Ref. No. Z-IV/R-39/D-2/NSE/207 & 174
Date : 02/08/2019

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

Sub: Submission of Scheme of Amalgamation of four Wholly Owned Subsidiary companies with the Company under Regulation 37(6) of SEBI (Listing obligations and Disclosure Requirements) Regulations, 2015

Dear Sirs,

This has a reference to our letter dated May 16, 2019, wherein, we have informed that the Board of Directors of the Company has approved the Scheme of Amalgamation of wholly owned subsidiary companies namely (1) M J Casting Limited, (2) Minda Distribution and Services Limited, (3) Minda Auto Components Limited and (4) Minda Rinder Private Limited (formerly known as Rinder India Private Limited) (Transferor Companies) into and with Minda Industries Limited (Transferee Company), under Section 230-232 and other relevant provisions of the Companies Act, 2013 read with rules made thereunder, subject to the requisite statutory and regulatory approvals.

Pursuant to Regulation 37(6) of SEBI (Listing obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Notification No. SEBI/LAD/NRO/GN/2016-17/029 dated February 15, 2017 and in terms of SEBI Circulars No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, we are pleased to enclose herewith a copy of the aforesaid Scheme of Amalgamation along with extracts of the Resolution, passed by the Board of Directors of the Company.

This is for your information and records please.

Thanking you,

Yours faithfully,
For Minda Industries Limited

Minda Industries Limited Delhi

Tarun Kumar Srivastava
Company Secretary & Compliance Officer

Encl.: As above

SCHEME OF AMALGAMATION

OF

M J CASTING LIMITED

(Transferor Company No. 1)

AND

MINDA DISTRIBUTION AND SERVICES LIMITED

(Transferor Company No. 2)

AND

MINDA AUTO COMPONENTS LIMITED

(Transferor Company No. 3)

AND

MINDA RINDER PRIVATE LIMITED

(Transferor Company No. 4)

WITH

MINDA INDUSTRIES LIMITED

(Transferee Company)

AND

THEIR RESPECTIVE CREDITORS AND SHAREHOLDERS

UNDER

SECTIONS 230-232 AND ANY OTHER APPLICABLE

PROVISONS, IF ANY, OF THE COMPANIES ACT, 2013

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PREAMBLE

(A) BACKGROUND AND DESCRIPTION OF COMPANIES

1. **M J CASTING LIMITED** (hereinafter referred to as "the Transferor Company No. 1") (CIN - U28900DL2010PLC211731) is a Company incorporated under the provisions of the Companies Act, 1956 on 23th day of December, 2010 under the name and style of "**M J Casting Limited**" with Registrar of Companies, NCT of Delhi and Haryana. At present, the Transferor Company No. 1 is having its Registered Office at B-64/1, Wazirpur Industrial Area, Delhi-110052 within the jurisdiction of the Hon'ble NCLT, New Delhi. As per the Memorandum of Association of Transferor Company No. 1, one of the main objects of the Transferor Company No. 1 is to Manufacture and trade in high quality castings of all materials.

2. **MINDA DISTRIBUTION AND SERVICES LIMITED** (hereinafter referred to as "the Transferor Company No. 2") (CIN-U34300DL2011PLC227272) is a Company incorporated under the provisions of the Companies Act, 1956 on 11th day of November, 2011 under the name and style of "**Minda Distribution And Services Limited**" with Registrar of Companies, NCT of Delhi and Haryana. At present, the Transferor Company No. 2 is having its registered office at Khasra No. 301/223, Mukund Pur, Near Punjab National Bank, Main Road, Delhi-

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110042 within the jurisdiction of the Hon'ble NCLT, New Delhi. As per the Memorandum of Association of Transferor Company No. 2, one of the main objects of the Transferor Company No. 2 is to carry on in India or elsewhere the business of manufacturers, fabricators and assemblers, processors, agents, importers, exporters and to deal in automobile parts and agricultural implements, automotive and other gear transmission axles, universal, joints, spring, spring leaves, lighting kits tools attachments, auto lights, electrical apparatus meters dynamos head lamps, seated beams, components parts, spare parts, accessories and fittings for the said article and things used in connection with the manufacture thereof, alloy springs, steel, billets, flats and bars, pressed and relative items for motor cars, motor trucks, buses, tractors, vans, jeeps, lorries, motor cycles, scooter, cycles and other vehicles and conveyances of all kinds and/ or any other products/category/domain in any automotive industry.

3. **MINDA AUTO COMPONENTS LIMITED** (hereinafter referred to as "the Transferor Company No. 3") (CIN- U25209DL1996PLC083240) is a Company incorporated under the provisions of the Companies Act, 1956 on 13th day of November, 1996 under the name and style of "**S J Components Private Limited**" with Registrar of Companies, NCT of Delhi and Haryana. Thereafter, the name of the Transferor Company No. 3 was changed to "**Minda Auto Components Private Limited**" and in this

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regard, new certificate of incorporation was issued by Registrar of Companies, NCT of Delhi and Haryana on 25th day of September, 2007. Thereafter, the Transferor Company No. 3 was converted into public Limited Company i.e. "**Minda Auto Components Limited**" and in this regard, new certificate of incorporation was issued by Registrar of Companies, NCT of Delhi and Haryana on 24th day of September, 2009. At present, the Transferor Company No. 3 is having its registered office at B-64/1, Wazirpur Industrial Area, Delhi - 110052 within the jurisdiction of the Hon'ble NCLT, New Delhi. As per the Memorandum of Association of Transferor Company No. 3, one of the main objects of the Transferor Company No. 3 is to manufacture, design, fabricate, process, assemble, develop, undertake, buy, sell, import, export, hire, distribute, alter, repair, convert and otherwise, deal in all kinds of plastic components, sheet metal components, automobile accessories, hand tools, jigs, dyes, moulds, fixtures, gauges, valves, appliances, including home appliances and equipments for all purposes including industry, agriculture, domestic purposes and elsewhere.

