



Samvardhana MotherSON International Limited

(formerly MotherSON Sumi Systems Limited)

Head Office: C-14 A & B, Sector 1, Noida – 201301 Distt. Gautam Budh Nagar, U.P. India

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March 2, 2023

BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai - 400 001 Scrip Code: 517334	National Stock Exchange of India Limited Exchange Plaza, Plot No. C/1, G Block, Bandra – Kurla Complex, Bandra (East), Mumbai - 400 051 Symbol: MOTHERSON
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SUB: Scheme of Amalgamation of identified wholly owned subsidiaries with the Company

REF: Regulation 37(6) and 59A of SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 (“Listing Regulations”) read with SEBI Circular dated December 9, 2022 bearing reference no. SEBI/HO/DDHS/DDHS-RACPOD1/P/CIR/2022/170

Dear Sir/ Madam,

We refer to our disclosure under Regulation 30 of the Listing Regulations dated January 27, 2023 in relation to the Scheme of Amalgamation of MotherSON Consultancies Services Limited and MotherSON Invenzen Xlab Private Limited and Samvardhana MotherSON Polymers Limited and MS Global India Automotive Private Limited (hereinafter collectively referred to as “**Transferor Companies**”) with Samvardhana MotherSON International Limited (“**Company**”) and their respective shareholders and creditors under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (“**Scheme**”). The Transferor Companies are the wholly owned subsidiaries of the Company.

Pursuant to Regulation 37(6) and 59(A) of the Listing Regulations read with SEBI Circular dated December 9, 2022 bearing reference no. SEBI/HO/DDHS/DDHS-RACPOD1/P/CIR/2022/170, please find attached the Scheme along with the copy of resolutions passed by the Board of Directors of the Transferor Companies and the Company, respectively, approving the said Scheme.

Kindly note that the Company along with the Transferor Companies will file necessary application(s) in connection with the Scheme with the Hon’ble National Company Law Tribunal .

The above is for your information and dissemination on the website of the Stock Exchanges.

Thanking you,

Yours truly,
For Samvardhana MotherSON International Limited
(formerly MotherSON Sumi Systems Limited)

Alok Goel
Company Secretary

Regd Office:
Unit – 705, C Wing, ONE BKC, G Block Bandra
Kurla Complex, Bandra East
Mumbai – 400051, Maharashtra (India)
Tel: 022-61354800, Fax: 022-61354801
CIN No.: L34300MH1986PLC284510

SCHEME OF AMALGAMATION

OF

**MOTHERSON CONSULTANCIES SERVICE LIMITED
("Transferor Company 1")**

AND

**MOTHERSON INVENZEN XLAB PRIVATE LIMITED
("Transferor Company 2")**

AND

**SAMVARDHANA MOTHERSON POLYMERS LIMITED
("Transferor Company 3")**

AND

**MS GLOBAL INDIA AUTOMOTIVE PRIVATE LIMITED
("Transferor Company 4")**

WITH

**SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED
("Transferee Company")**

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

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



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(A) PREAMBLE

This scheme of amalgamation ("Scheme" as defined hereinafter) provides for the amalgamation of the Transferor Companies (as defined hereinafter) with the Transferee Company (as defined hereinafter) with effect from the Appointed Date (as defined hereinafter) under the provisions of Sections 230 to 232 and other applicable provisions of the Act (as defined hereinafter) read with Section 2(1B) and other applicable provisions of the Income Tax Act (as defined hereinafter) and various other matters consequential thereto or otherwise integrally connected therewith in the manner set out in this Scheme.

(B) DESCRIPTION OF COMPANIES

1. **Motherson Consultancies Service Limited ("Transferor Company 1")** is an unlisted public company, limited by shares, incorporated on 9 December 2004 under the provisions of the Companies Act, 1956 having corporate identification number U29130MH2004PLC391611. The Transferor Company 1 is inter alia engaged in the business of providing purchase consultancy related to consumables and indirect purchase for all group companies in India. The equity shares of the Transferor Company 1 are not listed on the Stock Exchanges (as defined hereinafter). The Transferor Company 1 is wholly owned subsidiary of the Transferee Company.
2. **Motherson Invenzen Xlab Private Limited ("Transferor Company 2")** is an unlisted private company, limited by shares, incorporated on 6 February 2014 under the provisions of the Companies Act, 2013 having corporate identification number U72300MH2014PTC392255. The Transferor Company 2 is inter alia engaged in the business of designing and/ or manufacturing and/ or sub contracting of telematics devices, audio and infotainment systems. The equity shares of the Transferor Company 2 are not listed on the Stock Exchanges. The Transferor Company 2 is wholly owned subsidiary of the Transferee Company.
3. **Samvardhana Motherson Polymers Limited ("Transferor Company 3")** is an unlisted public company, limited by shares, incorporated on 12 July 2011 under the provisions of the Companies Act, 1956 having corporate identification number U29292MH2011PLC286829. The Transferor Company 3 is a Core Investment Company (CIC) as defined in the regulations made by Reserve Bank of India (RBI) and is exempted from registration requirement with RBI and is primarily engaged as a holding company to hold investments in a group of entities that are engaged in the manufacturing, buying and selling of all kinds of plastic mouldings, plastic items, plastic components, polymers. The equity shares of the Transferor Company 3 are not listed on the Stock Exchanges. The Transferor Company 3 is wholly owned subsidiary of the Transferee Company.
4. **MS Global India Automotive Private Limited ("Transferor Company 4")** is an unlisted private company, limited by shares, incorporated on 3 August 2011 under the provisions of the Companies Act, 1956 having corporate identification number U36103MH2011PTC339304. The Transferor Company 4 is inter alia engaged in the business of manufacturing of press stamping parts for passenger cars and commercial vehicles. The equity shares of the Transferor Company 4 are not listed on the Stock Exchanges. The Transferor Company 4 is wholly owned subsidiary of the Transferee Company.
5. **Samvardhana Motherson International Limited (formerly known as Motherson Sumi Systems Limited) ("Transferee Company")** is a public listed company, limited by shares, incorporated on 19th December 1986 under the provisions of Companies Act, 1956 having corporate identification number L34300MH1986PLC284510. The Transferee Company is inter alia



engaged in the business of manufacture and sale of components to automotive original equipment manufacturers. The equity shares of the Transferee Company are listed on the Stock Exchanges. The non-convertible debentures of the Transferee Company are listed on the Stock Exchanges.

(C) RATIONALE

The Transferee Company is desirous of consolidating the assets and liabilities of the Transferor Companies pursuant to the amalgamation. The Scheme provides for the amalgamation of the Transferor Companies with the Transferee Company and will result in the following benefits:

- (a) streamlining and further simplification of the group corporate structure;
- (b) elimination of duplicate administrative functions across the Transferor Companies ;
- (c) reduction in legal and regulatory compliance costs coupled with reduced time and effort for multiple record keeping; and
- (d) consolidation of the businesses presently being carried on by the Transferor Companies with the Transferee Company shall create greater synergies by enabling optimal utilisation of resources & pooling of management.

The Scheme is therefore in the interest of the shareholders, creditors and all other stakeholders of the companies and is not prejudicial to their interests or the public at large.

(D) PARTS OF THE SCHEME

The Scheme is divided into the following parts:

- 1. **PART - I** of the Scheme deals with the definitions of the capitalized terms used in this Scheme, the details of the share capital of the Parties (*as defined hereinafter*) and the date of taking effect and implementation of this Scheme;
- 2. **PART - II** of the Scheme deals with the amalgamation of the Transferor Companies with the Transferee Company and other related matters; and
- 3. **PART - III** of the Scheme deals with the general terms and conditions applicable to this Scheme.

**PART – I
DEFINITIONS, INTERPRETATION, SHARE CAPITAL AND OPERATION OF SCHEME**

1 DEFINITIONS

- 1.1 In this Scheme, unless inconsistent with the subject or context thereof (a) capitalised terms defined by inclusion in quotations and/or parenthesis shall have the meanings so ascribed; and (b) the following expressions shall have the meanings ascribed hereunder:

“Act” means the Companies Act, 2013 and the rules and regulations made thereunder, and includes any alterations, modifications and amendments made thereto and/or any re-enactment thereof;



“Applicable Law” or **“Law”** means any applicable national, foreign, provincial, local or other law including applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, Tribunal (*as defined hereinafter*); (b) Permits (*as defined hereinafter*); and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority (*as defined hereinafter*) having jurisdiction over the Parties as may be in force from time to time;

“Appointed Date” means the opening business hours of 1st April 2022 or such other date as may be mutually agreed by the respective Board of the Parties or as may be directed by the Appropriate Authority;

“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, tribunals, central bank, commission or other authority thereof;
- (b) any governmental, quasi-governmental or private body, self-regulatory organisation, or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, Tax, importing, exporting or other governmental or quasi-governmental authority including without limitation, RBI, SEBI, Stock Exchanges; and
- (c) the Tribunal.

“Board” in relation to the Parties, means the board of directors of such Party, and shall include a committee of directors or any person authorized by such board of directors or such committee of directors duly constituted and authorized for the matters pertaining to this Scheme or any other matter relating hereto;

“Effective Date” means the date on which the last of the conditions specified in Clause 14 (Conditions Precedent) are complied with. Reference in this Scheme to the date of **“coming into effect of this Scheme”** or **“effectiveness of this Scheme”** or **“effect of this Scheme”** or **“upon the Scheme becoming effective”** shall mean the Effective Date;

“Encumbrance” means (a) 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; (b) 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, transfer, receipt of income or exercise; or (c) any hypothecation, title retention, restriction, power of sale or other preferential arrangement; or (d) any agreement to create any of the above; and the term **“Encumber”** shall be construed accordingly;

“Income Tax Act” means the Income-tax Act, 1961;

“INR” or **“Rupee(s)”** means Indian Rupee, the lawful currency of the Republic of India;

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



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

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

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

"Scheme" or "the Scheme" or "this Scheme" means this scheme of amalgamation, as may be modified;

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

"SEBI Circular" means the circulars issued by the SEBI, being SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/000000665 dated November 23, 2021 read with SEBI Circular No. SEBI/HO/DDHS/DDHS-RACPOD1/P/CIR/2022/156 dated November 17, 2022, SEBI Circular No. SEBI/HO/DDHS/DDHS-RACPOD1/P/CIR/2022/170 dated December 9, 2022 and any amendments thereof, modifications issued pursuant to regulations 11, 37, 59A, 94 and 94A of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;

"SEBI LODR Regulations" means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and any amendments thereof;

"Stock Exchanges" means National Stock Exchange of India Limited and BSE Limited collectively and Stock Exchange shall mean each of them individually;

"Tax Laws" means all applicable laws dealing with Taxes including but not limited to income-tax, wealth tax, sales tax/ value added tax, service tax, goods and service tax, excise duty, customs duty or any other levy of similar nature;

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

"Transferee Company" means Samvardhana Motherson International Limited (*formerly known as Motherson Sumi Systems Limited*), a public listed company, limited by shares, incorporated under the provisions of Companies Act, 1956, under corporate identification number L34300MH1986PLC284510 and having its registered office at Unit - 705, C Wing, One BKC, G - Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra, India,

"Transferor Company 1" means Motherson Consultancies Service Limited, an unlisted public company, limited by shares, incorporated under the provisions of the Companies Act, 1956 under corporate identification number U29130MH2004PLC391611 and having its registered



office at Unit – 705, C Wing, One BKC, G – Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, Maharashtra, India;

“**Transferor Company 2**” means Motherson Invenzen Xlab Private Limited, an unlisted private company, limited by shares, incorporated under the provisions of the Companies Act, 1956 under corporate identification number U72300MH2014PTC392255 and having its registered office at Unit - 705, C Wing, One BKC, G - Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, Maharashtra, India;

“**Transferor Company 3**” means Samvardhana Motherson Polymers Limited, an unlisted public company, limited by shares, incorporated under the provisions of the Companies Act, 1956 under corporate identification number U29292MH2011PLC286829 and having its registered office at Unit - 705, C Wing, One BKC, G - Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, Maharashtra, India;

“**Transferor Company 4**” means MS Global India Automotive Private Limited, an unlisted private company, limited by shares, incorporated under the provisions of the Companies Act, 1956 under corporate identification number U36103MH2011PTC339304 and having its registered office at Unit - 705, C Wing, One BKC, G - Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, Maharashtra, India;

“**Transferor Companies**” means the Transferor Company 1, the Transferor Company 2, the Transferor Company 3, and the Transferor Company 4 collectively and the term “**Transferor Company**” shall mean each of them individually; and

“**Tribunal**” means the Mumbai bench of the National Company Law Tribunal having jurisdiction over the Parties.

