

REF:NS:SEC
13th April, 2022

National Stock Exchange of India Limited
"Exchange Plaza", 5th Floor,
Plot No. C/1, G Block, Bandra-Kurla Complex,
Bandra (East), Mumbai - 400051.

BSE Limited,
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort,
Mumbai- 400 001.

Bourse de Luxembourg
Societe de la Bourse de Luxembourg
Societe Anonyme/R.C.B. 6222,
B.P. 165, L-2011 Luxembourg.

London Stock Exchange Plc,
10 Paternoster Square
London EC4M 7LS.

Dear Sirs,

Re: Intimation under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations') - Certified Copy of Order of National Company Law Tribunal, Mumbai Bench approving Scheme of Merger by Absorption of Mahindra Engineering and Chemical Products Limited, Retail Initiative Holdings Limited and Mahindra Retail Limited with Mahindra and Mahindra Limited and their respective Shareholders

We refer to our letter dated 24th March, 2022, wherein we had intimated that the Hon'ble National Company Law Tribunal, Mumbai Bench ('NCLT'), at its hearing held on 24th March, 2022, had approved the Scheme of Merger by Absorption of Mahindra Engineering and Chemical Products Limited, Retail Initiative Holdings Limited and Mahindra Retail Limited, direct / indirect wholly owned subsidiaries of the Company (together referred as "Transferor Companies") with Mahindra and Mahindra Limited ("Transferee Company" or 'the Company') and their respective Shareholders ('the Scheme') under the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 read with the Rules framed thereunder.

A certified copy of the said Order of NCLT dated 12th April, 2022 received by the Company today i.e. 13th April, 2022, is enclosed.

The Appointed Date of the Scheme is 1st April, 2021 and the Scheme will be made effective upon last of the dates on which certified copy of the order of NCLT is filed with the Registrar of Companies, Mumbai by the Transferor Companies and Transferee Company.

Kindly take the same on record.

Yours faithfully,
For MAHINDRA AND MAHINDRA LIMITED



NARAYAN SHANKAR
COMPANY SECRETARY
Encl: a/a

**IN THE NATIONAL COMPANY LAW TRIBUNAL
COURT-V, MUMBAI BENCH**

C.P.(CAA)/24/MB/2022

Connected with

C.A.(CAA)/206/MB/2021

In the matter of

the Companies Act, 2013

And

In the matter of Section 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 and rules framed thereunder

And

In the matter of

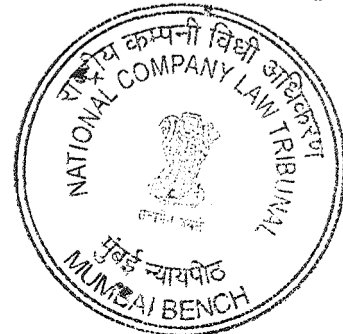
Scheme of Merger by Absorption involving merger between Mahindra Engineering and Chemical Products Limited ("*First Transferor Company*" or "*MECPL*")

and Retail Initiative Holdings Limited ("*Second Transferor Company*" or "*RIHL*") and Mahindra Retail Limited ("*Third Transferor Company*" or "*MRL*") with Mahindra and Mahindra Limited ("*Transferee Company*" or "*M&M*") and their respective Shareholders ('Scheme')

Mahindra Engineering and Chemical Products Limited ...First Transferor Company /
CIN: U74999MH1954PLC019908 First Petitioner Company

Retail Initiative Holdings Limited ...Second Transferor Company /
CIN: U67110MH2008PLC188837 Second Petitioner Company

Mahindra Retail Limited ...Third Transferor Company /



C.P.(CAA)/24/MB/2022
connected with
C.A.(CAA)/206/MB/2021

CIN: U52190MH2007PLC173762

Third Petitioner Company

Mahindra and Mahindra Limited

...Transferee Company /

CIN: L65990MH1945PLC004558

Fourth Petitioner Company

(Hereinafter to be referred as 'Petitioner Companies')

Order delivered on: **24.03.2022**

Coram:

Hon'ble Smt. Suchitra Kanuparthi, Member (Judicial)

Hon'ble Smt. Anuradha Sanjay Bhatia, Member (Technical)

Appearances (via videoconferencing):

For the Petitioners : Mr. Hemant Sethi, Ms Vidisha Poonja
i/b Hemant Sethi & Co., Advocates

For the Regional Director (WR) : Ms. Rupa Sutar, Deputy Director

ORDER

Per: Suchitra Kanuparthi, Member (Judicial)

1. The Court is convened by videoconference today.
2. Heard Learned Counsel for the First Petitioner Company, the Second Petitioner Company, the Third Petitioner Company and the Fourth Petitioner Company (collectively referred to as 'Petitioner Companies'). No objector has come before the Tribunal to oppose the petition and nor has any party controverted any averments made in the petition.
3. The sanction of this Tribunal is sought under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 ("Act") and in the matter of Scheme of Merger by Absorption of Mahindra Engineering and Chemical Products Limited, the First Transferor Company / the First Petitioner Company', Retail Initiative Holdings



Limited ('the Second Transferor Company / the Second Petitioner Company'), Mahindra Retail Limited ('the Third Transferor Company / the Third Petitioner Company') (together referred as 'Transferor Companies') with Mahindra and Mahindra Limited ('the Transferee Company / the Fourth Petitioner Company') and their respective shareholders ('Scheme').

4. Learned Counsel for the Petitioner Companies submits that the Transferor Companies are direct/ indirect wholly owned subsidiaries of the Fourth Petitioner Company / Transferee Company and entire share capital of these Transferor Companies is directly/ indirectly owned and controlled by the Fourth Petitioner Company / Transferee Company, hence no consideration shall be discharged by the Transferee Company pursuant to the merger of the Transferor Companies.
5. Learned Counsel for the Petitioner Companies submits that the Petitioner Companies are involved in the following business activities:

I. The First Transferor Company / The First Petitioner Company

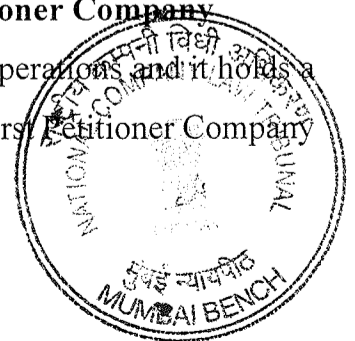
The First Petitioner Company is currently engaged in trading business of non-core products such as apparels, stationery items, gift cards, IT products, vouchers, covid safety products, etc. delivering cost effective products to the organizations. It is a wholly- owned subsidiary of the Fourth Petitioner Company.

II. The Second Transferor Company / The Second Petitioner Company

The Second Petitioner Company does not carry any business operations but holds a 53.38% stake in the Third Petitioner Company. It is a direct wholly-owned subsidiary of the First Petitioner Company and indirect wholly-owned subsidiary of the Fourth Petitioner Company.

III. The Third Transferor Company / The Third Petitioner Company

The Third Petitioner Company does not carry any business operations and it holds a minority stake in Brainbees Solutions Private Limited. The First Petitioner Company



and Second Petitioner Company holds 46.62% and 53.38%, respectively in Third Petitioner Company. Accordingly, it is indirect wholly owned subsidiary of the Fourth Petitioner Company.

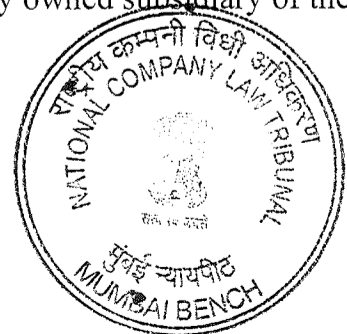
IV. The Transferee Company / The Fourth Petitioner Company

The Fourth Petitioner Company is inter alia engaged in the business of manufacture and sale of tractors, general- purpose utility vehicles, light commercial vehicles, three-wheelers and trucks and buses. The equity shares of the Fourth Petitioner Company are listed on the BSE Limited ('BSE') and the National Stock Exchange of India Limited ('NSE'). The Global Depository Receipts (GDRs) of the Fourth Petitioner Company are listed on the Luxembourg Stock Exchange and are also admitted for trading on International Order Book (IOB) of the London Stock Exchange. It is the direct/ indirect holding company of the Transferor Companies.

6. The share capital of the First Transferor Company as on 31st March, 2021 is as under:

Particulars	Amount (Rupees)
Authorised Capital	
11,85,00,000 equity shares of Rs. 10 each	118,50,00,000
Total	118,50,00,000
Issued, Subscribed and Paid – up Capital	
11,77,93,038 equity shares of Rs. 10 each	117,79,30,380
Total	117,79,30,380

The equity shares of the First Transferor Company are not listed on the Stock Exchanges. The entire share capital of the First Transferor Company is held beneficially by the Transferee Company including shares jointly held with its nominee shareholders. Accordingly, the First Transferor Company is a wholly owned subsidiary of the Transferee Company.



7. The share capital of the Second Transferor Company as on 31st March, 2021 is as under:

Particulars	Amount (Rupees)
Authorised Capital	
2,10,00,000 equity shares of Rs. 10 each	21,00,00,000
Total	21,00,00,000
Issued, Subscribed and Paid – up Capital	
2,05,50,000 equity shares of Rs. 10 each	20,55,00,000
Total	20,55,00,000

The equity shares of the Second Transferor Company are not listed on the Stock Exchanges. The entire share capital of the Second Transferor Company is held beneficially by First Transferor Company including shares jointly held with its nominee shareholders. The Second Transferor Company is a direct wholly owned subsidiary of the First Transferor Company and indirect wholly owned subsidiary of the Transferee Company.

Subsequent to 31st March, 2021 and up to the date of approval of this Scheme by the Board of the Second Transferor Company, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Second Transferor Company.

There are 49,44,053 Zero Coupon Unsecured Compulsorily Fully Convertible Debentures of Rs. 1,000 each issued by the Second Transferor Company, as on the date of sanction of this Scheme by the Board of Directors. Each debenture is convertible into 100 equity shares of Rs. 10 each to be issued at par at the option of the debenture holders. The aforesaid debentures are beneficially held by the First Transferor Company.

