

**Certified true copy of the resolution passed at the Meeting of the Board of Directors of Marico Limited held on Thursday, July 16, 2020 through electronic mode**

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***Approval of Scheme of Amalgamation of Marico Consumer Care Limited (“MCCL”) with the Company***

“RESOLVED THAT pursuant to:

- (i) the provisions of Section 179(3)(i), Sections 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013 (‘Act’) and the Rules framed thereunder (including any statutory modifications or re-enactment thereof for the time being in force);
- (ii) enabling clauses of the Memorandum of Association of the Company;
- (iii) based on the recommendation made by the Audit Committee of the Board of Directors at its meeting held earlier during the day on July 16, 2020 and
- (iv) subject to the requisite approvals, consents, sanctions and permissions of National Company Law Tribunal, Mumbai Bench (‘Tribunal’) and
- (v) further subject to the approval by the requisite majority of shareholders and creditors of the Company (if and as may be directed by the Tribunal), the Central Government, and/or such other regulatory authority(ies) as may be directed by the Tribunal:
  - 1. the Consent of the Board of Directors of the Company (‘the Board’) be and is hereby accorded to the Scheme of Amalgamation between Marico Consumer Care Limited and Marico Limited and their respective shareholders and creditors (‘the Scheme’), as per the terms and conditions mentioned in the draft Scheme, a copy of whereof is shared at the meeting, subject to modifications, if any, as may be imposed by any regulatory authority or the Shareholders of the Company or the Tribunal;
  - 2. the Consent of the Board be and is hereby accorded to the Scheme (including any modification, amendment or re-enactment made thereof), proposed by the Board of Directors of MCCL, in the Company’s capacity as a shareholder of MCCL;
  - 3. MCCL being a Wholly Owned Subsidiary of the Company, no consideration will be discharged pursuant to the Scheme, and the investment of the Company in the share capital of MCCL shall stand cancelled;
  - 4. The draft report prepared pursuant to the provisions of Section 232(2)(c) of the Act explaining the effect of the arrangement pursuant to the Scheme, on each class of Shareholders, Key Managerial Personnel, Promoters and Non-Promoter Shareholders and laying out in particular, the share exchange ratio, as applicable, specifying special valuation difficulties, if any, be and is hereby accepted and taken on record;

5. Any Key Managerial Personnel, the Executive Vice President & Head - Finance & Investor Relations, Head - Taxation, Head - Corporate Finance be and are hereby severally authorized to do the following, for the purpose of giving effect to this resolution:
- (a) to approve all necessary modification(s) / amendment(s) / alteration(s) / changes to the Scheme, as they may deem fit and/or to accept such conditions/guidelines, if any, which may be deemed fit or as may be required and/or imposed by the Tribunal, any authority, members or creditors, as the case maybe, while sanctioning/approving the Scheme;
  - (b) to file the Scheme and / or any other details with the Stock Exchanges where the equity shares of the Company are listed, for the purpose of disclosure;
  - (c) to fix the day, date and time of the Extraordinary General Meeting of the members and/or creditors, as may be applicable, to be held for the approval of the Scheme and to finalize and settle the draft of the notices for convening/ dispensing with the meetings of the shareholders and/or creditors of the Company and the draft of the explanatory statements as required under Section 102 of the Act or any such applicable provisions under the Act, in terms of the directions of the Tribunal;
  - (d) to attend the meeting or authorizing any person to attend the meeting and/or executing all the necessary documents as maybe required to give consent to the Scheme, on behalf of the Company, in its capacity as a shareholder of MCCL, and complete the necessary formalities thereof;
  - (e) to settle any question or difficulty that may arise and give any directions necessary with regard to the implementation of the Scheme, and to give effect to the above resolution;
  - (f) to suspend, withdraw or revive the Scheme from time to time as may be specified by any statutory authority or as may be *suo moto* decided by them in their absolute discretion;
  - (g) to file the Scheme and/or any other information/details with the Central/State Government(s), Regional Director, Income Tax authorities, or any other body, authority or agency to obtain sanction or approval to any provisions of the Scheme or for giving effect thereto;
  - (h) to file applications with the Tribunal or such other appropriate authority seeking directions to hold or dispense with the meetings of the shareholders and /or creditors and/or such other classes as may be concerned with the said Scheme and where necessary to take steps to convene and hold such meetings as per the directions of the Tribunal to give effect to the Scheme;
  - (i) to represent the Company before the Tribunal and such other authorities or bodies for filing and making applications, undertakings, affidavits, all other documents and deeds, as may be required for the purpose and to make such modifications/ alterations as may be required

by the aforesaid authorities or as may be thought fit and expedient by the said authorized persons, severally;