1.2 Interpretation

In this Scheme, unless the context otherwise requires:

- 1.2.1 words denoting the singular shall include the plural and *vice versa*;
- 1.2.2 headings, sub-headings, titles, sub-titles to clauses, sub-clauses and paragraphs are for information and convenience only 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 all terms and words not defined in this Scheme shall unless repugnant or contrary to the context or meaning thereof, have the same meaning as prescribed to them under the Act, Income Tax Act, or any other applicable laws, rules, regulations, bye laws, as the case may be including any statutory modification or re-enactment thereof from time to time; and
- 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.



2 SHARE CAPITAL

2.1 The share capital structure of the Transferor Company 1 as on 31st December 2022 is as follows:

Particulars	Amount (In INR)
Authorized Share Capital	
50,00,000 equity shares of INR 10 each	5,00,00,000
TOTAL	5,00,00,000
Issued, subscribed and paid-up share capital	
26,00,000 Equity Shares of INR 10 each fully paid up	2,60,00,000
TOTAL	2,60,00,000

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

2.2 The share capital structure of Transferor Company 2 as on 31st December 2022 is as follows:

Particulars	Amount (In INR)
Authorized Share Capital	
21,000 equity shares of INR 10 each	2,10,000
50,00,000 preference shares of INR 10 each	5,00,00,000
TOTAL	5,02,10,000
Issued, subscribed and paid-up share capital	
20,410 equity shares of INR 10 each fully paid up	2,04,100
49,90,000 3% Optionally Convertible Redeemable Preference Shares of INR 10 each fully paid up	4,99,00,000
TOTAL	5,01,04,100

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

2.3 The share capital structure of Transferor Company 3 as on 31st December 2022 is as follows:

Particulars	Amount (In INR)
Authorized Share Capital	
70,00,000 equity shares of INR 10 each	7,00,00,000
TOTAL	7,00,00,000
Issued, subscribed and paid-up share capital	
37,68,000 equity shares of INR 10 each fully paid up	3,76,80,000
TOTAL	3,76,80,000

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



2.4 The share capital structure of Transferor Company 4 as on 31st December 2022 is as follows:

Particulars	Amount (In INR)
Authorized Share Capital	
21,50,00,000 equity shares of INR 10 each	215,00,00,000
TOTAL	215,00,00,000
Issued, subscribed and paid-up share capital	
21,50,00,000 equity shares of INR 10 each fully paid up	215,00,00,000
TOTAL	215,00,00,000

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

2.5 The share capital structure of the Transferee Company as on 31st December 2022 is as follows:

Particulars	Amount (In INR)
Authorized share capital	
12,300,000,000 equity shares of INR 1 each	12,300,000,000
TOTAL	12,300,000,000
Issued, Subscribed and Paid-up share capital	
677,64,21,366 equity shares of INR 1 each fully paid up	677,64,21,366
TOTAL	677,64,21,366

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

3 DATE OF TAKING EFFECT AND IMPLEMENTATION OF THIS SCHEME

This Scheme in its present form or with any modification(s) made as per Clause 19 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 THE TRANSFEE COMPANY AND OTHER RELATED MATTERS

4 AMALGAMATION/TRANSFER AND VESTING OF ASSETS AND LIABILITIES AND ENTIRE BUSINESS OF THE TRANSFEROR COMPANIES

4.1 Upon coming into effect of this Scheme and with effect from the Appointed Date and in accordance with the provisions of this Scheme and pursuant to Sections 230 to 232 and other applicable provisions of the Act and Section 2(1B) of the Income Tax Act and any other Applicable Law, the Transferor Companies shall stand transferred to and vested in the Transferee Company as a going concern and accordingly, all assets, Permits, contracts, liabilities, loan, debentures, rights, duties and obligations of the Transferor Companies shall, without any further act, instrument or deed or third party consent or acknowledgment, 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, Permits, contracts, liabilities, loan, debentures, rights, duties and obligations of the Transferee




Company, subject to the existing Encumbrance confined to the relevant assets of the Transferor Companies only, by virtue of operation of law, and in the manner provided in this Scheme.

4.2 Upon coming into effect of this Scheme and with effect from the Appointed Date, without prejudice to the generality of the provisions of Clause 4.1 above, the manner of transfer and vesting of assets and liabilities of the Transferor Companies under this Scheme, is as follows:

4.2.1 In respect of such of the assets and properties of the Transferor Companies which are movable in nature (including but not limited to all, intangible assets, brands, trademarks of the Transferor Companies, whether registered or 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) or are otherwise capable of transfer by delivery or possession or by endorsement, shall stand transferred upon the Scheme coming into effect and shall, ipso facto and without any other order to this effect, become the assets and properties of the Transferee Company without requiring any deed or instrument of conveyance for transfer of the same without any further act. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or by vesting and recordal, pursuant to this Scheme, as appropriate to the property being vested, and title to the property shall be deemed to have been transferred accordingly;

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 respective 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 or as the case may be in favour of Transferee Company;

4.2.3 In respect of such of the assets and properties of the Transferor Companies which are immovable in nature, including rights, interest and easements in relation thereto, the same shall stand transferred to the Transferee Company with effect from the Appointed Date, without any act or deed or conveyance being required to be done or executed by the Transferor Companies and/or the Transferee Company;

4.2.4 For the avoidance of doubt and without prejudice to the generality of Clause 4.2.3 above, it is clarified that, with respect to the immovable properties of the Transferor Companies in the nature of land and buildings, the Transferee Company shall register the true copy of the order of the Tribunal approving the Scheme with the offices of the relevant Sub-registrar of Assurances or similar registering authority having jurisdiction over the location of such immovable property and shall also execute and register, as required, such other documents as may be necessary in this regard. For the avoidance of doubt, it is clarified that any document executed pursuant to this Clause will be for the limited purpose of meeting regulatory requirements and shall



not be deemed to be a document under which the transfer of any property of the respective Transferor Companies takes place and the assets and liabilities of the Transferor Companies shall be transferred solely pursuant to and in terms of this Scheme and the order of the Tribunal sanctioning this Scheme;

- 4.2.5 All debts, liabilities, duties and obligations 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;
- 4.2.6 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 respective Transferor Companies, as may be applicable, 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;
- 4.2.7 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 Encumbrance shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which any of the Transferor Company is a party) related to any of its assets, 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, the 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. With regards to any guarantees provided by the Transferee Company to the lenders of the Transferor Companies are concerned, upon the Scheme coming into effect, the said guarantees will stand cancelled and annulled. No separate obligations and/or security would be provided, by the Transferee Company to that effect;
- 4.2.8 Unless otherwise stated in this Scheme, all Permits, including the rights, benefits attached thereto of the Transferor Companies, shall be transferred to the Transferee Company from the Appointed Date, without any further act, instrument or deed and shall be appropriately mutated or endorsed by the Appropriate Authorities concerned therewith in favour of the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms, obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company to



carry on the operations of the Transferor Companies without any hindrance, whatsoever;

4.2.9 Without prejudice to the provisions as stated above, all trade and service names and marks, patents, copyrights, designs, goodwill which includes the positive reputation that the Transferor Companies were enjoying to retain its clients, statutory licenses, infrastructural advantages, overall increase in market share, customer base, skilled employees, business claims, business information, business contracts, trade style and name, marketing and distribution channels, marketing or other commercial rights, customer relationship, trade secrets, information on consumption pattern or habits of the consumers in the territory, technical know-how, client records, KYC (know your customer) records/ POAs (power of attorney), authorisations, client details and other intellectual property rights of any nature whatsoever, books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), drawings, computer programs, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, customer credit information, customer pricing information and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Companies shall be transferred to the Transferee Company from the Appointed Date, without any further act, instrument or deed;

4.2.10 All contracts where the respective Transferor Companies are a party, shall stand transferred to and vested in the Transferee Company pursuant to this Scheme becoming effective. The absence of any formal amendment which may be required by a third party to effect such transfer and vesting shall not affect the operation of the foregoing sentence. The Transferee Company shall, wherever necessary, enter into and/ or execute deeds, writings, confirmations or novations to all such contracts, if necessary, in order to give formal effect to the provisions of this Clause; and

4.2.11 Provided that, upon this Scheme coming into effect, all inter-company transactions including loans, contracts executed or entered into by or inter se between the Transferor Companies and the Transferee Company, if any, shall stand cancelled with effect from the Effective Date and neither the Transferor Companies and/or Transferee Company shall have any obligation or liability against the other party in relation thereto.

4.3 Without prejudice to the provisions of the foregoing sub-clauses of Clause 4.2, the Parties may execute any and all instruments or documents and do all acts, deeds and things as may be required, including filing of necessary particulars and/ or modification(s) of charge, necessary applications, notices, intimations or letters with any Appropriate Authority or Person to give effect to the Scheme. Any procedural requirements required to be fulfilled solely by the Transferor Companies, shall be fulfilled by the Transferee Company as if it were the duly constituted attorney of the Transferor Companies. The Transferee Company shall take such actions as may be necessary and permissible to get the assets, Permits and contracts of the Transferor Companies transferred and/ or registered in its name.

EMPLOYEES

5.1 Upon the effectiveness of this Scheme and with effect from the Effective Date, the Transferee Company undertakes to engage without any interruption in service all the employees of the Transferor Companies, if any, on terms and conditions no less favourable than those on which



they are engaged by the Transferor Companies. The Transferee Company agrees that the services of all such employees with the Transferor Companies prior to the transfer shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retiral/ terminal benefits.