4. **MINDA RINDER PRIVATE LIMITED** (hereinafter referred to as "the Transferor Company No. 4") (CIN- U31506PN1988PTC045915) is a Company incorporated under the provisions of the Companies Act, 1956 on 18th day of January, 1988 under the name and style of **"Halogen Auto**

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& Electrical Industries Private Limited" with Registrar of Companies, Pune. Thereafter, the name of the Transferor Company No. 4 was changed to "**Fiem Rinder Private Limited"** and in this regard, new certificate of incorporation was issued by Registrar of Companies, Pune 24th June, 1998. Thereafter again, the name of the Transferor Company No. 4 was changed to "**Rinder India Private Limited"** and in this regard, new certificate of incorporation was issued by Registrar of Companies, Pune on 11th day of May, 2000. Thereafter again, the name of the Transferor Company No. 4 was changed to its present name i.e. **"Minda Rinder India Private Limited"** and in this regard, new certificate of incorporation was issued by Registrar of Companies, Pune on 21st day of September, 2018. At present, the Transferor Company No. 4 is having its registered office at Gut No. 148 Mahalunge Ingale, Off Chakan, Talegaon Road, Tal Khed, Pune, Maharashtra- 410501 within the jurisdiction of the Hon'ble NCLT, Mumbai. As per the Memorandum of Association of Transferor Company No. 4, one of the main objects of the Transferor Company No. 4 is to carry on the business as manufactures and repairers and dealers in automobile electrical components and accessories such as Head Lamps, Tail Lamps, Direction Indicator Lamps, Parking Lamps, Fog Lamps, Spot Lamps, Indicator Lamps, Flasher Units, Horns Relays, Switches, Wiring Harness Connectors Terminals, Couplers, Bulbs, Fuse Carriers, Fuse Lens etc.

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5. **MINDA INDUSTRIES LIMITED** (hereinafter referred to as "the Transferee Company") (CIN: L74899DL1992PLC050333) is a Company incorporated under the provisions of the Companies Act, 1956 on 16th day of September, 1992 under the name and style of "**Minda Industries Limited**" with Registrar of Companies, NCT of Delhi and Haryana. At present, the Transferee Company is having its registered office at B-64/1, Wazirpur Industrial Area, Delhi-110052 within the jurisdiction of the Hon'ble NCLT, New Delhi. As per Memorandum of Association of the Transferee Company, one of the main objects of the Transferee Company is to carry on in India or abroad whether by itself or in collaboration whether Indian or Foreign the business of manufacturers, fabricators, assemblers and sub-assemblers processors, agents, importers, exporters, holders, stockists, distributors, buyers and sellers, dealer and suppliers of automobile parts and agricultural implements automotive and other gear transmissions axels, universal joints, springs, spring leaves, lighting kits tools attachments, jigs, fixtures, dies for engineering plastic goods manufacturing, autolights, electrical apparatus meter dynamos head lamps, sealed beams, components, parts accessories and fittings for the said articles and things used in connection with the manufacturer thereof, alloy springs, steel billets, flats and bars, pressed and other related items for motor cars, motors cycles, scooters, tractors, vans, jeeps lorries motor cars, motor cycles, scooters, mopeds, cycle, motor launches, aeroplanes and

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other vehicles and conveyance of all kinds and miners, shippers, suppliers of the thermplast and fibre glass, PVC and plastic products of all kinds, roofing and building materials of all kinds agricultural, sea and food products, fertilizers, iron and steel and its all types of products, metals minerals and its products, engineering goods electricals and electronic gadgets, games and toys of all description along with components devices, sole assemblies, accessories and materials used in their manufacture, components dyes, chemicals, pharmaceuticals, pigments, papers, cement, plastic, leather goods, handicrafts, processed foods, vegetables, fruits, dry-fruits, oil and cakes baby foods, milk and products thereof, dairies and its products, transport and handling agents, order suppliers, departmental stores, tobacco and tobacco products, cigarettes, jute and its products, hessian, textile including cotton, woolen, art silk, natural silk, readymade garments, hosiery, synthetics fibre and fabric and mixed fabrics, surgical, electronics and surgical, diamonds, precious stones, jewellery, artificial or otherwise pearls, pharmaceuticals electronics and surveying equipment and instruments, computer industry, television satellite, communication systems, radar equipment Computers, dry and inert cells, electrical goods and equipment, lamps tubes electronics industry, aeronautical industry, cable and plastic industry, furniture, musical items ceramics and refrectories, glass, soaps, cosmetics, publishers, stationers and all types of commodities, computer spare parts, raw materials merchandise and goods

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and to act as sellers, purchasers and dealers of licences, release orders, permits, quotas and to enter into all sorts of agreements relating to the above and all other types of commodities and merchandise. Further, the equity shares of the Transferee Company are listed on BSE Limited and National Stock Exchange of India Limited.

6. The Transferor Company No. 1, Transferor Company No. 2, Transferor Company No. 3 and Transferor Company No. 4 **(collectively hereinafter referred to as "Transferor Companies")** are wholly owned subsidiary of the Transferee Company.

(B) OBJECTS/ RATIONALE FOR THE PROPOSED SCHEME:

It is proposed to consolidate the operations/ business of the Transferor Companies and the Transferee Company into a single company by amalgamation of the Transferor Companies with the Transferee Company pursuant to a Scheme of Amalgamation under Sections 230-232 and other applicable provisions, if any, of the Companies Act, 2013. The amalgamation of the Transferor Companies with the Transferee Company would result, *inter-alia*, in the following benefits:-

a. Achieving business and administrative synergies.

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b. Consolidation and simplification of the group structure, cost savings/synergies resulting from rationalization, standardization and simplification of business processes.

c. Improved organizational capability arising from pooling of financial resources.

d. Avoiding un-necessary duplication of costs of administration, distribution, selling and marketing and reduction in legal and regulatory compliances.

e. Maximize the overall shareholders value by strengthening its core competencies and having stronger standalone balance sheet.

