the powers conferred by this resolution), the arrangement embodied in the Composite Scheme of Arrangement involving De-merger, amalgamation and restructure of Capital amongst Arvind Limited, Arvind Fashions Limited, Anveshan Heavy Engineering Limited and The Anup Engineering Limited and their respective Shareholders and creditors (“**Scheme**”) placed before this meeting and initialed by the Chairman of the meeting for the purpose of identification, be and is hereby approved.

RESOLVED FURTHER THAT the Board be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the arrangement embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or

imposed by the NCLT while sanctioning the arrangement embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any questions or doubts or difficulties that may arise including passing of such accounting entries and/or making such adjustments in the books of accounts as considered necessary in giving effect to the Scheme, as the Board may deem fit and proper.”

TAKE FURTHER NOTICE that you may attend and vote at the said meeting in person or by proxy provided that a proxy in the prescribed form, duly signed by you or your authorised representative, is deposited at the registered office of the Applicant Company at Behind 66, KV Electric Sub-Station, Odhav Road, Ahmedabad-382 415, Gujarat, India, not later than 48 (forty eight) hours before the time fixed for the aforesaid meeting. The form of proxy can be obtained free of charge from the registered Office of the Applicant Company.

Copies of the Scheme and Explanatory Statement under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, along with the enclosures as indicated in the Index, can be obtained free of charge at the registered office of the Applicant Company at Behind 66, KV Electric Sub-Station, Odhav Road, Ahmedabad-382 415, Gujarat, India or at the office of its advocates, Mrs. Swati Saurabh Soparkar at 301, Shivalik-10, Opp. State Bank of India Zonal Office, S. M. Road, Ambavadi, Ahmedabad-380 015, Gujarat, India.

The Hon'ble Tribunal has appointed Shri Raju M. Mulani, an Independent Practising Chartered Accountant and failing him Shri Prakash B. Makwana, Company Secretary of Arvind SmartSpaces Limited and failing him Shri Punit S. Lalbhai, the Director of the Applicant Company to be the Chairman of the said meeting including for any adjournment or adjournments thereof. The Tribunal has further appointed Shri Hitesh Buch, proprietor of M/s. Hitesh Buch & Associates, a practicing Company Secretary firm as the scrutinizer at the said meeting. The Scheme, if approved by the aforesaid meeting, will be subject to the subsequent approval of NCLT.

A copy of the Explanatory Statement under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the Scheme and the other enclosures as indicated in the Index are enclosed.

Sd/-

Raju M. Mulani

Chairman appointed for the meeting

Dated this 1st day of April, 2018

Registered Office: Behind 66 KV Electric Sub-Station,
Odhav Road, Ahmedabad-382 415,
Gujarat, India.

Notes:

1. Only Equity Shareholders of the Applicant Company may attend and vote either in person or by proxy (a proxy need not be an equity shareholder of the Applicant Company) or in the case of a body corporate, by a representative authorised under Section 113 of the Companies Act, 2013 at the meeting of the Equity Shareholders of the Applicant Company. The authorised representative of a body corporate which is an equity shareholder of the Applicant Company may attend and vote at the meeting of the Equity Shareholders of the Applicant Company provided a copy of the resolution of the Board of Directors or other governing body of the body corporate authorising such representative to attend and vote at the meeting of the Equity Shareholders of the Applicant Company, duly certified to be a true copy by a Director, the manager, the secretary or other authorised officer of such body corporate, is deposited at the registered Office of the Applicant Company not later than 48 (Forty Eight) hours before the scheduled time of the commencement of the meeting of the Equity Shareholders of the Applicant Company.
2. The form of proxy can be obtained free of charge from the registered Office of the Applicant Company.
3. All alterations made in the form of proxy should be initialed.
4. During the period beginning 24 (Twenty Four) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, Equity Shareholders would be entitled to inspect the proxies lodged at any time during the business hours of the Applicant Company, provided that not less than 3 (Three) days of notice in writing is given to the Applicant Company.
5. The quorum of the meeting of the Equity Shareholders of the Applicant Company shall be 10 (Ten) equity shareholders of the Applicant Company, present in person.
6. An equity shareholder or his proxy, attending the meeting, is requested to bring the Attendance Slip duly completed and signed.
7. The documents referred to in the accompanying Explanatory Statement shall be open for inspection by the Equity Shareholders at the registered Office of the Applicant Company between 10.00 a.m. and 12.00 noon on all days (except Saturdays, Sundays and public holidays) up to the date of the meeting.
8. NCLT by its said Order has directed that a meeting of the Equity Shareholders of the Applicant Company shall be convened and held at, J.B. Auditorium, Ahmedabad Management Association Complex, ATIRA Road, Ahmedabad-380 015, Gujarat, India on Saturday, the 12th day

of May, 2018 at 11.00 a.m. for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme. Equity Shareholders would be entitled to vote in the said meeting either in person or through proxy.

9. In accordance with the provisions of Sections 230 – 232 of the Companies Act, 2013, the Scheme shall be acted upon only if a majority in number representing three fourth in value of the Equity Shareholders of the Applicant Company, voting in person or by proxy, agree to the Scheme.
10. The Notice, together with the documents accompanying the same, is being sent to all the Equity Shareholders by courier service. The Notice will be displayed on the website of the Applicant Company www.anupengg.com.
11. The notice convening the meeting, the date of dispatch of the notice and the Explanatory Statement, amongst others, will be published through advertisement in the following newspapers, namely, (i) Indian Express (Ahmedabad Edition) in the English language; and (ii) translation thereof in Gujarat Samachar (Ahmedabad Edition) in the Gujarati language.
12. Mr. Hitesh D. Buch, Practicing Company Secretary (Membership No. FCS 3145/COP 8195) has been appointed as the Scrutinizer to conduct the voting process through ballot or polling at the venue of the meeting in a fair and transparent manner.
13. The scrutinizer will submit his report to the Chairman of the meeting after completion of the scrutiny of the votes cast by the Equity Shareholders of the Applicant Company through ballot or polling paper at the venue of the meeting. The scrutinizer's decision on the validity of the vote shall be final. The results of votes cast through ballot or polling paper at the venue of the meeting will be announced on or before 15th day of May, 2018 at the registered office of the Applicant Company. The results, together with the Scrutinizer's Reports, will be displayed at the registered office of the Applicant Company and on the website of the Applicant Company www.anupengg.com.

IN THE NATIONAL COMPANY LAW TRIBUNAL, AHMEDABAD BENCH
COMPANY APPLICATION NO.CA(CAA) No. 26/NCLT/AHM/2018
IN THE MATTER OF SECTIONS 230 TO 232 READ WITH SECTION 66 AND OTHER APPLICABLE
PROVISIONS OF THE COMPANIES ACT, 2013 AND
IN THE MATTER OF THE COMPOSITE SCHEME OF ARRANGEMENT INVOLVING DE-MERGER,
AMALGAMATION AND RESTRUCTURE OF CAPITAL AMONGST ARVIND LIMITED,
ARVIND FASHIONS LIMITED, ANVESHAN HEAVY ENGINEERING LIMITED AND
THE ANUP ENGINEERING LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

The Anup Engineering Limited, a company incorporated under the provisions of Companies Act, 1956 and having its registered office at Behind 66 KV Electric Sub-Station, Odhav Road, Ahmedabad-382415, Gujarat, India

APPLICANT TRANSFEROR COMPANY

EXPLANATORY STATEMENT UNDER SECTION 230(3) READ WITH SECTION 232(2) AND 102 OF THE COMPANIES ACT, 2013 READ WITH THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

1. Pursuant to the order dated 16th March, 2018 passed by the Hon'ble National Company Law Tribunal, Bench, at Ahmedabad ("**NCLT**"), in the above mentioned Company Application no. 26 of 2018 (the "**Order**"), a meeting of the equity shareholders of The Anup Engineering Limited ("**Transferor Company**") is being convened at J.B. Auditorium, Ahmedabad Management Association Complex, ATIRA Road, Ahmedabad-380015 in the State of Gujarat on the 12th day of May, 2018 at 11.00 am for the purpose of considering, and if thought fit, approving, with or without modification(s), the Scheme of Arrangement, inter alia, in the nature of demerger of Branded Apparel Undertaking and the Engineering Undertaking ("**Demerged Undertakings**") from the Company respectively to Arvind Fashions Limited ("**Resulting Company 1**") and Anveshan Heavy Engineering Limited ("**Resulting Company 2**"), and the amalgamation of The Anup Engineering Limited ("**Transferor Company**") with Anveshan Heavy Engineering Limited ("**Transferee Company**") and their respective shareholders and creditors under Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013 ("**Scheme**").
2. In terms of the said Order, the quorum for the said meeting for Equity Shareholders shall be 10 (Ten) equity shareholders of the Company, present in person, as prescribed by the National Company Law Tribunal, Ahmedabad Bench. The Scheme shall be acted upon only if a majority in number representing three fourths in value of the members, or class of members, of the Transferor Company, as the case may be, voting in person or by Proxy, agree to the Scheme.
3. Further in terms of the said Order, NCLT, has appointed Shri Raju M. Mulani, an Independent Practicing Chartered Accountant and failing him Shri Prakash B. Makwana, the Company Secretary of Arvind SmartSpaces Limited and failing him Shri Punit S. Lalbhai, the Director of the Applicant Transferor Company as the Chairman of the meeting of the equity shareholders of the Transferor Company including for any adjournment or adjournments thereof.
4. This statement is being furnished as required under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 ("**Act**") read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 ("**Rules**").
5. In accordance with the provisions of Sections 230-232 read with Section 66 of the Act, the Scheme shall be acted upon only if a majority in number representing three fourths in value of the members, or class of members, of the Transferor Company, as the case may be, voting in person or by proxy, agree to the Scheme.
6. **Background:**
 - 6.1 **Details of the Demerged Company**
 - a) The Demerged Company is a public listed company incorporated under the provisions of the Indian Companies Act, 1913 in the name of The Arvind Mills Limited in the office of Registrar of Companies, Bombay. The name of The Arvind Mills Limited was changed to Arvind Limited with effect from 15th April 2008. There has been no further change in the name of the Demerged Company in the last five (5) years. The demerged Company has published all the details of its previous schemes with respective orders of High Court of Gujarat attached in the present Memorandum of Association and Articles of Association. The Demerged Company was originally incorporated for manufacturing and marketing of textile products. However, it has grown and diversified in several distinct business activities through different undertakings, including (i) Textiles business comprising of manufacturing of yarn, denim, shirting and knit fabrics, garments and technical textiles; (ii) Branded Apparel Undertaking consisting of branded apparel, accessories and customised clothing business; and (iii) Engineering Undertaking consisting of manufacturing of critical process engineering equipment.
 - b) The Demerged Company is engaged, inter alia, in businesses spanning the entire value chain of textiles either directly or through its subsidiaries and joint ventures with other entities.
 - c) Corporate identity number (CIN): L17119GJ1931PLC000093
 - d) Permanent Account Number (PAN): AABCA2398D
 - e) Registered Office and e-mail address: Naroda Road, Ahmedabad-380025, Gujarat, India
E-mail address: rv.bhimani@arvind.in, investor@arvind.in
 - f) The equity shares of the Demerged Company are listed on BSE Limited and the National Stock Exchange of India Limited.

Demerged Company has issued Unsecured Non-Convertible Debentures. The said Non-Convertible Debentures are listed on the wholesale Debt segment of BSE Limited.

g) Names of the promoters and directors along with their addresses:

Details of Promoters

Name of the Promoter	Address
AuraSecuritiesPvtLtd	1st Floor, Akshay Building, Bh. Vadilal House, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009
SanjaybhaiShrenikbhaiLalbhai	Lalbaug, Shahibaug, Ahmedabad, 380004, Gujarat, INDIA
PunitSanjaybhai	Lalbaug, Shahibaug, Ahmedabad, 380004, Gujarat, INDIA
JayshreebenSanjaybhaiLalbhai	Lalbaug, Shahibaug, Ahmedabad, 380004, Gujarat, INDIA
KalpanaShripalMorakhia	A2, Pruthvi Apartments, 6th Floor, Altamount Road, Mumbai, 400026
AmlEmployeeWelfareTrust	Arvind Mills Premises, Naroda Road, Ahmedabad, Gujarat, 380025
AuraMerchandisePvt.Ltd.	1st Floor, Akshay Building, 53, Shrimali Society, B/H. Vadilal House, Navrangpura, Ahmedabad, 380009
LalbhaiRealtyFinancePrivateLimited	701, Swagat Building, Near Lal Bungalow, C G Road, Ellisbridge, Ahmedabad, 380006
AuraSecuritiesPrivateLimited	1st Floor, Akshay Building, B/H Vadilal House, 53, Shrimali Society, Ahmedabad, 380009
AuraBusinessEnterprisePvtLtd	1st Floor, Akshay Building, B/H Vadilal House, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009
AuraBusinessVenturesLLP	1st Floor, Akshay Building, 53, Shrimali Society, B/H. Vadilal House, Ahmedabad, 380009
HansabenNiranjanbhaiLalbhai	Akshay, 1st Floor, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009
BadlaniManiniRajiv	A 101, 78, Gokuldham, Nr Eklavya School, ShelaSanathal, Ahmedabad, 382210
AdoreInvestmentsPrivateLimited	Sheth Lalbhai Dalpatbhai, Akshay, 1st Floor, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009
AeonInvestmentsPrivateLimited	Sheth Lalbhai Dalpatbhai, Akshay, 1st Floor, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009
AmardeepHoldingsPrivateLimited	Sheth Lalbhai Dalpatbhai, Akshay, 1st Floor, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009
AmazonInvestmentsPrivateLimited	Sheth Lalbhai Dalpatbhai, Akshay, 1st Floor, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009
SunilSiddharthLalbhai	13, ByramjiGamadia Marg, M. L. Dahanukar Marg, Between Landmark And Rashmi Bldg., Mumbai, 400026
SwatiSLalbhai	C/O. Osia Enterprise Pvt Ltd., Next To Transportrade Godown, Near River Par, N.H.No.8, Atul District - Valsad, 396020
VimlaSLalbhai	C/O. Osia Enterprise Pvt Ltd., Next To Transportrade Godown, Near River Par, N.H.No.8, Atul District - Valsad, 396020
TaralSLalbhai	C/O. Osia Enterprise Pvt Ltd., Next To Transportrade Godown, Near River Par, N.H.No.8, Atul District - Valsad, 396020
AsthaLalbhai	13, Lalbhai Cottage, Byramji Gamadia Road, Between Landmark And Rashmi Building, Mumbai, 400026
SunilSiddharth	13, ByramjiGamadia Marg, M. L. Dahanukar Marg, Between Landmark And Rashmi Bldg., Mumbai, 400026
AayojanResourcesPrivateLtd	Plot No.16, CK Park, Near River Par, Atul, 396020
AdhinamiInvestmentsPrivateLimited	Sheth Lalbhai Dalpatbhai, Akshay, 1st Floor, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009
AnusandhanInvestmentsLimited	Plot No.16, CK Park, Near River Park, NH No. 08, Valsad, 394210
AkshitaHoldingsPrivateLimited	Sheth Lalbhai Dalpatbhai, Akshay, 1st Floor, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009
AtulLimited	Atul House, GI Patel Marg, Ahmedabad, Gujarat, 380014
AagamHoldingsPrivateLimited	1st Floor, Akshay Building, Bh. Vadilal House, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009

Details of Directors

Name of the Director	Designation	Address
Sanjaybhai Shrenikbhai Lalbhai	Chairman and Managing Director	Lalbaug, Shahibaug, Ahmedabad, 380004, Gujarat, INDIA
Punit Sanjay Lalbhai	Wholetime Director	Lalbaug, Shahibaug, Ahmedabad, 380004, Gujarat, INDIA
Kulin Sanjay Lalbhai	Wholetime Director	Lalbaug, Shahibaug, Ahmedabad, 380004, Gujarat, INDIA
Jayesh Kantilal Shah	Wholetime Director	26, Amaltas Bungalows, Vastrapur, Ahmedabad, 380015, Gujarat, INDIA
Dr. Bakul Harshadrai Dholakia	Independent Director	6, Asopalav Bungalow, Thaltej, Ahmedabad - 380059
Dileep Chinubhai Choksi	Independent Director	E/7, Sea Face Park, Bhulabhai Desai Road, Mumbai - 400026
Samir Uttamlal Mehta	Independent Director	Akalpya, Opp. Jain Temple, Sarkhej Gandhinagar Highway, Ahmedabad - 380058
Renuka Ramnath	Independent Director	D-4701/2, Floor: 47, Ashok Tower, 63/74, Dr. S. S. Rao Marg, Parel, Mumbai, 400012, Maharashtra, India
Vallabh Roopchand Bhanshali	Independent Director	18th Floor, Vandan CHS, 191, Dongarsi Road, Walkeshwar, Mumbai - 400006
Nilesh Dhirajlal Shah	Independent Director	501, Radhika Chs, Gulmohar Road, Plot No 55, Jvpd Scheme, Vile Parle (W) Mumbai 400049

h) The main objects of the Demerged Company as set out in its Memorandum of Association are as follows:

- *To carry on the business of spinning, weaving or manufacturing or dealing in cotton or other fibrous substances and the preparation, dyeing or colouring of any of the said substances and the sale of yarn, cloth or other manufactures fibrous products.*
- *To carry on all or any of the business following, namely, cotton spinners and doublers, flax, hemp and jute spinners, linen manufacturers, flax, hemp, jute and wool merchants, wool combers, worsted spinners, woollen spinners, yarn merchants, worsted stuff manufacturers, bleachers and dyers and makers of vitriol, bleaching and dyeing materials and to purchase, comb, prepare, spin, dye and deal in flax, hemp, jute, wool, cotton, silk and other fibrous substances and to weave or otherwise manufacture, buy, sell and deal in linen, cloth and other goods and fabrics, whether textile, fringed, knitted or looped and to supply power and to carry on or be interested in the businesses of flour mill proprietors, pressing and ginning mill proprietors and oil mill proprietors, paper mill proprietors and ice manufacturers in all their branches and either in Ahmedabad or other parts of India.*

There has been no change of name, registered office and objects of the company of the Demerged Company in the last 5 years.

i) The share capital of the Demerged Company as on 30 September 2017 is as follows:

Particulars	INR
Authorised Share Capital	
56,50,00,000 equity shares of INR 10 each	565,00,00,000
1,00,00,000 Preference Shares of INR 100 each	100,00,00,000
Total	665,00,00,000
Issued Capital	
25,85,17,969 equity shares of INR 10 each	2,58,51,79,690
Total	2,58,51,79,690
Subscribed and Paid Up Capital	
25,85,17,969 equity shares of INR 10 each	2,58,51,79,690
Less: Forfeited Shares	
900 equity shares of INR 10 each	9,000
Total	2,58,51,70,690

Subsequent to the above date, there has been an exercise of 1,00,000 vested employee stock options and accordingly there has been a corresponding increase in the issued, subscribed and paid up Capital of the Demerged Company.

Post issuance of shares for the employee stock options, the revised share capital of the Demerged Company is as follows:

Particulars	INR
Authorised Share Capital	
56,50,00,000 equity shares of INR 10 each	565,00,00,000
1,00,00,000 Preference Shares of INR 100 each	100,00,00,000
Total	665,00,00,000
Issued Capital	
25,86,17,969 equity shares of INR 10 each	2,58,61,79,690
Total	2,58,61,79,690
Subscribed and Paid Up Capital	
25,86,17,969 equity shares of INR 10 each	2,58,61,79,690
Less: Forfeited Shares	
900 equity shares of INR 10 each	9,000
Total	2,58,61,70,690

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid up share capital of the Demerged Company till the date of approval of the Scheme by the Board of the Demerged Company.

Subsequent to the filing of scheme with Recognised Stock Exchanges, on account of merger order passed by Hon'ble NCLT, Ahmedabad Bench approving merger of three wholly owned subsidiaries namely, Arvind Brands & Retail Limited, Arvind Garments Park Private Limited and Dholka Textile Park Private Limited with the Demerged Company, the authorized share capital of the Demerged Company stands increased to Rs. 774,50,00,000/-.

The Demerged Company has outstanding employee stock options under its existing stock option schemes, the exercise of which may result in an increase in the issued and paid-up share capital of the Demerged Company.

6.2 Details of Resulting Company 1

- Resulting Company 1 is an unlisted public company incorporated under the provisions of the Companies Act, 2013. The Resulting Company 1 has been incorporated with an objective to engage, inter alia, in developing, marketing and promoting organized wholesale business.
- Corporate Identity Number (CIN): U52399GJ2016PLC085595
- Permanent Account Number (PAN): AAOCA0655N
- Registered Office and e-mail address: Main Building, Arvind Limited Premises, Naroda Road, Ahmedabad Ahmedabad – 380 025,

Gujarat, India

Email Address: vijaykumar.bs@arvindbrands.com

- e) Names of the promoters and directors along with their addresses:

Details of Promoters

Name of the Promoter	Address
Arvind Limited	Naroda Road, Ahmedabad-380 025, Gujarat, India

Details of Directors

Name of the Director	Designation	Address
Sanjaybhai Shrenikbhai Lalbhai	Non-Executive Director	Lalbaug, Shahibaug, Ahmedabad, 380004, Gujarat, INDIA
Kulin Sanjay Lalbhai	Non-Executive Director	Lalbaug, Shahibaug, Ahmedabad, 380004 Gujarat
Jayesh Kantilal Shah	Non-Executive Director	26, Amaltas Bungalows, Vastrapur, Ahmedabad, 380015, Gujarat, INDIA
Renuka Ramnath	Nominee Director*	D-4701/2, Floor: 47, Ashok Tower, 63/74, Dr. S. S. Rao Marg, Parel, Mumbai, 400012, Maharashtra, India
Nithya Easwaran	Nominee Director*	A-405, Floor No. 4, Ashok Garden T-1 180/188, T.J. Road, Sewree, Mumbai, 400015
Nilesh Dhirajlal Shah	Independent Director	501, Radhika Chs, Gulmohar Road, Plot No 55, Jvpd Scheme, Vile Parle (W) Mumbai 400049
Kamal Singal	Independent Director	E-1103, Safal Parivesh, Nr. Prahaladnagar Garden, 100 Foot Road, Vejalpur, Ahmedabad, 380051

*Nominee Directors are representing Multiples Private Equity Fund II LLP.

- f) The main objects of the Resulting Company 1 as set out in its Memorandum of Association are as follows:

“To carry on business of manufacturing, marketing, importing, exporting, buying, selling, reselling, transporting, storing, developing, promoting, supplying and to act as franchisors, franchisees, wholesalers by way of physical selling or selling online as principals or agents, of any branded or non-branded products or services including but not limited to sports and health improvement equipment, apparel, footwear, food & provisions, household goods, consumer durables, jewellery, luggage, books & stationery, health care and beauty products, toys and music, computers & accessories, telecom products, agri input products, furniture & furnishings, automobile & accessories and acquiring and running food, service and entertainment centres, to provide solutions and services related to web technologies, internet and e-commerce, set up portals and invest in companies providing similar services and purchasing or leasing any movable and immovable properties to carry on these activities.”

This object clause was altered vide Special Resolution passed at the Extra Ordinary General Meeting of the Resulting Company 1 held on 26th September 2016.

The name Arvind Fashions Limited was changed from Arvind J&M Limited with effect from 14th October 2016.

There has been no change in registered office of the Resulting Company 1 since incorporation on 5th January 2016.

- g) The share capital of the Resulting Company 1 as on 30 September 2017 is as follows:

Particulars	INR
Authorised Share Capital	
12,50,00,000 equity shares of INR 2 each	25,00,00,000
Total	25,00,00,000
Issued, Subscribed and Paid-up Capital	
11,58,51,454 equity shares of INR 2 each	23,17,02,908
Total	23,17,02,908

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid up share capital of the Resulting Company 1 till the date of approval of the Scheme by the Board of the Demerged Company.

The Resulting Company 1 has outstanding employee stock options under its existing stock option schemes, the exercise of which may result in an increase in the issued and paid-up share capital of the Resulting Company 1.

The Resulting Company 1 is a subsidiary of the Demerged Company. Demerged Company holds 89.69% of the shareholding of the Resulting Company 1. The equity shares of the Resulting Company 1 are not listed on Stock Exchanges in India or on any other stock exchange elsewhere.

6.3 Details of Resulting Company 2/Transferee Company

- a) Resulting Company 2/ Transferee Company is an unlisted public company incorporated under the provisions of the Companies Act, 2013. The Resulting Company 2/ Transferee Company has been incorporated with an objective to engage, inter alia, in the business of owning, operating, investing and promoting business in the fields of engineering, including but not limited to manufacturing, fabricating, altering, marketing, buying, selling and otherwise deal in all kinds of centrifuges, water softening plants, pumps, dryers and other plants and apparatus and such other ventures as may be identified by the Board from time to time.
- b) Corporate Identity Number (CIN): U29306GJ2017PLC099085
- c) Permanent Account Number (PAN): AAQCA0309R
- d) Registered Office and e-mail address: Main Building, Arvind Limited Premises, Naroda Road, Ahmedabad – 380025, India
Email Address: Rakesh.Poddar@arvind.in
- e) Names of the promoters and directors along with their addresses:

Details of Promoters

Name of the Promoter	Address
Sanjaybhai Shrenikbhai Lalbhai	Lalbaug, Shahibaug, Ahmedabad, 380004, Gujarat, INDIA

Details of Directors

Name of the Director	Designation	Address
Sanjaybhai Shrenikbhai Lalbhai	Chairman and Managing Director	Lalbaug, Shahibaug, Ahmedabad, 380004, Gujarat, INDIA
Punit Sanjay Lalbhai	Director	Lalbaug, Shahibaug, Ahmedabad, 380004, Gujarat, INDIA
Paresh Shah	Director	11, Sirodhara Apartment, 20-21 S M Compound, Nehrunagar, Ambavadi, Ahmedabad - 380015, Gujarat, India

- f) The main objects of the Resulting Company 2/ Transferee Company as set out in its Memorandum of Association are as follows:
 - To manufacture, fabricate, manipulate, alter, assemble, improve, prepare for market, buy, sell and otherwise deal in all kinds of Centrifuges, Water Softening Plants, Rotary Pumps, Dryers, Separators, Laundry Equipments including Washing Machines, Ironers, Presses, Dryers, Hospital Equipments, Disinfecting Plants and apparatus and all kinds of Plants, Machinery, components parts, accessories, fittings, fixtures, apparatus, tools and implements.
 - To carry on the business of mechanical engineers, machinists, fitters, millwrights, founders, wire drawers, tube makers, metallurgists, saddlers, galvanizers, japanners, annealers, enamellers, electroplaters, vulcanizers, painters and packing casemakers.

There has been no change of name, registered office and objects of the Resulting Company 2/ Transferee Company since incorporation on 14th September 2017.

- g) The share capital of the Resulting Company 2/ Transferee Company as on 30 September 2017 is as follows:

Particulars	INR
Authorised Share Capital	
2,50,000 equity shares of INR 10 each	25,00,000
Total	25,00,000
Issued, Subscribed and Paid-up Capital	
50,000 equity shares of INR 10 each	5,00,000
Total	5,00,000

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid up share capital of the Resulting Company 2/ Transferee Company till the date of approval of the Scheme by the Board of the Demerged Company.

The equity shares of the Resulting Company 2/ Transferee Company are not listed on Stock Exchanges in India or on any other stock exchange elsewhere.

6.4 Details of Transferor Company:

- Transferor Company is an unlisted public company incorporated under the provisions of the Companies Act, 1956. The Transferor Company is engaged, inter alia, in the business of manufacturing, fabricating, altering, marketing, buying, selling, dealing in all kinds of centrifuges, water softening plants, pumps, dryers and other plants and apparatus.
- Corporate Identity Number (CIN): U99999GJ1962PLC001170
- Permanent Account Number (PAN): AACT5733A
- Registered Office and e-mail address: Behind 66 KV Elec. Sub-Station, Odhav Road, Ahmedabad – 382415, Gujarat, India.
Email Address: paresh.shah@anupengg.com
- Names of the promoters and directors along with their addresses:

Details of Promoters

Name of the Promoter	Address
Arvind Limited	Naroda Road, Ahmedabad-380 025, Gujarat, India
Aura Securities Pvt. Ltd.	1st Floor, Akshay Building, Bh. Vadilal House, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009
Sanjaybhai Shrenikbhai Lalbhai	Lalbaug, Shahibaug, Ahmedabad, 380004, Gujarat, INDIA
Jayshreeben Sanjaybhai Lalbhai	Lalbaug, Shahibaug, Ahmedabad, 380004, Gujarat, INDIA
Kulin Sanjaybhai	Lalbaug, Shahibaug, Ahmedabad, 380004, Gujarat, INDIA
Samvegbhai Arvindbhai	Akshay, 1st Floor, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009
Snehalben Samvegbhai Lalbhai	Akshay, 1st Floor, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009
Sheth Narottam Bhai Lalbhai	Akshay, 1st Floor, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009
Hansaben Niranjanbhai Lalbhai	Akshay, 1st Floor, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009
Smt. Vimla Siddharth	C/O. Osia Enterprise Pvt Ltd., Next To Transport Trade Godown, Near River Par, N.H.No.8, Atul District - Valsad, 396020
Rajivbhai Chinubhai Lalbhai	Akshay, 1st Floor, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009
Arun P Sheth	705, 'Aditya', Mithakali Six Roads, Ellis Bridge, Ahmedabad
Shri Shripal Chinubhai Sheth	301, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009
Sarojben B Sheth	C/O. Bansi V. Shah, 202, Shikhavali Apartment, Opp. Dr. Nanavaty's Bunglo, B/h. Mahavir Tower, Ahmedabad, 380007
Mrs. Indraben Pratapsinh Sheth	707, Aditya Building, 7th Floor, Mithakhali Six Road, Nr. Sardar Patel Sev, Navrangpura, Ahmedabad, 380009
Ayojan Holdings Pvt. Ltd.	Plot No.16, CK Park, Near River Par, Atul, 396020
Aegis Investments Ltd	C/O. Sheth Lalbhai Dalpatbhai, 1st Floor, 'Akshay' 53, Shrimali Soc., Navrangpura, Ahmedabad, 380009
Aagam Holding Pvt. Ltd	1st Floor, Akshay Building, Bh. Vadilal House, 53, Shrimali Society, Navrangpura, Ahmedabad, 380009

Details of Directors		
Name of the Director	Designation	Address
Sanjaybhai Shrenikbhai Lalbhai	Chairman and Managing Director	Lalbaug, Shahibaug, Ahmedabad, 380004, Gujarat, INDIA
Punit Sanjay Lalbhai	Director	Lalbaug, Shahibaug, Ahmedabad, 380004, Gujarat, INDIA
Jayesh Kantilal Shah	Director	26, Amaltas Bungalows, Vastrapur, Ahmedabad, 380015, Gujarat, INDIA
Samvegbhai Arvindbhai Lalbhai	Director	Shalimar, Shahibaug, Ahmedabad, 380004, Gujarat, INDIA

Bhupendra Mangaldas Shah	Independent Director	7, Stuti Apartment, Navpad Society, Opp. Vikas Gruh, Paldi, Ahmedabad, 380007 Gujarat, INDIA
Kamal Singal	Independent Director	E-1103, Safal Parivesh, Nr. Prahaladnagar Garden, 100 Foot Road, Vejalpur, Ahmedabad 380051, Gujarat, INDIA

- f) The main objects of the Transferor Company as set out in its Memorandum of Association are as follows:
- To manufacture, fabricate, manipulate, alter, assemble, improve, prepare for market, buy, sell and otherwise deal in all kinds of Centrifuges, Water Softening Plants, Rotary Pumps, Dryers, Separators, Laundry Equipments including Washing Machines, Ironers, Presses, Dryers, Hospital Equipments, Disinfecting Plants and apparatus and all kinds of Plants, Machinery, components parts, accessories, fittings, fixtures, apparatus, tools and implements.
 - To carry on the business of mechanical engineers, machinists, fitters, millwrights, founders, wire drawers, tube makers, metallurgists, saddlers, galvanisers, japanners, annealers, enamellers, electro platers, vulcanizers, painters and packing case makers.

There has been no change of name, registered office and objects of the Transferor Company in the last 5 years.

- g) The equity shares of the Transferor Company were listed on the Ahmedabad Stock Exchange Limited and were subsequently delisted in June 2015, in accordance with Chapter III of the Securities and Exchange Board of India (Delisting of Equity Shares) Regulations 2009.
- h) The share capital of the Transferor Company as on 30 September 2017 is as follows:

Particulars	INR
Authorised Share Capital	
1,50,00,000 equity shares of INR 10 each	15,00,00,000
Total	15,00,00,000
Issued, Subscribed and Paid-up Capital	
1,36,00,000 equity shares of INR 10 each	13,60,00,000
Total	13,60,00,000

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid up share capital of the Transferor Company till the date of approval of the Scheme by the Board of the Demerged Company.

The Transferor Company has outstanding employee stock options under its existing stock option schemes, the exercise of which may result in an increase in the issued and paid-up share capital of the Transferor Company.

The Transferor Company is a subsidiary of the Demerged Company. Demerged Company holds 93.53% of the shareholding of the Transferor Company. The equity shares of the Transferor Company are not listed on Stock Exchanges in India or on any other stock exchange elsewhere.

7. Corporate Approvals

The proposed Scheme was placed before the Audit Committee of the Demerged Company at its meeting held on 8th November, 2017. The Audit Committee of the Demerged Company took into account the Valuation Report dated 8th November, 2017 issued by M/s. Walker Chandiook & Co LLP, Independent Chartered Accountant and Fairness Opinion dated 8th November, 2017 issued by Vivro Financial Services Private Limited. The Audit Committee of the Demerged Company based on the aforesaid, inter alia, recommended the Scheme to the Board of Directors of the Demerged Company.

The Board of Directors of the Demerged Company (after taking on record the recommendation of the Audit Committee), the Resulting Company 1, the Resulting Company 2 and the Transferor Company at their respective Board Meeting held on 8th November, 2017 had approved the proposed Composite Scheme of Arrangement, after taking on record the Valuation Report dated 8th November, 2017 issued by M/s. Walker Chandiook & Co LLP, Independent Chartered Accountant and Fairness Opinion dated 8th November, 2017 issued by Vivro Financial Services Private Limited. The same are annexed to this Notice as **Annexures 2 and 3** respectively.

A copy of the Scheme setting out in detail the terms and conditions of the arrangement has been approved by Board of Directors of the Transferor Company and the Transferee Company at their respective Board Meeting is annexed to this Notice as **Annexure 1** and forms part of this Statement.

Names of the directors who voted in favor of the resolution, who voted against the resolution and who did not vote or participate in such resolution:

(a) Demerged Company

Name of the Directors	Designation	Voted in Favor	Voted Against	Absent from the meeting
Sanjaybhai Shrenikbhai Lalbhai	Chairman and Managing Director	Yes	-	-
Punit Sanjay Lalbhai	Wholetime Director	Yes	-	-
Kulin Sanjay Lalbhai	Wholetime Director	Yes	-	-
Jayesh Kantilal Shah	Wholetime Director	Yes	-	-
Dr. Bakul Harshadrai Dholakia	Independent Director	-	-	Yes
Dileep Chinubhai Choksi	Independent Director	Yes	-	-
Samir Uttamlal Mehta	Independent Director	Yes	-	-
Renuka Ramnath	Independent Director	Yes	-	-
Vallabh Roopchand Bhanshali	Independent Director	Yes	-	-
Nilesh Dhirajlal Shah	Independent Director	Yes	-	-

(b) Resulting Company 1

Name of the Directors	Designation	Voted in Favor	Voted Against	Absent from the meeting
Sanjaybhai Shrenikbhai Lalbhai	Non-Executive Director	Yes	-	-
Kulin Sanjay Lalbhai	Non-Executive Director	Yes	-	-
Jayesh Kantilal Shah	Non-Executive Director	Yes	-	-
Renuka Ramnath	Nominee Director	Yes	-	-
Nithya Easwaran	Nominee Director	Yes	-	-
Nilesh Dhirajlal Shah	Independent Director	Yes	-	-
Kamal Singal	Independent Director	-	-	Yes

(c) Resulting Company 2

Name of the Directors	Designation	Voted in Favor	Voted Against	Absent from the meeting
Sanjaybhai Shrenikbhai Lalbhai	Chairman and Managing Director	Yes	-	-
Punit Sanjay Lalbhai	Director	Yes	-	-
Prakash Makwana	Director	-	-	Yes

(d) Transferor Company

Name of the Directors	Designation	Voted in Favor	Voted Against	Absent from the meeting
Sanjaybhai Shrenikbhai Lalbhai	Chairman and Managing Director	Yes	-	-
Punit Sanjay Lalbhai	Director	Yes	-	-
Jayesh Kantilal Shah	Director	Yes	-	-
Samvegbhai Arvindbhai Lalbhai	Director	-	-	Yes
Bhupendra Mangaldas Shah	Independent Director	-	-	Yes
Kamal Singal	Independent Director	-	-	Yes

8. Rationale of the Scheme

The Demerged Company is a public listed company. Over the course of time, the Demerged Company has grown into a diversified conglomerate with interests in various businesses spanning the entire value chain of textiles consisting of manufacturing of yarn, denim, shirting and knit fabric, garments, technical textiles, branded apparel business and the engineering business carried on either directly or through its subsidiaries and joint ventures with other entities. The textiles business, branded apparel business and the engineering

business all have different industry specific risks, business cycles and operate inter alia under different market dynamics, and thus can attract different types of investors as well as management teams and follow different and independent strategies, even as they all have a significant potential for growth and profitability.

Given its diversified business portfolio, it has become imperative for the Demerged Company to reorient and reorganize itself in a manner that allows it to impart greater focus, management alignment and growth for each of its business lines. The Demerged Company is also desirous of enhancing its operational efficiency, flexibility in attracting capital and management talent through aligned ESOP schemes through such a restructuring.

The Scheme proposes to reorganise and segregate the interest of the Demerged Company in its various businesses and thus proposes demerger of the Branded Apparel Undertaking from the Demerged Company to Resulting Company 1 and the Engineering Undertaking from the Demerged Company to the Resulting Company 2. Further, the Scheme proposes the merger of Transferor Company with the Resulting Company 2 to rationalise and streamline the group structure. The Demerged Company will continue to conduct the Remaining Business.

The proposed restructuring pursuant to this Scheme is expected, inter alia, to result in following benefits:

- (i) segregation and unbundling of the Branded Apparel business and the Engineering businesses of the Demerged Company into the Resulting Company 1 and Resulting Company 2;
- (ii) unlocking of value for the shareholders of the Demerged Company;
- (iii) emergence of the Demerged Company as a predominantly textile focused company, attracting investors and providing better flexibility in accessing capital, focused strategy and specialisation for sustained growth;
- (iv) creation of listed Branded Apparel company and Engineering company with ability to achieve valuation based on respective risk-return profile and cash flows, attracting the right investors and thus enhancing flexibility in accessing capital;
- (v) enhancing attractiveness of the entities for management teams by enabling ESOPs in each entity with direct correlation of the rewards to their efforts;
- (vi) allowing the management of each of the Resulting Companies to pursue independent growth strategies in different regional and overseas markets;
- (vii) augmenting the infrastructural capability of the Resulting Companies to effectively meet future challenges in their businesses;
- (viii) Achieve cost optimisation and specialisation for sustained growth; and
- (ix) enhancing operational efficiencies, ensuring synergies through pooling of the financial, managerial and technical resources, personnel capabilities, skills, expertise and technologies by merging the engineering businesses into Resulting Company 2.

The proposed restructuring is in the interest of the shareholders, creditors, employees and other stakeholders in each of the companies.

9. Salient extracts of the Scheme

The material provisions of the proposed Scheme of Arrangement are as under:

1. "Definitions:

- **"Appointed Date 1"** in respect of the transfer of the Branded Apparel Undertaking from the Demerged Company to the Resulting Company 1 means the Effective Date;
- **"Appointed Date 2"** in respect of the transfer of the Engineering Undertaking from the Demerged Company to the Resulting Company 2 and for the amalgamation of the Transferor Company with the Transferee Company means 1st January 2018;
- **"Branded Apparel Undertaking"** means the branded apparel business and ancillary and support services in relation thereto of the Demerged Company, comprising of the branded apparel division and all assets, investments and liabilities relating thereto and shall include (without limitation):
 - (a) all the movable and immovable properties, tangible or intangible, including all, plant and machinery, equipment, furniture, fixtures, vehicles, inventories, stock-in-trade or stock-in-transit and merchandising including raw materials, supplies, finished goods, wrapping supply and packaging items, leasehold assets and other properties, including contingent assets of whatsoever nature, cash in hand/banks, investments, escrow accounts, claims, powers, authorities, rights, credits, titles, interests, benefits, right to use and avail of telephones, telex, facsimile, email, internet, leased lines and other communication facilities, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds and benefits (including all work-in progress), of all agreements, arrangements, deposits, advances, recoverable and receivables, all receivables (including royalty receivables), loans and advances also including accrued interest thereon, all advance payments, earnest monies and/ or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company, and also, benefits, exemptions, licenses, privileges and approvals of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the Demerged Company, all the debts, liabilities, duties and obligations including contingent liabilities of Demerged Company in relation to and pertaining to the branded apparel business;
 - (b) all receivables (including royalty receivables), loans and advances, including accrued interest thereon, all advance payments, earnest monies and/ or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company in relation to and pertaining to the branded apparel business;

- (c) all goodwill, other intangibles, industrial and other licenses, approvals, Permits, authorisations, trademarks, trade names, patents, patent rights, copyrights, and other industrial and intellectual properties and rights of any nature whatsoever including know-how, websites, portals, domain names, or any applications for the above, assignments and grants in respect thereof, all agreements, arrangements, deposits, advances, recoverables and receivables, whether from government, semi-government, local authorities or any other Person including customers, contractors or other counter parties, etc., all earnest monies and/ or deposits, privileges, liberties, easements, advantages, benefits, exemptions, licenses, privileges and approvals of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the Demerged Company;
- (d) investments in shares, debentures and other securities held by the Demerged Company in the Resulting Company;
- (e) all the debts, liabilities, duties and obligations including contingent liabilities of the Demerged Company in relation to and pertaining to the garment business. It is clarified that any question as to whether or not a specified liability pertains to the textile and branded apparel business shall be decided by the Demerged Company, with requisite approvals of Appropriate Authorities, wherever applicable; and
- (f) all books, records, files, papers, engineering and process information, records of standard operating procedures, computer programs along with their licenses, drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records whether in physical or electronic form, in connection with or relating to the branded apparel business of the Demerged Company.

It is clarified that the question of whether a specified asset or liability pertains to the Branded Apparel Undertaking or arises out of the activities or operations of Branded Apparel Undertaking shall be decided by the Board of the Demerged Company.

- **“Effective Date”** means the opening hours of the tenth business day after the day on which the last of the approvals/conditions specified in Clause 41 (Conditions Precedent) of this Scheme are obtained or complied with. Reference in this Scheme to the date of **“coming into effect of this Scheme”** or **“effectiveness of this Scheme”** shall mean the Effective Date;
- **“Engineering Undertaking”** means all the engineering business and ancillary and support services in relation thereto of the Demerged Company together with all the undertakings, assets, properties, investments and liabilities of whatsoever nature and kind, and wheresoever situated, of the Demerged Company, in relation to and pertaining to the engineering business and shall include (without limitation):
 - (a) all the movable and immovable properties, tangible or intangible, including all computers and accessories, software, applications and related data, equity shares, preference shares and other securities of associate/ subsidiary/ joint venture companies, plant and machinery, equipment, furniture, fixtures, vehicles, stocks and inventory including cables, leasehold assets and other properties, real, corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, inverters, electrical fittings, submersible pumps, electrical erections, earthing and lighting systems, cash in hand, amounts lying in the banks, investments, escrow accounts, claims, powers, authorities, allotments, approvals, consents, letters of intent, registrations, contracts, engagements, arrangements, rights, credits, titles, interests, benefits, advantages, freehold/leasehold rights, brands, sub-letting tenancy rights, leave and license permissions, goodwill, other intangibles, industrial and other licenses, approvals, permits, authorisations, trademarks, trade names, patents, patent rights, copyrights, and other industrial and intellectual properties and rights of any nature whatsoever including know-how, websites, portals, domain names, or any applications for the above, assignments and grants in respect thereof, import quotas and other quota rights, right to use and avail of telephones, telex, facsimile, email, internet, leased lines and other communication facilities, connections, installations and equipment, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds and benefits (including all work-in progress), of all agreements, arrangements, deposits, advances, recoverables and receivables, whether from government, semi-government, local authorities or any other Person including customers, contractors or other counter parties, etc., all earnest monies and/ or deposits, privileges, liberties, easements, advantages, benefits, exemptions, licenses and approvals of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the Demerged Company in relation to and pertaining to the engineering business;
 - (b) all receivables, loans and advances, including accrued interest thereon, all advance payments, earnest monies and/ or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company in relation to and pertaining to the engineering business;
 - (c) all contracts, agreements, purchase orders/ service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertaking, memoranda of agreements, memoranda of agreed points, bids, tenders, tariff orders, expression of interest, letter of intent, hire purchase agreements, lease/licence agreements, tenancy rights, agreements/panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/ manufacturer of goods/ service providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims and clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, titles, interests, claims and benefits thereunder pertaining to the engineering business;
 - (d) investments in shares, debentures and other securities held by the Demerged Company in the Transferor Company;
 - (e) all the debts, liabilities, duties and obligations including contingent liabilities of the Demerged Company in relation to and

pertaining to the engineering business. It is clarified that any question as to whether or not a specified liability pertains to the engineering business shall be decided by the Demerged Company, with requisite approvals of Appropriate Authorities, wherever applicable; and

- (f) all books, records, files, papers, engineering and process information, records of standard operating procedures, computer programs along with their licenses, drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records whether in physical or electronic form, in connection with or relating to the engineering business of the Demerged Company.

It is clarified that the question of whether a specified asset or liability pertains to the Engineering Undertaking or arises out of the activities or operations of Engineering Undertaking shall be decided by the Board of the Demerged Company.

- **“Remaining Business”** means all manufacturing activities relating to yarn, denim, shirting, knit fabrics, garments, technical textiles, investments in joint ventures and subsidiaries shall be business of the Demerged Company and includes all other businesses, units, divisions, undertakings and assets and liabilities of the Demerged Company save and except those forming part of the Demerged Undertakings;
- **“Scheme”** means this composite scheme of arrangement, with or without any modification approved or imposed or directed by the Tribunal;
- **“Tribunal”** means the National Company Law Tribunal having jurisdiction over the Demerged Company, the Resulting Companies, the Transferor Company and the Transferee Company as the case may be.

4. DEMERGER AND VESTING OF THE BRANDED APPAREL UNDERTAKING

4.1 With effect from the opening business hours of Appointed Date 1, and subject to the provisions of this Scheme and pursuant to Sections 230 to 232 read with Section 66 of the Act and Section 2(19AA) of the Income-tax Act, 1961, the Branded Apparel Undertaking along with all its assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. shall, without any further act, instrument or deed, be demerged from Demerged Company and transferred to and be vested in or be deemed to have been vested in the Resulting Company 1 as a going concern so as to become as and from the Appointed Date 1, the assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Resulting Company 1 by virtue of, and in the manner provided in this Scheme.

4.2 In respect of such of the assets and properties forming part of the Branded Apparel Undertaking as are movable in nature or are otherwise capable of transfer by delivery or possession, or by endorsement and/or delivery, the same shall stand transferred by the Demerged Company upon coming into effect of this Scheme and shall, ipso facto and without any other order to this effect, become the assets and properties of the Resulting Company 1.

4.3 Subject to Clause 4.4 below, with respect to the assets of the Branded Apparel Undertaking, other than those referred to in Clause 4.2 above, including all rights, title and interests in the agreements (including agreements for lease or license of the properties), investments in shares, mutual funds, bonds and any other securities, sundry debtors, claims from customers or otherwise, 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, whether or not the same is held in the name of the Demerged Company, shall, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Resulting Company 1, with effect from the Appointed Date 1 by operation of law as transmission or as the case may be in favour of Resulting Company 1. With regard to the licenses of the properties, the Resulting Company 1 will enter into novation agreements, if it is so required.

4.4 Without prejudice to the aforesaid, the Branded Apparel Undertaking, including all immovable property, whether or not included in the books of the Demerged Company, whether freehold or leasehold (including but not limited to land, buildings, sites, tenancy rights related thereto and immovable properties and any other document of title, rights, interest and easements in relation thereto) of the Branded Apparel Undertaking shall stand transferred to and be vested in the Resulting Company 1, without any act or deed to be done or executed by the Demerged Company and/or the Resulting Company 1.

4.5 The Demerged Company shall, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such Persons, as the case may be, that the said debt, receivable, bill, credit, loan, advance or deposit stands transferred to and vested in the Resulting Company 1 and that appropriate modification should be made in their respective books/ records to reflect the aforesaid changes.

4.6 Upon this Scheme becoming effective, all debts, liabilities, loans, obligations and duties of the Demerged Company as on the Appointed Date 1 and relating to the Branded Apparel Undertaking (“Transferred Branded Apparel Liabilities”) shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Resulting Company 1 to the extent that they are outstanding as on the Appointed Date 1 and the Resulting Company 1 shall meet, discharge and satisfy the same. The term “Transferred Branded Apparel Liabilities” shall include:

- 4.6.1 the debts, liabilities obligations incurred and duties of any kind, nature or description (including contingent liabilities) which arise out of the activities or operations of the Branded Apparel Undertaking;
- 4.6.2 the specific loans or borrowings (including debentures bonds, notes and other debt securities raised, incurred and utilized solely for the activities or operations of the Branded Apparel Undertaking); and
- 4.6.3 in cases other than those referred to in Clauses 4.6.1 or 4.6.2 above, so much of the amounts of general or multipurpose borrowings, if any, of the Demerged Company, as stand in the same proportion which the value of the assets transferred pursuant to the demerger of the Branded Apparel Undertaking bear to the total value of the assets of the Demerged Company immediately prior to the Appointed Date 1.

However, the tax liabilities and tax demands or refunds received or to be received by the Demerged Company for a period prior to the Appointed Date 1 in relation to the Demerged Company shall not be transferred as part of the Branded Apparel Undertaking to Resulting Company 1.

- 4.7 In so far as any Encumbrance in respect of Transferred Branded Apparel Liabilities is concerned, such Encumbrance shall, without any further act, instrument or deed being required to be modified and, if so agreed, shall be extended to and shall operate over the assets of the Resulting Company 1. For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Business are concerned, the Encumbrance, if any, over such assets relating to the Transferred Branded Apparel Liabilities, without any further act, instrument or deed being required, be released and discharged from the obligations and Encumbrances relating to the same. Further, in so far as the assets comprised in the Branded Apparel Undertaking are concerned, the Encumbrance over such assets relating to any loans, borrowings or other debts which are not transferred to the Resulting Company 1 pursuant to this Scheme and which shall continue with the Demerged Company, shall without any further act or deed be released from such Encumbrance and shall no longer be available as security in relation to such liabilities.
- 4.8 Taxes, if any, paid or payable by the Demerged Company after the Appointed Date 1 and specifically pertaining to Branded Apparel Undertaking shall be treated as paid or payable by the Resulting Company 1 and the Resulting Company 1 shall be entitled to claim the credit, refund or adjustment for the same as may be applicable.
- 4.9 If the Demerged Company is entitled to any unutilized credits (including balances or advances), benefits under the incentive schemes and policies including tax holiday or concessions relating to the Branded Apparel Undertaking under any Tax Laws or Applicable Laws, the Resulting Company 1 shall be entitled as an integral part of the Scheme to claim such benefit or incentives or unutilised credits as the case may be without any specific approval or permission.
- 4.10 Upon the Scheme becoming effective, the Demerged Company and the Resulting Company 1 shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Tax Laws and to claim refunds and/or credit for Taxes paid and for matters incidental thereto, if required, to give effect to the provisions of the Scheme.
- 4.11 Subject to Clause 4.2 and any other provisions of the Scheme, any refunds, benefits, incentives, grants, subsidies in relation to or in connection with the Branded Apparel Undertaking, the Demerged Company shall, if so required by the Resulting Company 1, issue notices in such form as the Resulting Company 1 may deem fit and proper stating that pursuant to the Tribunal having sanctioned this Scheme, the relevant refund, benefit, incentive, grant, subsidies, be paid or made good or held on account of the Resulting Company 1, as the person entitled thereto, to the end and intent that the right of the Demerged Company to recover or realise the same, stands transferred to the Resulting Company 1 and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 4.12 On and from the Effective Date and till such time that the name of the bank accounts of the Demerged Company, in relation to or in connection with the Branded Apparel Undertaking, have been replaced with that of the Resulting Company 1, the Resulting Company 1 shall be entitled to maintain and operate the bank accounts of the Demerged Company, in the name of the Demerged Company for such time as may be determined to be necessary by the Resulting Company 1. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Demerged Company, in relation to or in connection with the Branded Apparel Undertaking, after the Effective Date shall be accepted by the bankers of the Resulting Company 1 and credited to the account of the Resulting Company 1, if presented by the Resulting Company 1.
- 4.13 Without prejudice to the provisions of the foregoing sub clauses of this Clause 4, and upon the effectiveness of this Scheme, the Demerged Company and the Resulting Company 1 shall be entitled to apply to the Appropriate Authorities as are necessary under any law for such consents, approvals and sanctions which the Resulting Company 1 may require and execute any and all instruments or documents and do all the acts and deeds as may be required, including filing of necessary particulars and/or modification(s) of charge, with the concerned RoC or filing of necessary applications, notices, intimations or letters with any authority or Person to give effect to the Scheme.
8. LEGAL PROCEEDINGS
- 8.1 Upon the coming into effect of this Scheme, proceedings relating to the Branded Apparel Undertaking shall not abate or be discontinued or be in any way prejudicially affected by reason of this Scheme or by anything contained in this Scheme but shall be continued and be enforced by or against the Resulting Company 1 with effect from the Effective Date in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company.
- 8.2 The Resulting Company 1: (a) shall be replaced/added as party to such proceedings relating to the Branded Apparel Undertaking; and (b) shall prosecute or defend such proceedings at its own cost and the liability of the Demerged Company shall consequently stand nullified. For the avoidance of doubt, it is clarified that only the Demerged Company shall be liable for the result of such order or judgment including any relief or positive impact/benefit or adverse impact/liability accruing from such order or judgment. It is clarified that except, as otherwise provided herein, the Demerged Company shall in no event be responsible or liable in relation to any proceedings relating to the Branded Apparel Undertaking that stand transferred to the Resulting Company 1.
9. CONSIDERATION
- 9.1 After effectiveness of Part VI of the Scheme and upon Part II of the Scheme coming into effect and in consideration of and subject to the provisions of this Scheme, the Resulting Company 1 shall, without any further application, act, deed, consent or instrument or deed, issue and allot, on a proportionate basis to each shareholder of the Demerged Company, 1 (One) fully paid up equity share of INR 4 (Indian Rupees Four) each of the Resulting Company 1 ("Branded Apparel Undertaking New Equity Shares") for every 5 (Five) equity shares of INR 10 (Indian Rupees Ten) each in the Demerged Company held by such shareholder whose name is recorded in the register of members and records of the depository as members of the Demerged Company as on the Record Date.
- 9.2 The equity shares of the Resulting Company 1 to be issued and allotted as provided in Clause 9.1 above shall be subject to the provisions of

the memorandum of association and articles of association of Resulting Company 1, as the case may be, and shall rank *pari passu* in all respects with any existing equity shares of Resulting Company 1, as the case may be, after the Effective Date including with respect to dividend, bonus, right shares, voting rights and other corporate benefits attached to the equity shares of Resulting Company 1.

- 9.3 In case any shareholder's shareholding in the Demerged Company is such that such shareholder becomes entitled to a fraction of an equity share of the Resulting Company 1, the Resulting Company 1 shall not issue fractional share certificate to such shareholder but shall consolidate such fractions and round up the aggregate of such fractions to the next whole number and issue and allot the consolidated shares directly to a trustee nominated by the Board of Resulting Company 1 in that behalf, who shall sell such shares in the market at such price or prices and on such time or times as the trustee may in its sole discretion decide and on such sale, shall pay to the Resulting Company 1, the net sale proceeds (after deduction of applicable taxes and other expenses incurred), whereupon the Resulting Company 1 shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of Demerged Company in proportion to their respective fractional entitlements so sold by the trustee.
- 9.4 The issue and allotment of equity shares as provided in Clause 9.1, is an integral part hereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act on the part of the Resulting Company 1 or the Demerged Company or their shareholders and as if the procedure laid down under the Act and such other Applicable Laws as may be applicable were duly complied with. It is clarified that the approval of the members and creditors of the Resulting Company 1 and/or the Demerged Company to this Scheme, shall be deemed to be their consent/approval for the issue and allotment of equity shares, as the case may be, pursuant to the aforesaid Clause 9.1.
- 9.5 The equity shares issued pursuant to Clause 9.1 shall be in dematerialized form unless otherwise notified in writing by a shareholder of the Demerged Company to the Resulting Company 1 on or before such date as may be determined by the Board of Demerged Company. In the event that such notice has not been received by Resulting Company 1 in respect of any of the shareholders of Demerged Company, the equity shares, shall be issued to such shareholders in dematerialized form provided that the shareholders of Demerged Company shall be required to have an account with a depository participant and shall be required to provide details thereof and such other confirmations as may be required. In the event that Resulting Company 1 has received notice from any shareholder that the equity shares are to be issued in physical form or if any shareholder has not provided the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required or if the details furnished by any shareholder do not permit electronic credit of the shares of Resulting Company 1, then Resulting Company 1 shall issue the equity shares in physical form to such shareholder or shareholders.
- 9.6 In the event that the Parties restructure their equity share capital by way of share split/consolidation/issue of bonus shares during the pendency of the Scheme, the share exchange ratio, as per Clause 9.1 above; shall be adjusted (including stock options) accordingly to take into account the effect of any such corporate actions.
- 9.7 Resulting Company 1 shall apply for listing all of its equity shares on the Stock Exchanges in terms of and in compliance of SEBI Circular and other relevant provisions as may be applicable. The equity shares allotted by the Resulting Company 1 in terms of Clause 9.1 above, pursuant to the Scheme, shall remain frozen in the depository system till listing/trading permission is given by the designated Stock Exchange. Further, there shall be no change in the shareholding pattern of Resulting Company 1 between the Record Date and the listing of its equity shares which may affect the status of approval of the Stock Exchanges.
- 9.8 Resulting Company 1 shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with Applicable Law for complying with the formalities of the Stock Exchanges.
10. ACCOUNTING TREATMENT BY THE DEMERGED COMPANY AND THE RESULTING COMPANY 1 IN RESPECT OF THEIR RESPECTIVE ASSETS AND LIABILITIES
- The Demerged Company and Resulting Company 1 shall account for the Scheme in their respective books/financial statements upon receipt of all relevant/requisite approvals for the Scheme, in compliance with applicable Indian Accounting Standards ("Ind-AS") notified under the Companies (Indian Accounting Standards) Rules, 2015, as amended from time to time including as provided herein below:
- 10.1 Accounting treatment in the books of the Demerged Company
- 10.1.1 The Demerged Company shall reduce the carrying value of assets and liabilities pertaining to the Branded Apparel Undertaking, transferred to and vested in the Resulting Company 1 from the carrying value of assets and liabilities as appearing in its books;
- 10.1.2 Loans and advances, receivables, payables and other dues outstanding between the Branded Apparel Undertaking and the Resulting Company 1 will stand cancelled and there shall be no further obligation/outstanding in that behalf;
- 10.1.3 The difference, being the excess/shortfall of carrying value of assets over the carrying value of liabilities of the Branded Apparel Undertaking shall be accounted in accordance with the Indian Accounting Standards prescribed under Section 133 of the Companies Act, 2013.
- 10.2 Accounting treatment in the books of the Resulting Company 1
- 10.2.1 The Resulting Company 1 shall record the assets and liabilities pertaining to the Branded Apparel Undertaking, transferred to and vested in it pursuant to this Scheme at their respective carrying values as appearing in the books of the Demerged Company;
- 10.2.2 Loans and advances, receivables, payables and other dues outstanding between the Branded Apparel Undertaking and the Resulting Company 1 will stand cancelled and there shall be no further obligation/outstanding in that behalf;
- 10.2.3 The Resulting Company 1 shall credit to its share capital in its books of account, the aggregate face value of the equity shares issued by it to the members of the Demerged Company pursuant to Clause 9.1 of this Scheme;
- 10.2.4 Expenses incurred for implementing the Scheme and for the transfer of Branded Apparel Undertaking shall be adjusted to the reserves and surplus account of the Resulting Company 1; and
- 10.2.5 The difference, being the Net Assets transferred from Demerged Company pursuant to Clause 10.2.1 as reduced by the share

capital issued pursuant to Clause 10.2.3 after giving effect to inter-company balances as per Clause 10.2.2, netted by the existing share capital cancelled in terms of clause 32 shall be adjusted in compliance with applicable accounting standards.

For the purpose of this Clause 10, "Net Assets" would mean difference between the carrying value of assets and liabilities.

11. TRANSFER OF AUTHORISED SHARE CAPITAL OF THE DEMERGED COMPANY

11.1 Upon coming into effect of Part II of this Scheme, INR 50,00,00,000/- (Rupees Fifty Crores) shall stand transferred from the authorised capital of the Demerged Company and get combined with the authorised capital of the Resulting Company 1. Accordingly, Clause V of the Memorandum of Association of the Resulting Company 1 shall automatically stand amended so as to read as under:

"The Authorised Share Capital of the Company is Rs. 75,00,00,000/- (Rupees Seventy Five Crores only) divided into 18,75,00,000 (Eighteen Crore Seventy Five Lakhs only) equity shares of Rs. 4/- (Rupees Four) each with power to classify or reclassify, increase and reduce the capital of the Company or to divide or to consolidate the shares in the capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of Association of the Company and the legislative provisions for the time being in force."

11.2 It is clarified that the approval of the members of the Resulting Company 1 to the Scheme shall be deemed to be their consent/approval also to the alteration of the Memorandum of Association of the Resulting Company 1 and the Resulting Company 1 shall not be required to seek separate consent/approval of its shareholders for the alteration of the Memorandum of Association of the Resulting Company 1 as required under Sections 13, 61 and 64 of the Act and other applicable provisions of the Act.

11.3 The registration fees applicable under the Act and the stamp duty already paid by the Demerged Company on its authorised capital, which is being transferred to the Resulting Company 1 in terms of sub Clause 11.1 herein above, shall be deemed to have been so paid by the Resulting Company 1 and accordingly, the Resulting Company 1 shall not be required to pay any fee/stamp duty on the authorised capital so increased. However, the Resulting Company 1 shall file the required returns/information/the amended copy of its Memorandum of Association with the RoC.

12. DEMERGER AND VESTING OF THE ENGINEERING UNDERTAKING

12.1 Upon the Scheme becoming effective and with effect from the opening business hours of Appointed Date 2, and subject to the provisions of this Scheme and pursuant to Sections 230 to 232 read with Section 66 of the Act and Section 2(19AA) of the Income-tax Act, 1961, the Engineering Undertaking along with all its assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. shall, without any further act, instrument or deed, be demerged from Demerged Company and transferred to and be vested in or be deemed to have been vested in the Resulting Company 2 as a going concern so as to become as and from the Appointed Date 2, the assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Resulting Company 2 by virtue of, and in the manner provided in this Scheme.

12.2 In respect of such of the assets and properties forming part of the Engineering Undertaking as are movable in nature or are otherwise capable of transfer by delivery or possession, or by endorsement and/or delivery, the same shall stand transferred by the Demerged Company upon coming into effect of this Scheme and shall, ipso facto and without any other order to this effect, become the assets and properties of the Resulting Company 2.

12.3 Subject to Clause 12.4 below, with respect to the assets of the Engineering Undertaking, other than those referred to in Clause 12.2 above, including all rights, title and interests in the agreements (including agreements for lease or license of the properties), investments in shares, mutual funds, bonds and any other securities, sundry debtors, claims from customers or otherwise, 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, whether or not the same is held in the name of the Demerged Company, shall, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Resulting Company 2, with effect from the Appointed Date 2 by operation of law as transmission or as the case may be in favour of Resulting Company 2. With regard to the licenses of the properties, the Resulting Company 2 will enter into novation agreements, if it is so required.

12.4 Without prejudice to the aforesaid, the Engineering Undertaking, including all immovable property, whether or not included in the books of the Demerged Company, whether freehold or leasehold (including but not limited to land, buildings, sites, tenancy rights related thereto, and immovable properties and any other document of title, rights, interest and easements in relation thereto) of the Engineering Undertaking shall stand transferred to and be vested in the Resulting Company 2, without any act or deed to be done or executed by the Demerged Company and/or the Resulting Company 2.

12.5 The Demerged Company shall, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such Persons, as the case may be, that the said debt, receivable, bill, credit, loan, advance or deposit stands transferred to and vested in the Resulting Company 2 and that appropriate modification should be made in their respective books/records to reflect the aforesaid changes.

12.6 Upon effectiveness of the Scheme, all debts, liabilities, loans, obligations and duties of the Demerged Company as on the Appointed Date 2 and relating to the Engineering Undertaking ("Transferred Engineering Liabilities") shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Resulting Company 2 to the extent that they are outstanding as on the Appointed Date 2 and the Resulting Company 2 shall meet, discharge and satisfy the same. The term "Transferred Engineering Liabilities" shall include:

12.6.1 the debts, liabilities, obligations incurred and duties of any kind, nature or description (including contingent liabilities) which arise out of the activities or operations of the Engineering Undertaking;

12.6.2 the specific loans or borrowings (including debentures, bonds, notes and other debt securities raised, incurred and utilized solely for the activities or operations of the Engineering Undertaking); and

12.6.3 in cases other than those referred to in Clauses 12.6.1 or 12.6.2 above, so much of the amounts of general or multipurpose borrowings, if any, of the Demerged Company, as stand in the same proportion which the value of the assets transferred pursuant to the demerger of the Engineering Undertaking bear to the total value of the assets of the Demerged Company immediately prior to the Appointed Date 2.

However, the tax liabilities and tax demands or refunds received or to be received by the Demerged Company for a period prior to the Appointed Date 2 in relation to the Demerged Company shall not be transferred as part of the Engineering Undertaking to Resulting Company 2.

12.7 In so far as any Encumbrance in respect of Transferred Engineering Liabilities is concerned, such Encumbrance shall, without any further act, instrument or deed being required to be modified and, if so agreed, shall be extended to and shall operate over the assets of the Resulting Company 2. For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Business are concerned, the Encumbrance, if any, over such assets relating to the Transferred Engineering Liabilities, without any further act, instrument or deed being required, be released and discharged from the obligations and Encumbrances relating to the same. Further, in so far as the assets comprised in the Engineering Undertaking are concerned, the Encumbrance over such assets relating to any loans, borrowings or other debts which are not transferred to the Resulting Company 2 pursuant to this Scheme and which shall continue with the Demerged Company, shall without any further act or deed be released from such Encumbrance and shall no longer be available as security in relation to such liabilities.

12.8 Taxes, if any, paid or payable by the Demerged Company after the Appointed Date 2 and specifically pertaining to Engineering Undertaking shall be treated as paid or payable by the Resulting Company 2 and the Resulting Company 2 shall be entitled to claim the credit, refund or adjustment for the same as may be applicable.

12.9 If the Demerged Company is entitled to any unutilized credits (including balances or advances), benefits under the incentive schemes and policies including tax holiday or concessions relating to the Engineering Undertaking under any Tax Laws or Applicable Laws, the Resulting Company 2 shall be entitled as an integral part of the Scheme to claim such benefit or incentives or unutilised credits as the case may be without any specific approval or permission.

12.10 Upon the Scheme becoming effective, the Demerged Company and the Resulting Company 2 shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Tax Laws and to claim refunds and/or credit for Taxes paid and for matters incidental thereto, if required, to give effect to the provisions of the Scheme.

12.11 Subject to clause 12.2 and any other provisions of the Scheme, any refunds, benefits, incentives, grants, subsidies in relation to or in connection with the Engineering Undertaking, the Demerged Company shall, if so required by the Resulting Company 2, issue notices in such form as the Resulting Company 2 may deem fit and proper stating that pursuant to the Tribunal having sanctioned this Scheme, the relevant refund, benefit, incentive, grant, subsidies, be paid or made good or held on account of the Resulting Company 2, as the person entitled thereto, to the end and intent that the right of the Demerged Company to recover or realise the same, stands transferred to the Resulting Company 2 and that appropriate entries should be passed in their respective books to record the aforesaid changes.

12.12 On and from the Effective Date and till such time that the name of the bank accounts of the Demerged Company, in relation to or in connection with the Engineering Undertaking, have been replaced with that of the Resulting Company 2, the Resulting Company 2 shall be entitled to maintain and operate the bank accounts of the Demerged Company, in the name of the Demerged Company for such time as may be determined to be necessary by the Resulting Company 2. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Demerged Company, in relation to or in connection with the Engineering Undertaking, after the Effective Date shall be accepted by the bankers of the Resulting Company 2 and credited to the account of the Resulting Company 2, if presented by the Resulting Company 2.

12.13 Without prejudice to the provisions of the foregoing sub clauses of this Clause 12, and upon the effectiveness of this Scheme, the Demerged Company and the Resulting Company 2 shall be entitled to apply to the Appropriate Authorities as are necessary under any law for such consents, approvals and sanctions which the Resulting Company 2 may require and execute any and all instruments or documents and do all the acts and deeds as may be required, including filing of necessary particulars and/or modification(s) of charge, with the concerned RoC or filing of necessary applications, notices, intimations or letters with any authority or Person to give effect to the Scheme.

16. LEGAL PROCEEDINGS

16.1 Upon the coming into effect of this Scheme, proceedings relating to the Engineering Undertaking shall not abate or be discontinued or be in any way prejudicially affected by reason of this Scheme or by anything contained in this Scheme but shall be continued and be enforced by or against the Resulting Company 2 with effect from the Effective Date in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company.

16.2 The Resulting Company 2: (a) shall be replaced/added as party to such proceedings relating to the Engineering Undertaking; and (b) shall prosecute or defend such proceedings at its own cost and the liability of the Demerged Company shall consequently stand nullified. For the avoidance of doubt, it is clarified that only the Demerged Company shall be liable for the result of such order or judgment including any relief or positive impact/benefit or adverse impact/liability accruing from such order or judgment. It is clarified that except, as otherwise provided herein, the Demerged Company shall in no event be responsible or liable in relation to any proceedings relating to the Engineering Undertaking that stand transferred to the Resulting Company 2.

17. CONSIDERATION

17.1 Upon Part III of the Scheme coming into effect and in consideration of and subject to the provisions of this Scheme, the Resulting

Company 2 shall, without any further application, act, deed, consent or instrument, issue and allot, on a proportionate basis to each shareholder of the Demerged Company, 1 (One) fully paid up equity share of INR 10 (Indian Rupees Ten) each of the Resulting Company 2 (“Engineering Undertaking New Equity Shares”), credited as fully paid up, for every 27 (Twenty Seven) equity shares of INR 10 (Indian Rupees Ten) each of the Demerged Company held by such shareholder whose name is recorded in the register of members and records of the depository as members of the Demerged Company as on the Record Date. The equity shares of the Resulting Company 2 to be issued and allotted as provided shall be subject to the provisions of the memorandum of association and articles of association of Resulting Company 2, as the case may be, and shall rank pari passu in all respects with any existing equity shares of Resulting Company 2, as the case may be, after the Effective Date including with respect to dividend, bonus, right shares, voting rights and other corporate benefits attached to the equity shares of Resulting Company 2.