- 5.2 The accumulated balances, if any, standing to the credit of and in favour of the aforesaid employees of the Transferor Companies in the existing provident fund, gratuity fund, superannuation fund and any other fund of which they are members, as the case may be, will be transferred to the respective funds of the Transferee Company set-up in accordance with Applicable Law and caused to be recognized by the Appropriate Authorities. Pending the transfer as aforesaid, the dues of the said employees would continue to be deposited in the existing provident fund, gratuity fund, superannuation fund and other fund respectively of the Transferor Companies and such funds shall be held for the benefit of the employees transferred under the Scheme.

6 LEGAL PROCEEDINGS

- 6.1 If any suit, cause of actions, appeal or other legal, quasi-judicial, arbitral or other administrative proceedings of whatever nature (hereinafter called the “**Proceedings of the Transferor Companies**”) by or against the Transferor Companies are 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 of the Transferor Companies 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.
- 6.2 From the date of approval of this Scheme by the respective Board of the Transferor Companies and until the Effective Date, the Transferor Companies shall defend all legal proceedings, other than in the ordinary course of business, with the advice and instructions of the Transferee Company.

7 TAXES/ DUTIES/ CESS

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

- 7.1 Taxes of whatsoever nature including advance tax, self-assessment tax, regular assessment taxes, tax deducted at source, dividend distribution tax, foreign tax, minimum alternative 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 be applicable. Further, any tax deducted at source by the Transferor Companies/ the Transferee Company on payables to the Transferee Company / the Transferor Companies respectively which has been deemed not to be accrued, shall be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

7.2 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 be and stand vested in the Transferee Company. Further, losses (including but not limited to book losses, tax losses), book unabsorbed depreciation, tax unabsorbed depreciations to which



Transferor Companies are entitled to in terms of Applicable law(s), shall be available to and vest in the Transferee Companies.

- 7.3 Without prejudice to the provisions of this Scheme, with effect from the Appointed Date, all inter-party transactions between the Transferor Companies and the Transferee Company and *inter se* amongst the Transferor Companies shall be considered as intra-party transactions for all purposes, from the Appointed Date. Any Taxes (including tax deducted at source or dividend distribution tax) paid in relation to such transaction shall, to the extent permissible by Applicable Law, be claimed as a refund.
- 7.4 The Transferee Company is expressly permitted to revise and file its income tax returns and other statutory returns, along with the necessary forms, filings and annexures even beyond the due date, if required, including tax deducted / collected at source returns, service tax returns, excise tax returns, sales tax / value added tax / goods and service tax 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 deducted at source, credit of foreign Taxes paid/withheld, minimum alternate tax credit, losses (including but not limited to book losses, tax losses), book unabsorbed depreciation, tax unabsorbed depreciations etc. if any, as may be required for the purposes of/consequent to implementation of the Scheme.
- 7.5 It is hereby clarified that in case of any refunds, benefits, incentives, grants, subsidies, etc., the Transferee Company, if so required, shall issue notice in the name of the Transferor Companies, in such form as it 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.
- 7.6 Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Companies, under Tax Laws or other applicable laws / regulations dealing with Taxes/ duties / levies duly complied by the Transferor Companies shall be made or deemed to have been made and duly complied with by the Transferee Company.

Without prejudice to the provisions of this Scheme, the Scheme has been drawn up to comply with the conditions as specified under Section 2(1B) of the Income Tax Act and other relevant provisions of the Income Tax Act involving as aforesaid. If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said section of the Income Tax Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act and other relevant provisions of the Income Tax Act.

8 CONSIDERATION

- 8.1 The Transferor Companies are wholly owned subsidiaries of the Transferee Company and therefore there shall be no issue of shares as consideration for the amalgamation of the Transferor Companies with the Transferee Company. Accordingly, upon effectiveness of the Scheme, there will be no change in the shareholding pattern of the Transferee Company.
- 8.2 Upon the Scheme becoming effective, all equity and preference shares, as the case maybe, of the Transferor Companies held by the Transferee Company along with its nominees, shall



stand cancelled without any further application, act, instrument or deed and be of no effect without any necessity of them being surrendered. In this regard, the Transferor Companies and/or the Transferee Company, will undertake necessary corporate actions, if any, for cancellation of shares of the Transferor Companies as held by the Transferee Company in dematerialised form with the relevant depository (Central Depository Services (India) Limited / National Securities Depository Limited) as per Applicable Law.

9 ACCOUNTING TREATMENT

9.1 Accounting treatment for the amalgamation of the Transferor Company 1, the Transferor Company 2 and the Transferor Company 4 (hereinafter collectively referred to as "concerned Transferor Companies") with the Transferee Company

Notwithstanding anything else contained in the Scheme, upon approval of the Scheme by the Tribunal, the Transferee Company shall account for the amalgamation of the concerned Transferor Companies in its books of accounts in accordance with Indian Accounting Standards (Ind AS) notified under Section 133 of the Act under the Companies (Indian Accounting Standard) Rules, 2015, as amended from time to time, and the date of such accounting treatment would be in accordance with the applicable Ind AS:

- 9.1.1 All the assets and liabilities of the concerned Transferor Companies transferred to and vested with the Transferee Company pursuant to the Scheme shall be recorded by the Transferee Company in its separate financial statements at their respective carrying values as appearing in the consolidated financial statements of the Transferee Company;
- 9.1.2 The identity of the reserves of the concerned Transferor Companies shall be preserved and they shall appear in the separate financial statements of the Transferee Company in the same form and manner, in which they have appeared in the consolidated financial statements of the Transferee Company;
- 9.1.3 The investments in the equity share capital of the concerned Transferor Companies as appearing in the books of accounts of the Transferee Company and equity share capital as appearing in the books of the concerned Transferor Companies shall stand cancelled;
- 9.1.4 Inter-company balances, loans and advances, if any, between the Transferee Company and concerned Transferor Companies will stand cancelled;
- 9.1.5 Comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of merger, as stated above, as if the merger had occurred from the beginning of the comparative period;
- 9.1.6 The excess/ deficit, if any, arising pursuant to the above treatment shall be adjusted against capital reserve;
- 9.1.7 In case of any differences in accounting policies between the concerned Transferor Companies and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies. The resulting impact if any shall be adjusted as per the accounting standards applicable to the Transferee Company;



9.1.8 For accounting purpose, the Scheme will be given effect from the date when all substantive conditions for the transfer of business are completed; and

9.1.9 Any matter not dealt with in Clause 9.1 hereinabove shall be dealt with in accordance with the accounting standards applicable to the Transferee Company.

9.2 Accounting treatment for the amalgamation of the Transferor Company 3 with the Transferee Company

Notwithstanding anything else contained in the Scheme, upon approval of the Scheme by the Tribunal, the Transferee Company shall account for the amalgamation of the Transferor Company 3 in its books of accounts in accordance with Ind AS notified under Section 133 of the Act under the Companies (Indian Accounting Standard) Rules, 2015, as amended from time to time, and the date of such accounting treatment would be in accordance with the applicable Ind AS:

9.2.1 All the assets and liabilities (except investment in Group companies) recorded in the books of the Transferor Company 3 shall be transferred to and vested in the books of the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at the respective book values appearing in the books of the Transferor Company 3;

9.2.2 Investment in Group companies recorded in the books of the Transferor Company 3 transferred to and vested in the books of the Transferee Company pursuant to the Scheme shall be recorded by the Transferee Company at a value equivalent to the difference between the carrying amount of the investment in the Transferor Company 3 as recorded in the books of Transferee Company, and the asset and liabilities recorded in the books of Transferor Company 3 in accordance with the provisions of Clause 9.2.1 above;

9.2.3 The investments in the equity share capital of the Transferor Company 3 as appearing in the books of accounts of the Transferee Company, as on the Effective Date and equity share capital as appearing in the books of the Transferor Company 3, shall stand cancelled;

9.2.4 Inter-company balances, loans and advances, if any, between the Transferee Company and the Transferor Company 3 will stand cancelled;

9.2.5 In case of any differences in accounting policy between the Transferor Company 3 and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference shall be adjusted as per accounting standards applicable to the Transferee Company;

9.2.6 For accounting purpose, the Scheme will be given effect from the date when all substantive conditions for the transfer of business are completed; and

9.2.7 Any matter not dealt with in Clause 9.2 hereinabove shall be dealt with in accordance with the accounting standards applicable to the Transferee Company.

10 CHANGE IN CHARTER DOCUMENTS OF THE TRANSFEE COMPANY

10.1 With effect from the Effective Date, the memorandum of association of the Transferee Company shall be deemed to be altered and amended, without any further act or deed to



inter alia include the objects as required for carrying on the business activities of the Transferor Companies pursuant to the applicable provisions of the Act. Accordingly, the memorandum of association of the Transferee Company shall be altered and amended and following clauses shall be inserted in the Clause III (A) of the memorandum of association of the Transferee Company:

- 10.1.1 To develop and maintain the software, websites, content management systems, web-based information system, mobile application based information system, client server application, enterprise resource planning, network management and other related programs and applications of all descriptions and specifications used in an industry, , business, entertainment, education, automobile, automotive, automotive infotainment, Telematics, medical engineering, banking, insurance, publication, government departments and other related fields.
- 10.1.2 To set up and run electronic data processing centres and to carry on the business of data processing, word processing, software consultancy, system studies, management consultancy, techno economic feasibility studies of projects, design and development of management information system.
- 10.1.3 To engage in marketing, selling, manufacturing, imports, exports, service and assembly of chest freezers, chillers, glass top freezers, glass top chillers, vertical chiller, vertical freezers, display cabinets, refrigeration products and kitchen equipments and to engage in any and all acts, things, business and activities which are related, incidental or conducive directly or indirectly to the attainment of the above products including trade of various components required for assembly of chest freezers, chillers, glass top freezers, glass top chillers, vertical chiller, vertical freezers, display cabinets, refrigeration products and kitchen equipments.
- 10.1.4 To manufacture, deal in, import and export body parts, chassis parts, engine parts, test kits, components, tools, dies, moulds, machineries and other machinery components, assemblies for heavy and light vehicles automobile and general industry.
- 10.2 Accordingly, consequential (numbering) changes shall be made to the paragraph numbers forming part of Clause III(B) of the memorandum of association of the Transferee Company, without any act, instrument or deed, in terms per Clause 10.1 above, pursuant to Sections 13, 14 and other applicable provisions of the Act.
- 10.3 For the purposes of the amendment of the memorandum of association of the Transferee Company as provided in this Clause, it is hereby clarified that the approval of the Tribunal to the Scheme shall be deemed to be consent/ approval of the members of the Transferee Company also to the alteration of the memorandum and articles of association of the Transferee Company as may be required under the Act and no further resolution of members of the Transferee Company as required under the applicable provisions of the Act shall be required to be passed for making such change/ amendment in the memorandum of association of the Transferee Company and filing of the certified copy of this Scheme as sanctioned by the Tribunal, in terms of Sections 230 to 232 of the Act and any other applicable provisions of the Act, together with the order of the Tribunal and a printed copy of the memorandum of association for the purposes of the applicable provisions of the Act and the RoC shall register the same and make the necessary alterations in the memorandum of association of the Transferee Company accordingly and shall certify the registration thereof in accordance with the applicable provisions of the Act.



- 10.4 The Transferee Company shall file with the RoC, all requisite forms and complete the compliance and procedural requirements under the Act, if any.