(C) PARTS OF THE SCHEME:

This Scheme is divided into the following parts:

1. **PART I** – This part deals with the Definitions and Share Capital;

2. **PART II** – This part provides for amalgamation of M J Casting Limited, Minda Distribution and Services Limited, Minda Auto Components Limited and Minda Rinder Private Limited **("the Transferor Companies")** with Minda Industries Limited **("the Transferee Company");**

3. **PART III** – This part deals with General Terms and Conditions applicable to this Scheme.

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(D) The Amalgamation of the Transferor Companies with the Transferee Company pursuant to and in accordance with the Scheme shall be operational with effect from the Appointed Date and shall be in compliance with the relevant provisions of the Income Tax Act, 1961.

PART I

DEFINITIONS

1.1 DEFINITIONS

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meaning as under:

a) **"The Act"** means the Companies Act, 2013 or any statutory amendment and/ or re-enactment thereof, from time to time and for the time being in force.

b) **"The Appointed Date"** means 1st day of April, 2019.

c) **"Board of Directors" or "Board"** in relation to the Transferor Companies and the Transferee Company, as the case may be, shall unless it is repugnant to the context or otherwise, include the Committee of Directors or any person authorized by the Board of Directors or such Committee of Directors.

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d) **"Legal Proceedings"** means any proceedings taken by and/or against the Transferor Companies in any Court/Tribunal/Forum/Authority, as pending on the Appointed Date

e) **"SEBI"** means Securities and Exchange Board of India established under the Securities Exchange Board of India Act, 1992.

f) **"SEBI Circular"** means Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 issued by SEBI, subject to modification and amendments thereto, and in accordance with any subsequent circulars and amendments that may be issued by SEBI applicable to the Schemes from time to time.

g) **"Scheme" or "This Scheme" or "the Scheme" or "Scheme of Amalgamation"** means the present Scheme of Amalgamation framed under the provisions of Sections 230-232 and other applicable provisions, if any, of the Act as approved by the respective Board of Directors of the Transferor Companies and the Transferee Company as submitted in the present form or with any modification(s) imposed or directed by Members/ Creditors of the respective Transferor Companies and Transferee Company and/or by the Hon'ble National Company Law Tribunal or by any competent authority(ies).

h) **"Stock Exchanges"** means BSE Limited and National Stock Exchange of India Limited.

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i) **"The Transferor Company No.1"** means **M J Casting Limited,** is as defined in Preamble Clause (A) 1 above.

j) **"The Transferor Company No.2"** means **Minda Distribution and Services Limited,** is as defined in Preamble Clause (A) 2 above.

k) **"The Transferor Company No.3"** means **Minda Auto Components Limited,** is as defined in Preamble Clause (A) 3 above.

l) **"The Transferor Company No.4"** means **Minda Rinder Private Limited,** is as defined in Preamble Clause (A) 4 above.

m) **"The Transferee Company"** means **Minda Industries Limited**, is as defined in Preamble Clause (A) 5 above.

n) **"Law" or "Applicable Law"** includes all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, Tribunal, Court of India or any other country or jurisdiction as applicable.

o) **"Hon'ble National Company Law Tribunal" or "NCLT" or "Hon'ble Tribunal" or "Hon'ble NCLT"** means the Hon'ble National Company Law Tribunal at New Delhi having jurisdiction in relation to the Transferor Company Nos. 1 to 3 and Transferee Company and the Hon'ble National

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Company Law Tribunal at Mumbai having jurisdiction in relation to the Transferor Company No. 4.

p) **"Hon'ble National Company Law Appellate Tribunal" or "NCLAT" or "Hon'ble NCLAT"** means the Hon'ble National Company Law Appellate Tribunal at New Delhi.

q) **"ROC" or "Registrar of Companies"** means the Registrar of Companies, NCT of Delhi and Haryana having jurisdiction over the Transferor Company Nos. 1 to 3 and Transferee and the Registrar of Companies, Pune having jurisdiction over the Transferor Company No. 4.

r) **"The Effective Date"** in relation to the scheme, means last of the dates on which the copy of the order of Hon'ble National Company Law Tribunal sanctioning the Scheme of Amalgamation are filed by the Transferor Companies and the Transferee Company with their respective Registrar of Companies.

Any references in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date.

s) **"Undertaking"** in relation to the Transferor Companies, shall mean the entire business of Transferor Companies on a going concern basis as on appointed date.

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t) **"IT Act"** means the Income Tax Act, 1961, as amended.

All terms and words which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning prescribed to them under the Act and other applicable law (as defined above), rules, regulations, bye-laws, as the case may be including any statutory modification or re-enactment thereof from time to time.

References to any law or legislation or regulation shall include amendment(s), circulars, notifications, clarifications or supplement(s) to, or replacement or amendment of, that law or legislation or regulation.

In this Scheme, where the context so requires, words denoting the singular shall include the plural and words denoting any gender shall include all genders.

1.2 SHARE CAPITAL

a. M J CASTING LIMITED- THE TRANSFEROR COMPANY NO.1

As per Annual Accounts as on 31st March, 2019	
Particulars	**Amount (in Rs.)**
Authorised Share Capital 5,85,00,000 Equity Shares of Rs. 10/- each	58,50,00,000
2,75,00,000 8% non-cumulative redeemable Preference Share Capital of	27,50,00,000

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Rs. 10/- each	
Total	**86,00,00,000**
Issued, Subscribed and Paid-up Share Capital 5,85,00,000 Equity Shares of Rs. 10/- each37,50,000 8% non-cumulative redeemable Preference Share of Rs. 10/- each	58,50,00,000 3,75,00,000
Total	**62,25,00,000**

Subsequent to the 31st March, 2019 and on April 27, 2019, the Authorised share capital of the Transferor Company No. 1 had been increased by Rs. 2,70,00,000/- consisting of 27,00,000 equity shares of Rs. 10 each. Thereafter on May 16, 2019, the Issued, Subscribed and Paid-up Share Capital of the Transferor Company No. 1 has been increased due to allotment of 26,93,966 fresh equity shares of Rs. 10/- each pursuant to right issue of shares. Further on 16.05.2019, the Transferor Company No. 1 redeemed its 37,50,000 8% non-cumulative redeemable Preference Shares of Rs. 10 each.