8. The share capital of the Third Transferor Company as on 31st March, 2021 is as under:

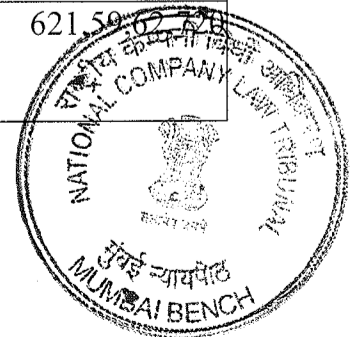


Particulars	Amount (Rupees)
Authorised Capital	
96,70,00,000 equity shares of Rs. 10 each	967,00,00,000
Total	967,00,00,000
Issued, Subscribed and Paid – up Capital	
96,16,63,236 equity shares of Rs. 10 each	961,66,32,360
Total	961,66,32,360

The equity shares of the Third Transferor Company are not listed on the Stock Exchanges. The entire share capital of the Third Transferor Company is held beneficially by the First Transferor Company including shares jointly held with its nominee shareholders and the Second Transferor Company (being 46.62% and 53.38% stake respectively). Accordingly, the First Transferor Company holds directly and indirectly the entire share capital of the Third Transferor Company. Also, the Third Transferor Company's 100% equity shares are indirectly held by the Transferee Company.

9. The share capital of the Transferee Company as on 31st March, 2021 is as under:

Particulars	Amount (Rupees)
Authorised Capital	
8,10,00,00,000 Ordinary (Equity) Shares of Rs. 5 each	40,50,00,00,000
25,00,000 Unclassified Shares of Rs. 100 each	25,00,00,000
Total*	40,75,00,00,000
Issued, Subscribed and Paid – up Capital	
124,31,92,544 Ordinary (Equity) Shares of Rs. 5 each	621,59,62,720



Total	621,59,62,720
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* Upon the MVML Scheme becoming effective, the Authorised Share Capital of the Transferee Company shall be increased to Rs. 10,575,00,00,000 (Rupees Ten Thousand Five Hundred and Seventy Five Crores only) divided into 18,10,00,00,000 (One Thousand Eight Hundred and Ten Crores) Ordinary (Equity) Shares of Rs. 5 (Rupees Five) each, 25,00,000 (Twenty Five Lacs) Unclassified shares of Rs. 100 (Rupees One Hundred) each and 150,00,00,000 (One Hundred and Fifty Crores) Preference Shares of Rs. 10 (Rupees Ten) each.

Further, in case both MVML Scheme and MEML Scheme becomes effective prior to the Effective Date, the Authorised Share Capital of the Transferee Company shall be increased to Rs. 11,575,00,00,000 (Rupees Eleven Thousand Five Hundred and Seventy Five Crores only) divided into 2,010,00,00,000 (Two Thousand and Ten Crores) Ordinary (Equity) Shares of Rs. 5 (Rupees Five) each, 25,00,000 (Twenty Five Lacs) Unclassified shares of Rs. 100 (Rupees One Hundred) each and 150,00,00,000 (One Hundred and Fifty Crores) Preference Shares of Rs. 10 (Rupees Ten) each.

The equity shares of the Transferee Company are listed on BSE and NSE. Subsequent to 31st March, 2021 and up to the date of approval of this Scheme by the Board of the Transferee Company, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Transferee Company. The Global Depository Receipts ('GDRs') of the Transferee Company are listed on the Luxembourg Stock Exchange and are also admitted for trading on International Order Book (IOB) of the London Stock Exchange. 3,58,41,803 GDRs were outstanding as on 31st March, 2021.

The First Transferor Company is a wholly owned subsidiary of Transferee Company. The Transferee Company is the ultimate holding company of the Second Transferor Company and Third Transferor Company.

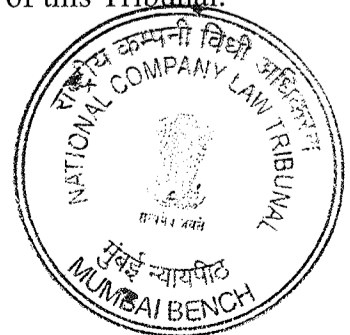


10. Learned Counsel for the Petitioner Companies submits that the rationale mentioned in the Scheme is as under:

- *The merger of the Transferor Companies into Transferee Company will result in operational synergies resulting in cost optimization;*
- *The Scheme will also achieve rationalization of costs by simplification of management structure leading to better administration and cost savings;*
- *It is also the intention of the Transferee Company management to rationalize the group holding structure by way of reduction in the number of entities and streamline the structure of Transferee Company;*
- *The proposed merger will also simplify the financial reporting to all stakeholders & help evaluate financial results of Transferee Company more meaningfully;*
- *In addition, the proposed Scheme will result in significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by Transferor Companies;*
- *The proposed corporate restructuring mechanism by way of a scheme of merger by absorption under the provisions of the Act will be beneficial, advantageous and not prejudicial to the interests of the shareholders, creditors and other stakeholders of Transferor Companies and Transferee Company.*

6. Learned Counsel for the Petitioner Companies states that resolutions were passed by the Board of Directors of the Petitioner Companies in their respective meetings held on 28th May 2021 for approving the Scheme and thereafter they have approached the Tribunal for sanction of the Scheme. The Appointed Date fixed under the Scheme is 1st April 2021.

7. Learned Counsel for the Petitioner Companies submits that the Company Petition has been filed in consonance with the order passed in Company Scheme Application C.A. (CAA) 206/MB/2021 on 26th November 2021 and the Petitioner Companies have complied with all the requirements as per the directions of this Tribunal.



8. The Regional Director has filed its Report dated 11th March 2022 (“Report”) praying that this Tribunal may pass such orders as it thinks fit, save and except as stated in Paragraphs IV (a) to (i). The observations of Regional Director and the replies given by Petitioner Companies vide Affidavit-in-Rejoinder dated 12th March 2022 are as follows:

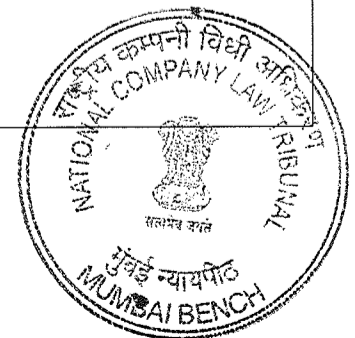
Para	Observation by the Regional Director	Undertaking of the Petitioner Companies
	<i>In compliance of AS-14 (IND AS – 103) the Petitioner Companies shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8), etc.</i>	As far as observation made in paragraph IV (a) of the Report of Regional Director is concerned, the Transferee Company undertakes that in addition to compliance of AS-14 (IND AS-103), the Transferee Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8), etc.
	<i>As per Definition of the Scheme, “Appointed Date” means the 1st day of April, 2021 or such other date as may be directed or approved by the National Company Law Tribunal or any other Appropriate Authority and; “Effective Date” means the last of the dates on which certified copy of the order of the National Company Law Tribunal is filed with the Registrar of Companies, Mumbai by the Transferor</i>	As far as the observation of the Regional Director, as stated in paragraph IV (b) is concerned, the Petitioner Companies, submits that as per Clause 1.3 of the Scheme, the Appointed Date means the 1st day of April, 2021 or such other date as may be directed or approved by the National Company Law Tribunal or any other Appropriate Authority. Further, as per Clause 1.6 of the Scheme, the Effective Date means the last of the dates on which certified



<p><i>Companies and Transferee Company.</i></p> <p><i>In this regard, it is submitted that Section 232 (6) of the Companies Act, 2013 states that the scheme under this section shall clearly indicate an appointed date from which it shall be effective and the scheme shall be deemed to be effective from such date and not at a date subsequent to the appointed date. However, this aspect may be decided by the Hon'ble Tribunal taking into account its inherent powers.</i></p> <p><i>Further, the Petitioners may be asked to comply with the requirements as clarified vide circular no. F. No. 7/12/2019/CL-I dated 21.08.2019 issued by the Ministry of Corporate Affairs.</i></p>	<p>copy of the order of the National Company Law Tribunal is filed with the Registrar of Companies, Mumbai by the Transferor Companies and Transferee Company.</p> <p>The same therefore, meets the requirements clarified vide circular no. F. No. 7/12/2019/CL-I dated 21.08.2019 issued by the Ministry of Corporate Affairs.</p>
<p><i>Petitioner Company have to undertake to comply with section 232(3)(i) of Companies Act, 2013, where the transferor company is dissolved, the fee, if any, paid by the transferor company on its authorised capital shall be set-off against any fees payable by the transferee company on its</i></p>	<p>As far as the observation of the Regional Director, as stated in paragraph IV (c) is concerned, the Petitioner Companies, undertake to comply with the provisions of Section 232(3)(i) of the Companies Act, 2013 and the Transferee Company undertakes to pay difference of filing fees</p>



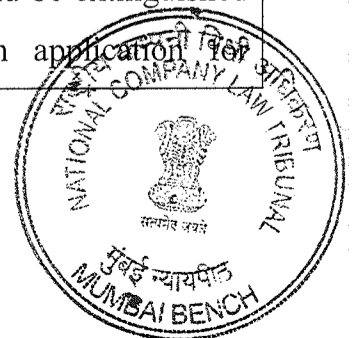
<p><i>authorised capital subsequent to the amalgamation and also to pay difference of filing fees and stamp duty on increasing authorized capital.</i></p>	<p>and stamp duty, if any, on increasing authorized capital.</p>
<p><i>Clause 17 (b) of Accounting Treatment of the scheme; stated that notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in the books of accounts in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, or any other relevant or related requirement under the Act, as applicable on the Appointed Date In this regard it is stated that per Accounting Standard 14, such surplus/deficit if any arising out of the scheme should be credited/debited to the Capital Reserve/goodwill arising out of amalgamation. Such Capital Reserve, arising out of the</i></p>	<p>As far as the observation of the Regional Director, as stated in paragraph IV (e) is concerned, the Transferee Company, undertakes that the surplus shall be credited to Capital Reserve Account arising out of amalgamation and the deficit shall be adjusted to Retained Earnings or General Reserves and not in Goodwill account, which is in accordance with the applicable Indian accounting standards i.e Appendix C of IND AS 103 for the Transferee Company. Further, Transferee Company also undertakes that, the Capital Reserves so created shall not be considered as free reserve and shall not be available for distribution of dividend.</p>



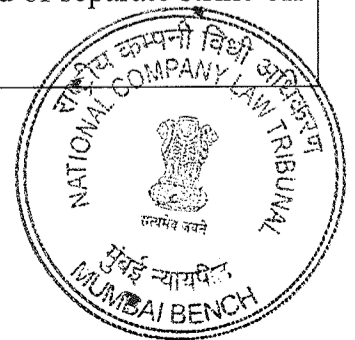
	<p><i>amalgamation shall not be considered as free reserve and not available for distribution of dividend.</i></p>	
	<p><i>It is observed that the Transferee Company is a listed company, therefore, the petitioner company may be directed to place on record whether the prior notice was served to NSE, BSE & SEBI and objection received thereon if any.</i></p>	<p>As far as the observation of the Regional Director, as stated in paragraph IV (g) is concerned, the Transferee Company, submits that the Transferee Company is not required to obtain prior approval / no objection letter from SEBI and the recognised stock exchanges since it is a merger of direct/ indirect wholly owned subsidiaries with the holding company. Further, the Transferee Company has served notice under section 230(5) of the Companies Act, 2013 upon the Securities and Exchange Board of India, BSE Limited and National Stock Exchange of India Limited and no observations have been received by the Transferee Company from the said authorities.</p>
	<p><i>The Petitioner Company states that the Transferee Company has stated that it has complied with provisions of Section 2(1B) of the Income Tax Act, 1961. In this regards, the petitioner company shall ensure compliance of</i></p>	<p>As far as the observation of the Regional Director, as stated in paragraph IV (f) is concerned, the Petitioner Companies, undertake to comply with the provisions of Section 2(1B) of the Income Tax Act, 1961 and all other applicable provisions of</p>