11 VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon this Scheme coming into effect, the resolutions/ power of attorneys executed by the Transferor Companies, as are considered necessary by the Board of the Transferee Company, and that are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions and power of attorney passed/ executed by the Transferee Company. Further, if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then such limits shall automatically be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the new aggregate limits for each of the subject matters covered under such resolutions/power of attorneys for the purpose of the Transferee Company without any further act or deed.

12 DISSOLUTION OF THE TRANSFEROR COMPANIES

On the Scheme becoming effective, the Transferor Companies shall stand dissolved without winding up and the Board and any committees thereof of Transferor Companies shall without any further act, instrument or deed be and stand discharged. On and from the Effective Date, the name of the Transferor Companies shall be struck off from the records of the concerned RoC.

**PART III
GENERAL TERMS & CONDITIONS**

13 SAVING OF CONCLUDED TRANSACTIONS

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

14 CONDITIONS PRECEDENT

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

14.1.1 the sanctions and orders of the Tribunal, under Sections 230 to 232 of the Act being obtained by the Parties;

14.1.2 the certified/ authenticated copies of the orders of the Tribunal under Sections 230 to 232 of the Act sanctioning the Scheme are filed with the jurisdictional RoC by the Parties as per the Tribunal Order; and

14.1.3 the requisite consent, approval or permission of Appropriate Authority which by Applicable Law or contract, agreement may be necessary for the implementation of this Scheme.



15 BUSINESS UNTIL THE EFFECTIVE DATE

15.1 With effect from the date of approval of the Scheme by the respective Board of the Parties and up to and including the Effective Date:

15.1.1 the Transferor Companies shall carry on its businesses in ordinary course with reasonable diligence and business prudence and in the same manner as the Transferor Companies had been doing hitherto.

15.1.2 Further the Transferor Companies shall not undertake any additional financial commitments of any nature whatsoever, including borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for themselves or on behalf of its respective affiliates or associates or any third party, or sell, transfer, alienate, charge, mortgage or Encumber or deal in any of its properties/assets, etc except:

- (a) when the same is expressly provided in this Scheme; or
- (b) when the same is in the ordinary course of business as carried on, by the Transferor Companies; or
- (c) when written consent of the Transferee Company has been obtained in this regard;

15.1.3 the Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Appropriate Authorities concerned as necessary under Applicable Law for such consents, approvals and sanctions which the Transferee Company may require to carry on the relevant business of the Transferor Companies and to give effect to the Scheme;

15.2 The Transferor Companies with effect from the Appointed Date and up to and including the Effective Date:

15.2.1 shall be deemed to have been carrying on and shall carry on its businesses and activities and shall hold and stand possessed of the assets for and on account of, and in trust for the Transferee Company;

15.2.2 all profits or income arising or accruing to the Transferor Companies and all Taxes paid thereon (including but not limited to advance tax, tax deducted at source, minimum alternate tax, dividend distribution tax, securities transaction tax, Taxes withheld/paid in a foreign country, etc.) or losses arising or incurred by the Transferor Companies shall, be treated as and deemed to be the profits or income, taxes or losses of the Transferee Company; and

15.2.3 all loans raised and all liabilities and obligations incurred by the Transferor Companies after the Appointed Date and prior to the Effective Date, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the Transferee Company in which it shall vest in terms of this Scheme and to the extent they are outstanding on the Effective Date, shall also, without any further act, instrument or deed be and be deemed to become the debts, liabilities, duties and obligations of the Transferee Company.



16 PROPERTY IN TRUST

Notwithstanding anything contained in this Scheme, on and after the Effective Date, until any property, asset, license, Permit, contract, agreement and rights and benefits arising therefrom pertaining to the Transferor Companies are transferred, vested, recorded, effected and/ or perfected, in the records of any Appropriate Authority 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, Permit, 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, Permit, contract or agreement. It is clarified that till entry is made in the records of the Appropriate Authorities, the Transferee Company will continue to hold the property and/or the asset, license, Permit, contract or agreement and rights and benefits arising therefrom in trust for and on behalf of the Transferor Companies.

17 FACILITATION PROVISIONS

17.1 For the purpose of giving effect to the amalgamation order passed under Sections 230 to 232 and other applicable provisions of the Act in respect of this Scheme by the Tribunal, the Transferee Company shall, at any time pursuant to the orders approving this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the amalgamation of the Transferor Companies, in accordance with the provisions of Sections 230 to 232 of the Act. The Transferee Company is and shall always be deemed to have been authorized to execute any pleadings, applications, forms, etc, as may be required to remove any difficulties and facilitate and carry out any formalities or compliances as are necessary for the implementation of this Scheme.

17.2 The Transferee Company may, from time to time, in accordance with the Act, rules and regulations framed by the SEBI including the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and other Applicable Law, issue securities to any Person (including by way of a rights issue, preferential allotment, private placement, QIP, bonus issue or any other permissible manner).

18 APPLICATIONS/ PETITIONS TO THE TRIBUNAL

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

19 MODIFICATION OR AMENDMENTS TO THIS SCHEME

19.1 The Board of the Parties acting jointly may make any modifications or amendments to this Scheme at any time and for any reason whatsoever, or which may otherwise be considered necessary, desirable or appropriate. The Board of the Parties may consent to any conditions or limitations that the Tribunal or any other Appropriate Authority may impose.



19.2 For the purposes of giving effect to this Scheme, the Board may give such directions including directions for settling any question or difficulty that may arise and such directions shall be binding as if the same were specifically incorporated In this Scheme.



20 WITHDRAWAL OF THIS SCHEME, NON-RECEIPT OF APPROVALS AND SEVERABILITY

- 20.1 Parties, acting jointly, shall be at liberty to withdraw the Scheme, any time before the Scheme is effective.
- 20.2 In the event of withdrawal of the Scheme under Clause 20.1 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.
- 20.3 In the event of any of the requisite sanctions and approvals not being obtained on or before such date as may be agreed to by the Parties, this Scheme or relevant part(s) of 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.
- 20.4 In the event the Effective Date does not occur on or before such date as may be agreed by the Parties, this Scheme shall become null and void, and in that event no rights and liabilities whatsoever shall accrue to or be incurred *inter se* by the Parties or their shareholders or creditors or employees or any other person in terms of this Scheme.
- 20.5 In the event of revocation/ withdrawal of the Scheme under this Clause 20, 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 Applicable Law and in such case, each Party shall bear its own costs, unless otherwise mutually agreed.

21 COSTS AND EXPENSES

All costs, charges, fees, Taxes, levies and other expenses payable in relation to or in connection with this Scheme and incidental to the completion of the Scheme including stamp duty on the order(s) of the Tribunal, if any, to the extent applicable and payable shall be borne and paid by the Transferee Company.



For Samvardhana Motherson International Ltd.
(Formerly Motherson Sumi Systems Ltd.)

Alok Goel
Alok Goel
Company Secretary



Samvardhana MotherSON International Limited

(formerly MotherSON Sumi Systems Limited)

Head Office: Plot No.1, Sector-127, Noida-Greater Noida Expressway, Noida - 201301, U.P., India

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED (FORMERLY MOTHERSON SUMI SYSTEMS LIMITED) HELD ON FRIDAY, JANUARY 27, 2023.

Approval of the Scheme of Amalgamation of MotherSON Consultancies Service Limited and MotherSON Invenzen Xlab Private Limited and Samvardhana MotherSON Polymers Limited and MS Global India Automotive Private Limited with Samvardhana MotherSON International Limited (formerly MotherSON Sumi Systems Limited) and their respective shareholders and creditors under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013.

"RESOLVED THAT pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (including any modification, amendment, or re-enactment thereof) ("**Act**") read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (and other applicable laws, rules and regulations, and subject to applicable provisions of the Memorandum and Articles of Association of Samvardhana MotherSON International Limited, sanction of the Hon'ble National Company Law Tribunal, Mumbai Bench ("**Hon'ble Tribunal**") having jurisdiction over the respective companies, approval of the members, creditors and other classes of persons (as applicable), of the respective companies, and statutory or regulatory authorities, as may be required, the Scheme of Amalgamation of MotherSON Consultancies Service Limited and MotherSON Invenzen Xlab Private Limited and Samvardhana MotherSON Polymers Limited and MS Global India Automotive Private Limited (collectively referred to as "**Transferor Companies**") with Samvardhana MotherSON International Limited ("**Transferee Company**" or "**Company**") and their respective shareholders and creditors ("**Scheme**") on the terms and conditions as stated therein and placed before the Board of Directors of the Company ("**Board**") be and is hereby accepted and approved.

RESOLVED FURTHER THAT that since the Transferor Companies are wholly owned subsidiaries of the Company, no shares shall be issued by the Company as consideration for the proposed merger under the Scheme.

RESOLVED FURTHER THAT Mr. V.C. Sehgal, Chairman, Mr. L.V. Sehgal, Vice Chairman, Mr. Pankaj Mital, Whole-time Director & COO, Mr. Sanjay Mehta, Head- Chairman's Office South Asia, Mr. Kunal Malani, Chief Financial Officer, Mr. Jitender Mahajan, Executive Vice President, Mr. Rohitash Gupta, Executive Vice President, Mr. Aviral Khandelwal, Vice President- Strategy, Mr. Alok Goel, Company Secretary and Mr. Sirish Vardhan, Vice President – General Counsel COSA of the Company, be and are hereby severally authorised to take all such steps in connection with the following:

- (a) to finalize and settle the Scheme, the notices for convening/ dispensing with the meetings of the shareholders and/or creditors of the Company along with the explanatory statements and other attendant documents as may be necessary, under Sections 230 to 232 and other applicable provisions under the Act, as may be required by the Company, for any reason whatsoever, or in terms of the directions of the Hon'ble Tribunal and assent to such alterations, conditions and modifications, if any, to the Scheme as may be required by the parties, prescribed or imposed by the Hon'ble Tribunal or as they may consider necessary or desirable to give effect to the Scheme;



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CIN No.: L34300MH1986PLC284510

- (b) to obtain necessary approvals including but not limited to members, creditors, Hon'ble Tribunal and other relevant authorities as may be required to implement the Scheme;
- (c) to sign, verify, consent, execute affidavits, including consent affidavits as a shareholder and/ or creditor, for and on behalf of the Company, for filing with the Hon'ble Tribunal;
- (d) to settle any question or difficulty arising under the Scheme or with regard to and of the meaning or interpretation of the Scheme or implementation thereof or in any manner whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under applicable law);
- (e) to make necessary applications, petitions, appeals and judges summons to the competent authorities for the purpose for obtaining requisite approvals including 'in principle' approvals as and when required before any relevant court, tribunal, stock exchange, or statutory/ regulatory authorities;
- (f) to make appropriate applications, filings and (as applicable) to notify, obtain no-objection letter or approval (if required) from and/ or represent before BSE Limited, National Stock Exchange of India Limited, the Securities Exchange Board of India ("SEBI"), jurisdictional Regional Director, Registrar of Companies, Ministry of Corporate Affairs, income tax authorities or any other regulatory authority(ies), in India or abroad, for approval and for the purpose of carrying into effect the Scheme;
- (g) to verify, sign, deal, swear, affirm, declare, deliver, execute, make, enter into, acknowledge, undertake, record all, *inter-alia*, deeds, advertisements, announcements, disclosures, declarations, instruments, vakalatnamas, applications (including for holding/ dispensation of shareholders' and creditor meetings), petitions, affidavits, objections, notices and writings whatsoever as may be usual, necessary, proper or expedient under the applicable laws/ regulations, including regulations prescribed by SEBI or under the Act in relation to the aforesaid matter and to represent the Company in all correspondences, matters and proceedings of any nature whatsoever in relation to the above;
- (h) to suspend, withdraw or review the Scheme from time to time as may be specified by any statutory/ competent authority or as may be suo moto decided by the Board in its absolute discretion;
- (i) to obtain the requisite approval and/or consents of the shareholders, secured lenders, creditors of the Company, banks, financial institutions and other regulatory authorities or entities or agencies as may be required and for that purpose, to initiate all necessary actions and to take other consequential steps as may be required from time to time in that behalf;
- (j) to finalize and approve notice of meeting of shareholders, creditors, as maybe required, along with the explanatory statement thereto;
- (k) to authenticate any document, instrument, proceeding and record of the Company;



