Minda Industries Ltd.

UNO MINDA
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Ref. No. Z-IV/R-39/D-2/NSE/207 & 174
Date : 01/04/2021

National Stock Exchange of India Ltd. Listing Deptt., Exchange Plaza, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051	BSE Ltd. Regd. Office: Floor - 25, Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai-400 001.
NSE Scrip: MINDAIND	BSE Scrip: 532539

Sub:
1) Disclosure under Regulation 30 of SEBI (LODR) Regulations 2015
2) Outcome of the meeting of Board Committee
3) Fixing of Record Date
4) Composite Scheme of Amalgamation amongst Harita Limited (Transferor Company 1), Harita Venu Private Limited (Transferor Company 2), Harita Cheema Private Limited (Transferor Company 3), Harita Financial Services Limited (Transferor Company 4) and Harita Seating Systems Limited (Transferor Company 5) with Minda Industries Limited (Transferee Company).

Dear Sirs,

This is to inform that the meeting of the Committee of the Board of Directors of the company held today i.e. 1st April, 2021, commenced from 4.30 p.m. and concluded at 4.50 p.m., wherein the Committee has approved the following matter(s) unanimously in connection with the aforesaid composite scheme of amalgamation:

1) The certified true copy of the merger order dated 1st February,2021, issued to the Company on 12 March, 2021 by the Hon'ble NCLT, New Delhi has been filed with the Registrar of Companies, NCT of Delhi & Haryana today i.e. 01 April, 2021. Accordingly, 01 April, 2021 will be the Effective Date and Record Date 1, as per the Scheme. Committee of the Board considered and noted the same.

2) Committee of the Board adopted Thursday, **15 April, 2021 as the "Record Date 2"**, fixed by the Board of Harita Seating Systems Limited (HSSL) at their meeting held on 31 March, 2021, for identifying eligible shareholders of HSSL to get the securities of Minda Industries Limited (the Transferee Company), pursuant to the Scheme.

   In accordance with the Scheme, the company will issue and allot the securities, as stated below, to those shareholders of the transferor company 5, whose names would appear in the register of members as on the aforesaid Record Date 2 :-

   152 (one hundred fifty two) fully paid equity shares of INR 2 (Indian Rupees two) each of the Transferee Company for every 100 (One Hundred) fully paid up equity share(s) of INR 10 (Indian Rupees ten) each held in Transferor Company 5 by the Eligible Members;

   OR

   4 (Four) 0.01% fully paid up Non- Convertible Redeemable Preference Shares of INR 100 (Indian Rupees One hundred) each at price of INR 121.25 (Indian Rupees One Hundred Twenty One and paise twenty five) of the Transferee Company for every 1 (One) fully paid equity share of INR 10 (Rupees ten) each of the Transferor Company 5 held by the Eligible Members.

Contd...P/2

3) The Election Notice 1, to be issued to the shareholders of the aforesaid transferor companies 1 to 4 and Election Notice 2, to be issued to the shareholders of transferor company 5, approved by the Committee of the Board.

Further, we are also enclosing herewith the documents / details, as per the checklist of the exchanges regarding intimation of the "Record Date", in the case of the aforesaid Scheme.

This is for your information and records please.

Thanking you,

Yours faithfully,
For Minda Industries Ltd.

Tarun Kumar Srivastava
Company Secretary & Compliance Officer

Encl: As above.

NSE Checklist for Intimation of Record date in case of Scheme of Arrangement

General Instructions:

Once the Company submits an intimation for Record date, Exchange would seek documents as per the checklist from the Company. At present, the documents are required to be submitted through email in response to the email sent by the Exchange.

Documents to be submitted to the Exchange at the time of Intimation of Record date in case of Scheme of Arrangement:

Sr. No.	List of documents	Yes/ No/ Not Applicable
1	Notice of Record Date ~~/ Book Closure~~	Yes – Enclosed as **A 1**
2	A brief note on the Scheme of Arrangement	Yes - Enclosed as **A 2**
3	Certified true copy of the NCLT Order	Yes - Enclosed as **A 3**
4	Certified true copy of the Scheme	Yes - Enclosed as **A 4**
5	An undertaking regarding the Changes in ISIN, if any	Yes - Enclosed as **A 5**
6	Confirmation on the Compliance with the Observation Letter issued by the Exchange – **As per Annexure 1**	Yes - Enclosed as **A 6**
7	Details of pre and post net worth and share capital certified by Practicing Chartered Accountant **(As per Annexure 2)** (Applicable only if the company is under F&O segment)	Not Applicable since the Company is not under F&O segment

For **Minda Industries Limited**

Tarun Kumar Srivastava
Company Secretary and Compliance Officer
Date: 1st April, 2021

Note:

1. All documents to be dated, duly signed and stamped. Name and Designation to be mentioned of all Signing Authorities
2. Exchange reserves right to call for original documents at any time in the future.
3. The Exchange may ask additional documents depending on the nature of case.

A 2

BRIEF NOTE ON THE SCHEME OF ARRANGEMENT

Capitalised terms not defined and used herein shall have their meaning ascribed to them under the Composite scheme of amalgamation of Harita Limited (Transferor Company 1) and Harita Venu Private Limited (Transferor Company 2) and Harita Cheema Private Limited (Transferor Company 3) and Harita Financial Services Limited (Transferor Company 4) and Harita Seating Systems Limited (Transferor Company 5) with Minda Industries Limited (Transferee Company) ("Scheme of Arrangement")

S.No	Particulars	Details
1.	Name of the entity (ies) forming part of the arrangement	Harita Limited (Transferor Company 1) and Harita Venu Private Limited (Transferor Company 2) and Harita Cheema Private Limited (Transferor Company 3) and Harita Financial Services Limited (Transferor Company 4) and Harita Seating Systems Limited (Transferor Company 5) with Minda Industries Limited (Transferee Company/the Company)
2.	Parts of the Scheme of Arrangement	The Scheme of Arrangement provides for: 1. Amalgamation of the Transferor Company 1, Transferor Company 2, Transferor Company 3 and Transferor Company 4 with the Transferee Company and the consequent issue of equity shares or non-convertible redeemable preference shares by the Company in the manner set out in this Scheme; and 2. Immediately upon implementation of (i) above, amalgamation of the Transferor Company 5 with the Transferee Company and the consequent issue of equity shares or non-convertible redeemable preference shares by the Company in the manner set out in this Scheme. 3.
4.	Rationale for amalgamation/ merger	1. Both Transferor Company 5 and Transferee Company are engaged in auto component business; 2. Transferor Company 5 is a manufacturer of automotive products viz., seating systems catering to the needs of vehicle

MINDA INDUSTRIES LIMITED Delhi

S Rivastava

S.No	Particulars	Details
		manufacturers. It has good capabilities in managerial, engineering and financial areas; 3. The Transferee Company desires to expand its business in automotive components and this amalgamation would lead to improved customer connect and enhanced market share across product segments relating to auto sector; 4. The Transferor Company 5's products like Seating Systems will synergize well with the product groups of the Transferee Company; 5. Transferee Company in creation of platform for a new business / product and to act as a gateway for growth and will ensure better operation management and expansion of business operations; 6. By this amalgamation and through enhanced base of product offerings, the Transferee Company would serve as One-stop solution for wide range of components/ products to the original equipment manufacturers (OEMs) and others; 7. The merger of Transferor Company 1 to Transferor Company 4 with the Transferee Company will ensure simplification of the holding structure of the Transferee Company after the amalgamation; 8. The proposed amalgamation of the Transferor Company 5 with the Transferee Company in accordance with this Scheme would enable companies to realise benefits of greater synergies between their businesses and avail of the financial, managerial, technical, distribution and marketing resources of each other towards maximising stakeholder value; 9. Synergy of operations will result in incremental benefits through sustained availability and better procurement terms of components, pooling of resources in manufacturing, engineering, manpower and other infrastructure, thus leading to better utilisation and avoidance of duplication;

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S.No	Particulars	Details
		10. Creation of focused platform for future growth of the Transferee Company being engaged, among other things, in the business of manufacturing auto components; 11. Improvement in competitive position of the Transferee Company as a combined entity and also achieving economies of scale including enhanced access to marketing networks/customers; 12. The Scheme enables the Transferee Company to have control over the operations of the Transferor Company 5; and 13. The Scheme shall not in any manner be prejudicial to interest of the concerned shareholders, creditors or general public at large.;
5.	Share exchange ratio/ Consideration under the Scheme of Arrangement	Consideration to be issued to the shareholders of the Company at their option- 152 (one hundred fifty two) fully paid equity share of INR 2 (Indian Rupees two) each of the Transferee Company for every 100 (one hundred) fully paid up equity shares of INR 10 (Indian Rupees ten) each of the Transferor Company 5 held by the said Eligible Member **OR** 4 (Four) 0.01% fully paid-up Non-Convertible Redeemable Preference Share of INR 100 (Indian Rupees One hundred) each at price INR 121.25 (Indian Rupees one hundred twenty one and twenty five Paisa) of the Transferee Company for every 1 (one) fully paid equity share of INR 10 (Indian Rupees ten) each of the Transferor Company 5 held by the said Eligible Member.
6.	Other information	Subject to approval of SEBI and Stock Exchanges, post implementation, equity shares of the Company, issued as consideration, will be listed on BSE and NSE. The Non-convertible redeemable preference shares of the Company shall not be listed on Stock Exchanges.

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S.No	Particulars	Details
		The appointed date for the amalgamation of Minda Industries Limited with the Company is 1st April 2019. The Transferor Companies have filed e-forms INC-28 with certified copy of the order sanctioning the scheme, with the Registrar of Companies on 26th March, 2021. The Company has filed e-form INC-28 with certified copy of the order sanctioning the scheme, with Registrar of Companies on 1st April 2021. Accordingly, the effective date of the Scheme of Arrangement is 1st April 2021.

For **Minda Industries Limited**

MINDA INDUSTRIES LIMITED Delhi

Tarun Kumar Srivastava
Company Secretary and Compliance Officer

Date: - 1st April, 2021

NATIONAL COMPANY LAW TRIBUNAL

AT NEW DELHI BENCH-VI

CAA- 17/ND/2020

IN THE MATTER OF SCHEME OF AMALGAMATION BETWEEN

M/s Harita Limited

Transferor Company No.1

AND

M/s Harita Venu Private Limited

Transferor Company No.2

AND

M/s Harita Cheema Private Limited

Transferor Company No.3

AND

M/s Harita Financial Services Limited

Transferor Company No.4

AND

M/s Harita Seating Systems Limited

Transferor Company No.5

WITH

M/s Minda Industries Limited

Transferee Company

SECTION OF THE COMPANIES ACT: 230-232

No. 147
Date of Presentation of application for Copy 10/02/2021
No. of Pages 7
Copying Fee 5/-
Registration & Postage Fee
Total 200/-
Date of Receipt
Record of
Date of
Date of
17/02/2021
12/03/2021
Officer
National Company Law Tribunal
New Delhi

Order Delivered on:01.02.2021

National Company Law Tribunal
New Delhi Bench

ORDER

As Per Dr. V.K Subburaj (Member Technical)

1. This Joint application has been filed by the Applicant Companies under sections 230 and 232 of the Companies Act, 2013 read with the Company (Compromises, Arrangements and Amalgamations) Rules, 2016 and the National Company Law Tribunal Rules, 2016, for the purpose of approving the Scheme of Amalgamation, as contemplated between the Transferor Companies with Transferee Company.

2. It is represented that the registered office of the Transferee Company lie within the jurisdiction of this Tribunal.

   Further it is pertinent to mention that the registered offices of all the Transferor Companies are in Chennai. Hence, NCLT Chennai bench has the jurisdiction to entertain the same.