Thus, Capital Structure of the Transferor Company No. 1 as on May 16, 2019 i.e. date of board meeting sanctioning the Scheme of Amalgamation is as under:-

As on May 16, 2019	
Particulars	**Amount (in Rs.)**
Authorised Share Capital 6,12,00,000 Equity Shares of Rs. 10/- each	61,20,00,000

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2,75,00,000 8% non-cumulative redeemable Preference Share Capital of Rs. 10/- each	27,50,00,000
Total	88,70,00,000
Issued, Subscribed and Paid-up Share Capital 6,11,93,966 Equity Shares of Rs. 10/- each	61,19,39,660
Total	61,19,39,660

Further, the entire issued, subscribed and paid-up equity share capital of the Transferor Company No. 1 is held by the Transferee Company, the holding Company of the Transferor Company No. 1, along with its 6 (six) individual Nominee Shareholders.

b. MINDA DISTRIBUTION AND SERVICES LIMITED - THE TRANSFEROR COMPANY NO.2

As per Annual Accounts as on 31st March, 2019	
Particulars	**Amount (in Rs.)**
Authorised Share Capital 22,50,000 Equity Shares of Rs. 10/- each	2,25,00,000
Total	**2,25,00,000**
Issued, Subscribed and Paid-up Share Capital 19,87,600 Equity Shares of Rs. 10/- each	1,98,76,000
Total	**1,98,76,000**

The Authorised and Issued, Subscribe & Paid –up Share Capital of the Transferor Company No. 2 is same as above on the date of Board meeting i.e. May 16, 2019, sanctioning the Scheme of Amalgamation.

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The entire issued, subscribed and paid-up equity share capital of the Transferor Company No. 2 is held by the Transferee Company, the holding Company of the Transferor Company No. 2, along with its 7 (seven) individual Nominee Shareholders.

c. **MINDA AUTO COMPONENTS LIMITED - THE TRANSFEROR COMPANY NO. 3**

As per Annual Accounts as on 31st March, 2019	
Particulars	**Amount (in Rs.)**
Authorised Share Capital 2,50,000 Equity Shares of Rs. 10/- each	25,00,000
Total	25,00,000
Issued, Subscribed and Paid-up Share Capital 2,10,200 Equity Shares of Rs. 10/- each	21,02,000
Total	21,02,000

The Authorised and Issued, Subscribe & Paid –up Share Capital of the Transferor Company No. 3 is same as above on the date of Board meeting i.e. May 16, 2019, sanctioning the Scheme of Amalgamation.

The entire issued, subscribed and paid-up equity share capital of the Transferor Company No. 3 is held by the Transferee Company, the holding Company of the Transferor Company No. 3, along with its 6 (six) individual Nominee Shareholders.

d. **MINDA RINDER PRIVATE LIMITED - THE TRANSFEROR COMPANY NO.4**

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As per Annual Accounts as on 31st March, 2019	
Particulars	**Amount (in Rs.)**
Authorised Share Capital 2,95,060 Equity Shares of Rs. 100/- each	2,95,06,000
Total	**2,95,06,000**
Issued, Subscribed and Paid-up Share Capital 84,996 Equity Shares of Rs. 100/- each	84,99,600
Total	**84,99,600**

The Authorised and Issued, Subscribe & Paid –up Share Capital of the Transferor Company No. 4 is same as above on the date of Board meeting i.e. May 16, 2019, sanctioning the Scheme of Amalgamation.

The entire issued, subscribed and paid-up equity share capital of the Transferor Company No. 4 is held by the Transferee Company, the holding Company of the Transferor Company No. 4, along with its 1 (one) individual Nominee Shareholder.

e. MINDA INDUSTRIES LIMITED - THE TRANSFEREE COMPANY

As per Audited Annual Accounts as on 31st March, 2019	
Particulars	**Amount (in Rs.)**
Authorised Share Capital 31,75,00,000 Equity Shares of Rs. 2/- each	63,50,00,000
30,00,000 9% Cumulative Redeemable Preference Shares - Class-A of Rs. 10/- each	3,00,00,000
1,83,500 3% Cumulative Compulsorily Convertible Preference Shares- Class-B of Rs.	40,13,14,500

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2,187/- each 35,00,000 3% Cumulative Redeemable Preference Shares- Class-C of Rs. 10/- each 1,00,00,000 1% Non-Cumulative Fully Convertible Preference Shares of Rs. 10/- each	3,50,00,000 10,00,00,000
Total	**1,20,13,14,500**
Issued, Subscribed and Paid-up Share Capital 26,22,16,965 Equity Shares of Rs. 2/- each	52,44,33,930
Total	**52,44,33,930**

The Authorised and Issued, Subscribe & Paid –up Share Capital of the Transferee Company is same as above on the date of Board meeting i.e. May 16, 2019, sanctioning the Scheme of Amalgamation.