- (j) to finalize and settle the draft of the advertisements, announcements, disclosures, etc., which may be required to be sent to the concerned persons and authorities on behalf of the Company; or effect any other modification or amendment as they may consider necessary or desirable to give effect to the Scheme;
- (k) to sign and file petitions for confirmation of the Scheme with the Tribunal or such other competent authority;
- (l) to file affidavits, petitions, pleadings, applications or any other document incidental or deemed necessary or useful in connection with the above proceedings and to engage Counsels, Advocates, Solicitors, Chartered Accountants and other professionals and to sign and execute vakalatnama wherever necessary or incidental to the said proceedings for obtaining confirmation by the Tribunal to the said Scheme and for giving effect to the Scheme;
- (m) to apply for and obtain requisite approvals of the Central/State Government(s), Regional Director, Income Tax authorities, or any other body / authority and their agencies, and any other authority or agency, as may be considered necessary, to the said Scheme;
- (n) to conduct the postal ballot and/ or meeting through Video Conferencing / Other Audio Visual means to seek the approval, of the shareholders of the Company, term loan lenders, financial institution, and other creditors, as may be considered necessary and if directed by the Tribunal, to the said Scheme and further, for that purpose to initiate all steps including to appoint scrutinizer to conduct the process, authorize relevant agencies to conduct the e-voting process and such other acts as may be deemed necessary;
- (o) to appoint the merchant bankers, scrutinizers, registrars and such other professional agencies as may be required to give effect to the Scheme and to provide all relevant information that may be required by the advisors;
- (p) to take all steps necessary or incidental and considered appropriate with regard to the above applications or petitions and implementation of the orders passed thereon and generally for putting through the Scheme and completing the same;
- (q) to sign all applications, petitions, documents, or to issue public advertisement and notices relating to the Scheme or delegate such authority to another person by a valid Power of Attorney;
- (r) to swear and depose affidavit before the Tribunal or such other competent authority in relation to any matter pertaining to the aforesaid Scheme;
- (s) to inform and apply to the Central and State Government(s) and other local authorities, including but not limited to the sub-registrar of assurances, customs authorities, excise

- authorities, income tax authorities, goods and services tax authorities, electricity authorities, postal authorities, banks and all other applicable authorities, agencies, etc., and to represent the Company before the said authorities and agencies and to sign and submit such applications, letters, forms, returns, memorandum, undertakings, declarations, deeds or documents and to take all required necessary steps and actions, from time to time in the above connection;
- (t) to do all further acts, deeds, matters and things as may be considered necessary, proper or expedient to give effect to the Scheme and for matters connected therewith or incidental thereto and
- (u) to take all such actions and steps in the above matter, as may be required from time to time to give effect to the above resolutions including resolving the difficulties, if any, as and when arises and
6. a copy of this resolution duly certified as true by any Key Managerial Personnel or the Assistant Company Secretary be furnished to the concerned persons including filing of a copy thereof with the Ministry of Corporate Affairs in the requisite form.”

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**For Marico Limited**

HEMANGI  
YATEEN GHAG

Digitally signed by  
HEMANGI YATEEN GHAG  
Date: 2020.07.16  
19:51:02 +05'30'

**Hemangi Ghag**  
**Company Secretary & Compliance Officer**

*Issued on: July 16, 2020*

*CTC no.: 1499/Board/O*

**SCHEME OF AMALGAMATION**

**BETWEEN**

**MARICO CONSUMER CARE LIMITED**

**AND**

**MARICO LIMITED**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

**(Under Sections 230-232 and other applicable provisions of the Companies Act, 2013)**

**("the Scheme")**

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**PREAMBLE**

This Scheme of Amalgamation ('Scheme') is presented under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013, for the amalgamation of Marico Consumer Care Limited (hereinafter referred to as "MCCL" or "the Transferor Company") with Marico Limited (hereinafter referred to as "Marico" or "the Transferee Company") and various other matters consequential or otherwise integrally connected therewith.

**DESCRIPTION OF COMPANIES**

MCCL was incorporated on the 20th day of April, 2012 as a Public Limited Company, bearing Corporate Identity Number (CIN): U24233MH2012PLC229972, having its registered office at 7<sup>th</sup> Floor, Grande Palladium, 175, CST Road, Kalina, Santacruz (East) Mumbai – 400 098, Maharashtra. MCCL is an unlisted public company.

MCCL was formed with the main objective of carrying out the business of fast-moving consumer products. Presently, it owns various Intellectual Property Rights which are licensed to Marico.

Marico Limited was incorporated on the 13<sup>th</sup> day of October, 1988 as a Public Limited Company under the Companies Act, 1956, as “Marico Food Limited”. Subsequently, the name of the Transferee Company was changed to “Marico Industries Limited” on the 31<sup>st</sup> day of October, 1989. Further, the name of the Transferee Company was changed to “Marico Limited” with effect from 25<sup>th</sup> day of April, 2005. Marico is currently having its registered office at 7<sup>th</sup> Floor, Grande Palladium, 175, CST Road, Kalina, Santacruz (East) Mumbai – 400 098, Maharashtra. The Corporate Identity Number (CIN) of Marico is L15140MH1988PLC049208. The shares Marico are listed on BSE Limited and National Stock Exchange of India Limited.

Marico operates in the Fast-Moving Consumer Goods (‘FMCG’) segment.

#### **RATIONALE AND PURPOSE OF THE SCHEME**

Marico mainly operates in the Fast-Moving Consumer Goods segment.

MCCL, a wholly owned subsidiary of Marico, was formed as a Special Purpose Vehicle to acquire the personal care business housed in Halite Personal Care Private Limited (Halite). Halite (currently under liquidation) owned various Intellectual Property Rights (IPR) which were distributed to its sole shareholder i.e. MCCL on liquidation of Halite. MCCL has licensed these IPRs to Marico and is earning royalty income thereon.