3. A perusal of the petition discloses that the Board of Directors on 14.02.2019 of the Transferor Companies (Applicant Nos.1 to 5) and Transferee Company had jointly filed the first motion application bearing C.A. No. (CAA)130/ND/2019. The Tribunal vide its order dated 24.09.2019 directed to convene the meetings of the equity shareholders, unsecured creditors.

   In compliance with the directions issued by this Tribunal, the Applicant Company has held the meetings as directed on 25.11.2019 and to which effect the Chairperson appointed by this Tribunal has also filed his report, submitting that the proposed Scheme was unanimously approved without modification.

4. The report of the statutory auditors certifying that the Accounting Standards dated 10.07.2019 as required u/s 133 of the Companies Act 2013 had been

adhered to is on record. The Audited Financial Statements for the year 31.03.2019 of the applicant company have been filed.

5. So far as the Share Exchange Ratio is concerned, in terms of the scheme, it has been determined in accordance with the Report on Valuation of Shares & Share Exchange Ratio issued by Bansi S. Mehta & Co.& SSPA & Co., as per the settled principles of valuation viz. based on the net asset value of each company.

6. The applicant company have now initiated the Second Motion. An affidavit dated 19.10.2020 discloses that the petitioners have effected publication in the daily newspapers "Business Standard" in English and "Jansatta" in Hindi, (Delhi Edition) both dated 29.09.2020 inviting objections if any to the proposed Scheme of Amalgamation. The affidavit further discloses that due notice of the proposed scheme had been served on the Registrar of Companies, Regional Director, Northern Region, Income Tax Dept. and the Official Liquidator in compliance with the order of the Tribunal.

Pursuant to the Publication in the daily newspapers, for listing of the matter before this Bench, no objector has appeared before us.

Additionally, it has been deposed that no objection to the proposed Scheme has been received by the applicant companies or their counsel. The replies of the Regional Director, NR, MCA, Report of Official Liquidator as well as the response of the IT Dept. have been placed before us.

7. We have heard the counsels for the petitioners and also considered the representation made by the Regional Director, Northern Region. In the reply filed by the Regional Director (NR), it has been confirmed that the Transferor and Transferee companies are regular in filing their statutory

returns. No prosecution has been filed, no complaints are pending and no inspection or investigation has been conducted in respect of the applicant companies. Further in their report, they have stated that they have no objection to the sanction of the proposed scheme.

8. The Income Tax Department filed its representation with National Company Law Tribunal, New Delhi. The only observation raised by the IT dept is that the petitioner company submits an undertaking in terms of Sec 72(A) to meet the tax liabilities arising out of accumulated loss and deprecation of the amalgamating company. That apart no serious objection against the sanctioning of the Scheme has been raised by the department.

In respect to the compliance of Section 72(A) of the Income Tax Act, 1961, the petitioner company has filed an undertaking vide affidavit dated 12.08.2020 confirming that:

> *"In Compliance of Order dated 31st July, 2020 in CAA 17(ND)2020 issued by the Court VI of this Hon'ble NCLT, New Delhi Tribunal, the transferee Company undertakes hereby, in accordance with Section 72A of the Income Tax Act 1961 that any tax liabilities raising out of the accumulated loss and the unabsorbed deprecation of the Transferor Companies shall be deemed to be the loss or, as the case may be, allowances for unabsorbed depreciation of the Transferee Company for the previous year in which the amalgamation was effected, and further that the Transferee Company shall comply with the requirements set out in Section 72A of the IT Act".*

In view of the submission made and in the interest of the revenue, it is clarified that there shall be no limitation on the power of the Income tax Department for initiation of proceedings and recovery of pending Income Tax dues, including imposition of penalties etc. as provided in law.

9. In view of the foregoing, upon considering the approval accorded by the members and creditors of all companies to the proposed Scheme, and no objections being raised by the office of the Regional Director or the Income Tax Dept, there appears to be no impediment in granting sanction to the Scheme. Consequently, sanction is hereby granted to the Scheme under sections 230-232 of the Companies Act, 2013. The sanctioned Scheme of amalgamation shall be binding on the Transferor and the Transferee Companies and on all their respective shareholders and creditors. The Petitioners shall also be bound to comply with the statutory requirements in accordance with law.

10. Notwithstanding the above, if there is any deficiency found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this court to the scheme will not come in the way of action being taken, albeit, in accordance with law, against the concerned persons, directors and officials of both the petitioner companies.

11. While approving the Scheme as above, we further clarify that this order should not be construed as an order in any way granting exemption from payment of stamp duty, Statutory dues or any other charges, if any, and payment in accordance with law or in respect to any permission/ compliance with any other requirement which may be specifically required under any law.

12. This tribunal doth further order that upon scheme of Amalgamation by way of Merger coming into effect;

National Company Law Tribunal New Delhi Bench

a. That Transferor Companies shall stand dissolved without being wound up.

b. That the entire business, properties and assets of the Transferor companies, be transferred without further act or deed to the Transferee company and accordingly the same shall, pursuant to section 232 of the Act, be transferred to and vest in the Transferee company, but subject nevertheless to all charges now affecting the same;

c. That all the assets and liabilities including Income Tax and all other Statutory dues, if any, of the Transferor companies, be transferred without further act or deed to the Transferee company and accordingly the same shall pursuant to section 232 of the Act, be transferred to and become the liability and duty of the transferee company;

d. All employees of the Transferor Companies in service on the effective date shall become the employees of the Transferee Company on and from such date without any break or interruption in service and upon terms and conditions not less favorable than those subsidiary with the Transferor Company on that date.

e. That all proceedings now pending by or against the transferor companies, be continued by or against the transferee company;

13. That petitioners shall within thirty days of the date of the receipt of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the transferor companies shall be dissolved and the Registrar of Companies shall place all documents relating to the transferor company and registered with them and shall consolidate the files of the companies, is accordingly duly approved and sanctioned in terms of the above.

14. That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary.

15. The petition stands disposed of in the above terms. Let copy of the order be served to the parties.

-Sd-

(Dr. V.K Subburaj)

Member (T)

राष्ट्रीय कम्पनी विधि अधिकरण
National Company Law Tribunal
नई दिल्ली बेंच
New Delhi Bench

-Sd-

(P.S.N Prasad)

Member (J)

No. 147
Date of Presentation
of application for Copy 10/02/2021
No. of Pages 7
Copying Fee 5/-
Registration & Postage Fee
Total ₹ 200/-
Date of Rec[illegible]
Record of C[illegible]
Date of Pre[illegible] 17/02/2021
Date of Deli[illegible] 12/03/2021

DD/DR/AR Court Officer
National Company Law Tribunal
New Delhi

सहायक पंजीयक
ASSISTANT REGISTRAR
राष्ट्रीय कम्पनी विधि अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
C.G.O. COMPLEX, NEW DELHI-110003

COMPOSITE SCHEME OF AMALGAMATION

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

OF

HARITA LIMITED
(Transferor Company 1)

AND

HARITA VENU PRIVATE LIMITED
(Transferor Company 2)

AND

HARITA CHEEMA PRIVATE LIMITED
(Transferor Company 3)

AND

HARITA FINANCIAL SERVICES LIMITED
(Transferor Company 4)

AND

HARITA SEATING SYSTEMS LIMITED
(Transferor Company 5)

WITH

MINDA INDUSTRIES LIMITED
(Transferee Company)

AND

THEIR RESPECTIVE SHAREHOLDERS

HARITA SEATING SYSTEMS LIMITED

MINDA INDUSTRIES LIMITED Delhi

(A) **BACKGROUND OF THE COMPANIES**

1. **Harita Limited**, the "**Transferor Company 1**, is a public company incorporated under the Companies Act, 1956 under corporate identification number U74110TN1995PLC030473 and having its registered office at No.29(8) Haddows Road, Chennai 600 006. The Transferor Company 1 is engaged *inter alia* in the business of making investments.

2. **Harita Venu Private Limited**, the "**Transferor Company 2**", is a company incorporated under the Companies Act, 1956 under corporate identification number U65993TN1981PTC008722 and having its registered office at No.29(8) Haddows Road, Chennai 600 006. The Transferor Company 2 is engaged *inter alia* in the business of making investments. The Transferor Company 2 is also registered with the RBI under Section 45-IA of the Reserve Bank of India Act, 1934 as a non banking financial institution carrying on the business without accepting public deposits.

3. **Harita Cheema Private Limited**, the "**Transferor Company 3**", is a company incorporated under the Companies Act, 1956 under corporate identification number U65993TN1981PTC009001 and having its registered office at No.29(8) Haddows Road, Chennai 600 006. The Transferor Company 3 is engaged *inter alia* in the business of making investments. The Transferor Company 3 is also registered with the RBI under Section 45-IA of the Reserve Bank of India Act, 1934 as a non banking financial institution carrying on the business without accepting public deposits.

4. **Harita Financial Services Limited**, the "**Transferor Company 4**", is a public company incorporated under corporate identification number U67190TN1996PLC035318 and having its registered office at No.29(8) Haddows Road, Chennai 600 006. The Transferor Company 4 is engaged *inter alia* in the business of making investments.

5. **Harita Seating Systems Limited**, the "**Transferor Company 5**" is a public company incorporated under the provisions of the Companies Act, 1956 under corporate identification number L27209TN1996PLC035293, and having its registered office at Jayalakshmi Estates, No.29 (Old no.8), Haddows Road, Chennai, Tamil Nadu, 600 006. The Transferor Company 5 is engaged *inter alia* in the business of providing complete seating solution for driver and cabin seating for commercial vehicles, tractors and construction equipment as well as passenger seats for buses across all segments.

6. **Minda Industries Limited**, the "**Transferee Company**", is a public company incorporated under the provisions of the Companies Act, 1956, under corporate identification number L74899DL1992PLC050333, and having its registered office at B-64/1, Wazirpur Industrial Area, New Delhi – 110 052. The Transferee Company is engaged *inter alia* in the business of auto components and is a leading Tier 1 supplier of proprietary automotive solutions to original equipment manufacturers.

(B) **RATIONALE OF THIS SCHEME**

1. The Transferor Company 5 and Transferee Company are engaged in auto component business;

2. The Transferor Company 5 is a manufacturer of automotive products viz., seating systems catering to the needs of vehicle manufacturers. It has good capabilities in

HARITA SEATING SYSTEMS LIMITED

MINDA INDUSTRIES LIMITED Delhi

managerial, engineering and financial areas;

3. The Transferee Company desires to expand its business in automotive components and this amalgamation would lead to improved customer connect and enhanced market share across product segments relating to the auto sector;

4. The Transferor Company 5's product seating systems will synergize well with the product groups of the Transferee Company;

5. The amalgamation will help the Transferee Company in the creation of a platform for a new business vertical and to act as a gateway for growth. This will ensure better operation management and expansion of business operations;

6. By this amalgamation and through enhanced base of product offerings, the Transferee Company would serve as one-stop solution for wide range of components / products to the original equipment manufacturers and others;

7. The proposed amalgamation of the Transferor Company 5 with the Transferee Company in accordance with this Scheme would enable companies to realise benefits of greater synergies between their businesses and avail of the financial, managerial, technical, distribution and marketing resources of each other towards maximising stakeholder value;

8. Synergy of operations will result in incremental benefits through sustained availability and better procurement terms of components, pooling of resources in manufacturing, engineering, manpower and other infrastructure, thus leading to better utilisation and avoidance of duplication;

9. Creation of focused platform for future growth of the Transferee Company being engaged, among other things, in the business of manufacturing auto components;

10. Opportunities for employees of the Transferee Company and Transferor Company 5 to grow in a wider field of business;

11. Improvement in competitive position of the Transferee Company as a combined entity and also achieving economies of scale including enhanced access to marketing networks/customers;

12. The Scheme enables the Transferee Company to have control over the operations of the Transferor Company 5;

13. The merger of the Transferor Company 1 to Transferor Company 4 with the Transferee Company will ensure simplification of the holding structure of the Transferee Company after the amalgamation; and

14. The Scheme shall not in any manner be prejudicial to the interests of the concerned shareholders, creditors or general public at large.