PART II

2. TRANSFER AND VESTING OF UNDERTAKING(S)

a. Upon this Scheme becoming effective and with effect from the Appointed Date, the entire business and the undertakings of the Transferor Companies including without limited to all properties, assets, liabilities, reserve & surplus including Securities Premium Account and Undertaking(s) of the Transferor Companies shall stand transferred to and vested in or deemed to be transferred to and vested in the Transferee Company pursuant to the

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sanction of this Scheme by the Hon'ble NCLT and pursuant to the applicable provisions of the Act and also in accordance with Section 2(1B) of the Income-Tax Act, 1961, as a going concern, without any further act, instrument, deed, matter or thing to be made, done or executed.

b. With effect from the commencement of business on the Appointed Date and subject to the provisions of the Scheme in relation to the modalities of transfer and vesting, entire undertaking, business and all properties whether moveable or immovable or tangible or intangible wherever situated and also all other assets, capital, work-in-progress, current assets, movable assets, all investments in India or out of India, if any, powers, authorities, allotments, approvals and consents, licenses, registrations, contracts, engagements, arrangement, rights, intellectual property rights, titles, interests, benefits and advantages of whatsoever nature belonging to or in the ownership, power, possession, control of or vested in or granted in favour of or enjoyed by the Transferor Companies, including but without being limited to, all licenses, liberties, easements, advantages, benefits, privileges, leases, tenancy rights, ownership, intellectual property rights including trademarks/ brands/ copy rights/ patents, quota rights, subsidies, capital subsidies, concessions, exemptions, sales tax exemptions, approvals, clearances, environmental clearances, occupancy certificate, approval from fire department, approval for water, electricity and

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sewerage, clearance by airport authority, approval from irrigation department, approval from forest department, approval from underground water authority, approval from national highway authority, authorizations, certification, quality certification, utilities, electricity connections, electronics and computer link ups, services of all types, reserves, provisions, funds, benefit of all agreements and all other interests arising to the Transferor Companies (hereinafter collectively referred to as "the said assets") shall, without any further act, instrument or deed and without payment of any duty or other charges, be transferred to and vested in the Transferee Company as a going concern pursuant to the applicable provisions of the Act, for all the estate, right, title and interest of the Transferor Companies therein so as to become the property of the Transferee Company.

c. Notwithstanding what is provided herein above, it is expressly provided that in respect to such of the said assets as are movable in nature or are otherwise capable of being transferred by physical delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Companies to the Transferee Company after the Scheme is duly sanctioned and given effect to without requiring any further order of the Hon'ble NCLT or any deed or instrument of conveyance for the same or

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without the payment of any duty or other charges and shall become the property of the Transferee Company accordingly.

d. With effect from the Appointed Date, all liabilities, provisions, duties and obligations including Income Tax and other statutory liabilities, if any, of every kind, nature and description of the Transferor Companies whether provided for or not in the books of accounts of the Transferor Companies shall devolve and shall stand transferred or be deemed to be transferred without any further act or deed, to the Transferee Company with effect from the Appointed Date and shall be the liabilities, provisions, duties and obligations of the Transferee Company.

e. All the assets/ undertaking of the Transferor Companies as on the Appointed Date and all the assets/ undertaking of the Transferor Companies, if any, acquired by the Transferor Companies after the Appointed Date but prior to the Effective Date, shall also without any further act, instrument or deed stand transferred to or be deemed to have been transferred to the Transferee Company upon the Scheme coming into effect.

f. For avoidance of doubt, upon the Scheme coming into effect, all the rights, title, interest and claims of the Transferor Companies in any leasehold properties, if any, including all the leases, of the Transferor Companies

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shall without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and it shall be presumed that the same were executed by the Transferee Company.

g. For avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the Scheme coming into effect, all consents, permissions, licenses, quotas, liberties, special status, certificates, clearances, authorities, powers of attorney and all other benefits and privileges enjoyed or conferred upon or held or availed of by the Transferor Companies or issued to or executed in favor of the Transferor Companies shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favor of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

h. To the extent there are inter-corporate loans, liabilities, duties, debts and claims (including receivables), if any, due or which may hereafter become due, between the Transferor Companies and the Transferee Company or vice versa, the obligations in respect thereof shall come to an end on the Scheme coming into effect and a corresponding suitable effect shall be given in the books of accounts and records of the Transferee Company and

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if required, the reduction/cancellation of such loans, debts and claims (including receivables) shall be reflected in the books of accounts and records of the Transferee Company. For removal of doubts, it is hereby clarified that from the Appointed Date, there would be no accrual of interest or other charges in respect of such loans, liabilities, duties, debts and claims (including receivables), due or which may hereafter become due, between the Transferee Company on the one hand and the Transferor Companies on the other hand.

i. With effect from the Appointed Date and subject to the provisions of this Scheme, all debts, liabilities, guarantees, indemnities, contingent liabilities, disputed liabilities, duties and obligations of every kind, nature, description, whether or not secured, whether provided for or not provided for in the books of accounts and/ or whether disclosed or undisclosed in the financial statements of the Transferor Companies shall also stand transferred or deemed to have been transferred without any further act, instrument or deed to the Transferee Company, pursuant to the applicable provisions of the Act, so as to become as and from the Appointed Date, the debts, liabilities, guarantees, indemnities, contingent liabilities, duties and obligations of the Transferee Company and the Transferee Company shall, and undertakes to, meet, discharge and satisfy the same. It is hereby clarified that it shall not be necessary to obtain any consent of third party or other person who is a party to the contract or arrangements by virtue of

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which such debts, liabilities etc. have arisen, in order to give effect to the provisions of this Clause.

j. Where any such debts, loans raised, liabilities, duties and obligations of the Undertaking as on the Appointed Date have been discharged or satisfied by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.

k. The transfer and vesting of the Undertaking shall be subject to the existing securities, mortgages, charges, hypothecation, encumbrances or liens, if any, subsisting over or in respect of the property and assets or any part thereof of the Transferor Companies.

l. All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any, as on the Appointed Date and created by the Transferor Companies after the Appointed Date, over the assets comprised in the Undertaking or any part thereof shall be transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of the Transferor Companies, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances

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shall not relate or attach to any of the other assets of the Transferee Company.

m. Any loans, advances and other facilities sanctioned to the Transferor Companies by their bankers, financial institutions etc. from the Appointed Date till the Effective Date, which are partly drawn or utilized shall be deemed to be the loans and advances sanctioned to the Transferee Company and the said loans and advances shall be drawn and utilized either partly or fully by the Transferor Companies and all the loans, advances and other facilities so drawn by the Transferor Companies (within the overall limits sanctioned by their bankers and financial institutions) shall on the Effective Date be treated as loans, advances and other facilities made available to the Transferee Company and all the obligations of the Transferor Companies under any loan agreement shall be construed and shall become the obligation of the Transferee Company without any further act or deed on the part of the Transferee Company.