- (l) to engage any counsel, consultant firms, advocates, attorneys, pleaders, solicitors, valuers, auditors, accountants, registrars, scrutinizers (for conducting voting at general meeting) or any other one or more agencies, as may be required in relation to or in connection with the Scheme, on such terms and conditions as they may deem fit, finalize their fees, terms and conditions of their appointment, issue appointment letter(s), furnish such information as may be required by them and also to sign, execute and deliver all documents, letters, advertisements, announcements, disclosures, affidavits, undertakings and other related documents in favour of the concerned authorities, advocates or any one or more persons or firms as they may deem fit and to do all such acts, deeds and things as they may deem fit and as may be necessary in this regard;
- (m) to incur such other expenses as may be necessary with regard to the above;
- (n) to file requisite forms with the relevant Registrar of Companies and/or any other regulatory authorities in connection with the Scheme;
- (o) to suitably inform, apply and/or represent to the central and/or state government(s) and/or local authorities, including but not limited to the sub-registrar of assurances, customs authorities, excise authorities, income tax authorities, goods and services tax authorities, employees' state insurance and provident fund authorities, telephone authorities, electricity authorities, postal authorities, and all other applicable authorities, agencies, etc., and/or to represent the Company before the said authorities and agencies and to sign and submit such applications, letters, forms, returns, memoranda, undertakings, declarations, deeds or documents and to take all required necessary steps and actions from time to time in the above connection, including registration of documents with the concerned sub-registrar of assurances;
- (p) to consider, approve, sign and execute all other documents, advertisements, announcements, disclosures, etc. which may be sent/ required to be sent to the concerned authorities on behalf of the Company;
- (q) to make necessary applications to various statutory authorities, as may be required for the purpose of sanction and/or implementation of the Scheme and to make such disclosures to governmental or regulatory authorities as may be required for the purpose;
- (r) to affix the common seal of the Company on such agreements, undertakings, deeds, documents, writings, etc., as may be required, (including on any modifications or amendments thereto as may be required from time to time), in connection with the purpose of the above resolutions as may be required, in presence of any one of the director of the Company and Mr. Sanjay Mehta, Head-Chairman's Office South Asia or Mr. Kunal Malani, Chief Financial Officer or Mr. Jitender Mahajan, Executive Vice President or Mr. Rohitash Gupta, Executive Vice President or Mr. Aviral Khandelwal, Vice President- Strategy or Mr. Alok Goel, Company Secretary or Mr. Sirish Vardhan, Vice President – General Counsel COSA;
- (s) to sign, execute and deliver such documents as may be necessary and to do all such other acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect for the purpose of the above resolutions or to otherwise give effect to the transactions contemplated as aforesaid;



- (t) to authorize the officers of the Company and/or any other persons to discuss, negotiate, finalize, execute, sign, submit and file all required documents, deeds of assignment/ conveyance and any other deeds, documents, schemes, agreements, forms, returns, applications, letters, etc. including any modifications thereto, whether or not under the common seal of the Company, as may be required from time to time, and to do all such acts, deeds, matters and things as they may deem necessary and expedient at their absolute discretion in the above matters without any further approval of the Board; and
- (u) to do all such acts and things and deal with all such matters and take all steps as may be necessary including the modification of the Scheme, if required, and do all such other acts, matters, deeds and things necessary, proper or desirable in connection with or incidental to giving effect to the purposes of these resolutions.

RESOLVED FURTHER THAT the report of the Board explaining the effect of the Scheme on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders laying out in particular the share entitlement ratio and specifying the valuation difficulties, if any, as required to be annexed to the notice and statement as per Section 232(2)(c) of Act, submitted before the meeting, duly presented by the Chairman for the purpose of identification, and signed on behalf of the Board by Mr. Pankaj Mital, Whole-time Director and Chief Operating Officer be and are hereby adopted.

For **SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED**



Alok Goel
Company Secretary
FCS – 4383



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF MOTHERSON CONSULTANCIES SERVICE LIMITED AT THEIR MEETING HELD ON WEDNESDAY, JANUARY 25, 2023 AT 3.30 P.M.

Approval of the Scheme of Amalgamation of Motherson Consultancies Service Limited and Motherson Invenzen Xlab Private Limited and Samvardhana Motherson Polymers Limited and MS Global India Automotive Private Limited with Samvardhana Motherson International Limited and their respective shareholders and creditors under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013

“RESOLVED THAT pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (including any modification, amendment, or re-enactment thereof) (**“Act”**) read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, and other applicable laws, rules and regulations, and subject to applicable provisions of the Memorandum and Articles of Association of Motherson Consultancies Service Limited, sanction of the Hon’ble National Company Law Tribunal, Mumbai Bench (**“Hon’ble Tribunal”**) having jurisdiction over the respective companies, approval of the members, creditors and other classes of persons (as applicable), of the respective companies, and statutory or regulatory authorities, as may be required, the Scheme of Amalgamation of Motherson Consultancies Service Limited (**“Company”**) and Motherson Invenzen Xlab Private Limited and Samvardhana Motherson Polymers Limited and MS Global India Automotive Private Limited (collectively referred to as **“Transferor Companies”**) with Samvardhana Motherson International Limited (**“Transferee Company”**) and their respective shareholders and creditors (**“Scheme”**) on the terms and conditions as stated therein and placed before the Board of Directors of the Company (**“Board”**) be and is hereby accepted and approved.

RESOLVED FURTHER THAT that since the Company is wholly owned subsidiary of the Transferee Company, no shares shall be issued by the Transferee Company as consideration for the proposed merger under the Scheme.

RESOLVED FURTHER THAT Mr. Sanjay Mehta, Head- Chairman’s Office South Asia, Mr. Manish Kumar Goyal, Director, Mr. Parthasarathy Srinivasan, Director, Mr. Pankaj Aggarwal, Business Head, Mr. Mrityunjay Kumar Rao, Finance Head, Mr. Rohitash Gupta, Authorised Person, Mr. Aviral Khandelwal, Authorised Person and Mr. Sirish Vardhan, Authorised Person of the Company, be and are hereby severally authorised to take all such steps in connection with the following:

- (a) to finalize and settle the Scheme, notices for convening/ dispensing with the meetings of the shareholders and/or creditors of the Company along with the explanatory statements and other attendant documents as may be necessary, under Sections 230 to 232 and other applicable provisions under the Act, as may be required by the Company, for any reason whatsoever, or in terms of the directions of the Hon’ble Tribunal and assent to such alterations, conditions and modifications, if any, to the Scheme as may be required by the parties, prescribed or imposed by the Hon’ble Tribunal or as they may consider necessary or desirable to give effect to the Scheme;

Head Office:

Motherson Consultancies Service Limited
Plot No.1, Sector-127, Noida-Greater Noida
Expressway Noida - 201301, U.P., India
Phone: +91-120-6679500, Fax: +91-120-6679271
Website: www.motherson.com



Registered Office:

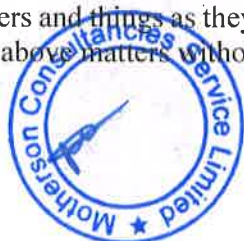
Motherson Consultancies Service Limited
Unit-705, C Wing, One BKC, G-Block,
Bandra Kurla Complex, Bandra East, Mumbai,
Mumbai City, Maharashtra, India, 400051
Telefax: +91-11-4055 5940
CIN No.: U29130MH2004PLC391611

- (b) to obtain necessary approvals including but not limited to members, creditors, Hon'ble Tribunal and other relevant authorities as may be required to implement the Scheme;
- (c) to sign, verify, consent, execute affidavits, including consent affidavits as a shareholder and/ or creditor, for and on behalf of the Company, for filing with the Hon'ble Tribunal;
- (d) to settle any question or difficulty arising under the Scheme or with regard to and of the meaning or interpretation of the Scheme or implementation thereof or in any manner whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under applicable law);
- (e) to make necessary applications, petitions, appeals and judges summons to the competent authorities for the purpose for obtaining requisite approvals including 'in principle' approvals as and when required before any relevant court, tribunal, stock exchange, or statutory/ regulatory authorities;
- (f) to make appropriate applications, filings and (as applicable) to notify, obtain no-objection letter or approval from and/ or represent before BSE Limited, the National Stock Exchange of India Limited, the Securities and Exchange Board of India ("SEBI"), jurisdictional Regional Director, Registrar of Companies, Ministry of Corporate Affairs, income tax authorities or any other regulatory authority(ies), in India or abroad, for approval and for the purpose of carrying into effect the Scheme;
- (g) to verify, sign, deal, swear, affirm, declare, deliver, execute, make, enter into, acknowledge, undertake, record all, inter alia, deeds, advertisements, announcements, disclosures, declarations, instruments, vakalatnamas, applications (including for holding/ dispensation of shareholders' and creditor meetings), petitions, affidavits, objections, notices and writings whatsoever as may be usual, necessary, proper or expedient under the applicable laws/ regulations, including regulations prescribed by SEBI or under the Act in relation to the aforesaid matter and to represent the Company in all correspondences, matters and proceedings of any nature whatsoever in relation to the above;
- (h) to suspend, withdraw or review the Scheme from time to time as may be specified by any statutory/ competent authority or as may be suo moto decided by the Board in its absolute discretion;
- (i) to obtain the requisite approval and/or consents of the shareholders, secured lenders, creditors of the Company, banks, financial institutions and other regulatory authorities or entities or agencies as may be required and for that purpose, to initiate all necessary actions and to take other consequential steps as may be required from time to time in that behalf;
- (j) to finalise and approve notice of meeting of shareholders, creditors, as maybe required, along with the explanatory statement thereto;
- (k) to authenticate any document, instrument, proceeding and record of the Company;
- (l) to engage any counsel, consultant firms, advocates, attorneys, pleaders, solicitors, valuers, auditors, accountants, registrars, scrutinizers (for conducting voting at general meeting) or any other one or more agencies, as may be required in relation to or in connection with the Scheme, on such terms and conditions as they may deem fit, finalize their fees, terms and



conditions of their appointment, issue appointment letter(s), furnish such information as may be required by them and also to sign, execute and deliver all documents, letters, advertisements, announcements, disclosures, affidavits, undertakings and other related documents in favour of the concerned authorities, advocates or any one or more persons or firms as they may deem fit and to do all such acts, deeds and things as they may deem fit and as may be necessary in this regard;