HARITA SEATING SYSTEMS LIMITED

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(C) **OVERVIEW AND OPERATION OF THIS SCHEME**

This Scheme provides for:

1. Amalgamation of the Transferor Company 1, Transferor Company 2, Transferor Company 3 and Transferor Company 4 with the Transferee Company and the consequent issue of equity shares or non-convertible redeemable preference shares by the Transferee Company in the manner set out in this Scheme; and

2. Immediately upon implementation of (i) above, amalgamation of the Transferor Company 5 with the Transferee Company and the consequent issue of equity shares or non-convertible redeemable preference shares by the Transferee Company in the manner set out in this Scheme.

(D) **PARTS OF THIS SCHEME**

This Scheme is divided into the following parts:

1. **PART** I deals with the definitions of the terms used in this Scheme and share capital details of the Parties (*defined hereunder*);

2. **PART** II deals with the amalgamation of the Transferor Company 1, Transferor Company 2, Transferor Company 3 and Transferor Company 4 with the Transferee Company and issue of consideration thereof;

3. **PART III** deals with the amalgamation of the Transferor Company 5 with the Transferee Company and issue of consideration thereof; and

4. **PART** IV deals with the general terms and conditions that would be applicable to this Scheme.

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) all terms and words not defined in this Scheme shall have the meaning ascribed to them under the relevant Applicable Laws; and (iii) the following expressions shall have the meanings ascribed hereunder:

"**Act**" means the Companies Act, 2013 to the extent of the provisions notified and the Companies Act, 1956 to the extent of its provisions in force and shall include any other statutory amendment or re-enactment or restatement and the rules and/or regulations and/or other guidelines or notifications under law, made thereunder from time to time;

"**Appointed Date**" means 1st April 2019 or such other date as may be fixed by the National Company Law Tribunal(s);

"**Applicable Law**" or "**Law**" means any applicable national, foreign, provincial, local or other law including applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws

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(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) approvals; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Parties as may be in force from time to time;

"**Appropriate Authority**" means:

(a) the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, 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), the RBI (*as defined hereinafter*), SEBI (*as defined hereinafter*) and the Tribunal (*as defined hereinafter*); and

(d) any Stock Exchange.

"**Board**" in relation to the Transferor Companies, Transferor Company 5 and the Transferee 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 under this Scheme or any other matter relating thereto;

"**Business Day**" means a day (other than a Saturday, a Sunday or a public holiday) when commercial banks are open for ordinary banking business in Chennai and Delhi, India;

"**Effective Date**" means the day on which last of the conditions specified in Clause 27 (Conditions Precedent) of this Scheme are complied with or otherwise duly waived. Reference in this Scheme to the date of "**coming into effect of this Scheme**" or "**effectiveness of this Scheme**" shall mean the Effective Date;

"**Eligible Members**" means the shareholders of any of the Transferor Companies and/ or Transferor Company 5 who shall be eligible to receive Securities issued by the Transferee Company as consideration for Part II and / or Part III of this Scheme on the Record Date 1 and / or Record Date 2, as the case maybe.

"**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

HARITA SEATING SYSTEMS LIMITED

MINDA INDUSTRIES LIMITED Delhi

arrangements; or (iv) any agreement to create any of the above; the term "**Encumber**" shall be construed accordingly;

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

"**Non-Convertible Redeemable Preference Shares**" means non-convertible redeemable preference shares issued by the Transferee Company under Clause 10.1.2 and 18.1.2.

"**Parties**" shall mean collectively the Transferor Companies, the Transferor Company 5 and the Transferee Company and "**Party**" shall mean each of them, individually;

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

"**Person**" shall mean any natural person, limited or unlimited liability company, corporation, one person company, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, society, association, any Appropriate Authority or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law;

"**RBI**" shall mean the Reserve Bank of India;

"**Record Date 1**" in relation to Part II means the Effective Date;

"**Record Date 2**" in relation to Part III means a date, which is not later than 10 (Ten) Business Days from the Effective Date, fixed by the Board of the Transferor Company 5 in consultation with the Transferee Company for the purpose of determining the shareholders of the Transferor Company 5 for issue of Securities of the Transferee Company pursuant to this Scheme;

"**RoC**" means the relevant Registrar of Companies having jurisdiction over the Parties 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, constituted under the Securities and Exchange Board of India Act, 1992;

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

"**Securities**" or "**Security**" means the Transferee Company Equity Share(s) and/ or the Non-Convertible Redeemable Preference Share(s), as the case may be.

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

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"**Taxation**" or "**Tax**" or "**Taxes**" means all forms of direct or indirect 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 Transferor Companies or the Transferee Company or any other Person and all surcharges, education cess, 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;

"**Transferee Company**" means Minda Industries Limited, a public listed company incorporated under the provisions of the Companies Act, 1956, under corporate identification number L74899DL1992PLC050333, and having its registered office at B-64/1, Wazirpur Industrial Area, New Delhi – 110 052;

"**Transferee Company New Equity Shares**" means equity shares issued by the Transferee Company under Clause 10.1.1 and 18.1.1.

"**Transferor Companies**" means the Transferor Company 1, Transferor Company 2, Transferor Company 3 and Transferor Company 4, collectively referred together;

"**Transferor Company 1**" means Harita Limited, a public company, incorporated under the provisions of the Companies Act 1956, with corporate identity number U74110TN1995PLC030473 and having its registered office at Office No.29(8), Haddows Road, Chennai, Tamil Nadu 600 006, India;

"**Transferor Company 2**" means Harita Venu Private Limited, a private company, incorporated under the provisions of the Companies Act 1956, with corporate identity number U65993TN1981PTC008722 and having its registered office at Office No.29(8), Haddows Road, Chennai, Tamil Nadu 600 006, India;

"**Transferor Company 3**" means Harita Cheema Private Limited, a private company, incorporated under the provisions of the Companies Act 1956, with corporate identity number U65993TN1981PTC009001 and having its registered office at Office No.29(8), Haddows Road, Chennai, Tamil Nadu 600 006, India;

"**Transferor Company 4**" means Harita Financial Services Limited, a public company, incorporated under the provisions of the Companies Act 1956, with corporate identity number U67190TN1996PLC035318 and having its registered office at Jayalakshmi Estates, Office No.29, (Old No.8), Haddows Road, Chennai 600 006, India;

"**Transferor Company 5**" means Harita Seating Systems Limited, a public listed company incorporated under the provisions of the Companies Act, 1956 under corporate identification number L27209TN1996PLC035293, and having its registered office at Jayalakshmi Estates, No.29 (Old no.8), Haddows Road, Chennai, Tamil Nadu, 600 006; and

"**Tribunal**" means the National Company Law Tribunal having jurisdiction over the Parties, as the case may be.

1.2 In this Scheme, unless the context otherwise requires:

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1.2.1 words denoting the singular shall include the plural and *vice versa* and words denoting any gender shall include all genders;

1.2.2 headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information and convenience only and shall not form part of the operative provisions of this Scheme and shall be ignored in construing the same;

1.2.3 the words "include" and "including" are to be construed without limitation;

1.2.4 reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Scheme;

1.2.5 reference to any law or legislation or regulation shall include amendment(s), circulars, notifications, clarifications or supplement(s) to, or replacement, re-enactment, restatement or amendment of, that law or legislation or regulation and shall include the rules and regulations thereunder;

1.2.6 references to days, months and years are to calendar days, calendar months and calendar years, respectively; 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 Transferor Company 1 as on 31 December 2018 is as follows:

Particulars	INR
Authorised Share Capital	
50,00,000 equity shares of INR 10 each	5,00,00,000
20,00,000 14% Non-cumulative Redeemable Preference shares of INR 10	2,00,00,000
Total	**7,00,00,000**
Issued, Subscribed and Paid-up Capital	
26,90,719 equity shares of INR 10 each	2,69,07,190
Total	**2,69,07,190**

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

2.2 The share capital of the Transferor Company 2 as on 31 December 2018 is as follows:

Particulars	INR
Authorised Share Capital	
46,000 equity shares of INR 10 each	4,60,000
1,000 – 13.5% 'A' Class Preference Shares of INR 10 each	10,000
300 – 13.5% 'B' Class Preference Shares of INR 100 each	30,000
55,000 – 2% 'C' Class Redeemable Preference Shares of INR 10 each	5,50,000
Total	**10,50,000**
Issued, Subscribed and Paid-up Capital	
30,100 equity shares of INR 10 each	3,01,000
Total	**3,01,000**

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

2.3 The share capital of the Transferor Company 3 as on 31 December 2018 is as follows:

Particulars	INR
Authorised Share Capital	
46,000 equity shares of INR 10 each	4,60,000
1,000 – 13.5% 'A' Class Preference Shares of INR 10 each	10,000
300 – 13.5% 'B' Class Preference Shares of INR 100 each	30,000
55,000 – 2% 'C' Class Redeemable Preference Shares of INR 10 each	5,50,000
Total	**10,50,000**
Issued, Subscribed and Paid-up Capital	
30,100 equity shares of INR10 each	3,01,000
Total	**3,01,000**

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid up share capital of the Transferor Company 3 till the date of approval of the Scheme by the Board of the Transferor Company 3.

2.4 The share capital of the Transferor Company 4 as on 31 December 2018 is as follows:

Particulars	INR
Authorised Share Capital	
20,00,000 equity shares of INR 10 each	2,00,00,000
Total	**2,00,00,000**
Issued, Subscribed and Paid-up Capital	
15,00,020 equity shares of INR 10 each	1,50,00,200
Total	**1,50,00,200**

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid up share capital of the Transferor Company 4 till the date of approval of the Scheme by the Board of the Transferor Company 4.

2.5 The share capital of the Transferor Company 5 as on 31 December 2018 is as follows:

Particulars	INR
Authorised Share Capital	
1,00,00,000 equity shares of INR 10 each	10,00,00,000
Total	**10,00,00,000**
Issued, Subscribed and Paid-up Capital	
77,69,040 equity shares of INR 10 each	7,76,90,400
Total	**7,76,90,400**

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid up share capital of the Transferor Company 5 till the date of approval of the Scheme by the Board of the Transferor Company 5.

The equity shares of the Transferor Company 5 are listed on the NSE.

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2.6 The share capital of the Transferee Company as on 31 December 2018 is as follows:

Particulars	INR
Authorised Share Capital	
31,75,00,000 equity shares of INR 2each	63,50,00,000
30,00,000 'A' Class 9% Cumulative Redeemable Preference Shares of INR 10 each	3,00,00,000
1,83,500 'B' Class 3% Cumulative Compulsory Convertible Preference Shares of INR 2,187 each	40,13,14,500
35,00,000 'C' Class 3% Cumulative Redeemable Preference Shares of INR 10 each	3,50,00,000
1,00,00,000 1% Non-Cumulative Fully Convertible Preference Shares of INR 10 each	10,00,00,000
Total	**120,13,14,500**
Issued, Subscribed and Paid-up Capital	
26,22,16,965 equity shares of INR 2 each	52,44,33,930
Total	**52,44,33,930**

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

The equity shares of the Transferee Company are listed on the Stock Exchanges.

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 26 of this Scheme, shall become effective from the Appointed Date, but shall be operative from the Effective Date.

PART II

AMALGAMATION OF THE TRANSFEROR COMPANIES WITH TRANSFEREE COMPANY

4. TRANSFER OF ASSETS AND LIABILITIES

4.1 With effect from the opening of business hours of Appointed Date, 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 Companies 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 Companies 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, the assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Transferee Company by virtue of operation of law, and in the manner provided in this Scheme.