The management of MCCL and Marico believe amalgamation of MCCL with Marico, *inter alia*, would have the following benefits:

- i. Consolidation of business;
- ii. Elimination of a multi layered structure;
- iii. Reduction in administrative, compliance and other operational costs

#### **PARTS OF THE SCHEME**

This Scheme is divided into the following parts:

- a) **PART I** deals with Definitions and Interpretations;
- b) **Part II** deals with details of Share Capital of MCCL and Marico;
- c) **PART III** deals with provisions relating to amalgamation of MCCL with Marico;
- d) **PART IV** deals with General Clauses, Terms and Conditions applicable to this Scheme.

## PART I – DEFINITIONS AND INTERPRETATIONS

### 1. DEFINITIONS

In this Scheme (as defined hereunder), unless inconsistent with the subject or context thereof, the following expressions shall have the following meaning:

- 1.1 **“Act” or “the Act”** means the Companies Act, 2013 including the rules and regulations made thereunder, and any alterations, modifications, amendments made thereto and/or any re-enactment thereof, as applicable and for the time being in force;
- 1.2 **“Applicable Law(s)”** means: (a) all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, circulars, listing agreements, notifications, guidelines or policies of any applicable country and/or jurisdiction, (b) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or governmental approvals of, or agreements with, any governmental authority or recognized stock exchange, and (c) international treaties, conventions and protocols, as may be in force from time to time;
- 1.3 **“Appointed Date”** means April 1, 2020 or such other date as may be agreed by the Board of MCCL and Marico or as the Hon’ble National Company Law Tribunal, Mumbai Bench, may decide/approve;
- 1.4 **“Board of Directors” or “Board”** in relation to MCCL and Marico, as the case may be, means the Board of Directors of such company, and shall include a committee duly constituted and authorized by each of the companies and/or their respective Boards, for the purposes of various matters pertaining to the Scheme and/or any other related, connected or incidental matters;
- 1.5 **“Effective Date”** means the last of the dates on which the certified copy of the Order sanctioning this Scheme as passed by the National Company Law Tribunal, Mumbai Bench is filed by MCCL and Marico with the Registrar of Companies, Mumbai. Any references in the Scheme to “upon the Scheme becoming effective” or “effectiveness of the Scheme” or “upon coming into effect of this Scheme” shall mean the “Effective Date”;
- 1.6 **“Encumbrance”** means any: (a) charge, lien (statutory or other), or mortgage, any easement, 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 equity, assignments hypothecation, title retention, restriction, power of sale or other type of preferential arrangements; or (iv) any agreement to create any of the above, and the term “Encumbered” shall be construed accordingly;

- 1.7 **“Governmental Authority”** means any applicable central, state or local government or semi-government, legislative body, executive, regulatory or administrative authority, local authority, agency or commission or any court, tribunal, board, department, commission, entity, agency, bureau, instrumentality, official, judicial or arbitral body, statutory body or stock exchange, or any other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law;
- 1.8 **“Income Tax Act”** means the Income Tax Act, 1961, including the rules made thereunder, and any amendments, alterations, modifications made thereto or any re-enactments thereof for the time being in force;
- 1.9 **“MCCL” or “Transferor Company”** means Marico Consumer Care Limited, a public company limited by shares, incorporated on April 20, 2012 under the provisions of the Companies Act, 1956 and having its registered office at 7th floor, Grande Palladium, 175, CST Road, Kalina, Santacruz (East), Mumbai – 400098;
- 1.10 **“Marico” or “Transferee Company”** means Marico Limited, a public company limited by shares, incorporated on October 13, 1988 under the provisions of the Companies Act, 1956 and having its registered office at 7th floor, Grande Palladium, 175, CST Road, Kalina, Santacruz (East), Mumbai – 400098;
- 1.11 **“National Company Law Tribunal” or “NCLT” or “Tribunal”** means the National Company Law Tribunal, Mumbai Bench, constituted by the Central Government under Section 408 of the Act having jurisdiction in relation to MCCL and Marico;
- 1.12 **“Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Amalgamation between Marico Consumer Care Limited and Marico Limited and their respective



shareholders and creditors, in its present form as submitted to the NCLT or this Scheme with such modification(s), if any made, as per Clause 17 of the Scheme;

- 1.13 **“Taxation” or “Tax” or “Taxes”** means all forms of taxes (whether direct or indirect) and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies and whether levied by reference to income, profits, book profits, gains, asset values, turnover, added value or otherwise and shall further include payments in respect of or on account of Tax, whether by way of deduction at source, advance tax, minimum alternate tax or otherwise or attributable directly or primarily to MCCL and Marico and all penalties, charges, costs and interest relating thereto.

## **2. INTERPRETATIONS**

- 2.1 All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, Income Tax Act, Indian Accounting Standards, other Applicable Laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.
- 2.2 In this Scheme, unless the context otherwise requires:
- 2.2.1 Words denoting singular shall include plural and vice versa;
  - 2.2.2 headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
  - 2.2.3 references to the word "include" or "including" shall be construed without limitation;
  - 2.2.4 a reference to an article, clause, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or schedule of this Scheme;
  - 2.2.5 reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
  - 2.2.6 references to a person include any individual, firm, body corporate (whether incorporated or not), Government, state or agency of a state or any joint

venture, association, partnership, works council or employee representatives body (whether having separate legal personality or not).

2.2.7 references to any of the terms, taxes, duty, levy, cess in the Scheme shall be construed as reference to all of them whether jointly or severally.