- 17.2 In case any shareholder’s shareholding in the Demerged Company is such that such shareholder becomes entitled to a fraction of an equity share of the Resulting Company 2, the Resulting Company 2 shall not issue fractional share certificate to such shareholder but shall consolidate such fractions and round up the aggregate of such fractions to the next whole number and issue and allot the consolidated shares directly to a trustee nominated by the Board of Resulting Company 2 in that behalf, who shall sell such shares in the market at such price or prices and on such time or times as the trustee may in its sole discretion decide and on such sale, shall pay to the Resulting Company 2, the net sale proceeds (after deduction of applicable taxes and other expenses incurred), whereupon the Resulting Company 2 shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of Demerged Company in proportion to their respective fractional entitlements so sold by the trustee.
- 17.3 The issue and allotment of equity shares as provided in Clause 17.1, is an integral part hereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act on the part of the Resulting Company 2 or the Demerged Company or their shareholders and as if the procedure laid down under the Act and such other Applicable Laws as may be applicable were duly complied with. It is clarified that the approval of the members and creditors of the Resulting Company 2 and/or the Demerged Company to this Scheme, shall be deemed to be their consent/approval for the issue and allotment of equity shares, as the case may be, pursuant to the aforesaid Clause 17.1.
- 17.4 The equity shares issued pursuant to Clause 17.1 shall be in dematerialized form unless otherwise notified in writing by a shareholder of the Demerged Company to the Resulting Company 2 on or before such date as may be determined by the Board of Demerged Company. In the event that such notice has not been received by Resulting Company 2 in respect of any of the shareholders of Demerged Company, the equity shares, shall be issued to such shareholders in dematerialized form provided that the shareholders of Demerged Company shall be required to have an account with a depository participant and shall be required to provide details thereof and such other confirmations as may be required. In the event that Resulting Company 2 has received notice from any shareholder that the equity shares are to be issued in physical form or if any shareholder has not provided the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required or if the details furnished by any shareholder do not permit electronic credit of the shares of Resulting Company 2, then Resulting Company 2 shall issue the equity shares in physical form to such shareholder or shareholders.
- 17.5 In the event that the Parties restructure their equity share capital by way of share split / consolidation / issue of bonus shares during the pendency of the Scheme, the share exchange ratio, per Clause 17.1 above; shall be adjusted (including stock options) accordingly to take into account the effect of any such corporate actions.
- 17.6 Resulting Company 2 shall apply for listing all of its equity shares on the Stock Exchanges in terms of and in compliance of SEBI Circular and other relevant provisions as may be applicable. The equity shares allotted by the Resulting Company 2 in terms of Clause 17.1 above, pursuant to the Scheme, shall remain frozen in the depository system till listing/ trading permission is given by the designated Stock Exchange. Further, there shall be no change in the shareholding pattern of Resulting Company 2 between the Record Date and the listing of its equity shares which may affect the status of approval of the Stock Exchanges.
- 17.7 Resulting Company 2 shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Law for complying with the formalities of the Stock Exchanges.
18. ACCOUNTING TREATMENT BY THE DEMERGED COMPANY AND THE RESULTING COMPANY 2 IN RESPECT OF THEIR RESPECTIVE ASSETS AND LIABILITIES The Demerged Company and Resulting Company 2 shall account for the Scheme in their respective books/ financial statements upon receipt of all relevant/ requisite approvals for the Scheme, in compliance with applicable Accounting Standards notified under the Companies Act, 2013 as amended from time to time including as provided herein below:
- 18.1 Accounting treatment in the books of the Demerged Company
- 18.1.1 The Demerged Company shall reduce the carrying value of assets and liabilities including Investments in Transferor Company pertaining to the Engineering Undertaking, transferred to and vested in the Resulting Company 2 from the carrying value of assets and liabilities as appearing in its books;
- 18.1.2 Loans and advances, receivables, payables and other dues outstanding between the Engineering undertaking and the Resulting Company 2 will stand cancelled and there shall be no further obligation/outstanding in that behalf;
- 18.1.3 The difference, being the excess / shortfall of carrying value of assets over the carrying value of liabilities of the Engineering Undertaking shall be accounted in accordance with the Indian Accounting Standards prescribed under Section 133 of the Companies Act, 2013.
- 18.2 Accounting treatment in the books of the Resulting Company 2
- 18.2.1 The Resulting Company 2 shall record the assets and liabilities including Investments in Transferor Company pertaining to the Engineering Undertaking, transferred to and vested in it pursuant to this Scheme at their respective carrying values as appearing in the books of the Demerged Company;
- 18.2.2 Loans and advances, receivables, payables and other dues outstanding between the Demerged Company and the Resulting Company 2 relating to the Engineering Undertaking will stand cancelled and there shall be no further obligation/outstanding in that behalf;

- 18.2.3 The Resulting Company 2 shall credit to its share capital in its books of account, the aggregate face value of the equity shares issued and allotted under Clause 17.1 above to the members of the Demerged Company. INR 507.40 will be accounted as securities premium in the books of Resulting Company 2 for each equity share issued in accordance with Clause 17.1. The securities premium will form part of consideration under Clause 17.1;
- 18.2.4 Expenses incurred pursuant to the Scheme and for the transfer of Engineering Undertaking shall be adjusted to the reserves and surplus account of the Resulting Company 2 and
- 18.2.5 The difference, being the Net Assets transferred from Demerged Company pursuant to Clause 18.2.1 over the face value and securities premium of the equity shares allotted pursuant to Clause 18.2.3 above after giving effect to inter-company balances as per Clause 18.2.2 shall be adjusted in compliance with applicable accounting standards.
- 18.2.6 Goodwill, if any, appearing in the Balance Sheet of the Resulting Company 2 will be amortised/impaired/written off either as per applicable accounting standards or may be adjusted against the balance of securities premium account or capital reserve account or general reserve account or profit and loss account as may be decided by the Board of Directors of the Resulting Company 2.
- 18.2.7 To the extent, the balance in securities premium account or capital reserve account is utilised and/or adjusted as per Clause 18.2.6 above, there shall be reduction of securities premium account or capital reserve account, as the case may be, which shall be effected as an integral part of the Scheme itself in accordance with Section 52 and 66 and other applicable provisions of the Act.
- 18.2.8 The Board of Directors of the Resulting Company 2 in consultation with Statutory Auditors, is authorised to account for any of the balances in any other manner in compliance with the Act, if such accounting treatment is considered more appropriate.

For the purpose of this Clause 18, "Net Assets" would mean difference between the carrying value of assets and liabilities.

19. TRANSFER OF AUTHORISED SHARE CAPITAL OF THE DEMERGED COMPANY

- 19.1 Upon coming into effect of Part III of this Scheme, INR 50,00,00,000/- (Rupees Fifty Crores) shall stand transferred from the authorised capital of the Demerged Company and get combined with the authorised capital of the Resulting Company 2. Accordingly, Clause V of the Memorandum of Association of the Resulting Company 2 shall automatically stand amended so as to read as under:

"The Authorised Share Capital of the Company is Rs. 50,25,00,000/- (Rupees Fifty Crore Twenty Five Lakhs only) divided into 5,02,50,000 (Five Crore Two Lakhs Fifty Thousand only) equity shares of Rs. 10/- (Rupees Ten) each with power to classify or reclassify, increase and reduce the capital of the Company or to divide the shares in the capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of Association of the Company and the legislative provisions for the time being in force."

- 19.2 It is clarified that the approval of the members of the Resulting Company 2 to the Scheme shall be deemed to be their consent/approval also to the alteration of the Memorandum of Association of the Resulting Company 2 and the Resulting Company 2 shall not be required to seek separate consent/approval of its shareholders for the alteration of the Memorandum of Association of the Resulting Company 2 as required under Sections 13, 61 and 64 of the Act and other applicable provisions of the Act.
- 19.3 The registration fee applicable under the Act and the stamp duty already paid by the Demerged Company on its authorised capital, which is being transferred to the Resulting Company 2 in terms of sub Clause 19.1 herein above, shall be deemed to have been so paid by the Resulting Company 2 and accordingly, the Resulting Company 2 shall not be required to pay any fee/stamp duty on the authorised capital so increased. However, the Resulting Company 2 shall file the required returns/information/the amended copy of its Memorandum of Association with the RoC.

AMALGAMATION OF TRANSFEROR COMPANY WITH TRANSFEREE COMPANY

20. TRANSFER OF ASSETS AND LIABILITIES

- 20.1 Immediately on Part III of the Scheme becoming effective and with effect from the opening business hours of Appointed Date 2, and subject to the provisions of this Scheme and pursuant to Section 232 of the Act and Section 2(1B) of the Income-tax Act, 1961, the Transferor Company shall stand amalgamated with the Transferee Company as a going concern and all assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Transferor Company shall, without any further act, instrument or deed, stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, so as to become as and from the Appointed Date 2, the assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Transferee Company by virtue of, and in the manner provided in this Scheme.
- 20.2 Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, upon Part IV of the Scheme becoming effective and with effect from the Appointed Date 2:
- 20.2.1 with respect to the assets of the Transferor Company that are movable in nature or are otherwise capable of being transferred by manual delivery or by paying over or endorsement and/or delivery, the same may be so transferred by the Transferor Company by operation of law without any further act or execution of an instrument with the intent of vesting such assets with the Transferee Company as on the Appointed Date 2.
- 20.2.2 subject to Clause 20.2.3 below, with respect to the assets of the Transferor Company, other than those referred to in Clause 20.2.1 above, including all rights, titles and interests in the agreements (including agreements for lease or license of the properties), investments in shares, mutual funds, bonds and any other securities, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, whether or not the same is held in the name of the Transferor Company shall, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be

transferred to and vested in the Transferee Company, with effect from the Appointed Date 2, by operation of law as transmission or as the case may be in favour of Transferee Company. With regard to the licenses of the properties, the Transferee Company will enter into novation agreements, if it is so required.

- 20.2.3 without prejudice to the aforesaid, all the immovable property (including but not limited to the land, buildings, offices, factories, sites, tenancy rights related thereto and other immovable property, including accretions and appurtenances), whether or not included in the books of the Transferor Company, whether freehold or leasehold (including but not limited to any other document of title, rights, interest and easements in relation thereto and any shares in cooperative housing societies associated with such immovable property) shall stand transferred to and be vested in the Transferee Company, as successor to the Transferor Company, without any act or deed to be done or executed by the Transferor Company, as the case may be and/or the Transferee Company.
- 20.2.4 all debts, liabilities, duties and obligations (debentures, bonds, notes or other debt securities) of the Transferor Company shall, without any further act, instrument or deed be transferred to, and vested in and/or deemed to have been transferred to and vested in, the Transferee Company, so as to become on and from the Appointed Date 2, the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and it shall not be necessary to obtain the consent of any Person who is a party to contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause 20.
- 20.2.5 the vesting of the entire undertaking of the Transferor Company, as aforesaid, shall be subject to the Encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such Encumbrances shall be confined only to the relevant assets of Transferor Company or part thereof on or over which they are subsisting on and vesting of such assets in Transferee Company and no such Encumbrances shall extend over or apply to any other asset(s) of Transferee Company. Any reference in any security documents or arrangements (to which Transferor Company is a party) related to any assets of Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of Transferee Company. Similarly, Transferee Company shall not be required to create any additional security over assets vested under this Scheme for any loans, debentures, deposits or other financial assistance already availed of /to be availed of by it, and the Encumbrances in respect of such indebtedness of Transferee Company shall not extend or be deemed to extend or apply to the assets so vested.
- 20.2.6 Taxes, if any, paid or payable by the Transferor Company after the Appointed Date 2 shall be treated as paid or payable by the Transferee Company and the Transferee Company shall be entitled to claim the credit, refund or adjustment for the same as may be applicable.
- 20.2.7 if the Transferor Company is entitled to any unutilized credits (including balances or advances), benefits, subsidies, grants, special status and other benefits or privileges of whatsoever nature under the incentive schemes and policies including tax holiday or concessions under any Tax Laws or Applicable Laws, the Transferee Company shall be entitled as an integral part of the Scheme to claim such benefit or incentives or unutilised credits as the case may be automatically without any specific approval or permission.
- 20.2.8 upon Part IV of the Scheme becoming effective, the Transferor Company and/or the Transferee Company shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Tax Laws and to claim refunds and/or credit for Taxes paid and for matters incidental thereto, if required, to give effect to the provisions of the Scheme.
- 20.2.9 it is hereby clarified that in case of any refunds, benefits, incentives, grants, subsidies, etc., the Transferor Company, shall, if so required by the Transferee Company, issue notices in such form as the Transferee Company may deem fit and proper stating that pursuant to the Tribunal having sanctioned this Scheme under Sections 230 to 232 of the Act, the relevant refund, benefit, incentive, grant, subsidy, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company, to recover or realise the same, stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 20.2.10 On and from the Effective Date and till such time that the name of the bank accounts of the Transferor Company has been replaced with that of the Transferee Company, the Transferee Company shall be entitled to maintain and operate the bank accounts of the Transferor Company in the name of the Transferor Company and for such time as may be determined to be necessary by the Transferee Company. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company.
- 20.2.11 without prejudice to the foregoing provisions of Clause 20.2, and upon the effectiveness of Part IV of the Scheme, the Transferor Company and the Transferee Company shall be entitled to apply to the Appropriate Authorities as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require and execute any and all instruments or documents and do all the acts and deeds as may be required, including filing of necessary particulars and/or modification(s) of charge, with the concerned RoC or filing of necessary applications, notices, intimations or letters with any authority or Person, to give effect to the above provisions.

24. LEGAL PROCEEDINGS

If any suit, cause of actions, appeal or other legal, quasi-judicial, arbitral or other administrative proceedings of whatever nature (hereinafter called the "Proceedings") by or against the Transferor Company be pending on the Effective Date, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the amalgamation or of anything contained in this Scheme, but the Proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same

extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made. On and from the Effective Date, the Transferee Company may initiate any legal proceeding for and on behalf of the Transferor Company.

25. CONSIDERATION

25.1 After effectiveness of Part III of the Scheme, the Transferor Company shall become a subsidiary of the Transferee Company.

25.2 After effectiveness of the Part III of the Scheme and in consideration of and subject to the provisions of Clause 25.3 and other provisions of this Scheme, Transferee Company shall, without any further application, act, deed, consent, instrument, issue and allot, to each shareholder of the Transferor Company whose name is recorded in the register of members of the Transferor Company on the Record Date, in the following proportion:

“7 (Seven) fully paid up equity shares of INR 10 (Indian Rupees Ten) each of the Transferee Company shall be issued and allotted, credited as fully paid up, for every 10 (Ten) equity shares of INR 10 (Indian Rupees Ten) each held in the Transferor Company.” (“Transferee Company New Equity Shares”).

No shares shall be issued by the Transferee Company in respect of the shares held by the Transferee Company in the Transferor Company.

25.3 Upon Part IV of this Scheme becoming effective, and in consideration of the Transferor Company amalgamating into the Transferee Company, the equity shares held by the Transferee Company on the Effective Date (held either directly or through its nominees) in the Transferor Company shall be cancelled pursuant to this Scheme without any further application, act or deed. It is clarified that no new shares shall be issued or any payment shall be made in cash whatsoever by the Transferee Company in lieu of such shares of the Transferor Company.

25.4 The equity shares of the Transferee Company to be issued and allotted as provided in Clause 25.2 above shall be subject to the provisions of the memorandum of association and articles of association of Transferee Company, as the case may be, and shall rank *pari passu* in all respects with the existing equity shares of Transferee Company, as the case may be, after the Effective Date including with respect to dividend, bonus, right shares, voting rights and other corporate benefits attached thereto.

25.5 In case any shareholder's shareholding in the Transferor Company is such that such shareholder becomes entitled to a fraction of an equity share of Transferee Company, as the case may be, Transferee Company shall not issue fractional share certificate to such shareholder but shall consolidate such fractions and round up the aggregate of such fractions to the next whole number and issue and allot the consolidated shares directly to a trustee(s) nominated by the Board of the Transferee Company in that behalf, who shall sell such shares in the market at such price or prices and on such time or times as the trustee(s) may in its sole discretion decide and on such sale, shall pay to Transferee Company, the net sale proceeds (after deduction of applicable taxes and other expenses incurred), whereupon Transferee Company shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of the Transferor Company in proportion to their respective fractional entitlements.

25.6 The issue and allotment of equity shares as provided in Clause 25.2, is an integral part hereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act on the part of Transferee Company or Transferor Company or their shareholders and as if the procedure laid down under the Act and such other Applicable Laws as may be applicable were duly complied with. It is clarified that the approval of the members and creditors of the Transferee Company and/or the Transferor Company to this Scheme, shall be deemed to be their consent/approval for the issue and allotment of equity shares, as the case may be, pursuant to this Clause 25.2.

25.7 The Transferee Company New Equity Shares issued pursuant to Clause 25.2 shall be in dematerialized form unless otherwise notified in writing by a shareholder of the Transferor Company to Transferee Company on or before such date as may be determined by the Board of Transferor Company. In the event that such notice has not been received by Transferee Company in respect of any of the shareholders of Transferor Company, the equity shares, shall be issued to such shareholders in dematerialized form provided that the shareholders of Transferor Company shall be required to have an account with a depository participant and shall be required to provide details thereof and such other confirmations as may be required. In the event that Transferee Company has received notice from any shareholder that the equity shares are to be issued in physical form or if any shareholder has not provided the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required or if the details furnished by any shareholder do not permit electronic credit of the shares of Transferee Company, then Transferee Company shall issue the equity shares in physical form to such shareholder or shareholders.

25.8 Transferee Company shall apply for listing of Transferee Company New Equity Shares on the Stock Exchanges in terms of and in compliance of the SEBI Circular and other relevant provisions as may be applicable. The Transferee Company New Equity Shares allotted by the Transferee Company in terms of Clause 25.2 above, pursuant to the Scheme, shall remain frozen in the depository system till listing/trading permission is given by the designated Stock Exchanges.

25.9 In the event that the Parties restructure their equity share capital by way of share split / consolidation / issue of bonus shares during the pendency of the Scheme, the share exchange ratio as per Clause 25.2 above, shall be adjusted accordingly to take into account the effect of any such corporate actions.

25.10 Transferee Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Law for complying with the formalities of the Stock Exchanges.

26. ACCOUNTING TREATMENT BY THE TRANSFEE COMPANY IN RESPECT OF ASSETS AND LIABILITIES

26.1 The Transferee Company shall account for the Scheme in its books/financial statements upon receipt of all relevant/requisite approvals for the Scheme, in accordance with the Purchase Method of Accounting as prescribed under Accounting Standard 14 (“AS 14”) dealing with “Accounting for Amalgamations”, as amended from time to time including as provided herein below:

- 26.1.1 The Transferee Company shall record the assets and liabilities of Transferor Company, transferred to and vested in it pursuant to this Scheme at their respective carrying values as appearing in the books of the Transferor Company or at their fair value of identified assets and liabilities, as may be decided by the Board of Directors of the Transferee Company.
- 26.1.2 The Transferee Company shall credit to the Share Capital account in its books of account, the aggregate face value of the equity shares issued and allotted under Clause 25.2 above to the equity shareholders of the Transferor Company. INR 507.40 will be accounted as securities premium in the books of Transferee Company for each equity share issued in accordance with Clause 25.2. The securities premium will form part of consideration under Clause 25.1.
- 26.1.3 Loans and advances, receivable, payables and other dues outstanding between the Transferor Company and the Transferee Company will stand cancelled and there shall be no further obligation/outstanding in that behalf.
- 26.1.4 Expenses pertaining to the Scheme and for the amalgamation shall be adjusted to the reserves and surplus account of the Transferee Company.
- 26.1.5 The difference being the Net Assets transferred to Transferee Company pursuant to Clause 26.1.1 over the face Value and securities premium of the equity shares allotted as per Clause 26.1.2 above after giving effect to inter-company balances as per Clause 26.1.3, shall be adjusted in compliance with applicable accounting standards.
- 26.1.6 Upon coming into effect of Part IV of this Scheme, the shares held by the Transferee Company in the Transferor Company on the Effective Date, shall be cancelled and the same shall be treated as per applicable accounting standards.
- 26.1.7 Goodwill, if any, appearing in the balance sheet of the Transferee Company will be amortised/impaired/written off either as per AS 14 or may be adjusted against the balance of securities premium account or capital reserve account or general reserve account or profit and loss account as may be decided by the Board of Directors of the Transferee Company.
- 26.1.8 To the extent the balance in securities premium account or capital reserve is utilised and/or adjusted as per Clause 26.1.7 above, there shall be reduction of securities premium account or capital reserve as the case may be which shall be effected as an integral part of the Scheme itself in accordance with Sections 52 and 66 and other applicable provisions of the Act.
- 26.1.9 The Board of Directors of the Transferee Company, in consultation with statutory auditors, is authorised to account for any of the balances in any other manner in compliance with the Act, if such accounting treatment is considered more appropriate.

For the purpose of this Clause 26, "Net Assets" would mean difference between the carrying value of assets and liabilities.

28. COMBINATION OF AUTHORISED CAPITAL

28.1 Upon Part IV of the Scheme becoming effective, the authorised share capital of the Transferee Company shall stand increased without any further act, instrument or deed on the part of Transferee Company including payment of stamp duty and fees to Registrar of Companies, by the authorised share capital of the Transferor Company amounting to INR 15,00,00,000 (Indian Rupees Fifteen Crores) comprising of 1,50,00,000 equity shares of INR 10 each and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under the applicable provisions of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duty and fees paid on the authorized capital of the Transferor Company shall be utilized and applied to the increased authorized share capital of the Transferor Company and there would be no requirement for any further payment of stamp duty and/or fee by the Transferor Company for increase in the authorised share capital to that extent.

28.2 Clause V of the memorandum of association of the Transferee Company shall without any act, instrument or deed be and stand altered, modified and amended pursuant to Sections 13, 14, 61, 64, and other applicable provisions of the Act, and be replaced by the following clause:

"The Authorised Share Capital of the Company is Rs.65,25,00,000/- (Rupees Sixty Five Crores Twenty Five Lakhs only) divided into 6,52,50,000 (Six Crores Fifty Two Lakhs Fifty Thousand only) equity shares of Rs. 10 (Rupees Ten) each with such rights, privileges and conditions attached thereto as may be determined by the Board of Directors of the Company. The Company has and shall have always have the power to divide or to consolidate the share capital from time to time into several classes and to increase or reduce its capital from time to time and to vary, modify or abrogate any such rights, privileges or conditions attached to any class of shares in such manner as may for the time being be provided by the regulations of the Company."

28.3 It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent/approval also to the alteration of the Memorandum and Articles of Association of the Transferee Company as may be required under the Act.

29. DISSOLUTION OF TRANSFEROR COMPANY

On Part IV of this Scheme becoming effective, the Transferor Company shall stand dissolved without winding up. On and from the Effective Date, the name of the Transferor Company shall be struck off from the records of the concerned RoC.

30. CHANGE IN AUTHORISED SHARE CAPITAL OF DEMERGED COMPANY

30.1 Upon Part II and Part III of this Scheme coming into effect and consequent to transfer of authorised share capital as mentioned in Clause 11 and 19 above, Clause V of the Memorandum of Association of the Demerged Company shall stand replaced and altered as per this Clause 30.

30.2 Clause V of the Memorandum of Association of the Demerged Company shall be replaced to include the following, without any further act, deed or instrument:

"The Authorised Share Capital of the Company is Rs. 565,00,00,000/- (Rupees Five Hundred Sixty Five Crores only) divided into

46,50,00,000 (Forty Six Crores Fifty Lacs Only) Equity Shares of Rs. 10/- (Rupees Ten only) each, 1,00,00,000 (One Crore Only) Preference Shares of Rs. 100/- each with such rights, privileges and conditions attached thereto as may be determined by the General Meetings at the time of issue. The Company has and shall always have the power to divide the Share Capital from time to time and to vary, modify and abrogate any rights, privileges, conditions attached to the Share in such a manner as may from the time being provided in the regulations of the Company.”

- 30.3 It is clarified that the approval of the members of the Demerged Company to the Scheme shall be deemed to be their consent/approval also to the alteration of the Memorandum of Association of the Demerged Company and the Demerged Company shall not be required to seek separate consent/approval of its shareholders for the alteration of the Memorandum of Association of the Demerged Company as required under Sections 13, 61 and 64 of the Act and other applicable provisions of the Act.
- 30.4 It is further clarified that should either Part II or Part III be made effective individually then Clause V of the Memorandum of Association of the Demerged Company shall be suitably modified to give effect only to either Clause 11 or Clause 19 as the case may be.
31. CONSOLIDATION OF EQUITY SHARES OF THE RESULTING COMPANY 1
- 31.1 With satisfaction or waiver of conditions mentioned in Clause 41.1 of the Scheme, 2 (two) equity shares of INR 2 each of the Resulting Company 1 shall be consolidated into 1 (one) fully paid up equity share of INR 4 each.
- 31.2 The share certificates of the Resulting Company 1 in relation to the equity shares held by its shareholders shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled pursuant to this Scheme. After taking into effect the consolidation of equity share capital of the Resulting Company 1 and on the basis of shareholdings on the Record Date, either fresh share certificate(s) will be issued to the shareholders of the Resulting Company 1 holding the shares in physical form, or, in case of shareholding in dematerialised form, appropriate number of shares in terms of this Scheme will automatically be credited to the respective dematerialised accounts of the said shareholders maintained with the depositories.
- 31.3 Due to such consolidation in capital of the Resulting Company 1, if a shareholder becomes entitled to a fraction of an equity share of the Resulting Company 1, the Resulting Company 1 shall not issue fractional share certificates to such member/beneficial owner but shall round off such shareholders entitlement to the nearest integer.
- 31.4 The aforesaid consolidation of the share capital of the Resulting Company 1 shall be effected as an integral part of this Scheme itself, without having to follow the process under Section 61 of the Act separately and approval of the shareholders to the scheme shall be deemed to be approval to the consolidation of equity shares under Section 61 of the Act.
- 31.5 It is clarified that upon the Scheme becoming effective, the consolidation of shares as stated in this Part VI shall precede all other actions as stated in Part II and Part VII of this Scheme.
32. REDUCTION AND CANCELLATION OF CERTAIN EQUITY SHARES OF THE RESULTING COMPANY 1
- 32.1 Simultaneously upon implementation of Part II of the Scheme and with effect from the Effective Date, all the equity shares of the Resulting Company 1 held by the Demerged Company and forming part of the Branded Apparel Undertaking (“Resulting Company 1 Cancelled Shares”) shall stand cancelled, extinguished and annulled on and from the Effective Date and the paid up equity capital of the Resulting Company 1 to that effect shall stand cancelled and reduced, which shall be regarded as reduction of equity share capital of the Resulting Company 1, pursuant to Section 66 of the Act as also any other applicable provisions of the Act.
- 32.2 The aforesaid reduction of the share capital of the Resulting Company 1 shall be effected as an integral part of this Scheme itself, without having to follow the process under Section 66 of the Act separately and the order of the Tribunal sanctioning this Scheme shall be deemed to be an order under Section 66 of the Act confirming the reduction.
- 32.3 On effecting the reduction of the share capital as stated in Clause 32.1 above, the share certificates in respect of the Resulting Company 1 Cancelled Shares held by their respective holders shall also be deemed to have been cancelled.
- 32.4 On the Effective Date, the Resulting Company 1 shall debit its share capital account in its books of account with the aggregate face value of the Resulting Company 1 Cancelled Shares.
- 32.5 The capital reserve in the books of the Resulting Company 1 shall be increased to the extent of the amount of Resulting Company 1 Cancelled Shares.
33. REDUCTION AND CANCELLATION OF CERTAIN EQUITY SHARES OF THE RESULTING COMPANY 2
- 33.1 Immediately upon implementation of Part III of the Scheme and with effect from the Effective Date and upon allotment of equity shares by the Resulting Company 2, the entire paid up equity share capital, as on Effective Date, of the Resulting Company 2 (“Resulting Company 2 Cancelled Shares”) shall stand cancelled, extinguished and annulled on and from the Effective Date and the paid up equity capital of the Resulting Company 2 to that effect shall stand cancelled and reduced, which shall be regarded as reduction of equity share capital of the Resulting Company 2, pursuant to Section 66 of the Act as also any other applicable provisions of the Act.
- 33.2 The aforesaid reduction of the share capital of the Resulting Company 2 shall be effected as an integral part of this Scheme itself, without having to follow the process under Section 66 of the Act separately and the order of the Tribunal sanctioning this Scheme shall be deemed to be an order under Section 66 of the Act confirming the reduction.
- 33.3 On effecting the reduction of the share capital as stated in Clause 33.1 above, the share certificates in respect of the Resulting Company 2 Cancelled Shares held by their respective holders shall also be deemed to have been cancelled.
- 33.4 On the Effective Date, the Resulting Company 2 shall debit its share capital account in its books of account with the aggregate face value of the Resulting Company 2 Cancelled Shares.
- 33.5 The capital reserve in the books of the Resulting Company 2 shall be increased to the extent of the amount of Resulting Company 2 Cancelled Shares.

34. **REMAINING BUSINESS**
- 34.1 The Remaining Business and all the assets, investments, liabilities and obligations of the Demerged Company, shall continue to belong to and be vested in and be managed by the Demerged Company.
- 34.2 All legal, Taxation and/or other proceedings by or against the Demerged Company under any statute, whether pending on the Effective Date or which may be instituted at any time thereafter and relating to the Remaining Business of the Demerged Company (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Business) shall be continued and enforced against the Demerged Company.
- 34.3 If proceedings are taken against the Resulting Companies in respect of matters referred to in Clause 34.2 above relating to the Remaining Business, it shall defend the same in accordance with the advice of the Demerged Company and at the cost of the Demerged Company and the latter shall reimburse and indemnify the relevant resulting company, against all liabilities and obligations incurred by that resulting company in respect thereof.
- 34.4 If proceedings are taken against the Demerged Company in respect of matters referred to in Clause 34.2 above relating to the Demerged Undertakings, it shall defend the same in accordance with the advice of the relevant resulting company and at the cost of the said resulting company and the latter shall reimburse and indemnify the Demerged Company, against all liabilities and obligations incurred by the Demerged Company in respect thereof.
35. **DIVIDENDS**
- 35.1 The Transferor Company, Transferee Company, Demerged Company and Resulting Companies shall be entitled to declare and pay dividends, to their respective shareholders in respect of the accounting period ending 31 March 2018 and such future accounting periods consistent with the past practice or in ordinary course of business, whether interim or final. Any other dividend shall be recommended/declared only by the mutual consent of the concerned Parties.
- 35.2 It is clarified that the aforesaid provisions in respect of declaration of dividends (whether interim or final) are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Transferor Company, Transferee Company, Demerged Company and/or the Resulting Companies to demand or claim or be entitled to any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective Boards of the Transferor Company, Transferee Company, Demerged Company and/or the Resulting Companies as the case may be, and subject to approval, if required, of the shareholders of the Transferor Company, Transferee Company, Demerged Company and/or the Resulting Companies as the case may be.
43. **CHANGE OF NAME OF RESULTING COMPANY 2**
- 43.1 Upon Part IV of the Scheme becoming effective, the name of the Resulting Company 2 shall stand changed to 'The Anup Engineering Limited' or such other name which is available and approved by the RoC, by simply filing the requisite forms and subject to payment of fees with the Appropriate Authority.
- 43.2 Thereafter, subject to Clause 43.1 above:
- 43.2.1 Clause 1 of the memorandum of association of the Resulting Company 2 shall without any act, procedure, instrument or deed be and stand altered, modified and amended pursuant to Sections 13, 232 and other applicable provisions of the Act and be replaced by the following clause:
"The name of the Company is The Anup Engineering Limited."
- 43.3 It is hereby clarified that, for the purposes of acts and events as mentioned in this Clause 43 the consent of the shareholders of the Resulting Company 2 to this Scheme shall be deemed to be sufficient for the purposes of effecting the aforementioned amendment and that no further resolution under Section 13, Section 14 or any other applicable provisions of the Act, would be required to be separately passed."
10. Observation Letters from BSE Limited ("BSE") and the National Stock Exchange of India Limited ("NSE") dated 28th February, 2018 conveying no objection to the Scheme are enclosed herewith as **Annexures 4 and 5** respectively. Complaints Report dated 26th December, 2017 submitted by the Company to BSE and NSE are enclosed herewith as **Annexure 6**.
11. The Unaudited Financial Results of the Demerged Company, the Resulting Company 1 and the Resulting Company 2 for the period ended 30th September, 2017 are enclosed as **Annexures 12, 13 and 14** respectively and the Audited Financial Results of the Transferor Company for the period ended 31st December, 2017 are enclosed as **Annexure 15**.
12. Abridged prospectus including certificate of Yes Securities (India) Limited confirming accuracy and adequacy of the information contained therein, as required under the SEBI Circular, of the Resulting Company 1, the Resulting Company 2 and the Transferor Company are enclosed herewith as **Annexures 16 to 18**.
13. Summary of Valuation Report including basis of valuation and Fairness opinions is enclosed herewith as **Annexure 7**.
14. Amounts due to unsecured creditors as on 31st December, 2017:

Demerged Company		Resulting Company 1	
Number	Amount (INR)	Number	Amount (INR)
3,484	490,71,05,844/-	387	189,84,52,664/-
Resulting Company 2		Transferor Company	
Number	Amount (INR)	Number	Amount (INR)
-	-	310	11,55,90,374/-

15. Effect of the Scheme on various parties

A. Key Managerial Personnel (KMPs) and Directors

None of the Directors, the Key Managerial Personnel (as defined under the Act and rules framed thereunder) of the Demerged Company and their respective relatives (as defined under the Act and rules framed thereunder) have any interest in the Scheme except to the extent of the equity shares held by them in the Demerged Company, the Resulting Company 1, the Resulting Company 2 and the Transferor Company and/or to the extent that the said Director(s) are common director(s) of the said companies and/or to the extent that the Key Managerial Personnel is holding shares in said companies and/or to the extent that the said Director(s), Key Managerial Personnel and their respective relatives are the directors, members of the companies that hold shares in the respective companies. Except in the case of Anveshan Heavy Engineering Limited, none of the said Directors or the Key Managerial Personnel has any material interest in the Scheme. There is no effect of the Scheme on the key managerial personnel and/or the Directors of the said companies.

Details of shares held by the present Directors and KMPs of the Transferor Company and the Transferee Company either individually or jointly as a first holder or second holder or as a nominee, in the respective companies are as under:

Demerged Company

Sr. No.	Name of the Director/KMPs	Designation	Number of equity shares held as on 31st December, 2017
1.	Sanjaybhai Shrenikbhai Lalbhai	Chairman and Managing Director	1,564
2.	Punit Sanjay Lalbhai	Wholetime Director	3,714
3.	Kulin Sanjay Lalbhai	Wholetime Director	-
4.	Jayesh Kantilal Shah	Wholetime Director	-
5.	Dr. Bakul Harshadrai Dholakia	Independent Director	14,700
6.	Dileep Chinubhai Choksi	Independent Director	-
7.	Samir Uttamlal Mehta	Independent Director	-
8.	Renuka Ramnath	Independent Director	295
9.	Vallabh Roopchand Bhanshali	Independent Director	-
10.	Nilesh Dhirajlal Shah	Independent Director	211
11.	R.V. Bhimani	Company Secretary	-

Resulting Company 1

Sr. No.	Name of the Director/KMPs	Designation	Number of equity shares held as on 31st December, 2017
1.	Sanjaybhai Shrenikbhai Lalbhai	Non-Executive Director	-
2.	Kulin Sanjay Lalbhai	Non-Executive Director	-
3.	Jayesh Kantilal Shah	Non-Executive Director	-
4.	Renuka Ramnath	Nominee Director	-
5.	Nithya Easwaran	Nominee Director	-
6.	Nilesh Dhirajlal Shah	Independent Director	-
7.	Kamal Singal	Independent Director	-
8.	Kannan Soundararajan	Chief Financial Officer	-
9.	B.S. Vijay Kumar	Company Secretary	-

Resulting Company 2

Sr. No.	Name of the Director/KMPs	Designation	Number of equity shares held as on 31st December, 2017
1.	Sanjaybhai Shrenikbhai Lalbhai	Chairman and Managing Director	49,994
2.	Punit Sanjay Lalbhai	Director	1
3.	Paresh Shah	Director	-

Transferor Company

Sr. No.	Name of the Director/KMPs	Designation	Number of equity shares held as on 31st December, 2017
1.	Sanjaybhai Shrenikbhai Lalbhai	Chairman and Managing Director	4,630
2.	Punit Sanjay Lalbhai	Director	-
3.	Jayesh Kantilal Shah	Director	-
4.	Samvegbhai Arvindbhai Lalbhai	Director	12,600
5.	Bhupendra Mangaldas Shah	Independent Director	-
6.	Kamal Singal	Independent Director	-
7.	Rishi Roop Kapoor	Chief Executive Officer	-
8.	Paresh Ambalal Shah	Chief Financial Officer	-
9.	Rakesh Kumar Poddar	Company Secretary	-

B. Promoter and Non-Promoter Equity Shareholders of the Demerged Company, the Resulting Company 1, the Resulting Company 2 and the Transferor Company

In compliance with the provisions of Section 232(2)(c) of the Act, the Board of Directors of the Demerged Company, the Resulting Company 1, the Resulting Company 2 and the Transferor Company in their meetings held on 8th November, 2017 have adopted a report, inter alia, explaining the effect of the Scheme on each class of shareholders, key managerial personnel, promoter and non-promoter shareholders amongst others. Copy of the reports adopted by the respective Board of Directors of the Demerged Company, the Resulting Company 1, the Resulting Company 2 and the Transferor Company are enclosed as **Annexures 8 to 11.**

C. Depositors

None of the companies involved in the Scheme have accepted any public deposits and thus, the effect of the Scheme on any such Public Depositor or Deposit trustee does not arise.

D. Creditors & Debenture-Holders

The proposed Scheme does not involve any compromise or arrangement with the creditors, debenture holders or debenture trustee of any of the companies involved in the Scheme. The rights of the creditors, debenture holders or debenture trustee shall not be affected by the Scheme. There will be no reduction in their claims on account of the Scheme. The creditors will be paid in the ordinary course of business as and when their dues are payable. There is no likelihood that the creditors would be prejudiced in any manner as a result of the Scheme being sanctioned. The unsecured non-convertible debentures of the Demerged Company are listed on the wholesale debt segment of BSE Limited and shall continue to be payable by the Demerged Company.

E. Employees**a) Demerger and Vesting of the Branded Apparel Undertaking**

With effect from the Effective Date, the Resulting Company 1 shall engage, without any interruption in service, all employees of the Demerged Company, engaged in or in relation to the Branded Apparel Undertaking, on the terms and conditions not less favourable than those on which the Demerged Company has engaged them. The Resulting Company 1 shall continue to abide by any agreement/settlement or arrangement, if any, entered into or deemed to have been entered into by the Demerged Company with any of the aforesaid employees or union representing them and services of all such employees with the Demerged Company prior to the demerger shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retiral/terminal benefits.

b) Demerger and Vesting of the Engineering Undertaking

With effect from the Effective Date, the Resulting Company 2 shall engage, without any interruption in service, all employees of the Demerged Company, engaged in or in relation to the Branded Apparel Undertaking, on the terms and conditions not less favourable than those on which the Demerged Company has engaged them. The Resulting Company 2 shall continue to abide by any agreement/settlement or arrangement, if any, entered into or deemed to have been entered into by the Demerged Company with any of the aforesaid employees or union representing them and services of all such employees with the Demerged Company prior to the demerger shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retiral/terminal benefits.

c) Amalgamation of Transferor Company with Transferee Company

The Transferee Company shall engage all the employees of the Transferor Company on the terms and conditions not less favourable than those on which they are engaged by the Transferor Company without any interruption of service as a result of the amalgamation of the Transferor Company with the Transferee Company and services of all such employees with the Transferor Company prior to the amalgamation of the Transferor Company with the Transferee Company shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retiral/terminal benefits.

16. **Capital Structure pre and post scheme**

The Pre-Scheme capital structure of the Demerged Company, the Resulting Company 1, the Resulting Company 2 and the Transferor Company are detailed in clause 5 above.

The Post-Scheme capital structure is as follows:

Demerged Company

There will be no new issue of shares by the Demerged Company on account of the Scheme. The Post-Scheme capital structure will remain unchanged. The Demerged Company has outstanding employee stock options under its existing stock option schemes, the exercise of which may result in an increase in the issued and paid-up share capital of the Demerged Company.

Resulting Company 1

Pursuant to the scheme, the equity share capital of the Resulting Company 1 shall stand consolidated into fully paid up equity shares of Rs. 4 each from existing face value of Rs. 2 each. The present issued and paid up capital held by the Demerged Company shall stand cancelled and the capital structure after the issue of shares to the shareholders of the Demerged Company will be as under:

Particulars	INR
Authorised Share Capital	
18,75,00,000 equity shares of INR 4 each	75,00,00,000
Total	75,00,00,000
Issued, Subscribed and Paid-up Capital	
5,76,95,762 equity shares of INR 4 each	23,07,83,048
Total	23,07,83,048

The Demerged Company and Resulting Company 1 have outstanding employee stock options under their respective existing stock option schemes, the exercise of which may result in an increase in the Post-scheme issued and paid-up share capital of the Resulting Company 1.

Resulting Company 2

The capital structure after the issue of shares to the shareholders of the Demerged Company and Transferor Company will be as under:

Particulars	INR
Authorised Share Capital	
5,02,50,000 equity shares of INR 10 each	50,25,00,000
Total	50,25,00,000
Issued, Subscribed and Paid-up Capital	
1,01,93,962 equity shares of INR 10 each	10,19,39,620
Total	10,19,39,620

The Demerged Company, Resulting Company 2 and Transferor Company have outstanding employee stock options under their respective existing stock option schemes, the exercise of which may result in an increase in the Post-scheme issued and paid-up share capital of the Resulting Company 2.

Transferor Company

Upon the Scheme coming into effect, the Transferor Company shall be dissolved without being wound up.

17. **Investigation or proceedings, if any, pending against the Company under the Companies Act, 2013**

No investigation proceedings have been instituted or are pending in relation to the Demerged Company, the Resulting Company 1, the Resulting Company 2 and the Transferor Company under Sections 210 to 229 of Chapter XIV of the Act or under the corresponding provisions of the Act of 1956. Further, no proceedings are pending under the Act or under the corresponding provisions of the Act of 1956 against any of the aforementioned companies.

To the knowledge of the Demerged Company, the Resulting Company 1, the Resulting Company 2 and the Transferor Company, no winding up proceedings have been filed or are pending against them under the Act or the corresponding provisions of the Act of 1956.

18. **Shareholding Pattern Pre and post scheme
Demerged Company**
Pre and Post: Scheme Shareholding Pattern

Pre Scheme Shareholding Pattern under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

1.	Name of Listed Entity: Arvind Limited
2.	Scrp Code/Name of Scrip/Class of Security: 500101
3.	Share Holding Pattern Filed under: Reg. 31(1)(a)/Reg. 31(1)(b)/Reg.31(1)(c)
	a. If under 31(1)(b) then indicate the report for Quarter ending
	b. If under 31(1)(c) then indicate date of allotment/extinguishment
4.	Declaration: The Listed entity is required to submit the following declaration to the extent of submission of information:-

Particulars	Yes*	No*
1 Whether the Listed Entity has issued any partly paid up shares?		No
2 Whether the Listed Entity has issued any Convertible Securities or Warrants?		No
3 Whether the Listed Entity has any shares against which depository receipts are issued?		No
4 Whether the Listed Entity has any shares in locked-in?		No
5 Whether any shares held by promoters are pledge or otherwise encumbered?	Yes	

* If the Listed Entity selects the option 'No' for the questions above, the columns for the partly paid up shares, Outstanding Convertible Securities/Warrants, depository receipts, locked-in shares, No of shares pledged or otherwise encumbered by promoters, as applicable, shall not be displayed at the time of dissemination on the Stock Exchange website. Also wherever there is 'No' declared by Listed Entity in above table the values will be considered as 'Zero' by default on submission of the format of holding of specified securities.

Arvind Limited

Table 1 - Summary Statement holding of specified securities

Category	Nos. of shareholders	No. of fully paid up equity shares held	No. of Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities			No. of Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form
						No of Voting Rights Class eg: X	Class eg: Y	Total (A+B+C)			No. (a)	As a % of total Shares held(b)	No. (a)	As a % of total Shares held(b)	
(I)	(II)	(IV)	(V)	(VI)	(VII) As a % of (IV)+(V)+(VI)	(IX)	(X)	(XI)= (VII)+(X) As a % of (A+B+C2)	(XII)	(XIII)	(XIV)				
(A) Promoter & Promoter Group	37	110998894	0	0	42.9202	110998894	0	42.9202	0	0.0000	5550000	5.000000	110998894		
(B) Public	186458	147618175	0	0	57.0798	147618175	0	57.0798	0	0.0000	NA	NA	144405938		
(C) Non Promoter - Non Public	0	0	0	0	0.0000	0	0	0.0000	0	0.0000	NA	NA	0		
(C1) Shares Underlying DRs	0	0	0	0	0.0000	0	0	0.0000	0	0.0000	NA	NA	0		
(C2) Shares Held By Employee Trust	0	0	0	0	0.0000	0	0	0.0000	0	0.0000	NA	NA	0		
Total	186495	258617069	0	0	100.0000	258617069	0	100.0000	0	0.0000	5550000	2.146000	255404832		

Arvind Limited

Table II - Statement showing shareholding pattern of the Promoter and Promoter Group:

Category & Name of the shareholders	PAN	(iii)	(iv)	(v)	No. of shares underlying Depository Receipts	Shareholding % As at 31.03.2018	Number of Voting Rights held in each class of securities			No. of Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding % as a % of accounting full conversion securities (as a diluted share capital) (XII) = (VIII)+(X) As at 31.03.2018	Number of Locked in shares	Number of Shares pledged or otherwise encumbered	Number of equity shares held in dematerialized form			
							Total								As a % of total Shares held(b)	As a % of total Shares held(b)	As a % of total Shares held(b)
							Class eg: X	Class eg: Y	Class eg: Z								
1																	
(a)																	
Individuals / Hindu Undivided Family																	
Hemalata Narayanbhai Laibhai																	
Swati S. Laibhai																	
Badlami Mantri Rajiv																	
Sunil Siddharth Laibhai																	
Vineta S. Laibhai																	
Taral S. Laibhai																	
Punit Sanjaybhai																	
Asha Laibhai																	
Sanjaybhai Shrinikantbhai Laibhai																	
Jayalaxmi Sanjaybhai Laibhai																	
Sunil Siddharth																	
Kalpina Shriyal Morabha																	
Central Government / State Government(s)																	
Financial Institutions / Banks																	
(b)																	
Any Other (Specify)																	
Bodies Corporate																	
Aura Securities Private Limited																	
Ami Employees Welfare Trust																	
Atul Limited																	
Aagam Holdings Private Limited																	
Amazon Investments Private Limited																	
Aura Business Ventures Lp																	
Laibhai Realty Finance Private Limited																	
Acon Investments Private Limited																	
Adore Investments Private Limited																	
Anandnand Investments Limited																	
Arvestan Resources Private Ltd																	
Akhilam Investments Private Limited																	
Aura Merchandise Pvt. Ltd.																	
Aura Securities Pvt Ltd																	
F&I Credit Consulting Pvt.Ltd.																	
(c)																	
Sols Total (a)+(b)+(c)																	
2																	
Foreign																	
Individuals (Non-Resident Individuals / Foreign Individuals)																	
Government																	
Institutions																	
Foreign Portfolio Investor																	
Any Other (Specify)																	
Sub Total (AR2)																	
Total Shareholding Of Promoter And Promoter Group (AR1) = (AR1)+(AR2)																	

Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note :
 (1) PAN would not be displayed on website of Stock Exchanges
 (2) The term 'Encumbrance' has the same meaning as assigned under regulation 28(3) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

Arvind Limited

Table III - Statement showing shareholding pattern of the Public shareholder

Category & Name of the shareholders	PAN	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii) = Total nos. shares held	(viii) As a % of SCRR, 1957 As a % of Depositor Receipts held	(ix) As a % of Total	(x) = (viii)/(ix)	No. of Shares Underlying convertible securities (including Warrants)	Number of Locked In shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form	
													(a)	(b)	(c)	(d)		
1																		
(a) Institutions																		
Mutual Fund																		
Koark Select Focus Fund	AAAT24475F	25849130	0	0	25849130	0	0	25849130	9.951	0	9.951	0	0.0000	NA	NA	25837617		
Franklin Templeton Mutual Fund A/C Franklin Invt	AAA174531H	5000000	0	0	5000000	0	0	5000000	1.934	0	1.934	0	0.0000	NA	NA	5000000		
Sundaram Mutual Fund A/C Sundaram Select Mid	AAA153554B	4600000	0	0	4600000	0	0	4600000	1.787	0	1.787	0	0.0000	NA	NA	4600000		
Venture Capital Funds																		
Alternate Investment Funds																		
Foreign Venture Capital Investors																		
Foreign Portfolio Investor																		
Nordea 1 Sicav - Emerging Stars Equity Fund	AACM4419K	70426007	0	0	70426007	0	0	70426007	27.2318	0	27.2318	0	0.0000	NA	NA	70404050		
Mutual Private Equity FII																		
Foreign Insurance Corporation Of India	AAGCA9552B	5576324	0	0	5576324	0	0	5576324	2.1562	0	2.1562	0	0.0000	NA	NA	5576324		
Life Insurance Corporation Of India																		
Insurance Companies																		
Provident Funds/ Pension Funds																		
Any Other (Specify)																		
Sub Total (8)(1)		104930252	0	0	104930252	0	0	104930252	40.5736	0	40.5736	0	0.0000	NA	NA	104888653		
2																		
Central Government/ State Government(s)/ President of India																		
Central Government / State Government(s)																		
Sub Total (8)(2)		200	0	0	200	0	0	200	0.0001	0	0.0001	0	0.0000	NA	NA	200		
3																		
Non-Institutions																		
Individuals																		
i. Individual shareholders holding nominal share capital up to Rs. 2 lakhs.																		
ii. Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.																		
NBFCs registered with RBI																		
Employee Trusts																		
Overseas Depositories (holding DRs) (balancing figure)																		
Any Other (Specify)																		
Hindu Undivided Family																		
Non Resident Indians (Non Repat)																		
Non Resident Indians (Repat)																		
Overseas Bodies Corporates																		
Cleaning Member Bodies Corporate																		
Sub Total (8)(3)		26807282	0	0	26807282	0	0	26807282	10.3656	0	10.3656	0	0.0000	NA	NA	23850694		
Total Public Shareholding (8)= (8)(1)+(8)(2)+(8)(3)		104930252	0	0	104930252	0	0	104930252	40.5736	0	40.5736	0	0.0000	NA	NA	104888653		

Details of the shareholders acting as persons in Concert including their Shareholding (No. and %).

No. of Shareholders	No. of Shares

Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/ unclaimed suspense account, voting rights which are frozen etc.

Note :-

- (1) PAN would not be displayed on website of Stock Exchange(s).
- (2) The above format needs to disclose name of all holders holding more than 1% of total number of share;
- (3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as hold by custodian

Arvind Limited

Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder

Category & Name of the shareholders (1)	Nos. of shareholders (iii)	No. of fully paid up equity shares held (iv)	Partly paid-up equity shares held (v)	No. of shares underlying Depository Receipts (vi)	Shareholding % as per SCRR, 1957 As a % of (A+B+C2) (viii) As a % of (A+B+C) (ix)	Number of Voting Rights held in each class of securities		No. of Underlying Shares Outstanding convertible securities (including Warrants) (x)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (xi) = (vii)+(x) / As (xii)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form (xiv)
						No of Voting Rights Class eg: X Y	Total (A+B+C) (ix)			No. (a) (xii)	As a % of total Shares held(b) (xiii)	No. (a) (xiii)	As a % of total Shares held(b) (xiii)	
1 Custodian/DR Holder Employee Benefit Trust (under SEBI (Share based Employee Benefit) Regulations, 2014)	0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0
2 Total Non-Promoter- Non Public Shareholding (C)= (C1)+(C)2	0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0

Note :

- (1) PAN would not be displayed on website of Stock Exchanges).
- (2) The above format needs to disclose name of all holders holding more than 1% of total number of shares
- (3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian.

Post Scheme (Expected) Shareholding Pattern under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

1.	Name of Listed Entity: Arvind Limited
2.	Scrp Code/Name of Scrip/Class of Security: 500101
3.	Share Holding Pattern Filed under: Reg. 31(1)(a)/Reg. 31(1)(b)/Reg.31(1)(c)
	a. If under 31(1)(b) then indicate the report for Quarter ending
	b. If under 31(1)(c) then indicate date of allotment/extinguishment
4.	Declaration: The Listed entity is required to submit the following declaration to the extent of submission of information:-

Particulars	Yes*	No*
1 Whether the Listed Entity has issued any partly paid up shares?		No
2 Whether the Listed Entity has issued any Convertible Securities or Warrants?		No
3 Whether the Listed Entity has any shares against which depository receipts are issued?		No
4 Whether the Listed Entity has any shares in locked-in?		No
5 Whether any shares held by promoters are pledge or otherwise encumbered?	Yes	

* If the Listed Entity selects the option 'No' for the questions above, the columns for the partly paid up shares, Outstanding Convertible Securities/Warrants, depository receipts, locked-in shares, No of shares pledged or otherwise encumbered by promoters, as applicable, shall not be displayed at the time of dissemination on the Stock Exchange website. Also wherever there is 'No' declared by Listed Entity in above table the values will be considered as 'Zero' by default on submission of the format of holding of specified securities.

Arvind Limited

Table 1 - Summary Statement holding of specified securities

Category	Nos. of shareholders	No. of fully paid up equity shares held	No. of Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Shareholding as a % of total no. of shares (calculate as per SCRR, 1957)	Number of Voting Rights held in each class of securities			No. of Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in Shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form
						No of Voting Rights	Class eg: X	Class eg: Y			No. (a)	As a % of total Shares held(b)	No. (a)	As a % of total Shares held(b)	
(I)	(II)	(IV)	(V)	(VI)	(VII) = (VIII) As a % of total no. of shares held	(IX)	(X)	(XI) = (VII)+(X)	(XII)	(XIII)	(XIV)	(XV)	(XVI)	(XVII)	(XVIII)
(A) Promoter & Promoter Group	37	110998894	0	0	110998894	42.9202	0	42.9202	0	0.0000	5550000	5.000000	110998894	0	0.0000
(B) Public	186458	147618175	0	0	147618175	57.0798	0	57.0798	0	0.0000	NA	NA	144405938	0	0.0000
(C) Non Promoter - Non Public	0	0	0	0	0	0.0000	0	0.0000	0	0.0000	NA	NA	0	0	0.0000
(C1) Shares Underlying Dts	0	0	0	0	0	0.0000	0	0.0000	0	0.0000	NA	NA	0	0	0.0000
(C2) Shares Held By Employee Trust	0	0	0	0	0	0.0000	0	0.0000	0	0.0000	NA	NA	0	0	0.0000
Total	186495	258617069	0	0	258617069	100.0000	0	100.0000	0	0.0000	5550000	5.000000	255404832	0	0.0000

Arvind Limited

Table II - Statement showing shareholding pattern of the Promoter and Promoter Group

Category & Name of the shareholders	PAN	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii) = (vi)+(v)+ (vii)-(v)+(vii)-(v)	Shareholding % calculate as per SCRR, 1957 As a % of Total nos. shares held (A+B+C)			Number of Voting Rights held in each class of securities (A+B+C)			No. of Underlying Outstanding convertible securities (including Warrants)	Shareholding - full conversion of convertible securities (as a percentage of diluted share capital) (X)/(Y)+(X)/(A+B+C)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form			
									No. of shareholders	No. of fully paid up equity shares held	No. of Partly paid-up equity shares held	No. of shares underlying Depositor Receipts	Shareholding % (vii)/(vii)+(viii)-(vii)-(v))	Total			Class eg: X, Y	No. (A)	No. (B)	No. (a)		No. (b)	As a % of total Shares held(b)	As a % of total Shares held(b)
1																								
(a)	Indian																							
	Individuals / Hindu Undivided Family																							
	Hansabanu Naranjanbhai Labhai																							
	Swati S. Labhai																							
	Baldevi Manini Bajaj																							
	Sunil Soodbharj Labhai																							
	Vinaya S. Labhai																							
	Taral S. Labhai																							
	Punit Sangbhai																							
	Arsha Labhai																							
	Sanjaybhai Srenkbbhai Labhai																							
	Jayshreeben Sangbhai Labhai																							
	Sunil Soodbharj																							
	Kalpina Shringi Morabhai																							
	JM GPMV P&L																							
(b)	Central Government / State Government(s)																							
(c)	Financial Institutions / Banks																							
(d)	Any Other (Specify)																							
	Bodies Corporate																							
	Aura Securities Private Limited																							
	AAARCT4637N																							
	Amil Employee Welfare Trust																							
	AAARCT4637N																							
	Amul Limited																							
	AAARCT4637N																							
	Asaram Holdings Private Limited																							
	AAARCT4637N																							
	Amazon Investments Private Limited																							
	AAARCT4637N																							
	Aura Business Ventures Ltd																							
	AAARCT4637N																							
	Labhai Realty Finance Private Limited																							
	AAARCT4637N																							
	Aeon Investments Private Limited																							
	AAARCT4637N																							
	Adore Investments Private Limited																							
	AAARCT4637N																							
	Anusandhan Investments Limited																							
	AAARCT4637N																							
	Arundeeep Holdings Private Limited																							
	AAARCT4637N																							
	Asaplan Resources Private Ltd																							
	AAARCT4637N																							
	Adhvaani Investments Private Limited																							
	AAARCT4637N																							
	Alekhya Holdings Private Limited																							
	AAARCT4637N																							
	Aura Merchandise Pvt. Ltd																							
	AAARCT4637N																							
	Aura Securities Pvt Ltd																							
	AAARCT4637N																							
	Fast Credit Consulting Pvt.Ltd.																							
	AAARCT4637N																							
	Sub Total (A)(1)																							
	Foreign																							
(A)	Individuals (Non-Resident Individuals / Foreign Individuals)																							
(B)	Government																							
(C)	Institutions																							
(D)	Foreign Portfolio Investor																							
(E)	Any Other (Specify)																							
	Sub Total (A)(2)																							
	Total Shareholding Of Promoter And Promoter Group (A)+(B)+(C)+(D)+(E)																							
	Sub Total (A)(1)																							
	Sub Total (A)(2)																							

Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note:

(1) PAN would not be displayed on website of Stock Exchange(s)

(2) The term 'Encumbrance' has the same meaning as assigned under regulation 28(3) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

Arund Limited

Table III - Statement showing shareholding pattern of the Public shareholder

Category & Name of the shareholders	PAN	Nos. of shareholders	No. of fully paid-up equity shares held	Partly paid-up equity shares	No. of shares underlying Depository Receipts	Shareholding % as per SCRR, 1957 As a % of (A+B+C)	Number of Voting Rights of securities			No. of Shares Underlying convertible securities (including Warrants)	Shareholding % assuming full conversion of convertible securities (as a percentage of diluted share capital) (vi)-(ix)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialized form
							No. of Voting Rights	Class eq. X 'y	Total			No. (a)	As a % of total Shares held(b)	No. (z)	As a % of total Shares held(b)	
1. Institutions	(i)	(ii)	(iv)	(v)	(vi)	(viii) As a % of (A+B+C)	(vii) As a % of (A+B+C)	(ix)	(x)	(xi)-(ix)	(xii)	(xiii)	(xiv)	(xv)	(xvi)	
(a) Mutual Fund		84	25849330	0	25849330	9.9951	25849330	0	25849330	0	9.9951	0	0.0000	NA	NA	25837617
Kotak Select Focus Fund	AAAT164475F		5000000	0	5000000	1.9334	5000000	0	5000000	0	1.9334	0	0.0000	NA	NA	5000000
Franklin Templeton Mutual Fund A/C Franklin India	AAAAT18931H		4600000	0	4600000	1.7787	4600000	0	4600000	0	1.7787	0	0.0000	NA	NA	4600000
Sundaram Mutual Fund A/C Sundaram Select Mid	AAAAT52548E		3542377	0	3542377	1.4084	3542377	0	3542377	0	1.4084	0	0.0000	NA	NA	3542377
Venture Capital Funds		0	0	0	0	0.0000	0	0	0	0	0.0000	0	0.0000	NA	NA	0
(c) Alternate Investment Funds		1	6600	0	6600	0.0026	6600	0	6600	0	0.0026	0	0.0000	NA	NA	6600
(d) Foreign Venture Capital Investors		0	0	0	0	0.0000	0	0	0	0	0.0000	0	0.0000	NA	NA	0
(e) Foreign Portfolio Investor		217	70426007	0	70426007	27.2318	70426007	0	70426007	0	27.2318	0	0.0000	NA	NA	70404050
Horizon 1 Socy - Emerging Stars Equity Fund	AACCN441BK		5576524	0	5576524	2.1562	5576524	0	5576524	0	2.1562	0	0.0000	NA	NA	5576524
Multiples Private Equity FII	AAGCM9052B		4942792	0	4942792	1.9110	4942792	0	4942792	0	1.9110	0	0.0000	NA	NA	4942792
Financial Institutions / Banks		62	8648515	0	8648515	3.3441	8648515	0	8648515	0	3.3441	0	0.0000	NA	NA	8640386
Life Insurance Corporation Of India	AAACD0582H		8428439	0	8428439	3.2590	8428439	0	8428439	0	3.2590	0	0.0000	NA	NA	8428439
(g) Insurance Companies		0	0	0	0	0.0000	0	0	0	0	0.0000	0	0.0000	NA	NA	0
(h) President Funds/ Pension Funds		0	0	0	0	0.0000	0	0	0	0	0.0000	0	0.0000	NA	NA	0
(i) Any Other (Specify)		0	0	0	0	0.0000	0	0	0	0	0.0000	0	0.0000	NA	NA	0
Sub Total (B)(1)		364	104930252	0	104930252	40.5736	104930252	0	104930252	0	40.5736	0	0.0000	NA	NA	104886653
Central Government/ State Government(s)																
President of India																
2																
Central Government / State Government(s)																
Sub Total (B)(2)		1	200	0	200	0.0001	200	0	200	0	0.0001	0	0.0000	NA	NA	200
3																
Non-Institutions																
(a) Individuals																
i. Individual shareholders holding nominal share capital up to Rs. 2 lakhs.		180093	26807782	0	26807782	10.3656	26807782	0	26807782	0	10.3656	0	0.0000	NA	NA	23950694
ii. Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.		80	538164	0	538164	2.0719	538164	0	538164	0	2.0719	0	0.0000	NA	NA	5308164
(b) NBFCs registered with RBI		0	0	0	0	0.0000	0	0	0	0	0.0000	0	0.0000	NA	NA	0
(c) Employee Trusts		0	0	0	0	0.0000	0	0	0	0	0.0000	0	0.0000	NA	NA	0
(d) Overseas Depositories(holding DRs) (balancing figures)		0	0	0	0	0.0000	0	0	0	0	0.0000	0	0.0000	NA	NA	0
(e) Any Other (Specify)		5922	30522277	0	30522277	12.0687	30522277	0	30522277	0	12.0687	0	0.0000	NA	NA	30522277
Trusts		24	1041304	0	1041304	0.4026	1041304	0	1041304	0	0.4026	0	0.0000	NA	NA	1041304
Hindu Undivided Family		2239	1316089	0	1316089	0.5089	1316089	0	1316089	0	0.5089	0	0.0000	NA	NA	1316089
(Non Resident Indians (Non Repat)		663	437769	0	437769	0.1693	437769	0	437769	0	0.1693	0	0.0000	NA	NA	437976
(Non Resident Indians (Repatriate))		1283	983786	0	983786	0.3417	983786	0	983786	0	0.3417	0	0.0000	NA	NA	983786
Overseas Bodies Corporates		1	2900	0	2900	0.0011	2900	0	2900	0	0.0011	0	0.0000	NA	NA	2900
Overseas Bodies Corporates		1	2900	0	2900	0.0011	2900	0	2900	0	0.0011	0	0.0000	NA	NA	2900
Cleaning Member		577	740487	0	740487	0.2863	740487	0	740487	0	0.2863	0	0.0000	NA	NA	740487
Bodies Corporate		1115	6099942	0	6099942	2.3587	6099942	0	6099942	0	2.3587	0	0.0000	NA	NA	6099942
Sub Total (B)(3)		186993	43687723	0	43687723	16.5062	43687723	0	43687723	0	16.5062	0	0.0000	NA	NA	39517085
Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)		186458	147618175	0	147618175	57.0798	147618175	0	147618175	0	57.0798	0	0.0000	NA	NA	144405238

Details of the shareholders acting as persons in Concert including their Shareholding (No. and %):

No. of shareholders	No. of Shares
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Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note :

(1) PAN would not be displayed on website of Stock Exchange(s).

(2) The above format needs to disclose name of all holders holding more than 1% of total number of shares

(3) W. r. t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian.

Arvind Limited

Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder

Category & Name of the shareholders	PAN	Nos. of sharehold-ers	No. of fully paid up equity shares held	Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Shareholding % as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities			No. of Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (X) = (VII)+(X)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form
							No of Voting Rights Class eg: X	Class eg: Y	Total			As a % of total Shares held(b)	No. (a)	As a % of total Shares held(b)	No. (a)	
			(IV)	(V)	(VI)	(VII) As a % of (IV)+(V)+(VI)	(IX)	(X)	(XI)	(XII)	(XIII)	(XIV)				
1. Custodian/DR Holder Employee Benefit Trust (under SEBI (Share based Employee Benefit) Regulations, 2014)		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0	
2. Total Non-Promoter- Non Public Shareholding (C) = (C1)+(C2)		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0	

Note :

- (1) PAN would not be displayed on website of Stock Exchange(s).
- (2) The above format needs to disclose name of all holders holding more than 1% of total number of shares
- (3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian.

Pre Scheme Shareholding Pattern Pre Scheme of Arrangement under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

1.	Name of Entity: Arvind Fashions Limited
2.	Scrip Code/Name of Scrip/Class of Security: Not Listed
3.	Share Holding Pattern Filed under: Reg. 31(1)(a)/Reg. 31(1)(b)/Reg.31(1)(c) a. If under 31(1)(b) then indicate the report for Quarter ending b. If under 31(1)(c) then indicate date of allotment/extinguishment
4.	Declaration: The Listed entity is required to submit the following declaration to the extent of submission of information:-

Particulars	Yes*	No*
1 Whether the Listed Entity has issued any partly paid up shares?		No
2 Whether the Listed Entity has issued any Convertible Securities or Warrants?		No
3 Whether the Listed Entity has any shares against which depository receipts are issued?		No
4 Whether the Listed Entity has any shares in Locked-in?		No
5 Whether any shares held by promoters are pledged or otherwise encumbered?		No

* If the Listed Entity selects the option 'No' for the questions above, the columns for the partly paid up shares, Outstanding Convertible Securities/Warrants, depository receipts, locked-in shares, No of shares pledged or otherwise encumbered by promoters, as applicable, shall not be displayed at the time of dissemination on the Stock Exchange website. Also wherever there is 'No' declared by Listed Entity in above table the values will be considered as 'Zero' by default on submission of the format of holding of specified securities.

Arvind Fashions Limited

Table I - Summary Statement holding of specified securities Pre Scheme of Arrangement

Category	(i)	(ii)	(iii)	Nos. of shareholders	No. of fully paid up equity shares held (IV)	No. of Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Shareholding as a % of total no. of shares (calculate as per SCRR, 1957) (VII) =	Number of Voting Rights held in each class of securities			No. of Shares Underlying convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form (XIV)
									No of Voting Rights	Class eg: X	Class eg: Y			Total (A+B+C)	As a % of total Shares held(b)	No. (a)	As a % of total Shares held(b)	
(A)	Promoter & Promoter Group	1	103906759	0	0	103906759	89.69%	0	103906759	89.69%	0	0.00%	0	0.00%	0	0.00%	103906759	
(B)	Public	3	11944695	0	0	11944695	10.31%	0	11944695	10.31%	0	0.00%	0	0.00%	0	0.00%	11944695	
(C)	Non Promoter - Non Public	0	0	0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	
(C1)	Shares Underlying DRs	0	0	0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	
(C2)	Shares Held By Employee Trust	0	0	0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	
	Total	4	115851454	0	0	115851454	100.00%	0	115851454	100.00%	0	0.00%	0	0.00%	0	0.00%	115851454	

Arvind Fashions Limited

Table II - Statement showing shareholding pattern of the Promoter and Promoter Group Pre Scheme of Arrangement

1	Category & Name of the shareholders	(i)	(ii)	Nos. of shareholders	No. of fully paid up equity shares held	Partly paid-up equity shares held	No. of underlying Depository Receipts	Shareholding % as per SCRR, 1957 As a % of (A+B+C2) (VII) As a	Number of Voting Rights held in each class of securities		No. of Shares Underlying convertible securities (including Warrants) (X)	Shareholding % as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI)=(VII)+(X)	Number of Locked in Shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form (XIV)	
									Class eg: X	Class eg: Y Total			No. (a)	As a % of total Shares held(b)	No. (a)	As a % of total Shares held(b)		
																		(IX)
1	Indian																	
(a)	Individuals / Hindu Undivided Family			0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
(b)	Central Government / State Government(s)			0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
(c)	Financial Institutions / Banks			0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
(d)	Any Other (Specify)			1	103906759	0	0	89.69%	103906759	0	103906759	89.69%	0	0.00%	0	0.00%	0	103906759
	Arvind Limited		AABCA2398D	1	103906759	0	0	89.69%	103906759	0	103906759	89.69%	0	0.00%	0	0.00%	0	103906759
	Sub Total (A)(1)			1	103906759	0	0	89.69%	103906759	0	103906759	89.69%	0	0.00%	0	0.00%	0	103906759
2	Foreign																	
(a)	Individuals (Non-Resident Individuals / Foreign Individuals)			0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
(b)	Government			0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
(c)	Institutions			0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
(d)	Foreign Portfolio Investor			0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
(e)	Any Other (Specify)			0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
	Sub Total (A)(2)			0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
	Total Shareholding Of Promoter And Promoter Group (A)=(A)(1)+(A)(2)			1	103906759	0	0	89.69%	103906759	0	103906759	89.69%	0	0.00%	0	0.00%	0	103906759

Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note :

(1) PAN would not be displayed on website of Stock Exchange(s)

(2) The term 'Encumbrance' has the same meaning as assigned under regulation 28(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

Arvind Fashions Limited

Table III - Statement showing shareholding pattern of the Public shareholder Pre Scheme of Arrangement

Category & Name of the shareholders	PAN	Nos. of shareholders	No. of fully paid up equity shares held	Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Shareholding % as per SCRR, 1957 As a % of (A+B+C)	Number of Voting Rights held in each class of securities		No. of Shares Underlying convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in Shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form
							No of Voting Rights Class eg: X	Total Class eg: Y/Total (A+B+C)			No. (a)	As a % of total Shares held(b)	No. (a)	As a % of total Shares held(b)	
1															
(a) Institutions															
(b) Mutual Fund															
(c) Venture Capital Funds															
(d) Alternative Investment Funds															
(e) Foreign Venture Capital Investors															
(f) Foreign Portfolio Investor															
(g) Financial Institutions / Banks															
(h) Insurance Companies															
(i) Provident Funds / Pension Funds															
(j) Any Other (Specify)															
(k) Indian Private Equity Investors															
(l) Foreign Private Equity Investors															
Sub Total (B)(2)															
2. Central Government/ State Government(s)/ President of India															
Central Government / State Government(s)															
Sub Total (B)(2)															
3. Non-Institutions															
(a) Individuals															
(i) Individual shareholders holding nominal share capital up to Rs. 2 lakhs.															
(ii) Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.															
(b) NBFCs registered with RBI															
(c) Employee Trusts															
(d) Overseas Depositories/Holding DRs (Debiting figure)															
(e) Any Other (Specify)															
(f) Trusts															
(g) Hindu Undivided Family															
(h) Non Resident Indians (Non Repat)															
(i) Non Resident Indians (Repatriation)															
(j) Overseas Bodies Corporates															
(k) Clearing Member															
(l) Bodies Corporate															
Sub Total (B)(3)															
Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)															

Details of the shareholders acting as persons in Concert including their Shareholding (No. and %):

No. of shareholders	No. of Shares
---------------------	---------------

Details of Shares which remain unclaimed may be given here along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note :

- (1) PAN would not be displayed on website of Stock Exchange(s).
- (2) The above format needs to disclose name of all holders holding more than 1% of total number of shares
- (3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian

Arvind Fashions Limited
Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder Pre Scheme of Arrangement

Category & Name of the shareholders (I)	Nos. of sharehold-ers (II)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Sharehold- ing % calculated as per SCRR, 1957 As a % of (A+B+C2) (VII) As a % of (A+B+C) (X)	Number of Voting Rights held in each class of securities			Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI)= (VII)+(X) As a % of (A+B+C) (XII)	Number of Locked in shares No. (a) (XIII)	Number of Shares pledged or otherwise encumbered No. (a) (XIV)	Number of equity shares held in demateri- alised form (XV)
						No of Voting Rights		Total as a % of (A+B+C) (X)				
						Class eg: X	Class eg: Y					
Custodian/DR Holder Employee Benefit Trust (Share based Employee Benefit) Regulations, 2014		0	0	0	0.00%	0	0	0.00%	0	0	0.00%	0
Total Non-Promoter- Non Public Shareholding (C)= (C1)+(C)2		0	0	0	0.00%	0	0	0.00%	0	0	0.00%	0

Note :

- (1) PAN would not be displayed on website of Stock Exchange(s).
- (2) The above format needs to disclose name of all holders holding more than 1% of total number of shares
- (3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian.