n. All pending tax assessment proceedings/ suits/ appeals and/ or other pending proceedings of whatsoever nature by or against the Transferor Companies shall not abate, be discontinued or in any way prejudicially affected by reason of the merger of the Transferor Companies or of anything contained in the Scheme but the proceedings shall continue and any prosecution shall be enforced by or against the Transferee Company in

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the same manner and to the same extent as would or might have been continued, prosecuted and/or enforced by or against the Transferor Companies, as if the Scheme had not been made.

o. Any tax liabilities under the Income Tax Act, 1961 or other applicable laws or regulations dealing with taxes (whether in the form of duties, cesses, fees, levies or by whatever name called) allocable or related to the business of the Transferor Companies to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for such taxes (including advance tax and tax deducted at source) as on the date immediately preceding the Appointed Date shall also be transferred to the account of the Transferee Company.

p. All taxes including income tax, minimum alternate tax, service tax, sales tax, the Goods and Services Tax Act, 2017 and all other statutory taxes, if any, paid or payable by the Transferor Companies on or before the Appointed Date shall be on account of the Transferor Companies, and in so far as it relates to the payment of taxes after the Appointed Date, such taxes shall be deemed to be the corresponding tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

q. Any refunds, input credits, benefits, incentives, grants, subsidies etc. under the Income Tax Act, 1961, the Goods and Services Tax Act, 2017 or other

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applicable laws or regulations dealing with taxes allocable or related to the business of the Transferor Companies and due to the Transferor Companies consequent to the assessment made on the Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

r. All taxes, benefits of any nature, duties, cesses or any other like payments or deductions available to Transferor Companies under Income Tax, Sales tax, Service tax, Goods and Services tax etc. or any tax deduction/ collection at source, tax credits, benefits of CENVAT credits, benefits of input credits relating to the period after the Appointed Date up to the Effective date shall be deemed to have been on account of or paid by the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to Transferee Company upon the passing of the orders on this Scheme by the Hon'ble NCLT. The benefit of all taxes paid including minimum alternate tax under Income Tax Act, unabsorbed depreciation, carry forward of losses as well as set-off of losses thereof shall be available to the Transferee Company as would have been available to the Transferor Companies upon the sanction of the scheme by the Hon'ble NCLT.

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s. Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise their respective financial statements and returns along with prescribed forms, filings and annexure under the relevant labour laws, Income tax, sales tax including value added tax, service tax, Goods and Services Tax and other applicable tax laws, and to claim refunds and/ or credits for dues and/ or taxes paid and/ or depreciation benefits, if any, as may be required consequent to implementation of this Scheme.

3. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

a. Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature (including all tenancies, leases, licenses and other assurances in favour of any of the Transferor Companies or powers or authorities granted by or to any of the Transferor Companies), to which any of the Transferor Companies is the party, subsisting or having effect immediately before or after the Effective date, shall remain in full force and effect against or in favor of the Transferee Company and may be enforced as fully and effectually, as if the Transferee Company had been a party thereto.

b. The transfer of the assets and liabilities of the Transferor Companies to the Transferee Company and the continuance of all the contracts or legal proceedings by or against the Transferee Company shall not affect any

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contract or proceedings relating to the assets or the liabilities already concluded by any of the Transferor Companies on or after the Appointed Date.

c. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favor of the secured creditors of the Transferor Companies or in favor of any other party to any contract or arrangement to which any of the Transferor Companies is the party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of this Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to implement and carry out all such formalities or compliance referred to above on the part/behalf of the Transferor Companies to be carried out or performed.

d. Any inter-se contracts between the Transferor Companies and the Transferee Company shall stand adjusted and vest in the Transferee Company upon the sanction of the Scheme and upon the Scheme becoming effective. Transaction(s), if any, between the Transferor Companies and

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Transferee Company after the appointed date and until the effective date will be squared off in the books of accounts of the Transferee Company upon the Scheme becoming effective.

4. LEGAL PROCEEDINGS AND OTHER RESOLUTIONS

a. All legal proceedings of whatever nature by or against the Transferor Companies pending on the Effective Date, shall not be abated or discontinued or be, in any way, prejudicially affected by reason of the transfer of the undertaking of the Transferor Companies or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies as if the Scheme had not been made.

b. The resolutions, including resolutions passed under Section 180(1)(a), 180(1)(c) and Section 186 of the Act, if any, of the Transferor Companies, which are valid and subsisting on the effective date, shall, *mutatis mutandis*, continue to be valid and subsisting and be considered as the resolutions of the Transferee Company and where such resolutions have any upper monetary or other limit(s) being fixed under the provisions of the Act or any other applicable provisions, then all the said limits shall be

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added and shall constitute the aggregate of the said limits of the Transferee Company.

5. OPERATIVE/ EFFECTIVE DATE OF THE SCHEME

This Scheme, though operative from the Appointed Date, shall be effective from the last of the dates on which certified copy of order of Hon'ble NCLT under Section 230-232 of the Act are filed with the office of the respective Registrar of Companies.

6. DISSOLUTION OF TRANSFEROR COMPANIES

On this Scheme, becoming effective as provided in Clause 5 above, the Transferor Companies shall stand dissolved without winding up.

7. STAFF, WORKMEN AND EMPLOYEES OF TRANSFEROR COMPANIES

a. All the employees of the Transferor Companies in service, if any, on the date immediately preceding the date on which the Scheme takes effect, i.e., the Effective Date, shall become the employees of the Transferee Company on such date without any break or interruption in service and upon terms and conditions not less favorable than those subsisting in the concerned Transferor Companies on the said date.