2.2.8 word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed to them.

2.2.9 references to dates shall be construed to be references to Indian dates;

2.2.10 any reference to any statute or statutory provision shall include:

- i. all subordinate legislations made from time to time under that provision (whether amended, modified, re-enacted or consolidated from time to time or not) and any retrospective amendment; and
- ii. such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the filing of this Scheme) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to the matters contemplated under this Scheme and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as amended, modified, re-enacted or consolidated from time to time) which the provision referred to has directly or indirectly replaced.

### **3. DATE OF TAKING EFFECT AND OPERATIVE DATE**

3.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT or made as per Clause 17 of the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date.

## **PART II - SHARE CAPITAL**

### **4. SHARE CAPITAL**

4.1 The authorized, issued, subscribed and paid up share capital of MCCL as on March 31, 2020 is as under:

Share Capital	Amount (Rs. in Crore)
<b>Authorized Share Capital</b>	
8,00,00,000 Equity Shares of Rs. 10/- each	80.00
<b>Total</b>	<b>80.00</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
2,06,60,830 Equity Shares of Rs. 10/- each	20.66
<b>Total</b>	<b>20.66</b>

Subsequent to the above date, and as on the date of filing this Scheme with the NCLT, there has been no change in the authorized, issued, subscribed and paid up share capital of MCCL. As on the date of filing this Scheme with the NCLT, the entire issued, subscribed and paid up equity share capital of MCCL is held by Marico and its nominees.

- 4.2 The authorized, issued, subscribed and paid up share capital of Marico as on March 31, 2020 is as under:

Share Capital	Amount (Rs. in Crore)
<b>Authorized Share Capital</b>	
150,00,00,000 Equity Shares of Re. 1/- each	150.00
6,50,00,000 Preference Shares of Rs. 10/- each	65.00
<b>Total</b>	<b>215.00</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
1,29,10,18,088 Equity Shares of Re. 1/- each	129.10
<b>Total</b>	<b>129.10</b>

Subsequent to the above date, and as on the date of filing this Scheme with the NCLT, there has been no change in the authorized share capital of Marico. However, the issued, subscribed and paid up share capital of Marico, has increased due to exercise

of employee stock options under various ESOP Schemes of Marico. As on date of filing this Scheme with the NCLT the revised share capital details of Marico are as under:

<b>Share Capital</b>	<b>Amount (Rs. in Crore)</b>
<b>Authorized Share Capital</b>	
150,00,00,000 Equity Shares of Re. 1/- each	150.00
6,50,00,000 Preference Shares of Rs. 10/- each	65.00
<b>Total</b>	<b>215.00</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
1,29,10,75,928 Equity Shares of Re. 1/- each	129.10
<b>Total</b>	<b>129.10</b>

### PART III - AMALGAMATION OF MCCL WITH MARICO

#### 5. TRANSFER AND VESTING

5.1 With effect from the opening of business as on the Appointed Date and upon the Scheme becoming effective, the entire business and whole of the undertaking of MCCL shall, pursuant to the provisions of Sections 230-232 and all other applicable provisions of the Act, and without any further act, instrument, deed, matter or thing, stand transferred to and vested in or deemed to be transferred to and vested in Marico, as a going concern, so as to become, as from the Appointed Date, the assets and liabilities of Marico in the following manner:

5.1.1 All assets of MCCL as are movable in nature or incorporeal property or are otherwise capable of being transferred and vested by manual delivery or by endorsement and delivery shall stand transferred and vested from MCCL in favour of Marico and shall become the assets of Marico. The vesting pursuant to this clause shall be deemed to have occurred by manual/constructive delivery and/or by delivery of possession and/or by endorsement and delivery, as appropriate in relation to the property/asset, towards the end and intent that

the title of the asset is transferred and vested with Marico on such delivery without requiring any deed or instrument of conveyance for the same. Any investment of MCCL held in dematerialized form will be transferred to Marico by issuing appropriate delivery instructions to the depository participant with whom MCCL has an account. Such delivery and transfer shall be made on a date mutually agreed upon between the respective Boards of MCCL and Marico, being a date after the sanction of the Scheme by the NCLT.

5.1.2 The moveable assets of MCCL, other than those specified in the clause above, including actionable claims, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits including deposits paid in relation to outstanding litigations, if any, with Governmental Authority or other authorities and bodies, customers and other persons, shall, without any further act, instrument or deed, be transferred to and vested in as the property of Marico. Marico may, if required, give notice in such form as it may deem fit and proper to each person or debtor that, pursuant to the Scheme, the said person or debtor should pay the debt, loan or advance or make good the same or hold the same to its account and that the right of Marico to recover or realise the same is in substitution of the right of MCCL and that appropriate entry should be passed in its respective books to record the aforesaid charges. Any document of title pertaining to the assets of MCCL shall also be deemed to have been mutated and recorded as title of Marico to the same extent and manner as originally held by MCCL to the end and intent that all the ownership, right, title and interest so vesting in Marico will be such as if Marico was originally MCCL. Marico shall, be entitled to the delivery and possession of all documents of title including all related documents of all such movable assets of MCCL.