Post Scheme (Expected) Shareholding Pattern Post Scheme of Arrangement under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

1.	Name of Entity: Arvind Fashions Limited
2.	Scrip Code/Name of Scrip/Class of Security: Not Listed
3.	Share Holding Pattern Filed under: Reg. 31(1)(a)/Reg. 31(1)(b)/Reg.31(1)(c)
	a. If under 31(1)(b) then indicate the report for Quarter ending
	b. If under 31(1)(c) then indicate date of allotment/extinguishment
4.	Declaration: The Listed entity is required to submit the following declaration to the extent of submission of information:-

	Yes*	No*
1		No
2		No
3		No
4		No
5		No

* If the Listed Entity selects the option 'No' for the questions above, the columns for the partly paid up shares, Outstanding Convertible Securities/Warrants, depository receipts, locked-in shares, No of shares pledged or otherwise encumbered by promoters, as applicable, shall not be displayed at the time of dissemination on the Stock Exchange website. Also wherever there is 'No' declared by Listed Entity in above table the values will be considered as 'Zero' by default on submission of the format of holding of specified securities.

Arvind Fashions Limited

Table I - Summary Statement holding of specified securities Post Scheme of Arrangement

Category	Nos. of shareholders	No. of fully paid up equity shares held	No. of Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Shareholding as a % of total no. of shares (calculate as per SCRR, 1957)	Number of Voting Rights held in each class of securities			No. of Shares Underlying convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form
						No. of Voting Rights Class eg: X	Class eg: Y	Total			As a % of total Shares held(a)	As a % of total Shares held(b)	As a % of total Shares held(a)	As a % of total Shares held(b)	
(A) Promoter & Promoter Group	37	22199779	0	22199779	38.48%	0	22199779	22199779	38.48%	0	0.00%	0	0.00%	22199779	
(B) Public	186461	35495983	0	0	61.52%	0	35495983	35495983	61.52%	0	0.00%	0	0.00%	34853535	
(C) Non Promoter - Non Public	0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	
(C1) Shares Underlying DRs	0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	
(C2) Shares Held By Employee Trust	0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	
Total	186498	57695762	0	0	100.00%	57695762	57695762	22199779	100.00%	0	0.00%	0	0.00%	57053314	

Arvind Fashions Limited

Table II - Statement showing shareholding pattern of the Promoter and Promoter Group Post Scheme of Arrangement

Sl. No.	Category & Name of the shareholders	PAN	(iii)	(iv)	(v)	(vi)	(vii) As a % of Total nos. Depositor shares held	(viii) As a % of 1957 As a % of (A+B+C)	Number of Voting Rights held in each class		(x)	Shareholding - as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialized form (xxv)						
									Nos. of sharehold-ers	No. of fully paid up equity shares held			Partly paid-up equity shares held	No. of shares underlying Depositor Receipts	Total nos. Depositor shares held	No. of Voting Rights		Class eg: X	Class eg: Y	Total (A+B+C)	As a % of total Shares held (b)	As a % of total Shares held (a)	As a % of total Shares held (c)
1	Indian																						
(a)	Individuals / Hindu Undivided Family		17	15169	0	0	15269	0.03%	15269	0	0.03%	0	0.00%	0	0.00%	0	0.00%	15169					
	Hansabhai Nirmangbhai Laibhai	ABCPL8306R	2	7610	0	0	7610	0.01%	7610	0	0.01%	0	0.00%	0	0.00%	0	0.00%	7610					
	Sward S. Laibhai	ABBN16609G	1	1942	0	0	1942	0.00%	1942	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1942					
	Budhraj Mannji Rajvi	ABEPN6750D	1	1380	0	0	1380	0.00%	1380	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1380					
	Sunil Suddharth Laibhai	JAAPL0691R	1	1087	0	0	1087	0.00%	1087	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1087					
	Vinika S. Laibhai	ABCP16407D	2	918	0	0	918	0.00%	918	0	0.00%	0	0.00%	0	0.00%	0	0.00%	918					
	Terati S. Laibhai	AAVPL1610K	1	815	0	0	815	0.00%	815	0	0.00%	0	0.00%	0	0.00%	0	0.00%	815					
	Punit Sanjaybhai	ABBN11367R	1	743	0	0	743	0.00%	743	0	0.00%	0	0.00%	0	0.00%	0	0.00%	743					
	Ashita Laibhai	ACPP18308R	1	385	0	0	385	0.00%	385	0	0.00%	0	0.00%	0	0.00%	0	0.00%	385					
	Sanyashai Shrenikbhai Laibhai	ABCP16596P	3	313	0	0	313	0.00%	313	0	0.00%	0	0.00%	0	0.00%	0	0.00%	313					
	Jayshreeben Sanjaybhai Laibhai	JAAPL1408A	2	69	0	0	69	0.00%	69	0	0.00%	0	0.00%	0	0.00%	0	0.00%	69					
	Sunil Suddharth	AAKPH5242F	1	4	0	0	4	0.00%	4	0	0.00%	0	0.00%	0	0.00%	0	0.00%	4					
	Kajpana Shripal Morakala	JAPDM976ZE	1	2	0	0	2	0.00%	2	0	0.00%	0	0.00%	0	0.00%	0	0.00%	2					
	Others		0	0	0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0					
(b)	Central Government / State Government(s)		0	0	0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0					
(c)	Financial Institutions / Banks		0	0	0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0					
(d)	Any Other (Specify)		20	22184510	0	0	22184510	38.45%	22184510	0	38.45%	0	0.00%	0	0.00%	0	0.00%	22184510					
	Bodies Corporate		20	22184510	0	0	22184510	38.45%	22184510	0	38.45%	0	0.00%	0	0.00%	0	0.00%	22184510					
	Aura Securities Private Limited	AAAT14637N	3	19112362	0	0	19112362	33.13%	19112362	0	33.13%	0	0.00%	0	0.00%	0	0.00%	19112362					
	Ami Employee Welfare Trust	AAAT14230E	2	1265463	0	0	1265463	2.19%	1265463	0	2.19%	0	0.00%	0	0.00%	0	0.00%	1265463					
	Atul Limited	ABCA13500M	1	825494	0	0	825494	1.43%	825494	0	1.43%	0	0.00%	0	0.00%	0	0.00%	825494					
	Agam Holdings Private Limited	AAACA3895C	1	375752	0	0	375752	0.65%	375752	0	0.65%	0	0.00%	0	0.00%	0	0.00%	375752					
	Amazon Investments Private Limited	AAACA3610K	1	230592	0	0	230592	0.40%	230592	0	0.40%	0	0.00%	0	0.00%	0	0.00%	230592					
	Aura Business Ventures Lip	ABHFA4395M	1	162000	0	0	162000	0.28%	162000	0	0.28%	0	0.00%	0	0.00%	0	0.00%	162000					
	Laibhai Realty Finance Private Limited	AAACL1931N	1	91000	0	0	91000	0.16%	91000	0	0.16%	0	0.00%	0	0.00%	0	0.00%	91000					
	Aeon Investments Private Limited	AAACA3605D	1	35849	0	0	35849	0.06%	35849	0	0.06%	0	0.00%	0	0.00%	0	0.00%	35849					
	Adore Investments Private Limited	AAACA3595M	1	26459	0	0	26459	0.05%	26459	0	0.05%	0	0.00%	0	0.00%	0	0.00%	26459					
	Anusandhan Investments Limited	AAACA4013C	1	23000	0	0	23000	0.04%	23000	0	0.04%	0	0.00%	0	0.00%	0	0.00%	23000					
	Amardeepo Holdings Private Limited	AAACA3609C	1	18850	0	0	18850	0.03%	18850	0	0.03%	0	0.00%	0	0.00%	0	0.00%	18850					
	Rayojan Resources Private Ltd	AAACA3895Q	1	16901	0	0	16901	0.03%	16901	0	0.03%	0	0.00%	0	0.00%	0	0.00%	16901					
	Adhinani Investments Private Limited	AAACA7790D	1	1200	0	0	1200	0.00%	1200	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1200					
	Alakha Holdings Private Limited	AAACA3600M	1	27	0	0	27	0.00%	27	0	0.00%	0	0.00%	0	0.00%	0	0.00%	27					
	Aura Merchandise Pvt. Ltd	AAACA0875G	1	20	0	0	20	0.00%	20	0	0.00%	0	0.00%	0	0.00%	0	0.00%	20					
	Aura Securities Pvt Ltd	ABBF4A10ZH	1	20	0	0	20	0.00%	20	0	0.00%	0	0.00%	0	0.00%	0	0.00%	20					
	Fast Credit Consulting Pvt. Ltd.	AAACF701A	1	20	0	0	20	0.00%	20	0	0.00%	0	0.00%	0	0.00%	0	0.00%	20					
	Sub Total (A)(1)		37	22199779	0	0	22199779	38.48%	22199779	0	38.48%	0	0.00%	0	0.00%	0	0.00%	22199779					
	Foreign							0.00%			0.00%	0	0.00%	0	0.00%	0	0.00%	0					
2	Individuals (Non-Resident Individuals / Foreign Individuals)		0	0	0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0					
(a)	Government		0	0	0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0					
(b)	Institutions		0	0	0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0					
(c)	Foreign Portfolio Investor		0	0	0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0					
(d)	Any Other (Specify)		0	0	0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0					
(e)	Sub Total (A)(2)		0	0	0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0					
	Total Shareholding Of Promoter And Promoter Group (A)= (A)(1)+(A)(2)		37	22199779	0	0	22199779	38.48%	22199779	0	38.48%	0	0.00%	0	0.00%	0	0.00%	22199779					

Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note :
 (1) PAN would not be displayed on website of Stock Exchange(s)
 (2) The term 'Encumbrance' has the same meaning as assigned under regulation 28(3) of SEB (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

Arvind Fashions Limited

Table III - Statement showing shareholding pattern of the Public shareholder Post Scheme of Arrangement

Sl. No.	Category & Name of the shareholders	PAN	No. of shares held	Partly paid up equity shares held	No. of shares underlying Depository Receipts	Shareholding % as per SCRR, 1957 As a % of Total nos. of equity shares held (A+B+C)	Number of Voting Rights held in each class of securities			No. of Underlying convertible securities (including Warrants)	Shareholding as a % assuming full conversion of convertible securities as a percentage of diluted share capital	Number of Locked in shares		Number of Shares pledged or encumbered	Number of equity shares held in dematerialised form
							No. of Voting Rights					As a % of total Shares held(B)	As a % of total Shares held(B)		
							Class as per ISEX	Class as per II	Total (A+B+C)						
1	Institutions														
(a)	Mutual Fund														
	Kotak Select Focus Fund	AAATK4475F	84	5169826	0	8.96%	5169826	0	8.96%	0	0.00%	0	0.00%	5167523	0
	Franklin Templeton Mutual Fund A/C Franklin In	AAAT14931H	1000000	3000000	0	1.73%	3000000	0	1.73%	0	0.00%	0	0.00%	3000000	0
	Sundaram Mutual Fund A/C Sundaram Select M	AAAT5254B	920000	920000	0	1.59%	920000	0	1.59%	0	0.00%	0	0.00%	920000	0
(b)	Venture Capital Funds														
	Alterra Investment Funds		728475	728475	0	1.28%	728475	0	1.28%	0	0.00%	0	0.00%	728475	0
(c)	Foreign Venture Capital Investors														
	Foreign Portfolio Investor		1320	1320	0	0.00%	1320	0	0.00%	0	0.00%	0	0.00%	1320	0
(d)	Foreign Institutional Investor														
	India 1 Secur - Emerging Stars Equity Fund	AACN64459E	14085201	14085201	0	24.41%	14085201	0	24.41%	0	0.00%	0	0.00%	14080610	0
	Multiple Private Equity Fd I	AAGCM0657B	1115265	1115265	0	1.93%	1115265	0	1.93%	0	0.00%	0	0.00%	1115265	0
(f)	Financial Institutions / Banks														
	Life Insurance Corporation Of India	AAAC10562H	1729703	1729703	0	3.00%	1729703	0	3.00%	0	0.00%	0	0.00%	1729077	0
(g)	Insurance Companies														
	Provident Funds/ Pension Funds		1685688	1685688	0	2.92%	1685688	0	2.92%	0	0.00%	0	0.00%	1685688	0
(h)	Any Other (Specify)														
	Foreign Bank		0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0
	UTI		0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0
	Indian Private Equity Investors		417924	417924	0	0.72%	417924	0	0.72%	0	0.00%	0	0.00%	417924	0
	Foreign Private Equity Investors		5554424	5554424	0	9.63%	5554424	0	9.63%	0	0.00%	0	0.00%	5554424	0
	Sub Total (B)(1)		368	26756824	0	46.38%	26756824	0	46.38%	0	0.00%	0	0.00%	26748504	0
2	Central Government/ State Government(s)/ President of India		0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0
	Central Government / State Government(s)		40	40	0	0.00%	40	0	0.00%	0	0.00%	0	0.00%	40	0
	Sub Total (B)(2)		40	40	0	0.00%	40	0	0.00%	0	0.00%	0	0.00%	40	0
3	Non-Institutions														
(a)	Individuals														
	Individual shareholders holding nominal share capital up to Rs. 2 lakhs.		5361456	5361456	0	9.29%	5361456	0	9.29%	0	0.00%	0	0.00%	4770139	0
	Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.		1071633	1071633	0	1.86%	1071633	0	1.86%	0	0.00%	0	0.00%	1061633	0
(b)	NBFCs registered with RBI		0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0
(c)	Employee Trusts		0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0
(d)	Overseas Depository/Holding (DRs) (balancing figure)		0	0	0	0.00%	0	0	0.00%	0	0.00%	0	0.00%	0	0
(e)	Any Other (Specify)														
	Trusts		2104455	2104455	0	3.65%	2104455	0	3.65%	0	0.00%	0	0.00%	2071645	0
	Hindu Undivided Family		208261	208261	0	0.36%	208261	0	0.36%	0	0.00%	0	0.00%	208261	0
	Non Resident Indians (Non Repat)		263218	263218	0	0.46%	263218	0	0.46%	0	0.00%	0	0.00%	263218	0
	Non Resident Indians (Repatri)		87554	87554	0	0.15%	87554	0	0.15%	0	0.00%	0	0.00%	87015	0
	Overseas Bodies (Corporate)		176757	176757	0	0.31%	176757	0	0.31%	0	0.00%	0	0.00%	144486	0
	Clearing Member		580	580	0	0.00%	580	0	0.00%	0	0.00%	0	0.00%	580	0
	Bodies Corporate		148097	148097	0	0.26%	148097	0	0.26%	0	0.00%	0	0.00%	148097	0
	Sub Total (B)(3)		186093	8637545	0	14.80%	8637545	0	14.80%	0	0.00%	0	0.00%	8593417	0
	Total Public Shareholding (B)-(B)(1)-(B)(2)+(B)(3)		384461	35495983	0	61.52%	35495983	0	61.52%	0	0.00%	0	0.00%	34853535	0

Details of the shareholders acting as persons in Concert including their Shareholding (No. and %):

No. of shareholders	No. of Shares
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Details of Shares which remain unclaimed may be given here along with details such as number of shareholders, outstanding shares held in demat/undaimed suspense account, voting rights which are frozen etc.

- Note :
- (1) PAN would not be displayed on website of Stock Exchange(s).
 - (2) The above format needs to disclose name of all holders holding more than 1% of total number of shares
 - (3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian

Arvind Fashions Limited

Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder Post Scheme of Arrangement

S.No.	Category & Name of the shareholders	PAN	Nos. of shareholders	No. of fully paid up equity shares held	Partly paid-up equity shares held	No. of underlying Depository Receipts shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities			No. of Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form
								No of Voting Rights Class eg:-X, Class eg:-y Total	Total as a % of (A+B+C)	No. (a)			As a % of total Shares held(b)	No. (a)	As a % of total Shares held(b)		
																(IX)	
1	Custodian/DR Holder Employee Benefit Trust (under SEBI (Share based Employee Benefit) Regulations, 2014)		(ii)	(iii)	(iv)	(v)	(vi) = (iv)+(v)+ (vi)	(viii) As a % of (A+B+C2)	(ix)	(x)	(xi) = (vii)+(x) As a % of (A+B+C2)	(xii)	(xiii)	(xiv)	0		
2	Total Non-Promoter- Non Public Shareholding (C)= (C1)+(C2)			0	0	0	0	0.00%	0	0	0.00%	0	0	0	0		

Note :

- (1) PAN would not be displayed on website of Stock Exchange(s).
- (2) The above format needs to disclose name of all holders holding more than 1% of total number of shares
- (3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian

Resulting Company 2

Pre Scheme Shareholding Pattern

Pre Scheme Shareholding Pattern Pre Scheme of Arrangement under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements), 2015

1.	Name of Listed Entity: Anveshan Heavy Engineering Limited
2.	Scrip Code/Name of Scrip/Class of Security: 500101
3.	Share Holding Pattern Filed under: Reg. 31(1)(a)/Reg. 31(1)(b)/Reg.31(1)(c)
	a. If under 31(1)(b) then indicate the report for Quarter ending
	b. If under 31(1)(c) then indicate date of allotment/extinguishment
4.	Declaration: The Listed entity is required to submit the following declaration to the extent of submission of information:-

Particulars	Yes*	No*
1 Whether the Listed Entity has issued any partly paid up shares?		No
2 Whether the Listed Entity has issued any Convertible Securities or Warrants?		No
3 Whether the Listed Entity has any shares against which depository receipts are issued?		No
4 Whether the Listed Entity has any shares in locked-in?		No
5 Whether any shares held by promoters are pledge or otherwise encumbered?		No

* If the Listed Entity selects the option 'No' for the questions above, the columns for the partly paid up shares, Outstanding Convertible Securities/Warrants, depository receipts, locked-in shares, No of shares pledged or otherwise encumbered by promoters, as applicable, shall not be displayed at the time of dissemination on the Stock Exchange website. Also wherever there is 'No' declared by Listed Entity in above table the values will be considered as 'Zero' by default on submission of the format of holding of specified securities.

Anveshan Heavy Engineering Limited

Table I - Summary Statement holding of specified securities Pre Scheme of Arrangement

Category	(i) Category of shareholder	(ii) Nos. of shareholders	(iii) No. of fully paid up equity shares held	(iv) No. of fully paid up equity shares held	(v) No. of Partly paid-up equity shares held	(vi) No. of shares underlying Depository Receipts	(vii) Total nos. shares held	(viii) Shareholding as a % of total no. of shares (calculate as per SCRR, 1957)	(ix) Number of Voting Rights held in each class of securities			(x) No. of Shares Underlying convertible securities (including Warrants)	(xi) Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	(xii) Number of Locked in shares		(xiii) Number of Shares pledged or otherwise encumbered		(xiv) Number of equity shares held in dematerialised form
									(a) Class eg: X	(b) Class eg: Y	(c) Total			(a) No. (a)	(b) held(b)	(a) No. (a)	(b) held(b)	
(A)	Promoter & Promoter Group	7	50000	50000	0	0	50000	100.00%	50000	0	0	100.00%	0	0	0	0	0	0
(B)	Public	0	0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0	0	0
(C)	Non Promoter - Non Public	0	0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0	0	0
(C1)	Shares Underlying DRs	0	0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0	0	0
(C2)	Shares Held By Employee Trust	0	0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0	0	0
	Total	7	50000	50000	0	0	50000	100.00%	50000	0	0	100.00%	0	0	0	0	0	0

Anveshan Heavy Engineering Limited
Table II - Statement showing shareholding pattern of the Promoter and Promoter Group Pre Scheme of Arrangement

1	Category & Name of the shareholders (i)	PAN (ii)	Nos. of shareholders (iii)	No. of fully paid up equity shares held (iv)	Partly paid-up equity shares held (v)	No. of shares underlying Depository receipts held (vi)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) X (viii) As a (viii) As a	Number of Voting Rights held in each class of securities			No. of Shares Underlying Outstanding convertible securities (including Warrants) (x)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted Share capital) (xi)=(vii)+(x)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form (xiv)	
								No of Voting Rights	Class eg: y	Total (A+B+C)			As a % of total Shares held(b)	No. (a)	As a % of total Shares held(b)	No. (a)		As a % of total Shares held(b)
(a)	Indian Individuals / Hindu Undivided Family		7	50000	0	0	50000	100.00%	0	50000	100.00%	0	0.00%	0	0.00%	0		
		ABCPL6596P	1	49994	0	0	49994	99.99%	1564	99.99%	99.99%	0	0.00%	0	0.00%	0		
	Others		6	6	0	0	6	0.01%	345	0.01%	0.01%	0	0.00%	0	0.00%	0		
(b)	Central Government / State Government(s)		0	0	0	0	0	0.00%	0	0.00%	0.00%	0	0.00%	0	0.00%	0		
(c)	Financial Institutions / Banks		0	0	0	0	0	0.00%	0	0.00%	0.00%	0	0.00%	0	0.00%	0		
(d)	Any Other (Specify)		0	0	0	0	0	0.00%	0	0.00%	0.00%	0	0.00%	0	0.00%	0		
	Sub Total (A)(1)		7	50000	0	0	50000	100.00%	50000	100.00%	100.00%	0	0.00%	0	0.00%	0		
2	Foreign																	
(a)	Individuals (Non-Resident Individuals / Foreign Individuals)		0	0	0	0	0	0.00%	0	0.00%	0.00%	0	0.00%	0	0.00%	0		
(b)	Government		0	0	0	0	0	0.00%	0	0.00%	0.00%	0	0.00%	0	0.00%	0		
(c)	Institutions		0	0	0	0	0	0.00%	0	0.00%	0.00%	0	0.00%	0	0.00%	0		
(d)	Foreign Portfolio Investor		0	0	0	0	0	0.00%	0	0.00%	0.00%	0	0.00%	0	0.00%	0		
(e)	Any Other (Specify)		0	0	0	0	0	0.00%	0	0.00%	0.00%	0	0.00%	0	0.00%	0		
	Sub Total (A)(2)		0	0	0	0	0	0.00%	0	0.00%	0.00%	0	0.00%	0	0.00%	0		
	Total Shareholding Of Promoter And Promoter Group (A)= (A)(1)+(A)(2)		7	50000	0	0	50000	100.00%	50000	100.00%	100.00%	0	0.00%	0	0.00%	0		

Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note :
 (1) PAN would not be displayed on website of Stock Exchange(s)
 (2) The term 'Encumbrance' has the same meaning as assigned under regulation 28(3) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

Anveshan Heavy Engineering Limited

Table III - Statement showing shareholding pattern of the Public shareholder Pre Scheme of Arrangement

1	Category & Name of the shareholders (I)	PAN (II)	Nos. of sharehold-ers (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = (IV)+(V)+(VI)	Sharehold- ing % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII) As a	Number of Voting Rights		No. of Shares Underlying Outstanding convertible securities (including Warrants) (IX)	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (X) = [(VII)+(X)]	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form (XIV)
									Class eg: X	Y/Total (XI)			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	
Institutions																	
(a)	Mutual Fund		0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0
(b)	Venture Capital Funds		0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0
(c)	Alternate Investment Funds		0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0
(d)	Foreign Venture Capital Investors		0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0
(e)	Foreign Portfolio Investor		0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0
(f)	Financial Institutions / Banks		0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0
(g)	Insurance Companies		0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0
(h)	Provident Funds/ Pension Funds		0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0
(i)	Any Other (Specify)		0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0
Sub Total (BN1)																	
Central Government/ State Government(s)/																	
President of India																	
Central Government / State Government(s)																	
Sub Total (BN2)																	
Non-Institutions																	
(a)	Individuals																
	i. Individual shareholders holding nominal share capital up to Rs. 2 lakhs.		0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0
	ii. Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.		0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0
(b)	NBFCs registered with RBI		0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0
(c)	Employee Trusts		0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0
(d)	Overseas Depositories (holding DRs) (balancing figure)		0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0
(e)	Any Other (Specify)		0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0
Hindu Undivided Family																	
Non Resident Indians (Non Repat)																	
Non Resident Indians (Repatriation)																	
Overseas Bodies/ Corporates																	
Cleaning Member																	
Bodies Corporate																	
Sub Total (BN3)																	
Total Public Shareholding (B) = (BN1)+(BN2)+(BN3)																	
			0	0	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0

Details of the shareholders acting as persons in Concert including their Shareholding (No. and %):

No. of shareholders	No. of Shares

Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note :

(1) PAN would not be displayed on website of Stock Exchanges.

(2) The above format needs to disclose name of all holders holding more than 1% of total number of shares

(3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian.

Anveshan Heavy Engineering Limited

Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder Pre Scheme of Arrangement

Category & Name of the shareholders (I)	PAN	(ii)	Nos. of shareholders	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts held (VI)	Total nos. of shares held (VII) = (IV) + (V) + (VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) X (VIII) As a % of (VII) As a	Number of Voting Rights held in each class of securities			No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI)= (VII)+(X)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form (XIV)
									No of Voting Rights	Class eg: X	Total			No. (a)	As a % of total Shares held(b)	No. (a)	As a % of total Shares held(b)	
1 Custodian/DR Holder				0	0	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	
2 Employee Benefit Trust (under SEBI (Share based Employee Benefit) Regulations, 2014)				0	0	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	
Total Non-Promoter- Non Public Shareholding (C)= (C)(1)+(C)(2)				0	0	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	

Note :

- (1) PAN would not be displayed on website of Stock Exchange(s).
- (2) The above format needs to disclose name of all holders holding more than 1% of total number of shares
- (3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian.

Post Scheme (Expected) Shareholding Pattern Post Scheme of Arrangement under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

1.	Name of Listed Entity: Anveshan Heavy Engineering Limited
2.	Scrip Code/Name of Scrip/Class of Security: 500101
3.	Share Holding Pattern Filled under: Reg. 31(1)(a)/Reg. 31(1)(b)/Reg.31(1)(c)
	a. If under 31(1)(b) then indicate the report for Quarter ending
	b. If under 31(1)(c) then indicate date of allotment/extinguishment
4.	Declaration: The Listed entity is required to submit the following declaration to the extent of submission of information:-

Particulars	Yes*	No*
1 Whether the Listed Entity has issued any partly paid up shares?		No
2 Whether the Listed Entity has issued any Convertible Securities or Warrants?		No
3 Whether the Listed Entity has any shares against which depository receipts are issued?		No
4 Whether the Listed Entity has any shares in Locked-in?		No
5 Whether any shares held by promoters are pledged or otherwise encumbered?		No

* If the Listed Entity selects the option 'No' for the questions above, the columns for the partly paid up shares, Outstanding Convertible Securities/Warrants, depository receipts, locked-in shares, No of shares pledged or otherwise encumbered by promoters, as applicable, shall not be displayed at the time of dissemination on the Stock Exchange website. Also wherever there is 'No' declared by Listed Entity in above table the values will be considered as 'Zero' by default on submission of the format of holding of specified securities.

Anveshan Heavy Engineering Limited

Table I - Summary Statement holding of specified securities Post Scheme of Arrangement

Category	Nos. of shareholder	No. of fully paid up equity shares held	No. of partly paid-up equity shares held	No. of underlying Depository Receipts	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities			No. of Underlying convertible securities (including Warrants)	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked In shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form	
						Class eg: X	Class eg: Y	Total			Total as a % of (A+B+C)	As a % of total Shares held(a)	As a % of total Shares held(b)	As a % of total Shares held(a)		As a % of total Shares held(b)
(A) Promoter & Promoter Group	59	4228859	0	0	41.48%	4228859	0	4228859	0	0.00%	0	0	0	0.00%	4167959	
(B) Public	186458	5965103	0	0	58.52%	5965103	0	5965103	0	58.52%	0	0	0	0.00%	5613395	
(C) Non Promoter - Non Public																
(C1) Shares Underlying DRs	0	0	0	0	0.00%	0	0	0	0	0.00%	0	0	0	0.00%	0	
(C2) Shares Held By Employee Trust	0	0	0	0	0.00%	0	0	0	0	0.00%	0	0	0	0.00%	0	
Total	186517	10193962	0	0	100.00%	10193962	0	10193962	0	58.52%	0	0	0	0.00%	9781354	

Anveshan Heavy Engineering Limited

Table II - Statement showing shareholding pattern of the Promoter and Promoter Group Post Scheme of Arrangement

Sl. No.	Category & Name of the shareholders	PAN	Nos. of shareholders	No. of fully paid up equity shares held	Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C)	No. of Voting Rights	No. of Shares Underlying Outstanding convertible securities (including Warrants)		Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialized form
									Class 'e'	Class 'e' / Total		As a % of total Shares held(b)	No. (a)	As a % of total Shares held(b)	No. (a)	
1	Indian															
(a)	Individuals / Hindu Undivided Family															
	Hansabeni Narsinghbhai Lalbhai		39	81753	0	0	81753	0	81753	0.01%	0	0.00%	0	0.00%	0	59717
	Swati S Lalbhai		1	1479	0	0	1479	0.01%	1479	0.00%	0	0.00%	0	0.00%	0	1479
	Badrani Manoj Rajiv		1	360	0	0	360	0.00%	360	0.00%	0	0.00%	0	0.00%	0	360
	Sunil Suddharth Lalbhai		1	256	0	0	256	0.00%	256	0.00%	0	0.00%	0	0.00%	0	256
	Vinita S Lalbhai		1	201	0	0	201	0.00%	201	0.00%	0	0.00%	0	0.00%	0	201
	Punit Sanjaybhai		2	170	0	0	170	0.00%	170	0.00%	0	0.00%	0	0.00%	0	170
	Ashra Lalbhai		1	151	0	0	151	0.00%	151	0.00%	0	0.00%	0	0.00%	0	151
	Santoshbhai Shrenibhai Lalbhai		1	138	0	0	138	0.00%	138	0.00%	0	0.00%	0	0.00%	0	138
	Jayshreebhai Sanyalbhai Lalbhai		1	71	0	0	71	0.00%	71	0.00%	0	0.00%	0	0.00%	0	71
	Sunil Suddharth		2	58	0	0	58	0.00%	58	0.00%	0	0.00%	0	0.00%	0	58
	Kalpana Shripathi Muralikrishna		1	13	0	0	13	0.00%	13	0.00%	0	0.00%	0	0.00%	0	13
	Others		21	78925	0	0	78925	0.77%	78925	0.00%	0	0.00%	0	0.00%	0	78925
(b)	Central Government / State Government(s)		0	0	0	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0
(c)	Financial Institutions / Banks		0	0	0	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0
(d)	Any Other (Specify)		20	4147107	0	0	4147107	40.68%	4147107	40.68%	0	0.00%	0	0.00%	0	4147107
	Bodies Corporate		20	4147107	0	0	4147107	40.68%	4147107	40.68%	0	0.00%	0	0.00%	0	4147107
	Aura Securities Private Limited		3	3551618	0	0	3551618	34.84%	3551618	34.84%	0	0.00%	0	0.00%	0	3551618
	Amil Employee Welfare Trust		2	234345	0	0	234345	2.30%	234345	2.30%	0	0.00%	0	0.00%	0	234345
	Atul Limited		1	152869	0	0	152869	1.50%	152869	1.50%	0	0.00%	0	0.00%	0	152869
	Agam Holdings Private Limited		1	69995	0	0	69995	0.69%	69995	0.69%	0	0.00%	0	0.00%	0	69995
	Amazon Investments Private Limited		1	42702	0	0	42702	0.42%	42702	0.42%	0	0.00%	0	0.00%	0	42702
	Aura Business Ventures LLP		1	30000	0	0	30000	0.29%	30000	0.29%	0	0.00%	0	0.00%	0	30000
	Laibhai Realty Finance Private Limited		1	16852	0	0	16852	0.17%	16852	0.17%	0	0.00%	0	0.00%	0	16852
	Aeon Investments Private Limited		1	6639	0	0	6639	0.07%	6639	0.07%	0	0.00%	0	0.00%	0	6639
	Adore Investments Private Limited		1	4900	0	0	4900	0.05%	4900	0.05%	0	0.00%	0	0.00%	0	4900
	Anusandhan Investments Limited		1	4259	0	0	4259	0.04%	4259	0.04%	0	0.00%	0	0.00%	0	4259
	Amarddeep Holdings Private Limited		1	3491	0	0	3491	0.03%	3491	0.03%	0	0.00%	0	0.00%	0	3491
	Aaryojan Resources Private Ltd		1	20630	0	0	20630	0.20%	20630	0.20%	0	0.00%	0	0.00%	0	20630
	Akshita Holdings Private Limited		1	222	0	0	222	0.00%	222	0.00%	0	0.00%	0	0.00%	0	222
	Aura Merchandise Pvt. Ltd.		1	4	0	0	4	0.00%	4	0.00%	0	0.00%	0	0.00%	0	4
	Aura Securities PVT Ltd		1	4	0	0	4	0.00%	4	0.00%	0	0.00%	0	0.00%	0	4
	Fast Credit Consulting Pvt.Ltd.		1	4	0	0	4	0.00%	4	0.00%	0	0.00%	0	0.00%	0	4
	Aegis Investments Ltd.		1	8568	0	0	8568	0.08%	8568	0.08%	0	0.00%	0	0.00%	0	8568
	Sub Total (AI1)		59	4228859	0	0	4228859	41.48%	4228859	41.48%	0	0.00%	0	0.00%	0	4167959
Z	Foreign															
(a)	Individuals (Non-Resident Individuals / Foreign Individuals)		0	0	0	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0
(b)	Government		0	0	0	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0
(c)	Institutions		0	0	0	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0
(d)	Foreign Portfolio Investor		0	0	0	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0
(e)	Any Other (Specify)		0	0	0	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0
	Sub Total (AI2)		0	0	0	0	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0
	Total Shareholding Of Promoter And Promoter Group (AI)= (AI1+AI2)		59	4228859	0	0	4228859	41.48%	4228859	41.48%	0	0.00%	0	0.00%	0	4167959

Details of Shares which remain unclaimed may be given here along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note:

(1) PAN would not be displayed on website of Stock Exchange(s)

(2) The term 'Encumbrance' has the same meaning as assigned under regulation 28(3) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

Anveshan Heavy Engineering Limited
Table III - Statement showing shareholding pattern of the Public Shareholder Post Scheme of Arrangement

Category & Name of the shareholders	PAN	Nos. of shareholders	No. of fully paid-up equity shares held	Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Shareholding % calculate as per SCRR, 1957 As a % of shares held (A+B+C)	Number of Voting Rights held in each class of securities			No. of Underlying Outstanding convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form
							Class eg: X	Class eg: Y	Total			As a % of total Shares held(B)	No. (A)	No. (B)	No. (A)	
1	Institutions															
(a)	Mutual Fund	84	957375	0	957375	9.39%	957375	0	957375	9.39%	0	0.00%	0	0.00%	0	956949
	Koark Select Focus Fund		185185	0	185185	1.82%	185185	0	185185	1.82%	0	0.00%	0	0.00%	0	185185
	Franklin Templeton Mutual Fund A/C Franklin Ind		170370	0	170370	1.67%	170370	0	170370	1.67%	0	0.00%	0	0.00%	0	170370
	Sundaram Mutual Fund A/C Sundaram Select M		134903	0	134903	1.32%	134903	0	134903	1.32%	0	0.00%	0	0.00%	0	134903
(b)	Venture Capital Funds	0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
(c)	Alternate Investment Funds	1	244	0	244	0.00%	244	0	244	0.00%	0	0.00%	0	0.00%	0	244
(d)	Foreign Venture Capital Investors	0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
(e)	Foreign Portfolio Investor	217	2608371	0	2608371	25.59%	2608371	0	2608371	25.59%	0	0.00%	0	0.00%	0	2607557
	Nandea 1 Star - Emerging Stars Equity Fund		206531	0	206531	2.03%	206531	0	206531	2.03%	0	0.00%	0	0.00%	0	206531
	Multiples Private Equity FII		183048	0	183048	1.80%	183048	0	183048	1.80%	0	0.00%	0	0.00%	0	183048
(f)	Financial Institutions / Banks	65	603647	0	603647	5.92%	603647	0	603647	5.92%	0	0.00%	0	0.00%	0	603647
	Life Insurance Corporation Of India		312164	0	312164	3.06%	312164	0	312164	3.06%	0	0.00%	0	0.00%	0	312164
	The New India Assurance Company Limited		261352	0	261352	2.56%	261352	0	261352	2.56%	0	0.00%	0	0.00%	0	261352
(g)	Insurance Companies	0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
(h)	Provident Funds/ Pension Funds	0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
(i)	Any Other (Specify)	0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
(j)	Sub Total (B)(1)	367	4169638	0	4169638	40.90%	4169638	0	4169638	40.90%	0	0.00%	0	0.00%	0	4146117
2	Central Government/ State Government(s)/ President of India	0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
	Central Government / State Government(s)	1	7	0	7	0.00%	7	0	7	0.00%	0	0.00%	0	0.00%	0	7
	Sub Total (B)(2)	3	7	0	7	0.00%	7	0	7	0.00%	0	0.00%	0	0.00%	0	7
3	Non-Institutions	0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
(a)	Individuals	0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
	i. Individual shareholders holding nominal share capital up to Rs. 2 lakhs.	181005	1190164	0	1190164	11.68%	1190164	0	1190164	11.68%	0	0.00%	0	0.00%	0	999121
	ii. Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.	81	256467	0	256467	2.52%	256467	0	256467	2.52%	0	0.00%	0	0.00%	0	196599
(b)	NBFCs registered with RBI	0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
(c)	Employee Trusts	0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
(d)	Overseas Depositors (holding DRs) (balancing figure)	0	0	0	0	0.00%	0	0	0	0.00%	0	0.00%	0	0.00%	0	0
(e)	Any Other (Specify)	5927	406843	0	406843	3.99%	406843	0	406843	3.99%	0	0.00%	0	0.00%	0	389567
	Trusts	25	38602	0	38602	0.38%	38602	0	38602	0.38%	0	0.00%	0	0.00%	0	38602
	Hindu Undivided Family	2241	52762	0	52762	0.52%	52762	0	52762	0.52%	0	0.00%	0	0.00%	0	52762
	Non Resident Indians (Non Repat)	684	27414	0	27414	0.27%	27414	0	27414	0.27%	0	0.00%	0	0.00%	0	16114
	Non Resident Indians (Repatriate)	1383	32723	0	32723	0.32%	32723	0	32723	0.32%	0	0.00%	0	0.00%	0	26757
	Overseas Bodies Corporates	1	107	0	107	0.00%	107	0	107	0.00%	0	0.00%	0	0.00%	0	107
	Cleaning Member	577	27425	0	27425	0.27%	27425	0	27425	0.27%	0	0.00%	0	0.00%	0	27425
	Bodies Corporate	1116	227800	0	227800	2.23%	227800	0	227800	2.23%	0	0.00%	0	0.00%	0	227800
	Sub Total (B)(3)	187012	1795458	0	1795458	17.61%	1795458	0	1795458	17.61%	0	0.00%	0	0.00%	0	1462771
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)	186458	5965103	0	5965103	58.52%	5965103	0	5965103	58.52%	0	0.00%	0	0.00%	0	5613395

Details of the shareholders acting as persons in Consent including their Shareholding (No. and %):

No. of shareholders	No. of Shares
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Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note:

(1) PAN would not be displayed on website of Stock Exchange(s).

(2) The above format needs to disclose name of all holders holding more than 1% of total number of shares

(3) W.r.t. the Information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian

Arveshan Heavy Engineering Limited
Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder Post Scheme of Arrangement

	Category & Name of the shareholders	Nos. of sharehold-ers	No. of fully paid up equity shares held	Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Sharehold- ing % as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities			No. of Shares Underlying convertible securities (including Warrants)	Shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in demateri- alised form
							No of Voting Rights Class eg: X	Total % of (A+B+C)	No. (a)			As a % of total Shares held(b)	No. (a)	As a % of total Shares held(b)		
															Class eg: Y	
	(I)	(II)	(IV)	(V)	(VI)	(VII) As a % of (A+B+C2)	(IX)	(X)	(XI)= (VII)/(X)	(XII)	(XIII)	(XIV)	(XV)			
1	Custodian/DR Holder: Employee Benefit Trust (under SEBI (Share based Employee Benefit) Regulations, 2014)	0	0	0	0	0.00%	0	0	0.00%	0	0	0	0	0	0	
2	Total Non-Promoter- Non Public Shareholding (C)= (C1)+(C12)	0	0	0	0	0.00%	0	0	0.00%	0	0	0	0	0	0	

Note :

- (1) PAN would not be displayed on website of Stock Exchange(s).
- (2) The above format needs to disclose name of all holders holding more than 1% of total number of shares
- (3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian.

Pre Scheme Shareholding Pattern under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

1.	Name of Listed Entity: The Anup Engineering Limited
2.	Scrip Code/Name of Scrip/Class of Security:
3.	Share Holding Pattern Filed under: Reg. 31(1)(a)/Reg. 31(1)(b)/Reg. 31(1)(c)
	a. If under 31(1)(b) then indicate the report for Quarter ending
	b. If under 31(1)(c) then indicate date of allotment/extinguishment
4.	Declaration: The Listed entity is required to submit the following declaration to the extent of submission of information:-

	Particulars	Yes*	No*
1	Whether the Listed Entity has issued any partly paid up shares?		No
2	Whether the Listed Entity has issued any Convertible Securities or Warrants?		No
3	Whether the Listed Entity has any shares against which depository receipts are issued?		No
4	Whether the Listed Entity has any shares in locked-in?		No
5	Whether any shares held by promoters are pledge or otherwise encumbered?		No

* If the Listed Entity selects the option 'No' for the questions above, the columns for the partly paid up shares, Outstanding Convertible Securities/Warrants, depository receipts, locked-in shares, No of shares pledged or otherwise encumbered by promoters, as applicable, shall not be displayed at the time of dissemination on the Stock Exchange website. Also wherever there is 'No' declared by Listed Entity in above table the values will be considered as 'Zero' by default on submission of the format of holding of specified securities.

The Anup Engineering Limited

Table I - Summary Statement holding of specified securities

Category	Nos. of shareholders	No. of fully paid up equity shares held	No. of Partly paid-up equity shares held	No. of underlying Depository Receipts held	Shareholding as a % of total no. of shares (calculate as per SCRR, 1957)	Number of Voting Rights held in each class of securities			No. of Shares Underlying convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form (XIV)
						No of Voting Rights Class eg. X Class eg. Y Total	(IX)	Total as a % of (A+B+C)			No. (a)	As a % of total Shares held(b)	No. (a)	As a % of total Shares held(b)	
(I)		(III)	(IV)	(V)	(VII) = (VIII) As a				(X)	(XI)= (VII)+(X) As	(XII)	(XIII)	(XIV)		
(A)	20	12806030	0	0	12806030	94.1620	12806030	94.1620	0	94.1620	0	0.0000	0	0.0000	12737310
(B)	923	793970	0	0	793970	5.8380	793970	5.8380	0	5.8380	0	0.0000	NA	NA	461490
(C)		0	0	0	0	0.0000	0	0.0000	0	0.0000	0	0.0000	NA	NA	0
(C1)		0	0	0	0	0.0000	0	0.0000	0	0.0000	0	0.0000	NA	NA	0
(C2)		0	0	0	0	0.0000	0	0.0000	0	0.0000	0	0.0000	NA	NA	0
Total	943	13600000	0	0	13600000	100.0000	13600000	100.0000	0	100.0000	0	0.0000	0	0.0000	13198800

The Anup Engineering Limited

Table 1: Statement showing shareholding pattern of the Promoter and Promoter Group

Category & Name of the shareholders	PAN	Nos. of shares held	Nos. of fully paid equity shares held	Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Shareholding % as per SCRR, 1957 as of (A+B+C)	Number of Voting Rights held in each class of securities			No. of Outstanding Securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Numbers of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialized form
							No of Voting Rights	Class eg: X	Total			No. (a)	As a % of total Shares held(b)	No. (a)	As a % of total Shares held(b)	
		(VI)	(VII)	(VIII) As a % of Total	(IX)	(X)	(XI)	(XII)	(XIII)	(XIV)	(XV)	(XVI)	(XVII)	(XVIII)	(XIX)	
1																
Indian																
(a) Individuals / Hindu Undivided Family		15	112750	0	0	0.8290	112750	0	0	0.8290	0	0.0000	0	0.0000	0	81270
Sweth Niranjanbhai Lalbhai	AAG151201E	1	22760	0	0	0.1674	22760	0	0	0.1674	0	0.0000	0	0.0000	0	22760
Anun P Sheeth		1	18200	0	0	0.1338	18200	0	0	0.1338	0	0.0000	0	0.0000	0	0
Rajivbhai Chitubhai Lalbhai	AAP10692N	1	16000	0	0	0.1176	16000	0	0	0.1176	0	0.0000	0	0.0000	0	16000
Sarmeghbhai Arvindbhai	AAH454752A	1	10680	0	0	0.0785	10680	0	0	0.0785	0	0.0000	0	0.0000	0	10680
Snehabhai Sarmeghbhai Lalbhai	AB0916564H	1	10000	0	0	0.0735	10000	0	0	0.0735	0	0.0000	0	0.0000	0	10000
Shri Shripal Chitubhai Sheeth		1	9600	0	0	0.0706	9600	0	0	0.0706	0	0.0000	0	0.0000	0	0
Jayshreebhai Santyabhai Lalbhai	AA0914080A	1	7160	0	0	0.0526	7160	0	0	0.0526	0	0.0000	0	0.0000	0	7160
Sarobhen Bipinbhai Sheeth	AFBPS1754F	1	5320	0	0	0.0391	5320	0	0	0.0391	0	0.0000	0	0.0000	0	5320
Kulraj Santyabhai	ACAPL2339K	1	2800	0	0	0.0206	2800	0	0	0.0206	0	0.0000	0	0.0000	0	2800
Hansabhai Niranjanbhai Lalbhai	ABCP18306R	1	2680	0	0	0.0197	2680	0	0	0.0197	0	0.0000	0	0.0000	0	2680
Santijyabhai Shamikbhai Lalbhai	ABCP16566P	1	1950	0	0	0.0143	1950	0	0	0.0143	0	0.0000	0	0.0000	0	1950
Sarmeghbhai Arvindbhai Lalbhai	AAEP15531L	1	1920	0	0	0.0141	1920	0	0	0.0141	0	0.0000	0	0.0000	0	1920
Smt. Anila Sudharth		1	1440	0	0	0.0105	1440	0	0	0.0105	0	0.0000	0	0.0000	0	0
Mrs.Indrabehn Pratapbhai Sheeth		1	1400	0	0	0.0103	1400	0	0	0.0103	0	0.0000	0	0.0000	0	0
Smt. Haasa Niranjan		1	840	0	0	0.0062	840	0	0	0.0062	0	0.0000	0	0.0000	0	0
Central Government / State Government(s)		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	0	0.0000	0	0
Financial Institutions / Banks		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	0	0.0000	0	0
(b)																
(c) Any Other (Specify)		5	12693280	83,3329	12693280	93.3329	12693280	83,3329	0	93.3329	0	0.0000	0	0.0000	0	12656040
Boities Corporate		5	12693280	83,3329	12693280	93.3329	12693280	83,3329	0	93.3329	0	0.0000	0	0.0000	0	12656040
Arvind Limited	AA8C42398D	1	12637760	0	0	0.9247	12637760	0	0	0.9247	0	0.0000	0	0.0000	0	12637760
Arvind Holdings Pvt.Ltd		1	25000	0	0	0.1838	25000	0	0	0.1838	0	0.0000	0	0.0000	0	0
Aura Securities Private Limited	AA8C74637N	1	17560	0	0	0.1291	17560	0	0	0.1291	0	0.0000	0	0.0000	0	17560
Aegis Investments Ltd.		1	12240	0	0	0.0900	12240	0	0	0.0900	0	0.0000	0	0.0000	0	0
Aagam Holdings Private Limited	AAACA3899C	1	720	0	0	0.0053	720	0	0	0.0053	0	0.0000	0	0.0000	0	720
Sub Total (A1)		20	12806030	84,1620	12806030	94.1620	12806030	84,1620	0	94.1620	0	0.0000	0	0.0000	0	12737310
Foreign																
(a) Individuals (Non-Resident Individuals / Foreign Individuals)		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	0	0.0000	0	0
(b) Government		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	0	0.0000	0	0
(c) Institutions		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	0	0.0000	0	0
(d) Foreign Portfolio Investor		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	0	0.0000	0	0
(e) Any Other (Specify)		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	0	0.0000	0	0
Sub Total (A2)		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	0	0.0000	0	0
Total Shareholding Of Promoter And Promoter Group (A)= (A1)+(A2)		20	12806030	84,1620	12806030	94.1620	12806030	84,1620	0	94.1620	0	0.0000	0	0.0000	0	12737310

Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note :

(1) PAN would not be displayed on website of Stock Exchange(s)

(2) The term 'Encumbrance' has the same meaning as assigned under regulation 26(3) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

The Anup Engineering Limited

Table III - Statement showing shareholding pattern of the Public shareholder

Category & Name of the shareholders	PAN	Nos. of shareholders	No. of fully paid up equity shares held	Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Shareholding % as per SCRR, 1957 As a % of Total nos. shares held (A+B+C2)	Number of Voting Rights held in each class of securities			No. of Underlying Outstanding convertible securities (including Warrants)	Shareholding - as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in demat or physical form
							No of Voting Rights	Class eg: X	Class eg: Y Total			(A+B+C)	(D)	(E)	(F)	
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (4+5+6) / (8) * 100	(8)	(9)	(10)	(11) = [(9)/(12)] * 100	(12)	(13)	(14)	(15)	(16)	
1																
Institutions																
(a) Mutual Fund		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0	0
(b) Venture Capital Funds		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0	0
(c) Alternate Investment Funds		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0	0
(d) Foreign Venture Capital Investors		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0	0
(e) Foreign Portfolio Investor		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0	0
(f) Financial Institutions / Banks		3	404760	0	0	404760	2.9762	404760	0	404760	2.9762	0	0.0000	NA	NA	373360
The New India Assurance Company Limited	AAACN4155C		373360	0	0	373360	2.7453	373360	0	373360	2.7453	0	0.0000	NA	NA	373360
(g) Insurance Companies		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0	0
(h) Provident Funds/ Pension Funds		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0	0
(i) Any Other (Specify)		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0	0
(ii) Sub Total (B)(1)		3	404760	0	0	404760	2.9762	404760	0	404760	2.9762	0	0.0000	NA	NA	373360
Central Government/ State Government(s)/ President of India																
2																
Sub Total (B)(2)		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0	0
3																
Non-Institutions																
(a) Individuals																
i. Individual shareholders holding nominal share capital up to Rs. 2 Lakhs.		914	281860	0	0	281860	2.0725	281860	0	281860	2.0725	0	0.0000	NA	NA	79660
ii. Individual shareholders holding nominal share capital in excess of Rs. 2 Lakhs.		1	82880	0	0	82880	0.6094	82880	0	82880	0.6094	0	0.0000	NA	NA	0
(b) NBFCs registered with RBI		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0	0
(c) Employee Trusts		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0	0
Overseas Depositories(holding DRs) (balancing figure)		0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0	0
(d) Any Other (Specify)		5	24470	0	0	24470	0.1799	24470	0	24470	0.1799	0	0.0000	NA	NA	8470
Trusts		1	50	0	0	50	0.0004	50	0	50	0.0004	0	0.0000	NA	NA	50
Hindu Undivided Family		2	5740	0	0	5740	0.0422	5740	0	5740	0.0422	0	0.0000	NA	NA	5740
Non Resident Indians (Non Repat)		1	16000	0	0	16000	0.1176	16000	0	16000	0.1176	0	0.0000	NA	NA	0
Bodies Corporate		1	2680	0	0	2680	0.0197	2680	0	2680	0.0197	0	0.0000	NA	NA	2680
(B)(3)		920	389210	0	0	389210	2.8618	389210	0	389210	2.8618	0	0.0000	NA	NA	88130
Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)		923	793970	0	0	793970	5.8380	793970	0	793970	5.8380	0	0.0000	NA	NA	461160

Details of the shareholders acting as persons in Concert including their shareholding (No. and %):

No. of shareholders	No. of Shares
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Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note :
 (1) PAN would not be displayed on website of Stock Exchanges.
 (2) The above format needs to disclose name of all holders holding more than 1% of total number of shares
 (3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian.

The Anup Engineering Limited

Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder

S. No.	Category & Name of the shareholders	PAN	Nos. of shareholders	No. of fully paid up equity shares held (iv)	Partly paid-up equity shares held (v)	No. of underlying Depository Receipts (vi)	Total nos. shares held (vii) = (vi) + (v)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (A+B+C)	Number of Voting Rights held in each class of securities			No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII) * (X)	Number of Locked in Shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form (XIV)
									No. of securities	No. of Voting Rights Class eg: X	Total as a % of (A+B+C)			As a % of total Shares held (b) No. (a)	As a % of total Shares held (b) No. (a)	As a % of total Shares held (b) No. (a)		
																	Class eg: Y	
1	Custodian/DR Holder Employee Benefit Trust (under SEBI (Share based Employee Benefit) Regulations, 2014)		0	0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0	
2	Total Non-Promoter- Non Public Shareholding (C) = (C(1) + (C(2))		0	0	0	0	0	0.0000	0	0	0	0.0000	0	0.0000	NA	NA	0	

Note :

- (1) PAN would not be displayed on website of Stock Exchange(s).
- (2) The above format needs to disclose name of all holders holding more than 1% of total number of shares
- (3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian.

19. **Approvals/Sanctions/No-Objections from Regulatory or any Governmental Authorities**

Unless otherwise decided (or waived) by the relevant Parties, the Scheme is conditional upon and subject to the following conditions precedent:

- i. obtaining no-objection/ observation letter from the Stock Exchanges in relation to the Scheme under Regulation 37 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirement) Regulations, 2015;
- ii. approval of the Scheme by the requisite majority of each class of shareholders and creditors of the Transferor Company, the Transferee Company, the Demerged Company, and the Resulting Companies and such other classes of persons of the said Companies, if any, as applicable or as may be required under the Act and as may be directed by the Tribunal;
- iii. the Parties, as the case may be, complying with other provisions of the SEBI Circular, including seeking approval of the shareholders of the Demerged Company through e-voting, as applicable. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders, of the Demerged Company, against it as required under the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;
- iv. the sanctions and orders of the Tribunal, under Sections 230 to 232 read with Section 66 of the Act being obtained by the Transferor Company, the Transferee Company, the Demerged Company and the Resulting Companies; and
- v. certified/authenticated copies of the orders of the Tribunal, sanctioning the Scheme, being filed with the RoC having jurisdiction over the Parties.

20. **Inspection**

The following documents will be open for inspection by the equity shareholders, secured creditors and unsecured creditors of all the companies involved in the scheme at its registered office at Naroda Road, Ahmedabad -380025, Gujarat, India, between 10.00 a.m. and 12.00 noon on all days (except Saturdays, Sundays and public holidays) upto the date of the meeting:

- i. Copy of the order passed by NCLT in the above mentioned Company Application no. 26 of 2018, dated 16th March, 2018 directing the Demerged Company, Resulting Company 1 and Transferor Company to, inter alia, convene the meetings of its equity shareholders, secured creditors and unsecured creditors;
 - ii. Copy of the Memorandum and Articles of Association of all the companies;
 - iii. Copy of the annual reports of all the companies for the financial year ended 31st March 2017;
 - iv. Copy of the Supplementary Unaudited Accounting Statement of the Demerged Company, Resulting Company 1 and Resulting Company 2 for the period ended 30th September, 2017 and the Supplementary Audited Accounting Statement of the Transferor Company for the period ended 31st December, 2017;
 - v. Copy of the Statutory Auditors' certificates dated 22nd November, 2017 and 14th November, 2017 issued by Deloitte Haskins & Sells LLP and Sorab S. Engineer & Co., respectively, to the effect that the accounting treatment, if any, proposed in the scheme of compromise or arrangement is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013; and
 - vi. Copy of the Scheme.
21. This statement may be treated as an Explanatory Statement under Sections 230(3), 232(1) and (2) and 102 of the Act read with Rule 6 of the Rules. A copy of the Scheme, Explanatory Statement and Form of Proxy shall be furnished by all the companies involved in the Scheme to its shareholders/creditors, free of charge, within one (1) day (except Saturdays, Sundays and public holidays) on a requisition being so made for the same by the shareholders/creditors of the respective companies.
22. After the Scheme is approved by the equity shareholders, secured creditors and unsecured creditors of all the companies involved in the Scheme, it will be subject to the approval/sanction by NCLT.

Dated this 1st Day of April, 2018

Registered Office: Behind 66 KV Electric Sub-Station,
Odhav Road, Ahmedabad-382415,
Gujarat, India.

Sd/-
Raju M. Mulani
Chairman appointed for the meeting

**COMPOSITE SCHEME OF ARRANGEMENT
UNDER SECTIONS 230 to 232 READ WITH SECTION 66 AND OTHER
APPLICABLE PROVISIONS OF
THE COMPANIES ACT, 2013
AMONGST
ARVIND LIMITED
AND
ARVIND FASHIONS LIMITED
AND
ANVESHAN HEAVY ENGINEERING LIMITED
AND
THE ANUP ENGINEERING LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

A. BACKGROUND OF THE COMPANIES

- (i) Arvind Limited, the “**Demerged Company**,” is a public listed company incorporated under the provisions of the Indian Companies Act, 1913 under the corporate identity number L17119GJ1931PLC000093. The Demerged Company is engaged, inter alia, in businesses spanning the entire value chain of textiles either directly or through its subsidiaries and joint ventures with other entities. The equity shares of the Demerged Company are listed on BSE Limited and the National Stock Exchange of India Limited. Demerged Company has issued Unsecured Non-Convertible Debentures. The said Non-Convertible Debentures are listed on the wholesale Debt segment of BSE Limited. The Demerged Company was originally incorporated for manufacturing and marketing of textile products. However, it has grown and diversified in several distinct business activities through different undertakings, including (i) Textiles business comprising of manufacturing of yarn, denim, shirting and knit fabrics, garments and technical textiles; (ii) Branded Apparel Undertaking consisting of branded apparel, accessories and customised clothing business; and (iii) Engineering Undertaking consisting of manufacturing of critical process engineering equipment.
- (ii) Arvind Fashions Limited, the “**Resulting Company 1**”, is an unlisted public company incorporated under the provisions of the Companies Act, 2013 under the corporate identity number U52399GJ2016PLC085595. The Resulting Company 1 has been incorporated with an objective to engage, inter alia, in developing, marketing and promoting organized wholesale business. The Resulting Company 1 is a subsidiary of the Demerged Company.
- (iii) Anveshan Heavy Engineering Limited, the “**Resulting Company 2**” or “**Transferee Company**”, is an unlisted public company incorporated under the provisions of the Companies Act, 2013 under the corporate identity number U29306GJ2017PLC099085. The Resulting Company 2 has been incorporated with an objective to engage, inter alia, in the business of owning, operating, investing, and promoting business in the fields of engineering, including but not limited to manufacturing, fabricating, altering, marketing, buying, selling and otherwise deal in all kinds of centrifuges, water softening plants, pumps, dryers and other plants and apparatus and such other ventures as may be identified by the Board from time to time.
- (iv) The Anup Engineering Limited, the “**Transferor Company**”, is an unlisted public company incorporated under the provisions of the Companies Act, 1956 under the corporate identity number U99999GJ1962PLC001170. The Transferor Company is, inter alia, in the business of manufacturing, fabricating, altering, marketing, buying, selling, dealing in all kinds of centrifuges, water softening plants, pumps, dryers and other plants and apparatus. The equity shares of the Transferor Company were listed on the Ahmedabad Stock Exchange Limited and were subsequently delisted in June 2015, in accordance with Chapter III of the Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2009. The Transferor Company is a subsidiary of the Demerged Company.

B. OVERVIEW AND OPERATION OF THIS SCHEME

This Scheme provides for:

- (i) the demerger, transfer and vesting of the Demerged Undertakings (as defined hereinafter) from the Demerged Company to the Resulting Companies (as defined hereinafter) on a going concern basis, and the consequent issue of shares by the Resulting Companies (as defined hereinafter) in the manner set out in this Scheme (as defined hereinafter) and other applicable provisions of Applicable Law;

- (ii) the amalgamation of the Transferor Company with the Transferee Company, in the manner set out in this Scheme, and in accordance with the provisions of Sections 230 to 232 of the Act and other applicable provisions of Applicable Law; and
- (iii) the reduction of the share capital of the Resulting Companies in the manner set out in this Scheme, and in accordance with Sections 230 to 232 read with Section 66, and other applicable provisions of the Act.

C. The Demerged Company will continue to pursue its interests in and carry on the Remaining Business (as defined hereinafter) as is presently being carried on.

D. PARTS OF THIS SCHEME

This Scheme is divided into the following parts:

- (i) **PART I** deals with the definitions of capitalized terms used in this Scheme and the share capital of the Demerged Company, the Resulting Companies and the Transferor Company;
- (ii) **PART II** deals with the transfer and vesting of the Branded Apparel Undertaking from the Demerged Company into the Resulting Company 1 and the consideration thereof;
- (iii) **PART III** deals with the transfer and vesting of the Engineering Undertaking from the Demerged Company into the Resulting Company 2 and the consideration thereof;
- (iv) **PART IV** deals with the amalgamation of the Transferor Company with the Transferee Company;
- (v) **PART V** deals with change in authorised share capital of demerged company;
- (vi) **PART VI** deals with consolidation of existing equity share capital of the Resulting Company 1;
- (vii) **PART VII** deals with the reduction and cancellation of the existing equity share capital of the Resulting Company 1;
- (viii) **PART VIII** deals with the reduction and cancellation of the existing equity share capital of the Resulting Company 2; and
- (ix) **PART IX** deals with the general terms and conditions that would be applicable to this Scheme.

E. RATIONALE FOR THIS SCHEME

The Demerged Company is a public listed company. Over the course of time, the Demerged Company has grown into a diversified conglomerate with interests in various businesses spanning the entire value chain of textiles consisting of manufacturing of yarn, denim, shirting and knit fabric, garments, technical textiles, branded apparel business and the engineering business carried on either directly or through its subsidiaries and joint ventures with other entities. The textiles business, branded apparel business and the engineering business all have different industry specific risks, business cycles and operate inter alia under different market dynamics and thus can attract different types of investors as well as management teams and follow different and independent strategies, even as they all have a significant potential for growth and profitability.

Given its diversified business portfolio, it has become imperative for the Demerged Company to reorient and reorganize itself in a manner that allows it to impart greater focus, management alignment and growth for each of its business lines. The Demerged Company is also desirous of enhancing its operational efficiency, flexibility in attracting capital and management talent through aligned ESOP schemes through such a restructuring. The Scheme proposes to reorganise and segregate the interest of the Demerged Company in its various businesses and thus proposes demerger of the Branded Apparel Undertaking from the Demerged Company to Resulting Company 1 and the Engineering Undertaking from the Demerged Company to the Resulting Company 2. Further, the Scheme proposes the merger of Transferor Company with the Resulting Company 2 to rationalise and streamline the group structure.

The Demerged Company will continue to conduct the Remaining Business.

The proposed restructuring pursuant to this Scheme is expected, inter alia, to result in following benefits:

- (i) segregation and unbundling of the Branded Apparel business and the Engineering businesses of the Demerged Company into the Resulting Company 1 and Resulting Company 2;
- (ii) unlocking of value for the shareholders of the Demerged Company;
- (iii) emergence of the Demerged Company as a predominantly textile focused company, attracting investors and providing better flexibility in accessing capital, focused strategy and specialisation for sustained growth;
- (iv) creation of listed Branded Apparel company and Engineering company with ability to achieve valuation based on respective risk-return profile and cash flows, attracting the right investors and thus enhancing flexibility in accessing capital;
- (v) enhancing attractiveness of the entities for management teams by enabling ESOPs in each entity with direct correlation of the rewards to their efforts;
- (vi) allowing the management of each of the Resulting Companies to pursue independent growth strategies in different regional and overseas markets;
- (vii) augmenting the infrastructural capability of the Resulting Companies to effectively meet future challenges in their businesses;
- (viii) Achieve cost optimisation and specialisation for sustained growth; and
- (ix) enhancing operational efficiencies, ensuring synergies through pooling of the financial, managerial and technical resources, personnel capabilities, skills, expertise and technologies by merging the engineering businesses into Resulting Company 2.

The proposed restructuring is in the interest of the shareholders, creditors, employees and other stakeholders in each of the companies.

PART I
DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

1.1 In this Scheme, unless inconsistent with the subject or context thereof (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; (ii) subject to (iii) below, all terms and words not defined in this Scheme shall have the same meaning ascribed to them under Applicable Laws; and (iii) the following expressions shall have the following meanings:

“**Act**” means the Companies Act, 2013 and shall include any other statutory amendments or re-enactment or restatement and the rules and/or regulations and/or other guidelines or notifications under Applicable Laws, made thereunder from time to time;

“**AL ESOS**” means the Employee Stock Option Scheme 2008 of the Demerged Company framed under the Securities and Exchange Board of India (Employee Stock Options Scheme and Employee Stock Purchase Scheme) Guidelines, 1999;

“**Anup ESOS**” means the Employee Stock Option Scheme 2017 of the Transferor Company framed under the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014;

“**Appointed Date 1**” in respect of the transfer of the Branded Apparel Undertaking from the Demerged Company to the Resulting Company 1 means the Effective Date;

“**Appointed Date 2**” in respect of the transfer of the Engineering Undertaking from the Demerged Company to the Resulting Company 2 and for the amalgamation of the Transferor Company with the Transferee Company means 1st January 2018;

“**Applicable Law**” means any applicable central, provincial, local or other law including all applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, tribunal having jurisdiction over the Parties; (b) Permits; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Parties and shall include, without limitation, the listing agreement executed with the Stock Exchanges in the case of Demerged Company;

“**Appropriate Authority**” means:

- (a) the government of any jurisdiction (including any central, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank, commission or other authority thereof;
- (b) any public international organisation or supranational body and its institutions, departments, agencies and instrumentalities;
- (c) any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing or other governmental or quasi-governmental authority including (without limitation), SEBI (as defined hereinafter), the Tribunal (as defined hereinafter); and
- (d) any Stock Exchange.

“**Board**” in relation to each of the Demerged Company, the Resulting Companies and the Transferor Company, as the case may be, means the board of directors of such company, and shall include a committee of directors or any person authorized by the board of directors or such committee of directors duly constituted and authorized for the purposes of matters pertaining to the amalgamation, transfer and demerger, this Scheme or any other matter relating thereto;

“**Branded Apparel Undertaking**” means the branded apparel business and ancillary and support services in relation thereto of the Demerged Company, comprising of the branded apparel division and all assets, investments and liabilities relating thereto and shall include (without limitation):

- (a) all the movable and immovable properties, tangible or intangible, including all, plant and machinery, equipment, furniture, fixtures, vehicles, inventories, stock-in-trade or stock-in-transit and merchandising including raw materials, supplies, finished goods, wrapping supply and packaging items, leasehold assets and other properties, including contingent assets of whatsoever nature, cash in hand/ banks, investments, escrow accounts, claims, powers, authorities, rights, credits, titles, interests, benefits, right to use and avail of telephones, telex, facsimile, email, internet, leased lines and other communication facilities, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds and benefits (including all work-in progress), of all agreements, arrangements, deposits, advances, recoverable and receivables, all receivables (including royalty receivables), loans and advances also including accrued interest thereon, all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company, and also, benefits, exemptions, licenses, privileges and approvals of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the Demerged Company, all the debts, liabilities, duties and obligations including contingent liabilities of Demerged Company in relation to and pertaining to the branded apparel business;
- (b) all receivables (including royalty receivables), loans and advances, including accrued interest thereon, all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company in relation to and pertaining to the branded apparel business;
- (c) all goodwill, other intangibles, industrial and other licenses, approvals, permits, authorisations, trademarks, trade names,

patents, patent rights, copyrights, and other industrial and intellectual properties and rights of any nature whatsoever including know-how, websites, portals, domain names, or any applications for the above, assignments and grants in respect thereof, all agreements, arrangements, deposits, advances, recoverables and receivables, whether from government, semi-government, local authorities or any other Person including customers, contractors or other counter parties, etc., all earnest monies and/or deposits, privileges, liberties, easements, advantages, benefits, exemptions, licenses, privileges and approvals of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the Demerged Company;

- (d) investments in shares, debentures and other securities held by the Demerged Company in the Resulting Company;
- (e) all the debts, liabilities, duties and obligations including contingent liabilities of the Demerged Company in relation to and pertaining to the garment business. It is clarified that any question as to whether or not a specified liability pertains to the textile and branded apparel business shall be decided by the Demerged Company, with requisite approvals of Appropriate Authorities, wherever applicable; and
- (f) all books, records, files, papers, engineering and process information, records of standard operating procedures, computer programs along with their licenses, drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records whether in physical or electronic form, in connection with or relating to the branded apparel business of the Demerged Company.

It is clarified that the question of whether a specified asset or liability pertains to the Branded Apparel Undertaking or arises out of the activities or operations of Branded Apparel Undertaking shall be decided by the Board of the Demerged Company.