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b. Provident Fund, Gratuity Fund, Superannuation Fund and any other special fund or trusts created or existing for the benefit of the employees of the Transferor Companies, if any, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Companies for all purposes and intents, whatsoever, relating to the administration or operation of such schemes or funds or in relation to the obligation to make contributions to the said funds in accordance with the provisions of such funds. It is the intent that all the rights, duties, powers and obligations of the Transferor Companies in relation to such funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Companies will be treated as having been continued for the purpose of the aforesaid funds or provisions.

c. With effect from the date of filing of this Scheme with the Hon'ble NCLT and till the Effective Date, the Transferor Companies shall not vary or modify the terms and conditions of employment of any of their respective employees, except with the written consent of the Transferee Company.

8. CONDUCT OF BUSINESS BY TRANSFEROR COMPANIES AND TRANSFEREE COMPANY

8.1 From the Appointed Date until the Effective Date, the Transferor Companies -

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a. Shall possess of all its assets and properties referred to in Clause 2 above, in trust for the Transferee Company.

b. Shall be deemed to have carried on business and activities for and on behalf of and for the benefit and on account of the Transferee Company. Any income or profit accruing to the Transferor Companies and all costs, charges, expenses or loss arising or incurred or suffered by the Transferor Companies on and from the Appointed Date shall, for all purposes and intents, be treated as the income, profits, costs, charges, expenses or loss, as the case may be, of the Transferee Company.

8.2 Any corporate action by Transferor Companies on or after the Appointed Date until the Effective Date shall, upon the Scheme became effective, be treated as having been taken by the Transferee Company without any further application, act or deed etc. and shall be dealt with accordingly.

8.3 Till such times, the names of the Bank accounts of the Transferor Companies would be replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the banks accounts of the Transferor Companies in the name of the Transferor Companies in so far as may be necessary.

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8.4 Notwithstanding anything contained in sub-clause '8.1' and '8.2' above, the Transferor Companies as well as the Transferee Company shall be free to conduct their respective businesses till the effective date of amalgamation.

9. CONSIDERATION

9.1 There will be no issue and allotment of any shares by the Transferee Company in consideration of amalgamation of the Transferor Companies with the Transferee Company as all the Transferor Companies are wholly owned subsidiary of the Transferee Company and the entire paid up share capital of the Transferor Companies are held by Transferee Company along nominees of Transferee Company. Also, all equity shares held by the Transferee Company and its Nominee(s) in the Transferor Companies shall be cancelled and extinguished as on the Appointed Date.

9.2 Upon the scheme becoming effective, entire issued, subscribed and paid-up share capital of Transferor Companies shall, *ipso facto*, without any further application, act, deed or instrument stand extinguished and cancelled and no new shares of the Transferee Company will be issued or allotted with respect to the equity shares held by the Transferee Company and its nominee in the Transferor Companies.

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9.3 The Transferee Company undertakes not to transfer any of the shares held by it of the Transferor Companies till the amalgamation is completed.

9.4 The Transferor Companies undertakes not to increase its share capital by issuing shares to any entity other than Transferee Company till amalgamation is completed.

9.5 Upon the scheme becoming effective, share certificates, if any, and/ or the shares in electronic form representing the equity shares and preference shares held by the Transferee Company in the Transferor Companies shall be cancelled without any further application, act, instrument or deed for cancellation thereof by the Transferee Company and shall cease to be in existence accordingly.

10. UPON THIS SCHEME BECOMING EFFECTIVE

a. Entire issued, subscribed and paid-up equity share capital and preference share capital of the Transferor Companies both in electronic form and in the physical form, shall automatically stand cancelled.

b. The Authorized Share Capital of the Transferor Companies shall get merged to form new Authorized Share Capital of the Transferee Company and thereafter, the Authorised Share Capital of the Transferee Company shall stand increased to that extent without any further act, deed and

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without payment of any fees or charges or stamp duty to the Registrar of Companies and/ or to any other government authority and the stamp duty and fees paid by the Transferor Companies on their authorized share capital shall be set-off against any stamp duty and fees payable by the Transferee Company on any increase in the authorized share capital of the Transferee Company pursuant to the Scheme.

c. In accordance with to sub-clause (b) above, the Memorandum of Association of the Transferee Company shall without any further act, instrument or deed be and stand altered, modified, reclassified and amended pursuant to the applicable provisions of the Act and existing Clause V of the Memorandum of Association of the Transferee Company shall accordingly be modified by the increased Authorized Share Capital of the Transferor Companies.

d. It is clarified that the approval of the Scheme by the members and/ or creditors of the Transferee Company shall be deemed approval of the Alteration of the Memorandum of Association and Articles of Association of the Transferee Company as required under Sections 13, 14, 61, 64 and other applicable provisions of the Act.

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e. The Transferee Company shall increase/ modify/ reclassify its Authorised Share Capital for implementing the terms of this Scheme, to the extent necessary.

f. On this Scheme becoming effective, the shareholders and Creditors, if any, of the Transferee Company and the Transferor Companies shall be deemed to have also accorded their approval under all relevant provisions of the Act for giving effect to the provisions contained in this Scheme and no separate resolution under the Act shall be required to pass.

11. ACCOUNTING TREATMENT FOR AMALGAMATION

11.1 Accounting Treatment in the books of Transferee Company:

a. Upon the scheme becoming effective the Transferee Company shall account for the amalgamation of the Transferor Companies in the books of account in accordance with the applicable accounting standards prescribed under section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015, as amended, ("Ind AS") and other accounting principles generally accepted in India and specifically under 'Pooling of Interest Method' of accounting as laid down in Appendix C of IND-AS 103 (Business Combinations of entities under common control) as under:

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b. All the assets, liabilities and reserves in the books of the Transferor Companies shall stand transferred to and vested in the Transferee Company pursuant to the scheme and shall be recorded by the Transferee Company at their carrying amounts as appearing in the books of Transferor Companies, on the Appointed Date;

c. The carrying amount of investments in the equity shares of the Transferor Companies held by Transferee Company, shall stand cancelled and there shall be no further obligation in that behalf;

d. Upon the scheme coming into effect, the surplus /deficit, if any of the net value of assets, liabilities and reserves of the Transferor Companies acquired and recorded by the Transferee Company over the value of investments cancelled pursuant to Clause 11.1.c, shall be adjusted in "Capital Reserve Account" in the financial statements of the Transferee Company;

e. Inter- Company transactions and balances including loans, advances, receivable or payable inter se between the transferor and the transferee Companies as appearing in their books of account, if any, shall stand cancelled;

f. 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.