5.1.3 Without prejudice to any of the Clauses above, with effect from the Appointed Date and upon the Scheme becoming effective, all immovable properties, including land together with buildings and structure and rights thereon, whether freehold or leasehold, relating to MCCL and any documents of title, rights, interests, claims, including leases, licenses and easements in relation thereto,

shall, pursuant to the applicable provisions of the Act and the Scheme, without any further act, instrument, deed, matter or thing, stand transferred to and vested into Marico, as of the Appointed Date. The mutation of the title to the immoveable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of Marico without requirement of execution of any further documents for registering the name of Marico as owner thereof and the regulatory authorities, including Sub-registrar of Assurances, Talati, Tehsildar, etc. may rely on the Scheme along with the copy of the Order passed by the NCLT, to make necessary mutation entries and changes in the land or revenue records to reflect the name of Marico as owner of the immovable properties.

- 5.1.4 All intellectual property rights including registrations, licenses, trademarks, logos, service marks, copyrights, domain names, trade names, and applications relating thereto, goodwill, know how, trade secrets, various business and commercial rights or any other property of like nature, of MCCL, if any, whether recorded in the books of accounts of MCCL or not, shall stand vested in Marico without any further act, instrument or deed. Any document of title pertaining to the intangible assets of MCCL shall also be deemed to have been mutated and recorded as title of Marico to the same extent and manner as originally held by MCCL to the end and intent that all the ownership, right, title and interest so vesting in Marico will be such as if Marico was originally MCCL. Marico shall, be entitled to the delivery and possession of all documents of title including all related documents of all such assets of MCCL.
- 5.1.5 Without prejudice to the generality of the forgoing, it is clarified that upon the coming into effect of this Scheme, all permits, authorizations, licenses, consents, registrations, approvals, municipal permissions, industrial licenses, registrations, privileges, easements and advantages, facilities, rights, powers and interest (whether vested, contingent or impending), of every kind and description of whatsoever nature in relation to MCCL, to which MCCL is a party to or to the benefit of which MCCL may be eligible and which are subsisting or having effect

immediately before the Appointed Date shall subject to Applicable Law, stand transferred to and vested in or shall be deemed to be transferred to and vested in Marico as if the same were originally given or issued to or executed in favour of Marico, and the rights and benefits under the same shall be available to Marico. Further, MCCL and / or Marico shall execute such further deeds or documents as may be required to give effect to this Clause.

- 5.1.6 All cheques and other negotiable instruments, payment order, electronic fund transfers (like NEFT, RTGS, etc.) received or presented for encashment which are in the name of MCCL after the Effective Date shall be accepted by the banker(s) of Marico and credited to the account of Marico, if presented by Marico or received through electronic transfers. Similarly, the banker(s) of Marico shall honour all cheques/electronic fund transfer instructions issued by MCCL for payment after the Effective Date.
- 5.1.7 With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, of every kind, nature and description, whether or not provided in the books, of MCCL, shall, under the provisions of Sections 230-232 of the Act, and without any further act or deed, be transferred to or be deemed to be transferred to Marico so as to become, from the Appointed Date, the debts, liabilities, contingent liabilities, duties and obligations of Marico and it shall not be necessary to obtain the consent of any third party or other person, who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause.
- 5.1.8 All *inter-se* liabilities, between MCCL and Marico, if any, due or outstanding or which may at any time immediately prior to the Effective Date become due or remain outstanding, shall stand cancelled and be deemed to have been discharged by such cancellation and consequently, there shall remain no inter-se liability between them as of Effective Date and corresponding effect shall be given in the books of account and records of Marico.

5.1.9 All the existing securities, mortgages, charges, encumbrances or liens, if any, as on the Appointed Date and those created by MCCL after the Appointed Date, over the assets of MCCL transferred to Marico 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. Such securities, mortgages, charges, encumbrances or liens shall not relate or attach or extend to any of the other assets of Marico.

Similarly, Marico 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 or to be availed of by it, and the encumbrances in respect of such indebtedness of Marico shall not extend or be deemed to extend or apply to the assets so vested.

5.1.10 Subject to applicable laws, any undertaking of MCCL, which is binding on MCCL as on the Appointed Date of this Scheme, to give a guarantee to any person in respect of any obligation of MCCL shall continue in full force and effect against Marico.

5.1.11 Where any of the liabilities and obligations attributed to MCCL on the Appointed Date have been discharged by MCCL on after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on behalf of Marico.

5.1.12 Upon the Scheme becoming effective, all taxes payable by, or refundable to, MCCL, including any refunds, claims or credits (including credits for income tax, withholding tax, advance tax, self-assessment tax, minimum alternate tax, CENVAT credit, goods and services tax credits, other indirect tax credits and other tax receivables) shall be treated as the tax liability, refunds, claims, or credits, as the case maybe, of Marico. Marico shall be entitled to initiate, raise, add or modify any claims in relation to such taxes on behalf of MCCL.

5.1.13 Taxes, if any, paid or payable by the Transferor Company after the Appointed Date shall be treated as paid or payable by the Transferee Company and the Transferee Company shall be entitled to claim the credit, refund or adjustment



for the same as may be applicable. If MCCL is entitled to any unutilized credits (including balances or advances), benefits, subsidies, grants, special status and other benefits or privileges of whatsoever nature under the incentive schemes and policies including tax holiday or concessions under any Tax Laws or Applicable Laws, the same shall, to the extent statutorily available and along with associated obligations, stand transferred to and be available to Marico as if Marico was originally entitled to all such benefits, entitlements, incentives and concessions and Marico shall be entitled as an integral part of the Scheme to claim such benefit or incentives or unutilised credits as the case may be automatically without any specific approval or permission.