4.2 Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, with effect from the Appointed Date:

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4.2.1 all assets of the Transferor Companies that are movable in nature or are otherwise capable of being transferred by manual delivery or actual and/ or constructive delivery or by paying over or endorsement and/ or delivery, the same may be so transferred and delivered by the Transferor Companies 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;

4.2.2 subject to Clause 4.2.3 below, with respect to the assets of the Transferor Companies, other than those referred to in Clause 4.2.1 above, including all rights, title and interests in the agreements (including agreements for lease or license of the properties) investments in shares, 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 Companies, 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 by operation of law as transmission, as the case may be, in favour of the Transferee Company;

4.2.3 without prejudice to the aforesaid, all the immovable property (including but not limited to the land, buildings, offices, tenancy rights related thereto, and other immovable property, including accretions and appurtenances), whether or not included in the books of the Transferor Companies, whether freehold or leasehold or under a license or permission to use (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 without any act or deed or conveyance being required to done or executed stand transferred to and be vested in the Transferee Company, as successor to the Transferor Companies. It is clarified that with effect from the Effective Date, the Transferee Company shall be liable to pay the rent and taxes and fulfil all obligations in relation to the immovable properties and the relevant owners, licensors and lessors in accordance with the terms of the relevant lease/ license or rent agreements. Further, any security deposits and advance/ prepaid lease/ license fee paid by the Transferor Company with respect to the immovable property shall accrue to the Transferee Company;

4.2.4 all debts, liabilities, duties and obligations (debentures, bonds, notes or other debt securities) of the Transferor Companies 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, the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies, 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 4;

4.2.5 unless otherwise agreed to between the Parties, the vesting of all the assets of the Transferor Companies, 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 the Transferor Companies or part thereof on or over which they are subsisting on and no such

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Encumbrances shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which Transferor Companies are party) related to any assets of the Transferor Companies shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. 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 the Transferee Company shall not extend or be deemed to extend or apply to the assets so vested;

4.2.6 on and from the Effective Date and till such time that the name of the bank accounts of the Transferor Companies 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 Companies in the name of the Transferor Companies 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 Companies 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; and

4.2.7 without prejudice to the foregoing provisions of this Clause 4.2, the Transferor Companies and the Transferee Company shall be entitled to 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 Appropriate Authority or Person, to give effect to the above provisions.

5. **PERMITS**

With effect from the Appointed Date, all the Permits (including the licenses granted by any Governmental, statutory or regulatory bodies) held or availed of by, and all rights and benefits that have accrued to, the Transferor Companies, 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 Appointed Date, the Permits, estates, assets, rights, title, 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 Effective Date and until the Permits are transferred, vested, recorded, effected, and/ or perfected, in the record 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 Companies, 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.

6. **CONTRACTS, DEEDS ETC.**

6.1 All contracts, deeds, bonds, agreements, indemnities, guarantees or other similar rights or entitlements whatsoever, schemes, arrangements and other instruments, rights, entitlements, licenses (including the licenses granted by any Appropriate Authority) for the purpose of carrying on the business of the Transferor Companies, and in relation thereto,

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and those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Transferor Companies, or to the benefit of which the Transferor Companies may be eligible and which are subsisting or having effect immediately before this Scheme coming into effect, shall by endorsement, delivery or recordal or by operation of law pursuant to the order of the Appropriate Authority sanctioning the Scheme, and on this Scheme becoming effective be deemed to be contracts, deeds, bonds, agreements, indemnities, guarantees or other similar rights or entitlements whatsoever, schemes, arrangements and other instruments, Permits, rights, entitlements, licenses (including the licenses granted by any Appropriate Authority) of the Transferee Company. Such properties and rights described hereinabove shall stand vested in the Transferee Company and shall be deemed to be the property and become the property by operation of law as an integral part of the Transferee Company. Such contracts and properties described above shall continue to be in full force and continue as effective as hitherto in favour of or against the Transferee Company and shall be the legal and enforceable rights and interests of the Transferee Company, which can be enforced and acted upon as fully and effectually as if it were the Transferor Companies. Upon this Scheme becoming effective, the rights, benefits, privileges, duties, liabilities, obligations and interest whatsoever, arising from or pertaining to contracts and properties, shall be deemed to have been entered into and stand assigned, vested and novated to the Transferee Company by operation of law and the Transferee Company shall be deemed to be the Transferor Companies' substituted party or beneficiary or obligor thereto. It being always understood that the Transferee Company shall be the successor in the interest of the Transferor Companies. In relation to the same, any procedural requirements required to be fulfilled solely by the Transferor Companies (and not by any of its successors), shall be fulfilled by the Transferee Company as if it were the duly constituted attorney of the Transferor Companies.

6.2 The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which any of the Transferor Companies are party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorised to execute any such writings on behalf and in the name of the Transferor Companies and to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Companies.

6.3 The Transferee Company shall be entitled to the benefit of all insurance policies which have been issued in respect of the Transferor Companies and the name of the Transferee Company shall be substituted as "Insured" in the policies as if the Transferee Company was initially a party thereto.

7. EMPLOYEES

7.1 On the Scheme becoming effective, all employees, whether temporary or permanent employees and including all employees on probation, trainees and interns of the Transferor Companies in service on the Effective Date, shall be deemed to have become employees of the Transferee Company with effect from the Appointed Date or their respective joining date, whichever is later, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them with reference to the Transferor Companies on the Effective Date. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, validly entered into by the Transferor Companies with

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any union/employee of the Transferor Companies recognized by the Transferor Companies. It is hereby clarified that the accumulated balances, if any, standing to the credit of the employees in the existing provident fund, gratuity fund and superannuation fund of which the employees of the Transferor Companies are members shall be transferred to such provident fund, gratuity fund and superannuation fund of the Transferee Company or to be established and caused to be recognized by the Appropriate Authorities, by the Transferee Company.

7.2 Pending the transfer as aforesaid, the provident fund, gratuity fund and superannuation fund dues of the employees of the Transferor Companies would be continued to be deposited in the existing provident fund, gratuity fund and superannuation fund respectively of the Transferor Companies.

7.3 Upon transfer of the aforesaid funds to the respective funds of the Transferee Company, the existing trusts created for such funds by the Transferor Companies shall stand dissolved and no further act or deed shall be required to this effect. It is further clarified that the services of the employees of the Transferor Companies will be treated as having been continuous, uninterrupted and taken into account for the purpose of the said fund or funds.

7.4 Without prejudice to the aforesaid, the Board of the Transferee Company, if it deems fit and subject to Applicable Laws, shall be entitled to retain separate trusts or funds within the Transferee Company for the erstwhile fund(s) of the Transferor Companies.

8. 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**" for the purposes of this clause) by or against the Transferor Companies is 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 Companies 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 Companies.

9. TAXES/ DUTIES/ CESS ETC.

Upon the Scheme becoming effective, by operation of law pursuant to the order of the Tribunal:

9.1 The unutilized credits relating to excise duties, custom duties, sales tax, service tax, VAT, goods and services tax and any other tax as applicable which remain unutilised in the electronic ledger of the Transferor Companies shall be transferred to the Transferee Company upon filing of requisite forms. Thereafter the unutilized credit so specified shall be credited to the electronic credit ledger of the Transferor Companies and the input and capital goods shall be duly adjusted by the Transferee Company in its books of accounts.

9.2 Taxes of whatsoever nature including advance tax, self-assessment tax, regular assessment taxes, tax deducted at source, dividend distribution tax, minimum alternative tax, wealth tax, if any, paid by the Transferor Companies shall be treated as paid by the Transferee Company and it shall be entitled to claim the credit, refund, adjustment for the same as may

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be applicable. Minimum alternative tax credit available to the Transferor Companies under the Income-tax Act, 1961, if any, shall be available to the Transferee Company.

9.3 If the Transferor Companies are entitled to any benefits under incentive schemes and policies under Tax Laws, all such benefits under all such incentive schemes and policies shall stand vested in the Transferee Company.

9.4 The Transferee Company is expressly permitted to revise and file its income tax returns and other statutory returns, including tax deducted / collected at source returns, service tax returns, excise tax returns, sales tax / VAT / GST returns, as may be applicable and has expressly reserved the right to make such provision in its returns and to claim refunds, advance tax credits, credit of tax under Section 115JB of the Income-tax Act, 1961, credit of dividend distribution tax, credit of tax deducted at source, credit of foreign taxes paid/withheld, etc. if any, as may be required for the purposes of/consequent to implementation of the Scheme.

9.5 It is hereby clarified that in case of any refunds, benefits, incentives, grants, subsidies, etc., the Transferor Companies, 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, subsidies, 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 Companies, 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.

10. CONSIDERATION

10.1 Upon the Scheme coming into effect and in consideration of the amalgamation of the Transferor Companies with the Transferee Company, the Transferee Company shall, at the election of an Eligible Member as on the Record Date 1 **being resident,** by way of delivering the Election Notice 1 in accordance with Clause 10.15 below, issue and allot Transferee Company New Equity Shares or Non-Convertible Redeemable Preference Shares to such Eligible Member, as per the following ratio:

10.1.1 Equity Shares

(a) 180 (one hundred eighty) fully paid equity shares of INR 2 (Indian Rupees two) each of the Transferee Company for every 121 (one hundred twenty one) fully paid up equity shares of INR 10 (Indian Rupees ten) each of the Transferor Company 1 held by the said Eligible Member;

(b) 1,996 (one thousand nine hundred ninety six) fully paid equity shares of INR 2 (Indian Rupees two) each of the Transferee Company for every 30 (thirty) fully paid up equity shares of INR 10 (Indian Rupees ten) each of the Transferor Company 2 held by the said Eligible Member;

(c) 767 (seven hundred sixty seven) fully paid equity shares of INR 2 (Indian Rupees two) each of the Transferee Company for every 14 (fourteen) fully paid up equity shares of INR 10 (Indian Rupees ten) each of the Transferor Company 3 held by the said Eligible Member.

OR

10.1.2 Non-Convertible Redeemable Preference Shares

(a) 58 (fifty eight) 0.01% fully paid-up Non-Convertible Redeemable Preference Shares of INR 100 (Indian Rupees one hundred) each at price INR 121.25 (Indian Rupees one hundred twenty one and twenty five Paisa) of the Transferee Company for every 14 (fourteen) fully paid up equity shares of INR 10 (Indian Rupees ten) each of the Transferor Company 1 held by the said Eligible Member;

(b) 2,409 (two thousand four hundred nine) 0.01% fully paid-up Non-Convertible Redeemable Preference Shares of INR 100 (Indian Rupees one hundred) each at price INR 121.25 (Indian Rupees one hundred twenty one and twenty five Paisa) of the Transferee Company for every 13 (thirteen) fully paid up equity shares of INR 10 (Indian Rupees ten) each of the Transferor Company 2 held by the said Eligible Member;

(c) 3,357 (three thousand three hundred fifty seven) 0.01% fully paid-up Non-Convertible Redeemable Preference Shares of INR 100 (Indian Rupees one hundred) each at price INR 121.25 (Indian Rupees one hundred twenty one and twenty five Paisa) of the Transferee Company for every 22 (Twenty Two) fully paid up equity shares of INR 10 (Indian Rupees ten) each of the Transferor Company 3 held by the said Eligible Member.

10.2 No shares shall be issued by the Transferee Company in respect of the shares held by the Transferor Companies inter-se. Notwithstanding the generality of the foregoing, since the entire issued, subscribed and paid-up share capital of the Transferor Company 4 is held by Transferor Company 1 and Transferor Company 1 is also being amalgamated with Transferee Company pursuant to Part II of this Scheme, upon amalgamation of the Transferor Company 4 with the Transferee Company, no share of the Transferee Company shall be issued as consideration to shareholders of the Transferor Company 4.