	<i>all the provisions of Income Tax Act and Rules thereunder;</i>	the Income Tax Act, 1961 and Rules thereunder.
	<i>It is observed that the Transferee Company is having non residential Shareholders/foreign shareholders, therefore, petitioner company may be directed to comply with the provisions of FEMA and RBI guidelines.</i>	Petitioner Companies clarify that the Transferor Companies are direct/indirect subsidiaries of the Transferee Company therefore, there shall be no issue and allotment of shares, the entire share capital of the Transferor Companies shall stand cancelled accordingly, provisions of FEMA regulations/RBI Guidelines shall not apply.
	<i>The Hon'ble Tribunal may hereby kindly consider the report of ROC as narrated in Para III(10) above, in this regard, the petitioner company may be directed to submit full facts about complaint which is filed for non-receipt of money/matured amount and current status of the complaints and the 2nd Applicant company does not have any business than the petitioner company may be directed to submit as to why the said company should be merged with transferee company instead of strike off u/s. 248 of the Companies Act, 2013.</i>	As far as the observation of the Regional Director, as stated in paragraph IV (i) is concerned, the Petitioner Companies, states that the complaints are against the Transferee Company, which will continue to exist post the Scheme and the Transferee Company undertakes that it will resolve all the complaints that are pending against it and which it is aware of, in accordance with the law in due course of time. Further, though the Second Petitioner Company does not have any active business but it has assets and liabilities and does not meet the pre-requisite for strike off under section 248(2) of the Companies Act, 2013 which states that all the liabilities should be extinguished before making an application for



		<p>strike off. Hon'ble High Court of Bombay in the matter of Tatanet Services Ltd. in Company Petition No. 758 of 2005 connected with Company Application No. 540 of 2005 held as under:</p> <p><i>"The only objection raised by the Regional Director is that the Petition under Sections 391 and 394 of the Companies Act is not necessary and the Petitioners can avail of the provisions of Section 393(1)(a) of the Companies Act. That such order can be passed in an application under Sections 391 and 394 of the Companies Act is not in dispute. If the Petitioners have chosen a more elaborate route, they cannot be faulted for the same."</i></p> <p>Accordingly, relying on the aforesaid decision of jurisdictional High Court, it is at the discretion of the Second Petitioner Company to choose merger instead of strike off. Also, the holding company (i.e. First Petitioner Company) and subsidiary company (i.e. Third Petitioner Company) of the Second Petitioner Company are part of the Scheme, hence merger is more efficient instead of separate strike off process.</p>
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12. The clarifications and undertakings given by the Petitioner Companies are accepted by this Tribunal.
13. The Official Liquidator in his report dated 4th February 2022, after considering the responses submitted by the Transferor Companies, has stated that the affairs of the Transferor Companies have been conducted in a proper manner and not prejudicial to the interest of its members or to the public interest and there are no instances of Misapplication/Misappropriation and breach of trust on the part of the management.
14. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy.
15. Since all the requisite statutory compliances have been fulfilled, C.P. (CAA) 24/MB/2022 is made absolute in terms of the prayer clauses of the said Company Scheme Petition.
16. The Scheme is hereby sanctioned, with the Appointed Date 1st April 2021.
17. The Transferor Companies be dissolved without winding up.
18. The Petitioner Companies are directed to file a copy of this Order along with a copy of the Scheme with the concerned Registrar of Companies, electronically along with E-Form INC-28 within 30 days from the date of receipt of the certified copy of Order by the Petitioner Companies.
19. The Petitioner Companies to lodge a copy of this Order along with the Scheme duly certified by the Designated Registrar of this Tribunal with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, within 60 days from the date of receipt of the certified Order from the Registry of this Tribunal.



C.P.(CAA)/24/MB/2022
connected with
C.A.(CAA)/206/MB/2021

20. All concerned regulatory authorities to act on a copy of this Order along with Scheme duly certified by the Designated Registrar of this Tribunal.
21. Any person interested is at liberty to apply to this Tribunal in the above matters for any directions that may be necessary.
22. Any concerned Authorities are at liberty to approach this Tribunal for any further clarification as may be necessary.
23. Ordered accordingly.

Sd/-

ANURADHA SANJAY BHATIA
Member (Technical)

Sd/-

SUCHITRA KANUPARTHI
Member (Judicial)

Certified True Copy _____
Date of Application 24.03.2022
Number of Pages 16
Fee Paid Rs. 80
Applicant called on 12.04.2022
Copy prepared on 12.04.2022
Copy issued on 12.04.2022


Deputy Registrar 12.4.2022
National Company Law Tribunal, Mumbai Bench



Annexure F
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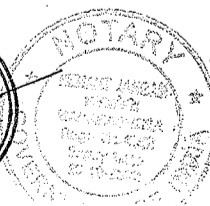
Scheme of Merger by Absorption
of
Mahindra Engineering and Chemical Products Limited.... First Transferor Company
AND
Retail Initiative Holdings Limited Second Transferor Company
AND
Mahindra Retail Limited Third Transferor Company
WITH
Mahindra and Mahindra Limited Transferee Company
AND
their respective shareholders
Under Sections 230 to 232 and other applicable
provisions of the Companies Act, 2013 and Rules framed thereunder

This Scheme of Merger by Absorption ('Scheme') is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and Rules framed thereunder (including any statutory modification or re-enactment or amendment thereof), as may be applicable, for the merger of Mahindra Engineering and Chemical Products Limited ('First Transferor Company' or 'MECPL'), Retail Initiative Holdings Limited ('Second Transferor Company' or 'RIHL') and Mahindra Retail Limited ('Third Transferor Company' or 'MRL') (together referred as 'Transferor Companies') with Mahindra and Mahindra Limited ('Transferee Company' or 'M&M') and their respective shareholders.

A. Description of the Companies:

Transferor Companies

- a. **Mahindra Engineering and Chemical Products Limited**, is a public limited company incorporated on 7th June, 1954 under the Indian Companies Act, VII of 1913 having its registered office at Gateway Building, Apollo Bunder, Mumbai - 400001, India [CIN: U74999MH1954PLC019908]. MECPL is currently engaged in trading business of non-core products such as apparels, stationery items, gift cards, IT products, vouchers, covid safety products, etc. delivering cost effective products to the organizations. The shares of MECPL are not listed on any stock exchange and it is a wholly owned subsidiary of the Transferee Company. It holds 46.62% stake in the Third Transferor Company.
- b. **Retail Initiative Holdings Limited**, is a public limited company incorporated on 11th



December, 2008 under Companies Act, 1956 having its registered office at Mahindra Towers, P.K. Kurne Chowk, Worli, Mumbai - 400018, India [CIN: U67110MH2008PLC188837]. It does not carry any business operations but holds a 53.38% stake in the Third Transferor Company. The shares of RIHL are not listed on any stock exchange and it is a wholly owned subsidiary of the First Transferor Company.

- c. **Mahindra Retail Limited**, is a public limited company incorporated on 3rd September, 2007 under Companies Act, 1956 having its registered office at Mahindra Towers, P.K. Kurne Chowk, Worli, Mumbai - 400018, India [CIN: U52190MH2007PLC173762]. MRL was converted from a private limited company to a public limited company effective 6th April, 2018 and the name was changed to its current name 'Mahindra Retail Limited'. Currently, MRL does not carry any business operations and it holds a minority stake in Brainbees Solutions Private Limited. The shares of MRL are not listed on any stock exchange. The First Transferor Company and Second Transferor Company holds 46.62% and 53.38% equity shares, respectively in the Third Transferor Company.

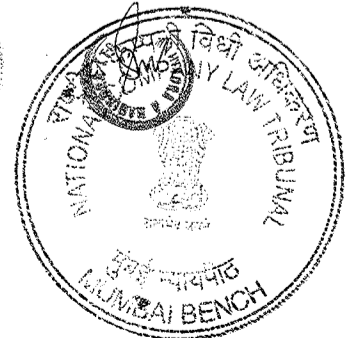
Transferee Company

- d. **Mahindra and Mahindra Limited**, is a public limited company incorporated on 2nd October, 1945 under the Indian Companies Act, VII of 1913 having its registered office at Gateway Building, Apollo Bunder, Mumbai - 400001, Maharashtra, India [CIN: L65990MH1945PLC004558]. The Transferee Company is inter alia, engaged in the business of manufacture and sale of tractors, general-purpose utility vehicles, light commercial vehicles, three-wheelers and trucks and buses. The equity shares of the Transferee Company are listed on the BSE Limited ('BSE') and the National Stock Exchange of India Limited ('NSE'). The Global Depository Receipts ('GDRs') of the Transferee Company are listed on the Luxembourg Stock Exchange and are also admitted for trading on International Order Book (IOB) of the London Stock Exchange.

B. Rationale of the Scheme:

The objects/ rationale of the proposed Scheme is as under:

- The merger of the Transferor Companies into M&M will result in operational synergies resulting in cost optimization;
- The Scheme will also achieve rationalization of costs by simplification of management structure leading to better administration and cost savings;
- It is also the intention of the M&M management to rationalize the group holding



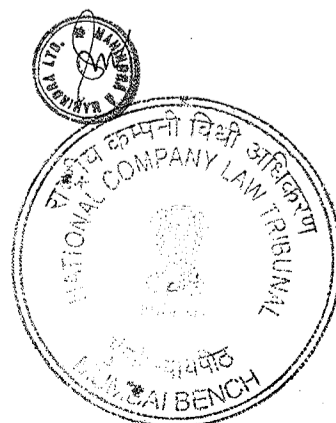
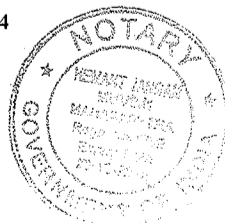
structure by way of reduction in the number of entities and streamline the structure of M&M;

- The proposed merger will also simplify the financial reporting to all stakeholders & help evaluate financial results of M&M more meaningfully;
- In addition, the proposed Scheme will result in significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by Transferor Companies;
- The proposed corporate restructuring mechanism by way of a scheme of merger by absorption under the provisions of the Act will be beneficial, advantageous and not prejudicial to the interests of the shareholders, creditors and other stakeholders of MECPL, RIHL, MRL and M&M.