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

5.1.15 It is hereby clarified that in case of any refunds, benefits, incentives, grants, subsidies, etc., MCCL, shall, if so required by Marico, issue notices in such form as Marico may deem fit and proper stating that pursuant to the NCLT 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 Marico, as the person entitled thereto, to the end and intent that the right of MCCL, to recover or realise the same, stands transferred to Marico and that appropriate entries should be passed in their respective books to record the aforesaid changes;

5.2 This Scheme has been drawn up complying with the conditions relating to “Amalgamation” as specified under Section 2(1B) of the Income-tax Act, 1961. Further, if any terms or provisions of the Scheme are found or interpreted to be inconsistent with the said provisions at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent

determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification will however not affect other parts of the Scheme.

## **6 CONSIDERATION**

- 6.1 The entire issued, subscribed and paid-up share capital of MCCL is held by Marico and its nominees.
- 6.2 Upon the Scheme becoming effective, no shares of Marico shall be issued or allotted in lieu or exchange of its holding in MCCL and, investment in the share capital of MCCL held by Marico as on Effective Date shall stand cancelled accordingly.

## **7 ACCOUNTING TREATMENT IN THE BOOKS OF MARICO**

- 7.1 Upon the Scheme becoming effective and with effect from the Appointed Date, Marico shall account for the amalgamation in its books of accounts as under:
  - 7.1.1 All the reserves, assets, and liabilities as appearing in the books of accounts of MCCL shall stand transferred to and vested in Marico and shall be recorded by Marico at their respective carrying values as appearing in the books of accounts of MCCL.
  - 7.1.2 The carrying value of the investments in the equity share capital of MCCL and the corresponding provision for impairment on such investments, as appearing in the books of accounts of Marico, as on the Effective Date, shall stand cancelled.
  - 7.1.3 Inter-Company outstanding balances, if any, will stand cancelled.
  - 7.1.4 The net surplus / deficit, if any, arising out of the amalgamation in the books of Marico, after providing for the adjustments provided in clause 7.1.2 and 7.1.3 above, shall be transferred to Capital Reserve account
- 7.2 In case of any differences in the accounting policy between MCCL and Marico, the accounting policies followed by Marico will prevail and the difference shall be adjusted in Capital Reserves of Marico, to ensure that the books of accounts of Marico reflect the financial position on the basis of consistent accounting policy.

## **8 AGGREGATION OF AUTHORISED SHARE CAPITAL**

- 8.1 Upon the Scheme becoming effective and with effect from the Appointed Date, the authorized share capital of Marico shall automatically stand increased, without any further act, instrument or deed on part of Marico including payment of stamp duty and fees payable to Registrar of Companies, by the authorized share capital of MCCL as on the Effective Date.
- 8.2 The Memorandum of Association of Marico (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended and no future resolutions under section 13, 61 and any other applicable provisions of the Act would be required to be separately passed. The stamp duties and fees paid on the authorised capital of MCCL shall be utilized and applied to the increased authorised share capital of Marico and shall be deemed to have been so paid by Marico for increase in the authorised share capital on such combined authorised share capital and accordingly no extra stamp duty and/or fee shall be payable by Marico for increase in the authorised share capital to that extent. The Memorandum of Association and Articles of Association of Marico shall be amended as may be required to give effect to this clause.
- 8.3 It is clarified that the approval of the members of Marico to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum and Articles of Association as may be required under the Act.
- 8.4 Upon giving effect to the Scheme, the capital clause of Memorandum of Association of Marico would be restated as under:

*“The Authorized Share Capital of the Company is Rs. 295,00,00,000 (Rupees Two Hundred and Ninety Five Crore) divided into 150,00,00,000 (One Hundred and Fifty Crore) Equity Shares of Re. 1 (Rupee One) each aggregating to Rs. 150,00,00,000 (Rupees One Hundred and Fifty Crore), 8,00,00,000 (Eight Crore) equity shares of Rs. 10 (Rupees Ten) each aggregating to Rs. 80,00,00,000 (Rupees Eighty Crore) and 6,50,00,000 (Six Crore and Fifty Lacs) Preference Shares of Rs. 10 (Rupees Ten) each aggregating to Rs. 65,00,00,000 (Rupees Sixty Five Crore) with the power to the Company to increase or reduce or modify the share capital of the Company and/or divide*

*all or any of the shares in the capital for the time being into several classes and classify and reclassify such shares from the shares of one class into shares of other class or classes and attach thereto respectively such preferential, deferred, qualified or other special rights, privileges, conditions, or restrictions as may be determined by or in accordance with the Articles of Association of the Company for the time being and to vary, modify or abrogate any such rights, privileges, conditions or restrictions in such manner as may be permitted by the legislative provisions or by the Articles of Association of the Company for the time being in force.”*

## **9 CONDUCT OF BUSINESS TILL EFFECTIVE DATE**

With effect from the Appointed Date and upto and including the Effective Date:

- 9.1 MCCL shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets for and on account of and in trust for Marico. MCCL undertakes to hold the said assets with utmost prudence until the Effective Date.
- 9.2 MCCL shall carry on its business and activities with reasonable diligence, business prudence and shall not, except in the ordinary course of business or with prior written consent of Marico, undertake additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for themselves or on behalf of its respective affiliates or associates or any third party; or alienate, charge, mortgage, encumber or otherwise deal with or dispose of any business or part thereof.
- 9.3 All the profits or income accruing or arising to MCCL or expenditure or losses arising or incurred or suffered by MCCL shall for all purposes be treated and be deemed to be accrued as the income or profits or losses or expenditure as the case may be of Marico. All taxes (including Income Tax, Service Tax, Value Added Tax, Goods and Services Tax, etc.), paid or payable, whether by way of deduction at source, advance tax or otherwise, by MCCL, in respect of the profits or activities or operations of business after the

Appointed Date, the same shall be deemed to be paid or payable on behalf of Marico and shall, in all proceedings, be dealt with accordingly.

- 9.4 MCCL shall not vary the terms and conditions of employment of any of its employees, except in the ordinary course of business or with the prior written consent of Marico or pursuant to any pre-existing obligation undertaken by it, as the case may be, prior to the Appointed Date.

## **10 EMPLOYEES**

- 10.1 Upon the Scheme becoming effective, all staff, workmen and employees of MCCL, if any, who are in service as on the Effective Date shall become staff, workmen and employees of Marico by operation of law, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with Marico shall not be less favorable than those applicable to them with reference to their employment with MCCL. Marico agrees that the services of all such employees with MCCL, up to the Effective Date shall be taken into account for purposes of all retirement benefits to which they may be eligible as on the Effective Date.
- 10.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or such other Special Fund, if any, or Trusts (hereinafter collectively referred as 'Funds') created for the benefit of the staff, workmen and employees of MCCL shall, with the approval of the concerned authorities, become Funds of Marico, or shall be transferred to or merged with other similar funds of Marico for all purposes whatsoever in relation to the administration or operation of such Funds or in relation to the obligation to make contributions to the said Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds or other agreements, if any, to the end and intent that all rights, duties, powers and obligations of MCCL in relation to such Funds shall become those of Marico. It is clarified that the services of the staff, workmen and employees will be treated as having been continuous for the purpose of the said Funds.
- 10.3 Services of all employees of MCCL, shall be taken into account by Marico for the purposes of all benefits to which such staff, workmen, and employees may be eligible, including in relation to the level of remuneration and contractual and statutory

benefits, incentive plans, terminal benefits, gratuity plans, provident plans and other retirement benefits and accordingly, such benefits shall be reckoned from the date of their respective appointment in MCCL. Marico undertakes to pay the same, as and when payable under Applicable Laws.

- 10.4 MCCL will transfer/handover to Marico, copies of employment information of all such transferred employees of MCCL, including but not limited to, personnel files (including hiring documents, existing employment contracts, and documents reflecting changes in an employee's position, compensation, or benefits), payroll records, medical documents (including documents relating to past or ongoing leaves of absence, on the job injuries or illness, or fitness for work examinations), disciplinary records, supervisory files and all forms, notifications, orders and contribution/identity cards issued by the concerned authorities relating to benefits transferred pursuant to this sub-clause.
- 10.5 Marico shall continue to abide by any agreement(s)/ settlement(s) entered into by MCCL with its employees, which are subsisting or having effect immediately prior to Appointed Date and continuing from Appointed Date till the Effective Date.

## **11 LEGAL PROCEEDINGS**

- 11.1 Upon the Scheme becoming effective, all suits, appeals, action, legal, administrative or other proceedings of whatsoever nature, by or against MCCL in any court or before any authority, judicial, quasi-judicial or administrative, any adjudicating authority pending on the Effective Date, shall not abate or be discontinued or in any way be prejudicially affected by reason of amalgamation or by anything contained in this Scheme, but the same shall be continued and enforced by or against Marico in the manner and to the same extent as would have been continued, prosecuted and enforced by or against MCCL as if this Scheme had not been made. MCCL shall not be liable to pay any amounts arising out of such proceedings including interest, penalties, damages, costs etc. and the same shall be paid only by Marico.
- 11.2 Marico undertakes to have all legal or other proceedings initiated by or against MCCL referred to in clause 11.1 above, transferred into its name and to have the same continued, prosecuted and enforced by or against Marico to the extent legally

permissible after the Scheme being effective. To the extent such proceedings cannot be taken over by Marico, the same shall be pursued by or against MCCL for and on behalf of Marico as per the instructions of and entirely at the cost and expenses of Marico.

## **12 BORROWING LIMITS AND CORPORATE APPROVALS**

12.1 With effect from the Effective Date, the borrowing and investment limits of Marico under the Act shall be deemed without any further act or deed to have been enhanced by the borrowing and investment limits, if any, of MCCL, such limits being incremental to the existing limits of Marico.

12.2 Any corporate approvals obtained by MCCL, whether for the purposes of compliance or otherwise, shall stand transferred to Marico and such corporate approvals and compliance shall be deemed to have been obtained and complied with by Marico.

## **13 CONTRACTS, DEEDS, OTHER ENTITLEMENTS, ETC.**

13.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, letters of intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature (including but not limited to all leave and license agreements/deeds, lease agreements/deeds, bank guarantees, performance guarantees and letters of credit, hire purchase agreements, lending agreements and such other agreements, deeds, documents and arrangements) pertaining to MCCL, which is subsisting or having effect as on the Effective Date, shall be in full force and effect against or in favour of Marico, and may be enforced by or against Marico as fully and effectually as if, instead of MCCL, Marico had been a party or beneficiary thereto.