10.3 In view of the provisions of Applicable Laws (which does not permit the issuance of Non-Convertible Redeemable Preference Shares to non-residents), in consideration of the amalgamation of the Transferor Companies, such Eligible Members who are non-resident shall compulsorily be issued and allotted Transferee Company New Equity Shares in the ratio as stated in Clause 10.1.1 above.

10.4 The shareholders of the Transferor Companies who have opted for the Non-convertible Redeemable Preference Shares pursuant to the Scheme, may no later than 3 (three) months from the date of allotment of Non-convertible Redeemable Preference Shares under Clause 10.1.2, approach the Transferee Company for an early redemption of Non-convertible Redeemable Preference Shares. The Board of the Transferee Company shall redeem such Non-convertible Redeemable Preference Shares at a price which shall be at a discount to the redemption value. The process and the manner of such redemption, including the discount to the redemption value, will be intimated to the shareholders upfront along with the Election Notice 1 issued to them under Clause 10.15.2 of the Scheme.

10.5 It is clarified that approval of the Scheme by the respective shareholders of the Parties under sections 230 to 232 of the Act shall be deemed to have their approval under Section 48, 55 and other applicable provisions of the Act and that no separate approval of the Board or shareholders, including the holders of Non-convertible Redeemable Preference Shares shall

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be required to be sought by any of the Parties for early redemption and variation of terms of Non-convertible Redeemable Preference Shares, as mentioned in Clause 10.4 above.

10.6 The terms of the Non-Convertible Redeemable Preference Shares are set out in **Schedule I** to this Scheme.

10.7 The Securities issued to the members of the Transferor Companies shall be fully-paid up and free of all liens, charges and Encumbrances, and shall be freely transferable in accordance with the articles of association of the Transferee Company.

10.8 The Securities issued to the members of the Transferor Companies by the Transferee Company pursuant to this Clause 10 shall be issued in dematerialized form by the Transferee Company, unless otherwise notified in writing by the shareholders of the Transferor Companies to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferor Companies or a committee thereof. In the event that such notice has not been received by the Transferee Company in respect of any of the members of the Transferor Companies, the securities shall be issued to such members in dematerialised form provided that the members of the Transferor Companies shall be required to have an account with a depositary participant and shall be required to provide details thereof and such other confirmations as may be required. It is only thereupon that the Transferee Company shall issue and directly credit the dematerialized securities to the account of such member. In the event the Transferee Company has received notice from any member that Securities are to be issued in physical form or if any member has not provided the requisite details relating to his/her/its account with a depositary participant or other confirmations as may be required, then the Transferee Company shall issue Securities in physical form to such member.

10.9 The Securities to be issued by the Transferee Company pursuant to this Clause 10 in respect of such of the equity shares of the Transferor Companies which are held in abeyance under Section 126 of the Companies Act 2013 shall, pending allotment or settlement of dispute by order of Court or otherwise, also be kept in abeyance by the Transferee Company. In the event of any dispute in relation to the ownership of any equity shares of the Transferor Companies, Securities shall be issued and allotted in respect of such shares (pursuant to this Clause 10), which shares (together with any fractional entitlements) shall be held in trust for and on behalf of the holder of the equity shares of the Transferor Companies by the Transferee Company, pending settlement of dispute by order of Court or otherwise.

10.10 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferor Companies, the Board of Directors of the Transferor Companies shall be empowered in appropriate cases, prior to or even subsequent to the Record Date 1, to effectuate such a transfer in the Transferor Companies as if such changes in registered holder were operative as on the Record Date 1, in order to remove any difficulties arising to the transferor of the share in the Transferee Company and in relation to the Securities issued by the Transferee Company after the effectiveness of the Scheme under this Clause 10. The Board of Directors of the Transferor Companies shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in the Transferee Company on account of difficulties faced in the transaction period.

10.11 The Securities issued and allotted by the Transferee Company in terms of this Scheme shall be subject to the provisions of the memorandum and articles of association of the Transferee Company. The Transferee Company New Equity Shares and Non-Convertible

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Redeemable Preference Shares shall rank *pari passu* inter-se with the existing equity shares and non-convertible preference shares, if any, of the Transferee Company in all respects including dividends declared, voting and other rights, as permissible under Applicable Law. The issue and allotment of Securities of the Transferee Company in terms of this Scheme shall be deemed to have been carried out as if the procedure laid down under Section 62 of the Companies Act, 2013 and any other applicable provisions of the Act have been complied with.

10.12 The Transferee Company shall, subject to Clause 24 of this Scheme and if necessary to the extent required, increase/ reclassify its authorized share capital to facilitate issue of Securities under this Scheme. 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 required under Sections 13, 14, 61 and 64 of the Companies Act, 2013 and other applicable provisions of the Companies Act 2013.

10.13 The Transferee Company New Equity Shares issued under this Scheme shall be listed in terms of this Clause 10 on a recognized stock exchanges in terms of the SEBI Circular. However, the Non-Convertible Redeemable Preference Shares shall not be listed on any of the stock exchanges.

10.14 Subject to the provisions of this Scheme, the Transferee Company New Equity Shares allotted by the Transferee Company on approval of the Scheme shall remain frozen in the depositories system till listing/ trading permission is given by the designated stock exchange.

10.15 **Election Procedure**

10.15.1 The shareholders of the Transferor Companies as on the Record Date 1, will be the Eligible Members entitled to receive Transferee Company New Equity Shares or Transferee Company's Non-Convertible Redeemable Preference Shares.

10.15.2 Within 7 (seven) Business Days from the Record Date 1, or such other date as may be required, the Transferee Company shall dispatch (electronically to those members who have registered their e-mail either with Depository or with the respective Transferor Companies and to other members physically) the format of a notice (the "**Election Notice 1**") to each Eligible Member (being residents), which shall allow such Eligible Member (subject to receipt of requisite approvals), the following options, and contain or require the furnishing of such other information as may be necessary to give effect to such options:

(a) issuance and allotment of the Transferee Company New Equity Shares (as consideration pursuant to Clause 10.1.1); or

(b) issuance and allotment of the Transferee Company's Non-Convertible Redeemable Preference Shares (as consideration pursuant to Clause 10.1.2).

10.15.3 Each resident Eligible Member (other than the custodian) shall be required to submit the duly completed Election Notice 1 to the Transferee Company on or prior to the expiry of 15 (fifteen) Business Days from dispatch of the Election Notice 1, or such other date as may be required ("**Election Period 1**"). Eligible Members shall be required to exercise the option available to them under this Clause 10.15 in its entirety and not in parts.

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10.15.4 If any resident Eligible Member has not submitted the duly completed Election Notice 1 to the Transferee Company prior to the expiry of the Election Period 1 or has not provided requisite details as may be required in relation to the option or where such Election Notice 1 has not been received by the Transferee Company or its registrars or the Election Notice 1 has returned undelivered or the ownership of the equity shares of the Transferor Companies is in dispute, then in that event, such resident Eligible Member shall be compulsorily allotted Transferee Company New Equity Shares (as consideration pursuant to Clause 10) in the ratio as stated in Clause 10.1.1 above.

10.15.5 Within 7 (seven) Business Days of the expiry of the Election Period 1, or such other date as may be required, the Transferee Company shall, issue and allot:

(a) Transferee Company New Equity Shares to the Eligible Members who have opted for Transferee Company New Equity Shares pursuant to Clause 10.1.1; and

(b) Non-Convertible Redeemable Preference Shares to the Eligible Members who have opted for the Non-Convertible Redeemable Preference Shares pursuant to Clause 10.1.2

10.15.6 In case any shareholder's holding in the Transferor Companies is such that the shareholder becomes entitled to a fraction of a Security of the Transferee Company, the Transferee Company shall not issue any fractional Security to such shareholder but shall consolidate such fractions and issue consolidated Securities to a trustee nominated by the Transferee Company in that behalf, who shall sell such Securities at such price or prices and on such time or times as the trustee may in its sole discretion decide and upon such sale distribute the net sale proceeds (after deduction of applicable taxes and other expenses incurred) to the shareholders entitled to the same in proportion to their fractional entitlements. It is hereby clarified that if any such consolidation of fractional Security further results into fractional Security(ies), the Transferee Company shall not issue any such fractional Security but shall round off the fraction to the next integer before issuing such consolidated Securities.

10.15.7 Notwithstanding anything set out in this Scheme and subject to the approval of the Stock Exchanges, the Transferee Company may dispatch the Election Notice 1 to the members of the Transferor Companies and complete the processes set out in Clause 10 prior to the Transferee Company New Equity Shares commencing trading subsequent to the Record Date 1 for the amalgamation of the Transferor Companies with the Transferee Company, in which event the timelines set out in this Clause 10 shall stand modified accordingly in consultation with the Stock Exchanges.

11. ACCOUNTING TREATMENT BY THE TRANSFEREE COMPANY IN RESPECT OF ASSETS AND LIABILITIES

The Amalgamation will be accounted in accordance with the "acquisition method" prescribed under the Indian Accounting Standard 103 (Business Combination) as notified under Section 133 of the Act, read together with Paragraph 3 of The Companies (Indian Accounting Standard) Rules, 2015.

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PART III

AMALGAMATION OF THE TRANSFEROR COMPANY 5 WITH TRANSFEREE COMPANY

12. TRANSFER OF ASSETS AND LIABILITIES

12.1 Immediately upon implementation of Part II of this Scheme and with effect from the opening of business hours of Appointed Date, 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 5 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 5 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, the assets, liabilities, contracts, arrangements, employees, Permits, licences, records, approvals, etc. of the Transferee Company by virtue of operation of law, and in the manner provided in this Scheme.

12.2 Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, with effect from the Appointed Date:

12.2.1 all assets of the Transferor Company 5 that are movable in nature or are otherwise capable of being transferred by manual delivery or actual and/ or constructive delivery or by paying over or endorsement and/ or delivery, the same may be so transferred and delivered by the Transferor Company 5 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;

12.2.2 subject to Clause 12.2.3 below, with respect to the assets of the Transferor Company 5, other than those referred to in Clause 12.2.1 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, 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 5, 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 by operation of law as transmission, as the case may be, in favour of the Transferee Company;

12.2.3 without prejudice to the aforesaid, all the immovable property (including but not limited to the land, buildings, offices, tenancy rights related thereto, and other immovable property, including accretions and appurtenances), whether or not included in the books of the Transferor Company 5, whether freehold or leasehold or under a license or permission to use (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 5, without any act or deed to be done or executed by the Transferor Company 5, as the case may be and/ or the Transferee Company.

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It is clarified that with effect from the Effective-Date, the Transferee Company shall be liable to pay the rent and taxes and fulfil all obligations in relation to the immovable properties and the relevant owners, licensors and lessors in accordance with the terms of the relevant lease/ license or rent agreements. Further, any security deposits and advance/ prepaid lease/ license fee paid with respect to the immovable property shall accrue to the Transferee Company;

12.2.4 all license agreements in relation to the brands, trademarks, copyrights, designs, patents and any kind of intellectual properties of the Transferor Company 5 including registered and unregistered trademarks along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations, copyrights trademarks and all such other industrial and intellectual property rights of whatsoever nature shall stand transferred to the Transferee Company by operation of law. The Transferee Company shall take such actions as may be necessary and permissible to get the same assigned in the name of the Transferee Company;

12.2.5 all debts, liabilities, duties and obligations (debentures, bonds, notes or other debt securities) of the Transferor Company 5 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, the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company 5, 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 12;

12.2.6 unless otherwise agreed to between the Parties, the vesting of all the assets of the Transferor Company 5, 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 the Transferor Company 5 or part thereof on or over which they are subsisting on and no such Encumbrances shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which Transferor Company 5 is a party) related to any assets of the Transferor Company 5 shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. 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 the Transferee Company shall not extend or be deemed to extend or apply to the assets so vested;

12.2.7 on and from the Effective Date and till such time that the name of the bank accounts of the Transferor Company 5 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 5 in the name of the Transferor Company 5 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 5 after the Effective Date shall be accepted by the bankers of the Transferee Company

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and credited to the account of the Transferee Company, if presented by the Transferee Company; and

12.2.8 without prejudice to the foregoing provisions of Clause 12.2 the Transferor Company 5, and the Transferee Company shall be entitled to 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 Appropriate Authority or Person, to give effect to the above provisions.