- (m) to incur such other expenses as may be necessary with regard to the above;
- (n) to file requisite forms with the relevant Registrar of Companies and/or any other regulatory authorities in connection with the Scheme;
- (o) to suitably inform, apply and/or represent to the central and/or state government(s) and/or local authorities, including but not limited to the sub-registrar of assurances, customs authorities, excise authorities, income tax authorities, goods and services tax authorities, employees' state insurance and provident fund authorities, telephone authorities, electricity authorities, postal authorities, and all other applicable authorities, agencies, etc., and/or to represent the Company before the said authorities and agencies and to sign and submit such applications, letters, forms, returns, memoranda, undertakings, declarations, deeds or documents and to take all required necessary steps and actions from time to time in the above connection, including registration of documents with the concerned sub-registrar of assurances;
- (p) to consider, approve, sign and execute all other documents, advertisements, announcements, disclosures, etc. which may be sent/ required to be sent to the concerned authorities on behalf of the Company;
- (q) to make necessary applications to various statutory authorities, as may be required for the purpose of sanction and/or implementation of the Scheme and to make such disclosures to governmental or regulatory authorities as may be required for the purpose;
- (r) to affix the common seal of the Company on such agreements, undertakings, deeds, documents, writings, etc., as may be required, (including on any modifications or amendments thereto as may be required from time to time), in connection with the purpose of the above resolutions as may be required in presence of any one of the director of the Company and Mr. Sanjay Mehta, Head- Chairman's Office South Asia or Mr. Rohitash Gupta, Authorised Person or Mr. Aviral Khandelwal, Authorised Person or Mr. Sirish Vardhan, Authorised Person of the Company;
- (s) to sign, execute and deliver such documents as may be necessary and do all such other acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect for the purpose of the above resolutions or to otherwise give effect to the transactions contemplated as aforesaid;
- (t) to authorize the officers of the Company and/or any other persons to discuss, negotiate, finalize, execute, sign, submit and file all required documents, deeds of assignment/ conveyance and any other deeds, documents, schemes, agreements, forms, returns, applications, letters, etc. including any modifications thereto, whether or not under the common seal of the Company, as may be required from time to time, and to do all such acts, deeds, matters and things as they may deem necessary and expedient at their absolute discretion in the above matters without any further approval of the Board; and



- (u) to do all such acts and things and deal with all such matters and take all steps as may be necessary including the modification of the Scheme, if required, and do all such other acts, matters, deeds and things necessary, proper or desirable in connection with or incidental to giving effect to the purposes of these resolutions.

RESOLVED FURTHER THAT the report of the Board explaining the effect of the Scheme on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders laying out in particular the share entitlement ratio and specifying the valuation difficulties, if any, as required to be annexed to the notice and statement as per Section 232(2)(c) of Act, submitted before the meeting, duly presented by the Chairman of the meeting for the purpose of identification, and signed on behalf of the Board by Mr. Manish Kumar Goyal, Director be and are hereby adopted.”

CERTIFIED TO BE TRUE

For and on behalf of **Motherson Consultancies Service Limited**

Manish Kumar Goyal
Director
DIN: 00256796
Address: G AND JU, 68-C,
PITAMPURA, DELHI-110088



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MOTHERSON INVENZEN XLAB PRIVATE LIMITED

Regd. Off.: Unit-705, C Wing, One BKC, G-Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra- 400051
Tel No. +91-120-4365555, Fax No. +91-120-4365556
CIN No. U72300MH2014PTC392255

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF MOTHERSON INVENZEN XLAB PRIVATE LIMITED AT ITS MEETING HELD ON JANUARY 25, 2023.

Approval of the Scheme of Amalgamation of Motherson Consultancies Service Limited and Motherson Invenzen Xlab Private Limited and Samvardhana Motherson Polymers Limited and MS Global India Automotive Private Limited with Samvardhana Motherson International Limited and their respective shareholders and creditors under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013

“**RESOLVED THAT** pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (including any modification, amendment, or re-enactment thereof) (“**Act**”) read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, and other applicable laws, rules and regulations, and subject to applicable provisions of the Memorandum and Articles of Association of Samvardhana Motherson Polymers Limited, sanction of the Hon’ble National Company Law Tribunal, Mumbai Bench (“**Hon’ble Tribunal**”) having jurisdiction over the respective companies, approval of the members, creditors and other classes of persons (as applicable), of the respective companies, and statutory or regulatory authorities, as may be required, the Scheme of Amalgamation of Motherson Consultancies Service Limited and Motherson Invenzen Xlab Private Limited (“**Company**”) and Samvardhana Motherson Polymers Limited and MS Global India Automotive Private Limited (collectively referred to as “**Transferor Companies**”) with Samvardhana Motherson International Limited (“**Transferee Company**”) and their respective shareholders and creditors (“**Scheme**”) on the terms and conditions as stated therein and placed before the Board of Directors of the Company (“**Board**”) be and is hereby accepted and approved.

RESOLVED FURTHER THAT that since the Company is wholly owned subsidiary of the Transferee Company, no shares shall be issued by the Transferee Company as consideration for the proposed merger under the Scheme.

RESOLVED FURTHER THAT Mr. Vivek Avasthi, Director, Mr. Rajesh Thakur, Director, Mr. Dhruv Mehra, Director, Mr. Sanjay Mehta, Head- Chairman’s Office South Asia, Mr. Alok Goel, Authorised Person, Mr. Rohitash Gupta, Authorised Person, Mr. Aviral Khandelwal, Authorised Person, Mr. Sirish Vardhan, Authorised Person, Mr. Prashant Dalmia, Chief Operating Officer and Mr. Ranjeet Yadav, Finance Head of the Company be and are hereby severally authorised to take all such steps in connection with the following:

- (a) to finalize and settle the Scheme, notices for convening/ dispensing with the meetings of the shareholders and/or creditors of the Company along with the explanatory statements and other attendant documents as may be necessary, under Sections 230 to 232 and other applicable provisions under the Act, as may be required by the Company, for any reason whatsoever, or in terms of the directions of the Hon’ble Tribunal and assent to such alterations, conditions and modifications, if any, to the Scheme as may be required by the parties, prescribed or imposed by the Hon’ble Tribunal or as they may consider necessary or desirable to give effect to the Scheme;
- (b) to obtain necessary approvals including but not limited to members, creditors, Hon’ble Tribunal and other relevant authorities as may be required to implement the Scheme;



MOTHERSON INVENZEN XLAB PRIVATE LIMITED

Regd. Off.: Unit-705, C Wing, One BKC, G-Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra- 400051
Tel No. +91-120-4365555, Fax No. +91-120-4365556
CIN No. U72300MH2014PTC392255

- (c) to sign, verify, consent, execute affidavits, including consent affidavits as a shareholder and/ or creditor, for and on behalf of the Company, for filing with the Hon'ble Tribunal;
- (d) to settle any question or difficulty arising under the Scheme or with regard to and of the meaning or interpretation of the Scheme or implementation thereof or in any manner whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under applicable law);
- (e) to make necessary applications, petitions, appeals and judges summons to the competent authorities for the purpose for obtaining requisite approvals including 'in principle' approvals as and when required before any relevant court, tribunal, stock exchange, or statutory/ regulatory authorities;
- (f) to make appropriate applications, filings and (as applicable) to notify, obtain no-objection letter or approval from and/ or represent before BSE Limited, the National Stock Exchange of India Limited, the Securities and Exchange Board of India ("SEBI"), jurisdictional Regional Director, Registrar of Companies, Ministry of Corporate Affairs, income tax authorities or any other regulatory authority(ies), in India or abroad, for approval and for the purpose of carrying into effect the Scheme;
- (g) to verify, sign, deal, swear, affirm, declare, deliver, execute, make, enter into, acknowledge, undertake, record all, inter alia, deeds, advertisements, announcements, disclosures, declarations, instruments, vakalatnamas, applications (including for holding/ dispensation of shareholders' and creditor meetings), petitions, affidavits, objections, notices and writings whatsoever as may be usual, necessary, proper or expedient under the applicable laws/ regulations, including regulations prescribed by SEBI or under the Act in relation to the aforesaid matter and to represent the Company in all correspondences, matters and proceedings of any nature whatsoever in relation to the above;
- (h) to suspend, withdraw or review the Scheme from time to time as may be specified by any statutory/ competent authority or as may be suo moto decided by the Board in its absolute discretion;
- (i) to obtain the requisite approval and/or consents of the shareholders, secured lenders, creditors of the Company, banks, financial institutions and other regulatory authorities or entities or agencies as may be required and for that purpose, to initiate all necessary actions and to take other consequential steps as may be required from time to time in that behalf;
- (j) to finalise and approve notice of meeting of shareholders, creditors, as maybe required, along with the explanatory statement thereto;
- (k) to authenticate any document, instrument, proceeding and record of the Company;
- (l) to engage any counsel, consultant firms, advocates, attorneys, pleaders, solicitors, valuers, auditors, accountants, registrars, scrutinizers (for conducting voting at general meeting) or any other one or more agencies, as may be required in relation to or in connection with the Scheme, on such terms and conditions as they may deem fit, finalize their fees, terms and

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MOTHERSON INVENZEN XLAB PRIVATE LIMITED

Regd. Off.: Unit-705, C Wing, One BKC, G-Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra- 400051

Tel No. +91-120-4365555, Fax No. +91-120-4365556

CIN No. U72300MH2014PTC392255

conditions of their appointment, issue appointment letter(s), furnish such information as may be required by them and also to sign, execute and deliver all documents, letters, advertisements, announcements, disclosures, affidavits, undertakings and other related documents in favour of the concerned authorities, advocates or any one or more persons or firms as they may deem fit and to do all such acts, deeds and things as they may deem fit and as may be necessary in this regard;

- (m) to incur such other expenses as may be necessary with regard to the above;
- (n) to file requisite forms with the relevant Registrar of Companies and/or any other regulatory authorities in connection with the Scheme;
- (o) to suitably inform, apply and/or represent to the central and/or state government(s) and/or local authorities, including but not limited to the sub-registrar of assurances, customs authorities, excise authorities, income tax authorities, goods and services tax authorities, employees' state insurance and provident fund authorities, telephone authorities, electricity authorities, postal authorities, and all other applicable authorities, agencies, etc., and/or to represent the Company before the said authorities and agencies and to sign and submit such applications, letters, forms, returns, memoranda, undertakings, declarations, deeds or documents and to take all required necessary steps and actions from time to time in the above connection, including registration of documents with the concerned sub-registrar of assurances;
- (p) to consider, approve, sign and execute all other documents, advertisements, announcements, disclosures, etc. which may be sent/ required to be sent to the concerned authorities on behalf of the Company;
- (q) to make necessary applications to various statutory authorities, as may be required for the purpose of sanction and/or implementation of the Scheme and to make such disclosures to governmental or regulatory authorities as may be required for the purpose;
- (r) to affix the common seal of the Company on such agreements, undertakings, deeds, documents, writings, etc., as may be required, (including on any modifications or amendments thereto as may be required from time to time), in connection with the purpose of the above resolutions as may be required in presence of any one of the director of the Company and Mr. Sanjay Mehta, Head- Chairman's Office South Asia or Mr. Alok Goel, Authorised Person or Mr. Rohitash Gupta, Authorised Person or Mr. Aviral Khandelwal, Authorised Person or Mr. Sirish Vardhan, Authorised Person or Mr. Prashant Dalmia, Chief Operating Officer or Mr. Ranjeet Yadav, Finance Head of the Company;
- (s) to sign, execute and deliver such documents as may be necessary and do all such other acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect for the purpose of the above resolutions or to otherwise give effect to the transactions contemplated as aforesaid;
- (t) to authorize the officers of the Company and/or any other persons to discuss, negotiate, finalize, execute, sign, submit and file all required documents, deeds of assignment/ conveyance and any other deeds, documents, schemes, agreements, forms, returns, applications, letters, etc. including any modifications thereto, whether or not under the