“Demerged Company” means Arvind Limited, a public listed company incorporated under the provisions of the Indian Companies Act, 1913 under the corporate identity number L17119GJ1931PLC000093 and having its registered office at Naroda Road, Ahmedabad, Gujarat, 380 025, India;

“Demerged Undertakings” means collectively, Branded Apparel Undertaking and the Engineering Undertaking;

“Effective Date” means the opening hours of the tenth business day after the day on which the last of the approvals / conditions specified in Clause 41 (Conditions Precedent) of this Scheme are obtained or complied with. Reference in this Scheme to the date of **“coming into effect of this Scheme”** or **“effectiveness of this Scheme”** shall mean the Effective Date;

“Encumbrance” means (i) any charge, lien (statutory or other), or mortgage, any easement, encroachment, right of way, right of first refusal or other encumbrance or security interest securing any obligation of any Person; (ii) pre-emption right, option, right to acquire, right to set off or other third party right or claim of any kind, including any restriction on use, voting, selling, assigning, pledging, hypothecating, or creating a security interest in, place in trust (voting or otherwise), receipt of income or exercise; or (iii) any equity, assignments hypothecation, title retention, restriction, power of sale or other type of preferential arrangements; or (iv) any agreement to create any of the above; the term **“Encumber”** shall be construed accordingly;

“Engineering Undertaking” means all the engineering business and ancillary and support services in relation thereto of the Demerged Company together with all the undertakings, assets, properties, investments and liabilities of whatsoever nature and kind, and wheresoever situated, of the Demerged Company, in relation to and pertaining to the engineering business and shall include (without limitation):

- (a) all the movable and immovable properties, tangible or intangible, including all computers and accessories, software, applications and related data, equity shares, preference shares and other securities of associate/subsidiary/joint venture companies, plant and machinery, equipment, furniture, fixtures, vehicles, stocks and inventory including, cables, leasehold assets and other properties, real, corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, inverters, electrical fittings, submersible pumps, electrical erections, earthing and lighting systems, cash in hand, amounts lying in the banks, investments, escrow accounts, claims, powers, authorities, allotments, approvals, consents, letters of intent, registrations, contracts, engagements, arrangements, rights, credits, titles, interests, benefits, advantages, freehold/ leasehold rights, brands, sub-letting tenancy rights, leave and license permissions, goodwill, other intangibles, industrial and other licenses, approvals, permits, authorisations, trademarks, trade names, patents, patent rights, copyrights, and other industrial and intellectual properties and rights of any nature whatsoever including know-how, websites, portals, domain names, or any applications for the above, assignments and grants in respect thereof, import quotas and other quota rights, right to use and avail of telephones, telex, facsimile, email, internet, leased lines and other communication facilities, connections, installations and equipment, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds and benefits (including all work-in progress), of all agreements, arrangements, deposits, advances, recoverables and receivables, whether from government, semi-government, local authorities or any other Person including customers, contractors or other counter parties, etc., all earnest monies and/or deposits, privileges, liberties, easements, advantages, benefits, exemptions, licenses and approvals of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the Demerged Company in relation to and pertaining to the engineering business;
- (b) all receivables, loans and advances, including accrued interest thereon, all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company in relation to and pertaining to the engineering business;
- (c) all contracts, agreements, purchase orders/ service orders, operation and maintenance contracts, memoranda of

understanding, memoranda of undertaking, memoranda of agreements, memoranda of agreed points, bids, tenders, tariff orders, expression of interest, letter of intent, hire purchase agreements, lease/licence agreements, tenancy rights, agreements/panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/ manufacturer of goods/ service providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims and clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, titles, interests, claims and benefits thereunder pertaining to the engineering business;

- (d) investments in shares, debentures and other securities held by the Demerged Company in the Transferor Company;
- (e) all the debts, liabilities, duties and obligations including contingent liabilities of the Demerged Company in relation to and pertaining to the engineering business. It is clarified that any question as to whether or not a specified liability pertains to the engineering business shall be decided by the Demerged Company, with requisite approvals of Appropriate Authorities, wherever applicable; and
- (f) all books, records, files, papers, engineering and process information, records of standard operating procedures, computer programs along with their licenses, drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records whether in physical or electronic form, in connection with or relating to the engineering business of the Demerged Company.

It is clarified that the question of whether a specified asset or liability pertains to the Engineering Undertaking or arises out of the activities or operations of Engineering Undertaking shall be decided by the Board of the Demerged Company.

“**INR**” means Indian Rupee, the lawful currency of the Republic of India;

“**Parties**” shall mean collectively the Demerged Company, the Resulting Companies the Transferor Company and the Transferee Company and “**Party**” shall mean each of them, individually;

“**Permits**” means all consents, licences, permits, permissions, authorisations, rights, clarifications, approvals, clearances, confirmations, declarations, waivers, exemptions, registrations, filings, whether governmental, statutory, regulatory under Applicable Law;

“**Person**” means an individual, a partnership, a corporation, a limited liability partnership, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or an Appropriate Authority;

“**Record Date**” in relation to Part II, Part III and Part IV means the date to be fixed by the Board of the Demerged Company in consultation with the respective Resulting Companies and the Transferor Company for the purpose of determining the shareholders of the Demerged Company and that of the Transferor Company for issue of the new equity shares, pursuant to this Scheme. It is clarified that different Record Dates could be declared for different parts of the Scheme;

“**Remaining Business**” means all manufacturing activities relating to yarn, denim, shirting, knit fabrics, garments, technical textiles, investments in joint ventures and subsidiaries shall be business of the Demerged Company and includes all other businesses, units, divisions, undertakings and assets and liabilities of the Demerged Company save and except those forming part of the Demerged Undertakings;

“**Resulting Companies**” means collectively, the Resulting Company 1 and Resulting Company 2;

“**Resulting Company 1**” means Arvind Fashions Limited, a public company incorporated under the provisions of the Companies Act, 2013 under the corporate identity number U52399GJ2016PLC085595, having its registered office at Main Building, Arvind Limited Premises, Naroda Road, Ahmedabad, Gujarat 380 025, India. The Resulting Company 1 is a subsidiary of the Demerged Company;

“**Resulting Company 2**” or “**Transferee Company**” means Anveshan Heavy Engineering Limited, a public company incorporated under the provisions of the Companies Act, 2013 under the corporate identity number U29306GJ2017PLC099085 having its registered office at Main Building, Arvind Limited Premises, Naroda Road, Ahmedabad 380 025, India.;

“**RoC**” means the relevant Registrar of Companies having jurisdiction over the Demerged Company, the Resulting Companies and the Transferor Company as the case may be;

“**Scheme**” means this composite scheme of arrangement, with or without any modification approved or imposed or directed by the Tribunal;

“**SEBI**” means the Securities and Exchange Board of India;

“**SEBI Circular**” shall mean the circular issued by the SEBI, being Circular CFD/DIL3/CIR/2017/21 dated March 10, 2017, and any amendments thereof, modifications issued pursuant to regulations 11, 37 and 94 of the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015;

“**Stock Exchanges**” means BSE Limited (“**BSE**”) and National Stock Exchange of India Limited (“**NSE**”), as the case may be;

“**Taxation**” or “**Tax**” or “**Taxes**” means all forms of taxes and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies and whether levied by reference to income, profits, book profits, gains, net wealth, asset values, turnover, added value or otherwise and shall further include payments in respect of or on account of Tax, whether by way of deduction at source, advance tax, minimum alternate tax or otherwise or attributable directly or primarily to the Demerged Company, the Resulting Companies, the Transferor Company or the Transferee Company or any other Person and all penalties, charges, costs and interest relating thereto;

“**Tax Laws**” means all Applicable Laws, acts, rules and regulations dealing with Taxes including but not limited to the income-tax, wealth tax, sales tax/value added tax, service tax, goods and services tax, excise duty, customs duty or any other levy of similar nature;

“**Transferor Company**” means The Anup Engineering Limited, a public company, incorporated under the provisions of the Companies Act, 1956, under corporate identity number U99999GJ1962PLC001170 and having its registered office at Behind 66 KV Electric Sub-Station, Odhav Road, Ahmedabad – 382415, India; and

“**Tribunal**” means the National Company Law Tribunal having jurisdiction over the Demerged Company, the Resulting Companies the Transferor Company and the Transferee Company, as the case may be.

1.2 In this Scheme, unless the context otherwise requires:

- 1.2.1 words denoting singular shall include plural and vice versa;
- 1.2.2 headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- 1.2.3 references to the word “include” or “including” shall be construed without limitation;
- 1.2.4 a reference to an article, clause, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or schedule of this Scheme;
- 1.2.5 unless otherwise defined, the reference to the word “days” shall mean calendar days;
- 1.2.6 reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
- 1.2.7 word(s) and expression(s) elsewhere defined in this Scheme will have the meaning(s) respectively ascribed to them.

2. SHARE CAPITAL

2.1 The share capital of the Demerged Company as on 30 September 2017 is as follows:

Particulars	INR
Authorised Share Capital	
56,50,00,000 equity shares of INR 10 each	565,00,00,000
1,00,00,000 Preference Shares of INR 100 each	100,00,00,000
Total	665,00,00,000
Issued Capital	
25,85,17,969 equity shares of INR 10 each	2,58,51,79,690
Total	2,58,51,79,690
Subscribed and Paid Up Capital	
25,85,17,969 equity shares of INR 10 each	2,58,51,79,690
Less: Forfeited Shares	
900 equity shares of INR 10 each	9,000
Total	2,58,51,70,690

Subsequent to the above date, there has been an exercise of 1,00,000 vested employee stock options and accordingly there has been a corresponding increase in the issued, subscribed and paid up Capital of the Demerged Company.

Post issuance of shares for the employee stock options, the revised share capital of the Demerged Company is as follows:

Particulars	INR
Authorised Share Capital	
56,50,00,000 equity shares of INR 10 each	565,00,00,000
1,00,00,000 Preference Shares of INR 100 each	100,00,00,000
Total	665,00,00,000
Issued Capital	
25,86,17,969 equity shares of INR 10 each	2,58,61,79,690
Total	2,58,51,79,690
Subscribed and Paid Up Capital	
25,86,17,969 equity shares of INR 10 each	2,58,61,79,690
Less: Forfeited Shares	
900 equity shares of INR 10 each	9,000
Total	2,58,51,70,690

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid up share capital of the Demerged Company till the date of approval of the Scheme by the Board of the Demerged Company.

The Demerged Company has outstanding employee stock options under its existing stock option schemes, the exercise of which may result in an increase in the issued and paid-up share capital of the Demerged Company.

The equity shares of the Demerged Company are listed on the Stock Exchanges in India.

2.2 The share capital of the Resulting Company 1 as on 30 September 2017 is as follows:

Particulars	INR
Authorised Share Capital	
12,50,00,000 equity shares of INR 2 each	25,00,00,000
Total	25,00,00,000
Issued, Subscribed and Paid-up Capital	
11,58,51,454 equity shares of INR 2 each	23,17,02,908
Total	23,17,02,908

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid up share capital of the Resulting Company 1 till the date of approval of the Scheme by the Board of the Demerged Company.

The Resulting Company 1 has outstanding employee stock options under its existing stock option schemes, the exercise of which may result in an increase in the issued and paid-up share capital of the Resulting Company 1.

The Resulting Company 1 is a subsidiary of the Demerged Company. Demerged Company holds 89.69% of the shareholding of the Resulting Company 1. The equity shares of the Resulting Company 1 are not listed on Stock Exchanges in India or on any other stock exchange elsewhere.

2.3 The share capital of the Resulting Company 2/Transferee Company as on 30 September 2017 is as follows:

Particulars	INR
Authorised Share Capital	
2,50,000 equity shares of INR 10 each	25,00,000
Total	25,00,000
Issued, Subscribed and Paid-up Capital	
50,000 equity shares of INR 10 each	5,00,000
Total	5,00,000

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid up share capital of the Resulting Company 2/Transferee Company till the date of approval of the Scheme by the Board of the Demerged Company.

The equity shares of the Resulting Company 2/Transferee Company are not listed on Stock Exchanges in India or on any other stock exchange elsewhere.

2.4 The share capital of the Transferor Company as on 30 September 2017 is as follows:

Particulars	INR
Authorised Share Capital	
1,50,00,000 equity shares of INR 10 each	15,00,00,000
Total	15,00,00,000
Issued, Subscribed and Paid-up Capital	
1,36,00,000 equity shares of INR 10 each	13,60,00,000
Total	13,60,00,000

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid up share capital of the Transferor Company till the date of approval of the Scheme by the Board of the Demerged Company.

The Transferor Company has outstanding employee stock options under its existing stock option schemes, the exercise of which may result in an increase in the issued and paid-up share capital of the Transferor Company.

The Transferor Company is a subsidiary of the Demerged Company. Demerged Company holds 93.53% of the shareholding of the Transferor Company. The equity shares of the Transferor Company are not listed on Stock Exchanges in India or on any other stock exchange elsewhere.

exchange elsewhere.

3. DATE OF TAKING EFFECT AND IMPLEMENTATION OF THIS SCHEME

- 3.1 This Scheme as set out herein in its present form or with any modification(s), as may be approved or imposed or directed by the Tribunal or made as per Clause 40 of this Scheme, shall become effective from Appointed Date 1 and Appointed Date 2, as the case may be, but shall be operative from the Effective Date.

PART II

DEMERGER AND VESTING OF THE BRANDED APPAREL UNDERTAKING

4. DEMERGER AND VESTING OF THE BRANDED APPAREL UNDERTAKING

- 4.1 With effect from the opening business hours of Appointed Date 1, and subject to the provisions of this Scheme and pursuant to Sections 230 to 232 read with Section 66 of the Act and Section 2(19AA) of the Income-tax Act, 1961, the Branded Apparel Undertaking along with all its assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. shall, without any further act, instrument or deed, be demerged from Demerged Company and transferred to and be vested in or be deemed to have been vested in the Resulting Company 1 as a going concern so as to become as and from the Appointed Date 1, the assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Resulting Company 1 by virtue of, and in the manner provided in this Scheme.
- 4.2 In respect of such of the assets and properties forming part of the Branded Apparel Undertaking as are movable in nature or are otherwise capable of transfer by delivery or possession, or by endorsement and/ or delivery, the same shall stand transferred by the Demerged Company upon coming into effect of this Scheme and shall, ipso facto and without any other order to this effect, become the assets and properties of the Resulting Company 1.
- 4.3 Subject to Clause 4.4 below, with respect to the assets of the Branded Apparel Undertaking, other than those referred to in Clause 4.2 above, including all rights, title and interests in the agreements (including agreements for lease or license of the properties), investments in shares, mutual funds, bonds and any other securities, sundry debtors, claims from customers or otherwise, 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, whether or not the same is held in the name of the Demerged Company, shall, without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in the Resulting Company 1, with effect from the Appointed Date 1 by operation of law as transmission or as the case may be in favour of Resulting Company 1. With regard to the licenses of the properties, the Resulting Company 1 will enter into novation agreements, if it is so required.
- 4.4 Without prejudice to the aforesaid, the Branded Apparel Undertaking, including all immovable property, whether or not included in the books of the Demerged Company, whether freehold or leasehold (including but not limited to land, buildings, sites, tenancy rights related thereto and immovable properties and any other document of title, rights, interest and easements in relation thereto) of the Branded Apparel Undertaking shall stand transferred to and be vested in the Resulting Company 1, without any act or deed to be done or executed by the Demerged Company and/ or the Resulting Company 1.
- 4.5 The Demerged Company shall, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such Persons, as the case may be, that the said debt, receivable, bill, credit, loan, advance or deposit stands transferred to and vested in the Resulting Company 1 and that appropriate modification should be made in their respective books/ records to reflect the aforesaid changes.
- 4.6 Upon this Scheme becoming effective, all debts, liabilities, loans, obligations and duties of the Demerged Company as on the Appointed Date 1 and relating to the Branded Apparel Undertaking (“**Transferred Branded Apparel Liabilities**”) shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Resulting Company 1 to the extent that they are outstanding as on the Appointed Date 1 and the Resulting Company 1 shall meet, discharge and satisfy the same. The term “**Transferred Branded Apparel Liabilities**” shall include:
- 4.6.1 the debts, liabilities, obligations incurred and duties of any kind, nature or description (including contingent liabilities) which arise out of the activities or operations of the Branded Apparel Undertaking;
- 4.6.2 the specific loans or borrowings (including debentures bonds, notes and other debt securities raised, incurred and utilized solely for the activities or operations of the Branded Apparel Undertaking); and
- 4.6.3 in cases other than those referred to in Clauses 4.6.1 or 4.6.2 above, so much of the amounts of general or multipurpose borrowings, if any, of the Demerged Company, as stand in the same proportion which the value of the assets transferred pursuant to the demerger of the Branded Apparel Undertaking bear to the total value of the assets of the Demerged Company immediately prior to the Appointed Date 1.
- However, the tax liabilities and tax demands or refunds received or to be received by the Demerged Company for a period prior to the Appointed Date 1 in relation to the Demerged Company shall not be transferred as part of the Branded Apparel Undertaking to Resulting Company 1.
- 4.7 In so far as any Encumbrance in respect of Transferred Branded Apparel Liabilities is concerned, such Encumbrance shall, without any further act, instrument or deed being required to be modified and, if so agreed, shall be extended to and shall operate over the assets of the Resulting Company 1. For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Business

are concerned, the Encumbrance, if any, over such assets relating to the Transferred Branded Apparel Liabilities, without any further act, instrument or deed being required, be released and discharged from the obligations and Encumbrances relating to the same. Further, in so far as the assets comprised in the Branded Apparel Undertaking are concerned, the Encumbrance over such assets relating to any loans, borrowings or other debts which are not transferred to the Resulting Company 1 pursuant to this Scheme and which shall continue with the Demerged Company, shall without any further act or deed be released from such Encumbrance and shall no longer be available as security in relation to such liabilities.

- 4.8 Taxes, if any, paid or payable by the Demerged Company after the Appointed Date 1 and specifically pertaining to Branded Apparel Undertaking shall be treated as paid or payable by the Resulting Company 1 and the Resulting Company 1 shall be entitled to claim the credit, refund or adjustment for the same as may be applicable.
- 4.9 If the Demerged Company is entitled to any unutilized credits (including balances or advances), benefits under the incentive schemes and policies including tax holiday or concessions relating to the Branded Apparel Undertaking under any Tax Laws or Applicable Laws, the Resulting Company 1 shall be entitled as an integral part of the Scheme to claim such benefit or incentives or unutilised credits as the case may be without any specific approval or permission.
- 4.10 Upon the Scheme becoming effective, the Demerged Company and the Resulting Company 1 shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Tax Laws and to claim refunds and/or credit for Taxes paid and for matters incidental thereto, if required, to give effect to the provisions of the Scheme.
- 4.11 Subject to Clause 4.2 and any other provisions of the Scheme, any refunds, benefits, incentives, grants, subsidies in relation to or in connection with the Branded Apparel Undertaking, the Demerged Company shall, if so required by the Resulting Company 1, issue notices in such form as the Resulting Company 1 may deem fit and proper stating that pursuant to the Tribunal having sanctioned this Scheme, the relevant refund, benefit, incentive, grant, subsidies, be paid or made good or held on account of the Resulting Company 1, as the person entitled thereto, to the end and intent that the right of the Demerged Company to recover or realise the same, stands transferred to the Resulting Company 1 and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 4.12 On and from the Effective Date and till such time that the name of the bank accounts of the Demerged Company, in relation to or in connection with the Branded Apparel Undertaking, have been replaced with that of the Resulting Company 1, the Resulting Company 1 shall be entitled to maintain and operate the bank accounts of the Demerged Company, in the name of the Demerged Company for such time as may be determined to be necessary by the Resulting Company 1. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Demerged Company, in relation to or in connection with the Branded Apparel Undertaking, after the Effective Date shall be accepted by the bankers of the Resulting Company 1 and credited to the account of the Resulting Company 1, if presented by the Resulting Company 1.
- 4.13 Without prejudice to the provisions of the foregoing sub clauses of this Clause 4, and upon the effectiveness of this Scheme, the Demerged Company and the Resulting Company 1 shall be entitled to apply to the Appropriate Authorities as are necessary under any law for such consents, approvals and sanctions which the Resulting Company 1 may require and execute any and all instruments or documents and do all the acts and deeds as may be required, including filing of necessary particulars and/or modification(s) of charge, with the concerned RoC or filing of necessary applications, notices, intimations or letters with any authority or Person to give effect to the Scheme.

5. PERMITS

- 5.1 With effect from the Appointed Date 1, Permits relating to the Branded Apparel Undertaking shall be transferred to and vested in the Resulting Company 1 and the concerned licensor and grantors of such Permits shall endorse where necessary, and record the Resulting Company 1 on such Permits so as to empower and facilitate the approval and vesting of the Branded Apparel Undertaking in the Resulting Company 1 and continuation of operations pertaining to the Branded Apparel Undertaking in the Resulting Company 1 without any hindrance, and shall stand transferred to and vested in and shall be deemed to be transferred to and vested in the Resulting Company 1 without any further act or deed and shall be appropriately mutated by the Appropriate Authorities concerned therewith in favour of the Resulting Company 1 as if the same were originally given by, issued to or executed in favour of the Resulting Company 1 and the Resulting Company 1 shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to the Resulting Company 1.
- 5.2 The benefit of all Permits pertaining to the Branded Apparel Undertaking shall without any other order to this effect, transfer and vest into and become available to the Resulting Company 1 pursuant to the sanction of this Scheme.

6. CONTRACTS

- 6.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments in relation to the Branded Apparel Undertaking, to which the Demerged Company is a party and which is subsisting or having effect on or immediately before the Appointed Date 1 shall remain in full force and effect against or in favour of the Resulting Company 1 and shall be binding on and be enforceable by and against the Resulting Company 1 as fully and effectually as if the Resulting Company 1 had at all material times been a party or beneficiary or obligee thereto. The Resulting Company 1 will, if required, enter into a novation agreement in relation to such contracts, deeds, bonds, agreements, arrangements and other instruments as stated above and, if required, cause such contracts, deeds, bonds, agreements, arrangements and other instruments as stated above to be formally taken on record/recognised by the Appropriate Authorities.
- 6.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Branded Apparel Undertaking occurs by virtue of this Scheme, the Resulting Company 1 may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of

adherence), confirmations, other writings or tripartite arrangements with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary in order to give effect to the provisions of this Scheme. With effect from the Appointed Date 1, the Resulting Company 1 shall under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Demerged Company to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company.

- 6.3 On and from the Effective Date, and thereafter, the Resulting Company 1 shall be entitled to enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Demerged Company, in relation to or in connection with the Branded Apparel Undertaking, in the name of the Resulting Company 1 in so far as may be necessary until the transfer of rights and obligations of the Branded Apparel Undertaking to the Resulting Company 1 under this Scheme have been given effect to under such contracts and transactions.

7. EMPLOYEES

- 7.1 With effect from the Effective Date, the Resulting Company 1 undertakes to engage, without any interruption in service, all employees of the Demerged Company, engaged in or in relation to the Branded Apparel Undertaking, on the terms and conditions not less favourable than those on which the Demerged Company has engaged them. The Resulting Company 1 undertakes to continue to abide by any agreement/settlement or arrangement, if any, entered into or deemed to have been entered into by the Demerged Company with any of the aforesaid employees or union representing them. The Resulting Company 1 agrees that the services of all such employees with the Demerged Company prior to the demerger shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retiral/terminal benefits. The decision on whether or not an employee is part of the Branded Apparel Undertaking, be decided by the Demerged Company, and shall be final and binding on all concerned.

- 7.2 The accumulated balances, if any, standing to the credit of the aforesaid employees in the existing gratuity fund and superannuation fund of which they are members, as the case may be, will be transferred respectively to such gratuity fund and superannuation funds nominated by the Resulting Company 1 and/or such new gratuity fund and superannuation fund to be established in accordance with Applicable Law and caused to be recognized by the Appropriate Authorities, by the Resulting Company 1. Pending the transfer as aforesaid, the gratuity fund and superannuation fund dues of the said employees would be continued to be deposited in the existing gratuity fund and superannuation fund respectively of the Demerged Company.

- 7.3 In so far as provident fund is concerned, the balances standing to the credit of the said employees in the existing provident fund of the Demerged Company shall be retained in such provident fund and such provident fund shall be continued for the benefit of: (a) the said employees who are transferred to the Resulting Company 1, as aforesaid, and (b) other employees of the Demerged Company. In relation to said employees being transferred, the Resulting Company 1 shall stand substituted for the Demerged Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions thereof. The rules of such existing provident fund shall stand amended accordingly. The employees of the Demerged Company engaged in or in relation to the Branded Apparel Undertaking who are transferred to the Resulting Company 1, as aforesaid, shall be deemed to constitute a separate class of employees of the Resulting Company 1 for the purpose of compliance with the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952.

7.4 Employee stock options:

- 7.4.1 Upon the coming into effect of the Scheme, the Resulting Company 1 shall formulate new employee stock option scheme(s) by adopting the AL ESOS of the Demerged Company, as modified in accordance with the variations mentioned in this Clause 7.4.

- 7.4.2 With respect to the stock options granted by the Demerged Company to the employees of the Demerged Company or its subsidiaries (irrespective of whether they continue to be employees of the Demerged Company or its subsidiaries or become employees of the Resulting Company 1 or its subsidiaries pursuant to this Scheme) under the AL ESOS; and upon the Scheme becoming effective, the said employees shall be issued 1 (One) stock option by the Resulting Company 1 under the new scheme(s) for every 5 (Five) stock options held in the Demerged Company, whether the same are vested or not on terms and conditions similar to the AL ESOS.

- 7.4.3 The stock options granted by the Demerged Company under the AL ESOS would continue to be held by the employees concerned (irrespective of whether they continue to be employees of the Demerged Company or its subsidiaries or become employees of the Resulting Company 1 or its subsidiaries). Upon coming into effect of the Scheme, the Demerged Company shall take necessary steps to modify the AL ESOS in a manner considered appropriate and in accordance with the applicable laws, in order to enable the continuance of the same in the hands of the employees who become employees of the Resulting Company 1 or its subsidiaries, subject to the approval of the Stock Exchange and the relevant regulatory authorities, if any, under applicable law.

- 7.4.4 The existing exercise price of the stock options of the Demerged Company shall be modified and the Board of the Demerged Company shall determine the exercise price consequent to the demerger. The Board of the Resulting Company 1 shall determine the exercise price of the stock options issued by the Resulting Company 1 in lieu of stock options granted under AL ESOS. The Board of the Demerged Company and the Resulting Companies shall ensure that the terms of the employee stock options granted under stock option plans of the respective companies in lieu of the options held in AL ESOS and any adjustment to the exercise price of stock options granted under AL ESOS are not less favourable than existing terms of the stock options granted under AL ESOS.

- 7.4.5 While granting stock options, the Resulting Company 1 shall take into account the period during which the employees held stock

options granted by the Demerged Company prior to the issuance of the stock options by the Resulting Company 1, for determining of minimum vesting period required for stock options granted by the Resulting Company 1, subject to Applicable Laws.

- 7.4.6 The Demerged Company as well as the Resulting Company 1 shall reimburse each other for cost debited to the profit & loss account or any suspense/subsidy account, subsequent to the Appointed Date 1, in relation to stock options issued to employees of the other company or its subsidiaries, wherever deemed necessary and required;
- 7.4.7 The Boards of the Demerged Company and Resulting Company 1 shall provide cash compensation, if required, to the Employees of the Demerged Company holding Stock Options in the Demerged Company in order to provide fair treatment if the effect from clauses 7.4.1 to 7.4.6 are deemed insufficient by the Boards of the Demerged Company and the Resulting Company 1.
- 7.4.8 The Boards of the Demerged Company and Resulting Company 1 shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this Clause 7.4. Approval granted to the Scheme by the shareholders of the Demerged Company and the Resulting Company 1 shall also be deemed to be approval granted to any modifications made to the AL ESOS of the Demerged Company and approval granted to the new employee stock option scheme to be adopted by the Resulting Company 1.

8. LEGAL PROCEEDINGS

- 8.1 Upon the coming into effect of this Scheme, proceedings relating to the Branded Apparel Undertaking shall not abate or be discontinued or be in any way prejudicially affected by reason of this Scheme or by anything contained in this Scheme but shall be continued and be enforced by or against the Resulting Company 1 with effect from the Effective Date in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company.
- 8.2 The Resulting Company 1: (a) shall be replaced/added as party to such proceedings relating to the Branded Apparel Undertaking; and (b) shall prosecute or defend such proceedings at its own cost and the liability of the Demerged Company shall consequently stand nullified. For the avoidance of doubt, it is clarified that only the Demerged Company shall be liable for the result of such order or judgment including any relief or positive impact/benefit or adverse impact/liability accruing from such order or judgment. It is clarified that except, as otherwise provided herein, the Demerged Company shall in no event be responsible or liable in relation to any proceedings relating to the Branded Apparel Undertaking that stand transferred to the Resulting Company 1.

9. CONSIDERATION

- 9.1 After effectiveness of Part VI of the Scheme and upon Part II of the Scheme coming into effect and in consideration of and subject to the provisions of this Scheme, the Resulting Company 1 shall, without any further application, act, deed, consent or instrument or deed, issue and allot, on a proportionate basis to each shareholder of the Demerged Company, 1 (One) fully paid up equity share of INR 4 (Indian Rupees Four) each of the Resulting Company 1 ("**Branded Apparel Undertaking New Equity Shares**") for every 5 (Five) equity shares of INR 10 (Indian Rupees Ten) each in the Demerged Company held by such shareholder whose name is recorded in the register of members and records of the depository as members of the Demerged Company as on the Record Date.
- 9.2 The equity shares of the Resulting Company 1 to be issued and allotted as provided in Clause 9.1 above shall be subject to the provisions of the memorandum of association and articles of association of Resulting Company 1, as the case may be, and shall rank pari passu in all respects with any existing equity shares of Resulting Company 1, as the case may be, after the Effective Date including with respect to dividend, bonus, right shares, voting rights and other corporate benefits attached to the equity shares of Resulting Company 1.
- 9.3 In case any shareholder's shareholding in the Demerged Company is such that such shareholder becomes entitled to a fraction of an equity share of the Resulting Company 1, the Resulting Company 1 shall not issue fractional share certificate to such shareholder but shall consolidate such fractions and round up the aggregate of such fractions to the next whole number and issue and allot the consolidated shares directly to a trustee nominated by the Board of Resulting Company 1 in that behalf, who shall sell such shares in the market at such price or prices and on such time or times as the trustee may in its sole discretion decide and on such sale, shall pay to the Resulting Company 1, the net sale proceeds (after deduction of applicable taxes and other expenses incurred), whereupon the Resulting Company 1 shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of Demerged Company in proportion to their respective fractional entitlements so sold by the trustee.
- 9.4 The issue and allotment of equity shares as provided in Clause 9.1, is an integral part hereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act on the part of the Resulting Company 1 or the Demerged Company or their shareholders and as if the procedure laid down under the Act and such other Applicable Laws as may be applicable were duly complied with. It is clarified that the approval of the members and creditors of the Resulting Company 1 and/ or the Demerged Company to this Scheme, shall be deemed to be their consent/ approval for the issue and allotment of equity shares, as the case may be, pursuant to the aforesaid Clause 9.1.
- 9.5 The equity shares issued pursuant to Clause 9.1 shall be in dematerialized form unless otherwise notified in writing by a shareholder of the Demerged Company to the Resulting Company 1 on or before such date as may be determined by the Board of Demerged Company. In the event that such notice has not been received by Resulting Company 1 in respect of any of the shareholders of Demerged Company, the equity shares, shall be issued to such shareholders in dematerialized form provided that the shareholders of Demerged Company shall be required to have an account with a depository participant and shall be required to provide details thereof and such other confirmations as may be required. In the event that Resulting Company 1 has received notice from any shareholder that the equity shares are to be issued in physical form or if any shareholder has not provided the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required or if the details furnished by any shareholder do not permit electronic credit of the shares of Resulting Company 1, then Resulting Company 1 shall issue the equity shares in physical form to such shareholder or shareholders.

- 9.6 In the event that the Parties restructure their equity share capital by way of share split/ consolidation/ issue of bonus shares during the pendency of the Scheme, the share exchange ratio, as per Clause 9.1 above, shall be adjusted (including stock options) accordingly to take into account the effect of any such corporate actions.
- 9.7 Resulting Company 1 shall apply for listing all of its equity shares on the Stock Exchanges in terms of and in compliance of SEBI Circular and other relevant provisions as may be applicable. The equity shares allotted by the Resulting Company 1 in terms of Clause 9.1 above, pursuant to the Scheme, shall remain frozen in the depository system till listing/ trading permission is given by the designated Stock Exchange. Further, there shall be no change in the shareholding pattern of Resulting Company 1 between the Record Date and the listing of its equity shares which may affect the status of approval of the Stock Exchanges.
- 9.8 Resulting Company 1 shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Law for complying with the formalities of the Stock Exchanges.

10. ACCOUNTING TREATMENT BY THE DEMERGED COMPANY AND THE RESULTING COMPANY 1 IN RESPECT OF THEIR RESPECTIVE ASSETS AND LIABILITIES

The Demerged Company and Resulting Company 1 shall account for the Scheme in their respective books/ financial statements upon receipt of all relevant/ requisite approvals for the Scheme, in compliance with applicable Indian Accounting Standards (“Ind-AS”) notified under the Companies (Indian Accounting Standards) Rules, 2015, as amended from time to time including as provided herein below:

10.1 Accounting treatment in the books of the Demerged Company

- 10.1.1 The Demerged Company shall reduce the carrying value of assets and liabilities pertaining to the Branded Apparel Undertaking, transferred to and vested in the Resulting Company 1 from the carrying value of assets and liabilities as appearing in its books;
- 10.1.2 Loans and advances, receivables, payables and other dues outstanding between the Branded Apparel Undertaking and the Resulting Company 1 will stand cancelled and there shall be no further obligation/ outstanding in that behalf;
- 10.1.3 The difference, being the excess/ shortfall of carrying value of assets over the carrying value of liabilities of the Branded Apparel Undertaking shall be accounted in accordance with the Indian Accounting Standards prescribed under Section 133 of the Companies Act, 2013.

10.2 Accounting treatment in the books of the Resulting Company 1

- 10.2.1 The Resulting Company 1 shall record the assets and liabilities pertaining to the Branded Apparel Undertaking, transferred to and vested in it pursuant to this Scheme at their respective carrying values as appearing in the books of the Demerged Company;
- 10.2.2 Loans and advances, receivables, payables and other dues outstanding between the Branded Apparel Undertaking and the Resulting Company 1 will stand cancelled and there shall be no further obligation/ outstanding in that behalf;
- 10.2.3 The Resulting Company 1 shall credit to its share capital in its books of account, the aggregate face value of the equity shares issued by it to the members of the Demerged Company pursuant to Clause 9.1 of this Scheme;
- 10.2.4 Expenses incurred for implementing the Scheme and for the transfer of Branded Apparel Undertaking shall be adjusted to the reserves and surplus account of the Resulting Company 1; and
- 10.2.5 The difference, being the Net Assets transferred from Demerged Company pursuant to Clause 10.2.1 as reduced by the share capital issued pursuant to Clause 10.2.3 after giving effect to inter-company balances as per Clause 10.2.2, netted by the existing share capital cancelled in terms of clause 32 shall be adjusted in compliance with applicable accounting standards.

For the purpose of this Clause 10, “Net Assets” would mean difference between the carrying value of assets and liabilities.

11. TRANSFER OF AUTHORISED SHARE CAPITAL OF THE DEMERGED COMPANY

- 11.1 Upon coming into effect of Part II of this Scheme, INR 50,00,00,000/- (Rupees Fifty Crores) shall stand transferred from the authorised capital of the Demerged Company and get combined with the authorised capital of the Resulting Company 1. Accordingly, Clause V of the Memorandum of Association of the Resulting Company 1 shall automatically stand amended so as to read as under:

“The Authorised Share Capital of the Company is Rs. 75,00,00,000/- (Rupees Seventy Five Crores only) divided into 18,75,00,000 (Eighteen Crore Seventy Five Lakhs only) equity shares of Rs. 4/- (Rupees Four) each with power to classify or reclassify, increase and reduce the capital of the Company or to divide or to consolidate the shares in the capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of Association of the Company and the legislative provisions for the time being in force.”

- 11.2 It is clarified that the approval of the members of the Resulting Company 1 to the Scheme shall be deemed to be their consent/ approval also to the alteration of the Memorandum of Association of the Resulting Company 1 and the Resulting Company 1 shall not be required to seek separate consent/ approval of its shareholders for the alteration of the Memorandum of Association of the Resulting Company 1 as required under Sections 13, 61 and 64 of the Act and other applicable provisions of the Act.
- 11.3 The registration fees applicable under the Act and the stamp duty already paid by the Demerged Company on its authorised capital, which is being transferred to the Resulting Company 1 in terms of sub Clause 11.1 herein above, shall be deemed to have been so paid by the Resulting Company 1 and accordingly, the Resulting Company 1 shall not be required to pay any fee/ stamp duty on the authorised capital so increased. However, the Resulting Company 1 shall file the required returns/ information/ the amended copy of its Memorandum of Association with the RoC.

PART III
DEMERGER AND VESTING OF THE ENGINEERING UNDERTAKING

12. DEMERGER AND VESTING OF THE ENGINEERING UNDERTAKING

- 12.1 Upon the Scheme becoming effective and with effect from the opening business hours of Appointed Date 2, and subject to the provisions of this Scheme and pursuant to Sections 230 to 232 read with Section 66 of the Act and Section 2(19AA) of the Income-tax Act, 1961, the Engineering Undertaking along with all its assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. shall, without any further act, instrument or deed, be demerged from Demerged Company and transferred to and be vested in or be deemed to have been vested in the Resulting Company 2 as a going concern so as to become as and from the Appointed Date 2, the assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Resulting Company 2 by virtue of, and in the manner provided in this Scheme.
- 12.2 In respect of such of the assets and properties forming part of the Engineering Undertaking as are movable in nature or are otherwise capable of transfer by delivery or possession, or by endorsement and/ or delivery, the same shall stand transferred by the Demerged Company upon coming into effect of this Scheme and shall, ipso facto and without any other order to this effect, become the assets and properties of the Resulting Company 2.
- 12.3 Subject to Clause 12.4 below, with respect to the assets of the Engineering Undertaking, other than those referred to in Clause 4.2 above, including all rights, title and interests in the agreements (including agreements for lease or license of the properties), investments in shares, mutual funds, bonds and any other securities, sundry debtors, claims from customers or otherwise, 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, whether or not the same is held in the name of the Demerged Company, shall, without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in the Resulting Company 2, with effect from the Appointed Date 2 by operation of law as transmission or as the case may be in favour of Resulting Company 2. With regard to the licenses of the properties, the Resulting Company 2 will enter into novation agreements, if it is so required.
- 12.4 Without prejudice to the aforesaid, the Engineering Undertaking, including all immovable property, whether or not included in the books of the Demerged Company, whether freehold or leasehold (including but not limited to land, buildings, sites, tenancy rights related thereto, and immovable properties and any other document of title, rights, interest and easements in relation thereto) of the Engineering Undertaking shall stand transferred to and be vested in the Resulting Company 2, without any act or deed to be done or executed by the Demerged Company and/ or the Resulting Company 2.
- 12.5 The Demerged Company shall, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such Persons, as the case may be, that the said debt, receivable, bill, credit, loan, advance or deposit stands transferred to and vested in the Resulting Company 2 and that appropriate modification should be made in their respective books/ records to reflect the aforesaid changes.
- 12.6 Upon effectiveness of the Scheme, all debts, liabilities, loans, obligations and duties of the Demerged Company as on the Appointed Date 2 and relating to the Engineering Undertaking (“**Transferred Engineering Liabilities**”) shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Resulting Company 2 to the extent that they are outstanding as on the Appointed Date 2 and the Resulting Company 2 shall meet, discharge and satisfy the same. The term “**Transferred Engineering Liabilities**” shall include:
- 12.6.1 the debts, liabilities, obligations incurred and duties of any kind, nature or description (including contingent liabilities) which arise out of the activities or operations of the Engineering Undertaking;
- 12.6.2 the specific loans or borrowings (including debentures, bonds, notes and other debt securities raised, incurred and utilized solely for the activities or operations of the Engineering Undertaking); and
- 12.6.3 in cases other than those referred to in Clauses 12.6.1 or 12.6.2 above, so much of the amounts of general or multipurpose borrowings, if any, of the Demerged Company, as stand in the same proportion which the value of the assets transferred pursuant to the demerger of the Engineering Undertaking bear to the total value of the assets of the Demerged Company immediately prior to the Appointed Date 2.
- However, the tax liabilities and tax demands or refunds received or to be received by the Demerged Company for a period prior to the Appointed Date 2 in relation to the Demerged Company shall not be transferred as part of the Engineering Undertaking to Resulting Company 2.
- 12.7 In so far as any Encumbrance in respect of Transferred Engineering Liabilities is concerned, such Encumbrance shall, without any further act, instrument or deed being required to be modified and, if so agreed, shall be extended to and shall operate over the assets of the Resulting Company 2. For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Business are concerned, the Encumbrance, if any, over such assets relating to the Transferred Engineering Liabilities, without any further act, instrument or deed being required, be released and discharged from the obligations and Encumbrances relating to the same. Further, in so far as the assets comprised in the Engineering Undertaking are concerned, the Encumbrance over such assets relating to any loans, borrowings or other debts which are not transferred to the Resulting Company 2 pursuant to this Scheme and which shall continue with the Demerged Company, shall without any further act or deed be released from such Encumbrance and shall no longer be available as security in relation to such liabilities.

- 12.8 Taxes, if any, paid or payable by the Demerged Company after the Appointed Date 2 and specifically pertaining to Engineering Undertaking shall be treated as paid or payable by the Resulting Company 2 and the Resulting Company 2 shall be entitled to claim the credit, refund or adjustment for the same as may be applicable.
- 12.9 If the Demerged Company is entitled to any unutilized credits (including balances or advances), benefits under the incentive schemes and policies including tax holiday or concessions relating to the Engineering Undertaking under any Tax Laws or Applicable Laws, the Resulting Company 2 shall be entitled as an integral part of the Scheme to claim such benefit or incentives or unutilised credits as the case may be without any specific approval or permission.
- 12.10 Upon the Scheme becoming effective, the Demerged Company and the Resulting Company 2 shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Tax Laws and to claim refunds and/or credit for Taxes paid and for matters incidental thereto, if required, to give effect to the provisions of the Scheme.
- 12.11 Subject to clause 12.2 and any other provisions of the Scheme, any refunds, benefits, incentives, grants, subsidies in relation to or in connection with the Engineering Undertaking, the Demerged Company shall, if so required by the Resulting Company 2, issue notices in such form as the Resulting Company 2 may deem fit and proper stating that pursuant to the Tribunal having sanctioned this Scheme, the relevant refund, benefit, incentive, grant, subsidies, be paid or made good or held on account of the Resulting Company 2, as the person entitled thereto, to the end and intent that the right of the Demerged Company to recover or realise the same, stands transferred to the Resulting Company 2 and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 12.12 On and from the Effective Date and till such time that the name of the bank accounts of the Demerged Company, in relation to or in connection with the Engineering Undertaking, have been replaced with that of the Resulting Company 2, the Resulting Company 2 shall be entitled to maintain and operate the bank accounts of the Demerged Company, in the name of the Demerged Company for such time as may be determined to be necessary by the Resulting Company 2. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Demerged Company, in relation to or in connection with the Engineering Undertaking, after the Effective Date shall be accepted by the bankers of the Resulting Company 2 and credited to the account of the Resulting Company 2, if presented by the Resulting Company 2.
- 12.13 Without prejudice to the provisions of the foregoing sub clauses of this Clause 12, and upon the effectiveness of this Scheme, the Demerged Company and the Resulting Company 2 shall be entitled to apply to the Appropriate Authorities as are necessary under any law for such consents, approvals and sanctions which the Resulting Company 2 may require and execute any and all instruments or documents and do all the acts and deeds as may be required, including filing of necessary particulars and/or modification(s) of charge, with the concerned RoC or filing of necessary applications, notices, intimations or letters with any authority or Person to give effect to the Scheme.

13. PERMITS

- 13.1 With effect from the Appointed Date 2, Permits relating to the Engineering Undertaking shall be transferred to and vested in the Resulting Company 2 and the concerned licensor and grantors of such Permits shall endorse where necessary, and record the Resulting Company 2 on such Permits so as to empower and facilitate the approval and vesting of the Engineering Undertaking in the Resulting Company 2 and continuation of operations pertaining to the Engineering Undertaking in the Resulting Company 2 without any hindrance, and shall stand transferred to and vested in and shall be deemed to be transferred to and vested in the Resulting Company 2 without any further act or deed and shall be appropriately mutated by the Appropriate Authorities concerned therewith in favour of the Resulting Company 2 as if the same were originally given by, issued to or executed in favour of the Resulting Company 2 and the Resulting Company 2 shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to the Resulting Company 2.
- 13.2 The benefit of all Permits pertaining to the Engineering Undertaking shall without any other order to this effect, transfer and vest into and become available to the Resulting Company 2 pursuant to the sanction of this Scheme.

14. CONTRACTS

- 14.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments in relation to the Engineering Undertaking, to which the Demerged Company is a party and which is subsisting or having effect on or immediately before the Appointed Date 2 shall remain in full force and effect against or in favour of the Resulting Company 2 and shall be binding on and be enforceable by and against the Resulting Company 2 as fully and effectually as if the Resulting Company 2 had at all material times been a party or beneficiary or obligee thereto. The Resulting Company 2 will, if required, enter into a novation agreement in relation to such contracts, deeds, bonds, agreements, arrangements and other instruments as stated above to be formally taken on record/ recognised by the Appropriate Authorities.
- 14.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Engineering Undertaking occurs by virtue of this Scheme, the Resulting Company 2 may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations, other writings or tripartite arrangements with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary in order to give effect to the provisions of this Scheme. With effect from the Appointed Date 2, the Resulting Company 2 shall under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Demerged Company to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company.
- 14.3 On and from the Effective Date, and thereafter, the Resulting Company 2 shall be entitled to enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Demerged Company, in relation to or in connection with

the Engineering Undertaking, in the name of the Resulting Company 2 in so far as may be necessary until the transfer of rights and obligations of the Engineering Undertaking to the Resulting Company 2 under this Scheme have been given effect to under such contracts and transactions.

15- EMPLOYEES

- 15.1 With effect from the Effective Date, the Resulting Company 2 undertakes to engage, without any interruption in service, all employees of the Demerged Company, engaged in or in relation to the Engineering Undertaking, on the terms and conditions not less favourable than those on which they are engaged by the Demerged Company. The Resulting Company 2 undertakes to continue to abide by any agreement/settlement or arrangement, if any, entered into or deemed to have been entered into by the Demerged Company with any of the aforesaid employees or union representing them. The Resulting Company 2 agrees that the services of all such employees with the Demerged Company prior to the demerger shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retiral/terminal benefits. The decision on whether or not an employee is part of the Engineering Undertaking, be decided by the Demerged Company, and shall be final and binding on all concerned.
- 15.2 The accumulated balances, if any, standing to the credit of the aforesaid employees in the existing gratuity fund and superannuation fund of which they are members, as the case may be, will be transferred respectively to such gratuity fund and superannuation funds nominated by the Resulting Company 2 and/or such new gratuity fund and superannuation fund to be established in accordance with Applicable Law and caused to be recognized by the Appropriate Authorities, by the Resulting Company 2. Pending the transfer as aforesaid, the gratuity fund and superannuation fund dues of the said employees would be continued to be deposited in the existing gratuity fund and superannuation fund respectively of the Demerged Company.
- 15.3 In so far as provident fund is concerned, the balances standing to the credit of the said employees in the existing provident fund of the Demerged Company shall be retained in such provident fund and such provident fund shall be continued for the benefit of: (a) the said employees who are transferred to the Resulting Company 2, as aforesaid, and (b) other employees of the Demerged Company. In relation to said employees being transferred, the Resulting Company 2 shall stand substituted for the Demerged Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions thereof. The rules of such existing provident fund shall stand amended accordingly. The employees of the Demerged Company engaged in or in relation to the Engineering Undertaking who are transferred to the Resulting Company 2, as aforesaid, shall be deemed to constitute a separate class of employees of the Resulting Company 2 for the purpose of compliance with the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- 15.4 Employee stock options:
- 15.4.1 Upon the coming into effect of the Scheme, the Resulting Company 2 shall formulate new employee stock option scheme(s) by adopting the AL ESOS of the Demerged Company, as modified in accordance with the variations mentioned in this Clause 15.4.
- 15.4.2 With respect to the stock options granted by the Demerged Company to the employees of the Demerged Company or its subsidiaries (irrespective of whether they continue to be employees of the Demerged Company or its subsidiaries or become employees of the Resulting Company 2 or its subsidiaries pursuant to this Scheme) under the AL ESOS; and upon the Scheme becoming effective, the said employees shall be issued 1 (One) stock option by the Resulting Company 2 under the new scheme(s) for every 27 (Twenty Seven) stock options held in the Demerged Company, whether the same are vested or not on terms and conditions similar to the AL ESOS.
- 15.4.3 The stock options granted by the Demerged Company under the AL ESOS would continue to be held by the employees concerned (irrespective of whether they continue to be employees of the Demerged Company or its subsidiaries or become employees of the Resulting Company 2 or its subsidiaries). Upon coming into effect of the Scheme, the Demerged Company shall take necessary steps to modify the AL ESOS in a manner considered appropriate and in accordance with the applicable laws, in order to enable the continuance of the same in the hands of the employees who become employees of the Resulting Company 2 or its subsidiaries, subject to the approval of the Stock Exchange and the relevant regulatory authorities, if any, under applicable law.
- 15.4.4 The existing exercise price of the stock options of the Demerged Company shall be modified and the Board of the Demerged Company shall determine the exercise price consequent to the demerger. The Board of the Resulting Company 2 shall determine the exercise price of the stock options issued by the Resulting Company 2 in lieu of stock options granted under AL ESOS. The Board of the Demerged Company and the Resulting Companies shall ensure that the terms of the employee stock options granted under stock option plans of the respective companies in lieu of the options held in AL ESOS and any adjustment to the exercise price of stock options granted under AL ESOS are not less favourable than existing terms of the stock options granted under AL ESOS.
- 15.4.5 While granting stock options, the Resulting Company 2 shall take into account the period during which the employees held stock options granted by the Demerged Company prior to the issuance of the stock options by the Resulting Company 2, for determining of minimum vesting period required for stock options granted by the Resulting Company 2, subject to applicable laws.
- 15.4.6 The Demerged Company as well as the Resulting Company 2 shall reimburse each other for cost debited to the profit & loss account or any suspense/subsidy account, subsequent to the Appointed Date 2, in relation to stock options issued to employees of the other company or its subsidiaries, if necessary and required.
- 15.4.7 The Boards of the Demerged Company and Resulting Company 2 shall provide cash compensation, if required, to the employees

of the Demerged Company holding stock options in the Demerged Company in order to provide fair treatment if the effect from clauses 15.4.1 to 15.4.6 are deemed insufficient by the Boards of the Demerged Company and the Resulting Company 2.

- 15.4.8 The Boards of the Demerged Company and Resulting Company 1 shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this Clause 15.4. Approval granted to the Scheme by the shareholders of the Demerged Company and the Resulting Company 2 shall also be deemed to be approval granted to any modifications made to the AL ESOS of the Demerged Company and approval granted to the new employee stock option scheme to be adopted by the Resulting Company 2, respectively.

16. LEGAL PROCEEDINGS

- 16.1 Upon the coming into effect of this Scheme, proceedings relating to the Engineering Undertaking shall not abate or be discontinued or be in any way prejudicially affected by reason of this Scheme or by anything contained in this Scheme but shall be continued and be enforced by or against the Resulting Company 2 with effect from the Effective Date in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company.
- 16.2 The Resulting Company 2: (a) shall be replaced/ added as party to such proceedings relating to the Engineering Undertaking; and (b) shall prosecute or defend such proceedings at its own cost and the liability of the Demerged Company shall consequently stand nullified. For the avoidance of doubt, it is clarified that only the Demerged Company shall be liable for the result of such order or judgment including any relief or positive impact/benefit or adverse impact/liability accruing from such order or judgment. It is clarified that except, as otherwise provided herein, the Demerged Company shall in no event be responsible or liable in relation to any proceedings relating to the Engineering Undertaking that stand transferred to the Resulting Company 2.

17. CONSIDERATION

- 17.1 Upon Part III of the Scheme coming into effect and in consideration of and subject to the provisions of this Scheme, the Resulting Company 2 shall, without any further application, act, deed, consent or instrument, issue and allot, on a proportionate basis to each shareholder of the Demerged Company, 1 (One) fully paid up equity share of INR 10 (Indian Rupees Ten) each of the Resulting Company 2 ("**Engineering Undertaking New Equity Shares**"), credited as fully paid up, for every 27 (Twenty Seven) equity shares of INR 10 (Indian Rupees Ten) each of the Demerged Company held by such shareholder whose name is recorded in the register of members and records of the depository as members of the Demerged Company as on the Record Date. The equity shares of the Resulting Company 2 to be issued and allotted as provided shall be subject to the provisions of the memorandum of association and articles of association of Resulting Company 2, as the case may be, and shall rank pari passu in all respects with any existing equity shares of Resulting Company 2, as the case may be, after the Effective Date including with respect to dividend, bonus, right shares, voting rights and other corporate benefits attached to the equity shares of Resulting Company 2.
- 17.2 In case any shareholder's shareholding in the Demerged Company is such that such shareholder becomes entitled to a fraction of an equity share of the Resulting Company 2, the Resulting Company 2 shall not issue fractional share certificate to such shareholder but shall consolidate such fractions and round up the aggregate of such fractions to the next whole number and issue and allot the consolidated shares directly to a trustee nominated by the Board of Resulting Company 2 in that behalf, who shall sell such shares in the market at such price or prices and on such time or times as the trustee may in its sole discretion decide and on such sale, shall pay to the Resulting Company 2, the net sale proceeds (after deduction of applicable taxes and other expenses incurred), whereupon the Resulting Company 2 shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of Demerged Company in proportion to their respective fractional entitlements so sold by the trustee.
- 17.3 The issue and allotment of equity shares as provided in Clause 17.1, is an integral part hereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act on the part of the Resulting Company 2 or the Demerged Company or their shareholders and as if the procedure laid down under the Act and such other Applicable Laws as may be applicable were duly complied with. It is clarified that the approval of the members and creditors of the Resulting Company 2 and/ or the Demerged Company to this Scheme, shall be deemed to be their consent/ approval for the issue and allotment of equity shares, as the case may be, pursuant to the aforesaid Clause 17.1.
- 17.4 The equity shares issued pursuant to Clause 17.1 shall be in dematerialized form unless otherwise notified in writing by a shareholder of the Demerged Company to the Resulting Company 2 on or before such date as may be determined by the Board of Demerged Company. In the event that such notice has not been received by Resulting Company 2 in respect of any of the shareholders of Demerged Company, the equity shares, shall be issued to such shareholders in dematerialized form provided that the shareholders of Demerged Company shall be required to have an account with a depository participant and shall be required to provide details thereof and such other confirmations as may be required. In the event that Resulting Company 2 has received notice from any shareholder that the equity shares are to be issued in physical form or if any shareholder has not provided the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required or if the details furnished by any shareholder do not permit electronic credit of the shares of Resulting Company 2, then Resulting Company 2 shall issue the equity shares in physical form to such shareholder or shareholders.
- 17.5 In the event that the Parties restructure their equity share capital by way of share split / consolidation / issue of bonus shares during the pendency of the Scheme, the share exchange ratio, per Clause 17.1 above; shall be adjusted (including stock options) accordingly to take into account the effect of any such corporate actions.
- 17.6 Resulting Company 2 shall apply for listing all of its equity shares on the Stock Exchanges in terms of and in compliance of SEBI Circular and other relevant provisions as may be applicable. The equity shares allotted by the Resulting Company 2 in terms of Clause 17.1 above, pursuant to the Scheme, shall remain frozen in the depository system till listing/ trading permission is given by the designated Stock Exchange. Further, there shall be no change in the shareholding pattern of Resulting Company 2 between the Record Date and the listing

of its equity shares which may affect the status of approval of the Stock Exchanges.

17.7 Resulting Company 2 shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Law for complying with the formalities of the Stock Exchanges.

18. ACCOUNTING TREATMENT BY THE DEMERGED COMPANY AND THE RESULTING COMPANY 2 IN RESPECT OF THEIR RESPECTIVE ASSETS AND LIABILITIES

The Demerged Company and Resulting Company 2 shall account for the Scheme in their respective books/ financial statements upon receipt of all relevant/ requisite approvals for the Scheme, in compliance with applicable Accounting Standards notified under the Companies Act, 2013 as amended from time to time including as provided herein below:

18.1 Accounting treatment in the books of the Demerged Company

18.1.1 The Demerged Company shall reduce the carrying value of assets and liabilities including Investments in Transferor Company pertaining to the Engineering Undertaking, transferred to and vested in the Resulting Company 2 from the carrying value of assets and liabilities as appearing in its books;

18.1.2 Loans and advances, receivables, payables and other dues outstanding between the Engineering undertaking and the Resulting Company 2 will stand cancelled and there shall be no further obligation/ outstanding in that behalf;

18.1.3 The difference, being the excess / shortfall of carrying value of assets over the carrying value of liabilities of the Engineering Undertaking shall be accounted in accordance with the Indian Accounting Standards prescribed under Section 133 of the Companies Act, 2013.

18.2 Accounting treatment in the books of the Resulting Company 2

18.2.1 The Resulting Company 2 shall record the assets and liabilities including Investments in Transferor Company pertaining to the Engineering Undertaking, transferred to and vested in it pursuant to this Scheme at their respective carrying values as appearing in the books of the Demerged Company;

18.2.2 Loans and advances, receivables, payables and other dues outstanding between the Demerged Company and the Resulting Company 2 relating to the Engineering Undertaking will stand cancelled and there shall be no further obligation/ outstanding in that behalf;

18.2.3 The Resulting Company 2 shall credit to its share capital in its books of account, the aggregate face value of the equity shares issued and allotted under Clause 17.1 above to the members of the Demerged Company. INR 507.40 will be accounted as securities premium in the books of Resulting Company 2 for each equity share issued in accordance with Clause 17.1. The securities premium will form part of consideration under Clause 17.1;

18.2.4 Expenses incurred pursuant to the Scheme and for the transfer of Engineering Undertaking shall be adjusted to the reserves and surplus account of the Resulting Company 2 and

18.2.5 The difference, being the Net Assets transferred from Demerged Company pursuant to Clause 18.2.1 over the face value and securities premium of the equity shares allotted pursuant to Clause 18.2.3 above after giving effect to inter-company balances as per Clause 18.2.2 shall be adjusted in compliance with applicable accounting standards.

18.2.6 Goodwill, if any, appearing in the Balance Sheet of the Resulting Company 2 will be amortised / impaired / written off either as per applicable accounting standards or may be adjusted against the balance of securities premium account or capital reserve account or general reserve account or profit and loss account as may be decided by the Board of Directors of the Resulting Company 2.

18.2.7 To the extent, the balance in securities premium account or capital reserve account is utilised and/ or adjusted as per Clause 18.2.6 above, there shall be reduction of securities premium account or capital reserve account, as the case may be, which shall be effected as an integral part of the Scheme itself in accordance with Section 52 and 66 and other applicable provisions of the Act.

18.2.8 The Board of Directors of the Resulting Company 2 in consultation with Statutory Auditors, is authorised to account for any of the balances in any other manner in compliance with the Act, if such accounting treatment is considered more appropriate.

For the purpose of this Clause 18, "Net Assets" would mean difference between the carrying value of assets and liabilities.

19. TRANSFER OF AUTHORISED SHARE CAPITAL OF THE DEMERGED COMPANY

19.1 Upon coming into effect of Part III of this Scheme, INR 50,00,00,000/- (Rupees Fifty Crores) shall stand transferred from the authorised capital of the Demerged Company and get combined with the authorised capital of the Resulting Company 2. Accordingly, Clause V of the Memorandum of Association of the Resulting Company 2 shall automatically stand amended so as to read as under:

"The Authorised Share Capital of the Company is Rs. 50,25,00,000/- (Rupees Fifty Crore Twenty Five Lakhs only) divided into 5,02,50,000 (Five Crore Two Lakhs Fifty Thousand only) equity shares of Rs. 10/- (Rupees Ten) each with power to classify or reclassify, increase and reduce the capital of the Company or to divide the shares in the capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of Association of the Company and the legislative provisions for the time being in force."

19.2 It is clarified that the approval of the members of the Resulting Company 2 to the Scheme shall be deemed to be their consent/ approval also to the alteration of the Memorandum of Association of the Resulting Company 2 and the Resulting Company 2 shall not be required to seek separate consent/ approval of its shareholders for the alteration of the Memorandum of Association of the Resulting Company 2 as

required under Sections 13, 61 and 64 of the Act and other applicable provisions of the Act.

- 19.3 The registration fee applicable under the Act and the stamp duty already paid by the Demerged Company on its authorised capital, which is being transferred to the Resulting Company 2 in terms of sub Clause 19.1 herein above, shall be deemed to have been so paid by the Resulting Company 2 and accordingly, the Resulting Company 2 shall not be required to pay any fee/stamp duty on the authorised capital so increased. However, the Resulting Company 2 shall file the required returns/information/the amended copy of its Memorandum of Association with the RoC.

PART IV

AMALGAMATION OF TRANSFEROR COMPANY WITH TRANSFeree COMPANY

20. TRANSFER OF ASSETS AND LIABILITIES

- 20.1 Immediately on Part III of the Scheme becoming effective and with effect from the opening business hours of Appointed Date 2, and subject to the provisions of this Scheme and pursuant to Section 232 of the Act and Section 2(1B) of the Income-tax Act, 1961, the Transferor Company shall stand amalgamated with the Transferee Company as a going concern and all assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Transferor Company shall, without any further act, instrument or deed, stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, so as to become as and from the Appointed Date 2, the assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Transferee Company by virtue of, and in the manner provided in this Scheme.
- 20.2 Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, upon Part IV of the Scheme becoming effective and with effect from the Appointed Date 2:
- 20.2.1 with respect to the assets of the Transferor Company that are movable in nature or are otherwise capable of being transferred by manual delivery or by paying over or endorsement and/or delivery, the same may be so transferred by the Transferor Company by operation of law without any further act or execution of an instrument with the intent of vesting such assets with the Transferee Company as on the Appointed Date 2.
- 20.2.2 subject to Clause 20.2.3 below, with respect to the assets of the Transferor Company, other than those referred to in Clause 20.2.1 above, including all rights, titles and interests in the agreements (including agreements for lease or license of the properties), investments in shares, mutual funds, bonds and any other securities, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, whether or not the same is held in the name of the Transferor Company shall, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company, with effect from the Appointed Date 2, by operation of law as transmission or as the case may be in favour of Transferee Company. With regard to the licenses of the properties, the Transferee Company will enter into novation agreements, if it is so required.
- 20.2.3 without prejudice to the aforesaid, all the immovable property (including but not limited to the land, buildings, offices, factories, sites, tenancy rights related thereto and other immovable property, including accretions and appurtenances), whether or not included in the books of the Transferor Company, whether freehold or leasehold (including but not limited to any other document of title, rights, interest and easements in relation thereto and any shares in cooperative housing societies associated with such immoveable property) shall stand transferred to and be vested in the Transferee Company, as successor to the Transferor Company, without any act or deed to be done or executed by the Transferor Company, as the case may be and/or the Transferee Company.
- 20.2.4 all debts, liabilities, duties and obligations (debentures, bonds, notes or other debt securities) of the Transferor Company shall, without any further act, instrument or deed be transferred to, and vested in and/or deemed to have been transferred to and vested in, the Transferee Company, so as to become on and from the Appointed Date 2, the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and it shall not be necessary to obtain the consent of any Person who is a party to contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause 20.
- 20.2.5 the vesting of the entire undertaking of the Transferor Company, as aforesaid, shall be subject to the Encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such Encumbrances shall be confined only to the relevant assets of Transferor Company or part thereof on or over which they are subsisting on and vesting of such assets in Transferee Company and no such Encumbrances shall extend over or apply to any other asset(s) of Transferee Company. Any reference in any security documents or arrangements (to which Transferor Company is a party) related to any assets of Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of Transferee Company. Similarly, Transferee Company shall not be required to create any additional security over assets vested under this Scheme for any loans, debentures, deposits or other financial assistance already availed of /to be availed of by it, and the Encumbrances in respect of such indebtedness of Transferee Company shall not extend or be deemed to extend or apply to the assets so vested.
- 20.2.6 Taxes, if any, paid or payable by the Transferor Company after the Appointed Date 2 shall be treated as paid or payable by the Transferee Company and the Transferee Company shall be entitled to claim the credit, refund or adjustment for the same as may

be applicable.

- 20.2.7 if the Transferor Company is entitled to any unutilized credits (including balances or advances), benefits, subsidies, grants, special status and other benefits or privileges of whatsoever nature under the incentive schemes and policies including tax holiday or concessions under any Tax Laws or Applicable Laws, the Transferee Company shall be entitled as an integral part of the Scheme to claim such benefit or incentives or unutilised credits as the case may be automatically without any specific approval or permission.
- 20.2.8 upon Part IV of the Scheme becoming effective, the Transferor Company and/or the Transferee Company shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Tax Laws and to claim refunds and/or credit for Taxes paid and for matters incidental thereto, if required, to give effect to the provisions of the Scheme.
- 20.2.9 it is hereby clarified that in case of any refunds, benefits, incentives, grants, subsidies, etc., the Transferor Company, shall, if so required by the Transferee Company, issue notices in such form as the Transferee Company may deem fit and proper stating that pursuant to the Tribunal having sanctioned this Scheme under Sections 230 to 232 of the Act, the relevant refund, benefit, incentive, grant, subsidy, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company, to recover or realise the same, stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 20.2.10 On and from the Effective Date and till such time that the name of the bank accounts of the Transferor Company has been replaced with that of the Transferee Company, the Transferee Company shall be entitled to maintain and operate the bank accounts of the Transferor Company in the name of the Transferor Company and for such time as may be determined to be necessary by the Transferee Company. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company.
- 20.2.11 without prejudice to the foregoing provisions of Clause 20.2, and upon the effectiveness of Part IV of the Scheme, the Transferor Company and the Transferee Company shall be entitled to apply to the Appropriate Authorities as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require and execute any and all instruments or documents and do all the acts and deeds as may be required, including filing of necessary particulars and/or modification(s) of charge, with the concerned RoC or filing of necessary applications, notices, intimations or letters with any authority or Person, to give effect to the above provisions.

21. PERMITS

With effect from the Appointed Date 2, all the Permits held or availed of by, and all rights and benefits that have accrued to, the Transferor Company, pursuant to the provisions of Section 232 of the Act, shall without any further act, instrument or deed, be transferred to and vest in or be deemed to have been transferred to and vested in and be available to, the Transferee Company so as to become as and from the Effective Date, the Permits, estates, assets, rights, titles, interests and authorities of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible in Applicable Laws. Upon the Appointed Date 2 and until the Permits are transferred, vested, recorded, effected and/or perfected, in the records of the Appropriate Authority, in favour of the Transferee Company, the Transferee Company is authorized to carry on business in the name and style of the Transferor Company and under the relevant license and/or permit and/or approval, as the case may be, and the Transferee Company shall keep a record and/or account of such transactions.

22. CONTRACTS

- 22.1 Subject to the other provisions of the Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature, subsisting or having effect on or immediately before the Appointed Date 2, to which the Transferor Company is a party shall remain in full force and effect against or in favour of the Transferee Company and shall be binding on and be enforceable by and against the Transferee Company as fully and effectually as if the Transferee Company had at all material times been a party thereto. The Transferee Company will, if required, enter into novation agreement(s) in relation to such contracts, deeds, bonds, agreements, arrangements and other instruments as stated above. Any inter-se contracts between the Transferor Company on the one hand and the Transferee Company on the other hand shall stand cancelled and cease to operate upon the effectiveness of Part IV of this Scheme.
- 22.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the assets and liabilities of the Transferor Company occurs by virtue of this Scheme, the Transferee Company may, at any time after Part IV of the Scheme coming into effect, in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations, other writings or tripartite arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary in order to give effect to the provisions of this Scheme. The Transferee Company shall under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.
- 22.3 On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Transferor Company in the name of the Transferor Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company, to the Transferee Company under this Scheme has been given effect to under such contracts and transactions.

23. EMPLOYEES

23.1 Upon this Scheme coming into effect and with effect from the Effective Date, the Transferee Company undertakes to engage all the employees of the Transferor Company on the terms and conditions not less favourable than those on which they are engaged by the Transferor Company without any interruption of service as a result of the amalgamation of the Transferor Company with the Transferee Company. The Transferee Company also agrees that the services of all such employees with the Transferor Company prior to the amalgamation of the Transferor Company with the Transferee Company shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retirement/terminal benefits.

23.2 Employee stock options:

23.2.1 Upon the coming into effect of the Scheme, the Transferee Company shall formulate new employee stock option scheme/(s) by adopting the Anup ESOS of the Transferor Company, as modified in accordance with the variations mentioned in this Clause 23.2.

23.2.2 With respect to the stock options granted by the Transferor Company to the employees of the Transferor Company or its subsidiaries under the Anup ESOS; and upon the Scheme becoming effective, the said employees shall be issued 7 (Seven) stock options by the Transferee Company under the new scheme(s) for every 10 (Ten) stock options held in the Transferor Company, whether the same are vested or not on terms and conditions similar to the Anup ESOS.

23.2.3 While granting stock options, the Transferee Company shall take into account the period during which the employees held stock options granted by the Transferor Company prior to the issuance of the stock options by the Transferee Company, for determining of minimum vesting period required for stock options granted by the Transferee Company, subject to applicable laws.

23.2.4 The Board of the Transferor Company and Transferee Company shall provide cash compensation, if required, to the employees of the Transferor Company holding stock options in the Transferor Company in order to provide fair treatment if the effect from Clauses 23.2.1 to 23.2.3 are deemed insufficient by the Board of the Transferor Company and the Transferee Company.

23.2.5 The Board of the Transferor Company and Transferee Company shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this Clause 23.2. Approval granted to the Scheme by the shareholders of the Transferor Company and the Transferee Company shall also be deemed to be approval granted to the new employee stock option scheme to be adopted by the Transferee Company.

24. LEGAL PROCEEDINGS

If any suit, cause of actions, appeal or other legal, quasi-judicial, arbitral or other administrative proceedings of whatever nature (hereinafter called the “**Proceedings**”) by or against the Transferor Company be pending on the Effective Date, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the amalgamation or of anything contained in this Scheme, but the Proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made. On and from the Effective Date, the Transferee Company may initiate any legal proceeding for and on behalf of the Transferor Company.

25. CONSIDERATION

25.1 After effectiveness of Part III of the Scheme, the Transferor Company shall become a subsidiary of the Transferee Company.

25.2 After effectiveness of the Part III of the Scheme and in consideration of and subject to the provisions of Clause 25.3 and other provisions of this Scheme, Transferee Company shall, without any further application, act, deed, consent, instrument, issue and allot, to each shareholder of the Transferor Company whose name is recorded in the register of members of the Transferor Company on the Record Date, in the following proportion:

*“7 (Seven) fully paid up equity shares of INR 10 (Indian Rupees Ten) each of the Transferee Company shall be issued and allotted, credited as fully paid up, for every 10 (Ten) equity shares of INR 10 (Indian Rupees Ten) each held in the Transferor Company.” (“**Transferee Company New Equity Shares**”).*

No shares shall be issued by the Transferee Company in respect of the shares held by the Transferee Company in the Transferor Company.

25.3 Upon Part IV of this Scheme becoming effective, and in consideration of the Transferor Company amalgamating into the Transferee Company, the equity shares held by the Transferee Company on the Effective Date (held either directly or through its nominees) in the Transferor Company shall be cancelled pursuant to this Scheme without any further application, act or deed. It is clarified that no new shares shall be issued or any payment shall be made in cash whatsoever by the Transferee Company in lieu of such shares of the Transferor Company.