13.2 Marico shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any arrangements, confirmations or novations, to which MCCL will, if necessary, also be party, in order to give formal effect to the provisions of this Scheme. Marico shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of MCCL and to implement or carry out all formalities required on the part of MCCL to give effect to the provisions of this Scheme.

## **14 SAVING OF CONCLUDED TRANSACTIONS**

The transfer and vesting of the assets and liabilities of MCCL under Clause 5 above and the continuance of proceedings by or against MCCL under Clause 11 above shall not

affect any transaction or proceedings already concluded by MCCL on and after the Appointed Date till the Effective Date, to the end and intent that Marico accepts and adopts all acts, deeds and things done and executed by MCCL in respect thereto as done and executed on behalf of itself.

## **15 DISSOLUTION OF MCCL**

- 15.1 On the Scheme becoming effective, with effect from the Effective Date, MCCL shall without any further act, instrument or deed, stand dissolved automatically without being wound-up in accordance with the provisions of Section 230 and 232 of the Act.
- 15.2 On and from the Effective Date, the name of MCCL shall be struck off from the records of the Registrar of Companies, Mumbai, Maharashtra.

## **PART IV - GENERAL TERMS AND CONDITIONS**

### **16 APPLICATION TO NCLT**

- 16.1 MCCL and Marico shall, with all reasonable dispatch, make all necessary applications, under Sections 230 to 232 and other applicable provisions of the Act, to the NCLT for seeking approval to the Scheme under the provisions of law.
- 16.2 Marico shall be entitled, pending the sanction of the Scheme, to apply to relevant Governmental Authority, if required, under Applicable Law(s) for such consents and approvals which Marico may require to carry on the business of MCCL without any interruption.

### **17 MODIFICATION OR AMENDMENTS TO THE SCHEME**

MCCL and Marico (through their respective Boards or the committees as may be empowered by the Board), in their full and absolute discretion, jointly and as mutually agreed in writing may:

- 17.1 Assent to and/or consent to any alteration(s) or modification(s) or amendment(s) or addition(s) / deletion(s) to this Scheme or to any conditions or limitations which the NCLT and/or any other Governmental Authority may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events or otherwise by them (i.e. the Board) and to do all acts, deeds and things as may be necessary, desirable or expedient for the purposes of this Scheme;



- 17.2 Take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions of law or otherwise, whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith;
- 17.3 Modify or vary the Scheme or any part thereof, prior to the Effective Date, in any manner and at any time, subject to such modification being compliant with applicable laws;
- 17.4 It is clarified that the approval of the shareholders and/or creditors of MCCL and Marico, as may be applicable, to the Scheme shall include any subsequent modifications to the Scheme which may be undertaken by the Boards of MCCL and Marico under this clause.

## **18 WITHDRAWAL**

MCCL and Marico, acting through their respective Board of Directors shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority / person or otherwise is unacceptable to any of them, in which case the Board of the other company shall decide consequent actions as considered appropriate by them.

## **19 CONDITIONALITY OF THE SCHEME**

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

- 19.1 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the shareholders and creditors of MCCL and Marico as required under the Act and as may be directed by the NCLT;
- 19.2 The requisite consent, approval or permission of any Governmental Authority, which by law or otherwise may be necessary for the implementation of this Scheme;
- 19.3 The Scheme being sanctioned by the NCLT or any other authority under Sections 230-232 of the Act and the rules made thereunder;
- 19.4 The certified copy of the order of the NCLT sanctioning the Scheme is filed with the Registrar of Companies, Mumbai, by MCCL and Marico;
- 19.5 All other sanctions and approvals as may be required by law in respect of this Scheme being obtained;

## **20 EFFECT OF NON-RECEIPT OF APPROVALS**

In the event of any of the said sanctions and approvals referred to in the preceding clause not being obtained and/ or the Scheme not being sanctioned by the NCLT or such other competent authority, if applicable and/or the order not being passed as aforesaid before December 31, 2021 or within such further period or periods as may be mutually agreed upon between MCCL and Marico, by their respective Board of Directors (and which the Board of Directors of the companies are hereby empowered and authorized to agree to and extend the Scheme from time to time without any limitation), this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights, liabilities or obligations which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

## **21 COSTS, CHARGES AND EXPENSES**

- 21.1 Save and except as provided elsewhere in the Scheme, all costs, charges, taxes including duties, levies and all other expenses, if any, incurred in carrying out and implementing the terms and provisions of this Scheme and matters incidental thereto, shall be borne and paid by Marico.
- 21.2 In the event that this Scheme fails to take effect, or the scheme is revoked in terms of Clause 18 and Clause 19 of this Scheme, then, MCCL and Marico, shall bear their own costs and expenses incurred by them, in relation to or in connection with the Scheme.
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### **For MARICO LIMITED**

HEMANGI  
YATEEN  
GHAG

Digitally signed by  
HEMANGI YATEEN  
GHAG  
Date: 2020.07.17  
10:01:42 +05'30'

**Hemangi Ghag**  
**Company Secretary & Compliance Officer**

**Date: July 17, 2020**

**Place: Mumbai**