X *Mishra*

MOTHERSON INVENZEN XLAB PRIVATE LIMITED

Regd. Off.: Unit-705, C Wing, One BKC, G-Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra- 400051
Tel No. +91-120-4365555, Fax No. +91-120-4365556
CIN No. U72300MH2014PTC392255

common seal of the Company, as may be required from time to time, and to do all such acts, deeds, matters and things as they may deem necessary and expedient at their absolute discretion in the above matters without any further approval of the Board; and

- (u) to do all such acts and things and deal with all such matters and take all steps as may be necessary including the modification of the Scheme, if required, and do all such other acts, matters, deeds and things necessary, proper or desirable in connection with or incidental to giving effect to the purposes of these resolutions.

RESOLVED FURTHER THAT the report of the Board explaining the effect of the Scheme on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders laying out in particular the share entitlement ratio and specifying the valuation difficulties, if any, as required to be annexed to the notice and statement as per Section 232(2)(c) of Act, submitted before the meeting, duly presented by the Chairman of the meeting for the purpose of identification, and signed on behalf of the Board by Mr. Vivek Avasthi, Director be and are hereby adopted.”

CERTIFIED TO BE TRUE

For and on behalf of **Motherson Invenzen XLab Private Limited**

X 
Vivek Avasthi
Director
DIN: 00033876
Place: Noida

SAMVARDHANA MOTHERSON POLYMERS LIMITED

CIN - U29292MH2011PLC286829

Regd. Office: Unit 705, C Wing, ONE BKC, G Block, Bandra Kurla Complex,
Bandra East, Maharashtra- 400051; Tel. No.: 022-61354801

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF SAMVARDHANA MOTHERSON POLYMERS LIMITED AT THEIR MEETING HELD ON JANUARY 25, 2023.

Approval of the Scheme of Amalgamation of Motherson Consultancies Service Limited and Motherson Invenzen Xlab Private Limited and Samvardhana Motherson Polymers Limited and MS Global India Automotive Private Limited with Samvardhana Motherson International Limited and their respective shareholders and creditors under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013

“RESOLVED THAT pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (including any modification, amendment, or re-enactment thereof) (**“Act”**) read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, and other applicable laws, rules and regulations, and subject to applicable provisions of the Memorandum and Articles of Association of Samvardhana Motherson Polymers Limited, sanction of the Hon’ble National Company Law Tribunal, Mumbai Bench (**“Hon’ble Tribunal”**) having jurisdiction over the respective companies, approval of the members, creditors and other classes of persons (as applicable), of the respective companies, and statutory or regulatory authorities, as may be required, the Scheme of Amalgamation of Motherson Consultancies Service Limited and Motherson Invenzen Xlab Private Limited and Samvardhana Motherson Polymers Limited (**“Company”**) and MS Global India Automotive Private Limited (collectively referred to as **“Transferor Companies”**) with Samvardhana Motherson International Limited (**“Transferee Company”**) and their respective shareholders and creditors (**“Scheme”**) on the terms and conditions as stated therein and placed before the Board of Directors of the Company (**“Board”**) be and is hereby accepted and approved.

RESOLVED FURTHER THAT that since the Company is wholly owned subsidiary of the Transferee Company, no shares shall be issued by the Transferee Company as consideration for the proposed merger under the Scheme.

RESOLVED FURTHER THAT Mr. Sanjay Mehta, Head- Chairman’s Office South Asia, Mr. G.N. Gauba, Director, Mr. Rajat Jain, Director, Mr. Alok Goel, Authorised Person, Mr. Rohitash Gupta, Authorised Person, Mr. Aviral Khandelwal, Authorised Person, Mr. Sirish Vardhan, Authorised Person, Mr. Manish Goyal, Director and Mr. Rakesh Mishra, Authorised Person of the Company, be and are hereby severally authorised to take all such steps in connection with the following:

- (a) to finalize and settle the Scheme, notices for convening/ dispensing with the meetings of the shareholders and/or creditors of the Company along with the explanatory statements and other attendant documents as may be necessary, under Sections 230 to 232 and other applicable provisions under the Act, as may be required by the Company, for any reason whatsoever, or in terms of the directions of the Hon’ble Tribunal and assent to such alterations, conditions and modifications, if any, to the Scheme as may be required by the parties, prescribed or imposed by the Hon’ble Tribunal or as they may consider necessary or desirable to give effect to the Scheme;
- (b) to obtain necessary approvals including but not limited to members, creditors, Hon’ble Tribunal and other relevant authorities as may be required to implement the Scheme;



SAMVARDHANA MOTHERSON POLYMERS LIMITED

CIN - U29292MH2011PLC286829

Regd. Office: Unit 705, C Wing, ONE BKC, G Block, Bandra Kurla Complex,
Bandra East, Maharashtra- 400051; Tel. No.: 022-61354801

- (c) to sign, verify, consent, execute affidavits, including consent affidavits as a shareholder and/ or creditor, for and on behalf of the Company, for filing with the Hon'ble Tribunal;
- (d) to settle any question or difficulty arising under the Scheme or with regard to and of the meaning or interpretation of the Scheme or implementation thereof or in any manner whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under applicable law);
- (e) to make necessary applications, petitions, appeals and judges summons to the competent authorities for the purpose for obtaining requisite approvals including 'in principle' approvals as and when required before any relevant court, tribunal, stock exchange, or statutory/ regulatory authorities;
- (f) to make appropriate applications, filings and (as applicable) to notify, obtain no-objection letter or approval from and/ or represent before BSE Limited, the National Stock Exchange of India Limited, the Securities and Exchange Board of India ("SEBI"), jurisdictional Regional Director, Registrar of Companies, Ministry of Corporate Affairs, income tax authorities or any other regulatory authority(ies), in India or abroad, for approval and for the purpose of carrying into effect the Scheme;
- (g) to verify, sign, deal, swear, affirm, declare, deliver, execute, make, enter into, acknowledge, undertake, record all, inter alia, deeds, advertisements, announcements, disclosures, declarations, instruments, vakalatnamas, applications (including for holding/ dispensation of shareholders' and creditor meetings), petitions, affidavits, objections, notices and writings whatsoever as may be usual, necessary, proper or expedient under the applicable laws/ regulations, including regulations prescribed by SEBI or under the Act in relation to the aforesaid matter and to represent the Company in all correspondences, matters and proceedings of any nature whatsoever in relation to the above;
- (h) to suspend, withdraw or review the Scheme from time to time as may be specified by any statutory/ competent authority or as may be suo moto decided by the Board in its absolute discretion;
- (i) to obtain the requisite approval and/or consents of the shareholders, secured lenders, creditors of the Company, banks, financial institutions and other regulatory authorities or entities or agencies as may be required and for that purpose, to initiate all necessary actions and to take other consequential steps as may be required from time to time in that behalf;
- (j) to finalise and approve notice of meeting of shareholders, creditors, as maybe required, along with the explanatory statement thereto;
- (k) to authenticate any document, instrument, proceeding and record of the Company;
- (l) to engage any counsel, consultant firms, advocates, attorneys, pleaders, solicitors, valuers, auditors, accountants, registrars, scrutinizers (for conducting voting at general meeting) or any other one or more agencies, as may be required in relation to or in connection with the Scheme, on such terms and conditions as they may deem fit, finalize their fees, terms and conditions of their appointment, issue appointment letter(s), furnish such information as



SAMVARDHANA MOTHERSON POLYMERS LIMITED

CIN - U29292MH2011PLC286829

Regd. Office: Unit 705, C Wing, ONE BKC, G Block, Bandra Kurla Complex,
Bandra East, Maharashtra- 400051; Tel. No.: 022-61354801

may be required by them and also to sign, execute and deliver all documents, letters, advertisements, announcements, disclosures, affidavits, undertakings and other related documents in favour of the concerned authorities, advocates or any one or more persons or firms as they may deem fit and to do all such acts, deeds and things as they may deem fit and as may be necessary in this regard;

- (m) to incur such other expenses as may be necessary with regard to the above;
- (n) to file requisite forms with the relevant Registrar of Companies and/or any other regulatory authorities in connection with the Scheme;
- (o) to suitably inform, apply and/or represent to the central and/or state government(s) and/or local authorities, including but not limited to the sub-registrar of assurances, customs authorities, excise authorities, income tax authorities, goods and services tax authorities, employees' state insurance and provident fund authorities, telephone authorities, electricity authorities, postal authorities, and all other applicable authorities, agencies, etc., and/or to represent the Company before the said authorities and agencies and to sign and submit such applications, letters, forms, returns, memoranda, undertakings, declarations, deeds or documents and to take all required necessary steps and actions from time to time in the above connection, including registration of documents with the concerned sub-registrar of assurances;
- (p) to consider, approve, sign and execute all other documents, advertisements, announcements, disclosures, etc. which may be sent/ required to be sent to the concerned authorities on behalf of the Company;
- (q) to make necessary applications to various statutory authorities, as may be required for the purpose of sanction and/or implementation of the Scheme and to make such disclosures to governmental or regulatory authorities as may be required for the purpose;
- (r) to affix the common seal of the Company on such agreements, undertakings, deeds, documents, writings, etc., as may be required, (including on any modifications or amendments thereto as may be required from time to time), in connection with the purpose of the above resolutions as may be required in presence of any one of the director of the Company and Mr. Sanjay Mehta, Head- Chairman's Office South Asia or Mr. Alok Goel, Authorised Person or Mr. Rohitash Gupta, Authorised Person or Mr. Aviral Khandelwal, Authorised Person or Mr. Sirish Vardhan, Authorised Person or Mr. Rakesh Mishra, Authorised Person of the Company;
- (s) to sign, execute and deliver such documents as may be necessary and do all such other acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect for the purpose of the above resolutions or to otherwise give effect to the transactions contemplated as aforesaid;
- (t) to authorize the officers of the Company and/or any other persons to discuss, negotiate, finalize, execute, sign, submit and file all required documents, deeds of assignment/ conveyance and any other deeds, documents, schemes, agreements, forms, returns, applications, letters, etc. including any modifications thereto, whether or not under the common seal of the Company, as may be required from time to time, and to do all such



SAMVARDHANA MOTHERSON POLYMERS LIMITED

CIN - U29292MH2011PLC286829

Regd. Office: Unit 705, C Wing, ONE BKC, G Block, Bandra Kurla Complex,
Bandra East, Maharashtra- 400051; Tel. No.: 022-61354801

acts, deeds, matters and things as they may deem necessary and expedient at their absolute discretion in the above matters without any further approval of the Board; and

- (u) to do all such acts and things and deal with all such matters and take all steps as may be necessary including the modification of the Scheme, if required, and do all such other acts, matters, deeds and things necessary, proper or desirable in connection with or incidental to giving effect to the purposes of these resolutions.