13. PERMITS

With effect from the Appointed Date, all the Permits (including the licenses granted by any Governmental, statutory or regulatory bodies) held or availed of by, and all rights and benefits that have accrued to, the Transferor Company 5, 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 Appointed Date, the Permits, estates, assets, rights, title, 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 Effective Date and until the Permits are transferred, vested, recorded, effected, and/ or perfected, in the record 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 5, 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.

14. CONTRACTS, DEEDS ETC.

14.1 All contracts, deeds, bonds, agreements, indemnities, guarantees or other similar rights or entitlements whatsoever, schemes, arrangements and other instruments, Permits, rights, entitlements, licenses (including the licenses granted by any Appropriate Authority) for the purpose of carrying on the business of the Transferor Company 5, and in relation thereto, and those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Transferor Company 5, or to the benefit of which the Transferor Company 5 may be eligible and which are subsisting or having effect immediately before this Scheme coming into effect, shall by endorsement, delivery or recordal or by operation of law pursuant to the order of the Appropriate Authority sanctioning the Scheme, and on this Scheme becoming effective be deemed to be contracts, deeds, bonds, agreements, indemnities, guarantees or other similar rights or entitlements whatsoever, schemes, arrangements and other instruments, Permits, rights, entitlements, licenses (including the licenses granted by any Appropriate Authority) of the Transferee Company. Such properties and rights described hereinabove shall stand vested in the Transferee Company and shall be deemed to be the property and become the property by operation of law as an integral part of the Transferee Company. Such contracts and properties described above shall continue to be in full force and continue as effective as hitherto in favour of or against the Transferee Company and shall be the legal and enforceable rights and interests of the Transferee Company, which can be enforced and acted upon as fully and effectually as if it were the Transferor Company 5. Upon this Scheme becoming effective, the rights, benefits, privileges, duties, liabilities, obligations and interest whatsoever, arising from or pertaining to contracts and properties, shall be deemed to have been entered into and stand assigned, vested and novated to the Transferee Company by operation of law and the

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Transferee Company shall be deemed to be the Transferor Company 5's substituted party or beneficiary or obligor thereto. It being always understood that the Transferee Company shall be the successor in the interest of the Transferor Company 5. In relation to the same, any procedural requirements required to be fulfilled solely by the Transferor Company 5 (and not by any of its successors), shall be fulfilled by the Transferee Company as if it were the duly constituted attorney of the Transferor Company 5.

14.2 The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the Transferor Company 5 is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorised to execute any such writings on behalf and in the name of the Transferor Company 5 and to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company 5.

14.3 The Transferee Company shall be entitled to the benefit of all insurance policies which have been issued in respect of the Transferor Company 5 and the name of the Transferee Company shall be substituted as "Insured" in the policies as if the Transferee Company was initially a party thereto.

15. EMPLOYEES

15.1 On the Scheme becoming effective, all employees, whether temporary or permanent employees and including all employees on probation, trainees and interns of the Transferor Company 5 in service on the Effective Date, shall be deemed to have become employees of the Transferee Company with effect from the Appointed Date or their respective joining date, whichever is later, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them with reference to the Transferor Company 5 on the Effective Date. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, validly entered into by the Transferor Company 5 with any union/employee of the Transferor Company 5 recognized by the Transferor Company 5. It is hereby clarified that the accumulated balances, if any, standing to the credit of the employees in the existing provident fund, gratuity fund and superannuation fund of which the employees of the Transferor Company 5 are members shall be transferred to such provident fund, gratuity fund and superannuation fund of the Transferee Company or to be established and caused to be recognized by the Appropriate Authorities, by the Transferee Company.

15.2 Pending the transfer as aforesaid, the provident fund, gratuity fund and superannuation fund dues of the employees of the Transferor Company 5 would be continued to be deposited in the existing provident fund, gratuity fund and superannuation fund respectively of the Transferor Company 5.

15.3 Upon transfer of the aforesaid funds to the respective funds of the Transferee Company, the existing trusts created for such funds by the Transferor Company 5 shall stand dissolved and no further act or deed shall be required to this effect. It is further clarified that the services of the employees of the Transferor Company 5 will be treated as having been continuous, uninterrupted and taken into account for the purpose of the said fund or funds.

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15.4 Without prejudice to the aforesaid, the Board of the Transferee Company, if it deems fit and subject to Applicable Laws, shall be entitled to retain separate trusts or funds within the Transferee Company for the erstwhile fund(s) of the Transferor Company 5.

15.5 The Transferee Company shall assume all rights, obligations and liabilities of the Transferor Company 5, in relation and in connection with any immigration matters, including any programmes, filings, sponsorships, etc.

16. 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**" for the purposes of this clause) by or against the Transferor Company 5 is 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 5 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 5.

17. TAXES/ DUTIES/ CESS ETC.

Upon the Scheme becoming effective, by operation of law pursuant to the order of the Tribunal:

17.1 The unutilized credits relating to excise duties, custom duties sales tax, service tax, VAT, goods and services tax or any other taxes as applicable which remain unutilised in the electronic ledger of the Transferor Company 5 shall be transferred to the Transferee Company upon filing of requisite forms. Thereafter the unutilized credit so specified shall be credited to the electronic credit ledger of the Transferor Company 5 and the input and capital goods shall be duly adjusted by the Transferee Company in its books of account.

17.2 Taxes of whatsoever nature including advance tax, self-assessment tax, regular assessment taxes, tax deducted at source, dividend distribution tax, minimum alternative tax, wealth tax, if any, paid by the Transferor Company 5 shall be treated as paid by the Transferee Company and it shall be entitled to claim the credit, refund, adjustment for the same as may be applicable. Minimum alternative tax credit available to the Transferor Company 5 under the Income-tax Act, 1961, if any, shall be available to the Transferee Company.

17.3 If the Transferor Company 5 is entitled to any benefits under incentive schemes and policies under Tax Laws, all such benefits under all such incentive schemes and policies shall be and stand vested in the Transferee Company.

17.4 The Transferee Company is expressly permitted to revise and file its income tax returns and other statutory returns, including tax deducted / collected at source returns, service tax returns, excise tax returns, sales tax / VAT / GST returns, as may be applicable and has expressly reserved the right to make such provision in its returns and to claim refunds, advance tax credits, credit of tax under Section 115JB of the Income-tax Act, 1961, credit of dividend distribution tax, credit of tax deducted at source, credit of foreign taxes paid/withheld, etc. if any, as may be required for the purposes of/ consequent to implementation of the Scheme.

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17.5 It is hereby clarified that in case of any refunds, benefits, incentives, grants, subsidies, etc., the Transferor Company 5, 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, subsidies, 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 5, 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.

18. **CONSIDERATION**

18.1 Upon the Scheme coming into effect and in consideration of the amalgamation of the Transferor Company 5 with the Transferee Company, the Transferee Company shall at the election of an Eligible Member as on the Record Date 2 **being resident**, by way of delivering the Election Notice 2 in accordance with Clause 18.15 below, issue and allot to such Eligible Member, in the following ratio, either:

18.1.1 152 (one hundred fifty two) fully paid equity share of INR 2 (Indian Rupees two) each of the Transferee Company for every 100 (one hundred) fully paid up equity shares of INR 10 (Indian Rupees ten) each of the Transferor Company 5 held by the said Eligible Member;

OR

18.1.2 4 (Four) 0.01% fully paid-up Non-Convertible Redeemable Preference Share of INR 100 (Indian Rupees One hundred) each at price INR 121.25 (Indian Rupees one hundred twenty one and twenty five Paisa) of the Transferee Company for every 1 (one) fully paid equity share of INR 10 (Indian Rupees ten) each of the Transferor Company 5 held by the said Eligible Member.

No equity shares shall be issued by the Transferee Company in respect of the shares held by the Transferee Company in the Transferor Company 5.

18.2 In view of the provisions of Applicable Laws (which does not permit the issuance of Non-Convertible Redeemable Preference Shares to non-residents), in consideration of the amalgamation of the Transferor Company 5 with the Transferee Company, such Eligible Members who are non-residents shall compulsorily be issued and allotted Transferee Company New Equity Shares in the ratio as stated in 18.1.1 above.

18.3 The shareholders of the Transferor Company 5 who have opted for the Non-convertible Redeemable Preference Shares pursuant to the Scheme, may no later than 3 (three) months from the date of allotment of Non-convertible Redeemable Preference Shares under Clause 18.1, approach the Transferee Company for an early redemption of Non-convertible Redeemable Preference Shares. The Board of the Transferee Company shall redeem such Non-convertible Redeemable Preference Shares at a price which shall be at a discount to the redemption value. The process and the manner of such redemption, including the discount to the redemption value, will be intimated to the shareholders upfront along with the Election Notice 2 issued to them under Clause 18.15.2 of the Scheme.

18.4 It is clarified that approval of the Scheme by the respective shareholders of the Parties under sections 230 to 232 of the Act shall be deemed to have their approval under Section 48, 55

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and other applicable provisions of the Act and that no separate approval of the Board or shareholders, including the holders of Non-convertible Redeemable Preference Shares shall be required to be sought by any of the Parties for early redemption and variation of terms of Non-convertible Redeemable Preference Shares, as mentioned in Clause 18.3 above.

18.5 Terms of issue of Non-Convertible Redeemable Preference Share shall be as set forth in **Schedule I** to this Scheme.

18.6 The Securities issued to the members of the Transferor Company 5 shall be fully-paid up and free of all liens, charges and Encumbrances, and shall be freely transferable in accordance with the articles of association of the Transferee Company.

18.7 The Securities issued to the members of the Transferor Company 5 by the Transferee Company pursuant to this Clause 18 shall be issued in dematerialized form by the Transferee Company, unless otherwise notified in writing by the shareholders of the Transferor Company 5 to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferor Company 5 or a committee thereof. In the event that such notice has not been received by the Transferee Company in respect of any of the members of the Transferor Company, the securities shall be issued to such members in dematerialised form provided that the members of the Transferor Company 5 shall be required to have an account with a depositary participant and shall be required to provide details thereof and such other confirmations as may be required. It is only thereupon that the Transferee Company shall issue and directly credit the dematerialized securities to the account of such member. In the event the Transferee Company has received notice from any member that Securities are to be issued in physical form or if any member has not provided the requisite details relating to his/her/its account with a depositary participant or other confirmations as may be required, then the Transferee Company shall issue Securities in physical form to such member.

18.8 The Securities to be issued by the Transferee Company pursuant to this Clause 18 in respect of such of the equity shares of the Transferor Company 5 which are held in abeyance under Section 126 of the Companies Act 2013 shall, pending allotment or settlement of dispute by order of Court or otherwise, also be kept in abeyance by the Transferee Company. In the event of any dispute in relation to the ownership of any equity shares of the Transferor Company 5, Transferee Company New Equity Shares shall be issued and allotted in respect of such shares (pursuant to this Clause 18), which shares (together with any fractional entitlements) shall be held in trust for and on behalf of the holder of the equity shares of the Transferor Company 5 by the Transferee Company, pending settlement of dispute by order of Court or otherwise.

18.9 The Securities to be issued in lieu of the shares of the Transferor Company 5 held in the unclaimed suspense account shall be issued to the unclaimed suspense account created for shareholders of the Transferee Company.