C. Parts of the Scheme:

The Scheme of Merger by Absorption is divided into following three parts:

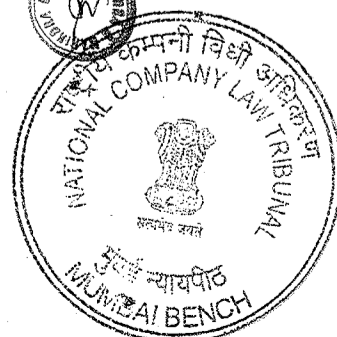
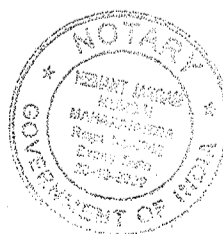
- (i) **Part I** – Deals with the definitions, interpretation and share capital;
- (ii) **Part II**– Deals with Merger by Absorption of MECPL, RIHL and MRL with M&M; and
- (iii) **Part III** – Deals with the dissolution of the Transferor Companies and General Clauses, Terms and Conditions applicable to the Scheme.



PART I**DEFINITIONS, INTERPRETATION AND SHARE CAPITAL****1) Definitions and Interpretation**

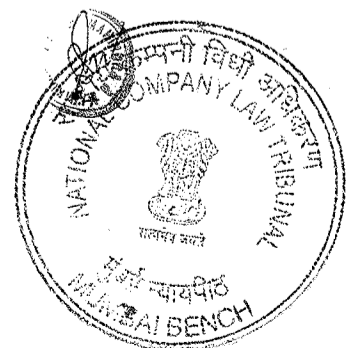
In this Scheme, unless repugnant to the meaning or context thereof, (i) terms defined in the introductory paragraphs and recitals shall have the same meanings throughout this Scheme and (ii) the following words and expressions, wherever used (including in the recitals and the introductory paragraphs above), shall have the following meanings:

- 1.1. **“Act” or “the Act”** means the Companies Act, 2013 and Rules made thereunder including any statutory modifications, re-enactments or amendments thereof for the time being in force.
- 1.2. **“Applicable Law(s)”** means any statute, notification, bye laws, rules, regulations, guidelines, rule or common law, policy, code, directives, ordinance, schemes, notices, orders or instructions having force of law enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force.
- 1.3. **“Appointed Date”** means the 1st day of April, 2021 or such other date as may be directed or approved by the National Company Law Tribunal or any other Appropriate Authority.
- 1.4. **“Appropriate Authority”** means (i) the government of any jurisdiction (including any central, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank, commission or other authority thereof; (ii) any public international organisation or supranational body and its institutions, departments, agencies and instrumentalities; (iii) any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing or other governmental or quasi-governmental authority including (without limitation) the Securities and Exchange Board of India, Stock Exchanges, Registrar of Companies, Regional Director, the National Company Law Tribunal and Official Liquidator.
- 1.5. **“Board of Directors” or “Board”** in relation to the Transferor Companies and the Transferee Company, as the case may be, means the board of directors of such company, and shall include a committee duly constituted and authorized or individuals authorized for the purposes of matters pertaining to the merger, this Scheme and/or any other matter relating



thereto.

- 1.6. **"Effective Date"** means the last of the dates on which certified copy of the order of the National Company Law Tribunal is filed with the Registrar of Companies, Mumbai by the Transferor Companies and Transferee Company.
- 1.7. **"Employees"** means staff and employees, if any, of the Transferor Companies who are on the payroll of the Transferor Companies as on the Effective Date.
- 1.8. **"Encumbrance"** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same and the term "Encumbered" shall be construed accordingly.
- 1.9. **"Governmental Authority"** means any applicable national, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau, instrumentality, judicial, quasi-judicial or arbitral body in India.
- 1.10. **"MEML Scheme"** means Scheme of Merger by Absorption of Mahindra Electric Mobility Limited with the Transferee Company and their respective shareholders, as approved by the Board of Directors of the Transferee Company on 28th May, 2021.
- 1.11. **"MVML Scheme"** means Scheme of Merger by Absorption of Mahindra Vehicle Manufacturers Limited with Transferee Company and their respective shareholders which has been approved by NCLT basis its Pronouncement of Order on 26th April, 2021.
- 1.12. **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Scheme of Merger by Absorption in its present form as submitted to the Tribunal with any modification(s) made under Clause 24 of the Scheme as approved or directed by the Tribunal or such other competent authority, as may be applicable.

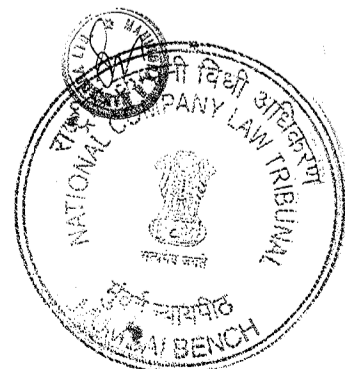
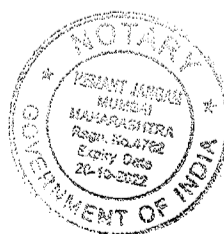


1.13. "Stock Exchanges" means the BSE Limited and National Stock Exchange of India Limited.

1.14. "Tribunal" or "National Company Law Tribunal" or "NCLT" means the National Company Law Tribunal, Mumbai Bench as constituted and authorized as per the applicable provisions of the Act for approving any scheme of arrangement, compromise, or reconstruction of companies under the Act.

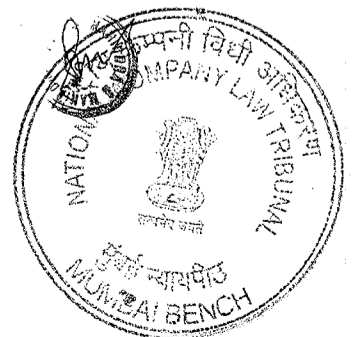
1.15. "Undertaking" means all the undertakings and entire business, activities, and operations of the Transferor Companies in India and abroad, as a going concern, including, without limitation:

- a. all the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature) of the Transferor Companies, if any, whether situated in India or abroad, including, without limitation, all land whether freehold or leasehold or otherwise, all buildings and structures including residential flat owned by MECPL situated at Flat 901, 9th Floor, Mahindra Heights Co-operative Housing Society Limited, 96 Tardeo Road, Next to AC Market, Tardeo, Mumbai - 400034, offices, branches, residential and other premises, machines and equipment, furniture, fixtures, office equipment, computers, information technology equipment, laptops, server, vehicles, appliances, accessories, power lines, stocks, current assets (including inventories, sundry debtors, bills of exchange, loans and advances), investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates, investments in subsidiaries), cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, earnest monies, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Companies, financial assets, benefit of any bank guarantees, performance guarantees and letters of credit, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, tenancies in relation to the office and/or residential properties, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the



control of or vested in or granted in favour of or enjoyed by the Transferor Companies or in connection with or relating to the Transferor Companies and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Companies, whether in India or abroad;

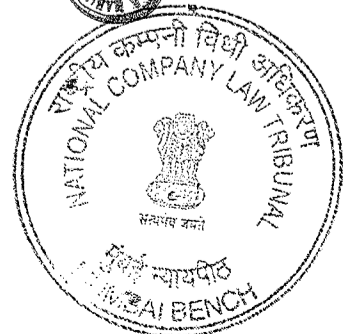
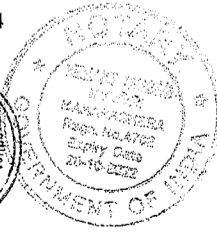
- b. all permits, quotas, rights, entitlements, industrial and other licenses, contracts, agreements, bids, tenders, letters of intent, expressions of interest, memorandums of understanding, offer letters, approvals, consents, subsidies, if any, other benefits (including tax benefits), incentives deductions, exemptions, rebates, allowances, amortization, credits (including tax credits and any credit for dividend distribution tax on dividend received by the Transferor Companies from their subsidiary/ies), Minimum Alternate Tax Credit ('MAT Credit'), foreign tax credit, dividend distribution tax, tax deducted at source, tax collected at source and advance income tax payment, entitlement if any, tax losses and exemptions in respect of the profits of the undertaking of the Transferor Companies for the residual period, i.e., for the period remaining as on the Appointed Date out of the total period for which the benefit or exemption is available in law if the merger pursuant to this Scheme does not take place, deferred tax assets, all other rights including sales tax deferrals and exemptions and other benefits, the input credit balances (including, State Goods & Service Tax ('SGST'), Integrated Goods and Services Tax ('IGST') and Central Goods and Service Tax ('CGST') credits) under the Goods and Service Tax ('GST') laws, CENVAT/ MODVAT credit balances under Central Excise Act, 1944, sales tax law, duty drawback claims, rebate receivables, refund and advance, all customs duty benefits and exemptions, export and import incentives and benefits or any other benefits/ incentives/ exemptions/ given under any policy announcements issued or promulgated by the government of India or state government or any other government body or authority or any other like benefits under any statute)-receivables, and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Transferor Companies, whether or not so recorded in the books of accounts of the Transferor Companies;
- c. all debts, borrowings including debentures, obligations, duties and liabilities, both present and future, current and non-current (including deferred tax liabilities, contingent liabilities and the liabilities and obligations under any licenses or permits or schemes) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized,



whether secured or unsecured, whether in Rupees or foreign currency, whether provided for or not in the books of accounts or disclosed in the balance sheet of the Transferor Companies;

- d. all trade and service names and marks, patents, copyrights, goodwill, designs and other intellectual property rights of any nature whatsoever, books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), drawings, computer programs, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, customer credit information, customer pricing information and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Companies;
- e. All Employees and other obligations of whatsoever kind, including liabilities of the Transferor Companies with regard to its employees, with respect to the payment of gratuity, superannuation, pension benefits and the provident fund or compensation or benefits, if any, in the event of resignation, death, voluntary retirement or retrenchment or otherwise; and
- f. Any statutory licenses, permissions, registrations or approvals or consents held by the Transferor Companies required to carry on the operations shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company and the benefit of all the statutory and regulatory permissions, environmental approvals and consents, registration or other licenses and consents shall vest in and become available to the Transferee Company as if they were originally obtained by the Transferee Company. In so far as the various incentives, subsidies, rehabilitation scheme, special status and other benefits or privileges enjoyed, granted by any Governmental Authority or by any other person, or availed by the Transferor Companies, are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions as applicable to the Transferor Companies, as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to the Transferee Company.

All the terms, words, expressions 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 ascribed to them under the Act and other Applicable Law.