25.4 The equity shares of the Transferee Company to be issued and allotted as provided in Clause 25.2 above shall be subject to the provisions of the memorandum of association and articles of association of Transferee Company, as the case may be, and shall rank pari passu in all respects with the existing equity shares of Transferee Company, as the case may be, after the Effective Date including with respect to dividend, bonus, right shares, voting rights and other corporate benefits attached thereto.

25.5 In case any shareholder's shareholding in the Transferor Company is such that such shareholder becomes entitled to a fraction of an equity share of Transferee Company, as the case may be, Transferee Company shall not issue fractional share certificate to such shareholder but shall consolidate such fractions and round up the aggregate of such fractions to the next whole number and issue and allot the consolidated shares directly to a trustee(s) nominated by the Board of the Transferee Company in that behalf, who shall sell such

shares in the market at such price or prices and on such time or times as the trustee(s) may in its sole discretion decide and on such sale, shall pay to Transferee Company, the net sale proceeds (after deduction of applicable taxes and other expenses incurred), whereupon Transferee Company shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of the Transferor Company in proportion to their respective fractional entitlements.

- 25.6 The issue and allotment of equity shares as provided in Clause 25.2, is an integral part hereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act on the part of Transferee Company or Transferor Company or their shareholders and as if the procedure laid down under the Act and such other Applicable Laws as may be applicable were duly complied with. It is clarified that the approval of the members and creditors of the Transferee Company and/or the Transferor Company to this Scheme, shall be deemed to be their consent/approval for the issue and allotment of equity shares, as the case may be, pursuant to this Clause 25.2.
- 25.7 The Transferee Company New Equity Shares issued pursuant to Clause 25.2 shall be in dematerialized form unless otherwise notified in writing by a shareholder of the Transferor Company to Transferee Company on or before such date as may be determined by the Board of Transferor Company. In the event that such notice has not been received by Transferee Company in respect of any of the shareholders of Transferor Company, the equity shares, shall be issued to such shareholders in dematerialized form provided that the shareholders of Transferor Company shall be required to have an account with a depository participant and shall be required to provide details thereof and such other confirmations as may be required. In the event that Transferee Company has received notice from any shareholder that the equity shares are to be issued in physical form or if any shareholder has not provided the requisite details relating to his/ her/ its account with a depository participant or other confirmations as may be required or if the details furnished by any shareholder do not permit electronic credit of the shares of Transferee Company, then Transferee Company shall issue the equity shares in physical form to such shareholder or shareholders.
- 25.8 Transferee Company shall apply for listing of Transferee Company New Equity Shares on the Stock Exchanges in terms of and in compliance of the SEBI Circular and other relevant provisions as may be applicable. The Transferee Company New Equity Shares allotted by the Transferee Company in terms of Clause 25.2 above, pursuant to the Scheme, shall remain frozen in the depository system till listing/trading permission is given by the designated Stock Exchanges.
- 25.9 In the event that the Parties restructure their equity share capital by way of share split / consolidation/ issue of bonus shares during the pendency of the Scheme, the share exchange ratio as per Clause 25.2 above, shall be adjusted accordingly to take into account the effect of any such corporate actions.
- 25.10 Transferee Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Law for complying with the formalities of the Stock Exchanges.

26. ACCOUNTING TREATMENT BY THE TRANSFEE COMPANY IN RESPECT OF ASSETS AND LIABILITIES

- 26.1 The Transferee Company shall account for the Scheme in its books/financial statements upon receipt of all relevant/requisite approvals for the Scheme, in accordance with the Purchase Method of Accounting as prescribed under Accounting Standard 14 (“AS 14”) dealing with “Accounting for Amalgamations”, as amended from time to time including as provided herein below:
- 26.1.1 The Transferee Company shall record the assets and liabilities of Transferor Company, transferred to and vested in it pursuant to this Scheme at their respective carrying values as appearing in the books of the Transferor Company or at their fair value of identified assets and liabilities, as may be decided by the Board of Directors of the Transferee Company.
- 26.1.2 The Transferee Company shall credit to the Share Capital account in its books of account, the aggregate face value of the equity shares issued and allotted under Clause 25.2 above to the equity shareholders of the Transferor Company. INR 507.40 will be accounted as securities premium in the books of Transferee Company for each equity share issued in accordance with Clause 25.2. The securities premium will form part of consideration under Clause 25.1.
- 26.1.3 Loans and advances, receivable, payables and other dues outstanding between the Transferor Company and the Transferee Company will stand cancelled and there shall be no further obligation/outstanding in that behalf.
- 26.1.4 Expenses pertaining to the Scheme and for the amalgamation shall be adjusted to the reserves and surplus account of the Transferee Company.
- 26.1.5 The difference being the Net Assets transferred to Transferee Company pursuant to Clause 26.1.1 over the face Value and securities premium of the equity shares allotted as per Clause 26.1.2 above after giving effect to inter-company balances as per Clause 26.1.3, shall be adjusted in compliance with applicable accounting standards.
- 26.1.6 Upon coming into effect of Part IV of this Scheme, the shares held by the Transferee Company in the Transferor Company on the Effective Date, shall be cancelled and the same shall be treated as per applicable accounting standards.
- 26.1.7 Goodwill, if any, appearing in the balance sheet of the Transferee Company will be amortised/ impaired /written off either as per AS 14 or may be adjusted against the balance of securities premium account or capital reserve account or general reserve account or profit and loss account as may be decided by the Board of Directors of the Transferee Company.
- 26.1.8 To the extent the balance in securities premium account or capital reserve is utilised and/or adjusted as per Clause 26.1.7 above, there shall be reduction of securities premium account or capital reserve as the case may be which shall be effected as an integral part of the Scheme itself in accordance with Sections 52 and 66 and other applicable provisions of the Act.
- 26.1.9 The Board of Directors of the Transferee Company, in consultation with statutory auditors, is authorised to account for any of the balances in any other manner in compliance with the Act, if such accounting treatment is considered more appropriate.

For the purpose of this Clause 26, "Net Assets" would mean difference between the carrying value of assets and liabilities.

27. VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the coming into effect of Part IV of this Scheme, the resolutions/power of attorney of/ executed by the Transferor Company, as are considered necessary by the Board of the Transferee Company, and that are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions and power of attorney passed/ executed by the Transferee Company, and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then said limits as are considered necessary by the Board of the Transferee Company shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

28. COMBINATION OF AUTHORISED CAPITAL

28.1 Upon Part IV of the Scheme becoming effective, the authorised share capital of the Transferee Company shall stand increased without any further act, instrument or deed on the part of Transferee Company including payment of stamp duty and fees to Registrar of Companies, by the authorised share capital of the Transferor Company amounting to INR 15,00,00,000 (Indian Rupees Fifteen Crores) comprising of 1,50,00,000 equity shares of INR 10 each and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under the applicable provisions of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duty and fees paid on the authorized capital of the Transferor Company shall be utilized and applied to the increased authorized share capital of the Transferor Company and there would be no requirement for any further payment of stamp duty and/or fee by the Transferor Company for increase in the authorised share capital to that extent.

28.2 Clause V of the memorandum of association of the Transferee Company shall without any act, instrument or deed be and stand altered, modified and amended pursuant to Sections 13, 14, 61, 64, and other applicable provisions of the Act, and be replaced by the following clause:

"The Authorised Share Capital of the Company is Rs.65,25,00,000/- (Rupees Sixty Five Crores Twenty Five Lakhs only) divided into 6,52,50,000 (Six Crores Fifty Two Lakhs Fifty Thousand only) equity shares of Rs. 10 (Rupees Ten) each with such rights, privileges and conditions attached thereto as may be determined by the Board of Directors of the Company. The Company has and shall have always have the power to divide or to consolidate the share capital from time to time into several classes and to increase or reduce its capital from time to time and to vary, modify or abrogate any such rights, privileges or conditions attached to any class of shares in such manner as may for the time being be provided by the regulations of the Company."

28.3 It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent/ approval also to the alteration of the Memorandum and Articles of Association of the Transferee Company as may be required under the Act.

29. DISSOLUTION OF TRANSFEROR COMPANY

On Part IV of this Scheme becoming effective, the Transferor Company shall stand dissolved without winding up. On and from the Effective Date, the name of the Transferor Company shall be struck off from the records of the concerned RoC.

PART V

CHANGE IN AUTHORISED SHARE CAPITAL OF DEMERGED COMPANY

30. CHANGE IN AUTHORISED SHARE CAPITAL OF DEMERGED COMPANY

30.1 Upon Part II and Part III of this Scheme coming into effect and consequent to transfer of authorised share capital as mentioned in Clause 11 and 19 above, Clause V of the Memorandum of Association of the Demerged Company shall stand replaced and altered as per this Clause 30.

30.2 Clause V of the Memorandum of Association of the Demerged Company shall be replaced to include the following, without any further act, deed or instrument:

"The Authorised Share Capital of the Company is Rs. 565,00,00,000/- (Rupees Five Hundred Sixty Five Crores only) divided into 46,50,00,000 (Forty Six Crores Fifty Lacs Only) Equity Shares of Rs. 10/- (Rupees Ten only) each, 1,00,00,000 (One Crore Only) Preference Shares of Rs. 100/- each with such rights, privileges and conditions attached thereto as may be determined by the General Meetings at the time of issue. The Company has and shall always have the power to divide the Share Capital from time to time and to vary, modify and abrogate any rights, privileges, conditions attached to the Share in such a manner as may from the time being provided in the regulations of the Company."

30.3 It is clarified that the approval of the members of the Demerged Company to the Scheme shall be deemed to be their consent/ approval also to the alteration of the Memorandum of Association of the Demerged Company and the Demerged Company shall not be required to seek separate consent/ approval of its shareholders for the alteration of the Memorandum of Association of the Demerged Company as required under Sections 13, 61 and 64 of the Act and other applicable provisions of the Act.

30.4 It is further clarified that should either Part II or Part III be made effective individually then Clause V of the Memorandum of Association of the Demerged Company shall be suitably modified to give effect only to either Clause 11 or Clause 19 as the case may be.

PART VI
CONSOLIDATION OF SHARE CAPITAL OF THE RESULTING COMPANY 1

31. CONSOLIDATION OF EQUITY SHARES OF THE RESULTING COMPANY 1

- 31.1 With satisfaction or waiver of conditions mentioned in Clause 41.1 of the Scheme, 2 (two) equity shares of INR 2 each of the Resulting Company 1 shall be consolidated into 1 (one) fully paid up equity share of INR 4 each.
- 31.2 The share certificates of the Resulting Company 1 in relation to the equity shares held by its shareholders shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled pursuant to this Scheme. After taking into effect the consolidation of equity share capital of the Resulting Company 1 and on the basis of shareholdings on the Record Date, either fresh share certificate(s) will be issued to the shareholders of the Resulting Company 1 holding the shares in physical form, or, in case of shareholding in dematerialised form, appropriate number of shares in terms of this Scheme will automatically be credited to the respective dematerialised accounts of the said shareholders maintained with the depositories.
- 31.3 Due to such consolidation in capital of the Resulting Company 1, if a shareholder becomes entitled to a fraction of an equity share of the Resulting Company 1, the Resulting Company 1 shall not issue fractional share certificates to such member/ beneficial owner but shall round off such shareholders entitlement to the nearest integer.
- 31.4 The aforesaid consolidation of the share capital of the Resulting Company 1 shall be effected as an integral part of this Scheme itself, without having to follow the process under Section 61 of the Act separately and approval of the shareholders to the scheme shall be deemed to be approval to the consolidation of equity shares under Section 61 of the Act.
- 31.5 It is clarified that upon the Scheme becoming effective, the consolidation of shares as stated in this Part VI shall precede all other actions as stated in Part II and Part VII of this Scheme.

PART VII
REDUCTION AND REORGANISATION OF SHARE CAPITAL OF THE RESULTING COMPANY 1

32. REDUCTION AND CANCELLATION OF CERTAIN EQUITY SHARES OF THE RESULTING COMPANY 1

- 32.1 Simultaneously upon implementation of Part II of the Scheme and with effect from the Effective Date, all the equity shares of the Resulting Company 1 held by the Demerged Company and forming part of the Branded Apparel Undertaking (“**Resulting Company 1 Cancelled Shares**”) shall stand cancelled, extinguished and annulled on and from the Effective Date and the paid up equity capital of the Resulting Company 1 to that effect shall stand cancelled and reduced, which shall be regarded as reduction of equity share capital of the Resulting Company 1, pursuant to Section 66 of the Act as also any other applicable provisions of the Act.
- 32.2 The aforesaid reduction of the share capital of the Resulting Company 1 shall be effected as an integral part of this Scheme itself, without having to follow the process under Section 66 of the Act separately and the order of the Tribunal sanctioning this Scheme shall be deemed to be an order under Section 66 of the Act confirming the reduction.
- 32.3 On effecting the reduction of the share capital as stated in Clause 32.1 above, the share certificates in respect of the Resulting Company 1 Cancelled Shares held by their respective holders shall also be deemed to have been cancelled.
- 32.4 On the Effective Date, the Resulting Company 1 shall debit its share capital account in its books of account with the aggregate face value of the Resulting Company 1 Cancelled Shares.
- 32.5 The capital reserve in the books of the Resulting Company 1 shall be increased to the extent of the amount of Resulting Company 1 Cancelled Shares.

PART VIII
REDUCTION AND REORGANISATION OF SHARE CAPITAL OF THE RESULTING COMPANY 2

33. REDUCTION AND CANCELLATION OF CERTAIN EQUITY SHARES OF THE RESULTING COMPANY 2

- 33.1 Immediately upon implementation of Part III of the Scheme and with effect from the Effective Date and upon allotment of equity shares by the Resulting Company 2, the entire paid up equity share capital, as on Effective Date, of the Resulting Company 2 (“**Resulting Company 2 Cancelled Shares**”) shall stand cancelled, extinguished and annulled on and from the Effective Date and the paid up equity capital of the Resulting Company 2 to that effect shall stand cancelled and reduced, which shall be regarded as reduction of equity share capital of the Resulting Company 2, pursuant to Section 66 of the Act as also any other applicable provisions of the Act.
- 33.2 The aforesaid reduction of the share capital of the Resulting Company 2 shall be effected as an integral part of this Scheme itself, without having to follow the process under Section 66 of the Act separately and the order of the Tribunal sanctioning this Scheme shall be deemed to be an order under Section 66 of the Act confirming the reduction.
- 33.3 On effecting the reduction of the share capital as stated in Clause 33.1 above, the share certificates in respect of the Resulting Company 2 Cancelled Shares held by their respective holders shall also be deemed to have been cancelled.

- 33.4 On the Effective Date, the Resulting Company 2 shall debit its share capital account in its books of account with the aggregate face value of the Resulting Company 2 Cancelled Shares.
- 33.5 The capital reserve in the books of the Resulting Company 2 shall be increased to the extent of the amount of Resulting Company 2 Cancelled Shares.

PART IX
GENERAL TERMS & CONDITIONS

34. REMAINING BUSINESS

- 34.1 The Remaining Business and all the assets, investments, liabilities and obligations of the Demerged Company, shall continue to belong to and be vested in and be managed by the Demerged Company.
- 34.2 All legal, Taxation and/ or other proceedings by or against the Demerged Company under any statute, whether pending on the Effective Date or which may be instituted at any time thereafter and relating to the Remaining Business of the Demerged Company (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Business) shall be continued and enforced against the Demerged Company.
- 34.3 If proceedings are taken against the Resulting Companies in respect of matters referred to in Clause 34.2 above relating to the Remaining Business, it shall defend the same in accordance with the advice of the Demerged Company and at the cost of the Demerged Company and the latter shall reimburse and indemnify the relevant resulting company, against all liabilities and obligations incurred by that resulting company in respect thereof.
- 34.4 If proceedings are taken against the Demerged Company in respect of matters referred to in Clause 34.2 above relating to the Demerged Undertakings, it shall defend the same in accordance with the advice of the relevant resulting company and at the cost of the said resulting company and the latter shall reimburse and indemnify the Demerged Company, against all liabilities and obligations incurred by the Demerged Company in respect thereof.

35. DIVIDENDS

- 35.1 The Transferor Company, Transferee Company, Demerged Company and Resulting Companies shall be entitled to declare and pay dividends, to their respective shareholders in respect of the accounting period ending 31 March 2018 and such future accounting periods consistent with the past practice or in ordinary course of business, whether interim or final. Any other dividend shall be recommended/ declared only by the mutual consent of the concerned Parties.
- 35.2 It is clarified that the aforesaid provisions in respect of declaration of dividends (whether interim or final) are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Transferor Company, Transferee Company, Demerged Company and/ or the Resulting Companies to demand or claim or be entitled to any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective Boards of the Transferor Company, Transferee Company, Demerged Company and/ or the Resulting Companies as the case may be, and subject to approval, if required, of the shareholders of the Transferor Company, Transferee Company, Demerged Company and/ or the Resulting Companies as the case may be.

36. CONDUCT OF BUSINESS UP TO THE EFFECTIVE DATE

- 36.1 With effect from the date of approval of this Scheme by the respective Boards of the Parties and up to and including the Effective Date:
- 36.1.1 The Transferor Company and the Demerged Company with respect to the Demerged Undertakings shall carry on their business with reasonable diligence and business prudence and in the same manner as it had been doing hitherto, and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for themselves or on behalf of its respective affiliates or associates or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal in any of its properties/assets, except:
- (a) when the same is expressly provided in this Scheme; or
 - (b) when the same is in the ordinary course of business as carried on, as on the date of filing of this Scheme in the Tribunal; or
 - (c) when written consent of the Resulting Company 2/ Transferee Company, as the case may be has been obtained in this regard.
- 36.1.2 The Transferor Company and the Demerged Company with respect to Demerged Undertakings shall not alter or substantially expand its business or undertake (i) any material decision in relation to its business and affairs and operations other than that in the ordinary course of business; (ii) any agreement or transaction (other than an agreement or transaction in the ordinary course of business); and (iii) any new business or discontinue any existing business or change the capacity of facilities other than that in the ordinary course of business, except with the written concurrence of the Resulting Companies/ Transferee Company, as the case may be;
- 36.1.3 The Transferor Company and the Demerged Company with respect to Demerged Undertakings shall not vary the terms and conditions of employment of any of its employees, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken except with the written concurrence of the Resulting Companies/ Transferee Company, as the case may be;

- 36.1.4 The Transferor Company shall not amend its Memorandum of Association or Articles of Association, except with the written concurrence of the Transferee Company, unless required to be done pursuant to actions between the Appointed Date 2 and Effective Date expressly permitted under this Scheme.
- 36.2 The Transferee Company and Resulting Companies shall be entitled, pending the sanction of the Scheme, to apply to the Appropriate Authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Resulting Companies may require to carry on the business of the Transferor Company and the Demerged Undertakings and to give effect to the Scheme.
- 36.3 For the purpose of giving effect to the order passed under Sections 230 to 232 read with Section 66 and other applicable provisions of the Act in respect of this Scheme by the Tribunal, the Transferee Company and Resulting Companies shall, at any time pursuant to the orders approving this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the amalgamation of the Transferor Company and demerger of the Demerged Undertakings, in accordance with the provisions of Sections 230 to 232 read with Section 66 of the Act. The Transferee Company and the Resulting Companies shall always be deemed to have been authorized to execute any pleadings, applications, forms, etc., as may be required to remove any difficulties and facilitate and carry out any formalities or compliances as are necessary for the implementation of this Scheme. For the purpose of giving effect to the vesting order passed under Section 232 of the Act in respect of this Scheme, the Transferee Company and Resulting Companies shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges and fulfil all its obligations, in relation to or applicable to all immovable properties, including mutation and/or substitution of the ownership or the title to or interest in the immovable properties which shall be made and duly recorded by the Appropriate Authority(ies) in favour of the Transferee Company and Resulting Companies as the case may be pursuant to the sanction of the Scheme by the Tribunal and upon the effectiveness of this Scheme in accordance with the terms hereof, without any further act or deed to be done or executed by the Transferor Company and the Resulting Companies as the case may be. It is clarified that the Transferee Company and Resulting Companies shall be entitled to engage in such correspondence and make such representations, as may be necessary, for the purposes of the aforesaid mutation and/or substitution.

37. FACILITATION PROVISIONS

- 37.1 Immediately upon the Scheme being effective, the Demerged Company and the Resulting Companies shall enter into shared services agreements as may be necessary, inter alia in relation to use by the Resulting Companies of office space, infrastructure facilities, information technology services, security personnel, legal, administrative and other services, etc. of the Demerged Company on such terms and conditions that may be agreed between the Parties and on payment of consideration on an arm's length basis and which are in the ordinary course of business.
- 37.2 It is clarified that approval of the Scheme by the shareholders of Demerged Company and Resulting Companies under sections 230 to 232 read with Section 66 of the Act shall be deemed to have their approval under Section 188 and other applicable provisions of the Act and Regulation 23 and other applicable regulations of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and that no separate approval of the Board or audit committee or shareholders shall be required to be sought by the Demerged Company or Resulting Companies.
- 37.3 It is clarified that all guarantees provided by the Demerged Company in respect of the Demerged Undertakings and the Transferor Company shall be valid and subsisting till adequate arrangements/guarantees have been provided in respect of the same by the Resulting Companies.

38. PROPERTY IN TRUST

- 38.1 Notwithstanding anything contained in this Scheme, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom and pertaining to the Demerged Undertakings are transferred, vested, recorded, effected and/or perfected, in the records of the Appropriate Authority(ies), regulatory bodies or otherwise, in favour of the Resulting Companies, the Resulting Companies shall be deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement as if it were the owner of the property or asset or as if it were the original party to the license, approval, permission, contract or agreement. It is clarified that till entry is made in the records of the Appropriate Authority(ies) and till such time as may be mutually agreed by the Demerged Company and the Resulting Companies, the Demerged Company will continue to hold the property and / or the asset, license, permission, approval as the case may be in trust on behalf of the Resulting Company 1 or Resulting Company 2, as the case may be.

39. APPLICATIONS/PETITIONS TO THE TRIBUNAL

- 39.1 The Parties shall dispatch, make and file all applications and petitions under Sections 230 to 232 read with Section 66 and other applicable provisions of the Act before the Tribunal, under whose jurisdiction, the registered offices of the respective Parties are situated, for sanction of this Scheme under the provisions of Applicable Law and shall apply for such approvals as may be required under Applicable Law and for dissolution of the Transferor Company without being wound up.
- 39.2 The Parties shall be entitled, pending the sanction of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals which the Demerged Company, Transferor Company, Resulting Companies and Transferee Company may require to own the assets and/or liabilities of the Demerged Undertakings or the Transferor Company, as the case may be, and to carry on the business of the Demerged Undertakings or Transferor Company, as the case may be.

40. MODIFICATION OR AMENDMENTS TO THIS SCHEME

- 40.1 On behalf of each of the Demerged Company, the Transferor Company, the Resulting Companies and the Transferee Company, the Board

of the respective companies acting themselves or through authorized persons, may consent jointly but not individually, on behalf of all persons concerned, to any modifications or amendments of this Scheme at any time and for any reason whatsoever or to any conditions or limitations that the Tribunal or any other Appropriate Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by all of them (i.e. the Boards of the Demerged Company, the Resulting Companies, the Transferor Company and the Transferee Company) and solve all difficulties that may arise for carrying out this Scheme and do all acts, deeds and things necessary for putting this Scheme into effect.

40.2 For the purpose of giving effect to this Scheme or to any modification thereof the Boards of the Demerged Company, the Transferor Company, the Resulting Companies and the Transferee Company acting themselves or through authorized persons may jointly but not individually, give and are jointly authorised to give such directions including directions for settling any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme. It is clarified that individual companies acting themselves or through authorized persons may individually approach the Tribunal or any other Appropriate Authority to seek clarifications for implementation of the Scheme.

40.3 It is clarified that if any modifications are required post satisfaction of the conditions precedent mentioned in Clause 41 and the Scheme having been made effective, the Effective Date shall not be affected by any such modifications that might be required to be made and the Effective Date for such modified Scheme shall be same as the date on which Scheme was made effective prior to the modifications.

41. CONDITIONS PRECEDENT

41.1 Unless otherwise decided (or waived) by the relevant Parties, the Scheme is conditional upon and subject to the following conditions precedent:

41.1.1 obtaining no-objection/ observation letter from the Stock Exchanges in relation to the Scheme under Regulation 37 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015;

41.1.2 approval of the Scheme by the requisite majority of each class of shareholders and creditors of the Transferor Company, the Transferee Company, the Demerged Company and the Resulting Companies and such other classes of persons of the said Companies, if any, as applicable or as may be required under the Act and as may be directed by the Tribunal;

41.1.3 the Parties, as the case may be, complying with other provisions of the SEBI Circular, including seeking approval of the shareholders of the Demerged Company through e-voting, as applicable. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders, of the Demerged Company, against it as required under the SEBI Circular. The term 'public' shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957;

41.1.4 the sanctions and orders of the Tribunals, under Sections 230 to 232 read with Section 66 of the Act being obtained by the Transferor Company, the Transferee Company, the Demerged Company and the Resulting Companies; and

41.1.5 certified/ authenticated copies of the orders of the Tribunal, sanctioning the Scheme, being filed with the RoC having jurisdiction over the Parties.

41.2 Without prejudice to Clause 41.1 and subject to the satisfaction or waiver of the conditions mentioned in Clause 41.1 above, the Scheme shall be made effective in the order as contemplated below:

41.2.1 Part II of the Scheme shall be made effective immediately after the implementation of Part VI of the Scheme;

41.2.2 Part III of the Scheme shall be made effective subject to the satisfaction or waiver of conditions mentioned in Clause 41.1 by the Boards of the Demerged Company and the Resulting Company 2;

41.2.3 Part IV of the Scheme shall be made effective after implementation of Part III of the Scheme;

41.2.4 Part V of the Scheme shall be made effective after implementation of Part II and Part III of the Scheme;

41.2.5 Part VI of the Scheme shall be made effective subject to the satisfaction or waiver of conditions mentioned in Clause 41.1 by the Board of the Resulting Company 1;

41.2.6 Part VII of the Scheme shall be made effective immediately after implementation of Part VI of the Scheme and simultaneously with the implementation of Part II of the Scheme; and

41.2.7 Part VIII of the Scheme shall be made effective after consideration mentioned in Clause 17.1 and Clause 25.2 being issued.

41.3 It is hereby clarified that submission of this Scheme to the Tribunal and to the Appropriate Authorities for their respective approvals is without prejudice to all rights, interests, titles or defences that the Demerged Company, the Transferor Company, the Resulting Companies and/or the Transferee Company may have under or pursuant to all Applicable Laws.

41.4 On the approval of this Scheme by the shareholders of the Demerged Company, the Transferor Company, the Transferee Company and the Resulting Companies and such other classes of Persons of the said Companies, if any, pursuant to Clause 41.1.2, such shareholders and classes of Persons shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the demerger, amalgamation, capital reduction set out in this Scheme, related matters and this Scheme itself.

42. EFFECT OF NON-RECEIPT OF PERMITS AND MATTERS RELATING TO REVOCATION/WITHDRAWAL OF THIS SCHEME

42.1 The Demerged Company, the Transferor Company, the Transferee Company and the Resulting Companies acting through their respective Boards shall each be at liberty to withdraw from this Scheme: (a) in case any condition or alteration imposed by any Appropriate Authority is unacceptable to any of them; or (b) they are of the view that coming into effect of the respective parts to this

Scheme could have adverse implications on the respective companies.

- 42.2 If this Scheme is not effective within such period as may be mutually agreed upon between the Demerged Company, the Transferor Company, the Resulting Companies and the Transferee Company through their respective Boards or their authorised representatives, this Scheme shall become null and void and each Party shall bear and pay its respective costs, charges and expenses for and/ or in connection with this Scheme.
- 42.3 In the event of revocation/ withdrawal under Clause 42.1 or above, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Demerged Company, the Transferor Company, the Resulting Companies and the Transferee Company or their respective shareholders or creditors or employees or any other Person, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the Applicable Law and in such case, each Party shall bear its own costs, unless otherwise mutually agreed.
- 42.4 If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company, the Demerged Company, the Resulting Companies and the Transferee Company through their respective Boards, affect the validity or implementation of the other parts and/ or provisions of this Scheme.
- 42.5 Further, it is the intention of the Parties that each part shall be severable from the remainder of this Scheme and the Scheme shall not be affected if any part of this Scheme is found to be unworkable for any reason whatsoever unless the deletion of such part shall cause this Scheme to become materially adverse to any Party, in which case the Parties shall attempt to bring about a modification in this Scheme or cause such part to be null and void, including but not limited to such part.

43- CHANGE OF NAME OF RESULTING COMPANY 2

- 43.1 Upon Part IV of the Scheme becoming effective, the name of the Resulting Company 2 shall stand changed to 'The Anup Engineering Limited' or such other name which is available and approved by the RoC, by simply filing the requisite forms and subject to payment of fees with the Appropriate Authority.
- 43.2 Thereafter, subject to Clause 43.1 above:
- 43.2.1 Clause I of the memorandum of association of the Resulting Company 2 shall without any act, procedure, instrument or deed be and stand altered, modified and amended pursuant to Sections 13, 232 and other applicable provisions of the Act and be replaced by the following clause:
- "The name of the Company is The Anup Engineering Limited."*
- 43.3 It is hereby clarified that, for the purposes of acts and events as mentioned in this Clause 43 the consent of the shareholders of the Resulting Company 2 to this Scheme shall be deemed to be sufficient for the purposes of effecting the aforementioned amendment and that no further resolution under Section 13, Section 14 or any other applicable provisions of the Act, would be required to be separately passed.

44- COSTS AND TAXES

- 44.1 Parties have agreed to bear the costs, charges and expenses (including, but not limited to, any taxes and duties, registration charges, etc.) in relation to carrying out, implementing and completing the terms and provisions of this Scheme and/ or incidental to the completion of this Scheme in the following manner:
- 44.1.1 the Resulting Company 1 shall bear the stamp duty costs in connection with Part II of the Scheme;
- 44.1.2 the Resulting Company 2/ Transferee Company shall bear the stamp duty costs in connection with Part III and Part IV of the Scheme; and
- 44.1.3 all other costs, charges and expenses (including, but not limited to, any taxes and duties, registration charges, etc.) in relation to carrying out, implementing and completing the terms and provisions of this Scheme and/ or incidental to the completion of this Scheme shall be borne by the respective companies.

Walker Chandiook & Co LLP

Strictly Private and Confidential

To,
The Board of Directors
Arvind Limited
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Date 8th November 2017

Sub: Recommendation of Share Allotment and Share Exchange Ratio pursuant to the Composite Scheme of Arrangement ("Scheme")

Dear Sir / Madam,

We refer to our engagement letter and subsequent discussions with the management of Arvind Limited whereby Arvind Limited (referred to as "the Company"/ "Client"/ "you"/ "Arvind") has requested Walker Chandiook & Co LLP (hereinafter referred to as "WCC") for recommendation of Share Exchange Ratio / Share Allotment Ratio for the proposed group restructuring of Arvind Limited pursuant to a Scheme of Arrangement under Section 230 to 232 and other applicable clauses of the Companies Act, 2013 ("Scheme" or "Scheme of Arrangement").

In the following paragraphs, we have summarized our valuation analysis together with the description of the methodologies used and limitations on our scope of work.

WCC has been hereafter referred to as 'Valuer' or 'we' in this Share Allotment Ratio and Share Exchange Ratio Report ("Report").

SCOPE AND PURPOSE OF THIS REPORT

Arvind is a flagship company of the Lalbhai Group. It is engaged, inter alia, in businesses spanning the entire value chain of textiles either directly or through its subsidiaries and joint ventures with other entities. The equity shares of Arvind are listed on BSE Limited and the National Stock Exchange of India Limited. Arvind was originally incorporated for manufacturing and marketing of textile products, however, it has grown and diversified in several distinct business activities through different undertakings, namely (i) Textiles business comprising of manufacturing of yarn, denim, shirting and knit fabrics, garments, and technical textiles; (ii) Branded Apparel Undertaking consisting of branded apparel, accessories and customised clothing business and (iii) Engineering Undertaking consisting of manufacturing of critical process engineering equipment.

We understand that the management of Arvind is contemplating a group restructuring pursuant to a Scheme of Arrangement involving reorganizing of business activities in a manner that allows it to impart greater focus on each of its business lines. The Scheme proposes to reorganise and segregate the interest of Arvind in its various businesses through demerger of the Branded Apparel Undertaking into Arvind Fashions Limited ("AFL") and the Engineering Undertaking into Anveshan Heavy Engineering Limited ("AHEL"). Further, the Scheme proposes merger of The Anup Engineering



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Chartered Accountants

Offices in Bangalore, Chandigarh, Chennai, Gurgaon, Hyderabad, Kochi, Kolkata, Mumbai, New Delhi, Noida and Pune

Walker Chandiook & Co LLP is registered with limited liability with identification number AAC-2085 and its registered office at L-41 Connaught Circus, New Delhi, 110001, India

Walker ChandioK & Co LLP

Limited with the AHEL to rationalise and streamline the group structure. Thus Arvind intends segregate existing business operations by demerging following business undertakings as part of the Proposed Restructuring:

- a) Branded Apparel Undertaking
- b) Engineering Undertaking

The proposed restructuring is to be effected through Composite Scheme of Arrangement (the "Scheme") pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and the Companies Act, 1956.

We understand that Appointed Date for the demerger of the Engineering Undertaking into Anveshan Heavy Engineering Limited and the merger of The Anup Engineering Limited into Anveshan Heavy Engineering Limited is 1 November 2017, and that the Appointed date for the demerger of the Branded Apparel Undertaking into Arvind Fashions Limited is the same as the Effective Date, and the Effective Date is as defined in the Scheme.

In this regard, Walker ChandioK & Co LLP has been requested by Arvind to submit a report recommending Share Exchange / Share Allotment Ratio ("Report") in connection with the proposed restructuring of Arvind to be placed before the Audit Committee/ Board of Directors of Arvind. The steps involved in the proposed group restructuring are detailed hereunder:

1. Demerger of Branded Apparel Undertaking of Arvind Limited (the "Branded Apparel Undertaking") into AFL.
2. Demerger of Engineering Undertaking of Arvind Limited (the "Engineering Undertaking") into AHEL.
3. Amalgamation of The Anup Engineering Limited ("AEL") into AHEL.

Step 1 to Step 3 are jointly referred to as 'the Transaction' or 'Proposed Restructuring'.

Branded Apparel Undertaking and Engineering Undertaking are collectively referred as the "Undertakings"

The scope of our services is:

- Conduct a relative (and not absolute) valuation of the equity shares of AFL and Branded Apparel Undertaking and recommend a Share Allotment Ratio to the equity shareholders of Arvind Limited on a fully diluted basis for Step 1
- Recommend a Share Allotment Ratio for issue of equity shares of AHEL to the equity shareholders of Arvind Limited on a fully diluted basis for Step 2.
- Conduct a relative (and not absolute) valuation of the equity shares of AHEL & AEL and recommend a Share Exchange Ratio for Step 3.

This Report is our deliverable for the above engagement.

This Report is subject to the scope, assumptions, exclusions, limitations and disclaimers detailed hereinafter. As such, the Report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to therein.



Walker ChandioK & Co LLP

BRIEF BACKGROUND OF THE COMPANIES FORMING PART OF THE SCHEME OF ARRANGEMENT

Arvind Limited

Arvind was founded in 1931 and operates primarily in the textiles industry. Arvind is headquartered in Ahmedabad and is engaged in manufacturing of fabrics, denim and a range of other advanced materials. Arvind, through its group companies also has a presence in engineering and telecom segments.

The issued and subscribed equity share capital of Arvind as at 30 September 2017 is INR 2,585.2 million consisting of equity shares of face value of INR 10/- each.

Arvind also has outstanding employee stock options under its existing stock option schemes, the exercise of which may result in an increase in the issued and paid-up share capital. Thus the fully diluted equity share capital of Arvind as at 30 September 2017 is INR 2,601.9 million consisting of 260,193,069 equity shares of face value of INR 10/- each on a fully diluted basis.

Arvind Fashion Limited

Formerly known as Arvind J&M Limited, AFL is engaged in the wholesale business of Arrow, Izod & Flying Machine. AFL is engaged in the business of distribution of readymade garment apparels and accessories and distribution of Cosmetic products and Accessories through its two Subsidiaries i.e. Arvind Lifestyle Brands Limited and Arvind Beauty Brands Retail Private Limited. AFL also operates in the business of luxury brands through its two Joint Ventures i.e. Tommy Hilffiger Arvind Fashion Private Limited and Calvin Klein Arvind Fashion Private Limited.

The issued and subscribed equity share capital of AFL as at 30 September 2017 is INR 231.7 million consisting of 11,58,51,454 equity shares of face value of INR 2/- each.

AFL also has outstanding employee stock options under its existing stock option schemes, the exercise of which may result in an increase in the issued and paid-up share capital. Thus the fully diluted equity share capital of AFL as at 30 September 2017 is INR 238.5 million consisting of 119,245,568 equity shares of face value of INR 2/- each on a fully diluted basis.

As a part of the Scheme, there would be consolidation in the share capital of AFL. Upon the Scheme being effective, the issued, subscribed and paid up equity capital of AFL of INR 231.7 Mn divided into 115,851,454 equity shares of INR 2 each shall be consolidated into 57,925,727 fully paid equity shares of INR 4 each aggregating to INR 231.7 Mn. The fully diluted equity shares post consolidation would be 59,622,784.

The Anup Engineering Limited

AEL, subsidiary of Arvind, was founded in 1962 and is based out of Ahmedabad, India. AEL is engaged in engineering and fabrication business and offers products such as Heat Exchanger, Pressure Vessels, Reactors, DE aerators, Economizers etc. to clients in sectors including Chemicals, Drugs & Pharmaceuticals, Refineries, Petrochemicals etc. Equity shares of AEL were listed on the Ahmedabad Stock Exchange Limited and were subsequently delisted in June 2015, in accordance with Chapter III of the Securities and Exchange Board of India (Delisting of Equity Shares) Regulations 2009.

The issued and subscribed equity share capital of AEL as at 30 September 2017 is INR 136.0 million consisting of 13,600,000 equity shares of face value of INR 10/- each.



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AEL also has outstanding employee stock options under its existing stock option schemes, the exercise of which may result in an increase in the issued and paid-up share capital. Thus the fully diluted equity share capital of AEL as at 30 September 2017 is INR 137.3 million consisting of 13,725,000 equity shares of face value of INR 10/- each on a fully diluted basis.

Branded Apparels Undertaking

Branded Apparel Undertaking of Arvind comprises of Arvind's business of manufacturing and marketing of branded apparel, accessories customised clothing and investments in the branded apparel business and related projects of Arvind and in particular equity shares held by Arvind in AFL.

Engineering Undertaking

Engineering Undertaking activities relates to manufacturing of critical process engineering equipment, and investments in the engineering business and related projects of Arvind and in particular equity shares held by Arvind in AEL.

SOURCES OF INFORMATION

In connection with this exercise, we have used the following information received from the Management and/or gathered from public domain:

1. Carved out financial statements of Branded Apparel Undertaking and Engineering Undertaking for the six months period ended 30 September 2017.
2. Provisional financial statements of AEL & AFL for the six months period ended 30 September 2017.
3. Audited financial statements of AFL and AEL for the year ended 31st March 2016 and 31st March 2017.
4. Financial Projections of AFL, AEL and of the Undertakings.
5. Proposed Capital Structure of AHEL.
6. Vesting Details of Employee Stock options as at the date of the Report for the Companies.
7. Explanations provided by the Managements of the Companies from time to time.
8. Draft Composite Scheme of Arrangement.

The Companies have been provided with the opportunity to review the draft report (excluding the recommended Share Exchange Ratio and Share Allotment Ratio) as part of our standard practice to make sure that factual inaccuracies / omissions are avoided in our final report.

SCOPE LIMITATIONS, ASSUMPTIONS, QUALIFICATIONS, EXCLUSIONS AND DISCLAIMERS

Provision of valuation opinions and consideration of the issues described herein are areas of our regular practice. The services do not represent accounting, assurance, accounting / tax due diligence, consulting or tax related services that may otherwise be provided by us or our affiliates.

This Report, its contents and the results herein are specific to (i) the purpose of valuation agreed as per the terms of our engagement; (ii) the date of this Report and (iii) the latest available financial statements of the Companies and their subsidiaries and other information provided by the Management or taken from public sources till the date of this Report.

An analysis of this nature is necessarily based on the prevailing stock market, financial, economic and other conditions in general and industry trends in particular as in effect on, and the information made available to us as at the date hereof. Events and transactions occurring after the date hereof may affect this Report and the assumptions used in preparing it, and we do not assume any obligation to update, revise or reaffirm this Report, unless required by regulatory authorities.



The ultimate analysis will have to be tempered by the exercise of judicious discretion by the Valuers and judgment taking into accounts all the relevant factors. There will always be several factors, e.g. management capability, present and prospective competition, yield on comparable securities, market sentiment, etc. which are not evident from the face of the balance sheets but which will strongly influence the worth of a share. This concept is also recognised in judicial decisions.

The recommendation(s) rendered in this Report only represent our recommendation(s) based upon information furnished by the Companies (or its executives / representatives) and other sources and the said recommendation(s) shall be considered to be in the nature of non-binding advice (our recommendation will however not be used for advising anybody to take buy or sell decision, for which specific opinion needs to be taken from expert advisors).

The determination of share exchange ratio is not a precise science and the conclusions arrived at in many cases will, of necessity, be subjective and dependent on the exercise of individual judgement. There is, therefore, no single share exchange ratio. While we have provided our recommendation of the Share Exchange / Share Allotment Ratio based on the information available to us and within the scope of our engagement, others may have a different opinion. The final responsibility for the determination of the Share Exchange / Allotment ratio at which the proposed transaction shall take place will be with the Board of Directors who should take into account other factors such as their own assessment of the proposed transaction and input of other advisors.

In accordance with the terms of our engagement, we have assumed and relied upon, without independent verification, (i) the accuracy of the information that was publicly available and formed a substantial basis for this Report and (ii) the accuracy of information made available to us by the Companies. In accordance with our Engagement Letter and in accordance with the customary approach adopted in valuation exercises, we have not audited, reviewed or otherwise investigated the historical financial information provided to us. We have not independently investigated or otherwise verified the data provided by the Companies. Accordingly, we do not express an opinion or offer any form of assurance regarding the truth and fairness of the financial position as indicated in the financial statements. Also, with respect to explanations and information sought from the Companies, we have been given to understand by the management of the Companies that they have not omitted any relevant and material factors about the Companies. Our conclusions are based on the assumptions and information given by and on behalf of the Companies and reliance on public information. The management of the Companies has indicated to us that they have understood that any omissions, inaccuracies or misstatements may materially affect our valuation analysis/results.

While carrying out this engagement we have relied on historical information made available to us by the management of the Companies / available in public domain. We did not carry out any due diligence with respect to the information provided / extracted or carry out any verification of the assets save for satisfying ourselves to the extent possible that they are consistent with other information provided to us in the course of this engagement.

Accordingly, we assume no responsibility for any errors in the information furnished by the Companies or obtained from public domain and their impact on the Report. Nothing has come to our attention to indicate that the information provided was materially mis-stated/ incorrect or would not afford reasonable grounds upon which to base the Report.

The Report assumes that the Companies comply fully with relevant laws and regulations applicable in all its areas of operations unless otherwise stated, and that the Companies will be managed in a competent and responsible manner. Further, except as specifically stated to the contrary, this Valuation Report has given no consideration to matters of a legal nature, including issues of legal title and compliance with local laws, and litigation and other contingent liabilities that are not recorded in



the audited/unaudited balance sheet of the Companies. Our conclusion of value assumes that the assets and liabilities of the Companies and their subsidiaries, reflected in their respective latest balance sheets remain intact as of the Report date.

This Report does not look into the business/ commercial reasons behind the Transaction nor the likely benefits arising out of the same. Similarly, it does not address the relative merits of the Transaction as compared with any other alternative business transaction or other alternatives or whether or not such alternatives could be achieved or are available.

No investigation of the Companies' claim to title of assets has been made for the purpose of this Report and the Companies' claim to such rights has been assumed to be valid. No consideration has been given to liens or encumbrances against the assets, beyond the loans disclosed in the accounts. Therefore, no responsibility is assumed for matters of a legal nature. The fee for the engagement is not contingent upon the results reported.

We owe responsibility to only the Boards of Directors of the Companies that has appointed us under the terms of our engagement letters and nobody else. We will not be liable for any losses, claims, damages or liabilities arising out of the actions taken. Omissions of or advice given by any other advisor to the Companies. In no event shall we be liable for any loss, damages, cost or expenses arising in any way from fraudulent acts, misrepresentations or willful default on part of the Companies, their directors, employees or agents. Unless specifically agreed, in no circumstances shall the liability of a Valuer, its partners, its directors or employees, relating to the services provided in connection with the engagement set out in this Report shall exceed the amount paid to such Valuer in respect of the fees charged by it for these services.

We do not accept any liability to any third party in relation to the issue of this Report. It is understood that this analysis does not represent a fairness opinion on the Share Exchange Ratio. This Report is not a substitute for the third party's own due diligence/ appraisal/ enquiries/ independent advice that the third party should undertake for his purpose.

This Valuation Report is subject to the laws of India.

Neither the Valuation Report nor its contents may be referred to or quoted in any registration statement, prospectus, offering memorandum, annual report, loan agreement or other agreement or document given to third parties other than in connection with the proposed Scheme of Amalgamation, without our prior written consent except for disclosures to be made to relevant regulatory authorities including stock exchanges and SEBI.

This Report does not in any manner address the prices at which equity shares of the Companies will trade following announcement of the Transaction and we express no opinion or recommendation as to how the shareholders of either Company should vote at any shareholders' meeting(s) to be held in connection with the Transaction.

APPROACH & METHODOLOGY OF SHARE EXCHANGE / ALLOTMENT RATIO

It should be understood that the valuation of any company or its assets is inherently imprecise and is subject to certain uncertainties and contingencies, all of which are difficult to predict and are beyond our control. In performing our analysis, we made numerous assumptions with respect to industry performance and general business and economic conditions, many of which are beyond the control of the Companies.



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The Scheme contemplates the demerger of Branded Apparel Undertaking into AFL and Engineering Undertaking into AHEL and amalgamation of AEL with AHEL. The scheme contemplates the Transaction pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013. Arriving at the fair Share Exchange Ratio for the Proposed Restructuring and amalgamation would require determining the relative values of the concerned businesses and shares of the Companies. These values are to be determined independently but on a relative basis, and without considering the effect of the proposed demerger / amalgamation.

The application of any particular method of valuation depends on the purpose for which the valuation is done. Although, different values may exist for different purposes, it cannot be too strongly emphasized that a valuer can only arrive at one value for one purpose. Our choice of methodology of valuation has been arrived at using usual and conventional methodologies adopted for transactions of a similar nature and our reasonable judgment, in an independent and bona fide manner based on our previous experience of assignments of a similar nature.

The following are commonly used and accepted methods for determining the value of the equity shares of a company/ business:

1. Market Approach
 - a. Market Price method
 - b. Comparable Companies Quoted Multiples method
2. Income Approach – Discounted Cash Flows method
3. Asset Approach – Net Asset Value method

Market Approach

a) Market Price Method

The market price of an equity share as quoted on a stock exchange is normally considered as the value of the equity shares of that company where such quotations are arising from the shares being regularly and freely traded in, subject to the element of speculative support that may be inbuilt in the value of the shares.

In the present case, Market Price method is not applicable as none of the companies / Undertakings under valuation are listed on any stock exchange.

b) Comparable Companies Market Multiple ("MM") Method

Under this method, value of the equity shares of a company/ business undertaking is arrived at by using multiples derived from valuations of comparable companies, as manifest through stock market valuations of listed companies. This valuation is based on the principle that market valuations, taking place between informed buyers and informed sellers, incorporate all factors relevant to valuation.

Relevant multiples need to be chosen carefully and adjusted for differences between the circumstances.

This method has been applied to determine value of AEL and AFL. The value arrived using the relevant multiples under this method is adjusted for cash and cash equivalents, investments, debt, ESOPs and other matters as considered appropriate



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Income Approach – Discounted Cash Flows method

Under the DCF method the projected free cash flows to the firm are discounted at the weighted average cost of capital. The sum of the discounted value of such free cash flows is the value of the firm.

Using the DCF analysis involves determining the following:

Estimating future free cash flows:

Free cash flows are the cash flows expected to be generated by the company that are available to all providers of the company's capital – both debt and equity.

Appropriate discount rate to be applied to cash flows i.e. the cost of capital:

This discount rate, which is applied to the free cash flows, should reflect the opportunity cost to all the capital providers (namely shareholders and creditors), weighted by their relative contribution to the total capital of the company. The opportunity cost to the capital provider equals the rate of return the capital provider expects to earn on other investments of equivalent risk.

In the present case, we have been provided with financial projections for AFL, AEL & Branded Apparel Undertaking and Engineering Undertaking under valuation and have therefore used this method for the valuation of AFL, AEL, Branded Apparel Undertaking and Engineering Undertaking.

Asset Approach - Net Asset Value (NAV) Method

The asset based valuation technique is based on the value of the underlying net assets of the business, either on a book value basis or realizable value basis or replacement cost basis. This valuation approach is mainly used in case where the firm is to be liquidated i.e. it does not meet the "going concern" criteria or in case where the assets base dominate earnings capability. A Scheme of Amalgamation would normally be proceeded with, on the assumption that the companies being part of the demerger /merger process are going concerns and an actual realization of their operating assets is not contemplated. Hence, this method has not been used.

The valuation arrived at under the above mentioned methods could fluctuate with lapse of time, changes in prevailing market conditions and prospects, industry performance and general business and economic conditions financial and otherwise, of the companies, and other factors which generally influence the valuation of companies and their assets.

RECOMMENDATION OF RATIO OF ALLOTMENT OF SHARES FOR THE PROPOSED RESTRUCTURING

STEP 1 – DEMERGER OF BRANDED APPAREL UNDERTAKING AND VESTING INTO AFL

As per the Proposed Scheme of Arrangement, in consideration of the transfer and vesting of Branded Apparel Undertaking of Arvind into AFL, AFL shall issue & allot equity shares to the equity shareholders of Arvind based on the ratio of allotment of shares. Arriving at the Share Allotment Ratio would require determining the value of Arvind's equity interest in the Branded Apparel Undertaking and value of AFL.

We have used a sum of the parts approach to determine the value of Arvind's equity interest in the Branded Apparel Undertaking by way of determining :

- a) Value of Branded Apparel Division of Arvind, which includes the business of manufacturing and marketing of branded apparel & accessories including footwear.
- b) Value of customised clothing business .
- c) Value of Arvind's equity interest in AFL including subsidiaries and joint venture interests.

Please refer Annexure 1 summary valuation workings.



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In view of the above, and on a consideration of all the relevant factors and circumstances as discussed and outlined hereinabove, we recommend the Share Allotment Ratio as follows:

1 (one) equity shares of AFL (of INR 4/- each fully paid up) for every 5 (Five) diluted equity shares of the Arvind (of INR 10/- each fully paid up) for the demerger and vesting of Branded Apparel Undertaking in to AFL.

On the Scheme becoming effective and upon allotment of equity shares by AFL, all the equity share held by Arvind in AFL shall stand cancelled, extinguished and annulled.

STEP 2 – DEMERGER OF ENGINEERING UNDERTAKING

In consideration of the transfer and vesting of Engineering Undertaking of Arvind into AHEL, AHEL shall issue & allot equity shares to the equity shareholders of Arvind based on the ratio of allotment of shares.

On the basis of the foregoing and on consideration of all the relevant factors and circumstances as discussed and outlined hereinabove, the Management proposes Share Allotment ratio in consideration for transfer and vesting of Engineering Undertaking of Arvind into AHEL to be as follows:

For every 27 (Twenty Seven) fully paid equity shares of INR 10 each held in Arvind; issue of 1 (One) fully paid equity share of INR 10 each of AHEL. Please refer Annexure 2.

We believe that the above Share Allotment Ratio is fair and reasonable considering that all the shareholders of Arvind will upon demerger, be the ultimate beneficial owners of AHEL in the same ratio (inter se) as they hold shares in Arvind, as on the record date. Please refer Annexure 2 for summary valuation workings.

STEP 3 – AMALGAMATION OF AEL INTO AHEL

Pursuant to demerger of Engineering Undertaking of Arvind in to AHEL as explained in Step 2, the Management proposes to merge AEL with AHEL. Post demerger of Engineering Undertaking, AEL would be construed as a subsidiary of AHEL. Thus in consideration for amalgamation of AEL into AHEL, AHEL shall issue & allot equity shares to the equity shareholders of AEL after cancellation of shares held by AEL. Please refer Annexure 3 for summary valuation workings.

In view of the above, and on a consideration of all the relevant factors and circumstances as discussed and outlined hereinabove, we recommend the Share Allotment Ratio as follows:

For every 10 (Ten) fully paid equity shares of INR 10 each held in AEL; issue of 7 (Seven) fully paid equity shares of INR 10 each of AHEL.

Respectfully submitted,
For Walker Chandiook & Co LLP
Chartered Accountants
Firm Registration No: 001076N / N500013


Riaz Thingna
Partner
Mumbai

Date: 08 November 2017



Walker Chandiook & Co LLP

Annexure 1

Valuation Approach	AFL		Branded Apparel Division	
	INR	Weight (%)	INR	Weight (%)
Asset Approach	NA	-	NA	-
Market Approach				
Market Price Method	NA	-	NA	-
Comparable Companies Method	1,302.4	50%	NA	-
Income Approach	1,356.5	50%	268.1	100%
Relative Value Per Share*	1,329.4	100%	268.1	100%

*face value INR 10 per share for Branded Apparel Division

*face value INR 4 per share for AFL

NA = Not Adopted / Not Applicable

Share Exchange Ratio - Demerger of Branded Apparel Undertaking into AFL

1 (one) equity share of AFL (of INR 4 fully paid up) for every 5 (five) equity shares of Arvind Limited (of INR 10 each fully paid up)

Annexure 2

We understand from the management that the issued subscribed and paid up capital of AHEL shall be 9,636,780 shares. On the basis of proposed capital structure of AHEL and the considering the fact that shareholders of Arvind upon demerger would be the ultimate beneficial holders in AHEL. There is no valuation exercise is being undertaken and Share Allotment Ratio is determined based on the intended capital structure of Resulting Company

Share Exchange Ratio - Demerger of Engineering Undertaking into AHEL

27 (Twenty Seven) fully paid equity shares of INR 10 each held in Arvind; issue of 1 (One) fully paid equity shares of INR 10 each of AHEL

Annexure 3

Valuation Approach	AEL		AHEL	
	INR	Weight (%)	INR	Weight (%)
Asset Approach	NA	-	NA	-
Market Approach				
Market Price Method	NA	-	NA	-
Comparable Companies Method	355.8	50%	NA	-
Income Approach	373.0	50%	517.4	100%
Relative Value Per Share*	364.4	100%	517.4	100%

*face value INR 10 per share

NA = Not Adopted / Not Applicable

Share Exchange Ratio - Amalgamation of AEL into AHEL

10 (Ten) fully paid equity shares of INR 10 each held in AEL; issue of 7 (Seven) fully paid equity shares of INR 10 each of AHEL.



VIVRO

Vivro Financial Services Private Ltd.

Regd. Office :
Vivro House, 11 Shashi Colony, Opp. Suvidha Shopping Centre, Paldi,
Ahmedabad, Gujarat, India - 380 007.
Tel. : +91 (079) 4040 4242 , 2665 0669, W : www.vivro.net

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November 08, 2017

To
The Board of Directors,
Arvind Limited
Naroda Road,
Ahmedabad,
Gujarat - 380 025.

Dear Sirs,

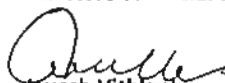
Sub: Fairness Opinion on the Share Allotment and Share Exchange Ratio pursuant to the Scheme of Arrangement in terms of CIR/CFD/CMD/16/2015 under regulations 11, 37 and 94 read with regulation 101(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

We, Vivro Financial Services Private Limited refer to our engagement letter dated November 2, 2017 whereby Arvind Limited (hereinafter referred to as 'Arvind', 'the Company', 'you', 'your', 'Demerged Company') has appointed us to issue a Fairness Opinion in terms of CIR/CFD/CMD/16/2015 under regulations 11, 37 and 94 read with regulation 101(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and Rule 19(7) of the Securities Contracts (Regulation) Rules, 1957, as the 'Merchant Banker' in connection with the proposed arrangement amongst Arvind Limited, Arvind Fashions Limited (hereinafter referred to as 'AFL', 'Resulting Company 1'), NewCo (hereinafter referred to as 'Anveshan Heavy Engineering Limited', 'Anveshan', 'Resulting Company 2', 'Transferee Company', 'AHEL'), The Anup Engineering Limited (hereinafter referred to as 'Anup', 'Transferor Company'), The Branded Apparels Undertaking of Arvind Limited (hereinafter referred to as 'Branded Apparels Undertaking') and The Engineering Undertaking of Arvind Limited (hereinafter referred to as 'Engineering Undertaking') pursuant to the Scheme of Arrangement in terms of the provisions of Sections 230 to 239 read with Section 66 of the Companies Act, 2013 and the applicable provisions of the Companies Act, 2013 and/or Rules/Regulations made thereunder.

In connection with the same, please find attached the Fairness Opinion issued by us.

Thanking you,

For Vivro Financial Services Private Limited


Jayesh Vithlani
(Sr. Vice President)

Date: November 08, 2017
Place: Ahmedabad



Vivro Financial Services Private Limited

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FAIRNESS OPINION

IN THE MATTER OF SCHEME OF ARRANGEMENT

OF

**ARVIND LIMITED,
THE ANUP ENGINEERING LIMITED,
ARVIND FASHIONS LIMITED AND
ANVESHAN HEAVY ENGINEERING LIMITED**

STRICTLY PRIVATE AND CONFIDENTIAL

Prepared By:

VIVRO

Vivro Financial Services Private Limited

Vivro House,
11, Shashi Colony,
Opp. Suvidha Shopping Center, Paldi,
Ahmedabad-380007



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1. ASSIGNMENT BACKGROUND:

Arvind Limited (hereinafter referred to 'Arvind', 'the Company', 'you', 'your', 'demerged Company'), a Company incorporated in 1931 vide its Corporate Identity Number L17119GJ1931PLC000093 having its Registered Office at Naroda Road, Ahmedabad Gujarat, India has engaged 'Vivro Financial Services Private Limited', Category I Merchant Banker registered with SEBI having its Registration No. INM000010122 (referred to in this document as "Vivro"), vide an engagement letter November 2, 2017 to issue a Fairness Opinion Report in respect of the Scheme of Arrangement ('the Scheme') of Arvind Limited, Arvind Fashions Limited, Anveshan Heavy Engineering Limited, the Engineering Undertaking, the Branded Apparels Undertaking and The Anup Engineering Limited.

This Fairness Opinion Report is issued in terms of CIR/CFD/CMD/16/2015 under regulations 11, 37 and 94 read with regulation 101(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and Rule 19(7) of the Securities Contracts (Regulation) Rules, 1957 and the same can be used as guidance for the Scheme of Arrangement amongst Arvind Limited, Arvind Fashions Limited, Anveshan Heavy Engineering Limited and The Anup Engineering Limited.



2. DISCLAIMER

This Fairness Opinion Report is prepared by Vivro Financial Services Private Limited under an engagement from Arvind Limited on the basis of information, documents, papers, and explanations given by the management, officers and staff of Arvind to Vivro.

In preparing the Fairness Opinion Report, Vivro has relied upon and assumed, without independent verification, the truthfulness, accuracy and completeness of the information and financial data provided by Arvind. Vivro has therefore relied upon all specific information as received and declines any responsibility should the results presented be affected by the lack of completeness or truthfulness of such information.

Vivro has also considered Scheme of amalgamation as furnished. It is assumed that the Scheme will be consummated in accordance with the expected terms.

Vivro shall not be liable for any losses whether financial or otherwise or expenses arising directly or indirectly on account of the use of or reliance on the information set out herein in this report.

Vivro has not provided any accounting, tax or legal advice to Arvind, AFL, Anup or Anveshan or any other company involved in the transaction. This Fairness Opinion Report should not be construed as investment advice or any form of recommendation either for making or divesting investment in any of the companies involved in the transaction.

This Opinion is furnished on a strictly confidential basis. Neither this Opinion nor the information contained herein may be reproduced or passed to any person or used for any purpose other than stated above or as may be required under applicable laws and regulation.

The fee for our services is not contingent upon the results of the proposed amalgamation. This opinion is subject to Laws of India.

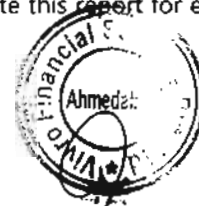
This Report is necessarily based on various factors and conditions as of the date hereof, and the written and oral information made available to us until November 08, 2017. It is understood that subsequent developments may affect the conclusions of the Report and of the Opinion and that, in addition, Vivro has no obligation to update, revise, or reaffirm the Opinion.



3. LIMITATIONS

Our report is subject to the scope limitations detailed hereinafter. The report should be read in totality, and not in parts, in conjunction with the relevant documents referred to therein.

1. In course of the present exercise, we were provided with both written and verbal information, including financial data. Our report is based on the information furnished to us being complete and accurate in all material respects. We have relied upon the historical financial statements and the information and representations furnished to us without carrying out any audit or other tests to verify the accuracy with limited independent appraisal. Also, we have been given to understand by the managements of the companies that they have not omitted any relevant facts and material factors. Accordingly, we do not express any opinion in any form of assurance regarding its accuracy and completeness. We assume no responsibility whatsoever for any errors in the above information furnished by the companies and their impact on the present exercise.
2. We have not conducted any independent valuation or appraisal of any of the assets or liabilities of the companies.
3. Our work does not constitute an audit or certification or due diligence of the past financials of Arvind, AFL, Anup or Anveshan used in the study and we have relied upon the information provided to us by Arvind as regards such working results.
4. We express no opinion whatsoever and make no recommendation at all to the companies underlying decision to effect the proposed Scheme or as to how the holders of equity shares or secured or unsecured creditors of the Companies should vote at their respective meetings held in connection with the proposed Scheme. We accept no responsibility as to the prices at which the equity shares of Arvind Limited will trade following the announcement of the proposed Scheme or as to the financial performance of Arvind Limited following the consummation of the proposed Scheme.
5. Our opinion is not, nor should it be construed as our opining or certifying the compliance of the proposed arrangement with the provisions of any law including companies, taxation and capital market related laws or as regards any legal implications or issues arising thereon, in their respective jurisdiction.
6. No investigation of the companies' claim to the title of assets or property owned by the companies has been made for the purpose of the fairness opinion. With regard to the companies claim we have relied solely on representation, whether verbal or otherwise made, by the management to us for the purpose of this report.
7. Our analysis and results are also specific to the date of this report. An exercise of this nature involves consideration of various factors. This report is issued on the understanding that the companies have drawn our attention to all the matters, which they are aware of considering the financial position of the Companies, their businesses, and any other matter, which may have an impact on our opinion for the proposed amalgamation, including any significant changes that have taken place or are likely to take place in the financial position of the Companies or their businesses subsequent to the proposed Appointed Date of the proposed Scheme. We have no responsibility to update this report for events



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and circumstances occurring after the date of this report. We assume no responsibility for updating or revising our opinion based on circumstances or events occurring after the date hereof.

8. For the purpose of this Fairness Opinion, we have relied upon the Audited Accounts of Arvind for the years ended on March 31, 2016 and March 31, 2017.
9. We have not independently verified the transactions carried out by Arvind, AFL, Anveshan and Anup. We have relied on the audited financial statements and management certified financial statements of the Transferor Companies and Transferee Company. We do not take any responsibility as to correctness or completeness in any of the financial statements of these companies.



4. SOURCES OF INFORMATION

We have relied on the following information made available to us by Arvind for the purpose of this report:

1. Management Certified Draft Scheme of Arrangement of Arvind, AFL, Anveshan and Anup.
2. Memorandum and Articles of Association of Arvind, AFL, Anveshan and Anup.
3. Present Shareholding pattern of Arvind, AFL, Anveshan and Anup.
4. Audited Financial Statements of Arvind for the Financial Year ended on March 31, 2015, March 31, 2016 and March 31, 2017 as well as
5. Audited Financial Statements of AFL and Anup for the Financial Year ended on March 31, 2015, March 31, 2016 March 31, 2017 as well as the provisional Income Statement and Balance Sheet for the six months period ended 30 September 2017.
6. Financial Projections of the Branded Apparels Undertaking of Arvind Limited for the period 2018 through 2025, as provided by Management of Arvind.
7. Financial Projections of the Engineering Undertaking of Arvind Limited for the period 2018 through 2022, as provided by Management of Arvind.
8. Provisional Financial Statements (Income Statement and Balance Sheet) for the six months period ended 30 September 2017 of the Branded Apparels Undertaking and the Engineering Undertaking of Arvind Limited, as provided by Arvind.
9. Report on recommended Share Allotment and Share Exchange Ratios pursuant to the composite Scheme of Arrangement given by Walker Chandiok & Co LLP.
10. Such other information and explanations as we required and which have been provided by the management of Arvind, which were considered relevant for the purpose the Fairness Opinion.



5. HISTORY AND BACKGROUND

Arvind Limited

Arvind was incorporated in the year 1931 with the Registrar of Companies, Ahmedabad and is the flagship company of the Lalbhai Group. The Registered Office of Arvind is located at Naroda Road, Ahmedabad, Gujarat - 380025. The equity shares of Arvind are listed on The BSE Limited and National Stock Exchange of India Limited. Arvind is engaged, inter alia, in the business of manufacturing and marketing of textiles, textile brands, retail, engineering and advanced materials. The main object of the Company is to carry on the business of spinning, weaving, manufacturing or dealing in cotton or other fibrous substances and the preparation, dyeing, or colouring of the said substances and the sale of yarn, cloth or other manufactured fibrous products. It is also engaged in export of denim and woven fabric. The Company has diversified in several distinct business activities through three undertakings namely

- (1) Textile Business comprising manufacturing of yarn, denim, shirting, knit fabrics, garments and technical textiles;
- (2) Branded Apparels Undertaking consisting of branded apparels, accessories, and customized clothing business; and
- (3) Engineering Undertaking consisting of manufacturing of critical process engineering equipment.

The equity shares of Arvind are listed on BSE Limited and the National Stock Exchange of India Limited. The Board of Directors of Arvind as per Annual report of 2016-17 is as follows:

Name of the Directors	Designation
Mr. Sanjay Lalbhai	Chairman and Managing Director
Mr. Jayesh Shah	Wholetime Director and CFO
Mr. Punit Lalbhai	Executive Director
Dr. Bakul Dholakia	Independent Director
Ms. Renuka Ramnath	Independent Director
Mr. Nilesh Shah	Independent Director

The Authorized Share Capital of Arvind is INR 5,65,00,00,000 divided into 56,50,00,000 equity shares of INR 10/- each & 1,00,00,000 Preference Shares of INR 100/- each. As on March 31, 2017, the Issued, Subscribed and Paid up Share Capital of Arvind, including issue of shares under Employee Stock Option Plan is INR 2,58,36,00,000 comprising of 25,83,59,069 equity shares of Re. 10/- each. As on September 30, 2017, the issued and subscribed equity share capital of Arvind is Rs. 2,585.2 million consisting of equity shares of face value of Rs. 10/- each.



The Shareholding pattern of Arvind Limited as on September 30, 2017 is as under:

Categories	Number of Shares	Shareholding Percentage (%)
Promoters – Arvind Limited	110,999,994	42.7%
Issue through ESOP	1,676,000	0.64%
Public – Arvind Limited	147,517,075	56.7%
Total	260,193,069	100.00%

Arvind also has outstanding employee stock options under its existing stock option schemes, the exercise of which may result in an increase in the issued and paid – up share capital. Thus, the fully diluted equity share capital of Arvind as on September 30, 2017 is Rs. 2,601.9 million consisting of 260,193,069 equity shares of face value of Rs. 10/- each on a fully diluted basis.

Arvind Fashion Limited

Arvind Fashion Limited was incorporated on January 05, 2016 as Arvind J & M Limited with the Registrar of Companies - Gujarat. On October 14, 2013, Arvind J & M Limited changed its name to Arvind Fashion Limited. AFL is an unlisted company with CIN U52399GJ2016PLC085595. The registered office of the Company is located at Main Building, Arvind Limited Premises, Naroda Road, Ahmedabad, Gujarat, India - 380025. AFL is engaged in the whole business of Arrow, Izod, and Flying Machine. It has two subsidiaries – Arvind Lifestyle Brands Limited and Arvind Beauty Brands Retail private Limited. It is engaged in the business of manufacturing, marketing, importing, exporting, buying, selling, reselling, transporting, storing, developing, promoting, supplying and to act as franchisors, franchisees, wholesalers by way of physical selling or selling on line as principals or agents, of any branded or non-branded apparel, sports equipment, footwear, consumer durables, jewelry, and beauty products. AFL also operates in the business of luxury brands through its two joint ventures i.e. Tommy Hilfiger Arvind Fashion Private Limited and Calvin Klein Arvind Fashion Private Limited.

The Share Capital of AFL as on September 30, 2017 is as follows:

Amount in INR

Particulars	INR
Authorised Share Capital	
12,50,00,000 equity shares of INR 2 each	25,00,00,000
Total	25,00,00,000
Issued, Subscribed and Paid-up Capital	
11,58,51,454 equity shares of INR 2 each	23,17,02,908
Total	23,17,02,908

AFL also has outstanding employee stock options under its existing stock option schemes, the exercise of which may result in the increase in the issued and paid – up share capital. Thus, the fully diluted equity

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10

share capital of AFL as on September 30, 2017 is Rs. 238.5 million consisting of 119,245,568 equity shares of Rs. 4/- each on a fully diluted basis.

As part of the Scheme, there would be a consolidation in the share capital of AFL Upon the Scheme being effective, the issued, subscribed and paid up equity capital of AFL of INR 231.7 million will be divided into 115,851,454 equity shares of Rs. 2 each shall be consolidated into 57,925,727 fully paid equity shares of Rs. 4 each aggregating to Rs. 231.7 million.

The shareholders of AFL as on September 30, 2017 are as follows:

Name of Shareholder	Number of Shares	Percentage of shares held
Arvind Limited	51,953,379	87.1%
Multiples Private Equity Fund	417,924	0.7%
Plenty Private Equity Fund I	3,935,458	6.6%
Plenty CI Fund I	1,618,966	2.7%
ESOPs	1,697,057	2.8%
Total	59,622,784	100.0%

AFL is a holding company which has investments in operating subsidiary and joint venture companies. The operating entities of AFL ("herein after referred to as the 'AFL Companies') are as under:

Operating / Investment Entity	Type of Entity	% of holding / Interest
Arvind Lifestyle Brands Limited	Subsidiary Company	100%
Tommy Hilfiger Arvind Fashion Private Limited	Joint Venture Company	50%
Arvind Beauty Brands Retail Private Limited	Subsidiary Company	100%
Calvin Klein Arvind Fashion Private Limited	Joint Venture Company	49%

The Anup Engineering Limited

The Anup Engineering Limited was incorporated on November 14, 1962 with CIN U99999GJ1962PLC001170. The main object of the Company is to engage in the business of manufacturing, fabricating, altering, assembling, buying and selling of all kinds of Heat Exchangers, Pressure Vessels, Reactors, DE aerators, Centrifuges, Water softening Plants, Rotary Pumps, Dryers, separators, laundry equipment, plant disinfectant, all kinds of plant and machinery components along with engaging in other ancillary and incidental business activities. The registered office of the Company is situated behind 66 KV Elec. Sub Station, Odhav Road, Ahmedabad, Gujarat, India - 382415.