18.10 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferor Company 5, the Board of Directors of the Transferor Company 5 shall be empowered in appropriate cases, prior to or even subsequent to the Record Date 2, to effectuate such a transfer in the Transferor Company 5 as if such changes in registered holder were operative as on the Record Date 2, in order to remove any difficulties arising to the transferor of the share in the Transferee Company and in relation to the Securities issued by the Transferee Company after the effectiveness of the Scheme under this Clause 18. The Board of Directors of the Transferor Company 5 shall be

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empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in the Transferee Company on account of difficulties faced in the transaction period.

18.11 The Securities issued and allotted by the Transferee Company in terms of this Scheme shall be subject to the provisions of the memorandum and articles of association of the Transferee Company. The Transferee Company New Equity Shares and Non-Convertible Redeemable Preference Shares shall rank *pari passu* inter-se with the existing equity shares and non-convertible preference shares, if any, of the Transferee Company in all respects including dividends declared, voting and other rights, as permissible under Applicable Law. The issue and allotment of Securities of the Transferee Company in terms of this Scheme shall be deemed to have been carried out as if the procedure laid down under Section 62 of the Companies Act, 2013 and any other applicable provisions of the Act have been complied with.

18.12 The Transferee Company shall, subject to Clause 24 of this Scheme and if necessary to the extent required, increase/ reclassify its authorized share capital to facilitate issue of Securities under this Scheme. 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 required under Sections 13, 14, 61 and 64 of the Companies Act, 2013 and other applicable provisions of the Companies Act 2013.

18.13 The Transferee Company New Equity Shares issued under this Scheme shall be listed on a recognised stock exchanges in terms of this Clause 18 on a recognized stock exchanges in terms of the SEBI Circular. However, the Non-Convertible Redeemable Preference Shares shall not be listed on any of the stock exchanges.

18.14 Subject to the provisions of this Scheme, the Transferee Company New Equity Shares allotted by the Transferee Company pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.

18.15 **Election Procedure:**

18.15.1 The Transferor Company 5 shall in consultation with the Transferee Company and NSE, within a period of 10 (ten) Business Days or such other time as may be decided by the Board of the Transferee Company, from the Effective Date fix the Record Date 2 for determination of Eligible Members entitled to receive consideration in form of shares of the Transferee Company.

18.15.2 Within 10 (ten) Business Days from the Record Date 2, or such other date as may be required by the Stock Exchanges, the Transferee Company shall dispatch the format of a notice (the "**Election Notice 2**") to each Eligible Member (being residents), which shall allow such Eligible Member (subject to receipt of requisite approvals), the following options, and contain or require the furnishing of such other information as may be necessary to give effect to such options:

(a) issuance and allotment of the Transferee Company New Equity Shares (as consideration pursuant to Clause 18.1.1); or

(b) issuance and allotment of Non-Convertible Redeemable Preference Shares (as consideration pursuant to Clause 18.1.2).

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18.15.3 Each resident Eligible Member (other than the custodian) shall be required to submit the duly completed Election Notice 2 to the Transferor Company 5 on or prior to the expiry of 30 (thirty) Business Days from dispatch of the Election Notice 2, or such other date as may be required by the Stock Exchanges ("**Election Period 2**"). Eligible Members shall be required to exercise the option available to them under this Clause 18 in its entirety and not in parts.

18.15.4 If any resident Eligible Member has not submitted the duly completed Election Notice 2 to the Transferor Company 5 prior to the expiry of the Election Period 2 or has not provided requisite details as may be required in relation to the option or where such Election Notice 2 has not been received by Transferor Company 5 or its registrars or the Election Notice 2 has returned undelivered or the ownership of the equity shares of the Transferor Company 5 is in dispute, then in that event, such resident Eligible Member shall be compulsorily allotted Transferee Company New Equity Shares (as consideration pursuant to Clause 18) in the ratio as stated in Clause 18.1.1 above.

18.15.5 Within 7 (seven) Business Days of the expiry of the Election Period 2, or such other date as may be required by the Stock Exchanges, the Transferee Company shall, issue and allot:

(a) Transferee Company New Equity Shares to the Eligible Members who have opted for Transferee Company New Equity Shares pursuant to Clause 18.1.1; and

(b) Non-Convertible Redeemable Preference Shares to the Eligible Members who have opted for the Non-Convertible Redeemable Preference Shares pursuant to Clause 18.1.2.

18.15.6 In case any shareholder's holding in the Transferor Company 5 is such that the shareholder becomes entitled to a fraction of a Security of the Transferee Company, the Transferee Company shall not issue any fractional Security to such shareholder but shall consolidate such fractions and issue consolidated Securities to a trustee nominated by the Transferee Company in that behalf, who shall sell such Securities at such price or prices and on such time or times as the trustee may in its sole discretion decide and upon such sale distribute the net sale proceeds (after deduction of applicable taxes and other expenses incurred) to the shareholders entitled to the same in proportion to their fractional entitlements. It is hereby clarified that any such consolidation of fractional Security further results into fractional Security(ies), the Transferee Company shall not issue any such fractional Security but shall round off the fraction to the next integer before issuing such consolidated Securities.

18.15.7 Notwithstanding anything set out in this Scheme and subject to the approval of the Stock Exchanges, the Transferor Company 5 may dispatch the Election Notice 2 to the members of the Transferor Company 5 and complete the processes set out in Clause 18.15 prior to the Transferee Company New Equity Shares commencing trading subsequent to the Record Date 2 for the amalgamation of the Transferor Company 5 with the Transferee Company, in which event the timelines set out in this Clause 18.15 shall stand modified accordingly in consultation with the Stock Exchanges.

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19. ACCOUNTING TREATMENT BY THE TRANSFEREE COMPANY IN RESPECT OF ASSETS AND LIABILITIES

The Amalgamation will be accounted in accordance with the "acquisition method" prescribed under the Indian Accounting Standard 103 (Business Combination) as notified under Section 133 of the Act, read together with Paragraph 3 of The Companies (Indian Accounting Standard) Rules, 2015.

PART IV

GENERAL TERMS & CONDITIONS

20. DISSOLUTION OF THE TRANSFEROR COMPANIES AND TRANSFEROR COMPANY 5 AND VALIDITY OF RESOLUTIONS

20.1 Upon the effectiveness of this Scheme, the Transferor Companies and the Transferor Company 5 shall be dissolved without winding up, and the Board and any committees thereof of the Transferor Companies and the Transferor Company 5 shall without any further act, instrument or deed be and stand discharged. The name of the Transferor Companies and the Transferor Company 5 shall be struck off from the records of the RoC and the Transferee Company shall make necessary filings in this regard.

20.2 Upon coming into effect of this Scheme, the resolutions, if any, of the Transferor Companies and the Transferor Company 5, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits 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.

21. DIVIDENDS

21.1 The Transferor Companies and Transferor Company 5 shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Appointed Date in the ordinary course, although such dividend payments may be made after the Appointed Date. Provided, further, the Transferor Company 5 shall not be permitted to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period commencing from the Appointed Date; whilst the Transferor Companies shall be permitted to declare or otherwise pay any dividends, whether interim or final, in the ordinary course to its respective shareholders, and make such other payments to its respective shareholders as permitted under Applicable Law, after the Appointed Date, including payments relating to the accounting period on and after the Appointed Date.

21.2 Upon the Scheme becoming effective, on and from the Appointed Date, subject to such payments as permitted to be made after the Appointed Date under this Scheme, the profits of the Transferor Companies and the Transferor Company 5 shall belong to and be the profits of the Transferee Company and will be available to Transferee Company for being disposed of in any manner as it thinks fit.

21.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any equity shareholder of

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Parties to demand or claim any dividends which, subject to the provisions of the said Act and this Scheme, shall be entirely at the discretion of the Board of the Parties respectively, subject to such approval of the shareholders, as may be required.

22. BUSINESS AND PROPERTY IN TRUST AND CONDUCT OF BUSINESS FOR THE TRANSFEREE COMPANY

Unless otherwise stated herein below, with effect from the Appointed Date and up to and including the Effective Date:

22.1 Each of the Transferor Companies and the Transferor Company 5 shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all of the assets of the Transferor Companies and the Transferor Company 5 for and on account of, and in trust for the Transferee Company. Each of the Transferor Companies and the Transferor Company 5 hereby undertake to hold the said assets with utmost prudence until the Effective Date.

22.2 With effect from the date of the Board meeting of the Parties approving the Scheme and up to and including the Effective Date, each of the Parties shall preserve and carry on its business and activities with reasonable diligence, business prudence and in ordinary course consistent with past practices.

22.3 All the profits or income, taxes (including advance tax and tax deducted at source) or any costs, charges, expenditure accruing to the Transferor Companies and the Transferor Company 5 or expenditure or losses arising or incurred or suffered by the Transferor Companies and the Transferor Company 5 shall for all purpose be treated and be deemed to be and accrue as the profits, taxes, tax losses, MAT Credit, incomes, costs, charges, expenditure or losses of the Transferee Company, as the case may be.

22.4 With effect from the date of the Board meeting of the Transferee Company approving the Scheme and up to and including the Effective Date, the Transferor Companies and the Transferor Company 5 shall not vary the terms and conditions of employment of any of its employees, without the prior consent of the Transferee Company, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken by the Transferor Companies and the Transferor Company 5 prior to the Appointed Date.

22.5 With effect from the date of the Board meeting of the Transferee Company approving the Scheme and up to and including the Effective Date, the Transferor Companies and the Transferor Company 5 shall not, without the prior written approval of the Board of Directors of the Transferee Company, make any change in its capital structure, whether by way of increase, decrease, reduction, re-classification, sub-division or consolidation, re-organisation, or in any other manner.

22.6 Notwithstanding anything stated in this Scheme, upon the Scheme becoming effective, and if required, the Transferee Company is authorized to execute all such deeds and documents, whatsoever, that may be required and/or ought to have been executed by the Transferor Companies and the Transferor Company 5, as if the Transferor Companies and the Transferor Company 5 were in existence.

22.7 From the Effective Date, the Transferee Company shall carry on and shall be entitled to carry on the business of the Transferor Companies and the Transferee Company 5.

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23. PROPERTY IN TRUST

23.1 Notwithstanding anything contained in this Scheme, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom pertaining to the Transferor Companies and the Transferor Company 5 are transferred, vested, recorded, effected and/ or perfected, in the records of the Appropriate Authority(ies), regulatory bodies or otherwise, in favour of the Transferee Company, the Transferee Company is 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 Parties, the Transferor Companies and the Transferor Company 5 will continue to hold the property and / or the asset, license, permission, approval, contract or agreement and rights and benefits arising therefrom, as the case may be, in trust for and on behalf of the Transferee Company. It is further clarified that on the Effective Date, notwithstanding the Scheme being made effective, any asset/ liability identified as part of the Transferor Companies and the Transferor Company 5 pending transfer due to the pendency of any approval/ consent and/ or sanction shall be held in trust by the Transferor Companies and the Transferor Company 5 for the Transferee Company. Immediately upon receipt of such approval/ consent and/ or sanction such asset and/ or liability forming part of the Transferor Companies and the Transferor Company 5 shall without any further act/ deed or consideration be transferred/ vested in the Transferee Company, with all such benefits, obligations and rights with effect from the Effective Date. All costs, payments and other liabilities that the Transferor Companies and the Transferor Company 5 shall be required to bear to give effect to this Clause 23 shall be borne solely by the Transferee Company and the Transferee Company shall reimburse and indemnify the Transferor Companies and the Transferor Company 5 against all liabilities and obligations incurred by the Transferor Companies and the Transferor Company 5 in respect thereof.