In this Scheme, unless the context otherwise requires:

- i. the singular shall include the plural and vice versa, and references to one gender include all genders.
- ii. references to a person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives' body (whether or not having separate legal personality).
- iii. reference to any law or to any provision thereof or to any rule or regulation promulgated thereunder includes a reference to such law, provision, rule or regulation as it may, from time to time, be amended, supplemented or re-enacted, or to any law, provision, rule or regulation that replaces it.
- iv. references to clauses and recitals, unless otherwise provided, are to clauses and recitals of and to this Scheme.
- v. the headings herein shall not affect the construction of this Scheme.
- vi. references to the word "include" or "including" shall be construed without limitation.

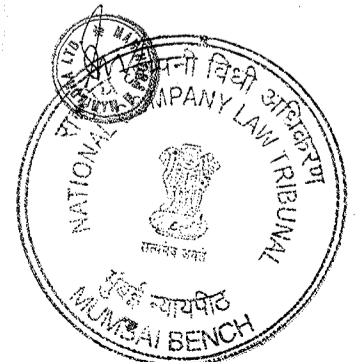
2) DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form with or without any modification(s) approved or imposed or directed by the Tribunal or any other competent authority, or made as per the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date. Any references in the Scheme to 'upon the Scheme becoming effective' or "upon this Scheme becoming effective' or 'effectiveness of the Scheme' shall mean the Effective Date.

3) SHARE CAPITAL

3.1. The share capital of the First Transferor Company as on 31st March, 2021 is as under:

Particulars	Amount (Rupees)
Authorised Capital	
11,85,00,000 equity shares of Rs. 10 each	118,50,00,000
Total	118,50,00,000
Issued, Subscribed and Paid – up Capital	



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11,77,93,038 equity shares of Rs. 10 each	117,79,30,380
Total	117,79,30,380

The equity shares of the First Transferor Company are not listed on the Stock Exchanges. The entire share capital of the First Transferor Company is held beneficially by the Transferee Company including shares jointly held with its nominee shareholders. Accordingly, the First Transferor Company is a wholly owned subsidiary of the Transferee Company.

Subsequent to 31st March, 2021 and up to the date of approval of this Scheme by the Board of the First Transferor Company, there has been no change in the authorised, issued, subscribed and paid-up share capital of the First Transferor Company.

There are no existing commitments, obligations or arrangements by the First Transferor Company as on the date of sanction of this Scheme by the Board of Directors to issue any further shares or convertible securities.

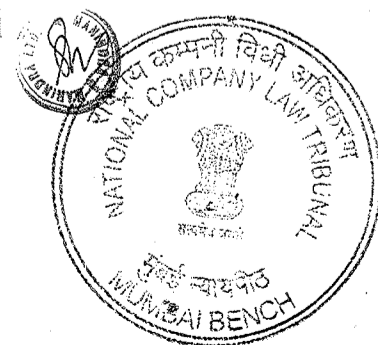
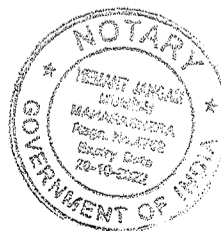
3.2. The share capital of the Second Transferor Company as on 31st March, 2021 is as under:

Particulars	Amount (Rupees)
Authorised Capital	
2,10,00,000 equity shares of Rs. 10 each	21,00,00,000
Total	21,00,00,000
Issued, Subscribed and Paid – up Capital	
2,05,50,000 equity shares of Rs. 10 each	20,55,00,000
Total	20,55,00,000

The equity shares of the Second Transferor Company are not listed on the Stock Exchanges. The entire share capital of the Second Transferor Company is held beneficially by First Transferor Company including shares jointly held with its nominee shareholders. The Second Transferor Company is a direct wholly owned subsidiary of the First Transferor Company and indirect wholly owned subsidiary of the Transferee Company.

Subsequent to 31st March, 2021 and up to the date of approval of this Scheme by the Board of the Second Transferor Company, there has been no change in the authorised, issued,

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subscribed and paid-up share capital of the Second Transferor Company.

There are 49,44,053 Zero Coupon Unsecured Compulsorily Fully Convertible Debentures of Rs. 1,000 each issued by the Second Transferor Company, as on the date of sanction of this Scheme by the Board of Directors. Each debenture is convertible into 100 equity shares of Rs. 10 each to be issued at par at the option of the debenture holders. The aforesaid debentures are beneficially held by the First Transferor Company.

Apart from the aforementioned Debentures, there are no existing commitments, obligations or arrangements by the Second Transferor Company as on the date of sanction of this Scheme by the Board of Directors to issue any further shares or convertible securities.

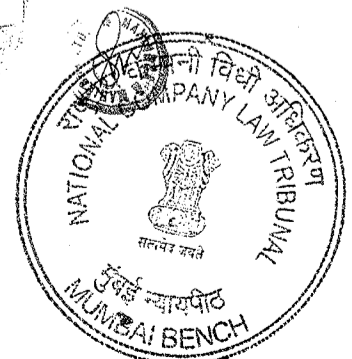
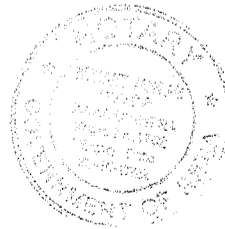
3.3. The share capital of the Third Transferor Company as on 31st March, 2021 is as under:

Particulars	Amount (Rupees)
Authorised Capital	
96,70,00,000 equity shares of Rs. 10 each	967,00,00,000
Total	967,00,00,000
Issued, Subscribed and Paid – up Capital	
96,16,63,236 equity shares of Rs. 10 each	961,66,32,360
Total	961,66,32,360

The equity shares of the Third Transferor Company are not listed on the Stock Exchanges. The entire share capital of the Third Transferor Company is held beneficially by the First Transferor Company including shares jointly held with its nominee shareholders and the Second Transferor Company (being 46.62% and 53.38% stake respectively). Accordingly, the First Transferor Company holds directly and indirectly the entire share capital of the Third Transferor Company. Also, the Third Transferor Company's 100% equity shares are indirectly held by the Transferee Company.

Subsequent to 31st March, 2021 and up to the date of approval of this Scheme by the Board of the Third Transferor Company, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Third Transferor Company.

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There are no existing commitments, obligations or arrangements by the Third Transferor Company as on the date of sanction of this Scheme by the Board of Directors to issue any further shares or convertible securities.

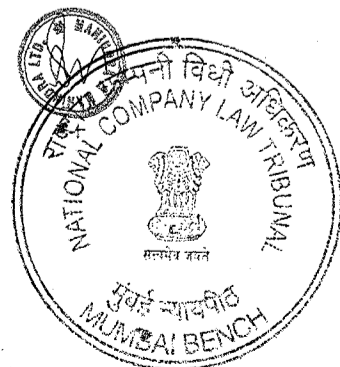
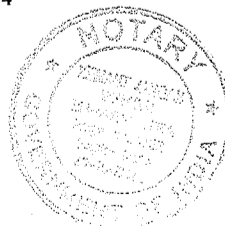
3.4. The share capital of the Transferee Company as on 31st March, 2021 is as under:

Particulars	Amount (Rupees)
Authorised Capital	
8,10,00,00,000 Ordinary (Equity) Shares of Rs. 5 each	40,50,00,00,000
25,00,00,000 Unclassified Shares of Rs. 100 each	25,00,00,000
Total*	40,75,00,00,000
Issued, Subscribed and Paid – up Capital	
124,31,92,544 Ordinary (Equity) Shares of Rs. 5 each	621,59,62,720
Total	621,59,62,720

* Upon the MVML Scheme becoming effective, the Authorised Share Capital of the Transferee Company shall be increased to Rs. 10,575,00,00,000 (Rupees Ten Thousand Five Hundred and Seventy Five Crores only) divided into 18,10,00,00,000 (One Thousand Eight Hundred and Ten Crores) Ordinary (Equity) Shares of Rs. 5 (Rupees Five) each, 25,00,000 (Twenty Five Lacs) Unclassified shares of Rs. 100 (Rupees One Hundred) each and 150,00,00,000 (One Hundred and Fifty Crores) Preference Shares of Rs. 10 (Rupees Ten) each.

Further, in case both MVML Scheme and MEML Scheme becomes effective prior to the Effective Date, the Authorised Share Capital of the Transferee Company shall be increased to Rs. 11,575,00,00,000 (Rupees Eleven Thousand Five Hundred and Seventy Five Crores only) divided into 2,010,00,00,000 (Two Thousand and Ten Crores) Ordinary (Equity) Shares of Rs. 5 (Rupees Five) each, 25,00,000 (Twenty Five Lacs) Unclassified shares of Rs. 100 (Rupees One Hundred) each and 150,00,00,000 (One Hundred and Fifty Crores) Preference Shares of Rs. 10 (Rupees Ten) each.

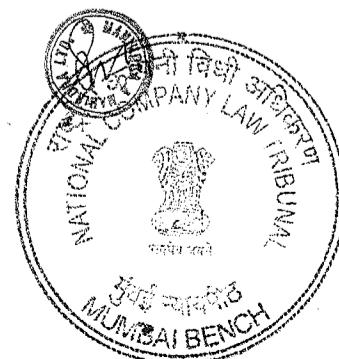
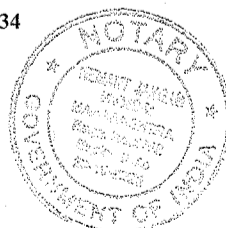
The equity shares of the Transferee Company are listed on BSE and NSE. Subsequent to 31st March, 2021 and up to the date of approval of this Scheme by the Board of the Transferee



Company, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Transferee Company. The Global Depository Receipts ('GDRs') of the Transferee Company are listed on the Luxembourg Stock Exchange and are also admitted for trading on International Order Book (IOB) of the London Stock Exchange. 3,58,41,803 GDRs were outstanding as on 31st March, 2021.

The First Transferor Company is a wholly owned subsidiary of Transferee Company. The Transferee Company is the ultimate holding company of the Second Transferor Company and Third Transferor Company.

There are no existing commitments, obligations or arrangements by the Transferee Company as on the date of approval of this Scheme by the Board of Directors to issue any further shares or convertible securities.