Anup is a subsidiary of Arvind, where Arvind holds 93.53% of the entire shareholding of Anup. The equity shares of Anup are not listed on any Stock Exchange.

The shareholding pattern of AEL as on September 30, 2017 is as follows:

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Name of Shareholder	Number of Shares	Percentage of shares held
Arvind Ltd	12,675,720	92.4%
Promoters - AEL Others	130,310	0.9%
Public – AEL	364,800	2.7%
Others – AEL	429,170	3.1%
ESOPs – Dilution	125,000	0.9%
Total	13,725,000	100.0%

The issued and subscribed equity share capital of AEL as at September 30, 2017 is Rs. 136.0 million consisting of 13,600,000 equity shares of face value of Rs. 10/- each.

AEL also has outstanding employee stock options under its existing stock option schemes, the exercise of which may result in the increase in the issued and paid – up share capital. Thus, the fully diluted equity share capital of AEL as on September 30, 2017 is Rs. 137.3 million consisting of 13,725,000 equity shares of Rs. 10/- each on a fully diluted basis

Present Directors of Anup are as follow:

Name	Designation
Mr. Samveg Lalbhai	Chairman
Mr. Jayesh Shah	Director
Mr. Punit Lalbhai	Director
Mr. Kamal Singhal	Director
Mr. Bhupendra M. Shah	Director

Branded Apparels Undertaking

The Branded Apparels Undertaking of Arvind comprises of Arvind's business of manufacturing and marketing of branded apparel, accessories customized clothing and investments in the branded apparel business and related projects of Arvind and in particular equity shares held by Arvind in AFL.

Engineering Undertaking

The Engineering Undertaking of Arvind relates to manufacturing of critical process engineering equipment, and investments in the engineering business and related projects of Arvind and in particular equity shares held by Arvind in AEL.

Anveshan Heavy Engineering Limited

Anveshan was incorporated on September 14, 2017 with the Registrar of Companies – Ahmedabad having CIN U29306GJ2017PLC099085. The main object of Company is to engage in the business of owning,

Vivro Financial Services Private Limited



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operating, investing, and promoting business in the fields of engineering, including but not limited to manufacturing, fabricating, altering, marketing, buying, selling, and otherwise deal in all kinds of centrifuges, water softening plants, pumps, dryers and other plants and apparatus and such other ventures as may be identified by the Board from time to time. The registered office of the Company is situated at the Main Building, Arvind Limited Premises, Naroda Road, Ahmedabad, Gujarat, India - 380025.



6. SCOPE OF PURPOSE OF THE REPORT

Based on the information provided to us and as per the information provided to us by the Management, we understand that the management of Arvind contemplates a group restructuring whereby Arvind, AFL, Anup and Anveshan shall enter in to a Scheme of Arrangement amongst themselves in order to allow Arvind to impart greater focus on each of its lines of business. We further understand that the Draft Scheme proposes to reorganize and segregate the interest of the Demerged Company, Arvind, in its various businesses and thus proposes demerger of the Branded Apparels Undertaking from the Demerged Company to Resulting Company 1, Arvind Fashions Limited ("AFL"), and the Engineering Undertaking from the Demerged Company to the Resulting Company 2, Anveshan Heavy Engineering Limited ("AHEL", "Anveshan"). Further, the Scheme proposes the merger of Transferor Company, The Anup Engineering Limited ("Anup"), with the Resulting Company 2, AHEL to rationalise and streamline the group structure. Thus Arvind intends to segregate its existing business operations by demerging the following business undertakings as part of the Proposed Restructuring:

- 1) Branded Apparels Undertaking
- 2) Engineering Undertaking

On the proposed scheme becoming effective and upon the allotment of equity shares by AFL, all the equity shares held by Arvind in AFL shall stand cancelled, extinguished and annulled.

The proposed restructuring is to be effected through a Composite Scheme of Arrangement ("the Scheme") pursuant to the provisions of Section 230 to 232 and other applicable provisions of the Companies Act, 2013 and the Companies Act, 1956.

We understand that the Appointed Date for the demerger of the Engineering Undertaking in to Anveshan Heavy Engineering Limited and the merger of The Anup Engineering Limited in to Anveshan Heavy Engineering Limited is November 1, 2017, and the Appointed Date for the demerger of the Branded Apparels Undertaking in to Arvind Fashions Limited is the same as the Effective Date, and the Effective Date is as defined in the Scheme.

As stated in the Draft Scheme, the restructuring proposed is expected, inter alia, to result in following benefits:

- (i) segregation and unbundling of the branded apparels, engineering, water and waste management businesses of the Demerged Company into the Resulting Company 1 and Resulting Company 2;
- (ii) unlocking of value for the shareholders of the Demerged Company, achieving cost optimisation, attracting investors and providing better flexibility in accessing capital, focused strategy and specialisation for sustained growth;
- (iii) emergence of listed Branded Apparels Business and Engineering company focusing on operations having pan India footprint;

Vivro Financial Services Private Limited



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- (iv) attribution of appropriate risk and valuation to the Branded Apparels Undertaking and the Engineering Undertaking based on respective risk-return profile and cash flows;
- (v) allowing the management of each of the Resulting Companies to pursue independent growth strategies in different regional and Overseas markets ;
- (vi) augmenting the infrastructural capability of the Resulting Companies to effectively meet future challenges in their businesses;
- (vii) enhancing operational efficiencies, ensuring synergies through pooling of the financial, managerial, and technical resources, personnel capabilities, skills, expertise and technologies by merging the engineering businesses of the Lalbhai Group into Resulting Company 2.

Per information provided by the Management, in order to provide an exchange ratio for the proposed scheme of arrangement, the Company has appointed Walker Chandiook & Co LLP (hereinafter referred to as 'the Valuer') as the Valuer to recommend the Share Exchange / Share Allotment Ratio ("Report") in connection with the proposed restructuring of Arvind to be placed before the Audit Committee/ Board of Directors of Arvind. The Steps involved in the proposed group restructuring are detailed hereunder:

- 1) Demerger of Branded Apparels Undertaking of Arvind Limited (the "Branded Apparels Undertaking") in to AFL.
- 2) Demerger of Engineering Undertaking of Arvind Limited (the "Engineering Undertaking") in to AHEL.
- 3) Amalgamation of The Anup Engineering Limited ("AEL") in to AHEL.

Step 1 and Step 3 are jointly referred to as 'the Transaction' or 'Proposed Restructuring'.

'Branded Apparels Undertaking' and 'Engineering Undertaking' are collectively referred to as the 'Undertakings'.

In this connection, Arvind Limited has engaged Vivro Financial Services Private Limited to submit a report on the Fairness of the Valuation Report provided by the Valuer. Our scope of work only includes forming an opinion on the fairness of the recommendation made by the Valuer on the following:

- 1) Relative Value of the equity shares of AFL and Branded Apparels Undertaking and the recommended share allotment ratio to the equity shareholders of Arvind Limited on a fully diluted basis for Step 1.
- 2) Recommended Share Allotment Ratio for the issue of equity shares of AHEL to the shareholders of Arvind Limited on a fully diluted basis for Step 2.
- 3) Relative valuation of the equity shares of AHEL and AEL and the recommended Share Exchange Ratio for Step 3.



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Our scope of work does not include an opinion on the fairness or economic rationale of the scheme of arrangement per se.

This report is subject to the scope, assumptions, limitations and disclaimers mentioned hereinabove. As such the report is to be ready in totality, not in parts and in conjunction with the relevant documents referred to herein. This report has been issued only for the purpose of facilitating the Amalgamation and should not be used for any other purpose.



7. VALUER'S RECOMMENDATION

After using several commonly used and accepted methods for determining the value of equity shares of a company, it has been recommended by the Valuer that

Arvind Fashions Limited will issue and allot 1(One) fully paid up equity share of Rs. 4 (Indian Rupees Four) each of Arvind Fashions Limited for every 5 (Five) diluted equity shares of face value Rs. 10 (Indian Rupees Ten) each to each equity shareholder of Arvind Limited for the demerger and vesting of Branded Apparels Undertaking in to AFL.

Anveshan Heavy Engineering Limited will issue and allot 1 (One) fully paid up equity shares of Rs. 10 (Indian Rupees Ten) each of Anveshan Heavy Engineering Limited for every 27 (Twenty Seven) fully paid equity shares of face value Rs. 10 (Indian Rupees Ten) of each to each equity shareholder of Arvind Limited.

For the purposes of Amalgamation of The Anup Engineering Limited with Anveshan Heavy Engineering Limited, Anveshan Heavy Engineering Limited will issue and allot 7 (Seven) fully paid up equity shares of Rs. 10 (Indian Rupees Ten) each of Anveshan Heavy Engineering Limited for every 10 (Ten) fully paid equity shares of face value Rs. 10 (Indian Rupees Ten) each to each equity shareholder of The Anup Engineering Limited.



8. OUR OPINION ON THE VALUER'S REPORT

This fairness opinion report has been prepared based on the Valuer's report and our analysis of the various factors relevant to the Companies, having regard to the information submitted, management representations, key underlying assumptions and limitations.

In view of the above and on consideration of all relevant factors and circumstances, we believe that the Valuer's recommendation that

Arvind Fashions Limited will issue and allot 1(One) fully paid up equity share of Rs. 4 (Indian Rupees Four) each of Arvind Fashions Limited for every 5 (Five) diluted equity shares of face value Rs. 10 (Indian Rupees Ten) each to each equity shareholder of Arvind Limited for the demerger and vesting of Branded Apparels Undertaking in to AFL.

Anveshan Heavy Engineering Limited will issue and allot 1 (One) fully paid up equity shares of Rs. 10 (Indian Rupees Ten) each of Anveshan Heavy Engineering Limited for every 27 (Twenty Seven) fully paid equity shares of face value Rs. 10 (Indian Rupees Ten) of each to each equity shareholder of Arvind Limited.

For the purposes of Amalgamation of The Anup Engineering Limited with Anveshan Heavy Engineering Limited, Anveshan Heavy Engineering Limited will issue and allot 7 (Seven) fully paid up equity shares of Rs. 10 (Indian Rupees Ten) each of Anveshan Heavy Engineering Limited for every 10 (Ten) fully paid equity shares of face value Rs. 10 (Indian Rupees Ten) each to each equity shareholder of The Anup Engineering Limited.,

is fair.

For, Vivro Financial Services Private Limited



Jayesh Vithlani

(Sr. Vice President)



Date: November 8, 2017

Place: Ahmedabad

DCS/AMAL/AJ/R37/1055/2017-18

Revised

February 28, 2018

The Company Secretary
ARVIND LTO,
Naroda Road,
Ahmedabad, Gujarat-380025

Dear Sir,

Sub: Observation letter regarding the Draft Scheme of Arrangement between Arvind Limited and Arvind Fashions Limited (AFL) and Anveshan Heavy Engineering Limited (AHEL) and The Anup Engineering Limited (TAEL).

We refer to Exchange's Observation Letter dated February 09, 2018 on the captioned matter issued to the Company based on the SEBI Observation letter dated February 09, 2018. Considering SEBI's email dated February 26, 2018 with respect to the amendments made on the aforesaid SEBI Observation Letter, Exchange is withdrawing its original Observation letter dated February 09, 2018 and is issuing revised Observation letter dated February 28, 2018 with following comment (s) on the Draft Scheme of Arrangement;

- "Company to ensure that applicable information pertaining to unlisted entities AFL, AHEL and TAEL is included in the abridged prospectus as per the format specified in the circular."
- "Company shall ensure that information, if any, submitted by the Company, after filing the scheme with the stock exchange, from the date of receipt of this letter is displayed on the websites of the listed company."
- "Company shall duly comply with various provisions of the Circulars."
- "Company is advised that the observations of SEBI/Stock Exchanges shall be incorporated in the petition to be filed before National Company Law Tribunal (NCLT) and the company is obliged to bring the observations to the notice of NCLT."
- "It is to be noted that the petitions are filed by the company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/stock exchange. Hence, the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to SEBI again for its comments / observations / representations."

Accordingly, based on aforesaid comment offered by SEBI, the company is hereby advised:

- To provide additional information, if any, (as stated above) along with various documents to the Exchange for further dissemination on Exchange website
- To ensure that additional information, if any, (as stated aforesaid) along with various documents are disseminated on their (company) website.
- To duly comply with various provisions of the circulars.

In light of the above, we hereby advise that we have no adverse observations with limited reference to those matters having a bearing on listing/de-listing/continuous listing requirements within the provisions of Listing Agreement, so as to enable the company to file the scheme with Hon'ble NCLT. Further, where applicable in the explanatory statement of the notice to be sent by the company to the shareholders, while seeking approval of the scheme, it shall disclose information about unlisted companies involved in the format prescribed for abridged prospectus as specified in the circular dated March 10, 2017.

However, the listing of equity shares of AFL and AHEL shall be subject to SEBI granting relaxation under Rule 19(2) (b) of the Securities Contract (Regulation) Rules, 1957 and compliance with the requirements of SEBI circular. No. CFD/DIL3/CIR/2017/21 dated March 10, 2017. Further, AFL and AHEL shall comply with SEBI Act, Rules, Regulations, directions of the SEBI and any other statutory authority and Rules, Byelaws, and Regulations of the Exchange.

(2)

The Company shall fulfill the Exchange's criteria for listing the securities of such company and also comply with other applicable statutory requirements. However, the listing of shares of AFL and AHEL is at the discretion of the Exchange. In addition to the above, the listing of AFL and AHEL pursuant to the Scheme of Arrangement shall be subject to SEBI approval and the Company satisfying the following conditions:

1. To submit the Information Memorandum containing all the information about AFL and AHEL in line with the disclosure requirements applicable for public issues with BSE, for making the same available to the public through the website of the Exchange. Further, the company is also advised to make the same available to the public through its website.
2. To publish an advertisement in the newspapers containing all the information of AFL and AHEL in line with the details required as per the aforesaid SEBI circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017. The advertisement should draw a specific reference to the aforesaid Information Memorandum available on the website of the company as well as BSE.
3. To disclose all the material information about AFL and AHEL on a continuous basis so as to make the same public, in addition to the requirements if any, specified in Listing Agreement for disclosures about the subsidiaries.
4. The following provisions shall be incorporated in the scheme:
 - i. "The shares allotted pursuant to the Scheme shall remain frozen in the depository system till listing/trading permission is given by the designated stock exchange."
 - ii. "There shall be no change in the shareholding pattern of AFL and AHEL between the record date and the listing which may affect the status of this approval."

Further you are also advised to bring the contents of this letter to the notice of your shareholders, all relevant authorities as deemed fit, and also in your application for approval of the scheme of Arrangement.

Kindly note that as required under Regulation 37(3) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the validity of this Observation Letter shall be Six Months from the date of this Letter, within which the scheme shall be submitted to the NCLT.

The Exchange reserves its right to withdraw its 'No adverse observation' at any stage if the information submitted to the Exchange is found to be incomplete / incorrect / misleading / false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/Regulations issued by statutory authorities.

Please note that the aforesaid observations does not preclude the Company from complying with any other requirements.

Yours faithfully,


Nitin Pujari
Sr. Manager

Ref: NSE/LIST/38656

February 28, 2018

The Company Secretary
Arvind Limited
Naroda Road
Ahmedabad – 380 025

Kind Attn.: Mr. R.V. Bhimani

Dear Sir,

Sub: Revised Observation Letter for Draft Scheme of Arrangement between Arvind Limited, Arvind Fashions Limited, Anveshan Heavy Engineering Limited and The Anup Engineering Limited

We refer to our observation letter Ref: NSE/LIST/14201 dated February 09, 2018 issued to the Company based on SEBI's comments letter dated February 09, 2018. Further, SEBI has vide email dated February 26, 2018 made some amendments in the aforesaid SEBI comments letter. In view of the above, exchange's observation letter dated February 09, 2018 stands withdrawn and revised observation letter is issued with the following comments on the scheme of arrangement:

- a. *The Company shall ensure that applicable information pertaining to unlisted entities Arvind Fashions Limited, Anveshan Heavy Engineering Limited and The Anup Engineering Limited is included in the format specified for abridged prospectus as specified in the circular.*
- b. *The Company shall ensure that additional information, if any, submitted by the Company, after filing the scheme with the stock exchange, from the receipt of this letter is displayed on the website of the listed company.*
- c. *The Company shall duly comply with various provisions of the Circulars.*
- d. *The Company is advised that the observations of SEBI/ Stock Exchanges shall be incorporated in the petition to be filed before National Company Law Tribunal (NCLT) and the company is obliged to bring the observations to the notice of NCLT.*
- e. *It is to be noted that the petitions are filed by the company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/ stock exchange. Hence, the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to SEBI again for its comments/observations/ representations.*

Based on the draft scheme and other documents submitted by the Company, including undertaking given in terms of regulation 11 of SEBI (LODR) Regulation, 2015, we hereby convey our "No-objection" in terms of regulation 94 of SEBI (LODR) Regulation, 2015, so as to enable the Company to file the draft scheme with NCLT.

However, the Exchange reserves its rights to raise objections at any stage if the information submitted to the Exchange is found to be incomplete/ incorrect/ misleading/ false or for any



contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Regulations, Guidelines / Regulations issued by statutory authorities.

The validity of this "Observation Letter" shall be six months from February 28, 2018, within which the scheme shall be submitted to NCLT.

Yours faithfully,
For **National Stock Exchange of India Ltd.**

Hiren Shah
Manager

P.S. Checklist for all the Further Issues is available on website of the exchange at the following URL http://www.nseindia.com/corporates/content/further_issues.htm

ARVIND

December 26, 2017

The General Manager
BSE Limited
Dept. of Corporate Services
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai - 400 001

National Stock Exchange of India Ltd.
Exchange Plaza, 5th Floor
Plot No. C/1, G. Block
Bandra-Kurla Complex
Bandra (E)
Mumbai - 400 051

Security Code : 500101
Security ID : ARVIND

Symbol : ARVIND

Dear Sirs,

Sub: Submission of Complaints Report as per Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 for the proposed Composite Scheme of Arrangement Amongst Arvind Limited And Arvind Fashions Limited And Anveshan Heavy Engineering Limited And The Anup Engineering Limited And Their Respective Shareholders And Creditors ("Scheme")

Please refer to our application under aforementioned regulation for the proposed Scheme of Arrangement Amongst Arvind Limited And Arvind Fashions Limited And Anveshan Heavy Engineering Limited And The Anup Engineering Limited And Their Respective Shareholders And Creditors ("Scheme") hosted on 30th November, 2017 on BSE Website and 4th December, 2017 on NSE Website.

In this regards, we are enclosing herewith the Complaint Report.

This is for your kind perusal.

Thanking you,

Yours faithfully,



R. V. Bhimani
Company Secretary

Arvind Limited
LALBHAI GROUP

Naroda Road, Ahmedabad 380 025, India
T +91 79 30138000 W www.arvind.com

CIN - L17119GJ1931PLC000093

ARVIND

Complaints Report to BSE

Period of Complaints Report: 30th November, 2017 to 20th December, 2017

Part A

Sr. No.	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by Stock Exchange	Nil
3.	Total Number of complaints/comments received (1+2)	Nil
4.	Number of complaints resolved	N.A.
5.	Number of complaints pending	N.A.

Part B

Sr. No.	Name of complainant	Date of complaint	Status (Resolved/Pending)
	Not Applicable		

For, Arvind Limited



R. V. Bhimani
Company Secretary



Date: 26th December, 2017

Complaints Report to NSE

Period of Complaints Report: 4th December, 2017 to 24th December, 2017

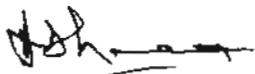
Part A

Sr. No.	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by Stock Exchange	Nil
3.	Total Number of complaints/comments received (1+2)	Nil
4.	Number of complaints resolved	N.A.
5.	Number of complaints pending	N.A.

Part B

Sr. No.	Name of complainant	Date of complaint	Status (Resolved/Pending)
	Not Applicable		

For, Arvind Limited



R. V. Bhimani
Company Secretary



Date: 26th December, 2017

Summary of the Valuation Report including basis of valuation

1. Arvind Limited (Arvind), Arvind Fashions Limited (AFL), Anveshan Heavy Engineering Limited (AHEL) and The Anup Engineering Limited (Anup) (collectively referred to as "Companies") engaged Independent Chartered Accountant, Walker Chandok & Co. LLP (a network firm of Grant Thornton) ("Valuer") as an Independent Valuer for issuing Valuation Report for recommending the Share Exchange Ratio for the proposed arrangement between the Companies. Accordingly, the Valuer had issued a Valuation Report dated 8th November, 2017 ("Valuation Report").
2. Arvind has appointed Vivro Financial Services Private Limited ("Vivro"), a Category I Merchant Banker, to provide an independent opinion to the Board of Directors of the Companies on the fairness of the Share Exchange Ratio recommended by the Valuer.
3. Vivro has carried out their independent analysis and vide their Report dated 8th November, 2017, opined to the Board of Directors of Arvind that the following share exchange ratios are fair:
 - a. 1 (One) fully paid up equity share of INR 4 (Indian Rupees Four) each of AFL for every 5 (Five) equity shares of INR 10 (Indian Rupees Ten) each held in Arvind;
 - b. 1 (One) fully paid up equity share of INR 10 (Indian Rupees Ten) each of AHEL for every 27 (Twenty Seven) equity shares of INR 10 (Indian Rupees Ten) each held in Arvind; and
 - c. 7 (Seven) fully paid up equity shares of INR 10 (Indian Rupees Ten) each of AHEL for every 10 (Ten) equity shares of INR 10 (Indian Rupees Ten) each held in Anup.
4. As per Clause 9.1 of the Scheme, equity shares will be issued by AFL to the shareholders of Arvind.
5. As per Clauses 17.1 and 25.2 of the Scheme, equity shares will be issued by AHEL to the shareholders of Arvind and Anup.
6. In view of this, post scheme of arrangement, equity shareholders of Arvind will become direct owners of AFL and AHEL. This will lead to a fair treatment from a financial point of view.

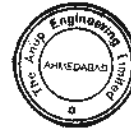
For, Arvind Limited



Jay

Director

For, The Anup Engineering Limited



Jay

Director

For, Arvind Fashions Limited



Jay

Director

For, Anveshan Heavy Engineering Limited



Munni

Director

REPORT ADOPTED BY THE BOARD OF DIRECTORS OF ARVIND LIMITED AT ITS MEETING HELD ON 8TH NOVEMBER, 2017 EXPLAINING THE EFFECT OF THE SCHEME ON EQUITY SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTERS AND NON PROMOTER SHAREHOLDERS:

1. Background

- 1.1 The proposed Composite Scheme of Arrangement amongst Arvind Limited (“Demerged Company”) and Arvind Fashions Limited (“Resulting Company 1”) and Anveshan Heavy Engineering Limited (“Resulting Company 2” or “Transferee Company”) and The Anup Engineering Limited (“Transferor Company”) and their respective shareholders and creditors (“the Scheme”) was approved by the Board of Directors of Arvind Limited (“Board”) vide resolution dated 8th day of November, 2017. As per the provisions of Sections 230 to 232 of the Companies Act, 2013, governing Amalgamation of Companies, the Directors are required to adopt a report explaining the effect of Scheme on equity shareholders, key managerial personnel (KMPs), promoters and non-promoter shareholders of the Company laying out in particular the share exchange ratio and the same is required to be circulated to the equity shareholders along with the Notice convening the meeting.
- 1.2 This report of the Board is accordingly being made in pursuance to the requirements of Section 232 (2) (c) of the Companies Act, 2013.
- 1.3 The following documents were placed before the Board:
 - 1.3.1 Draft Scheme duly initialed by the Company Secretary for the purpose of identification;
 - 1.3.2 Valuation Report dated 8th November, 2017 (“Valuation Report”) issued by Independent Chartered Accountant, Walker Chandiook & Co. LLP (a network firm of Grant Thornton);
 - 1.3.3 Fairness Opinion dated 8th November, 2017 (“Fairness Opinion”) issued by Vivro Financial Services Pvt. Ltd., a Category-I Merchant Banker, providing the Fairness Opinion on the share exchange ratio as recommended by Walker Chandiook & Co. LLP, Chartered Accountants, the Valuer;
 - 1.3.4 Report of the Audit Committee of the Board of Directors dated 8th November, 2017;
 - 1.3.5 Summary of the Valuation Report along with the basis of such valuation.

2. Effect of the Scheme on Equity Shareholders (promoter shareholders and non-promoter shareholders), Employees and KMPs of Arvind Limited.

- 2.1 Under the Scheme, an arrangement is sought to be entered into between Arvind Limited and its equity shareholders (promoter shareholders and non-promoter shareholders). Upon the effectiveness of the Scheme, i.e. transfer and vesting of the Branded Apparel Undertaking from the Demerged Company into the Resulting Company 1, transfer and vesting of the Engineering Undertaking from the Demerged Company into the Resulting Company 2 and amalgamation of the Transferor Company with the Transferee Company, Arvind Limited shall not be required to allot equity shares to its equity shareholders or the shareholders of Resulting Company 1 and Resulting Company 2.
- 2.2 After effectiveness of Part-VI of the Scheme and upon Part-II of the Scheme coming into effect and in consideration of and subject to the provisions of the Scheme, the Resulting Company-1 shall, without any further application, act, deed, consent or instrument, issue and allot, on a proportionate basis, to each shareholder of the Demerged Company 1 (One) fully paid up equity share of INR 4 (Indian Rupees Four) each of the Resulting Company-1 (“Branded Apparel Undertaking New Equity Shares”) for every 5 (Five) equity shares of INR 10 (Indian Rupees Ten) each of the Demerged Company held by such shareholder whose name is recorded in the Register of Members and records of the depository as a member of the Demerged Company as on Record Date.
- 2.3 Upon Part III of the Scheme coming into effect and in consideration of and subject to the provisions of this Scheme, the Resulting Company 2 shall, without any further application, act, deed, consent or instrument, issue and allot, on a proportionate basis, to each shareholder of the Demerged Company 1 (One) fully paid up equity share of INR 10 (Indian Rupees Ten) each of the Resulting Company 2 (“Engineering Undertaking New Equity Shares”) for every 27 (Twenty Seven) equity shares of INR 10 (Indian Rupees Ten) each of the Demerged Company held by such shareholder whose name is recorded in the Register of Members and records of the depository as a member of the Demerged Company as on Record Date.
- 2.4 Upon the effectiveness of the Scheme, the equity shares directly or indirectly held by Arvind Limited in the paid-up equity share capital of Resulting Company 1 shall stand cancelled as per Clause 32 of the Scheme.
- 2.5 Upon Part-II of the Scheme coming into effect, INR 50,00,00,000 (Indian Rupees Fifty Crores) shall stand transferred from the authorised share capital of the Demerged Company and get combined with the authorized share capital of the Resulting Company-1 as per Clause 11 of the Scheme.
- 2.6 Upon Part III of this Scheme coming into effect, INR 50,00,00,000 (Indian Rupees Fifty Crores) shall stand transferred from the authorised share capital of the Demerged Company and get combined with the authorised share capital of the Resulting Company 2 as per Clause 19 of the Scheme.
- 2.7 Under the Scheme, there is no arrangement with the creditors (either secured or unsecured) of Arvind Limited. No compromise is offered under the Scheme to any of the creditors of Arvind Limited. Under the Scheme, the liability of the creditors of Arvind Limited is neither being reduced nor being distinguished.
- 2.8 Under the Scheme, no arrangement is sought to be entered into between Arvind Limited and its Debenture Holders (either secured or unsecured). No rights of the Debenture Holders of Arvind Limited are being affected pursuant to the Scheme. The Debenture Trustees appointed for the different series of non-convertible debentures shall continue to remain the Debenture Trustees.

- 2.9 As on date, Arvind has no outstanding Public Deposits and therefore, the effect of the Scheme on any such Public Depositor or Deposit Trustee does not arise.
- 2.10 Under the Scheme, no rights of the staff and employees of Arvind Limited are being affected. The services of the staff and employees of Arvind Limited shall continue on the same terms and conditions on which they are engaged.
- 2.11 With effect from the Effective Date, the Resulting Company 1 undertakes to engage, without any interruption in service, all employees of the Demerged Company, engaged or in relation to the Branded Apparel undertaking, on the terms and conditions not less favourable than those on which the Demerged Company has engaged them as per Clause 7 of the Scheme.
- 2.12 With effect from the Effective Date, the Resulting Company 2 undertakes to engage, without any interruption in service, all employees of the Demerged Company, engaged in or in relation to the Engineering Undertaking, on the terms and conditions not less favourable than those on which the Demerged Company has engaged them as per Clause 15 of the Scheme.
- 2.13 Upon the Scheme becoming effective, all debts, liabilities, loans, obligations and dues of the Demerged Company as on the Appointed Date-1 and relatable to the Branded Apparel Undertaking shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Resulting Company-1 to the extent that they were outstanding as on the Appointed Date-1 and the Resulting Company-1 shall meet, discharge and satisfy the same.
- 2.14 Upon effectiveness of the Scheme, all debts, liabilities, loans, obligations and dues of the Demerged Company as on the Appointed Date-2 and relatable to the Engineering Undertaking shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Resulting Company-2 to the extent that they are outstanding as on the Appointed Date-2 and the Resulting Company-2 shall meet, discharge and satisfy the same.
- 2.15 There is no effect of the Scheme on the Key Managerial Personnel and/or the Directors of Arvind Limited.
3. No special valuation difficulties were reported by the Valuer.

By Order of the Board,
For Arvind Limited,


Jayesh Shah

Director

DIN: 00008349

Date: 8th November, 2017



REPORT ADOPTED BY THE BOARD OF DIRECTORS OF ARVIND FASHIONS LIMITED AT ITS MEETING HELD ON 8TH NOVEMBER, 2017 EXPLAINING THE EFFECT OF THE SCHEME ON EQUITY SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTERS AND NON PROMOTER SHAREHOLDERS:

1. Background

- 1.1 The proposed Composite Scheme of Arrangement amongst Arvind Limited ("Demerged Company") and Arvind Fashions Limited ("Resulting Company 1") and Anveshan Heavy Engineering Limited ("Resulting Company 2" or "Transferee Company") and The Anup Engineering Limited ("Transferor Company") and their respective shareholders and creditors ("the Scheme") was approved by the Board of Directors of Arvind Fashions Limited ("Board") vide resolution dated 8th day of November, 2017. As per the provisions of Sections 230 to 232 of the Companies Act, 2013, governing amalgamation of companies, the Directors are required to adopt a report explaining the effect of Scheme on equity shareholders, key managerial personnel (KMPs), promoters and non-promoter shareholders of the Company laying out in particular the share exchange ratio and the same is required to be circulated to the equity shareholders along with the Notice convening the meeting.
- 1.2 This report of the Board is accordingly being made in pursuance to the requirements of Section 232 (2) (c) of the Companies Act, 2013.
- 1.3 The following documents were placed before the Board:
- 1.3.1 Draft Scheme duly initialed by the Company Secretary for the purpose of identification;
- 1.3.2 Valuation Report dated 8th November, 2017 ("Valuation Report") issued by Independent Chartered Accountant, Walker Chandio & Co. LLP (a network firm of Grant Thornton);
- 1.3.3 Fairness Opinion dated 8th November, 2017 ("Fairness Opinion") issued by Vivro Financial Services Pvt. Ltd., a Category-I Merchant Banker, providing the Fairness Opinion on the share exchange ratio as recommended by Walker Chandio & Co. LLP, Chartered Accountants, the Valuer;
- 1.3.4 Summary of the Valuation Report along with the basis of such valuation.

2. Effect of the Scheme on Equity Shareholders (promoter shareholders and non-promoter shareholders), Employees and KMPs of Arvind Fashions Limited

- 2.1 Under the Scheme, an arrangement is sought to be entered into between Arvind Fashions Limited and equity shareholders of Arvind Limited (promoter shareholders and non-promoter shareholders). Upon the effectiveness of the Scheme, i.e. transfer and vesting of the Branded Apparel Undertaking from the Demerged Company into the Resulting Company 1, Arvind Fashions Limited shall be required to allot equity shares to the equity shareholders of Demerged Company as per Clause 9.1 of the Scheme.
- 2.2 After effectiveness of Part II, Part VI and Part VII of the Scheme and in consideration of and subject to the provisions of the Scheme, the Resulting Company-1 shall, without any further application, act, deed, consent or instrument, issue and allot, on a proportionate basis, to each shareholder of the Demerged Company 1 (One) fully paid up equity share of INR 4 (Indian Rupees Four) each of the Resulting Company-1 ("Branded Apparel Undertaking New Equity Shares") for every 5 (Five) equity shares of INR 10 (Indian Rupees Ten) each of the Demerged Company held by such shareholder whose name is recorded in the Register of Members and records of the depository as a member of the Demerged Company as on Record Date.
- 2.3 Upon the effectiveness of the Scheme, the equity shares directly or indirectly held by Arvind Limited in the paid-up equity share capital of Resulting Company 1 shall stand cancelled as per Clause 32 of the Scheme.
- 2.4 Upon Part-II of the Scheme coming into effect, INR 50,00,00,000 (Indian Rupees Fifty Crores) shall stand transferred from the authorised share capital of the Demerged Company and get combined with the authorised share capital of the Resulting Company-1 as per Clause 11 of the Scheme.
- 2.5 Under the Scheme, there is no arrangement with the creditors (either secured or unsecured) of Arvind Fashions Limited. No compromise is offered under the Scheme to any of the creditors of Arvind Fashions Limited. Under the Scheme, The liability of the creditors of Arvind Fashions Limited is neither being reduced nor being distinguished.
- 2.6 As on date, Arvind Fashions Limited has no outstanding Public Deposits and therefore, the effect of the Scheme on any such Public Depositor or Deposit trustee does not arise.
- 2.7 Under the Scheme, no rights of the staff and employees of Arvind Fashions Limited are being affected. The services of the staff and employees of Arvind Fashions Limited shall continue on the same terms and conditions on which they are engaged.
- 2.8 With effect from the Effective Date, the Resulting Company 1 undertakes to engage, without any interruption in service, all employees of the Demerged Company, engaged or in relation to the Branded Apparel undertaking, on the terms and conditions not less favourable than those on which the Demerged Company has engaged them as per Clause 7 of the Scheme.
- 2.9 Upon the Scheme becoming effective, all debts, liabilities, loans, obligations and dues of the Demerged Company as on the Appointed Date-1 and relating to the Branded Apparel Undertaking shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Resulting Company-1 to the extent that they were outstanding as on the Appointed Date-1 and the Resulting Company-1 shall meet, discharge and satisfy the same.
- 2.10 There is no effect of the Scheme on the Key Managerial Personnel and/or the Directors of Arvind Fashions Limited.

3. No special valuation difficulties were reported by the Valuer.

By Order of the Board,
For Arvind Fashions Limited,


Jayesh Shah
Director



DIN: 00008349

Date: 8th November, 2017

REPORT ADOPTED BY THE BOARD OF DIRECTORS OF ANVESHAN HEAVY ENGINEERING LIMITED AT ITS MEETING HELD ON 8TH NOVEMBER, 2017 EXPLAINING THE EFFECT OF THE SCHEME ON EQUITY SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTERS AND NON PROMOTER SHAREHOLDERS:

1. Background

- 1.1 The proposed Composite Scheme of Arrangement amongst Arvind Limited (“Demerged Company”) and Arvind Fashions Limited (“Resulting Company 1”) and Anveshan Heavy Engineering Limited (“Resulting Company 2” or “Transferee Company”) and The Anup Engineering Limited (“Transferor Company”) and their respective shareholders and creditors (“the Scheme”) was approved by the Board of Directors of Anveshan Heavy Engineering Limited (“Board”) vide resolution dated 8th day of November, 2017. As per the provisions of Sections 230 to 232 of the Companies Act, 2013, governing amalgamation of companies, the Directors are required to adopt a report explaining the effect of Scheme on equity shareholders, key managerial personnel (KMPs), promoters and non-promoter shareholders of the Company laying out in particular the share exchange ratio and the same is required to be circulated to the equity shareholders along with the Notice convening the meeting.
- 1.2 This report of the Board is accordingly being made in pursuance to the requirements of Section 232 (2) (c) of the Companies Act, 2013.
- 1.3 The following documents were placed before the Board:
- 1.3.1 Draft Scheme duly initialed by a Director for the purpose of identification;
- 1.3.2 Valuation Report dated 8th November, 2017 (“Valuation Report”) issued by Independent Chartered Accountant, Walker Chandio & Co. LLP (a network firm of Grant Thornton);
- 1.3.3 Fairness Opinion dated 8th November, 2017 (“Fairness Opinion”) issued by Vivro Financial Services Pvt. Ltd., a Category-I Merchant Banker, providing the Fairness Opinion on the share exchange ratio as recommended by Walker Chandio & Co. LLP, Chartered Accountants, the Valuer;
- 1.3.4 Summary of the Valuation Report along with the basis of such valuation.

2. Effect of the Scheme on Equity Shareholders (promoter shareholders and non-promoter shareholders), Employees and KMPs of Anveshan Heavy Engineering Limited

- 2.1 Under the Scheme, an arrangement is sought to be entered into between Anveshan Heavy Engineering Limited, equity shareholders of Arvind Limited (promoter shareholders and non-promoter shareholders) and equity shareholders of The Anup Engineering Limited (promoter shareholders and non-promoter shareholders). Upon the effectiveness of the Scheme, i.e. transfer and vesting of the Engineering Undertaking from the Demerged Company into the Resulting Company 2 and amalgamation of the Transferor Company into the Transferee Company, Anveshan Heavy Engineering Limited shall be required to allot equity shares to the equity shareholders of the Demerged Company and the Transferor Company as per Clauses 17.1 and 25.2 of the Scheme.
- 2.2 After effectiveness of Part III, Part IV and Part VIII of the Scheme and in consideration of and subject to the provisions of the Scheme, the Resulting Company-2/Transferee Company shall, without any further application, act, deed, consent or instrument, issue and allot, on a proportionate basis as under:
- 2.2.1 to each shareholder of the Demerged Company 1 (One) fully paid up equity share of INR 10 (Indian Rupees Ten) each of the Resulting Company-2 (“Engineering Undertaking New Equity Shares”) for every 27 (Twenty Seven) equity shares of INR 10 (Indian Rupees Ten) each of the Demerged Company held by such shareholder whose name is recorded in the Register of Members and records of the depository as a member of the Demerged Company as on Record Date.
- 2.2.2 to each shareholder of the Transferor Company 7 (Seven) fully paid up equity share of INR 10 (Indian Rupees Ten) each of the Transferee Company for every 10 (Ten) equity shares of INR 10 (Indian Rupees Ten) each of the Transferor Company held by such shareholder whose name is recorded in the Register of Members and records of the depository as a member of the Transferor Company as on Record Date. (“Transferee Company New Equity Shares”).
- 2.3 Upon coming into effect of Part III and Part IV of the Scheme, INR 50,00,00,000 (Indian Rupees Fifty Crores) and INR 15,00,00,000 (Indian Rupees Fifteen Crores) shall stand transferred from the authorised share capital of the Demerged Company and Transferor Company respectively and get combined with the authorised share capital of the Transferee Company as per Clauses 19 and 28 of the Scheme.
- 2.4 Under the Scheme, there is no arrangement with the creditors (either secured or unsecured) of Anveshan Heavy Engineering Limited. No compromise is offered under the Scheme to any of the creditors of Anveshan Heavy Engineering Limited. Under the Scheme, The liability of the creditors of Anveshan Heavy Engineering Limited is neither being reduced nor being distinguished.
- 2.5 As on date, Anveshan Heavy Engineering Limited has no outstanding Public Deposits and therefore, the effect of the Scheme on any such Public Depositor or Deposit trustee does not arise.
- 2.6 Under the Scheme, no rights of the staff and employees of Anveshan Heavy Engineering Limited are being affected. The services of the staff and employees of Anveshan Heavy Engineering Limited shall continue on the same terms and conditions on which they are engaged.
- 2.7 With effect from the Effective Date, the Resulting Company 2 / Transferee Company undertakes to engage, without any interruption in service, all employees of the Demerged Company, engaged or in relation to the Engineering Undertaking and Transferor Company, engaged or in relation to the Anup Engineering Limited, on the terms and conditions not less favourable than those on which the Demerged Company/the Transferor Company has engaged them as per Clauses 15 and 23 of the Scheme.

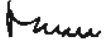
2.8 Upon the Scheme becoming effective, all debts, liabilities, loans, obligations and dues of the Demerged Company relating to the Engineering Undertaking and Transferor Company as on the Appointed Date-2 shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Transferee Company to the extent that they were outstanding as on the Appointed Date-2 and the Transferee Company shall meet, discharge and satisfy the same.

2.9 There is no effect of the Scheme on the Key Managerial Personnel and/or the Directors of Anveshan Heavy Engineering Limited.

3. No special valuation difficulties were reported by the Valuer.

By Order of the Board,

For Anveshan Heavy Engineering Limited,

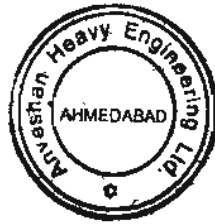


Prakash Makwana

Director

DIN: 00008382

Date: 8th November, 2017



REPORT ADOPTED BY THE BOARD OF DIRECTORS OF THE ANUP ENGINEERING LIMITED AT ITS MEETING HELD ON 8TH NOVEMBER, 2017 EXPLAINING THE EFFECT OF THE SCHEME ON EQUITY SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTERS AND NON PROMOTER SHAREHOLDERS:

1. Background

- 1.1 The proposed Composite Scheme of Arrangement amongst Arvind Limited ("Demerged Company") and Arvind Fashions Limited ("Resulting Company 1") and Anveshan Heavy Engineering Limited ("Resulting Company 2" or "Transferee Company") and The Anup Engineering Limited ("Transferor Company") and their respective shareholders and creditors ("the Scheme") was approved by the Board of Directors of The Anup Engineering Limited ("Board") vide resolution dated 8th day of November, 2017. As per the provisions of Sections 230 to 232 of the Companies Act, 2013, governing Amalgamation of Companies, the Directors are required to adopt a report explaining the effect of Scheme on equity shareholders, key managerial personnel (KMPs), promoters and non-promoter shareholders of the Company laying out in particular the share exchange ratio and the same is required to be circulated to the equity shareholders along with the Notice convening the meeting.
- 1.2 This report of the Board is accordingly being made in pursuance to the requirements of Section 232 (2) (c) of the Companies Act, 2013.
- 1.3 The following documents were placed before the Board:
- 1.3.1 Draft Scheme duly initialed by the Company Secretary for the purpose of identification;
- 1.3.2 Valuation Report dated 8th November, 2017 ("Valuation Report") issued by Independent Chartered Accountant, Walker Chandlok & Co. LLP (a network firm of Grant Thornton);
- 1.3.3 Fairness Opinion dated 8th November, 2017 ("Fairness Opinion") issued by Vivro Financial Services Pvt. Ltd., a Category-I Merchant Banker, providing the Fairness Opinion on the share exchange ratio as recommended by Walker Chandlok & Co. LLP, Chartered Accountants, the Valuer;
- 1.3.4 Summary of the Valuation Report along with the basis of such valuation.

2. Effect of the Scheme on Equity Shareholders (promoter shareholders and non-promoter shareholders), Employees and KMPs of The Anup Engineering Limited

- 2.1 Under the Scheme, an amalgamation is sought to be entered into between The Anup Engineering Limited and Anveshan Heavy Engineering Limited. Upon the effectiveness of the Scheme, i.e. amalgamation of The Anup Engineering Limited into Anveshan Heavy Engineering Limited, Anveshan Heavy Engineering Limited shall be required to allot equity shares to the equity shareholders of The Anup Engineering Limited as per Clause 25.2 of the Scheme.
- 2.1.1 After effectiveness of Part IV of the Scheme and in consideration of and subject to the provisions of the Scheme, the Transferee Company shall, without any further application, act, deed, consent, issue and allot, on a proportionate basis to each shareholder of the Transferor Company 7 (Seven) fully paid up equity share of INR 10 (Indian Rupees Ten) each of the Transferor Company for every 10 (Ten) equity shares of INR 10 (Indian Rupees Ten) each in the Transferee Company held by such shareholder whose name is recorded in the Register of Members and records of the depository as a member of the Transferor Company as on Record Date ("Transferee Company New Equity Shares").
- 2.2 Upon the effectiveness of the Scheme, the equity shares directly or indirectly held by Transferee Company in the paid-up equity share capital of Transferor Company shall stand cancelled as per Clause 25.3 of the Scheme.
- 2.3 Upon coming into effect of Part-IV of the Scheme, INR 15,00,00,000 (Indian Rupees Fifteen Crores) shall stand transferred from the authorised share capital of the Transferor Company and get combined with the authorised share capital of the Transferee Company as per Clause 28 of the Scheme.
- 2.4 Under the Scheme, there is no arrangement with the creditor (either secured or unsecured) of The Anup Engineering Limited. No compromise is offered under the Scheme to any of the creditors of The Anup Engineering Limited. Under the Scheme, The liability of the creditors of The Anup Engineering Limited is neither being reduced nor being distinguished.
- 2.5 As on date, The Anup Engineering Limited has no outstanding Public Deposits and therefore, the effect of the Scheme on any such Public Depositor or Deposit trustee does not arise.
- 2.6 Under the Scheme, no rights of the staff and employees of The Anup Engineering Limited are being affected. The services of the staff and employees of The Anup Engineering Limited shall continue on the same terms and conditions on which they are engaged.
- 2.7 With effect from the Effective Date, the Transferee Company undertakes to engage, without any interruption in service, all employees of the Transferor Company, engaged or in relation to the Anup Engineering Limited, on the terms and conditions not less favourable than those on which the Transferor Company has engaged them as per Clause 23 of the Scheme.
- 2.8 Upon the Scheme becoming effective, all debts, liabilities, loans, obligations and dues of the Transferor Company as on the Appointed Date-2 shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Transferee Company to the extent that they were outstanding as on the Appointed Date-2 and the Transferee Company shall meet, discharge and satisfy the same.
- 2.9 There is no effect of the Scheme on the Key Managerial Personnel and/or the Directors of The Anup Engineering Limited.

3. No special valuation difficulties were reported by the Valuer.

By Order of the Board,

For The Anup Engineering Limited,

Jayesh Shah
Jayesh Shah

Director

DIN: 00008349

Date: 8th November, 2017



Arvind Limited

CIN : L17119GJ1931PLC000093

Balance Sheet as at Sept. 30, 2017

Rs. in Crores

Particulars	Notes	As at		
		Sept. 30, 2017	June 30, 2017	March 31, 2017
ASSETS				
I. Non-current assets				
(a) Property, plant and equipment	5	2,987.76	2,931.20	2,899.97
(b) Capital work-in-progress	5	59.03	111.94	76.66
(c) Investment properties	6	43.45	110.34	119.35
(d) Intangible assets	7	103.81	75.63	80.36
(e) Intangible assets under development	7	18.69	-	-
(f) Financial assets				
(i) Investments	8	828.55	542.27	522.96
(ii) Loans	8	1.52	2.52	2.45
(iii) Other financial assets	8	37.57	36.33	42.38
(g) Other non-current assets	9	71.22	67.05	67.74
Total non-current assets		4,151.60	3,877.29	3,811.87
II. Current assets				
(a) Inventories	10	1,252.21	1,339.24	1,299.24
(b) Financial assets				
(i) Trade receivables	8	599.96	525.74	490.03
(ii) Cash and cash equivalents	8	11.65	3.84	4.44
(iii) Bank balance other than (ii) above	8	7.69	7.06	8.97
(iv) Loans	8	421.38	411.24	360.03
(v) Others financial assets	8	91.26	133.90	161.81
(c) Current tax assets (net)	11	96.63	87.29	98.43
(d) Other current assets	9	378.16	281.02	291.01
		2,858.94	2,789.33	2,713.95
(e) Assets classified as held for sale	12	-	-	-
Total current assets		2,858.94	2,789.33	2,713.95
Total Assets		7,010.54	6,666.62	6,525.82
EQUITY AND LIABILITIES				
Equity				
Equity share capital	13	258.52	258.52	258.36
Other equity	14	2,783.51	2,823.18	2,759.64
Total equity		3,042.03	3,081.70	3,018.00
LIABILITIES				
I. Non-current liabilities				
(a) Financial liabilities				
(i) Borrowings	15	934.06	577.12	605.12
(ii) Other financial liabilities	15	2.22	3.06	1.01
(b) Long-term provisions	16	30.90	28.27	27.18
(c) Deferred tax liabilities (net)	29	109.17	112.05	122.58
(d) Government grants	17	33.49	32.19	30.78
Total non-current liabilities		1,109.84	752.69	786.67



Signature

Arvind Limited

CIN : L17119GJ1931PLC000093

Balance Sheet as at Sept. 30, 2017**II. Current liabilities**

(a) Financial liabilities				
(i) Borrowings	15	1,905.97	1,903.18	1,767.52
(ii) Trade payables	15	636.56	623.79	669.03
(iii) Other financial liabilities	15	234.30	223.00	214.51
(b) Other current liabilities	18	71.23	72.73	59.02
(c) Short-term provisions	16	5.19	4.56	6.38
(d) Government grants	17	5.42	4.96	4.69
		<u>2,858.67</u>	<u>2,832.23</u>	<u>2,721.15</u>
(e) Liabilities directly associated with assets classified as held for sale	12	-	-	-
Total current liabilities		<u>2,858.67</u>	<u>2,832.23</u>	<u>2,721.15</u>
		<u><u>7,010.54</u></u>	<u><u>6,666.62</u></u>	<u><u>6,525.82</u></u>
Total equity and liabilities		<u><u>0.00</u></u>	<u><u>(0.00)</u></u>	<u><u>(0.00)</u></u>

Place : Ahmedabad
Date : 08/11/2017



For, Arvind Limited

Jayesh K. Shah
Director & CFO
DIN : 00008349

Arvind Limited

CIN : L17119GJ1931PLC000093

Statement of profit and loss for the year ended Sept. 30, 2017

Rs. in Crores

Particulars	Notes	Quarter ended Sept 30, 2017	Quarter ended June 30, 2017	Year ended March 31, 2017
Income				
Revenue from operations				
Sale of Products	19	2,877.94	1,482.95	5,614.24
Sale of Services	19	5.99	3.68	16.50
Other Operating Income	19	222.54	126.74	328.09
Revenue from operations		3,106.46	1,613.36	5,958.83
Other income	20	42.76	19.05	99.41
Total income (I)		3,149.23	1,632.41	6,058.24
Expenses				
Cost of raw materials and accessories consumed	21	1,342.3486	697.07	2,385.33
Purchase of stock-in-trade	22	99.4562	36.09	248.11
Changes in inventories of finished goods, work-in-progress and stock-in-trade	23	(41.1761)	(22.68)	(98.63)
Project expenses		5.0466	2.98	12.87
Employee benefits expense	24	413.2459	206.96	777.73
Finance costs	25	82.9519	41.23	221.94
Depreciation and amortisation expense	26	100.3413	50.36	182.10
Impairment Loss	26	-	-	2.81
Other expenses	27	979.3775	511.09	2,173.28
Total expenses (II)		2,981.59	1,523.10	5,905.54
Profit before exceptional items and tax (III)=(I-II)		167.635417	109.31	152.70
Exceptional items (IV)	28	11.37	6.91	18.06
Profit before tax (V) = (III-IV)		156.26	102.40	134.64
Tax expense				
Current tax	29	32.46	23.39	49.54
Deferred tax	29	2.08	(0.60)	60.32
Total tax expense (VI)		34.54	22.79	109.86
Profit for the year (VII) = (V-VI)		121.72	79.61	24.78
Other comprehensive income				
A. Other comprehensive income not to be reclassified to profit or loss in subsequent periods:				
Re-measurement gains / (losses) on defined benefit plans	14	0.60	0.30	1.19
Income tax effect	29	(0.21)	(0.10)	(0.41)
		0.39	0.20	0.78
Net gain / (loss) on FVOCI equity instruments	14	-	-	47.44
Income tax effect	29	-	-	-
		-	-	47.44
Net other comprehensive income not to be reclassified to profit or loss in subsequent periods (A)		0.39	0.20	48.22
B. Other comprehensive income that may be reclassified to profit or loss in subsequent periods:				
Net gains / (loss) on hedging instruments in a cash flow hedge	14	(45.39)	(29.05)	35.46
Income tax effect	29	15.71	10.05	(12.27)
Exchange differences in translating the financial statements of a foreign operation		-	-	-



Signature

Arvind Limited

CIN : L17119GJ1931PLC000093

Statement of profit and loss for the year ended Sept. 30, 2017

Net other comprehensive income that may be reclassified to profit or loss in subsequent periods (B)

Total other comprehensive income for the year, net of tax (VIII) = (A+B)

Total comprehensive income for the year, net of tax (VII+VIII)

Earning per equity share [nominal value per share Rs.10/- (March 31, 2016: Rs 10/-)]

Basic	36	0.96
Diluted	36	0.96

(29.68)	(19.00)	23.19
(29.29)	(18.80)	71.41
92.43	60.81	96.19

Place : Ahmedabad

Date : 08/11/2017



For, Arvind Limited

Jayesh K. Shah
Director & CFO
DIN : 00008349

Statement of changes in Equity for the year ended March 31, 2017

A. Equity share capital

Balance	Rs. in Crores Note 13
As at April 1, 2015	288.24
Issue of Equity Share capital	-
As at March 31, 2016	288.24
Issue of Shares under ESOP	0.12
As at March 31, 2017	288.36

B. Other equity

Particulars	Attributable to the equity holders							Retained Earnings	Foreign currency monetary item translation difference account
	Share Application Money Pending Allotment	Capital Reserve	Share based payment reserve	Capital Redemption Reserve	Securities premium	Amalgamation Reserve	Debiture Redemption Reserve		
	Note 14	Note 14	Note 14	Note 14	Note 14	Note 14	Note 14	Note 14	Note 14
Balance as at April 1, 2016		26.71	4.79	69.50	554.84	92.78		35.65	1,917.23
Profit for the year	-	-	-	-	-	-	-	-	24.78
Other comprehensive income for the year	-	-	-	-	-	-	-	-	0.78
Total Comprehensive Income for the year	-	-	-	-	-	-	-	-	25.56
Final Dividend	-	-	-	-	-	-	-	-	(61.98)
Dividend distribution tax	-	-	-	-	-	-	-	-	(12.62)
Transfer to retained earnings	-	-	6.57	-	-	-	-	-	104.55
Share based payments	-	-	-	-	-	-	-	-	-
Received during the year	2.17	-	-	-	2.21	-	-	-	-
Transfer to securities premium	-	-	(1.41)	-	-	-	-	-	-
Tax Impact due to merger	-	-	-	-	1.41	-	-	-	-
Transfer from share based payment reserve	-	-	-	-	(1.72)	(58.58)	-	-	-
Utilized during the year	2.17	26.71	9.95	69.50	556.72	34.20	-	35.65	1,992.73
Balance as at March 31, 2017		26.71	9.95	69.50	556.72	34.20		35.65	1,992.73
Balance as at April 1, 2017		26.71	9.95	69.50	556.72	34.20		35.65	1,992,71,993.86
Profit for the year	-	-	-	-	-	-	-	-	79.61
Other comprehensive income for the year	-	-	-	-	-	-	-	-	0.20
Total Comprehensive Income for the year	-	-	-	-	-	-	-	-	79.81
Final Dividend	-	-	-	-	-	-	-	-	-
Dividend distribution tax	-	-	-	-	-	-	-	-	-
Transfer to retained earnings	-	-	1.70	-	-	-	-	-	-
Share based payments	-	-	-	-	-	-	-	-	-
Received during the year	(2.17)	-	-	-	3.91	-	-	-	-
Transfer to securities premium	-	-	(1.92)	-	-	-	-	-	-
Transfer from share based payment reserve	-	-	-	-	1.92	-	-	-	-
Utilized during the year	-	-	-	-	-	-	-	-	-
Balance as at June 30, 2017		26,71,00,000	9,93,12,009	69,50,00,000	561,65,69,800	34,20,00,000		35,65,00,000	2,072,540
Balance as at July 1, 2017		26,71,00,000	8,93,00,000	69,50,00,000	561,66,00,000	34,20,00,000		35,65,00,000	2,072,540
Profit for the year	-	-	-	-	-	-	-	-	42.12
Other comprehensive income for the year	-	-	-	-	-	-	-	-	0.19
Total Comprehensive Income for the year	-	-	-	-	-	-	-	-	42.31
Final Dividend	-	-	-	-	-	-	-	-	(62.04)
Dividend distribution tax	-	-	-	-	-	-	-	-	(11.61)
Transfer to retained earnings	-	-	1.36	-	-	-	-	-	(50.00)
Share based payments	-	-	-	-	-	-	-	-	-
Received during the year	1.00	-	-	-	-	-	-	-	-
Transfer to securities premium	-	-	-	-	-	-	-	-	-
Transfer from share based payment reserve	-	-	-	-	-	-	-	-	-
Utilized during the year	-	-	-	-	-	-	-	-	-
Balance as at Sept. 30, 2017		1,00,00,000	11,28,73,009	69,50,00,000	561,65,69,800	34,20,00,000	50,00,00,000	35,65,00,000	1,991.19



B. Other equity

Attributable to the equity holders

Particulars	FVOCI	
	Net gains / (loss) on hedging instruments in a cash flow hedge	Net gain / (loss) on FVOCI equity instruments
	Note 14	Note 14
Balance as at April 1, 2016	8.80	57.11
Profit for the year	-	-
Other comprehensive income for the year	23.19	47.44
Total Comprehensive income for the year	23.19	47.44
Final Dividend	-	-
Dividend distribution tax	-	-
Transfer to retained earnings	-	(104.55)
Share based payments	-	-
Received during the year	-	-
Transfer to securities premium	-	-
Tax Impact due to merger	-	-
Transfer from share based payment reserve	-	-
Utilized during the year	-	-
Balance as at March 31, 2017	31.99	-
Balance as at April 1, 2017	31.99	-
Profit for the year	-	-
Other comprehensive income for the year	(19.00)	-
Total Comprehensive income for the year	(19.00)	-
Final Dividend	-	-
Dividend distribution tax	-	-
Transfer to retained earnings	-	-
Share based payments	-	-
Received during the year	-	-
Transfer to securities premium	-	-
Transfer from share based payment reserve	-	-
Utilized during the year	-	-
Balance as at June 30, 2017	12.98703907	-
Balance as at July 1, 2017	12.99	-
Profit for the year	-	-
Other comprehensive income for the year	(10.68)	-
Total Comprehensive income for the year	(10.68)	-
Final Dividend	-	-
Dividend distribution tax	-	-
Transfer to retained earnings	-	-
Share based payments	-	-
Received during the year	-	-
Transfer to securities premium	-	-
Transfer from share based payment reserve	-	-
Utilized during the year	-	-
Balance as at Sept. 30, 2017	2.31000000	-



Note 5 : Property, plant and equipment

Fixed Assets	Freehold land	Leasehold land	Buildings	Plant & machinery	Furniture & fixture	Vegetables	Leasehold improvements	Office equipment	Computer, server & network	Total	CWIP
Cost											
As at April 1, 2017	984.49	263.34	489.92	1,164.38	71.03	31.95	45.11	25.54	24.37	3,100.15	58.32
Adjustment due to Ind As -Opening Balance	-	-	0.03	81.77	0.34	3.41	0.28	0.07	1.45	87.35	-
As at April 1, 2017 (After Adj)	984.49	263.34	489.96	1,246.15	71.37	35.36	45.39	25.62	25.82	3,187.50	58.32
Additions	0.09	-	16.96	81.38	1.86	4.83	0.16	1.37	1.95	108.61	7.83
Adjustment due to merger (refer note 6 below)	21.11	-	-	-	0.05	0.00	-	0.04	0.01	21.21	23.40
Other adjustments (refer note 2 below)	-	-	-	-	-	-	-	-	-	-	-
Adjustment due to Revaluation	-	-	-	-	-	-	-	-	-	-	-
Transfer	75.57	-	-	-	-	-	-	-	-	75.57	-
Deductions	-	-	-	5.95	0.43	2.62	0.08	0.10	0.04	9.22	30.52
Exchange difference	-	-	-	-	-	-	-	-	-	-	-
As at Sept 30, 2017	1,081.27	263.34	506.92	1,321.58	72.85	37.58	45.47	26.93	27.75	3,383.68	59.03
Depreciation and Impairment											
As at April 1, 2017	-	-	40.76	133.28	12.25	3.27	14.04	9.02	9.68	222.25	-
Adjustment due to Ind As -Opening Balance	-	-	0.03	81.77	0.34	3.41	0.28	0.07	1.45	87.35	-
As at April 1, 2017 (After Adj)	-	-	40.79	215.05	12.59	6.63	14.31	9.10	11.13	309.60	-
Depreciation for the year	-	-	11.16	60.87	4.01	2.41	3.91	2.62	3.13	88.10	-
Adjustment due to merger (refer note 6 below)	-	-	-	-	0.03	0.00	-	0.02	0.01	0.06	-
Impairment for the year	-	-	-	-	-	-	-	-	-	-	-
Other adjustments (refer note 2 below)	-	-	-	-	-	-	-	-	-	-	-
Adjustment due to Revaluation	-	-	-	-	-	-	-	-	-	-	-
Transfer	-	-	-	-	-	-	-	-	-	-	-
Deductions	-	-	-	0.96	0.68	0.78	0.00	0.02	0.01	1.85	-
Exchange difference	-	-	-	-	-	-	-	-	-	-	-
As at Sept 30, 2017	-	-	51.95	274.95	16.56	8.26	18.22	11.71	14.26	395.91	-
Net Book											
As at Sept 30, 2017	1,081.27	263.34	454.97	1,046.63	56.79	29.32	27.24	15.22	13.48	2,987.76	59.03
As at April 1, 2017	984.49	263.34	449.17	1,031.10	58.28	28.74	31.08	16.52	14.69	2,877.90	58.32

Notes :

Freehold Land includes some lands which are pending for registration in favour of the Company. Buildings includes Rs. 7889160 (Previous year Rs. 7889160) in respect of ownership flats in Co-Operative Housing Society and (Rs. 50073) (Previous year Rs 50073) in respect of shares held in Co-Operative Housing Society. During the year Depreciation of Rs. 487500 has been capitalised (Previous Year Rs. 5479993) Details of Borrowing Cost and Exchange Differences Capitalised:

Particulars	Other Adjustments	
	For the year	Transfer from Capital Work in Progress
Borrowing Cost	-	-
Exchange Differences	-	-
Total	-	-



Arvind Limited

Notes to the Financial Statements

Note 6 : Investment Properties

Investment property	Freehold Land	Land Leasehold	Building	Total
Gross Block				
As at April 1, 2017	75.57	21.44	21.90	118.92
Additions	-	-	-	-
Inter Transfers	-	-	-	-
Recoupment / Adjustment	-	-	-	-
Adj due to merger	-	-	1.66	1.66
Transfer	75.57	-	-	75.57
Deductios	-	-	-	-
As at Sept 30, 2017	-	21.44	23.56	45.01
Depreciation and Impairment				
As at April 1, 2017	-	-	1.18	1.18
Depreciation for the year	-	-	0.32	0.32
Inter Transfers	-	-	-	-
Impairment for the year	-	-	-	-
Recoupment / Adjustment	-	-	-	-
Adj due to merger	-	-	0.05	0.05
Transfer	-	-	-	-
Deductions	-	-	-	-
As at Sept 30, 2017	-	-	1.55	1.55
Net Block				
As at Sept 30, 2017	-	21.44	22.01	43.45
As at April 01, 2017	75.57	21.44	20.72	117.74
Information regarding income and expenditure of Investment property				
		Year ended June 30, 2017 In Rs.		Year ended March 31. In Rs.
Rental income derived from Investment properties		-		33,724,330
Direct operating expenses (including repairs and maintenance) generating rental income		-		-
Direct operating expenses (including repairs and maintenance) that did not generate rental income		-		-



Arvind Limited

Notes to the Financial Statements

Profit arising from investment properties before depreciation and Indirect expenses	-		33,724,330
Less : Depreciation	0		0
Profit arising from investment properties before Indirect expenses	-		33,724,330

As at March 31, 2017, March 31, 2016 and April 1, 2015, the fair values of the properties are based on valuations performed by an accredited independent valuer, who is a specialist in valuing these types of investment properties. A valuation model in accordance with that recommended by the International Valuation Standards Committee has been applied.

The Company has no restrictions on the realisability of its investment properties and no contractual obligations to purchase,

Fair value hierarchy disclosures for investment properties are in Note 37.

Fair value of the Investment properties are as under

Fair value	Land held for sale	Land Leasehold	Factory Building	Total
Balance as at April 1, 2017	-	-	-	-
Fair value difference for the year				
Purchases		-	-	-
Balance as at June 30, 2017	-	-	-	-

Particulars	Valuation techniques	Significant unobservable inputs	Range (weighted average)		
			June 30, 2017	March 31, 2017	Total
Leasehold land					
Building					



Arvind Limited
Notes to the Financial Statements

Note 7 : Intangible assets

Fixed Assets	Computer Software	Patent & Technical Know How	Website	Total	Intangible Assets under Development
Cost					
As at April 1, 2017	43.19	24.79	47.71	115.69	-
Adjustment due to Ind As -Opening Balance	1.40	-	-	1.40	-
As at April 1, 2017 (After Adj)	44.58	24.79	47.71	117.09	-
Additions	3.27	-	32.15	35.42	18.69
Adjustment due to merger (refer note 6 below)	0.01	-	-	0.01	-
Other adjustments (refer note 2 below)	-	-	-	-	-
Adjustment due to Revaluation	-	-	-	-	-
Deductions	-	-	-	-	-
Transfer	-	-	-	-	-
Exchange difference	-	-	-	-	-
As at Sept 30, 2017	47.87	24.79	79.86	152.51	18.69
Depreciation and Impairment					
As at April 1, 2017	20.06	5.34	9.92	35.33	-
Adjustment due to Ind As -Opening Balance	1.40	-	-	1.40	-
As at April 1, 2017 (After Adj)	21.46	5.34	9.92	36.72	-
Depreciation for the year	3.43	2.45	6.04	11.92	-
Adjustment due to merger (refer note 6 below)	0.01	-	-	0.01	-
Impairment for the year	-	-	-	-	-
Other adjustments (refer note 2 below)	-	-	0.05	0.05	-
Adjustment due to Revaluation	-	-	-	-	-
Deductions	0.00	-	-	0.00	-
Exchange difference	-	-	-	-	-
As at Sept 30, 2017	24.90	7.79	16.01	48.70	-
Net Block					
As at Sept 30, 2017	22.97	17.00	63.85	103.81	18.69
As at April 1, 2017	23.12	19.44	37.79	80.36	-



Safe

Arvind Limited
Notes to the Financial Statements

Note 8 : Financial assets

8 (a) Investments

Rs. in Crores

Particulars	Face Value per Share (in Rs. unless otherwise stated)	Rs. in Crores		
		30th Sept. 2017	As at June 30, 2017	As at March 31, 2017
Non-current investments				
Investment in equity shares of subsidiaries				
Unquoted				
Anup Engineering Limited 12,720,880 (31st March 2017 : 12,720,880 31st March 2016 : 315,912) shares (Delisted during FY 15-16)	1	6.56	6.56	6.56
Arvind Brands and Retail Limited* 84,261,390 (31st March 2017: 84,261,390, 31st March 2016: 80,220,890)shares	2		6.09	3.83
Asman Investments Limited NIL (31st March 2016: Nil, 1st April 2015: 440,500)shares	-	-	-	-
Syntel Telecom Limited 50,000 (31st March 2017: 50,000, 31st March 2016: 50,000)shares	10	0.05	0.05	0.05
Arvind Envisol Limited* (Formerly known as 'Arvind Accel Limited') 210,000 (31st March 2017: 50,000, 31st March 2016: 50,000)shares	10	8.20	8.20	8.20
Arvind Worldwide Inc.. Delaware (Shares without par value) 502 (31st March 2017: 502)shares		0.08	0.08	0.08
The Arvind Overseas(M) Limited		-		
Arvind Spinning Limited		-		
Arvind Worldwide(M) Inc.		-		
Arvind Enterprise FZC		0.04	0.04	
Arvind Textile Mills Limited 6,473,200 (31st March 2017): 6,473,200, 31st March 2016: 6,473,200)shares	10 Taka	9.27	9.27	9.27
Dholka Textile Park Private Limited 10,000 (31st March 2017: 10,000, 31st March 2016: 10,000)shares	10		0.01	
Arvind Garments Park Private Limited 10,000 (31st March 2017: 10,000, 31st March 2016: 10,000)shares	10		0.01	
Arvind Lifestyle Apparel Manufacturing PLC 82,883 (31st March 2017: 82,883, 31st March 2016: 82,883)shares	1,000 ETB	24.78	24.78	24.78
Arvind Foundation 10,000 (31st March 2017: 10,000, 31st March 2016: 10,000)	10	0.01	0.01	0.01
Arvind Internet Limited 718,600 (31st March 2017: 718,600)	10	33.48	33.48	33.48
Arvind Premium Retail Ltd 10,409 (31st March 2017: 10,409)	10	2.32	2.32	2.32
Arvind Ruf & Tuf Ltd 10,000 (31st March 2017: 10,000)	10	0.01	0.01	0.01
Arvind True Blue Ltd 10,000 (31st March 2017: 10,000)	10	0.01	0.01	0.01
Arvind Transformational Solution P L		0.01	0.01	
Arvind Fashions Limited 103,906,459 (31st March 2017: 97,522,000, 31st March 2016: NIL)	10	423.32	148.17	147.85
Investments in equity shares of joint ventures				
Arya Omnitalk Wireless Solutions Private Limited* 1,002,500 (31st March 2017: 1,000,000, 31st March 2016: 1,000,000)shares	10	1.25	1.20	1.10
Arya Omnitalk Radio Trunking Services Private Limited* 1,005,000 (31st March 2017: 1,005,000, 31st March 2016: 1,005,000)shares	10	6.05	6.05	6.03



Investments in equity shares of joint ventures subsidiaries				
Arvind Goodhill Suit Manufacturing Private Limited 494,700 (31st March 2017: 428,400, 31st March 2016: 428,400)shares	10	24.24	24.24	20.92
Arvind OG Nonwoven Private Limited 2,314,710 (31st March 2017: 2,314,710, 31st March 2016: 1,981,710)shares	10	23.05	23.05	23.05
Arvind PD Composites Private Limited 160,451 (31st March 2017: 145,304, 31st March 2016: 129,639)shares	10	15.04	15.03	13.52
Arvind Niloy Exports Private Limited 63,000 (31st March 2017: 63,000, 31st March 2016: 63,000)shares	100 Taka	0.46	0.46	0.46
Westech Advanced Materials Limited 2,828,363 (31st March 2017: 2,828,363, 31st March 2016: 2,828,363)shares	1 USD	18.13	18.13	18.13
ARUDRAMA DEVELOPMENTS PVT.LTD 50,000 (31st March 2017: 50,000)	10	2.05	2.05	2.05
Investment in equity shares of others				
Quoted				
Atul Limited NIL (31st March 2017: NIL, 31st March 2016: 648,641)shares	-	-	-	-
Amol Decalite Limited** NIL (31st March 2017: 16,500, 31st March 2016: 16,500)shares	10	-	-	0.06
Unquoted				
Amazon Textile Private Limited** 118,000 (31st March 2017: 118,000)shares	10	2.05	2.05	2.05
Ahmedabad Cotton Merchants' Co-operative Shops and Warehouses Society Limited** 140 (31st March 2017: 140, 31st March 2016: 140)shares	250	₹s. 35,000/-	₹s. 35,000/-	₹s. 35,000/-
Gujarat Cloth Dealers Co-operative Shops and Warehouses Society Limited** 10 (31st March 2017: 10, 31st March 2016: 10)shares	100	₹s. 1,000/-	₹s. 1,000/-	₹s. 1,000/-
Total equity Investments		600.46	331.36	323.82
Investment in LLP's				
Arvind and Smart Value Homes LLP		63.85	63.85	63.85
637 DEVELOPERS		0.17	0.17	0.17
Ahmedabad East Infrastructure LLP		(Rs. 7,000/-)	(Rs. 7,000/-)	(Rs. 7,000/-)
Maruti & Omet Infrabuild LLP		26.38	25.37	25.35
Total Investments in LLP		90.40	89.39	89.37
Investment in government securities				
National Saving Certificates (Lodged with Sales Tax and Government Authorities)		(Rs. 23,000/-)	₹s. 23,000/-	₹s. 23,000/-
Total Investments in government securities		-	-	-
Investments in Preference Shares				
Arvind Premium Retail Ltd (31st March 2017: 60,000) preference shares		3.87	3.78	3.69
Arvind True Blue Ltd 8,000,000 (31st March 2017: 8,000,000) preference shares	10	8.00	8.00	8.00
Total Investments in government securities		11.87	11.78	11.69
Investments in Debentures of joint ventures				
Arya Omnitalk Radio Trunking Services Private Limited 9.00% Optionaly Convertible debentures 2,500 (31st March 2017: NIL)	10	0.02	-	-
Investment in debentures				
Centerac eMarket Places Private Limited 0.00001% Fully & Compulsorily Convertible debentures 81,050 (31st March 2017: 81,050, 31st March 2016: 40,525) FCCD	10	10.00	10.00	10.00
Total Investments in debentures		10.02	10.00	10.00
Share application money		115.80	99.74	88.08
Total Investments		828.55	542.27	522.96
Check			542.27	522.96
Total non-current investments		828.55	542.27	522.96
Total current investments				



Aggregate amount of quoted investments and market value thereof	-	-	0.06
Aggregate amount of unquoted investments	828.55	542.27	522.90

* Increase in the cost of investment during the period includes recognition of notional commission on fair valuation of financial guarantee provided for loan taken by direct & indirect subsidiaries and joint ventures. The same is detailed below :

Subsidiaries / Joint ventures	Nature of transaction
Arvind Brands and Retail Limited (ABRL)	Financial guarantee given to Subsidiary of ABRL
Arya Omnitalk Wireless Solutions Private Limited	Financial guarantee given
Arya Omnitalk Radio Trunking Services Private Limited	Financial guarantee given
Arvind Envisol Limited	Financial guarantee given

** The management has assessed that carrying value of the investments approximate to their fair value.

8 (b) Trade receivables Rs. in Crores

Particulars	Rs. in Crores		
	30th Sept. 2017	As at June 30, 2017	As at March 31, 2017
Current			
Unsecured, considered good	599.96	525.74	490.03
Doubtful	3.06	4.03	4.03
Less : Allowance for doubtful debts	-3.06	-4.03	(4.03)
Total Trade and other receivables	599.96	525.74	490.03

Transferred receivables

The carrying amount of the trade receivables include receivables which are subject to a factoring arrangement. Under this arrangement, the Company has transferred the relevant receivables to the factor in exchange for cash and is prevented from selling or pledging the receivables. However, the Company has retained late payment and credit risk. The Company therefore continues to recognise Rs. Nil (March 31, 2016 : Rs.34.18 crores and April 1, 2015 : Rs.22.93 crores) of the transferred assets in their entirety in its balance sheet. The amount repayable under the factoring agreement is presented as secured borrowing.