24. COMBINATION AND INCREASE OF AUTHORISED CAPITAL

24.1 Upon the Scheme becoming effective, the authorised share capital of the Transferor Companies and Transferor Company 5 cumulatively amounting to INR 19,21,00,000 (Indian Rupees nineteen crore twenty one lakhs) will get amalgamated with that of the Transferee Company without payment of any additional fees, duties and Taxes as though the same have already been paid. The authorised share capital of the Transferee Company will automatically stand increased to that effect by simply filing the requisite forms with the RoC and no separate procedure or instrument or deed shall be required to be followed under the Act. The stamp duty and fees paid on the authorized capital of the Transferor Companies and Transferor Company 5 shall be utilized and applied to the increased authorized share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee and/or Taxes by the Transferee Company for increase in the authorised share capital to that extent.

24.2 Consequent upon the Scheme becoming effective and upon combination of authorised share capital of the Transferor Companies and the Transferor Company 5 with the Transferee Company, the authorised share capital of the Transferee Company shall be as under:

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Particulars	INR
Authorised Share Capital	
40,29,60,000 equity shares of INR 2 each	80,59,20,000
58,74,945 0.01% non-convertible redeemable preference shares of INR 100 each	58,74,94,500
Total	**139,34,14,500**

24.3 Upon this Scheme becoming effective and post combination of authorised share capital as mentioned in Clause 24.1 and 24.2 above, the authorised share capital of the Transferee Company will automatically stand increased by an additional share capital of INR 278,20,00,000 (Indian Rupees two hundred seventy eight crore and twenty lakhs) aggregating to INR 417,54,14,500 (Indian Rupees four hundred and seventeen crore fifty four lakhs fourteen thousand and five hundred) by simply filing the requisite forms with the Appropriate Authority and no separate procedure or instrument or deed shall be required to be followed under the Act. It is clarified that the Transferee Company shall only be required to pay additional stamp duty and /or the registration fees, if any, only to the extent of additional authorised share capital of INR 278,20,00,000 (Indian Rupees two hundred seventy eight crore and twenty lakhs).

24.4 Consequent upon the Scheme becoming effective and upon increase of authorised share capital as stated in the clause 24.3 above, the authorised share capital of the Transferee Company shall be as under:

Particulars	INR
Authorised Share Capital	
40,29,60,000 equity shares of INR 2 each	80,59,20,000
3,36,94,945 0.01% non-convertible redeemable preference shares of INR 100 each	336,94,94,500
Total	**417,54,14,500**

24.5 In view of the consolidation of authorized share capital of the Transferor Companies and the Transferor Company 5 with the Transferee Company and subsequent increase of authorised share capital of the Transferee Company in terms of this Clause, the existing capital clause contained in 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, 61 and 64 of the Act and Section 232 and other applicable provisions of the Act, as set out below:

<u>Memorandum of Association</u>

"V. *The Authorised Share Capital of the Company is Rs. 417,54,14,500 (Indian Rupees four hundred and seventeen crore fifty four lakhs fourteen thousand and five hundred only) divided into 40,29,60,000 equity shares of INR 2 each and 3,36,94,945* 0.01% Non-Convertible Redeemable Preference *Shares of INR 100 each with a power to 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 condition as may be determined by or in accordance with the Articles 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 the Company and the legislative provisions for the time being in force"*

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24.6 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 of association of the Transferee Company and the Transferee Company shall not be required to seek separate consent / approval of its shareholders for the alteration of the memorandum of association of the Transferee Company as required under Sections 13, 61 and 64 of the Act and other applicable provisions of the Act.

25. APPLICATIONS/ PETITIONS TO THE TRIBUNAL

25.1 The Parties shall dispatch, make and file all applications and petitions under Sections 230 to 232 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 Companies and the Transferor Company 5 without being wound up.

25.2 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, Transferee Company may require to own the assets and/ or liabilities of the Transferor Companies, or the Transferor Company 5 as the case may be, and to carry on the business of the Transferor Companies or the Transferor Company 5, as the case may be.

26. MODIFICATION OR AMENDMENTS TO THIS SCHEME

26.1 On behalf of each of the Parties, 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 Parties) 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.

26.2 For the purpose of giving effect to this Scheme or to any modification thereof the Boards of the Parties 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.

27. CONDITIONS PRECEDENT

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

27.1.1 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 Requirement) Regulations, 2015;

27.1.2 approval of the Scheme by the requisite majority of each class of shareholders of the Parties 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;

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27.1.3 the Parties, as the case may be, complying with other provisions of the SEBI Circular, including seeking approval of the shareholders of the Transferor Company 5 and the Transferee 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 Transferor Company 5 and the Transferee 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;

27.1.4 the sanctions and orders of the Tribunals, under Sections 230 to 232 of the Act for approving the Scheme, being obtained by the Parties;

27.1.5 certified/ authenticated copies of the orders of the Tribunal, sanctioning the Scheme, being filed with the concerned RoC having jurisdiction over the Parties by all the Parties; and

27.1.6 the requisite consent, approval or permission of the Appropriate Authority or any other Person, which by Applicable Law or contract, agreement, may be necessary for the effective transfer of business and/or implementation of the relevant parts of the Scheme.

27.2 Without prejudice to Clause 27.1 and subject to satisfaction or waiver of conditions mentioned in Clause 27.1 above, the Scheme shall be made effective in the order as contemplated below:

27.2.1 Part II of the Scheme shall be made effective subject to the satisfaction or waiver of conditions mentioned in Clause 27.1 by the Boards of the Transferor Companies, Transferor Company 5 and the Transferee Company; and

27.2.2 Part III of the Scheme shall be made effective immediately after the implementation of Part II of the Scheme.

27.3 It is hereby clarified that submission of this Scheme to the Tribunals and to the Appropriate Authorities for their respective approvals is without prejudice to all rights, interests, titles or defences that the Parties may have under or pursuant to all Applicable Laws.

27.4 On the approval of this Scheme by the shareholders of the Parties and such other classes of Persons of the said companies, if any, pursuant to Clause 27.1, 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 Part II and Part III set out in this Scheme, related matters and this Scheme itself.

28. EFFECT OF NON-RECEIPT OF APPROVALS AND MATTERS RELATING TO REVOCATION/ WITHDRAWAL OF THIS SCHEME

28.1 Parties acting jointly through their respective Boards shall each be at liberty to withdraw from this Scheme.

28.2 Parties acting through their respective Boards shall each be at liberty to withdraw from this Scheme in case any of Parties is declared insolvent.

28.3 In the event of any of the said sanctions and approvals not being obtained and/or the Scheme not being sanctioned by the Tribunal, and/or the order or orders not being passed

as aforesaid on or before eighteen months from the date of approval of the Scheme by the Boards of the Parties or within such period as may be mutually agreed upon, between the Parties through their respective Boards or their authorised representative, 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.

28.4 In the event of revocation/ withdrawal under Clause 28.1 or above, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* the Parties 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.

28.5 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 Parties through their respective Boards, affect the validity or implementation of the other parts and/ or provisions of this Scheme.

29. COSTS AND TAXES

29.1 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:

29.1.1 the Transferee Company shall bear the stamp duty costs in connection with Part II of the Scheme, *inter se* as agreed amongst themselves;

29.1.2 the Transferee Company shall bear the stamp duty costs in connection with Part III of the Scheme; and

29.1.3 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 Parties.

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SCHEDULE I

TERMS OF THE NON-CONVERTIBLE REDEEMABLE PREFERENCE SHARES UNDER PART II AND PART III OF THIS SCHEME

The terms of Non-Convertible Redeemable Preference Shares are as follows:

(a) **Face Value**

The Non-Convertible Redeemable Preference Shares issued pursuant to Clause 10 and Clause 19 shall have a face value of INR 100 (Indian Rupees one hundred) per Non-Convertible Redeemable Preference Share.

(b) **Issue Price**

The Non-Convertible Redeemable Preference Shares shall be issued at a price of Rs 121.25 per preference share ("**Issue Price**") including a premium of Rs 21.25 per preference share

(c) **Coupon**

The Non-Convertible Redeemable Preference Shares shall, subject to the provisions of the articles of association of the Transferee Company and subject to the provisions of the Act, confer on the holders thereof a right to a fixed preferential dividend of 0.01% (zero point zero one per cent) per annum (net of dividend distribution tax), receivable annually, in priority to the equity shares. In case the Non-Convertible Redeemable Preference Shares are redeemed any time prior to 36 (thirty six) months, the coupon shall be adjusted proportionately for such period.

(d) **Yield**

The Non-Convertible Redeemable Preference Shares shall, subject to the provisions of the articles of association of the Transferee Company and subject to the provisions of the Act, carry a yield of 7.5% (seven point five per cent) per annum (subject to deduction of applicable taxes) that shall be computed on the Issue Price and for the period from the date of the allotment till the date of the actual redemption.

(e) **Voting Rights**

The holder of Non-Convertible Redeemable Preference Shares shall not have the right to vote in general meeting of the Transferee Company except for as provided in Section 47 of the Act.

(f) **Redemption**

The Non-Convertible Redeemable Preference Share are redeemable on the expiry of 36 (thirty six) months from the date of allotment thereof with an option with the Transferee Company to redeem them any time after the expiry of 18 (eighteen) months, wherein the yield and the coupon shall be adjusted proportionately. Each Non-Convertible Redeemable Preference Share shall be redeemed at the issue price of INR 121.25 (Indian Rupees one hundred twenty one and twenty five paise) per Non-Convertible Redeemable Preference Share together with a yield of 7.5% p.a. (seven and half percent per annum) on the Issue Price such that the redemption price, if Non-Convertible Redeemable Preference Shares are

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redeemed at the end of 36 (thirty six) months shall be INR 150.60 (Indian Rupees one hundred and fifty and sixty paise).

(g) **Taxation**

All payments in respect of redemption of Non-Convertible Redeemable Preference Shares shall be made less any deductions or withholding for or on account of any present or future taxes or duties as required by Applicable Laws.

(h) **Winding-up**

In the event of winding up of the Transferee Company, the holders of Non-Convertible Redeemable Preference Shares shall have a right to receive repayment of the capital paid-up and arrears of dividend, whether declared or not, up to the commencement of winding up, in priority to any payment of capital on the equity shares out of the surplus of the Transferee Company but shall not have any further right to participate in the profits or assets of the Transferee Company.

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1st April, 2021

ISIN OF THE COMPANY

Please note that pursuant to the Composite scheme of amalgamation of Harita Limited (Transferor Company 1) and Harita Venu Private Limited (Transferor Company 2) and Harita Cheema Private Limited (Transferor Company 3) and Harita Financial Services Limited (Transferor Company 4) and Harita Seating Systems Limited (Transferor Company 5) with Minda Industries Limited (Transferee Company) ("Scheme of Arrangement"), the Transferor Companies will be dissolved without being wound up and accordingly, the equity shares of the Transferor Company 5 will no longer be traded on the Stock Exchanges after the Record Date. Accordingly, the question of change in the ISIN: INE939D01015 of the Transferor Company 5 under the Scheme does not arise.

Further as per the Scheme of Arrangement, the Company will issue either Equity shares (having ISIN INE405E01023) or Non-Convertible Redeemable Preference Share (ISIN to be created) to the shareholders of Transferor Companies.

Yours faithfully,

For Minda industries Limited

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Tarun Kumar Srivastava
Company Secretary and Compliance Officer

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CONFIRMATION

We hereby confirm that the Company has complied with the Observation letter dated 11th July 2019 and 12th July, 2019 issued by National Stock Exchange of India Limited and BSE Limited respectively, for Composite Scheme of Amalgamation of Harita Limited (Transferor Company 1) and Harita Venu Private Limited (Transferor Company 2) and Harita Cheema Private Limited (Transferor Company 3) and Harita Financial Services Limited (Transferor Company 4) and Harita Seating Systems Limited (Transferor Company 5) with Minda Industries Limited (Transferee Company) and their respective shareholders.

For **MINDA INDUSTRIES LIMITED**

Tarun Kumar Srivastava
Company Secretary and Compliance Officer

MINDA INDUSTRIES LIMITED Delhi

Date: 1st April, 2021