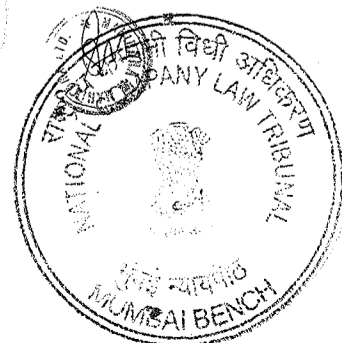
PART II**MERGER OF MECPL, RIHL AND MRL WITH M&M****Section 1 – Transfer and vesting**

- 4) Upon the coming into effect of this Scheme and with effect from the Appointed Date, pursuant to the sanction of this Scheme by the Tribunal or any other competent authority and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, the entire business and whole of the Undertaking of the Transferor Companies shall be transferred to and stand vested in or be deemed to have been vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.
- 5) **Transfer and Vesting of Assets**
- a. Without prejudice to the generality of Clause 4 above, upon the coming into effect of this Scheme and with effect from the Appointed Date, all the estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances comprised in the Undertaking, if any, of whatsoever nature and where so ever situate shall, under the provisions of Sections 230 to 232 of the Act and other Applicable Law, if any, without any further act or deed, be and stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as and from the Appointed Date, the estate, assets, properties, rights, claims, title, interest and authorities of the Transferee Company.
- b. All immovable properties of the Transferor Companies including residential flat owned by MECPL situated at Flat 901, 9th Floor, Mahindra Heights Co-operative Housing Society Limited, 96 Tardeo Road, Next to AC Market, Tardeo, Mumbai - 400034, if any, including land together with the buildings and structures standing thereon and rights and interests in immovable properties of the Transferor Companies, whether freehold or leasehold or otherwise, and all documents of title, rights and easements in relation thereto shall be vested in and/or be deemed to have been vested in the Transferee Company, without any further act or deed done or being required to be done by the Transferor Companies and/or the Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges attached to such immovable properties and shall be liable to pay the ground rent and Taxes and fulfil all obligations in relation to or applicable to such immovable properties. The mutation or substitution of the title to the immovable properties shall, upon this Scheme



becoming effective, be made and duly recorded in the name of the Transferee Company by the appropriate authorities pursuant to the sanction of this Scheme by the Tribunal and upon the coming into effect of this Scheme in accordance with the terms hereof.

- c. Without prejudice to the provisions of Clause 5(a) and 5(b) above, in respect of such of the assets and properties of the Transferor Companies as are movable in nature or incorporeal property or are otherwise capable of vesting or transfer by delivery or possession, or by endorsement and/or delivery, the same shall stand so transferred or vested by the Transferor Companies upon the coming into effect of this Scheme, and shall, become the assets and property of the Transferee Company with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act, without requiring any deed or instrument of conveyance for transfer or vesting of the same.
- d. In respect of such of the assets and properties belonging to the Transferor Companies (other than those referred to in Clause 5(c) above) including sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any government, quasi government, local or other authority or body or with any company or other person, the same shall stand transferred to and vested in the Transferee Company and/or be deemed to have been transferred to and vested in the Transferee Company, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
- e. All assets, rights, title, interest, investments and properties of the Transferor Companies as on the Appointed Date, whether or not included in the books of the Transferor Companies, and all assets, rights, title, interest, investments and properties, which are acquired by the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets, rights, title, interest, investments and properties of the Transferee Company, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and with effect from the Appointed Date or from the date of their acquisition (after the Appointed Date but before the Effective Date) as the case may be, pursuant to the provisions



of Sections 230 to 232 of the Act.

- f. Upon coming into effect of the Scheme, and with effect from the Appointed Date, all the profits or income taxes (including advance tax, tax deducted at source, tax collected at source, foreign tax credits, dividend distribution tax, MAT credit and any credit for dividend distribution tax on dividend received by the Transferor Companies from their subsidiary/ies), all input credit balances (including but not limited to CENVAT/MODVAT, sales tax, applicable excise and customs duties, SGST, IGST and CGST credits under the GST laws) or any costs, charges, expenditure accruing to the Transferor Companies in India and abroad or expenditure or losses arising or incurred or suffered by the Transferor Companies shall for all purpose be treated and be deemed to be and accrue as the profits, taxes, income, costs, charges, expenditure or losses of Transferee Company, as the case may be.
- g. All the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether on, before or after the Appointed Date, including income tax benefits and exemptions, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in and/or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.
- 6) **Contracts, Deeds etc.**
- a. Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, insurance, letters of Intent, memorandums of understanding, offer letters, undertaking, policies and other instruments of whatsoever nature, to which the Transferor Companies is a party or to the benefit of which Transferor Companies may be eligible, and which are subsisting or have effect



immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies concerned, the Transferee Company had been a party or beneficiary or obligee thereto or thereunder.

- b. Without prejudice to the other provisions of this Scheme and notwithstanding that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Companies is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, after the Effective Date, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Companies and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.
- c. Without prejudice to the generality of the foregoing, upon the coming into effect of this Scheme and with effect from the Appointed Date, all consents, permissions, licences, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Companies shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.

7) Transfer and Vesting of Liabilities

- a. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all debts and liabilities of the Transferor Companies including all secured and unsecured debts (in whatsoever currency), debentures, liabilities (including contingent liabilities), duties and obligations of the Transferor Companies of every kind, nature and description whatsoever whether present or future, and howsoever arising, along with any charge, encumbrance, lien or security thereon (herein referred to as the "Liabilities") shall, pursuant to the sanction of this Scheme by the Tribunal and under the provisions of Sections 230 to 232 of the Act and other applicable provisions, if any, of the Act, without any further act, instrument, deed,

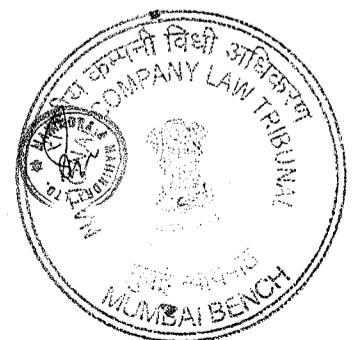
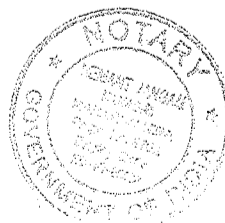


matter or thing, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company, to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies, and the Transferee Company shall meet, discharge and satisfy the same and further 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 Liabilities have arisen in order to give effect to the provisions of this Clause 7.

- b. Where any such debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date have been discharged by such Transferor Companies on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.
- c. All loans raised and utilised and all liabilities, duties and obligations incurred or undertaken by the Transferor Companies on or after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed be stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- d. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time from the Appointed Date to the Effective Date become due between the Transferor Companies and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.

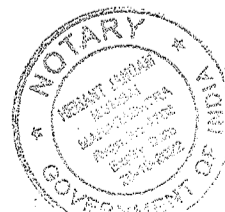
8) **Encumbrances**

- a. The transfer and vesting of the assets comprised in the Undertaking to the Transferee Company under Clause 4 and Clause 5 of this Scheme shall be subject to the Encumbrances,



if any, affecting the same as hereinafter provided.

- b. All Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Companies shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date, provided that if any of the assets of the Transferor Companies have not been Encumbered, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. Furthermore, no duty (including stamp duty), levy, cess of any nature will be payable by the Transferee Company at the time of transfer of the Encumbrance covered above with respect to the immovable property.
- c. The existing Encumbrances over the other assets and properties of the Transferee Company or any part thereof which relate to the liabilities of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the other assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.
- d. Any reference in any security documents or arrangements (to which any of the Transferor Companies is a party) to the Transferor Companies and their respective assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Companies transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- e. Upon the coming into effect of this Scheme, the Transferee Company shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of this Scheme.
- f. It is expressly provided that, save as herein provided, no other term or condition of the

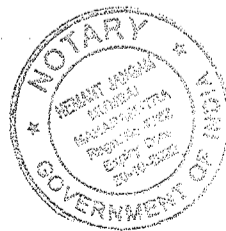


Liabilities transferred to the Transferee Company is amended by virtue of this Scheme except to the extent that such amendment is required statutorily.

- g. The provisions of this Clause 8 shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings or the terms of sanction or issue or any security document shall stand modified and/or superseded by the foregoing provisions.

9) Employees of the Transferor Companies

- a. Upon the coming into effect of this Scheme, Employees, if any, of the Transferor Companies in India and abroad shall, become the employees of the Transferee Company, on same terms and conditions and shall not be less favorable than those on which they are engaged by the Transferor Companies and without any interruption of or break in service as a result of the merger of the Transferor Companies with the Transferee Company. For the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such Employees with the Transferor Companies and such benefits to which the Employees are entitled in the Transferor Companies shall also be taken into account and paid (as and when payable) by the Transferee Company.
- b. It is clarified that save as expressly provided for in this Scheme, the Employees who become the employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits (including employee stock options) that may be applicable and available to any of the other employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the other employees of the Transferee Company), unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into or deemed to have been entered into by the Transferor Companies with any Employee of the Transferor Companies.
- c. Insofar as the provident fund, gratuity fund, superannuation fund, retirement fund and any other funds or benefits created by the Transferor Companies for its Employees or to which the Transferor Companies is contributing for the benefit of its Employees (collectively referred to as the "Funds") are concerned, the Funds or such part thereof as relates to the Employees (including the aggregate of all the contributions made to such Funds for the

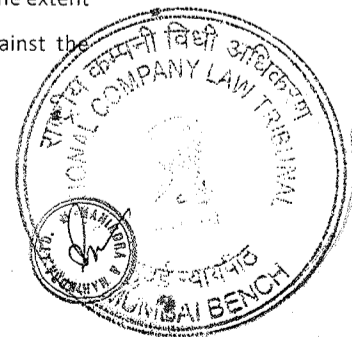
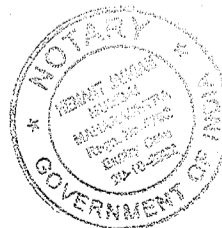


benefit of the Employees, accretions thereto and the investments made by the Funds in relation to the Employees) shall be transferred to the Transferee Company and shall be held for the benefit of the concerned Employees. In the event the Transferee Company has its own funds in respect of any of the employee benefits referred to above, the Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, be merged with the relevant funds of the Transferee Company. In the event that the Transferee Company does not have its own funds in respect of any of the above or if deemed appropriate by the Transferee Company, the Transferee Company may, subject to necessary approvals and permissions, maintain the existing funds separately and contribute thereto until such time that the Transferee Company creates its own funds, at which time the Funds and the investments and contributions pertaining to the Employees shall be merged with the funds created by the Transferee Company.

- d. In relation to those Employees for whom the Transferor Companies is making contributions to the government provident fund or other employee benefit fund, the Transferee Company shall stand substituted for the Transferor Companies, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such Employees, such that all the rights, duties, powers and obligations of the Transferor Companies as the case may be in relation to such schemes/ Funds shall become those of the Transferee Company.