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11.2 Accounting Treatment in the Books of Transferor Companies:

a. Notwithstanding anything contained in any other clause in the Scheme, Transferor Companies shall give effect to the merger in its books of accounts as per the applicable accounting principles and as on the date as prescribed under Indian Accounting Standards (Ind -AS) prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standards) Rule, 2015, as may be amended from time to time.

12. VALIDITY OF EXISTING RESOLUTIONS, ETC.

a. Upon the coming into effect of the Scheme, the resolutions of the Transferor Companies as are considered necessary by the Board of Directors of the Transferee Company which are validly subsisting be considered as resolutions of the Transferee Company.

b. If any such resolutions have any monetary or other limits approved under the provisions of the Act or of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of Directors of the Transferee Company, shall be added to the limits, if any, imposed under the like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

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PART-III

13. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

a. The scheme being approved by the requisite majorities in number and value of such classes of members and/or creditors (wherever applicable), of the Transferor Companies and the Transferee Company as may directed by Hon'ble NCLT.

b. Compliance of the applicable regulations / conditions, if any, of SEBI, NSE and BSE (as applicable);

c. The approval or sanction of the Hon'ble NCLT under Sections 230-232 of the Act in favor of the Transferor Companies and the Transferee Company for sanctioning the Scheme being obtained.

d. The certified/ authenticated copies of the orders of the Hon'ble NCLT sanctioning the Scheme being filed by each of the Transferor Companies and the Transferee Company with the respective Registrar of Companies.

e. Any other approvals, sanctions or consents of any Governmental Authority or any statutory authorities as may be required by law for the implementation of Scheme being obtained.

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14. APPROVAL OF SEBI AND STOCK EXCHANGES

In view of the SEBI Notification No. SEBI/LAD/NRO/GN/2016-17/029 dated February 15, 2017 and in terms of SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, draft Scheme of amalgamation of wholly owned subsidiaries with their Parent Company shall be filed with the Stock Exchanges for the purpose of disclosures and stock exchange shall disseminate the scheme documents on their website. No further compliance shall be required for the Scheme of Amalgamation of wholly owned subsidiaries with its Parent Company. The Transferee Company undertakes to comply with requirement of aforesaid SEBI Notification/ Circular.

15. APPLICATION/ PETITION TO HON'BLE NCLT

The Transferor Companies and the Transferee Company shall make application under Sections 230-232 of the Company Act, 2013 and other applicable provisions, if any, of the Act to the Hon'ble NCLT where the respective registered offices of the Transferor Companies and the Transferee Company are situated, for sanction of this Scheme and for the dissolution of the Transferor Companies without winding-up and other concerned matters.

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16. MODIFICATIONS/ AMENDMENTS TO THE SCHEME

a. The Transferor Companies and the Transferee Company through their respective Board of Directors may make or assent, from time to time, on behalf of all persons concerned, to any modifications or amendments to this Scheme or to any conditions or limitations which the Hon'ble NCLT and/or any authorities under the law may deem fit to approve of or impose or which may otherwise be considered necessary or desirable to resolve all doubts or difficulties that may arise for implementing and/or carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for carrying the Scheme into effect.

b. In order to give effect to this Scheme or to any modifications or amendments thereof, the Board of Directors of the Transferee Company may give and is authorized to give all such directions as may be necessary including directions for settling any question, doubt or difficulty whatsoever that may arise.

c. In the event that any conditions are imposed by any Hon'ble NCLT and/or any other competent authority which the Transferor Companies and/or the Transferee Company find un-acceptable for any reason whatsoever, then the Transferor Companies and/or the Transferee Company shall be at liberty to withdraw the Scheme.

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17. EFFECT OF NON – RECEIPT OF APPROVALS

In the event of this Scheme failing to take effect, this Scheme shall become null and void and in that case no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or employees or any other person. Each party shall bear and pay their respective costs, charges and expenses in connection with this Scheme.

18. COST CHARGES AND EXPENSES CONNECTED WITH THE SCHEME

All costs, charges and expenses of the Transferor Companies and the Transferee Company incurred in relation to or in connection with this Scheme or incidental to the completion of the Amalgamation of the Transferor Companies with the Transferee Company in pursuance of this Scheme, shall be borne and paid by the Transferee Company only. This includes, but not limited to, legal and professional fees paid to Company Secretaries, Chartered Accountants, Advocates, other professionals, fees paid on issue of shares, registration fees, stamp paper charges etc.

19. DIRECTORS OF THE TRANSFEROR COMPANIES

That the Directors of Transferor Companies shall cease to hold office as Directors thereof with effect from the Effective date of this scheme and consequently, the Board of Transferor Companies shall stand dissolved.

For M J Casting Limited

Authorised Signatory

For Minda Distribution and Services Limited

Authorised Signatory

For Minda Auto Components Limited

Authorised Signatory

For Minda Rinder Private Limited

Authorised Signatory

For Minda Industries Limited

Authorised Signatory

20. INDEMNIFICATION

That if any liability including contingent liability not accounted for or provided in the financial statements of Transferor Companies, arising upto the effective date of this Merger shall be indemnified by the Promoters of the Transferor Companies to the Transferee Company.

21. SEVERABILITY

If any part of the Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Companies and the Transferee Company, affect the validity or implementation of the other parts/provisions of the scheme.

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