



**CIN: L40103GI2012PLC072005**

**Date: 31/10/2023**

**To,**  
**The Manager,**  
Listing Department  
**National Stock Exchange (NSE),**  
Exchange Plaza,  
Plot no. C/1, G Block,  
Bandra Kurla Complex  
Bandra (East),  
Mumbai - 400 051.

**Company Symbol: FELIX**

**Subject: Intimation under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 regarding Joint Venture Agreement.**

**Dear Sir/ Madam,**

With reference to subject matter and in furtherance to outcome of the Board Meeting dated 30<sup>th</sup> October, 2023, we would like to inform that the Company has entered into Joint Venture Agreement ("JVA") with Mr. Divyanshu Varma to form a Joint Venture Company ("JVC") viz. M/s. Rivita solutions Private Limited.

The details as required under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated 13<sup>th</sup> July, 2023 is given in Annexure 'A' attached to this letter.

The Board meeting commenced at 5.45 p.m. and concluded at 6.50 p.m.

Kindly take the same on your record.

Thanking you,

Yours faithfully,

**FOR FELIX INDUSTRIES LIMITED**

**Hena Harshal Shah**  
**Company Secretary & Compliance Officer**  
**(F-12582)**



**Annexure-A**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Information to be disclosed</b>
a.	Name(s) of parties with whom the agreement is entered.	A Joint Venture Agreement was entered on 30 <sup>th</sup> October, 2023 between Mr. Divyanshu Varma ("First party"), and Felix Industries Limited ("the Company", "Second party").
b.	Purpose of entering into the agreement	First party and Second party decided to convert Rivita Solutions Private Limited, a Company incorporate under the provisions of the Companies Act, 2013 as Joint Venture Company (JVC) to carry out projects of ONGC in India and First Party and Second Party shall become the Joint Venture Partners of the JVC
c.	Shareholding, if any, in the entity with whom the agreement is executed	Not Applicable
d.	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	<p><u>Right to appoint Directors:</u> Each JV Party has right to appoint one Director on the Board of JVC;</p> <p><u>Share Capital:</u> Each JV Party has shareholding in the ratio of 50%. The ratio will remain in same proportion as and when the JVC will issue fresh shares.</p> <p><u>Right to restrict any change in capital structure:</u> The JV parties shall not be entitled to transfer /sell any of the shares held by it/them in JVC except in accordance with the provisions of clause mentioned in the JV Agreement.</p> <p><u>Reserved Matters</u> The JVC shall not directly or indirectly approve and/or take up any action and/ or matters reserved listed in Schedule of JV Agreement without having first received prior written consent of the Second Party of the Agreement.</p>
e.	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	No
f.	whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length	No
g.	in case of issuance of shares to the parties, details of issue price, class of shares issued;	Not Applicable
h.	any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc	Not Applicable

**FOR FELIX INDUSTRIES LIMITED**

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**Hena Harshal Shah**  
**Company Secretary & Compliance Officer**  
**(F-12582)**