Allowance for doubtful debts

Company has provided allowance for doubtful debts based on the lifetime expected credit loss model using provision matrix.

Movement in allowance for doubtful debt :

Particulars	Rs. in Crores	
	As at June 30, 2017	As at March 31, 2017
Balance at the beginning of the year	4.03	0.95
Add : Allowance for the year	0.00	4.37
Less : Write off of bad debts (net of recovery)	0.00	(1.29)
Balance at the end of the year	4.03	4.03

8 (c) Loans Rs. in Crores

Particulars	Rs. in Crores		
	30th Sept. 2017	As at June 30, 2017	As at March 31, 2017
Unsecured considered good			
Non-current			
Loans to employees	1.52	2.52	2.45
	1.52	2.52	2.45
Current			
Loans to related parties	286.29	261.66	233.47
Loans to employees	1.38	0.62	0.86
Loan to others	133.71	148.96	125.70
	421.38	411.24	360.03



Doubtful

Loans to related parties	5.23	5.23	5.23
Less : Allowance for doubtful loan	(5.23)	(5.23)	(5.23)
	-	-	-

Total Loans	422.90	413.76	362.48
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Allowance for doubtful loans

Company has provided allowance for doubtful loans based on the 12 months expected credit loss model.

For terms & condition of loans to related party, refer Note 35.

8 (d) Cash and cash equivalent

Particulars	30th Sept. 2017	As at June 30, 2017	As at March 31, 2017
Balance with Banks			
In Current accounts and debit balance in cash credit accounts	10.53	2.76	3.74
In Exchange Earners Foreign Currency account	0.00	0.04	0.09
In Savings account	(Rs. 45,808/-)	(Rs. 45,808/-)	(Rs. 45,808/-)
)))
Cheques on hand	0.00	0.00	-
Cash on hand	1.11	1.03	0.61
Total cash and cash equivalents	11.65	3.84	4.44

8 (e) Other bank balance

Particulars	30th Sept. 2017	As at June 30, 2017	As at March 31, 2017
Unpaid dividend accounts	3.02	2.45	2.45
Deposits with original maturity of more than three months but less than 12 months	-	-	-
Deposits with original maturity more than 12 months	-	-	-
Deposits held as Margin Money*	4.13	4.06	5.97
Deposit lodged with Court	0.55	0.55	0.55
Total other bank balances	7.69	7.06	8.97
Total cash and bank balance	19.34	10.90	13.41

* Under lien with bank as Security for Guarantee Facility

8 (f) Other financial assets

Particulars	30th Sept. 2017	As at June 30, 2017	As at March 31, 2017
Unsecured, considered good			
Non-current			
Security deposits			
To Related Parties	-	-	-
To Others	37.53	36.27	42.37
Bank deposits with maturity of more than 12 months	0.04	0.06	0.01
	37.57	36.33	42.38
Current			
Security deposits	2.71	3.62	3.76
Income receivable	5.34	33.02	34.02
Accrued Interest	14.77	7.47	0.14
Foreign exchange forward contracts (Cash flow hedge)	3.53	19.87	48.92
Receivable other than trade	64.92	69.92	74.97
	91.26	133.90	161.81
Total financial assets	128.83	170.23	204.19
Non-current	37.57	36.33	42.38
Current	91.26	133.90	161.81



Note 9 : Other current / non-current assets

Particulars	30th Sept. 2017	As at June 30, 2017	As at March 31, 2017
Unsecured, considered good			
Non-current			
Capital advances	70.84	65.98	67.30
Pre-paid expense	0.38	1.07	0.44
Other Advances			
Advances to suppliers			
Doubtful	0.20	0.29	0.29
Less : Provision for doubtful advances	(0.20)	(0.29)	(0.29)
	-	-	-
	71.22	67.05	67.74
Current			
Advance to suppliers			
To Related Parties	21.99	21.33	28.92
To Others	86.55	85.93	93.19
Balance with collectorate of central excise and customs	11.64	0.07	0.13
Sales tax / VAT / service tax receivable (net)	6.20	28.21	28.98
Export incentive receivable	94.47	92.40	74.20
Interest Subsidy Receivable	23.27		
Prepaid expenses	12.22	11.48	22.64
Other Current Asset	121.82	41.61	42.95
	378.16	281.02	291.01
Total	449.38	348.07	358.75
Advance to Directors or to firm / Private company where director is interested		-	-

Note 10 : Inventories (At lower of cost and net realisable value)

Particulars	30th Sept. 2017	As at June 30, 2017	As at March 31, 2017
Raw materials			
Raw materials and components	207.74	305.33	300.25
Raw materials in transit	2.86	0.68	0.50
Fuel	2.81	3.77	2.45
Material at site for project in progress	13.83	11.95	9.62
Work-in-progress	507.89	506.21	460.77
Finished goods	374.76	346.93	368.76
By- product	(0.00)	(0.00)	0.05
Stock-in-trade	56.58	70.05	74.73
Stock-in-trade in transit	1.33	-	0.33
Stores and spares	78.94	89.26	78.15
Waste	5.47	5.06	3.63
Total	1,252.21	1,339.24	1,299.24

Note 11 : Current Tax Assets (Net)

Particulars	30th Sept. 2017	As at June 30, 2017	As at March 31, 2017

Rs. in Crores



Tax Paid in Advance (Net of Provision)	96.63	87.29	98.43
Total	96.63	87.29	98.43

Note 12 : Assets classified as held for sale & liabilities directly associated with assets classified as held for sale

Assets	As at June 30	As at March 31
Assets classified as held for sale		
Building	-	-
Furniture & fixtures	-	-
Office equipment	-	-
Capital Work-in-Progress	-	-
Investment in Arvind Infrastructure Limited	-	-
Security deposits	-	-
Balance with bank in current account	-	-
Loan to others	-	-
Other receivables	-	-
	-	-
Liabilities directly associated with assets classified as held for sale		
Intercompany deposits from related parties	-	-
Intercompany deposits from others	-	-
Trade payable	-	-
Payable to employees	-	-
Statutory dues including Provident Fund and TDS	-	-
	-	-
Net asset held for sale	-	-

Above Assets and liability are of Real Estate Undertaking of Arvind Limited which has been classified as held for sale considering the following scheme arrangement.

Scheme of Arrangement

A Composite Scheme of Arrangement ("the Scheme") in the nature of Demerger and transfer of Real Estate Undertaking of Arvind Limited ("the Company") to Arvind Infrastructure Limited ("AIL") and Restructuring of Share Capital, under sections 391 to 394 read with sections 78, 100 and 103 of the Companies Act, 1956 has been sanctioned by the High Court of Gujarat at Ahmedabad on April 22, 2015. The Scheme has become effective from the appointed date 1st April 2015.

Pursuant to the Scheme, the Real Estate Undertaking stood demerged from the Company and transferred to and vested in AIL as a going concern with effect from the appointed date 1st April 2015. Upon the Scheme becoming effective:

From the appointed date, the assets and liabilities of the Real Estate Undertaking of the Company (Demerged Undertaking) have been transferred to AIL at their respective Book values.

AIL has credited its Share Capital Account with the aggregate face value of the equity shares issued 1 (One) fully paid Equity Shares of Rs. 10/- each of AIL for every 10 (Ten) fully paid up Equity Shares of Rs. 10/- each held by the shareholders of the Company.

The existing shares of AIL held by the Company and its nominees shall stand cancelled and the amount of such investment in the books of the Company shall be written off against the Securities Premium Account.

The amount of difference in the net value of assets transferred pursuant to the Scheme and the amount of consideration as issued, netted by existing share capital cancelled shall be adjusted against the Securities Premium Account.

Pursuant to the Scheme, Demerged Undertaking has been demerged from the Company with effect from 1st April 2015, (the appointed date):

As on appointed date, all the assets and the liabilities have been transferred to AIL at their respective book values.

As consideration, AIL has subsequently issued and allotted Equity Shares of Rs. 10/- each fully paid up in the ratio of 1 (One) Equity Share of Rs. 10/- each for every 10 (Ten) Equity Shares of Rs. 10/- each of the Company, to the shareholders of the Company.

The amount of investment in AIL in the books of the Company of Rs. 100.05 Crores has been adjusted against the Securities Premium Account.

The difference between the value of assets and liabilities transferred of Rs. 0.08 Crores has been adjusted against the Securities Premium Account.



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Arvind Limited

Notes to the Financial Statements

Note 13 : Equity share capital

Particulars	As at Sept. 30, 2017		As at June 30, 2017		As at March 31, 2017		As at March 31, 2016		As at April 1, 2015	
	No. of shares	Rs. in Crores	No. of shares	Rs. in Crores	No. of shares	Rs. in Crores	No. of shares	Rs. in Crores	No. of shares	Rs. in Crores
Authorised share capital										
Equity shares of Rs.10/- each	565,000,000	565.00	565,000,000	565.00	565,000,000	565.00	565,000,000	565.00	565,000,000	565.00
Preference shares of Rs.10/- each	10,000,000	100.00	10,000,000	100.00	10,000,000	100.00	10,000,000	100.00	10,000,000	100.00
Issued and subscribed share capital										
Equity shares of Rs.10/- each	258,517,969	258.52	258,517,969	258.52	258,359,969	258.36	258,243,969	258.24	258,243,969	258.24
Subscribed and fully paid up										
Equity shares of Rs.10/- each	258,517,069	258.52	258,517,069	258.52	258,359,069	258.36	258,243,069	258.24	258,243,069	258.24
Forfeited shares										
900 shares (previous year 900)	900	(Rs. 4,500/-)	900	(Rs. 4,500/-)	900	(Rs. 4,500/-)	900	(Rs. 4,500/-)	900	(Rs. 4,500/-)
Total	258,517,969	258.52	258,517,969	258.52	258,359,969	258.36	258,243,969	258.24	258,243,969	258.24

13.1. Reconciliation of shares outstanding at the beginning and at the end of the Reporting year

Particulars	As at Sept. 30, 2017		As at June 30, 2017		As at March 31, 2017		As at March 31, 2016		As at April 1, 2015	
	No. of shares	Rs. in Crores	No. of shares	Rs. in Crores	No. of shares	Rs. in Crores	No. of shares	Rs. in Crores	No. of shares	Rs. in Crores
At the beginning of the year	258,359,069	258.36	258,359,069	258.36	258,243,069	258.24	258,243,069	258.24	258,176,389	258.17
Add :										
Shares allotted pursuant to exercise of Employee Stock Option Plan	158,000	0.16	158,000	0.16	116,000	0.12	-	-	66,680	0.07
Outstanding at the end of the year	258,517,069	258.52	258,517,069	258.52	258,359,069	258.36	258,243,069	258.24	258,243,069	258.24

13.2. Terms/Rights attached to the equity shares

The Company has one class of shares referred to as equity shares having a par value of Rs.10 each. Each shareholder is entitled to one vote per share held. The dividend proposed by the Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting. In the event of liquidation, the equity shareholders are eligible to receive the remaining assets of the Company after distribution of all preferential amounts, in proportion to their shareholding.

13.3. Number of Shares held by each shareholder holding more than 5% Shares in the company

Name of the Shareholder	As at March 31, 2017		As at March 31, 2016		As at April 1, 2015	
	No. of shares	% of shareholding	No. of shares	% of shareholding	No. of shares	% of shareholding
Aura Securities private limited	95,561,810	36.99	97,362,310	37.70	95,325,590	36.91
Life Insurance corporation of India	-	-	-	-	15,591,817	6.04

Arvind Limited

Notes to the Financial Statements

13.4. Shares allotted as fully paid up pursuant to contract without payment being received in cash (during 5 years immediately preceding March 31, 2017)

3,410,528 Equity Shares of Rs. 10/- each were issued during the year 2012-2013 to the erstwhile shareholders of Arvind Products Limited pursuant to the Scheme of Amalgamation without payment being received in cash

13.5. Shares reserved for Issue under options

Refer Note 3.7 for details of shares to be issued under options

13.6 Objective, policy and procedure of capital management, refer Note 4.5



Arvind Limited

Notes to the Financial Statements

Note 14 : Other Equity

Balance	Rs. in Crores		
	As at Sept 30, 2017	As at June 30, 2017	As at March 31, 2017
Share Application Money Pending Allotment	1.00	-	2.17
	1.00	-	2.17
Note 14.1 Reserves & Surplus			
Capital reserve			
Balance as per last financial statements	26.71	26.71	26.71
Balance at the end of the year	26.71	26.71	26.71
	26.71		
General reserve			
Balance as per last financial statements	35.65	35.65	35.65
Balance at the end of the year	35.65	35.65	35.65
	35.65		
Securities premium account			
Balance as per last financial statements	556.73	556.73	554.84
Received during the year	3.01	3.01	2.21
Transfer from share based payment reserve	1.92	1.92	1.41
Utilized during the year (Note 12)	-	-	(1.73)
Balance at the end of the year	561.66	561.66	556.73
	561.66		
Capital redemption reserve			
Balance as per last financial statements	69.50	69.50	69.50
Balance at the end of the year	69.50	69.50	69.50
	69.50		
Amalgamation Reserve			
Balance as per last financial statements	34.20	34.20	-
Addition during the year			34.20
Balance at the end of the year	34.20	34.20	34.20
	34.20		
Debenture Redemption Reserve			
Balance as per last financial statements	-	-	-
Transfer from profit and loss	50.00		-
Balance at the end of the year	50.00	-	-
	50.00		
Foreign currency monetary item translation reserve (Note 39)			
Balance as per last financial statements	-	-	-
Adjustment during the year	-	-	-
Balance at the end of the year	-	-	-



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Arvind Limited

Notes to the Financial Statements

Share based payment reserve (Refer Note 37)

Balance as per last financial statements	9.95	9.95	4.79
Addition during the year	3.26	1.90	6.57
Transfer to Securities Premium Account	(1.92)	(1.92)	(1.41)
Balance at the end of the year	11.29	9.94	9.95
	11.29		

Surplus in statement of profit and loss

Balance as per last financial statements	1,992.73	1,992.73	1,937.23
Profit for the year	121.72	79.61	24.78
Transfer from OCI	-	-	104.55
Transfer to Debenture Redemption Reserve	-50.00		
Transfr to DTL			
Transfer to Amalgamation Reserve	-		
OCI for the year	0.39	0.20	0.78
	2,064.85	2,072.54	2,067.33

Less: Appropriation

Dividend on equity shares for the year	(62.04)	-	(61.98)
Dividend distribution tax on dividend	(11.61)	-	(12.62)
Balance at the end of the year	1,991.19	2,072.54	1,992.73

Total reserves & surplus

1,991.19	2,072.54	1,992.73
2,780.20	2,810.19	2,725.48

Note 14.2 Other comprehensive income**Equity Instruments through OCI (net of tax)**

Balance as per last financial statements	-	-	57.11
Gain/(Loss) during the year	-	-	47.44
Transfer to Retained Earning	-	-	(104.55)
Balance at the end of the year	-	-	-

Cash Flow hedge reserve

Balance as per last financial statements	31.99	31.99	8.80
Add: gain / (loss) for the year	(45.39)	(29.05)	35.46
Less: Tax impact	15.71	10.05	(12.27)
Balance at the end of the year	2.31	12.99	31.99
	2.31		

Total Other comprehensive income

2.31	12.99	31.99
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Total Other equity

2,783.51	2,823.18	2,759.64
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Arvind Limited

Notes to the Financial Statements

Note 14.3 Dividend distribution made and proposed

Particulars	Rs. in Crores		
	As at Sept 30, 2017	As at June 30, 2017	As at March 31, 2017
Cash dividends on Equity shares declared and paid			
Final dividend for year ended March 31, 2016: Rs.2.40 per share (March 31, 2016: Rs.2.40 per share)	62.04	-	61.98
Dividend distribution tax on final dividend	11.61	-	12.62
	<u>73.66</u>	<u>-</u>	<u>74.60</u>

Particulars	Rs. in Crores		
	As at Sept 30, 2017	As at June 30, 2017	As at March 31, 2017
Proposed dividends on Equity shares			
Final dividend for year ended March 31, 2017: Rs.2.40 per share (March 31, 2016: Rs.2.40 per share and March 31, 2015: Rs.2.55 per share)	-	-	62.01
Dividend distribution tax on proposed dividend	-	-	12.62
	<u>-</u>	<u>-</u>	<u>74.63</u>

Proposed dividend on equity shares are subject to approval at the annual general meeting and are not

Note 15 : Financial liabilities**15 (a) Long-term Borrowings**

Particulars	Rs. in Crores		
	As at Sept 30, 2017	As at June 30, 2017	As at March 31, 2017
Long-term Borrowings (refer note (a) to (c) below)			
Non-current portion			
Secured			
Term loan from Banks	456.45	480.61	504.85
Term loan from Financial Institutions and others	35.44	43.93	47.69



Arvind Limited

Notes to the Financial Statements

Unsecured

From Financial Institutions	2.58	2.58	2.58
From Related parties	240.00	50.00	50.00
From Debentures	199.59		

	934.06	577.12	605.12
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Current maturities**Secured**

Term loan from Banks	95.92	93.11	90.33
Term loan from Financial Institutions and others	19.75	15.00	14.00

	115.67	108.11	104.33
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Total long-term borrowings

	1,049.73	685.24	709.45
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Short-term Borrowings (refer note (d) & (e) below)**Secured**

Working Capital Loans repayable on demand from Bank (including channel financing)	1,172.93	1,371.30	1,257.76
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Unsecured

Under Buyer's Credit Arrangement	158.78	138.84	132.71
Intercorporate Deposits			
From Related Parties	12.22	26.06	18.51
From Others	62.04	41.97	83.54
Commercial Papers	500.00	325.00	275.00

Total short-term borrowings

	1,905.97	1,903.18	1,767.52
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Total borrowings

	2,955.70	2,588.42	2,476.97
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Nature of security:**Term loan of Rs. 656.87 Crores**

Loans amounting to Rs. 639.56 Crores (March 31, 2016 Rs. 1499.36 Crores , April 01, 2015 Rs. 1407.86 crores) are secured by (a) first charge on all the Immovable Properties, Movable Properties, Intangible Properties and General Assets of the Company presently relating to the Textile Plants excluding Immovable properties of Asoka Spintex Textile Plant and Arvind International Textile Plant and all Immovable Properties, Movable Properties, Intangible Properties and General Assets acquired by the Company at any time after execution of and during the continuance of the Indenture of Mortgage; (b) additional charge by way of mortgage on Immovable Properties at villages Jethlaj, Karoli, Vadsar, Moti Bhoyan, Santej and Khatrej; (c) charge on the Company's Trademarks; (d) Secured by second charge on all the Company's Current Assets both present and future relating to the Textile Plants and (e) first charge on Movable Fixed Assets of Jeans and Shirts Garment divisions at Bangalore.

Loans of Rs. 17.31 Crores (March 31, 2016 Rs. 14.42 Crores , April 01, 2015 Rs. 8.15 Crores) are secured by hypothecation of related vehicles.



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Arvind Limited

Notes to the Financial Statements

Rate of Interest and Terms of Repayment

Particulars		Rs. in Crores
From Banks		
Rupee Loans		577.87
Hire Purchase Loan		17.31
From Financial Institutions and Others		
Rupee Loans		61.69
Unsecured Loans from Related Party		529.98

Nature of Security**Cash Credit and Other Facilities from Banks**

Secured by first charge on all the Company's Current Assets presently relating to the Textile Plants and all the Current Assets acquired by the Company at any time after the execution of and during the continuance of the Indenture of Mortgage. They are also secured by a second charge over all the Immovable Properties, Movable Properties, Intangible Properties and General Assets of the Company presently relating to the Textile Plants and all Immovable Properties, Movable Properties, Intangible Properties and General Assets acquired by the Company at any time after execution of and during the continuance of the Indenture of Mortgage. Some of the facilities are additionally secured by second charge on movable Plant and Machinery of the Jeans and Shirts Garment divisions at Bangalore.

Rate of Interest

- i. Working Capital Loans from banks carry interest rates ranging from 4.95% to 10.35% per annum.
- ii. Inter Corporate Deposit carries interest rate of 8% to 10.25% per annum.
- iii. Commercial Papers carry interest rates ranging from 6.44% to 6.50% per annum.
- iv. Buyer's credit arrangements carry interest rates ranging from 0.22% to 2.73% per annum.

15 (b) Trade payable

Particulars	Rs. in Crores		
	As at Sept 30	As at June 30	As at March 31
Current			
Acceptances	0.01	0.31	9.68
Other trade payable (Refer note below)	636.56	623.48	659.35
	636.56	623.79	669.03
Total	636.56	623.79	669.03



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Notes to the Financial Statements

The Company has not received any intimation from suppliers regarding their status under the Micro, Small and Medium Enterprise Development (MSMED) Act, 2006 and hence disclosures as required under Section 22 of The Micro, Small and Medium Enterprise Development (MSMED) Act, 2006 regarding:

- Principal amount and the interest due thereon remaining unpaid to any suppliers as at the end of accounting year;
- Interest paid during the year;
- Amount of payment made to the supplier beyond the appointed day during accounting year;
- Interest due and payable for the period of delay in making payment;
- Interest accrued and unpaid at the end of the accounting year; and
- Further interest remaining due and payable even in the succeeding years, until such date when the interest dues above are actually paid to the small enterprise. have not been given.

The Company is making efforts to get the confirmations from the suppliers as regard to their status under the said Act.

15 (c) Other financial liabilities

Rs. in Crores

Particulars	As at Sept 30, 2017	As at June 30, 2017	As at March 31, 2017
Non-current			
Financial guarantee contract	2.22	3.06	1.01
	2.22	3.06	1.01
Current			
Current maturity of long term borrowings	115.67	108.11	104.33
Interest accrued but not due	9.55	7.59	5.15
Payable to employees	90.07	94.32	88.61
Deposits from customers and others	8.61	8.84	10.99
Financial guarantee contract (Note a)	0.63	0.62	0.80
Mark to market of derivative financial instruments	-	-	-
Unpaid dividends (Note b)	3.02	2.45	2.45
Book overdraft	1.84	0.78	1.89
Current account with LLP	0.05	0.05	0.05
Other financial liabilities	4.86	0.23	0.24
	234.30	223.00	214.51
Total	236.52	226.06	215.52

Notes:

(a) Financial guarantee contract

The Company has given the financial guarantee to Banks on behalf of Subsidiaries / Joint Ventures and other Companies. Amount of fair value of the financial guarantee contract includes loss allowance of Rs. Nil (March 31, 2016 : Rs.8.40 Crores & April 1, 2015 : Rs.8.40 Crores) with respect to the guarantee given to Bank on behalf of the Subsidiaries / Joint Ventures and other Companies provided based on the assessment of credit risk involved.

(b) There are no amounts due for payment to the Investor Education and Protection Fund under Section 125 of the Companies Act, 2013 as on March 31, 2017 (March 31, 2016: Nil, April 1, 2015: Nil).



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Arvind Limited

Notes to the Financial Statements

15 (d) Financial liabilities by category

Particulars	FVTPL
March 31, 2017	
Borrowings	-
Trade payable	-
Current maturity of long term borrowings	-
Payable to employees	-
Deposits from customers and others	-
Financial guarantee	1.81
Interest accrued but not due	-
Unpaid dividends	-
Book overdraft	-
Current account with LLP	-
Other financial liabilities	-
Total Financial liabilities	1.81
March 31, 2016	
Borrowings	-
Trade payable	-
Current maturity of long term borrowings	-
Payable to employees	-
Deposits from customers and others	-
Financial guarantee	14.51
Interest accrued but not due	-
Unpaid dividends	-
Book overdraft	-
Current account with LLP	-
Other financial liabilities	-
Total Financial liabilities	14.51
April 1, 2015	
Borrowings	-
Trade payable	-
Current maturity of long term borrowings	-
Payable to employees	-
Deposits from customers and others	-
Financial guarantee	16.47
Interest accrued but not due	-
Loss on derivative contract	-
Unpaid dividends	-
Book overdraft	-
Current account with LLP	-
Other financial liabilities	-
Total Financial liabilities	16.47

For Financial instruments risk management objectives and policies, refer Note 44

Fair value disclosures for financial assets and liabilities are in Note 42 and fair value hierarchy disclosures are in Note 43.



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Arvind Limited

Notes to the Financial Statements

Note 16 : Provisions

Particulars	Rs. in Crores		
	As at Sept 30, 2017	As at June 30, 2017	As at March 31, 2017
Long-term			
Provision for employee benefits (refer Note 34)			
Provision for leave encashment	21.06	18.66	17.81
Provision for compensatory pension	1.87	1.91	1.94
Provision for Medical benefits	7.97	7.70	7.43
	30.90	28.27	27.18
Short-term			
Provision for employee benefits (refer Note 34)			
Provision for leave encashment	3.44	3.35	3.56
Provision for superannuation	1.09	0.55	2.17
Provision for compensatory pension	0.11	0.11	0.10
Provision for Medical benefits	0.45	0.45	0.45
Others			
Provision for Wealth tax	0.10	0.10	0.10
	5.19	4.56	6.38
Total	36.09	32.83	33.56

Note 17 : Government grant

Particulars	Rs. in Crores		
	As at Sept 30, 2017	As at June 30, 2017	As at March 31, 2017
Non-current			
Deferred income	33.49	32.19	30.78
	33.49	32.19	30.78
Current			
Deferred income	5.42	4.96	4.69
	5.42	4.96	4.69
Total	38.90	37.15	35.47

Government grants have been received for the purchase of certain items of property, plant and equipment and for workers training expenses. There are no unfulfilled conditions or contingencies attached to these grants as at March 31.



Arvind Limited

Notes to the Financial Statements

Government grant

Rs. in Crores

	As at Sept 30, 2017	As at June 30, 2017	As at March 31, 2017
As at April I	37.15	35.47	28.62
Received during the year	1.68	1.68	15.07
Released to statement of profit and loss	0	0	(8.22)
As at March 31	38.82	37.15	35.47

Note 18 : Other current liabilities

Rs. in Crores

Particulars	As at Sept 30, 2017	As at June 30, 2017	As at March 31, 2017
Current			
Advance from customers	31.41	35.89	29.94
Statutory dues including provident fund and tax deducted at source	37.27	32.54	26.51
Deferred income of loyalty program reward points (Refer note (a) below)	0.69	0.62	0.45
Income received in advance	-	1.33	
Other liabilities	1.87	2.36	2.12
	71.23	72.73	59.02
Total	71.23	72.73	59.02

(a) Deferred income of Loyalty Program Reward Points

The Company has deferred the revenue related to the customer loyalty program reward points. The movement in deferred revenue for those reward points are given below:

Rs. in Crores

Particulars	As at Sept 30, 2017	As at June 30, 2017	As at March 31, 2017
Balance as per last financial statements	0.45	0.45	0.83
Add : deferment during the year (Net)	0.16	0.16	(0.38)
Balance at the end of the year	0.62	0.62	0.45



Arvind Limited
Notes to the Financial Statements

Note 19 : Revenue from operations

Particulars	Rs. in Crores		
	30th Sept. 2017	30th June 2017	2016-17
Sale of products	2,877.94	1,482.95	5,614.24
Sale of services	5.99	3.68	16.50
Other Operating income			
Waste sale	53.48	27.58	90.07
Gain/(Loss) on forward contracts	54.52	39.70	12.91
Export incentives	108.88	56.88	198.28
Miscellaneous receipts	5.66	2.57	26.83
	222.54	126.74	328.09
Total	3,106.46	1,613.36	5,958.83

Note 20 : Other income

Particulars	Rs. in Crores		
	30th Sept. 2017	30th June 2017	2016-17
Interest income	17.05	8.54	51.43
Dividend income	5.40	0.20	2.76
Government grants*	7.17	2.99	8.22
Financial guarantee commission#	1.74	0.87	3.89
Rent	1.01	0.39	1.48
Profit on sale of fixed assets (Net)	1.46	1.19	2.86
Profit on sale of Investment (Net)	0.44	0.44	
Scrap income	6.29	3.22	12.05
Sundry credit balances appropriated	0.11	0.00	5.41
Provision no longer required	0.31	0.00	0.49
Miscellaneous income	1.78	1.22	10.82
Total	42.76	19.05	99.41

*Government grants have been received for the purchase of certain items of Property, Plant and Equipment and for workers' training expenses. There are no unfulfilled conditions or contingencies attached to these grants as at March 31, 2017.

The Company has given financial guarantee to Banks on behalf of the subsidiaries / Joint ventures. Fair value of the financial been accounted as liability and amortised over the period of loan as commission income to the extent it is excess over the loss a provided.



Arvind Limited

Notes to the Financial Statements

Note 21 : Cost of raw materials and components consumed

Particulars	Rs. in Crores		
	30th Sept. 2017	30th June 2017	2016-17
Stock at the beginning of the year	305.33	300.30	241.69
Add : Purchases	1,244.75	702.10	2,443.94
	1,550.08	1,002.40	2,685.63
Less : Inventory at the end of the year	207.74	305.33	300.30
Total	1,342.35	697.07	2,385.33

Note 22 : Purchases of stock-in-trade

Particulars	Rs. in Crores		
	30th Sept. 2017	30th June 2017	2016-17
Purchase of stock-in-trade	99.46	36.09	248.11
Total	99.46	36.09	248.11

Note 23 : Changes in inventories of finished goods, work-in-progress and stock-in-trade

Particulars	Rs. in Crores		
	30th Sept. 2017	30th June 2017	2016-17
Stock at the end of the year			
Finished goods	374.76	346.93	368.76
Stock-in-trade	56.58	70.05	74.73
Work-in-Progress	507.89	506.21	460.77
Project work-in-progress	13.83	11.95	9.62
Waste	5.47	5.06	3.63
	958.54	940.20	917.51
Stock at the beginning of the year			
Finished goods	368.76	368.76	288.26
Stock-in-trade	74.73	74.73	73.66
Work-in-Progress	460.77	460.77	444.38
Project work-in-progress	9.62	9.62	10.14
Waste	3.63	3.63	2.40
	917.51	917.51	818.84
(Increase) / Decrease in stocks	(41.02)	(22.68)	(98.67)
Adjustment due to Merger	-	-	-
Excise duty in value of Stock increase / (decrease)	(0.15)	-	0.04
Total	(41.1761)	(22.68)	(98.63)



Arvind Fashions Limited (CIN : U52399GJ2016PLC085595)
Balance Sheet as at Sep 30, 2017

Particulars	Notes	As at Sep 30, 2017 Rupees	As at Jun 30, 2017 Rupees	As at March 31, 2017 Rupees
ASSETS				
I. Non-current assets				
(a) Property, plant and equipment	5	73,262,045	54,253,651	48,064,276
(b) Capital work-in-progress	5	208,543	-	-
(c) Intangible assets	6	132,020,979	154,007,563	176,008,642
(d) Financial assets				
(i) Investments	7	11,229,300,688	8,483,904,731	8,482,511,516
(ii) Loans	7	1,453,918	1,422,804	1,607,980
(iii) Other financial assets	7	121,166,832	42,523,643	42,523,643
(e) Deferred tax assets (net)	25	16,152,302	70,262,647	21,212,341
(f) Other non-current assets	8	9,112,735	3,669,961	1,034,756
Total non-current assets		11,582,678,042	8,810,044,999	8,772,963,154
II. Current assets				
(a) Inventories	9	2,988,436,893	2,732,432,342	2,561,929,304
(b) Financial assets				
(i) Investments	7	13,640	13,640	8,655
(ii) Trade receivables	7	379,168,896	508,561,631	343,243,449
(iii) Cash and cash equivalents	7	5,920,556	4,759,261	1,059,338
(iv) Bank balance other than (iii) above	7	250,000	250,000	250,000
(v) Loans	7	12,188,709	11,956,964	1,712,077
(vi) Others financial assets	7	3,644,921	9,967	6,041
(c) Current tax assets (net)	10	1,418,716	713,947	432,024
(d) Other current assets	8	362,417,424	209,428,818	51,879,930
Total current assets		3,753,459,754	3,468,126,569	2,960,520,818
Total Assets		15,336,137,796	12,278,171,568	11,733,483,972



Arvind Fashions Limited (CIN : U52399GJ2016PLC085595)

Balance Sheet as at Sep 30, 2017

Particulars	Notes	As at Sep 30, 2017 Rupees	As at Jun 30, 2017 Rupees	As at March 31, 2017 Rupees
EQUITY AND LIABILITIES				
Equity				
Equity share capital	11	226,493,556	217,416,400	217,416,400
Other equity	12	11,727,906,116	8,457,326,226	8,552,765,640
Securities premium account	12	11,576,649,434	8,585,726,532	8,585,726,532
Retained earnings	12	136,653,688	(139,043,564)	(39,683,506)
OCI reserve	12	4,820	4,820	(165)
Share based payment reserve	12	14,598,174	10,638,438	6,722,779
Total equity		11,954,399,672	8,674,742,626	8,770,182,040
LIABILITIES				
I. Non-current liabilities				
(a) Financial liabilities				
(i) Borrowings	13	-	-	-
(ii) Trade payables	13	-	-	-
(i) Other financial liabilities	13	21,300,000	13,250,000	9,400,000
(b) Long-term provisions	14	32,282,031	32,282,031	32,282,031
(c) Deferred tax liabilities (net)	25	-	-	-
(d) Government grants	17	-	-	-
(e) Other non-current liabilities	20	-	-	-
Total non-current liabilities		53,582,031	45,532,031	41,682,031
II. Current liabilities				
(a) Financial liabilities				
(i) Borrowings	13	251,883,861	227,233,259	225,430,038
(ii) Trade payables	13	2,821,241,309	3,036,846,915	1,904,810,086
(iii) Other financial liabilities	13	36,933,005	171,470,289	185,070,773
(b) Other current liabilities	15	209,028,124	114,135,648	602,712,022
(c) Short-term provisions	14	9,069,793	8,210,800	3,596,982
(d) Government grants	17	-	-	-
(e) Current tax liabilities (net)		-	-	-
		3,328,156,092	3,557,896,912	2,921,619,901
(e) Liabilities directly associated with assets classified as held for sale	12	-	-	-
Total current liabilities		3,328,156,092	3,557,896,912	2,921,619,901
Total equity and liabilities		15,336,137,796	12,278,171,569	11,733,483,972
		-0.28	0.21	-

Place : Ahmedabad
Date : 08/11/2017



For, Arvind Fashions Limited

Jayesh K. Shah
Director
DIN : 00008349

Arvind Fashions Limited (CIN : U52399GJ2016PLC085595)

Statement of profit and loss for the year ended Sep 30, 2017

Particulars	Notes	Year ended Sep 30, 2017 Rupees	Year ended Jun 30, 2017 Rupees	Year ended March 31, 2017 Rupees
Income				
Revenue from operations				
Sale of Products	16	3,902,435,594	1,174,409,003	2,919,228,889
Sale of Services	16	27,414,012	11,894,667	2,112,300
Operating Income	16	6,955,641	2,174,666	5,530,402
Revenue from operations		3,936,805,247	1,188,478,336	2,926,871,591
Other income	17	16,597,794	8,575,571	5,729,689
Total income (I)		3,953,403,041	1,197,053,907	2,932,601,280
Expenses				
Cost of raw materials and accessories consumed	18	3,376,774	1,970,970	1,395,170
Purchases of stock-in-trade	19	2,937,857,929	999,679,992	4,473,357,278
Changes in inventories of finished goods, work-in-progress and stock-in-trade	20	-420,139,157	(169,812,554)	(2,538,064,805)
Employee benefits expense	21	253,099,751	125,996,045	254,219,649
Finance costs	22	48,382,496	27,147,495	47,620,067
Depreciation and amortisation expense	23	52,495,998	26,113,885	39,749,061
Other expenses	24	812,062,382	332,403,333	710,413,484
Total expenses (II)		3,687,136,173	1,343,499,165	2,988,689,904
Profit before exceptional items and tax (III)=(I-II)		266,266,868	(146,445,259)	(56,088,624)
Exceptional items (IV)	28	-	-	-
Profit before tax (V) = (III-IV)		266,266,868	(146,445,259)	(56,088,624)
Tax expense				
Current tax	25	80,917,830	-	-
Deferred tax	25	-5,060,039	49,050,306	20,693,915
Total tax expense (VI)		85,977,869	(49,050,306)	(20,693,915)
Profit for the period (VII) = (V-VI)		180,288,999	(97,394,953)	(35,394,709)
Other comprehensive income				
Other comprehensive income not to be reclassified to profit or loss in subsequent periods:				
Re-measurement gains / (losses) on defined benefit plans	12			#
Income tax effect	25			518,426
		-	-	(979,568)
Net gain / (loss) on FVOCI equity instruments	12	4,985	4,985	87,670
Income tax effect	25	-	-	-
		4,985	4,985	87,670
Net other comprehensive income not to be reclassified to profit or loss in subsequent periods (A)		4,985	4,985	(891,898)
Total other comprehensive income for the period, net of tax (VIII)		4,985	4,985	(891,898)
Total comprehensive income for the period, net of tax (VII+VIII)		180,293,984	(97,389,968)	(36,286,607)

Place : Ahmedabad
Date : 08/11/2017

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For, Arvind Fashions Limited

Jayesh K. Shah
Director
DIN : 00008349

Arvind Fashions Limited
Notes to the Financial Statements

Note 5 : Property, plant and equipment

Fixed Assets	Plant & machinery	Furniture & fixture	Vehicles	Leasehold improvements	Office equipment	Computer, server & network	Total	CWIP
Cost								
Additions	122,037	28,554,314	-	22,316,599	-	151,920	51,144,870	-
As at March 31, 2017	122,037	28,554,314	-	22,316,599	-	151,920	51,144,870	-
Additions	101,984	14,504,230	-	17,214,357	189,399	1,680,382	33,690,352	208,543
Deductions	-	-	-	-	-	-	-	-
As at Sep 30, 2017	224,021	43,058,544	-	39,530,956	189,399	1,832,302	84,835,222	208,543
Depreciation for the year	10,970	1,605,684	-	1,463,281	-	659	3,080,594	-
Deductions	-	-	-	-	-	-	-	-
As at March 31, 2017	10,970	1,605,684	-	1,463,281	-	659	3,080,594	-
Depreciation for the year	56,205	5,665,975	-	2,698,436	3,771	68,197	8,492,583	-
Deductions	-	-	-	-	-	-	-	-
As at Sep 30, 2017	67,175	7,271,659	-	4,161,717	3,771	68,856	11,573,177	-
Net Block								
As at Sep 30, 2017	156,846	35,786,885	-	35,369,239	185,628	1,763,446	73,262,045	208,543
As at March 31, 2017	111,067	26,948,630	-	20,853,318	-	151,261	48,064,276	-
As at March 31, 2016	-	-	-	-	-	-	-	-
As at April 1, 2015	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-



Arvind Fashions Limited
Notes to the Financial Statements

Note 6 : Intangible assets

Intangible assets	Computer Software	Brand Value & License Brands	Total
Cost			
Additions		212,677,109	212,677,109
As at April 1, 2017	-	212,677,109	212,677,109
Additions	15,752		15,752
Deductions			-
As at Sep 30, 2017	15,752	212,677,109	212,692,861
Amortisation and Impairment			
Amortisation for the Year		36,668,467	36,668,467
As at April 1, 2017	-	36,668,467	36,668,467
Amortisation for the Year	1,257	44,002,158	44,003,415
Deductions			-
As at Sep 30, 2017	1,257	80,670,625	80,671,882
Net Block			
	14,495	132,006,484	132,020,979
As at April 1, 2017	-	176,008,642	176,008,642
As at March 31, 2016	-	-	-
	-	-	-



Arvind Fashions Limited
Notes to the Financial Statements

Note 7 : Financial assets

7 (a) Investments

	As at Sep 30, 2017 In Rs.	As at Jun 30, 2017 In Rs.	As at March 31, 2017 In Rs.
Non-current investment			
Arvind Beauty Brands Retail Private Limited (30th Sep 2017 : 7,689,488; 31st March 2017: 6,464,999) Face Value Rs 10.	1,025,303,963	905,200,790	905,099,860
Arvind Lifestyle Brand Ltd * (30th Sep 2017: 81,278,723, 31st March 2017: 54,397,003) Face Value Rs 10.	9,227,524,175	6,726,232,041	6,724,939,756
Investments in equity shares of joint ventures			
Unquoted			
Calvin Klein Arvind Fashion Private Limited (31st March 2017: 457,671, 31st March 2016: NIL) Face Value Rs 10.	213,762,210	164,761,560	164,761,560
Tommy Hilfiger Arvind Fashion Pvt Ltd (31st March 2017: 11,461,839, 31st March 2016: NIL) Face Value Rs 10.	762,710,340	687,710,340	687,710,340
Investment in equity shares of others			
Quoted			
Atul Limited Sold during the year (31st March 2016: 100) Face Value Rs 10.	-	-	-
Arvind Limited Sold during the year (31st March 2016: 100) Face Value Rs 10.	-	-	-
Arvind Infrastructure Ltd (31st March 2017: 100, 31st March 2016: 100) Face Value Rs 10.	13,640	13,640	8,655
Total equity Investments	11,229,314,328	8,483,918,371	8,482,520,171
Total Investments	11,229,314,328	8,483,918,371	8,482,520,171
Check			
Total non-current investments	11,229,300,688	8,483,904,731	8,482,511,516
Total current investments	13,640	13,640	8,655



Arvind Fashions Limited
Notes to the Financial Statements

7 (b) Trade receivables

Particulars	As at Sep 30, 2017	As at Jun 30, 2017	As at March 31, 2017
	In Rs.	In Rs.	In Rs.
Current			
Unsecured, considered good	379,168,896	508,561,631	343,243,449
Total Trade and other receivables	379,168,896	508,561,631	343,243,449

7 (c) Loans

Particulars	As at Sep 30, 2017	As at Jun 30, 2017	As at March 31, 2017
	In Rs.	In Rs.	In Rs.
Non-current			
Loans to employees (Long term)	1,453,918	1,422,804	1,607,980
	1,453,918	1,422,804	1,607,980
Current			
Unsecured considered good			
Loans to employees (Short term)	12,188,709	11,956,964	1,712,077
	12,188,709	11,956,964	1,712,077
Total Loans	13,642,627	13,379,768	3,320,057
Non-current			-
Current			-

7 (d) Cash and cash equivalent

Particulars	As at Sep 30, 2017	As at Jun 30, 2017	As at March 31, 2017
	In Rs.	In Rs.	In Rs.
Balance with Bank			
Current accounts and debit balance in cash credit accounts	5,492,946	4,331,651	631,728
Cash on hand	427,610	427,610	427,610
Total cash and cash equivalents	5,920,556	4,759,261	1,059,338

7 (e) Other bank balance

Particulars	As at Sep 30, 2017	As at Jun 30, 2017	As at March 31, 2017
	In Rs.	In Rs.	In Rs.
Held as Margin Money*	250,000	250,000	250,000
Total other bank balances	250,000	250,000	250,000

Arvind Fashions Limited
Notes to the Financial Statements

Total cash and bank balances	6,170,556	5,009,261	1,309,338
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* Under lien with bank as Security for Guarantee Facility



Arvind Fashions Limited
Notes to the Financial Statements

7 (f) Other financial assets

Particulars	As at Sep 30, 2017	As at Jun 30, 2017	As at March 31, 2017
	In Rs.	In Rs.	In Rs.
Non-current			
Security deposits	121,166,832	42,523,643	42,523,643
	121,166,832	42,523,643	42,523,643
Current			
Income receivable	3,630,984	-	-
Accrued Interest	13,937	9,967	6,041
	3,644,921	9,967	6,041
Total financial assets	124,811,753	42,533,610	42,529,684
Non-current	121,166,832	42,523,643	42,523,643
Current	3,644,921	9,967	6,041

Note 8 : Other current / non-current assets

Particulars	As at Sep 30, 2017	As at Jun 30, 2017	As at March 31, 2017
	In Rs.	In Rs.	In Rs.
Non-current			
Capital advances	9,112,735	3,669,961	1,034,756
	9,112,735	3,669,961	1,034,756
Current			
Advance to suppliers	138,024,953	157,945,794	32,677,562
Sales tax / VAT / service tax receivable (net)	205,388,745	34,333,661	1,663,617
Export incentive receivable	5,540,016	2,072,164	2,753,217
Prepaid expenses	13,463,710	15,077,199	14,785,534
	362,417,424	209,428,818	51,879,930
Total	371,530,158	213,098,779	52,914,686

Note 9 : Inventories (At lower of cost and net realisable value)

Particulars	As at Sep 30, 2017	As at Jun 30, 2017	As at March 31, 2017
	In Rs.	In Rs.	In Rs.
Raw materials			
Raw materials and components	18,696,783	20,108,744	13,751,984
Raw materials in transit	315,699	295,622	218,905
Stock-in-trade	2,958,203,962	2,707,877,359	2,538,064,805
Stock-in-trade in transit	10,487,683	3,417,204	9,417,671
Packing materials	732,766	733,413	475,939
Total	2,988,436,893	2,732,432,342	2,561,929,304

Arvind Fashions Limited
Notes to the Financial Statements

Stock-in-trade in transit	10,487,683	3,417,204	9,417,671
Packing materials	732,766	733,413	475,939
Total	2,988,436,893	2,732,432,342	2,561,929,304



Arvind Fashions Limited
Notes to the Financial Statements

Note 10 : Current Tax Assets (Net)

Particulars	As at Sep 30, 2017	As at Jun 30, 2017	As at March 31, 2017
	In Rs.	In Rs.	In Rs.
Tax Paid in Advance (Net of Provision)	1,418,716	713,947	432,024
Total	1,418,716	713,947	432,024



Arvind Fashions Limited
Notes to the Financial Statements

Note 11 : Equity share capital

Particulars	As at Sep 30, 2017		As at Jun 31, 2017		As at March 31, 2017	
	No. of shares	In Rs.	No. of shares	In Rs.	No. of shares	In Rs.
Authorised share capital Equity shares of Rs.2 each	125,000,000	250,000,000	125,000,000	250,000,000	125,000,000	250,000,000
Issued and subscribed share capital Equity shares of Rs.2 each	113,246,778	226,493,556	108,708,200	217,416,400	108,708,200	217,416,400
Subscribed and fully paid up Equity shares of Rs.2 each	113,246,778	226,493,556	108,708,200	217,416,400	108,708,200	217,416,400
Total	113,246,778	226,493,556	108,708,200	217,416,400	108,708,200	217,416,400

11.1. Reconciliation of shares outstanding at the beginning and at the end of the Reporting period

Particulars	As at Sep 30, 2017		As at Jun 30, 2017		As at March 31, 2017	
	No. of shares	In Rs.	No. of shares	In Rs.	No. of shares	In Rs.
At the beginning of the period	108,708,200	217,416,400	108,708,200	217,416,400	50,000	100,000
Add:						
Shares issued during the year	4,538,578	9,077,156			108,658,200	217,316,400
Outstanding at the end of the period	113,246,778	226,493,556	108,708,200	217,416,400	108,708,200	217,416,400

11.2. Terms/Rights attached to the equity shares

The Company has one class of shares referred to as equity shares having a par value of Rs.2 each. Each shareholder is entitled to one vote per share held. The dividend proposed by the Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting. In the event of liquidation, the equity shareholders are eligible to receive the remaining assets of the Company after distribution of all preferential amounts, in proportion to their shareholding.



Arvind Fashions Limited
Notes to the Financial Statements
11.3. Shares Held by Holding Company

Particulars	As at Sep 30, 2017		As at Jun 30, 2017		As at March 31, 2017	
	No. of shares	In Rs.	No. of shares	In Rs.	No. of shares	In Rs.
Aura Securities Private Limited						
Arvind Limited - (along with nominees)	101,570,634	203,141,268	97,500,000	195,000,000	97,500,000	195,000,000

11.3. Number of Shares held by each shareholder holding more than 5% Shares in the company

Name of the Shareholder	As at Sep 30, 2017		As at Jun 30, 2017		As at March 31, 2017	
	No. of shares	% of shareholding	No. of shares	% of shareholding	No. of shares	% of shareholding
Holding Company - Aura Securities Private Limited (along with nominees)						
Holding Company - Arvind Limited (along with nominees)	101,570,634	93.43%	97,500,000	89.69%	97,500,000	89.69%

11.4. Subdivision of Shares

With effect from 26th September 2016 the nominal face value of equity shares of the Company was sub-divided from Rs. 10 per share to Rs 2 per share. Number of shares for the previous year have been adjusted to give effect of sub-division.

11.5. Shares reserved for issue under options

Refer Note 33 for details of shares to be issued under options

11.6 Objective, policy and procedure of capital management. refer Note 45



Arvind Fashions Limited
Notes to the Financial Statements

Note 12 : Other Equity

Balance	As at Sep 30, 2017	As at Jun 30, 2017	As at March 31, 2017
	In Rs.	In Rs.	In Rs.
Note 12.1 Reserves & Surplus			
Securities premium account			
Balance as per last financial statements	8,585,726,532	8,585,726,532	-
Add: addition during the year	2,990,922,902		8,585,726,532
Balance at the end of the year	<u>11,576,649,434</u>	<u>8,585,726,532</u>	<u>8,585,726,532</u>
Share based payment reserve (Refer Note 33)			
Balance as per last financial statements	6,722,779	6,722,779	-
Add: Adjustment during the year	7,875,395	3,915,659	6,722,779
Balance at the end of the year	<u>14,598,174</u>	<u>10,638,438</u>	<u>6,722,779</u>
Surplus in statement of profit and loss			
Balance as per last financial statements	(36,293,159)	(36,293,159)	(11,649)
Add: profit/ (Loss) for the year	180,288,999	(97,394,953)	(35,394,709)
Add: Realised Gains on Equity Inst valued at FVOCI			92,767
Add / (Less): OCI for the year			(979,568)
	<u>143,995,840</u>	<u>(133,688,112)</u>	<u>(36,293,159)</u>
Less: Appropriation			
Dividend to Holding Company for ESOP	7,342,152	5,355,452	3,390,347
Balance at the end of the year	<u>136,653,688</u>	<u>(139,043,564)</u>	<u>(39,683,506)</u>
Total reserves & surplus	<u>11,727,901,296</u>	<u>8,457,321,406</u>	<u>8,552,765,805</u>
	<u>0.73</u>		
Note 12.2 Other comprehensive income			
Equity Instruments through OCI (net of tax)			
Balance as per last financial statements	-165	-165	4,932
Add: gain during the year	4,985	4,985	87,670
Less : Transfer to Retained Earnings			(92,767)
Balance at the end of the year	<u>4,820</u>	<u>4,820</u>	<u>(165)</u>
Total Other comprehensive income	<u>4,820</u>	<u>4,820</u>	<u>(165)</u>
Total Other equity	<u>11,727,906,116</u>	<u>8,457,326,226</u>	<u>8,552,765,640</u>



Arvind Fashions Limited
Notes to the Financial Statements
Note 13 : Financial liabilities

13 (a) Long-term Borrowings

Particulars	As at Sep 30, 2017	As at Jun 30, 2017	As at March 31, 2017
	In Rs.	In Rs.	In Rs.
Long-term Borrowings	-	-	-
Short-term Borrowings (refer note (a) & (b) below)			
Secured			
Working Capital Loans repayable on demand from Banks (including channel financing)	1,384,433	77,010,387	12,724,816
Unsecured			
Under Buyer's Credit Arrangement	250,499,429	74,832,352	139,836,396
Intercorporate Deposits			
From Related Parties	-1	75,390,520	72,868,826
Total short-term borrowings	251,883,861	227,233,259	225,430,038
Total borrowings	251,883,861	227,233,259	225,430,038

13 (b) Trade payable

Particulars	As at Sep 30, 2017	As at Jun 30, 2017	As at March 31, 2017
	In Rs.	In Rs.	In Rs.
Current			
Acceptances	861,083,218	686,650,269	810,661,067
Dues to Micro, Small and Medium Enterprises	156,929,831	173,062,220	109,875,623
Other trade payable (Refer note below)	1,803,228,260	2,177,134,426	984,273,396
	2,821,241,309	3,036,846,915	1,904,810,086
Total	2,821,241,309	3,036,846,915	1,904,810,086

13 (c) Other financial liabilities

Particulars	As at Sep 30, 2017	As at Jun 30, 2017	As at March 31, 2017
	In Rs.	In Rs.	In Rs.
Non-current			
Security Deposit	21,300,000	13,250,000	9,400,000
	21,300,000	13,250,000	9,400,000



Arvind Fashions Limited

Notes to the Financial Statements

Current

Interest accrued but not due	10,091,905	6,521,056	12,319,897
Payable to employees	15,115,198	17,286,162	31,677,347
Payable for Business Transfer Agreement	-	132,508,026	132,508,026
Book overdraft	1,338,147	6,685,599	1,870,570
Payable in respect of capital goods	10,387,755	8,469,446	6,694,933
	36,933,005	171,470,289	185,070,773
Total	58,233,005	184,720,289	194,470,773

Note 14: Provisions

Particulars	As at Sep 30, 2017	As at Jun 30, 2017	As at March 31, 2017
	In Rs.	In Rs.	In Rs.
Long-term			
Provision for employee benefits (refer Note 30)			
Provision for leave encashment-Long term	15,997,626	15,997,626	15,997,626
Provision for Gratuity-Long term	16,284,405	16,284,405	16,284,405
	32,282,031	32,282,031	32,282,031
Short-term			
Provision for employee benefits (refer Note 30)			
Provision for leave encashment-Short term	3,646,279	4,993,027	2,518,995
Provision for Gratuity-Short term	5,423,514	3,217,773	1,077,987
	9,069,793	8,210,800	3,596,982
Total	41,351,824	40,492,831	35,879,013

Note 15 : Other current liabilities

Particulars	As at Sep 30, 2017	As at Jun 30, 2017	As at March 31, 2017
	In Rs.	In Rs.	In Rs.
Current			
Advance from customers	-1,286,826	3,049,261	508,079,170
Statutory dues including provident fund and tax deducted at source	123,722,413	61,758,046	83,115,115
Deferred income of loyalty program reward points (Refer note a be)	5,469,230	24,095,712	-
Other liabilities	81,123,307	25,232,629	11,517,737
	209,028,124	114,135,648	602,712,022
Total	209,028,124	114,135,648	602,712,022



Arvind Fashions Limited
Notes to the Financial Statements

Note 16 : Revenue from operations

Particulars	Sep 30, 2017 In Rs.	Jun 30, 2017 In Rs.	2016-17 In Rs.
Sale of products	3,902,435,594	1,174,409,003	2,919,228,889
Sale of services	27,414,012	11,894,667	2,112,300
Operating income			
Waste sale	78,014		-
Export incentives	6,877,627	2,174,666	5,530,402
	6,955,641	2,174,666	5,530,402
Total	3,936,805,247	1,188,478,336	2,926,871,591

Details of sale of goods and services

Sale of products (gross)

Particulars	Sep 30, 2017 In Rs.	Jun 30, 2017 In Rs.	ded March 31, 2017 In Rs.
Garments	3,902,435,594	1,174,409,003	2,917,813,934
Others	761,697.79	569,514	1,414,955
Total	3,902,435,594	1,174,409,003	2,917,813,934

Sale of services

Particulars	Sep 30, 2017 In Rs.	Jun 30, 2017 In Rs.	ded March 31, 2017 In Rs.
Royalty	24,931,466	10,286,483	
Commission Income	2,482,546	1,608,184	2,112,300
Total	27,414,012	11,894,667	2,112,300

Note 17 : Other income

Particulars	Sep 30, 2017 In Rs.	Jun 30, 2017 In Rs.	2016-17 In Rs.
Interest income	87,123	82,712	6,712
Exchange difference (net)	1,712,638	2,520,043	5,386,191
Miscellaneous income	14,798,033	5,972,815	336,786
Total	16,597,794	8,575,571	5,729,689



Arvind Fashions Limited

Notes to the Financial Statements

Note 18 : Cost of raw materials and components consumed

Particulars	Sep 30, 2017 In Rs.	Jun 30, 2017 In Rs.	2016-17 In Rs.
Stock at the beginning of the year	13,970,889	13,970,889	-
Add : Purchases	8,418,367	8,404,446	15,366,059
	22,389,256	22,375,335	15,366,059
Less : Inventory at the end of the year	19,012,482	20,404,366	13,970,889
Raw materials and components consumed	3,376,774	1,970,970	1,395,170
Total	3,376,774	1,970,970	1,395,170

Note 19 : Purchases of stock-in-trade

Particulars	Sep 30, 2017 In Rs.	Jun 30, 2017 In Rs.	2016-17 In Rs.
Garments	2,937,857,929	999,679,992	4,473,357,278
Total	2,937,857,929	999,679,992	4,473,357,278

Note 20 : Changes in inventories of finished goods, work-in-progress and stock-in-trade

Particulars	Sep 30, 2017 In Rs.	Jun 30, 2017 In Rs.	2016-17 In Rs.
Stock at the end of the year			
Stock-in-trade	2,958,203,962	2,707,877,359	2,538,064,805
	2,958,203,962	2,707,877,359	2,538,064,805
Stock at the beginning of the year			
Stock-in-trade	2,538,064,805	2,538,064,805	-
	2,538,064,805	2,538,064,805	-
(Increase) / Decrease in stocks	(420,139,157)	(169,812,554)	(2,538,064,805)
Total	(420,139,157)	(169,812,554)	(2,538,064,805)



Arvind Fashions Limited
Notes to the Financial Statements

Note 21 : Employee benefits expense

Particulars	Sep 30, 2017 In Rs.	Jun 30, 2017 In Rs.	2016-17 In Rs.
Salaries, wages, gratuity, bonus, commission, etc. (Refer Note 30)	226,515,349	113,530,991	237,684,594
Contribution to provident and other funds	18,089,359	8,894,788	10,276,663
Welfare and training expenses	7,359,975	3,012,927	5,543,716
Share based payment to employees (Refer Note 33)	1,135,068	557,339	714,676
Total	253,099,751	125,996,045	254,219,649

Note 22 : Finance costs

Particulars	Sep 30, 2017 In Rs.	Jun 30, 2017 In Rs.	2016-17 In Rs.
Cash Credit Facilities	2,718,963	1,415,299	1,232,472
Interest expense - others	11,799,041	6,470,290	33,083,376
Other finance cost	33,864,492	19,261,907	13,304,219
Total	48,382,496	27,147,495	47,620,067

Note 23 : Depreciation and amortization expense

Particulars	Sep 30, 2017 In Rs.	Jun 30, 2017 In Rs.	2016-17 In Rs.
Depreciation on Tangible assets (Refer Note 5)	8,492,583	4,112,806	3,080,594
Amortization on Intangible assets (Refer Note 6)	44,003,415	22,001,079	36,668,467
Total	52,495,998	26,113,885	39,749,061



Anveshan Heavy Engineering Limited (CIN : U29306GJ2017PLC099085)
Balance sheet as at September 30, 2017

Particulars	As at September 30, 2017 Rupees
Assets	
Current Assets	
Bank balance (Cheque on hand)	100,000
Profit / (loss) account	108,595
Total Assets	208,595
Equity and Liabilities	
Share application money	100,000
Liabilities	
Current liabilities	
Trade payables	108,595
Total Liabilities	208,595
Diff	-

Anveshan Heavy Engineering Limited
Statement of profit and loss account as at September 30, 2017

Particulars	Note	Quarter ended September 30, 2017 Rupees
Income		-
Expenses		
Other expenses	1	108,595
Profit / (loss) for the period		-108,595

	Particulars	Quarter ended September 30, 2017 Rupees
Note 1	Other expenses	
	ROC filing fees	97,595
	Misc. exps	8,000
	Printing exps.	3,000
		108,595

Anveshan Heavy Engineering Limited as at September 30, 2017

Company Code	Business Area Code	SAP CODE	AML GL Name	Quarter ended September 30, 2017 Rupees (Debit)	Quarter ended September 30, 2017 Rupees (Credit)
		374007	Share application money	-	100,000
			Bank balance - Cheque on hand	100,000	
		201000	Trade payables	-	108,595
		678833	ROC FILING FEES EXPS.	97,595	-
		678899	MISC.EXPS.	8,000	-
		622000	PRINTING EXPS.	3,000	-
			TOTAL	208,595	208,595

108,595
Net Profit / (Loss) for the period -108,595



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For, Anveshan Heavy Engineering Limited

Prakash Makawana
Prakash Makawana
Director
DIN : 00008382

Place : Ahmedabad
Date : 06/11/2017

The Anup Engineering Limited (CIN : U99999GJ1962PLC001170)

Balance Sheet as at Dec 31, 2017

ANNEXURE -15

Particulars	Notes	As at Dec 31, 2017 Rupees	As at Mar 31, 2017 Rupees
ASSETS			
I. Non-current assets			
(a) Property, plant and equipment	5	757,592,249	821,256,060
(b) Intangible assets	6	2,533,027	2,474,925
(c) Financial assets			
(i) Loans	7	200,000,000	500,197,260.00
(ii) Other financial assets	7	2,299,997	2,027,700
(d) Other non-current assets	8	-	-
Total non-current assets		962,425,273	1,325,955,945
II. Current assets			
(a) Inventories	9	331,205,556	218,395,565
(b) Financial assets			
(i) Trade receivables	7	638,775,897	517,105,548
(ii) Cash and cash equivalents	7	232,997	377,936
(iii) Bank balance other than (iii) above	7	5,293,861	16,539,445
(iv) Loans	7	245,634,556	61,237,065
(v) Others financial assets	7	25,001	25,000
(c) Current tax assets (net)	10	7,354,713	-
(d) Other current assets	8	193,614,029	50,819,685
		1,422,136,610	864,500,244
Total current assets		1,422,136,610	864,500,244
	Total Assets	2,384,561,883	2,190,456,189
EQUITY AND LIABILITIES			
Equity			
Equity share capital	11	136,000,000	136,000,000
Other equity	12	1,732,264,448	1,550,645,075
Securities premium account	12	-	-
General reserve	12	-	-
Retained earnings	12	1,732,264,448	1,550,645,075
Total equity		1,868,264,448	1,686,645,075
LIABILITIES			
I. Non-current liabilities			
(a) Financial liabilities			
(i) Borrowings	13	-	-
(b) Long-term provisions	14	8,956,711	6,036,585
(c) Deferred tax liabilities (net)	24	167,221,651	174,634,763
Total non-current liabilities		176,178,362	180,671,348



The Anup Engineering Limited (CIN : U99999GJ1962PLC001170)**Balance Sheet as at Dec 31, 2017****II. Current liabilities**

(a) Financial liabilities			
(i) Borrowings	13	18,405,132	38,992,960
(ii) Trade payables	13	229,289,662	148,570,419
(iii) Other financial liabilities	13	2,903,052	1,601,181
(b) Other current liabilities	15	89,521,227	128,958,584
(c) Short-term provisions	14	-	2,062,568
(e) Current tax liabilities (net)	10	-	2,954,054
		340,119,073	323,139,766
Total current liabilities		340,119,073	323,139,766
		2,384,561,883	2,190,456,189

As per our report of even date
For, **Sorab S. Engineer & Co.**
Chartered Accountants
Firm's Registration No. 110417W

For and on behalf of the board of directors of
The Anup Engineering Limited

CA. Chokshi Shreyas B.
Partner
Membership No. 100892
Place : Ahmedabad
Date : Jan 30, 2018

Chairman



Jayesh K. Shah
Director
DIN : 00008349

Chief Financial Officer

The Anup Engineering Limited (CIN : U99999GJ1962PLC001170)

Statement of profit and loss for the year ended Dec 31, 2017

Particulars	Notes	Year ended Dec 31, 2017 Rupees	Year ended Mar 31, 2017 Rupees
Income			
Revenue from operations			
Sale of Products	16	1,371,277,616	1,737,490,584
Sale of Services	16	7,015,239	39,970,550
Operating Income	16	18,816,174	16,088,690
Revenue from operations		<u>1,397,109,029</u>	<u>1,793,549,824</u>
Other income	17	39,749,906	60,814,980
Total income (I)		<u><u>1,436,858,935</u></u>	<u><u>1,854,364,804</u></u>
Expenses			
Cost of raw materials and accessories consumed	18	819,660,755	745,024,555
Changes in inventories of finished goods, work-in-progress and stock-in-trade	19	(66,535,103)	(25,824,725)
Employee benefits expense	20	86,194,089	103,352,762
Finance costs	21	1,160,354	11,715,754
Depreciation and amortisation expense	22	27,000,189	33,806,322
Other expenses	23	291,377,338	495,874,666
Total expenses (II)		<u><u>1,158,857,622</u></u>	<u><u>1,363,949,334</u></u>
Profit/ (loss) before exceptional items and tax (III)=I-II		<u>278,001,313</u>	<u>490,415,470</u>
Exceptional items [Income / (Expense)]		-	-
Profit before exceptional items and tax (III)=(I-II)		<u>278,001,313</u>	<u>490,415,470</u>
Exceptional items (IV)		-	-
Profit before tax (V) = (III-IV)		<u>278,001,313</u>	<u>490,415,470</u>
Tax expense			
Current tax	24	103,800,000	174,500,000
MAT credit utilised		-	-
(Excess)/short provision related to earlier years	24	(55,760)	(54,790)
Deferred tax	24	(7,552,954)	(2,319,259)
Total tax expense (VI)		<u>96,191,286</u>	<u>172,125,951</u>
Profit for the period (VII) = (V-VI)		<u><u>181,810,027</u></u>	<u><u>318,289,519</u></u>
Other comprehensive income not to be reclassified to profit or loss in subsequent periods:			
Re-measurement gains / (losses) on defined benefit plans	12	-	(404,075)
Income tax effect	24	-	139,842
		-	(264,233)
Net other comprehensive income not to be reclassified to profit or loss in subsequent periods		-	(264,233)



The Anup Engineering Limited (CIN : U99999GJ1962PLC001170)

Statement of profit and loss for the year ended Dec 31, 2017

Total other comprehensive income for the period, net of tax (VIII)	-	(264,233)
Total comprehensive income for the period, net of tax (VII+VIII)	181,810,027	318,025,286
Earning per equity share		
Basic	13.37	23.40
Diluted	13.37	23.40

As per our report of even date
For. **Sorab S. Engineer & Co.**
Chartered Accountants
Firm's Registration No. 110417W

For and on behalf of the board of directors of
The Anup Engineering Limited

CA. Chokshi Shreyas B.
Partner
Membership No. 100892
Place : Ahmedabad
Date : Jan 30, 2018

Chairman

Jayesh K. Shah
Director
DIN : 00008349

Chief Financial Officer



Jayesh K. Shah

The Anup Engineering Limited (CIN : U99999GJ1962PLC001170)
Statement of changes in Equity for the Qtr ended Dec 31, 2017

A. Equity share capital

	Amount
Balance	Note 11
As at April 1, 2017	136,000,000
Issue of Equity Share capital	-
As at Dec 31, 2017	136,000,000

B. Other equity

Particulars	Attributable to the equity holders of the parent			Total equity
	Securities premium	Reserves and Surplus		
		General Reserve	Retained Earnings	
	Note 12	Note 12	Note 12	
Balance as at April 1, 2016	1,920	7,001,075	1,327,616,794	1,334,619,789
Profit for the period	-	-	318,289,519	318,289,519
Other comprehensive income for the year	-	-	(264,233)	(264,233)
Total Comprehensive income for the year	-	-	318,025,287	318,025,287
Any other movement (edit / modify based on requirement)	(1,920)	(7,001,075)	(94,997,005)	(102,000,000)
Balance as at March 31, 2017	-	-	1,550,645,075	1,550,645,075
Balance as at April 1, 2017	-	-	1,550,645,075	1,550,645,075
Profit for the period	-	-	181,810,027	181,810,027
Other comprehensive income for the year	-	-	-	-
Total Comprehensive income for the year	-	-	181,810,027	181,810,027
Utilised for Bonus Issue	-	-	-	-
Any other movement (edit / modify based on requirement)	-	-	-	-
Balance as at Dec 31, 2017	-	-	1,732,264,448	1,732,264,448



The Anup Engineering Limited
Notes to the Financial Statements

Note 5 : Property, plant and equipment

Fixed Assets	Freehold land	Leasehold land	Buildings	Plant & machinery	Furniture & fixture	Vehicles	Office equipment	Computer, server & network	Total
Cost									
As at April 1, 2016	572,208	491,759,100	124,406,287	210,578,058	4,792,866	6,387,982	2,371,174	1,350,764	842,218,439
Additions	-	-	-	29,686,401	2,091,146	7,485,166	1,584,510	580,609	41,427,832
Deductions	-	-	-	-	689,188	363,372	121,698	-	1,174,258
As at March 31, 2017	572,208	491,759,100	124,406,287	240,264,459	6,194,824	13,509,776	3,833,986	1,931,373	882,472,013
Additions	-	-	6,019,877	11,688,425	373,984	-	708,810	2,280,728	21,071,824
Deductions	-	-	-	133,355,039	7,005	270,000	122,098	-	133,754,142
As at Dec 31, 2017	572,208	491,759,100	130,426,164	118,597,845	6,561,803	13,239,776	4,420,698	4,212,101	769,789,695
Depreciation and Impairment									
As at April 1, 2016	-	1,722,249	3,404,722	22,050,620	712,006	218,098	457,293	379,555	28,944,543
Additions	-	1,722,249	3,403,132	24,419,168	674,092	1,309,947	602,195	407,367	32,538,150
Deductions	-	-	-	-	49,207	169,120	48,412	-	266,739
As at March 31, 2017	-	3,444,498	6,807,854	46,469,788	1,336,891	1,358,925	1,011,076	786,922	61,215,954
Depreciation for the year	-	-	2,212,657	19,497,940	632,576	1,365,303	586,976	649,914	24,945,366
Deductions	-	-	-	45,817,850	704	125,615	19,724	-	45,963,893
As at Dec 31, 2017	-	3,444,498	9,020,511	21,023,863	1,968,763	2,598,613	1,578,328	1,436,836	41,071,412
Capital Work In Progress									
Net As at Dec 31, 2017	572,208	488,314,602	121,405,653	97,573,982	4,593,040	10,641,163	2,842,370	2,775,265	757,592,249
Net As at March 31, 2017	572,208	488,314,602	117,598,433	193,794,671	4,857,933	12,150,851	2,822,910	1,144,451	821,256,059



The Anup Engineering Limited

Notes to the Financial Statements

Note 6 : Intangible assets

Intangible assets	Computer Software	Patent & Technical knowhow	Total
Cost			
As at April 1, 2016	2,949,852	1,136,287	4,086,139
Additions	1,470,000	-	1,470,000
Deductions	-	-	-
As at March 31, 2017	4,419,852	1,136,287	5,556,139
Additions	1,238,943	-	1,238,943
Deductions	-	-	-
As at Dec 31, 2017	5,658,795	1,136,287	6,795,082
Amortisation and Impairment			
As at April 1, 2016	1,399,846	413,196	1,813,042
Additions	854,976	413,196	1,268,172
Deductions	-	-	-
As at March 31, 2017	2,254,822	826,392	3,081,214
Amortisation for the Year	1,010,397	170,443	1,180,840
Deductions	-	-	-
As at Dec 31, 2017	3,265,219	996,835	4,262,054
Net			
As at Dec 31, 2017	2,393,576	139,452	2,533,027
As at March 31, 2017	2,165,030	309,895	2,474,925



Signature

The Anup Engineering Limited
Notes to the Financial Statements

Note 7 : Financial assets

7 (a) Trade receivables

Particulars	As at Dec 31, 2017 In Rs.	As at Mar 31, 2017 In Rs.
Current		
Unsecured, considered good	638,775,897	517,105,548
Less : Allowance for doubtful debts	-	-
	<u>638,775,897</u>	<u>517,105,548</u>
Other receivables		
Unsecured, considered good	-	-
	<u>-</u>	<u>-</u>
Total Trade and other receivables	<u>638,775,897</u>	<u>517,105,548</u>
Non-current	-	-
Current	<u>638,775,897</u>	<u>517,105,548</u>

7 (b) Loans

Particulars	As at Dec 31, 2017 In Rs.	As at Mar 31, 2017 In Rs.
Non-current		
Loans to related parties	200,000,000	500,197,260
Loans to others	-	-
	<u>200,000,000</u>	<u>500,197,260</u>
Current		
Unsecured considered good		
Loans to related parties	245,634,556	61,237,065
	<u>245,634,556</u>	<u>61,237,065</u>
Total Loans	<u>445,634,556</u>	<u>561,434,325</u>

7 (c) Cash and cash equivalent

Particulars	As at Dec 31, 2017 In Rs.	As at Mar 31, 2017 In Rs.
Balance with Bank		
Current accounts and debit balance in cash credit accounts	116,037	235,383
Cash on hand	19,237	67,756
Foreign Currency on Hand	97,723	74,797
Total cash and cash equivalents	<u>232,997</u>	<u>377,936</u>



7 (d) Other bank balance

Particulars	As at Dec 31, 2017 In Rs.	As at Mar 31, 2017 In Rs.
Unpaid dividend accounts	78,270	78,270
Held as Margin Money*	5,215,591	16,461,175
Total other bank balances	5,293,861	16,539,445

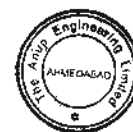
* Under lien with bank as Security for Guarantee Facility

7 (e) Other financial assets

Particulars	As at Dec 31, 2017 In Rs.	As at Mar 31, 2017 In Rs.
Non-current		
Security deposits	2,299,998	2,027,700
	2,299,998	2,027,700
Current		
Security deposits	25,000	25,000
	25,000	25,000
Total other financial assets	2,324,998	2,052,700
Non-current	2,299,997	2,027,700
Current	25,001	25,000

Note 8 : Other current / non-current assets

Particulars	As at Dec 31, 2017 In Rs.	As at Mar 31, 2017 In Rs.
Non-current		
Advance to Others (Govt.Authority)	-	-
	-	-
Current		
Advance to suppliers	162,981,980	24,606,566
Balance with collectorate of central excise and customs	641,948	10,355,004
Sales tax / VAT /GST/ service tax receivable (net)	14,500,501	278,030
Export incentive receivable	5,732,121	7,007,680
Prepaid expenses	3,435,341	2,518,289
Other Current Asset	6,322,137	6,054,116
	193,614,029	50,819,685
Total	193,614,029	50,819,685



Note 9 : Inventories (At lower of cost and net realisable value)

Particulars	As at Dec 31, 2017 In Rs.	As at Mar 31, 2017 In Rs.
Raw materials	124,271,155	87,076,765
Work-in-progress	180,198,969	113,543,269
Finished goods	606,765	727,362
Stores and spares	26,128,667	17,048,169
Total	331,205,556	218,395,565

Note 10 : Current Tax Assets/(Liability)

Particulars	As at Dec 31, 2017 In Rs.	As at Mar 31, 2017 In Rs.
Current Tax Assets	7,354,713	-
Current Tax Liability	-	(2,954,054)
Total	7,354,713	(2,954,054)



Signature

The Anup Engineering Limited
Notes to the Financial Statements

Note 11 : Equity share capital

Particulars	As at Dec 31, 2017		As at Mar 31, 2017	
	No. of shares	In Rs.	No. of shares	In Rs.
Authorised share capital				
Equity shares of Rs.10 each	15,000,000	150,000,000	15,000,000	150,000,000
Issued and subscribed share capital				
Equity shares of Rs.10 each	13,600,000	136,000,000	13,600,000	136,000,000
Subscribed and fully paid up				
Equity shares of Rs.10 each	13,600,000	136,000,000	13,600,000	136,000,000
Total	13,600,000	136,000,000	13,600,000	136,000,000

11.1. Reconciliation of shares outstanding at the beginning and at the end of the Reporting period

Particulars	As at Dec 31, 2017		As at Mar 31, 2017	
	No. of shares	In Rs.	No. of shares	In Rs.
At the beginning of the period	13,600,000	136,000,000	3,400,000	34,000,000
Add : Bonus shares issued during the year	10,200,000	102,000,000	10,200,000	102,000,000
Outstanding at the end of the period	23,800,000	238,000,000	13,600,000	136,000,000

11.2. Aggregate number of shares allotted as fully paid-up Bonus Shares (During 5 years immediately preceeding March 31, 2017)

During the year, the Company allotted 1,02,00,000 Bonus Equity Shares of Rs. 10 each as fully paid-up.