RESOLVED FURTHER THAT the report of the Board explaining the effect of the Scheme on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders laying out in particular the share entitlement ratio and specifying the valuation difficulties, if any, as required to be annexed to the notice and statement as per Section 232(2)(c) of Act, submitted before the meeting, duly presented by the Chairman of the meeting for the purpose of identification, and signed on behalf of the Board by Mr. Manish Kumar Goyal, Director be and are hereby adopted.”

CERTIFIED TO BE TRUE

For and on behalf of **Samvardhana Motherson Polymers Limited**

Manish Kumar Goyal
Director
DIN: 00256796
Place: Noida



MS GLOBAL INDIA AUTOMOTIVE PRIVATE LIMITED

Registered Address: Unit 705, C Wing, ONE BKC, G Block, Bandra Kurla Complex,
Bandra East, Mumbai-400051, Maharashtra

CIN: U36103MH2011PTC339304

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF MS GLOBAL INDIA AUTOMOTIVE PRIVATE LIMITED AT THEIR MEETING HELD ON JANUARY 25, 2023.

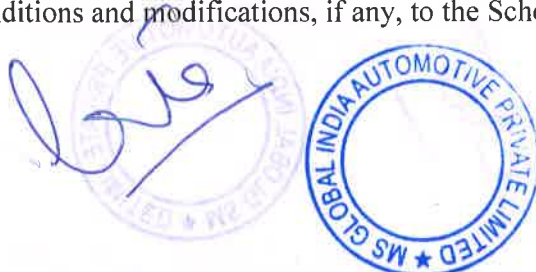
Approval of the Scheme of Amalgamation of Motherson Consultancies Service Limited and Motherson Invenzen Xlab Private Limited and Samvardhana Motherson Polymers Limited and MS Global India Automotive Private Limited with Samvardhana Motherson International Limited and their respective shareholders and creditors under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013

“RESOLVED THAT pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (including any modification, amendment, or re-enactment thereof) (**“Act”**) read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, and other applicable laws, rules and regulations, and subject to applicable provisions of the Memorandum and Articles of Association of MS Global India Automotive Private Limited, sanction of the Hon’ble National Company Law Tribunal, Mumbai Bench (**“Hon’ble Tribunal”**) having jurisdiction over the respective companies, approval of the members, creditors and other classes of persons (as applicable), of the respective companies, and statutory or regulatory authorities, as may be required, the Scheme of Amalgamation of Motherson Consultancies Service Limited and Motherson Invenzen Xlab Private Limited and Samvardhana Motherson Polymers Limited and MS Global India Automotive Private Limited (**“Company”**) (collectively referred to as **“Transferor Companies”**) with Samvardhana Motherson International Limited (**“Transferee Company”**) and their respective shareholders and creditors (**“Scheme”**) on the terms and conditions as stated therein and placed before the Board of Directors of the Company (**“Board”**) be and is hereby accepted and approved.

RESOLVED FURTHER THAT that since the Company is wholly owned subsidiary of the Transferee Company, no shares shall be issued by the Transferee Company as consideration for the proposed merger under the Scheme.

RESOLVED FURTHER THAT Mr. Sanjay Mehta, Head- Chairman’s Office South Asia, Ms. Lata Unnikrishnan, Director, Mr. Ghanashyam Kamath Kundapur, Director, Mr. Vishal Swarupshyam Kabadi, Director, Mr. Robin Anbarasan, Chief Operating officer, Mr. CS Srinivasan, Chief Financial Officer, Mr. Rohitash Gupta, Authorised Person, Mr. Aviral Khandelwal, Authorised Person, Mr. Sirish Vardhan, Authorised Person, and Ms. Leena Chawla, Authorised Person of the Company, be and are hereby severally authorised to take all such steps in connection with the following:

- (a) to finalize and settle the Scheme, notices for convening/ dispensing with the meetings of the shareholders and/or creditors of the Company along with the explanatory statements and other attendant documents as may be necessary, under Sections 230 to 232 and other applicable provisions under the Act, as may be required by the Company, for any reason whatsoever, or in terms of the directions of the Hon’ble Tribunal and assent to such alterations, conditions and modifications, if any, to the Scheme as may be required by the



parties, prescribed or imposed by the Hon'ble Tribunal or as they may consider necessary or desirable to give effect to the Scheme;

- (b) to obtain necessary approvals including but not limited to members, creditors, Hon'ble Tribunal and other relevant authorities as may be required to implement the Scheme;
- (c) to sign, verify, consent, execute affidavits, including consent affidavits as a shareholder and/ or creditor, for and on behalf of the Company, for filing with the Hon'ble Tribunal;
- (d) to settle any question or difficulty arising under the Scheme or with regard to and of the meaning or interpretation of the Scheme or implementation thereof or in any manner whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under applicable law);
- (e) to make necessary applications, petitions, appeals and judges summons to the competent authorities for the purpose for obtaining requisite approvals including 'in principle' approvals as and when required before any relevant court, tribunal, stock exchange, or statutory/ regulatory authorities;
- (f) to make appropriate applications, filings and (as applicable) to notify, obtain no-objection letter or approval from and/ or represent before BSE Limited, the National Stock Exchange of India Limited, the Securities and Exchange Board of India ("SEBI"), jurisdictional Regional Director, Registrar of Companies, Ministry of Corporate Affairs, income tax authorities or any other regulatory authority(ies), in India or abroad, for approval and for the purpose of carrying into effect the Scheme;
- (g) to verify, sign, deal, swear, affirm, declare, deliver, execute, make, enter into, acknowledge, undertake, record all, inter alia, deeds, advertisements, announcements, disclosures, declarations, instruments, vakalatnamas, applications (including for holding/ dispensation of shareholders' and creditor meetings), petitions, affidavits, objections, notices and writings whatsoever as may be usual, necessary, proper or expedient under the applicable laws/ regulations, including regulations prescribed by SEBI or under the Act in relation to the aforesaid matter and to represent the Company in all correspondences, matters and proceedings of any nature whatsoever in relation to the above;
- (h) to suspend, withdraw or review the Scheme from time to time as may be specified by any statutory/ competent authority or as may be suo moto decided by the Board in its absolute discretion;
- (i) to obtain the requisite approval and/or consents of the shareholders, secured lenders, creditors of the Company, banks, financial institutions and other regulatory authorities or entities or agencies as may be required and for that purpose, to initiate all necessary actions and to take other consequential steps as may be required from time to time in that behalf;
- (j) to finalise and approve notice of meeting of shareholders, creditors, as maybe required, along with the explanatory statement thereto;
- (k) to authenticate any document, instrument, proceeding and record of the Company;



- (l) to engage any counsel, consultant firms, advocates, attorneys, pleaders, solicitors, valuers, auditors, accountants, registrars, scrutinizers (for conducting voting at general meeting) or any other one or more agencies, as may be required in relation to or in connection with the Scheme, on such terms and conditions as they may deem fit, finalize their fees, terms and conditions of their appointment, issue appointment letter(s), furnish such information as may be required by them and also to sign, execute and deliver all documents, letters, advertisements, announcements, disclosures, affidavits, undertakings and other related documents in favour of the concerned authorities, advocates or any one or more persons or firms as they may deem fit and to do all such acts, deeds and things as they may deem fit and as may be necessary in this regard;
- (m) to incur such other expenses as may be necessary with regard to the above;
- (n) to file requisite forms with the relevant Registrar of Companies and/or any other regulatory authorities in connection with the Scheme;
- (o) to suitably inform, apply and/or represent to the central and/or state government(s) and/or local authorities, including but not limited to the sub-registrar of assurances, customs authorities, excise authorities, income tax authorities, goods and services tax authorities, employees' state insurance and provident fund authorities, telephone authorities, electricity authorities, postal authorities, and all other applicable authorities, agencies, etc., and/or to represent the Company before the said authorities and agencies and to sign and submit such applications, letters, forms, returns, memoranda, undertakings, declarations, deeds or documents and to take all required necessary steps and actions from time to time in the above connection, including registration of documents with the concerned sub-registrar of assurances;
- (p) to consider, approve, sign and execute all other documents, advertisements, announcements, disclosures, etc. which may be sent/ required to be sent to the concerned authorities on behalf of the Company;
- (q) to make necessary applications to various statutory authorities, as may be required for the purpose of sanction and/or implementation of the Scheme and to make such disclosures to governmental or regulatory authorities as may be required for the purpose;
- (r) to affix the common seal of the Company on such agreements, undertakings, deeds, documents, writings, etc., as may be required, (including on any modifications or amendments thereto as may be required from time to time), in connection with the purpose of the above resolutions as may be required in presence of any one of the director of the Company and Mr. Robin Anbarasan, Chief Operating officer, Mr. CS Srinivasan, Chief Financial Officer, Mr. Rohitash Gupta, Authorised Person, Mr. Aviral Khandelwal, Authorised Person, Mr. Sirish Vardhan, Authorised Person, or Ms. Leena Chawla, Authorised Person of the Company;
- (s) to sign, execute and deliver such documents as may be necessary and do all such other acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect for the purpose of the above resolutions or to otherwise give effect to the transactions contemplated as aforesaid;
- (t) to authorize the officers of the Company and/or any other persons to discuss, negotiate, finalize, execute, sign, submit and file all required documents, deeds of assignment/



conveyance and any other deeds, documents, schemes, agreements, forms, returns, applications, letters, etc. including any modifications thereto, whether or not under the common seal of the Company, as may be required from time to time, and to do all such acts, deeds, matters and things as they may deem necessary and expedient at their absolute discretion in the above matters without any further approval of the Board; and

- (u) to do all such acts and things and deal with all such matters and take all steps as may be necessary including the modification of the Scheme, if required, and do all such other acts, matters, deeds and things necessary, proper or desirable in connection with or incidental to giving effect to the purposes of these resolutions.

RESOLVED FURTHER THAT the report of the Board explaining the effect of the Scheme on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders laying out in particular the share entitlement ratio and specifying the valuation difficulties, if any, as required to be annexed to the notice and statement as per Section 232(2)(c) of Act, submitted before the meeting, duly presented by the Chairman of the meeting for the purpose of identification, and signed on behalf of the Board by Ms. Lata Unnikrishnan, Director be and are hereby adopted.”

CERTIFIED TO BE TRUE

For and on behalf of **MS Global India Automotive Private Limited**



LATA UNNIKISHNAN

DIRECTOR

DIN: 08391470

**ADDRESS: 58, VISHWAKARMA APARTMENT,
VASUNDHRA ENCLAVE, NEW DELHI- 110096**