10) Legal, Taxation and other Proceedings

- a. Upon the coming into effect of this Scheme, all suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Companies pending on the Effective Date shall be continued and/ or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted by or against the Transferee Company.
- b. If any suit, appeal or other proceeding of whatever nature by or against the Transferor Companies is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the



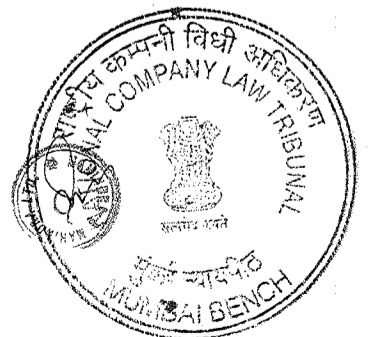
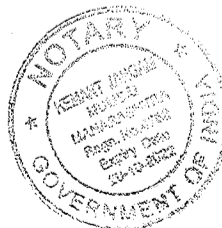
Transferor Companies as if this Scheme had not been made.

- c. In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Companies, Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of Transferee Company.

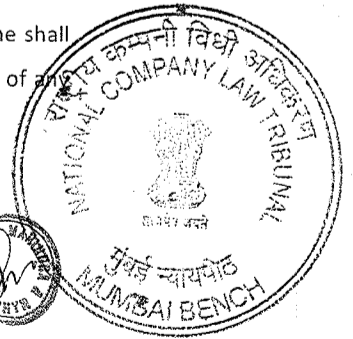
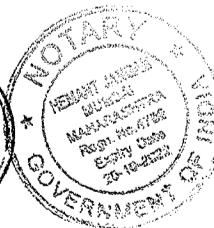
Section 2 – Conduct of Business

11) From the date on which the Boards of Directors of the Transferor Companies and the Transferee Company approve this Scheme until the Effective Date:

- a. the Transferor Companies shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold, and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts and investments for and on account of, and in trust for, the Transferee Company.
- b. the Transferor Companies shall carry on its business and activities with due business prudence and diligence and shall not, without prior written consent of the Transferee Company or pursuant to any preexisting obligation, sell transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with any part of its assets nor incur or accept or acknowledge any debt, obligation, or liability except as is necessary in the ordinary course of business.
- c. all profits and income accruing or arising to the Transferor Companies, and losses and expenditure arising or incurred by them (including taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Transferee Company.
- d. any of the rights, powers, authorities or privileges exercised by the Transferor Companies shall be deemed to have been exercised by the Transferor Companies for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Companies shall be deemed to have been undertaken or discharged for and on behalf of and as an agent for the Transferee Company.



- e. all taxes (including, without limitation, income tax, minimum alternate tax, sales tax, service tax, VAT, excise and custom duties, Central Goods and Service Tax law (CGST), State Goods and Service Tax law (SGST) and Integrated Goods and Service Tax law (IGST), foreign taxes, etc.) paid or payable by the Transferor Companies in respect of the operations and/or the profits of the Transferor Companies before the Appointed Date, shall be on account of the Transferee Company and, in so far as it relates to the tax payment (including, without limitation, income tax, minimum alternate tax, dividend distribution tax, sales tax, service tax, VAT, excise and custom duties, CGST, SGST, IGST, foreign taxes, etc.), whether by way of deduction at source, tax collected at source, advance tax or otherwise howsoever, by the Transferor Companies (including any credit for dividend distribution tax on dividend received by the Transferor Companies from their subsidiary/ies) in respect of the profits or activities or operation of the Transferor Companies with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.
- f. if and to the extent there are inter-corporate loans, deposits or balances between the Transferor Companies and Transferee Company or amongst the Transferor Companies, the obligations in respect thereof shall, on and from the Appointed Date, shall stand cancelled and there shall be no obligation/ outstanding balance in that behalf.
- g. pending sanction of the Scheme, the Transferor Companies shall not, except by way of issue of shares / convertible debentures to its existing shareholders, increase its capital (by fresh issue of shares, convertible debentures or otherwise).
- h. without prejudice to the provisions of Clauses 4 to 10, with effect from the Appointed Date, all inter-party transactions between the Transferor Companies and the Transferee Company or amongst the Transferor Companies shall be considered as intra-party transactions for all purposes from the Appointed Date.
- i. for the avoidance of doubt, it is hereby clarified that nothing in the Scheme shall prevent the Transferee Company and / or the Transferor Companies from declaring and paying dividends, whether interim or final, to its shareholders.
- j. for the avoidance of doubt, it is hereby further clarified that nothing in the Scheme shall prevent the Transferee Company from issuance of bonus shares, rights issue, issue of



securities in any manner, splitting or consolidation of its shares, making investments or undertaking merger or demerger or any other mode of restructuring.

Section 3 – Cancellation of share capital and convertible debentures of the Transferor Companies

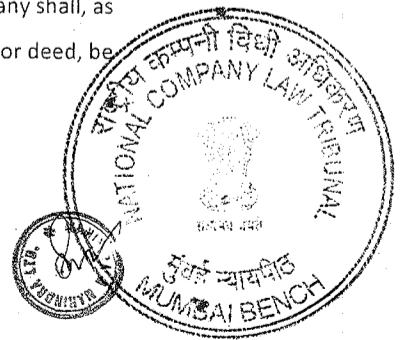
- 12) The First Transferor Company, Second Transferor Company and Third Transferor Company are directly/ indirectly beneficially owned by the Transferee Company. Accordingly, the Transferor Companies are directly/ indirectly wholly owned subsidiaries of the Transferee Company. Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of the holding of the Transferee Company in the First Transferor Company or one Transferor Company in another Transferor Company (held directly and jointly with its nominee shareholders) and the issued and paid-up capital of the Transferor Companies shall stand cancelled on the Effective Date without any further act, instrument, or deed.

Further, upon the Scheme becoming effective, Zero Coupon Unsecured Compulsorily Fully Convertible Debentures issued by the Second Transferor Company to the First Transferor Company shall stand cancelled on the Effective Date without any further act, instrument, or deed.

It is further clarified that since the Transferor Companies are direct/ indirect wholly owned subsidiaries of the Transferee Company, no consideration shall be discharged by the Transferee Company pursuant to the merger of the Transferor Companies.

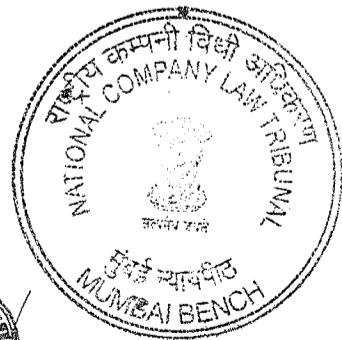
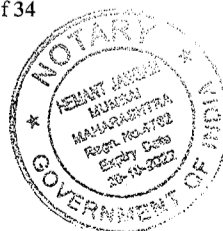
Section 4 - Increase in authorised share capital of the Transferee Company

- 13) As a part of this Scheme, and, upon the coming into effect of this Scheme, the authorised share capital of the Transferee Company shall automatically stand increased, without any further act, instrument or deed on the part of the Transferee Company, if any, including payment of stamp duty and fees payable to Registrar of Companies, by the aggregate authorised share capital of the Transferor Companies.
- 14) In case both MVML Scheme and MEML Scheme becomes effective prior to the Effective Date, the capital Clause 5 of the Memorandum of Association of the Transferee Company shall, as a part of and, upon this Scheme becoming effective and without any further act or deed, be replaced by the clause mentioned in Para 1 of Schedule I.



However, in case MVML Scheme becomes effective but MEML Scheme does not become effective prior to the Effective Date, the capital Clause 5 of the Memorandum of Association of the Transferee Company shall, as a part of and, upon this Scheme becoming effective and without any further act or deed, be replaced by the clause mentioned in Para 2 of Schedule I.

- 15) It is clarified that for the purposes of Clause 13 and 14 above, the stamp duties and fees (including registration fee) paid on the authorised share capital of the Transferor Companies shall be utilized and applied to the increased authorised share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee (including registration fee) by the Transferee Company for increase in the authorised share capital to that extent. The Transferee Company shall file requisite forms with the concerned Registrar of Companies.
- 16) It is clarified that the consent / resolution / approval of NCLT approving the Scheme shall be deemed to be the approval for amending the authorised share capital of the Transferee Company under section 13 and other applicable provisions of the Act. The words and figures in Clause 5 of the Memorandum of Association of the Transferee Company relating to the authorised share capital shall without any further act, instrument be and stand amended pursuant to Section 13 of the Act and other applicable provisions of the Act.

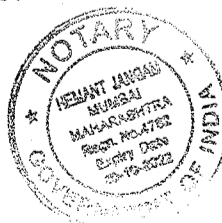


PART III
DISSOLUTION OF TRANSFEROR COMPANIES, GENERAL CLAUSES, TERMS AND
CONDITIONS APPLICABLE TO THE SCHEME

17) Accounting and Tax Treatment

a. Applicability of provisions of Income Tax Act, 1961

- i. The provisions of this Scheme as they relate to the merger of Transferor Companies with Transferee Company has been drawn up to comply with the conditions relating to 'amalgamation' as defined under Section 2(1B) of the (Indian) Income-tax Act, 1961 (hereinafter referred to as Income-tax Act). If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 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, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act. Such modification will, however, not affect the other parts of the Scheme.
- ii. Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its financial statements and returns, even after the prescribed due dates, along with prescribed forms, filings and annexures under the Income-tax Act (including for minimum alternate tax purposes, carry forward and set-off of tax losses and tax benefits), service tax, sales tax, VAT, excise and customs laws, as may be applicable, CGST, SGST, IGST and other tax laws and to claim refunds and/or credits for taxes paid by Transferor Companies (including minimum alternate tax, dividend distribution tax and foreign taxes), and to claim tax benefits, under the Income-tax Act including any credit for dividend distribution tax on dividend received by the Transferor Companies from their subsidiary/ies and other tax laws etc. and for matters incidental thereto, if required to give effect to the provisions of this Scheme.
- iii. Upon the Scheme coming into effect, all taxes (direct and/or indirect)/ cess/ duties payable by or on behalf of the Transferor Companies from the Appointed Date onwards including all or any refunds and claims, including refunds or claims pending with any Governmental Authority, and including the right to claim credit for minimum alternate tax, dividend distribution tax, set-off and carry forward of accumulated losses, foreign taxes, deferred revenue expenditure, deduction, rebate, allowance, amortization benefit, etc. including



any credit for dividend distribution tax on dividend received by the Transferor Companies from their subsidiary/ies under the Income-tax Act, or any other or like benefits under the said acts or under and in accordance with any law or act, whether in India or anywhere outside India and unutilized CENVAT credit, VAT credit, input tax credit for CGST, SGST and IGST etc. shall, for all purposes, be treated as the tax/ cess/ duty, liabilities or refunds, claims, accumulated losses and unutilized CENVAT credits, VAT credit, CGST, SGST and IGST credits and rights to claim credit or refund etc of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its income tax returns, wealth tax returns, sales tax returns, excise and CENVAT returns, service tax returns, other statutory returns, CGST returns, SGST returns, IGST returns and to claim refunds/ credits (including, but not limited to foreign tax credit, dividend distribution tax and minimum alternate tax), pursuant to the provisions of this Scheme.