11.2. Terms/Rights attached to the equity shares

The Company has one class of shares referred to as equity shares having a par value of Rs.10 each. Each shareholder is entitled to one vote per share held. The dividend proposed by the Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting. In the event of liquidation, the equity shareholders are eligible to receive the remaining assets of the Company after distribution of all preferential amounts, in proportion to their shareholding.

11.3. Number of Shares held by each shareholder holding more than 5% Shares in the company

Name of the Shareholder	As at Dec 31, 2017		As at Mar 31, 2017	
	No. of shares	% of shareholding	No. of shares	% of shareholding
Arvind limited- Holding Company	12,720,640	93.53%	12,720,640	93.53%



Note 12 : Other Equity

Balance	As at Dec 31, 2017	As at Mar 31, 2017
	In Rs.	In Rs.
Note 12.1 Reserves & Surplus		
General reserve		
Balance as per last financial statements	-	-
less: Utilized Bonus issue	-	-
Balance at the end of the year	-	-
Securities premium account		
Balance as per last financial statements	-	-
less: Utilized Bonus issue	-	-
Balance at the end of the year	-	-
Surplus in statement of profit and loss		
Balance as per last financial statements	1,550,645,075	1,232,619,788
Add: profit for the year	181,810,027	318,025,287
Add / (Less): OCI for the year	-	-
	<u>1,732,264,448</u>	<u>1,550,645,075</u>
less: Utilized Bonus issue	-	-
Balance at the end of the year	<u>1,732,264,448</u>	<u>1,550,645,075</u>
Total reserves & surplus	<u>1,732,264,448</u>	<u>1,550,645,075</u>
Total Other equity	<u>1,732,264,448</u>	<u>1,550,645,075</u>

Note 13 : Financial liabilities

13 (a): Long-term Borrowings

Particulars	As at Dec 31, 2017	As at Mar 31, 2017
	In Rs.	In Rs.
Long-term Borrowings (refer note (a) to (c) below)		
Non-current portion		
Secured		
Term loan from Banks	-	-
	-	-
Current maturities		
Secured		
Term loan from Banks	-	-
	-	-
Total long-term borrowings	<u>-</u>	<u>-</u>

The Anup Engineering Limited

Notes to the Financial Statements

Short-term Borrowings (refer note (d) & (e) below)

Secured

Working Capital Loans repayable on demand from Banks 18,405,132 30,490,451

Unsecured

Intercorporate Deposits
From Related Parties - 8,502,509

Total short-term borrowings 18,405,132 38,992,960

Total borrowings 18,405,132 38,992,960

Nature of security:

A .Cash Credit and Other Facilities from Banks

i. First charge over entire stocks, receivables and other current assets and second charge over entire fixed assets of the Company both present and future.

13 (b): Financial liabilities

Particulars	As at Dec 31, 2017	As at Mar 31, 2017
	In Rs.	In Rs.
Current		
Other trade payable (Refer note below)	229,289,662	148,570,419
	229,289,662	148,570,419
Total	229,289,662	148,570,419

Other trade payables are not-interest bearing and are normally settled on 30-90 days terms

The Company has not received any intimation from suppliers regarding their status under the Micro, Small and Medium Enterprise Development (MSMED) Act, 2006 and hence disclosures as required under Section 22 of The Micro, Small and Medium Enterprise Development (MSMED) Act, 2006 regarding:

- Principal amount and the interest due thereon remaining unpaid to any suppliers as at the end of accounting year;
- Interest paid during the year;
- Amount of payment made to the supplier beyond the appointed day during accounting year;
- Interest due and payable for the period of delay in making payment;
- Interest accrued and unpaid at the end of the accounting year; and
- Further interest remaining due and payable even in the succeeding years, until such date when the interest dues above are actually paid to the small enterprise. have not been given.

The Company is making efforts to get the confirmations from the suppliers as regard to their status under the said



The Anup Engineering Limited
Notes to the Financial Statements
13 (c): Other financial liabilities

Particulars	As at Dec 31, 2017	As at Mar 31, 2017
	In Rs.	In Rs.
Current		
Current maturity of long term borrowings	-	-
Payable to employees	2,257,304	767,073
Deposits from customers and others	600,000	704,706
Unpaid dividends	44,710	78,270
Other financial liabilities	1,038	51,132
Total	2,903,052	1,601,181

Note 14 : Provisions

Particulars	As at Dec 31, 2017	As at Mar 31, 2017
	In Rs.	In Rs.
Long-term		
Provision for employee benefits		
Provision for leave encashment	8,956,711	6,036,585
	8,956,711	6,036,585
Short-term		
Provision for employee benefits		
Provision for leave encashment	-	2,062,568
Provision for gratuity	-	-
	-	2,062,568
Total	8,956,711	8,099,153

Note 15 : Other current / Non-current liabilities

Particulars	As at Dec 31, 2017	As at Mar 31, 2017
	In Rs.	In Rs.
Current		
Advance from customers	54,793,060	123,210,710
Statutory dues including provident fund and tax deducted at source	34,728,167	5,747,874
Total	89,521,227	128,958,584



The Anup Engineering Limited
Notes to the Financial Statements

Note 16 : Revenue from operations

Particulars	2017-18 In Rs.	2016-17 In Rs.
Sale of products	1371277616	1737490584
Sale of services	7,015,239	39,970,550
Operating income		
Waste sale	10,095,154	11,191,339
Export incentives	8,094,345	4,133,686
Testing Analysis Income	626,675	763,665
	<u>18,816,174</u>	<u>16,088,690</u>
Total	1,397,109,029	1,793,549,824

Note 17 : Other income

Particulars	2017-18 In Rs.	2016-17 In Rs.
Interest income	31,808,433	58,221,388
Sundry credit balances appropriated	-	1,339,912
Provision no longer required	120,597	692,662
Miscellaneous income	2,541	6,963
Exchange Rate Diff (net)	7,818,335	554,054
Total	39,749,906	60,814,980

Note 18 : Cost of raw materials and components consumed

Particulars	2017-18 In Rs.	2016-17 In Rs.
Stock at the beginning of the year	87,076,765	36,664,841
Add : Purchases	<u>856,855,145</u>	<u>795,436,479</u>
	943,931,910	832,101,320
Less : Inventory at the end of the year	<u>124,271,155</u>	<u>87,076,765</u>
Raw materials and components consumed	<u>819,660,755</u>	<u>745,024,555</u>
Total	819,660,755	745,024,555



Signature

The Anup Engineering Limited
Notes to the Financial Statements

Note 19 : Changes in inventories of finished goods, work-in-progress and stock-in-trade

Particulars	2017-18 In Rs.	2016-17 In Rs.
Stock at the end of the year		
Finished goods	606,765	727,362
Work-in-Progress	180,198,969	113,543,269
	180,805,734	114,270,631
Stock at the beginning of the year		
Finished goods	727,362	727,362
Work-in-Progress	113,543,269	87,718,544
	114,270,631	88,445,906
(Increase) / Decrease in stocks	(66,535,103)	(25,824,725)
Total	(66,535,103)	(25,824,725)

Note 20 : Employee benefits expense

Particulars	2017-18 In Rs.	2016-17 In Rs.
Salaries, wages, gratuity, bonus, commission, etc.	78,936,885	95,520,261
Contribution to provident and other funds	4,017,033	4,662,906
Welfare and training expenses	3,240,171	3,169,595
Total	86,194,089	103,352,762

Note 21 : Finance costs

Particulars	2017-18 In Rs.	2016-17 In Rs.
Interest expense - Loans	144,830	8,931,024
Interest expense - others	600,292	365,507
Other finance cost	415,232	2,419,223
Total	1,160,354	11,715,754



Jaya

The Anup Engineering Limited

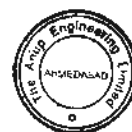
Notes to the Financial Statements

Note 22 : Depreciation and amortization expense

Particulars	2017-18 In Rs.	2016-17 In Rs.
Depreciation on Tangible assets (Refer Note 5)	25,819,349	30,815,900
Depreciation on Investment properties (Refer Note 6)	-	-
Amortization on Intangible assets (Refer Note 6)	1,180,840	1,268,172
Amortisation of leasehold land	-	1,722,249
Depreciation chg due to revaluation	-	-
Total	27,000,189	33,806,321

Note 23 : Other expenses

Particulars	2017-18 In Rs.	2016-17 In Rs.
Power and fuel	10,226,792	14,770,436
Stores consumed	27,470,693	38,584,221
Insurance	738,052	1,001,420
Printing, stationery & communication	2,005,118	2,353,229
Rent	239,400	957,787
Commission, Brokerage & discount	164,286	
Rates and taxes	1,041,723	1,113,646
Repairs :		
To Building	8,427,521	9,422,600
To Machineries (including spares consumption)	15,078,486	23,585,365
To others	2,964,327	3,882,709
Freight, insurance & clearing charge	35,402,442	25,280,420
Excise duty expense	6,103,738	147,898,906
Legal & Professional charges	2,550,872	4,350,315
Interest on Income tax	1,888,313	1,786,489
Conveyance & Travelling expense	2,897,867	3,418,021
Director's sitting fees	108,026	165,316
Job work charges	135,624,479	163,366,748
Sundry debits written off	81,536	12,599,246
Auditor's remuneration	493,574	697,890
Bank charges	5,423,514	8,011,727
Spend on CSR activities	-	5,562,560
Loss on assets sold, demolished, discarded and scrapped	94,059	95,275
Miscellaneous expenses	11,079,073	7,965,461
Postage & Courier Charges	255,646	254,097
Computer Expenses	865,453	907,112
Drawing & Drafting Charges	78,620	1,399,218
Security Charges	1,957,235	2,401,513
Retainership Fees	3,391,897	3,936,763
Inspection Fees	6,314,242	8,937,883



ARVIND

ARVIND FASHIONS LIMITED

Please see below the applicable information pertaining to Arvind Fashions Limited (the “Company”) in accordance with circular no. CFD/DIL3/CIR/2017/21, dated March 10, 2017, issued by the Securities and Exchange Board of India (“SEBI”)

Arvind Fashions Limited (“AFL”)

Corporate Identification Number: U52399GJ2016PLC085595

Registered: Arvind Limited Premises, Naroda Road, Ahmedabad – 380025

Tel: +91-79-30138000 ; **Fax:** +91-79-30138671 ;

Corporate Office : 08th Floor , Du Parc Trinity, 17, M G Road, Bangalore-560015

Tel: +91-80-41550650 ; **Fax:** +91-80-41550651 ;

Website: <https://arvindbrands.com/>

Contact Person: Vijaykumar BS, Company Secretary ; **Email:** vijaykumar.bs@arvindbrands.com

Promoter of AFL*: Arvind Limited (“AL”)

**Upon the Scheme of Arrangement (as defined hereinafter) becoming effective, the promoters of AFL shall be identified in accordance with the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 (the “SEBI ICDR Regulations”).*

CONSIDERATION UNDER THE COMPOSITE SCHEME OF ARRANGEMENT AND LISTING DETAILS

Pursuant to the composite Scheme of Arrangement amongst AL, AFL, Anveshan Heavy Engineering Limited (“AHEL”) and The Anup Engineering Limited (“TAEL”) and their respective shareholders and Creditors in connection with demerger of Branded Apparel Undertaking of AL into AFL (the “Scheme of Arrangement”), each shareholder of AL shall be issued 1 Equity Share of face value of Rs. 4* each of AFL (the “Equity Share”) for every 5 fully paid up equity share(s) of Rs. 10 each of AL held by such shareholder as on the record date, to be determined in accordance with the Scheme of Arrangement. Further, pursuant to the Scheme of Arrangement, and subject to applicable laws and receipt of requisite approvals, including exemption from Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957 (the “SCRR”) to be obtained from the SEBI, the Equity Shares would be listed on BSE Limited (“BSE”) and National Stock Exchange of India Limited (“NSE”) together with BSE referred to as the “Stock Exchanges”).

** Upon the Scheme of Arrangement becoming effective, the face value of equity shares of AFL will be consolidated from Rs. 2 to Rs. 4*

DETAILS OF MERCHANT BANKER, REGISTRAR AND STATUTORY AUDITOR

MERCHANT BANKER

YES Securities (India) Limited

IFC, Tower 1&2,

Unit 602 A, 6th Floor,

Senapati Bapat Marg,

Elphinstone Road,

Mumbai 400 013

Tel: +91 22 3012 6919

Fax: +91 22 2421 4508

E-mail: chandresh.sharma@yesscuritiesltd.in

Website: www.yesinvest.in

SEBI Registration Number: MB/INM000012227

REGISTRAR

Link Intime India Private Limited

247 Park, Tower-C-101,
L.B.S. Marg, Vikhroli (W),
Mumbai – 400 083
Tel - +91 22 4918 6270
Fax- +91 22 4918 6060
E-mail: prachi.babadi@linkintime.co.in
Investor grievance e-mail: r&t.helpdesk@linkintime.co.in
Website: www.linkintime.co.in
Contact Person: Ms. Prachi Babadi
SEBI Registration Number: INR000004058

STATUTORY AUDITOR

M/s. Sorab S. Engineer & Co.

No. 902, Raheja Centre,
Free Press Journal Marg,
Nariman Point, Mumbai – 400 021
Contact Person - Mr. Shreyas Choksi
Phone: +91 79 26584304
E-mail: sbchoksi@sseco.in
Firm Registration no.: 110417W
Peer Review certificate no.: 001982

DETAILS OF PROMOTER OF AFL*

AL is the promoter of AFL. AL is a public listed company incorporated on June 01, 1931 under the provisions of the Companies Act, 1913. The Corporate Identification Number of AL is L17119GJ1931PLC000093. The registered office of AL is situated at Naroda Road, Ahmedabad - 380025. The equity shares of the AL are listed on BSE Limited and the National Stock Exchange of India Limited.

AL was originally incorporated for manufacturing and marketing of textile products. Over the years, it has grown and diversified in several distinct business activities through different undertakings, namely (i) Textiles business comprising of manufacturing of yarn, denim, shirting and knit fabrics, garments, and technical textiles; (ii) Branded Apparel Undertaking consisting of branded apparel, accessories and customised clothing business; and (iii) Engineering Undertaking consisting of manufacturing of critical process engineering equipment.

Name of the Listed Group Companies of AFL*: Arvind Limited and Arvind Smartspaces Ltd

**Upon the Scheme of Arrangement becoming effective, the promoters and group companies of AFL shall be identified in accordance with the SEBI ICDR Regulations.*

BUSINESS OVERVIEW AND STRATEGY OF AFL

The Memorandum of Association of AFL authorizes it to undertake the following activities:

1. To carry on business of manufacturing, marketing, importing, exporting, buying, selling, reselling, transporting, storing developing, promoting, supplying and to act as franchisors, franchisees, wholesalers by way of physical selling or selling online as principals or agents, of any branded or non-branded products or services including but not limited to sports and health improvement equipment, apparel, footwears, food & provisions, household goods, consumer durables, jewellery, luggages, books & stationery, health care and beauty products, toys and music, computers & accessories, telecom products, agri input products, furniture & furnishings, automobile & accessories and acquiring and running food, service and entertainment centres, to provide solutions and services

related to web technologies, internet and e-commerce, set up portals and invest in companies providing similar services and purchasing or leasing any movable and immovable properties to carry on these activities.

AFL is currently engaged in marketing and promoting of organized wholesale business.

BOARD OF DIRECTORS

Set forth below are the details regarding the Board of Directors of AFL as on date:

Sr. No.	Name of the Director	Designation	Experience including other directorships
1.	Sanjaybhai Shrenikbhai Lalbhai	Non – Executive Director	Mr. Sanjay Lalbhai has overall experience of more than 35 years in textile industry. Other than AFL, he holds directorships in: <ol style="list-style-type: none"> 1. Arvind Limited 2. The Anup Engineering Limited 3. Animesh Holdings Private Limited 4. Arvind Lifestyle Brands Limited 5. Adani Ports and Special Economic Zone Limited 6. Arvind Smartspace Limited 7. Arvind Foundations 8. Aura Business Ventures LLP 9. Anveshan Heavy Engineering Limited
2.	Jayesh Kantilal Shah	Non – Executive Director	Mr. Jayesh Shah is Non-Executive Director of AFL. He is an Associate member of ICAI and a Commerce Graduate from Gujarat University. Other than AFL, he holds directorships in: <ol style="list-style-type: none"> 1. Arvind Limited 2. The Anup Engineering Limited 3. Arvind Foundation 4. Arvind Lifestyle Brands Limited 5. Centerac Emarket Places Private Limited 6. Aura Business Enterprise Private Limited 7. Arvind Internet Limited 8. Arvind Products Limited 9. Arvind Garments Park Private Limited 10. Arvind Goodhill Suit Manufacturing Private Limited 11. Amplus Capital Advisors Private Limited 12. Firenze Properties and investments Private Limited 13. Arvind Pd Composites Private Limited 14. E-Infochips Limited 15. Calvin Klein Arvind Fashion Private Limited
3.	Renuka Ramnath	Nominee Director	Ms. Renuka Ramnath is a Nominee Director of AFL. She has a total experience of over 30 years in finance industry. Other than AFL, she holds directorships in: <ol style="list-style-type: none"> 1. L&T Technology Services Limited 2. Cinemax India Limited

Sr. No.	Name of the Director	Designation	Experience including other directorships
			3. Multiples ARC Private Limited 4. Shri Nath G Corporate Management Services Private Limited 5. Institutional Investor Advisory Services India Limited 6. Multiples Equity Fund Trustee Private Limited 7. Multiples Alternate Asset Management Private Limited 8. Vikram Hospital (Bengaluru) Private Limited 9. Indian Energy Exchange Limited 10. Peoplestrong Hr Services Private Limited 11. Pvr Limited 12. Vastu Housing Finance Corporation Limited 13. Subhiksha Trading Services Limited 14. Ultratech Cement Limited 15. Encube Ethicals Private Limited 16. Tata Communications Limited 17. Arvind Lifestyle Brands Limited 18. Arvind Limited
4.	Nilesh Dhirajlal Shah	Independent Director	Nilesh Shah is an Independent Director of AFL. He has over 25 years of experience in Capital Market. Other than AFL, he holds directorships in: <ol style="list-style-type: none"> 1. Arvind Limited 2. Kotak Mahindra Asset Management Company Limited 3. Association of Mutual Funds in India 4. Kotak Mahindra Pension Fund Limited
5.	Kamal Singal	Independent Director	Mr. Kamal Singal is an Independent Director of AFL. He holds an Executive Post Graduate Diploma in Management (EPGM) from Indian Institute of Management, Indore. He has been associated with Lalbhai Group since 2001 in various capacities. Prior to joining Lalbhai group, he worked for 9 years in different capacities in DCM Textiles Limited. Other than AFL, he holds directorships in: <ol style="list-style-type: none"> 1. The Anup Engineering Limited 2. Arvind Smartspaces Limited 3. Arvind Herbal Homes Private Limited 4. Kausalya Realerve LLP 5. Arvind Infrabuild LLP 6. Karnavati Infracon LLP 7. Arvind Infracon LLP
6.	Nithya Easwaran	Nominee Director	Ms. Nithya Easwaran is a Nominee Director of AFL. She has over 20 years of experience in financial services. Other than AFL, she holds directorships in: <ol style="list-style-type: none"> 1. Axis Securities Limited

Sr. No.	Name of the Director	Designation	Experience including other directorships
			2. Accelyst Solutions Private Limited 3. Freecharge Payment Technologies Private Limited
7.	Kulin Sanjay Lalbhai	Non – Executive Director	Mr. Kulin S Lalbhai, is the Non-Executive Director of the Company. He holds Bachelor's of Science in Electrical Engineering from Stanford University, USA. He has also worked as a management consulting with Mckinsey & Co's. Other than AFL, he holds directorships in: 1. Arvind Limited 2. Zydus Wellness Limited 3. Arvind Smartspaces Limited 4. Arvind Goodhill Suit Manufacturing Private Limited 5. Arvind Internet Limited 6. Style Audit LLP

DETAILS AND REASONS FOR NON-DEPLOYMENT OR DELAY IN DEPLOYMENT OF PROCEEDS OR CHANGES IN UTILIZATION OF ISSUE PROCEEDS OF PAST PUBLIC ISSUES, IF ANY, OF AFL IN THE PRECEDING 10 YEARS:

AFL is an unlisted public company incorporated on January 5, 2016 and has not undertaken any public issue since incorporation.

Capital Structure of AFL as on date

Sr. No.	Particulars	Description of Equity Shares
1	Authorized share capital	125,000,000 Equity Shares of face value of Rs. 2 each*
2	Issued, subscribed and paid-up equity share capital	115,851,454 Equity Shares of face value of Rs. 2 each*

*Pursuant to the Scheme becoming effective, 2 equity shares of face value of Rs.2 each of AFL shall be consolidated into 1 equity share of face value of Rs.4 each.

SHAREHOLDING PATTERN OF AFL PRE & POST SCHEME

Sr. No.	Particulars	Number of Equity Shares prior to Scheme of Arrangement becoming effective	% of holding prior to Scheme of Arrangement becoming effective	Number of Equity Shares post Scheme of Arrangement becoming effective	% of holding post Scheme of Arrangement becoming effective
1.	Promoter*	10,39,06,759	89.69	2,21,99,679	38.48
2.	Public	1,19,44,695	10.31	3,54,83,253	61.51
3.	Non Promoter - Non Public**	-	-	2830	Negligible
	Total	11,58,51,454	100.00	5,76,85,761	100.00

Note: Promoter shareholding includes shares held jointly with nominees

**Upon the Scheme of Arrangement becoming effective, the promoters of AFL shall be identified in accordance with SEB ICDR Regulations.*

*** Shares in Non Promoter – Non Public Shareholding are the Shares Underlying DRs.*

AUDITED FINANCIALS

Standalone Financial Information

(in Rs. Crores)

Particulars	As on and for the 6 months period ended on September 30, 2017	FY 2017	FY 2016
Total income from operations	393.68	292.69	Since, the company was incorporated in January 2016, there was no business in the Company and no income was booked during this period. It was formed with paid up capital of 1 lakh rupees and preliminary expenses towards incorporation were incurred.
Net Profit/(Loss) before tax and extraordinary items	26.63	(5.61)	
Net Profit/(Loss) after tax and extraordinary items	18.03	(3.54)	
Equity Share Capital	22.65	21.74	
Reserves and Surplus	1,172.28	855.28	
Net Worth	1,195.44	877.02	
Basic and Diluted Earnings per Shares (in Rs.)	Basic-Rs.3.31 Diluted-Rs. 3.14	Basic-Rs.(0.72) Diluted Rs.(0.68)	
Return on Net Worth (%)	3.02%	-0.40%	
Net Asset Value Per Share (in Rs.)	103.65	81.06	

Note: As the Company was incorporated on January 5, 2016, financials are not available prior to that date.

Risk Factors

The below mentioned risks are top five risks applicable to AFL:

1. The Scheme of Arrangement is subject to approval of (i) shareholders of AL, AFL & AHFL; (ii) sanction by the National Company Law Tribunal in accordance with Section 230-232 of the Companies Act, 2013; (iii) exemption under Rule 19 (2) (b) of SCRR from SEBI; and (iv) receipt of in-principle and final approvals from the Stock Exchanges for listing and trading of Equity Shares. In cases any of these required approvals or sanctions are not received, the proposed Scheme of Arrangement will not be completed, which will adversely impact AFL's ability to conduct its business activities as contemplated in the said Scheme of Arrangement.
2. Pursuant to the Scheme of Arrangement, as part of the demerged business, requisite personnel operating the demerged business, would also be part of AFL and based on their experience in the said field. AFL would be in position to continue business operations, however, AFL cannot assure you that it will successfully foray in or continue to be profitable in this business. Any inability to effectively develop and operate its business may have an adverse impact on AFL's financial condition and results of operation.

3. The efforts of AFL at integrating acquired businesses, pursuant to the Scheme of Arrangement becoming effective, based on prevailing market conditions, may not yield timely or effective results or at all, which may affect its financial condition and results of operations. AFL's failure to derive anticipated synergies could expose it to potential risks of integrating acquired businesses. AFL's inability to generate sufficient revenue to offset the costs of acquisitions could significantly disrupt its ability to manage acquired business and adversely affect its financial condition and results of operations.
4. Changes in the regulatory environment in which AFL operates could have a material adverse effect on its business, financial condition, result of operations and prospects. The regulatory and policy environment in which AFL operates is evolving and subject to change. Such changes may adversely affect its business, results of operations and prospects, to the extent that AFL is unable to suitably respond to and comply with any changes in applicable law and policy.
5. The Equity Shares of AFL have never been publicly traded and after the Scheme of Arrangement becoming effective, the Equity Shares may experience price and volume fluctuations, and an active trading market for the Equity Shares may not develop. Further, the price of the Equity Shares may be volatile, and you may be unable to sell the Equity Shares issued pursuant to the Scheme of Arrangement at or above the deemed acquisition cost, or at all.

Summary of Outstanding Litigations, Claims and Regulatory Actions

1. Total number of outstanding litigations against AFL and amount involved

NIL

2. Brief details of top material outstanding litigations against AFL and the amount involved

NIL

3. Regulatory action, if any – disciplinary action taken by SEBI or stock exchanges against the Promoter/ Group Companies in Last 5 financial years including outstanding action*

NIL

** Upon the Scheme of Arrangement becoming effective, the promoters and group companies of AFL shall be identified in accordance with SEB ICDR Regulations.*

4. Brief details of outstanding criminal proceedings against the promoter*

NIL

**Upon the Scheme of Arrangement becoming effective, the promoters of AFL shall be identified in accordance with SEB ICDR Regulations.*

ANY OTHER IMPORTANT INFORMATION OF THE COMPANY

Pursuant to the Scheme becoming effective, 2 equity shares of face value of Rs.2 each of AFL shall be consolidated into 1 equity share of face value of Rs.4 each

DECLARATION BY THE COMPANY

We hereby declare that all relevant provisions of the Companies Act, 1956 (to the extent applicable), the Companies Act, 2013 and the guidelines/ regulations issued by the Government of India or the guidelines/ regulations issued by the Securities and Exchange Board of India, established under section 3 of the Securities and Exchange Board of India Act, 1992, as the case may be, have been complied with and no statement made in this Abridged Prospectus is contrary to the provisions of the Companies Act, 1956, the Companies Act, 2013, the Securities and Exchange Board of India Act, 1992 or rules made or guidelines or regulations issued there under, as the case may be. We further certify that all statements in the Abridged Prospectus are true and correct.

Date: March 09, 2018

Place: Ahmedabad

ANVESHAN HEAVY ENGINEERING LIMITED*

**On and from the effective date name of Anveshan Heavy Engineering Limited will be changed to The Anup Engineering Limited*

Please see below the applicable information pertaining to Anveshan Heavy Engineering Limited (the “*Company*”) in accordance with circular no. CFD/DIL3/CIR/2017/21, dated March 10, 2017, issued by the Securities and Exchange Board of India (“*SEBI*”)

Anveshan Heavy Engineering Limited (“*AHEL*”)
Corporate Identification Number: U29306GJ2017PLC099085
Registered: Main Building, Arvind Limited Premises, Naroda Road, Ahmedabad - 380025
Tel: 07922872823/07922870622; **Fax:** 079228700642;
Contact Person: Rakesh Poddar
Email: rakesh.poddar@arvind.in

Promoter of AHEL*: Sanjaybhai Shrenikbhai Lalbhai

**Upon the scheme of Arrangement (as defined hereinafter) becoming effective, the promoters of AHEL shall be identified in accordance with the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 (the “*SEBI ICDR Regulations*”).*

CONSIDERATION UNDER THE COMPOSITE SCHEME OF ARRANGEMENT AND LISTING DETAILS

Pursuant to the composite Scheme of Arrangement amongst AL, Arvind Fashions Limited (“*AFL*”), Anveshan Heavy Engineering Limited (“*AHEL*”) and The Anup Engineering Limited (“*TAEL*”) and their respective shareholders in connection with demerger of the Engineering Undertaking of AL into AHEL (the “*Scheme of Arrangement*”), each shareholder of AL shall be issued 1 equity share(s) of face value of Rs. 10 each of AHEL (the “*Equity Share*”) for every 27 fully paid up equity share(s) of Rs. 10 each of AL held by such shareholder and 7 Equity Shares of AHEL for every 10 fully paid up equity share(s) of Rs. 10 each of TAEL as on the record date to be determined in accordance with the Scheme of Arrangement. Further, pursuant to the Scheme of Arrangement, and subject to applicable laws and receipt of requisite approvals, including exemption from Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957 (the “*SCRR*”) to be obtained from the SEBI, the Equity Shares would be listed on BSE Limited and National Stock Exchange of India Limited (the “*Stock Exchanges*”).

DETAILS OF MERCHANT BANKER, REGISTRAR AND STATUTORY AUDITOR***MERCHANT BANKER***

YES Securities India Limited
IFC, Tower 1&2, Unit 602 A, 6th Floor
Senapati Bapat Marg
Elphinstone Road
Mumbai 400 013
Tel: +91 22 3012 6919
Fax: +91 22 2421 4508
E-mail: chandresh.sharma@yessecuritiesltd.in
Website: www.yesinvest.in
SEBI Registration Number: MB/INM000012227

REGISTRAR

Link Intime India Private Limited

C 101, 247 Park

L B S Marg, Vikhroli West

Mumbai – 400 083

Maharashtra

Tel: +91 22 4918 6200

Fax: + 91 22 4918 6195

Investor Grievance e-mail: ahmedabad@linkintime.co.in

Website: www.linkintime.co.in

Contact Person: R. Chandra Sekher

SEBI Registration Number: INR000004058

STATUTORY AUDITOR

Sorab S. Engineer & Co.,

902, Raheja Centre,

Free Press Journal Marg,

Nariman Point, Mumbai - 400 021

Contact Person: Mr. Shreyas Choksi

Phone: +91 22 2282 4811

Fax: + 91 22 2204 0861

E-mail: sbchoksi@sseco.in

Firm Registration no.: 110417W

Peer Review Certificate no.: 001982

DETAILS OF PROMOTER OF AHEL*

Mr. Sanjay Lalbhai is Chairman and Managing Director of Arvind Ltd. He has overall experience of more than 35 years in textile industry. He has acquired India's first Denim Brand –flying machine in 1981 and is currently guiding the process of building Arvind impressive brand portfolio.

Name of the Listed Group Companies of AHEL*: **Arvind Limited and Arvind Smartspaces Limited**

**Upon the Scheme of Arrangement becoming effective, the promoters and group companies of AHEL shall be identified in accordance with the SEBI ICDR Regulations.*

BUSINESS OVERVIEW AND STRATEGY OF AHEL

The Memorandum of Association of AHEL authorizes it to undertake the following activities:

1. To Manufacture, fabricate, manipulate, alter, assemble, improve, prepare for market, buy, sell and otherwise deal in all kinds of Centrifuges, Water Softening Plants, Rotary Pumps, Dryers, Separators, Laundry Equipments including Washing Machines, Ironers, Presses, Dryers, Hospital Equipments, Disinfecting Plants and apparatus and all kinds of Plants, Machinery, components parts, accessories, fittings, fixtures, apparatus, tools and implements.

2. To carry on the business of mechanical engineers, machinists, filters, millwrights, founders, wire drawers, tube makers, metallurgists, saddlers, galvanizers, japanners, annealers, enamellers, electroplaters, vulvanizers, painters and packing case makers.

As on date, AHEL is not carrying on any business activity. Pursuant to the Scheme of Arrangement becoming effective, it will carry on owning, operating, investing, and promoting business in the fields of engineering, including but not limited to manufacturing, fabricating, altering, marketing, buying, selling, and otherwise deal in all kinds of centrifuges, water softening plants, pumps, dryers and other plants and apparatus and such other ventures as may be identified by the Board from time to time.

BOARD OF DIRECTORS

Set forth below are the details regarding the Board of Directors of AHEL as on date:

Sr. No.	Name of the Director	Designation	Experience including other directorships
1.	Mr. Sanjay Shrenikbhai Lalbhai	Director	Mr. Sanjay Lalbhai is the Chairman and Managing Director of Arvind Ltd. He has overall experience of more than 35 years in textile industry. Other than AHEL, he holds directorships/ partnerships in: <ol style="list-style-type: none"> 1. Arvind Limited 2. The Anup Engineering Limited 3. Animesh Holdings Private Limited 4. Arvind Lifestyle Brands Limited 5. Adani Ports and Special Economic Zone Limited 6. Arvind Retail Limited 7. Arvind Smartspaces Limited 8. Arvind Foundations 9. Aura Business Ventures LLP
2.	Mr. Punit Sanjay Lalbhai	Director	Mr. Punit Lalbhai has done his Masters in Environmental Science from Yale University, USA. He has a Bachelor's degree in Conservation Biology from University of California. He is also deeply involved in sustainability conservation. Other than AHEL, he holds directorships in: <ol style="list-style-type: none"> 1. Arvind Limited 2. Confederation Of Indian Textile Industry 3. Arvind Envisol Limited 4. Arvind Pd Composites Private Limited 5. Arvind Og Nonwovens Private Limited 6. Arvind Internet Limited 7. Heartfulness Institute 8. Arvind Transformational Solutions Private Limited 9. The Anup Engineering Limited
3.	Mr. Paresh Shah	Director	Mr. Paresh Ambalal Shah has done his Bachelor's in Commerce from Gujarat University. He is an Associate member of Institute of Cost and Works Accountant of India & The Institute of Company Secretaries of India and Fellow member of The Institute of Chartered Accountants of India.

DETAILS AND REASONS FOR NON-DEPLOYMENT OR DELAY IN DEPLOYMENT OF PROCEEDS OR CHANGES IN UTILIZATION OF ISSUE PROCEEDS OF PAST PUBLIC ISSUES, IF ANY, OF AFL IN THE PRECEDING 10 YEARS:

AHEL is an unlisted public company incorporated on September 14, 2017 and has not undertaken any public issue since incorporation.

Capital Structure of AHEL Pre Scheme

Sr. No.	Particulars	Description of Equity Shares
1	Authorized share capital	2,50,000 Equity Shares of Rs. 10 each
2	Issued, subscribed and paid-up equity share capital	50,000 Equity Shares of Rs. 10 each

SHAREHOLDING PATTERN OF AHEL PRE & POST SCHEME

Sr. No.	Particulars	Number of Equity Shares prior to Scheme of Arrangement becoming effective	% of holding prior to Scheme of Arrangement becoming effective	Number of Equity Shares post to Scheme of Arrangement becoming effective	% of holding post to Scheme of Arrangement becoming effective
1.	Promoter*	50,000	100	42,28,841	41.49
2.	Public	-	-	59,62,745	58.22
3.	Non Promoter - Non Public**	-	-	524	0.01
	Total	50,000	100	1,01,92,110	100

Note: Promoter shareholding includes shares held jointly with nominees.

**Upon the Scheme of Arrangement becoming effective, the promoters of AHEL shall be identified in accordance with SEBI ICDR Regulations.*

*** Shares in Non Promoter – Non Public Shareholding are the Shares Underlying DRs.*

AUDITED FINANCIALS

As the Company got incorporated on September 14, 2017, financial statements are not available.

Risk Factors

The below mentioned risks are top five risks applicable to AHEL

1. The Scheme of Arrangement is subject to approval of (i) shareholders of AL, AFL & AHEL; (ii) sanction by the National Company Law Tribunal in accordance with Section 230-232 of the Companies Act, 2013; (iii) exemption under Rule 19 (2) (b) of SCRR from SEBI; and (iv) in-principal and final approvals from the Stock Exchanges for listing and trading of Equity Shares. In cases any of these required approvals or sanctions are not received, the proposed Scheme of Arrangement will not be completed, which will adversely impact AHEL's ability to commence its business activities as contemplated in the said Scheme of Arrangement.
2. AHEL is entering into the business in which it may not have experience. Pursuant to the Scheme of arrangement, as part of the demerged and amalgamated business, requisite personnel operating the demerged and amalgamated business, would also be part of AHEL and based on their experience in the said field, AHEL would be in position to continue business operations, however, AHEL cannot assure you that it will successfully foray in or continue to be profitable in this business. Any ability to effectively develop and operate its business may have an adverse impact on AHEL's financial condition and results of operation.

3. The efforts of AHEL at integrating acquired businesses, pursuant to the Scheme of Arrangement becoming effective, may not yield timely or effective results or at all, which may affect its financial condition and results of operations. AHEL's failure to derive anticipated synergies could expose it to potential risks of integrating acquired businesses. AHEL's inability to generate sufficient revenue to offset the costs of acquisitions could significantly disrupt its ability to manage acquired business and adversely affect its financial condition and results of operations.
4. Changes in the regulatory environment in which AHEL operates could have a material adverse effect on its business, financial condition, result of operations and prospects. The regulatory and policy environment in which AHEL operates is evolving and subject to change. Such changes may adversely affect its business, results of operations and prospects, to the extent that AHEL is unable to suitably respond to and comply with any changes in applicable law and policy.
5. The Equity Shares of AHEL have never been publicly traded and after the Scheme of Arrangement becoming effective, the Equity Shares may experience price and volume fluctuations, and an active trading market for the Equity Shares may not develop. Further, the price of the Equity Shares may be volatile, and you may be unable to sell the Equity Shares issued pursuant to the Scheme of Arrangement at or above the deemed acquisition cost, or at all.

Summary of Outstanding Litigations, Claims and Regulatory Actions

1. Total number of outstanding litigations against AHEL and amount involved
Nil
2. Brief Details of top 5 material outstanding litigations against AHEL and the amount involved
Nil
3. Regulatory action, if any – disciplinary action taken by SEBI or stock exchanges against the Promoter/ Group Companies in Last 5 financial years including outstanding action*
Nil

** Upon the Scheme of Arrangement becoming effective, the promoters of AHEL shall be identified in accordance with SEBI ICDR Regulations.*

4. Brief details of outstanding criminal proceedings against the promoter*
Nil

**Upon the Scheme of Arrangement becoming effective, the promoters of AHEL shall be identified in accordance with SEBI ICDR Regulations.*

ANY OTHER IMPORTANT INFORMATION OF THE COMPANY

On and from the Effective Date, the name of TAEL shall be struck off from the records of the concerned RoC. Further, the name of AHEL (Anveshan Heavy Engineering Limited) shall be changed to TAEL (The Anup Engineering Limited)

DECLARATION BY THE COMPANY

We hereby declare that all relevant provisions of the Companies Act, 1956 (to the extent applicable), the Companies Act, 2013 and the guidelines/regulations issued by the Government of India or the guidelines/regulations issued by the Securities and Exchange Board of India, established under section 3 of the Securities and Exchange Board of India Act, 1992, as the case may be, have been complied with and no statement made in this Abridged Prospectus is contrary to the provisions of the Companies Act, 1956, the Companies Act, 2013, the Securities and Exchange Board of India Act, 1992 or rules made or guidelines or regulations issued there under, as the case may be. We further certify that all statements in the Abridged Prospectus are true and correct.

Date: March 09, 2018

Place: Ahmedabad

ANUP

THE ANUP ENGINEERING LIMITED

Please see below the applicable information pertaining to The Anup Engineering Limited (the “Company”) in accordance with circular no. CFD/DIL3/CIR/2017/21, dated March 10, 2017, issued by the Securities and Exchange Board of India (“SEBI”)

The Anup Engineering Limited (“TAEL”)

Corporate Identification Number: U99999GJ1962PLC001170

Registered: Behind 66 KV Elec. Sub-Station, Odhiv Road, Ahmedabad-382415.

Tel: 07922872823/07922870622; **Fax:** 07922870642; **Website:** www.anupengg.com

Contact Person: Rakesh Poddar, Company Secretary

Email: rakesh.poddar@arvind.in

Promoter of TAEL*: Arvind Limited, Aura Securities Private Limited, Sanjaybhai Shrenikbhai Lalbhai, Jayshreeben Sanjaybhai Lalbhai, Kulin Sanjaybhai, Samvegbhai Arvindbhai, Snehalben Samvegbhai Lalbhai, Sheth Narottam Bhai Lalbhai, Hansaben Nirjanbhai Lalbhai, Smt. Vimla Siddharth, Rajivbhai Chinubhai Lalbhai, Arun P Sheth, Shri Shripal Chinubhai Sheth, Sarojben B Sheth, Mrs. Indraben Pratapsinh Sheth, Ayojan Holdings Private Limited, Aegis Investments Limited, Aagam Holding Private Limited.

** On and from the Effective Date, TAEL shall stand dissolved and the name of AHEL shall stand changed to TAEL.*

CONSIDERATION UNDER THE COMPOSITE SCHEME OF ARRANGEMENT AND LISTING DETAILS

Pursuant to the composite Scheme of Arrangement amongst Arvind Limited (“AL”), Arvind Fashions Limited (“AFL”), Anveshan Heavy Engineering Limited (“AHEL”) and TAEL and their respective shareholders and Creditors in connection with amalgamation of TAEL into AHEL (the “Scheme of Arrangement”), each shareholder of TAEL shall be issued 7 Equity Share of face value of Rs. 10 each of AHEL (the “Equity Share”) for every 10 fully paid up equity share(s) of Rs. 10 each of AHEL held by such shareholder as on the record date to be determined in accordance with the Scheme of Arrangement.

DETAILS OF MERCHANT BANKER, REGISTRAR AND STATUTORY AUDITOR

MERCHANT BANKER

YES Securities (India) Limited

IFC, Tower 1&2, Unit 602 A, 6th Floor

Senapati Bapat Marg

Elphinstone Road

Mumbai 400 013

Tel: +91 22 3012 6919

Fax: +91 22 2421 4508

E-mail: chandresh.sharma@yesscuritiesltd.in

Website: www.yesinvest.in

SEBI Registration Number: MB/INM000012227

REGISTRAR

Link Intime India Private Limited,

C 101, 247 Park,
L B S Marg, Vikhroli West
Mumbai - 400083,
Maharashtra

Tel: +91 22 4918 6200

Fax: +91 22 4918 6195

Investor Grievance e-mail: ahmedabad@linkintime.co.in

Website: www.linkintime.co.in

Contact Person: R Chandra Sekher

SEBI Registration Number: INR000004058

STATUTORY AUDITOR

Sorab S. Engineer & Co.,

902, Raheja Centre,
Free Press Journal Marg,
Nariman Point, Mumbai – 400 021
Contact Person: Mr. Shreyas Choksi
Phone: +91 22 2282 4811
Fax: +91 22 2204 0861
E-mail: sbchoksi@ssesco.in
Firm Registration no. 110417W
Peer Review certificate no. 001982

DETAILS OF PROMOTER OF TAEL*:

AL is the ultimate promoter of TAEL. AL is a public listed company incorporated on June 01, 1931 under the provisions of the Companies Act, 1913. The Corporate Identification Number of AL is L17119GJ1931PLC000093. The registered office of AL is situated at Naroda Road, Ahmedabad - 380025. The equity shares of the AL are listed on BSE Limited and the National Stock Exchange of India Limited.

AL was originally incorporated for manufacturing and marketing of textile products. Over the years, it has grown and diversified in several distinct business activities through different undertakings, namely (i) Textiles business comprising of manufacturing of yarn, denim, shirting and knit fabrics, garments, and technical textiles; (ii) Branded Apparel Undertaking consisting of branded apparel, accessories and customised clothing business; and (iii) Engineering Undertaking consisting of manufacturing of critical process engineering equipment.

The details of the other promoters of TAEL are set out in the table below:

Name of the Promoter	Shares held in TAEL	% of issued, subscribed and paid-up equity share capital of TAEL
Aura Securities Pvt. Ltd.	17,560	0.13
Sanjaybhai Shrenikbhai Lalbhai	1,950	0.01
Jayshreeben Sanjaybhai Lalbhai	7,160	0.05
Kulin Sanjaybhai	2,800	0.02
Samvegbhai Arvindbhai	12,600	0.09
Snehalben Samvegbhai Lalbhai	10,000	0.07
Sheth Narottam Bhai Lalbhai	22,760	0.17

Name of the Promoter	Shares held in TAEI	% of issued, subscribed and paid-up equity share capital of TAEI
Hansaben Nirjanbhai Lalbhai	3,520	0.03
Smt. Vimla Siddharth	1,440	0.01
Rajivbhai Chinubhai Lalbhai	16,000	0.12
Arun P Sheth	18,200	0.13
Shri Shripal Chinubhai Sheth	9,600	0.07
Sarojben B Sheth	5,320	0.04
Mrs. Indraben Pratapsinh Sheth	1,400	0.01
Ayojan Holdings Pvt. Ltd.	25,000	0.18
Aegis Investments Ltd	12,240	0.09
Aagam Holding Pvt. Ltd	720	0.01

Name of the Listed Group Companies of TAEI*: **Arvind Limited & Arvind Smartspaces Limited**

* On and from the Effective Date, TAEI shall stand dissolved and the name of the AHEL shall stand changed to TAEI.

BUSINESS OVERVIEW AND STRATEGY OF TAEI

The Memorandum of Association of TAEI authorizes it to undertake the following activities:

TAEI is in the business of manufacturing, fabricating, altering, marketing, buying, selling, dealing in all kinds of centrifuges, water softening plants, pumps, dryers and other plants and apparatus. Pursuant to the Scheme of Arrangement becoming effective, TAEI shall stand dissolved without winding up. On and from the Effective Date, the name of the TAEI shall be struck off from the records of the concerned RoC.

BOARD OF DIRECTORS

Set forth below are the details regarding the Board of Directors of TAEI as on date:

Sr. No.	Name of the Director	Designation	Experience including other directorships
1.	Sanjaybhai Shrenikbhai Lalbhai	Director	Mr. Sanjay Lalbhai is the Chairman and Managing Director of Arvind Ltd. He has overall experience of more than 35 years in textile industry. Other than TAEI, he holds directorships/ partnerships in: 1. Arvind Limited 2. Arvind Fashions Limited 3. Animesh Holdings Private Limited 4. Arvind Lifestyle Brands Limited 5. Adani Ports and Special Economic Zone Limited 6. Arvind Smartspaces Limited 7. Arvind Foundations 8. Aura Business Ventures LLP 9. Anveshan Heavy Engineering Limited
2.	Jayesh Kantilal Shah	Director	Mr. Jayesh Shah is Executive Director and CFO of our holding Company (Arvind Limited). He is a

Sr. No.	Name of the Director	Designation	Experience including other directorships
			<p>Member of the Governing Council of Ahmedabad Management Association. He is Associate member of ICAI and a Commerce Graduate from Gujarat University. Other than TAEL, he holds directorships in:</p> <ol style="list-style-type: none"> 1. Arvind Foundation 2. Arvind Lifestyle Brands Limited 3. Centerac Emarket Places Private Limited 4. Aura Business Enterprise Private Limited 5. Arvind Internet Limited 6. Arvind Products Limited 7. Arvind Garments Park Private Limited 8. Arvind Goodhill Suit Manufacturing Private Limited 9. Amplus Capital Advisors Private Limited 10. Firenze Propertiesandinvestments Private Limited 11. Arvind Pd Composites Private Limited 12. E-Infochips Limited 13. Calvin Klein Arvind Fashion Private Limited 15. Arvind Limited 16. Arvind Fashions Limited
3.	Samvegbhai Arvindbhai Lalbhai	Director	<p>Mr. Samvegbhai Arvindbhai Lalbhai is a director of company since 18.10.1995. He is managing director of Atul Limited. He is past president of Ahmedabad Textile Mills Association and Gujarat Chamber of Commerce and Industry. Other than TAEL, he holds directorships/ partnerhips in:</p> <ol style="list-style-type: none"> 1. Arvind Products Limited 2. Saumya Farms And Organic Products Private Limited 3. Sneh Farms Private Limited 4. Arvind Farms Pvt Limited 5. Bengal Tea & Fabrics Limited 6. Atul Limited 7. National Design Business Incubator 8. Sneh Farms LLP 9. Aharabal Investment And Trading LLP 10. Kongposh Investment and Trading LLP 11. Sangarmal Investment and Trading LLP 12. Samveg Tradecom LLP
4.	Bhupendra Mangaldas Shah	Director	<p>Mr. B M Shah is Working as Registrar and CFO at Ahmedabad University since April 2009. Also holding the charge of Director at Ahmedabad Education Society. He holds M.Com. LL.B., F.C.A. He is Associated with CSR of Lalbhai Group for more than 10 years as Executive Director of Narottam Lalbhai Rural Development Fund. Also advising two other NGOs of the Group as the Trustee of SHARDA Trust and Chandraprasad Desai Memorial Foundation which are engaged in the field</p>

Sr. No.	Name of the Director	Designation	Experience including other directorships
			<p>of providing help and support to urban poor through education, vocational training and health improvement programme. Other than TAEI, he holds directorships in:</p> <ol style="list-style-type: none"> 1. Pinnacle Shares Registry Private Limited 2. Wellcrow Photogears Private Limited 3. Cresque Design Private Limited 4. Ahmedabad University Support Foundation 5. AIC-LMCP Foundation
5.	Kamal Singal	Director	<p>Mr. Kamal Singal, is the Managing Director & Chief Executive Officer of the Arvind SmartSpaces Limited (formerly Arvind Infrastructure Limited). He holds an Executive Post Graduate Diploma in Management (EPGM) from Indian Institute of Management, Indore. He has been associated with Lalbhai Group since 2001 in various capacities. Prior to joining Lalbhai group, he worked for 9 years in different capacities in DCM Textiles Limited. Other than TAEI, he holds directorships/ partnerships in:</p> <ol style="list-style-type: none"> 1. The Anup Engineering Limited 2. Arvind Smartspaces Limited 3. Arvind Herbal Homes Private Limited 4. Kausalya Realterve LLP 5. Arvind Infrabuild LLP 6. Karnavati Infracon LLP 7. Arvind Infracon LLP
6.	Punit Sanjay Lalbhai	Director	<p>Mr. Punit Lalbhai has done his Masters in Environmental Science from Yale University, USA. He has a Bachelor's degree in Conservation Biology from University of California He is also deeply involved in sustainability conservation. Other than TAEI, he holds directorships in:</p> <ol style="list-style-type: none"> 1. Arvind Limited 2. Confederation Of Indian Textile Industry 3. Arvind Envisol Limited 4. Arvind Pd Composites Private Limited 5. Arvind Og Nonwovens Private Limited 6. Arvind Internet Limited 7. Heartfulness Institute 8. Arvind Transformational Solutions Private Limited 9. Anveshan Heavy Engineering Limited

DETAILS AND REASONS FOR NON-DEPLOYMENT OR DELAY IN DEPLOYMENT OF PROCEEDS OR CHANGES IN UTILIZATION OF ISSUE PROCEEDS OF PAST PUBLIC ISSUES, IF ANY, OF AFL IN THE PRECEDING 10 YEARS:

TACL is an unlisted Public company and the equity shares of The Anup Engineering Limited were voluntarily delisted from Ahmedabad Stock Exchange Limited (“ASEL”) vide ASEL letter dated June 15, 2015 w.e.f. June 17, 2015.

Capital Structure of TACL (Pre-Scheme)

Sr. No.	Particulars	Description of Equity Shares
1	Authorized share capital	15,000,000 Equity Shares of Rs. 10 each
2	Issued, subscribed and paid-up equity share capital	13,600,000 Equity Shares of Rs. 10 each

SHAREHOLDING PATTERN OF TACL PRE SCHEME*

Sr. No.	Particulars	Number of Equity Shares prior to Scheme of Arrangement becoming effective	% of holding prior to Scheme of Arrangement becoming effective	Number of Equity Shares post to Scheme of Arrangement becoming effective	% of holding post to Scheme of Arrangement becoming effective
1.	Promoter*	1,28,91,590	94.79	-	-
2.	Public	7,08,410	5.21	-	-
	Total	1,36,00,000	100	-	-

* On and from the Effective Date, TACL shall stand dissolved and the name of the AHEL shall stand changed to TACL.

AUDITED FINANCIALS

Standalone Financial Information

Particulars (in Rs. Crores)	As on and for the 9 months period ended on December 30, 2017	FY 2017 (IND AS)	FY 2016 (IND AS)	FY 2015 (IGAAP)	FY 2014 (IGAAP)	FY 2013 (IGAAP)
Total income from Operations (net)	139.71	179.35	133.72	135.98	104.60	73.45
Net Profit/(Loss) before tax and extraordinary items	27.80	49.04	36.62	27.51	17.35	7.00
Net Profit/(Loss) after tax and extraordinary items	18.18	31.83	23.43	18.15	11.26	4.94
Equity Share Capital	13.60	13.60	3.40	3.40	3.40	3.40
Reserves and Surplus	173.23	155.06	133.46	63.67	45.67	34.41
Net Worth	186.83	168.66	136.86	67.07	49.07	37.81
Basic and Diluted Earnings per Shares (in Rs.)	***13.37	*23.40	68.91	53.38	33.11	14.53
Return on Net Worth (%)	9.73	18.87	17.12	27.06	22.95	13.07
Net Asset Value Per Share (in Rs.)	137.38	**124.01	402.53	197.26	144.32	111.21

- * After sub-division and issue of Bonus shares
- ** After sub-division and issue of Bonus shares
- *** Not Annualized

Risk Factors

The below mentioned risks are top risks applicable to TAEI.

1. The Scheme of Arrangement is subject to approval of (i) shareholders of AL, AFL, AHEL & TAEI; (ii) sanction by the National Company Law Tribunal in accordance with Section 230-232 of the Companies Act, 2013; (iii) in-principal and final approvals from the Stock Exchanges for listing and trading of Equity Shares.

Further, on and from the Effective Date, TAEI shall stand dissolved and the name of the AHEL shall stand changed to TAEI

Summary of Outstanding Litigations, Claims and Regulatory Actions

1. Total number of outstanding litigations against TAEI and amount involved

23 Cases involving total amount of Rs.27 lacs

2. Brief Details of top 5 material outstanding litigations against TAEI and the amount involved

NIL

3. Regulatory action, if any – disciplinary action taken by SEBI or stock exchanges against the Promoter/ Group Companies in Last 5 financial years including outstanding action

NIL

4. Brief details of outstanding criminal proceedings against the promoter

NIL

ANY OTHER IMPORTANT INFORMATION OF THE COMPANY

Upon the Scheme becoming effective, the TAEI shall stand dissolved without winding up. On and from the Effective Date, the name of TAEI shall be struck off from the records of the concerned RoC.

Pursuant to the scheme of arrangement, TAEI will amalgamate into AHEL and the name of AHEL (Anveshan Heavy Engineering Limited) shall be changed to TAEI (The Anup Engineering Limited)

DECLARATION BY THE COMPANY

We hereby declare that all relevant provisions of the Companies Act, 1956 (to the extent applicable), the Companies Act, 2013 and the guidelines/regulations issued by the Government of India or the guidelines/regulations issued by the Securities and Exchange Board of India, established under section 3 of the Securities and Exchange Board of India Act, 1992, as the case may be, have been complied with and no statement made in this Abridged Prospectus is contrary to the provisions of the Companies Act, 1956, the Companies Act, 2013, the Securities and Exchange Board of India Act, 1992 or rules made or guidelines or regulations issued there under, as the case may be. We further certify that all statements in the Abridged Prospectus are true and correct.

Date: March 09, 2018

Place: Ahmedabad

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
BENCH AT AHMEDABAD
CA(CAA) No. 26/NCLT/AHM/2018**

In the matter of The Companies Act, 2013;
And
In the matter of Sections 230 to 232 read with section 66 and other applicable provisions of The Companies Act, 2013;
And
In the matter of The Anup Engineering Limited;;
And
In the matter of The Composite Scheme of Arrangement involving Demerger, amalgamation and restructure of Capital amongst Arvind Limited, Arvind Fashions Limited, Anveshan Heavy Engineering Limited and The Anup Engineering Limited and their respective Shareholders and Creditors.

The Anup Engineering Limited.

(having CIN U99999GJ1962PLC001170).
A company incorporated under the provisions of Companies Act, 1956 and having its registered office at Behind 66 KV Electric Sub-Station, Odhav Road, Ahmedabad 382415 in the State of Gujarat;

Applicant Transferor Company

FORM OF PROXY

I, the undersigned, the Equity shareholder of The Anup Engineering Limited, do hereby appoint Mr./Ms. _____ of _____ and failing him/her Mr./Ms. _____ of _____ as my Proxy to act for me at the meeting of the Equity shareholders of the Applicant Company to be held on Saturday, the 12th day of May, 2018 at 11.00 a.m., at J.B. Auditorium, Ahmedabad Management Association Complex, ATIRA Road, Ahmedabad-380 015, in the state of Gujarat; for the purpose of considering, and if thought fit, approving, with or without modification(s), the said Composite Scheme of Arrangement involving Demerger, amalgamation and restructure of Capital amongst Arvind Limited, Arvind Fashions Limited, Anveshan Heavy Engineering Limited and The Anup Engineering Limited and their respective Shareholders and creditors ("Scheme"), and at such meeting and any adjournment/adjournments thereof, to vote, for me and in my name _____ (here, "if for" insert "for", "if against" insert "against" and in the latter case, strike out the words below after "Scheme") the said Scheme either with or without modification(s) as my proxy may approve.

Dated this _____ day of _____ 2018

Name: _____

Address: _____

No. of Shares held: _____

DP Id. _____ Client ID _____ Folio No. _____

Signature _____

Affix Re.1
revenue
stamp

Signature of Proxy _____

THE ANUP ENGINEERING LIMITED

Regd. Office: Behind 66 KV Electric Sub-Station, Odhav Road, Ahmedabad-382 415, Gujarat, India
CIN U99999GJ1962PLC001170

**EQUITY SHAREHOLDERS
ATTENDANCE SLIP**

PLEASE FILL THIS ATTENDANCE SLIP AND HAND IT OVER AT THE ENTRANCE OF THE MEETING HALL.

DPID* _____ Client ID* _____ Folio No. _____ No of Share(s) held _____

NAME AND ADDRESS OF THE EQUITY SHAREHOLDER/PROXY HOLDER: _____

I hereby record my presence at the Meeting of Equity Shareholders of The Anup Engineering Limited convened pursuant to the Order dated 16th March, 2018 of the NCLT on Saturday, the 12th day of May, 2018 at 11.00 a.m. at J.B. Auditorium, Ahmedabad Management Association Complex, ATIRA Road, Ahmedabad-380 015, Gujarat, India.

SIGNATURE OF THE EQUITY SHAREHOLDER OR PROXY: _____

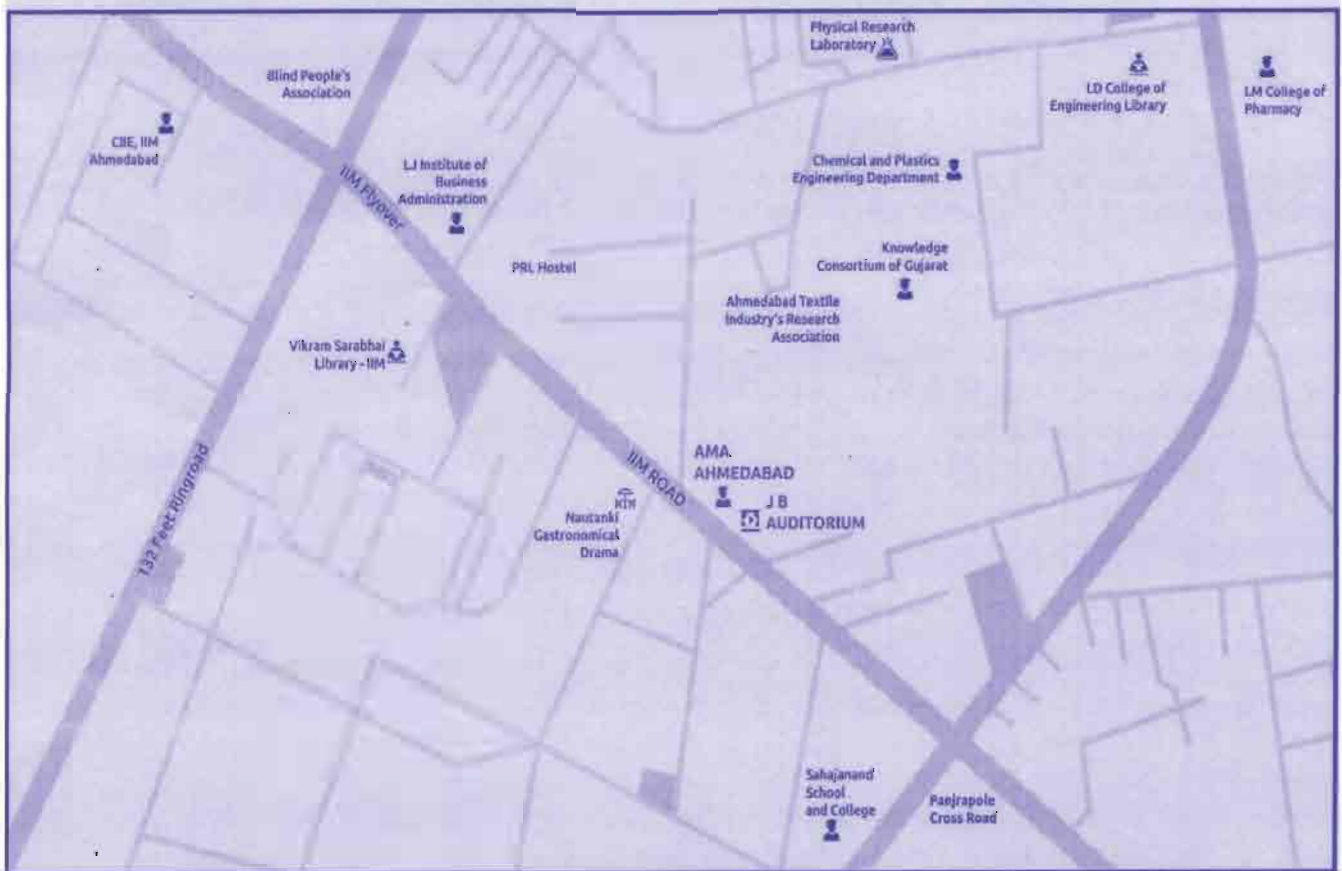
Notes:

1. The Form of Proxy must be deposited at the registered office of the Applicant Company at Behind 66 KV Electric Sub-Station, Odhav Road, Ahmedabad-382 415, not less than 48 (forty eight) hours before the scheduled time of the commencement of the aforesaid meeting.
2. If you are a body corporate, a copy of the Resolution of the Board of Directors or the governing body authorizing such person to act as its representative/proxy at the meeting and certified to be a true copy by a Director, the manager, the secretary or any other authorised officer of such body corporate be lodged with the company at its registered office not later than 48 (forty eight) hours before the meeting.
3. A proxy need not be an Equity shareholder of The Anup Engineering Limited.
4. All alterations made in the Form of Proxy should be initialed.
5. Please affix appropriate revenue stamp before putting signature.
6. In case of multiple proxies, the proxy later in time shall be accepted.

**Notes:**

1. *Applicable for investors holding shares in dematerialized form.
2. Shareholders who come to attend the meeting are required to bring with them copy of the Scheme of Arrangement.

Route Map for the venue of the meeting, J. B. Auditorium Ahmedabad Management Association (AMA), Ahmedabad



If undelivered please return to:

THE ANUP ENGINEERING LIMITED

CIN : U99999GJ1962PLC001170

Registered Office : Behind 66 KV Electric Sub-Station, Odhav Road,
Ahmedabad-382 415, Gujarat, India

Tel No. +91-79-40258900 Website www.anupengg.com Email : rakesh.poddar@arvind.in