- iv. The Transferee Company shall also be permitted to claim refunds / credits in respect of any transaction between the Transferor Companies and the Transferee Company or between one Transferor Company and another Transferor Company. Without prejudice to the generality of Clause 17(a)(iii) above, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its income tax returns and related withholding tax returns, including withholding tax certificates, relating to transactions between the Transferor Companies and the Transferee Company or between one Transferor Company and another Transferor Company, and to claim refunds, advance tax and withholding tax credits, benefit of credit for minimum alternate tax/dividend distribution tax (including any credit for dividend distribution tax on dividend received by the Transferor Companies), foreign taxes and carry forward of accumulated losses etc., pursuant to the provisions of this Scheme.
- v. The withholding tax, tax collected at source, advance tax, minimum alternate tax, dividend distribution tax, equalization levy, foreign taxes, if any, paid by the Transferor Companies under the Income-tax Act or any other statute for the period commencing from the Appointed Date shall be deemed to be the tax deducted from, advance tax, dividend distribution tax, equalization levy, foreign taxes paid by the Transferee Company and credit for such withholding tax, tax collected at source, advance tax, minimum alternate tax, dividend distribution tax, equalization levy, foreign taxes shall be allowed to the Transferee Company notwithstanding that certificates or challans for withholding tax/ tax collected at



source/ advance tax/ dividend distribution tax/ foreign tax are in the name of the Transferor Companies and not in the name of the Transferee Company.

- vi. The service tax, VAT, sales tax, excise and custom duties under the pre- GST regime and in the GST regime, CGST, SGST and IGST paid by the Transferor Companies under the Finance Act, 1994 and/ or Central Goods and Service Tax Act, Integrated Goods and Service Tax Act and Union Territory Goods and Service Tax Act in respect of services provided by the Transferor Companies for the period commencing from the Appointed Date shall be deemed to be the service tax, sales tax, excise and custom duties, CGST, SGST, IGST paid by the Transferee Company and credit for such service tax CGST, SGST, IGST shall be allowed to the Transferee Company notwithstanding that challans for service tax payments, CGST payment, SGST payment, IGST payment are in the name of the Transferor Companies and not in the name of the Transferee Company.

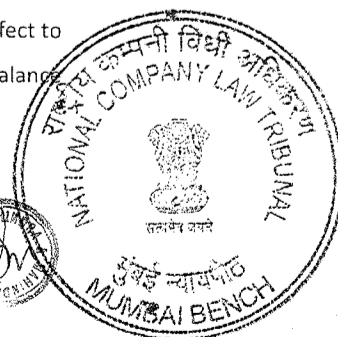
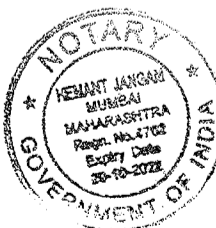
b. Accounting Treatment

Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in the books of accounts in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, or any other relevant or related requirement under the Act, as applicable on the Appointed Date.

Accordingly, the Transferor Companies and Transferee Company all being the entities under common control, the accounting would be done at Transferor Companies carrying amounts as on the Appointed Date for all the assets and liabilities acquired by the Transferee Company of the Transferor Companies by applying the principles as set out in Appendix C of Ind AS 103 'Business Combinations' and inter-company balances and inter-company investments, if any, between Transferor Companies and with Transferee Company shall stand cancelled.

Additionally, the Transferee Company shall pass such accounting entries which are necessary in connection with the Scheme to comply with the other applicable Accounting Standards such as Ind AS 8, Ind AS 10, etc.

In respect of accounting for subsequent events, the Transferee Company shall solely follow the requirements of Ind AS 10 – 'Events after the Reporting Period' in order to give effect to the Scheme. Accordingly, if the approval of NCLT for the Scheme is received after the balance



sheet date but before the approval of the financial statements for issue by the Board of Directors, it shall be treated as an adjusting event under Ind AS 10 – ‘Events after the Reporting Period’ and shall be given effect to in the financial statements with effect from the Appointed Date.

18) Resolutions

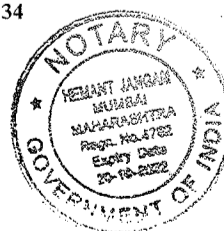
- a. Upon the coming into effect of this Scheme, the resolutions, if any, of the Transferor Companies, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and deemed to have authorized any director of the Transferee Company or such other person(s) as authorized by any two directors of the Transferee Company to do all acts, deeds, things as may be necessary to give effect to these resolutions, without any further acts to be done by the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.
- b. Upon the coming into effect of this Scheme, the borrowing limits of the Transferee Company in terms of Section 180 of the Act shall be deemed, without any further act or deed, to have been enhanced by the aggregate limits of the Transferor Companies which are being transferred to the Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of the Transferee Company, with effect from the Appointed Date.

19) Savings of concluded transactions

The transfer and vesting of Undertaking under Clause 4 above and the continuance of proceedings by or against the Transferee Company under Clause 10 above shall not affect any transaction or proceedings already concluded by the Transferor Companies on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto, as if done and executed on its behalf.

20) Dissolution of the Transferor Companies

Upon the coming into effect of this Scheme, the Transferor Companies shall stand dissolved without winding-up without any further act or deed.



21) Conditionality to the Scheme

- a. The effectiveness of the Scheme is conditional upon and subject to:
- i. The requisite sanction or approval from Registrar of Companies, Regional Director, Official Liquidator as may be applicable or as may be directed by the Tribunal.
 - ii. This Scheme being approved by the respective requisite majorities of the shareholders and creditors of the Transferor Companies and the Transferee Company if required under the Act and/ or as may be directed by the Tribunal and the requisite orders of the Tribunal being obtained.
 - iii. The certified copy of the order of the Tribunal under Sections 230 to 232 and other applicable provisions of the Act sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai by the Transferor Companies and Transferee Company.
- b. On the approval of this Scheme by the shareholders of the Transferor Companies and the Transferee Company, if required, such shareholders shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the merger set out in this Scheme, related matters and this Scheme itself.

22) Effect of Non-Receipt of Approvals/Sanctions

- a. 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 Appropriate Authority and / or the Order not being passed as aforesaid within such period or periods as may be agreed upon between the Transferor Companies and the Transferee Company by their Board of Directors (and which the Board of Directors of the Transferor Companies and Transferee Company are hereby empowered and authorized to agree to and extend the same from time to time without any limitation) failing which 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 and/ or liabilities 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.

- b. Without prejudice to the general right of the parties to this Scheme as conferred in Clause



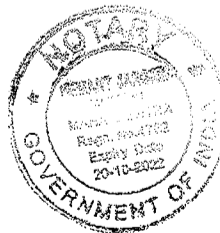
24 of Part III of this Scheme, if any part of this Scheme hereof is invalid, held illegal or unenforceable, under any present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in the Scheme, as will best preserve for the parties the benefits and obligations of the Scheme, including but not limited to such part.

23) Applications

- a. Transferor Companies and the Transferee Company, if required shall, with all reasonable dispatch, make applications/ petitions to the Tribunal under Sections 230 to 232 and other applicable provisions of the Act, for sanctioning of this Scheme.
- b. The Transferor Companies shall take all necessary steps for sanctioning of this Scheme and for its dissolution without winding up, and apply for and obtain such other approvals, if any, required under the law.

24) Modifications or amendments to the Scheme

- a. The Transferor Companies and the Transferee Company, through their respective Board of Directors, may assent from time to time on behalf of all the persons concerned to any modifications or amendments or additions to this Scheme subject to approval of the Tribunal or to any conditions or limitations which the Tribunal and/or any other competent authorities, if any, under the law may deem fit and approve of or impose and which the Transferor Companies and the Transferee Company may in their discretion deem fit and may resolve all doubts or difficulties that may arise for carrying out this Scheme and do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect. The aforesaid powers of the Transferor Companies and the Transferee Company may be exercised by their respective Boards of Directors.
- b. For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Board of Directors of the Transferor Companies or the Transferee Company may give and is hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be shall be binding on all parties in the same manner as if the same were specifically



incorporated in this Scheme.

25) **Costs, Charges and Expenses**

All costs, charges, taxes, including stamp duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Companies and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by the Transferee Company.



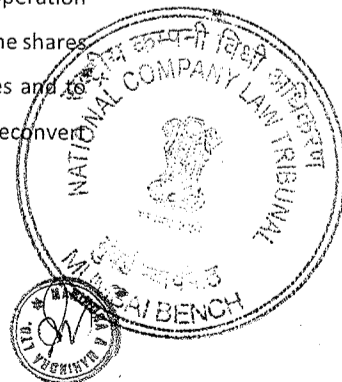
Schedule I

1. Upon MVML Scheme, MEML Scheme and this Scheme becoming effective, Clause 5 of Memorandum of Association of Transferee Company to be replaced as under:

"5. The Authorised Share Capital of the Company is Rs. 12,681,50,00,000 (Rupees Twelve Thousand Six Hundred Eighty One Crores and Fifty Lacs) divided into 2,231,30,00,000 (Two Thousand Two Hundred Thirty One Crores and Thirty Lacs) Ordinary (Equity) Shares of Rs. 5 (Rupees Five) each and 25,00,000 (Twenty Five Lacs) Unclassified shares of Rs. 100 (Rupees Hundred) each and 150,00,00,000 (One Hundred and Fifty Crore) Preference Shares of Rs. 10 (Rupees Ten) each, with such ordinary preferential or deferred rights, privileges and other conditions attaching thereto as may be provided by the regulations of the Company for the time being in force and operation with power to increase or reduce the capital of the Company and to divide the shares in the capital for the time being original or increased into different classes and to consolidate or sub-divide such Shares and to convert Shares into Stock and reconvert the Stock into Shares and to attach to such Shares or Stock such ordinary preferential or deferred rights, privileges and other conditions as may be provided by the regulations of the Company for the time being in force and operation."

2. Upon MVML Scheme and this Scheme becoming effective but MEML Scheme not becoming effective, Clause 5 of Memorandum of Association of Transferee Company to be replaced as under:

"5. The Authorised Share Capital of the Company is Rs. 11,681,50,00,000 (Rupees Eleven Thousand Six Hundred Eighty One Crores and Fifty Lacs only) divided into 2,031,30,00,000 (Two Thousand Thirty One Crores and Thirty Lacs) Ordinary (Equity) Shares of Rs. 5 (Rupees Five) each and 25,00,000 (Twenty Five Lacs) Unclassified shares of Rs. 100 (Rupees Hundred) each and 150,00,00,000 (One Hundred and Fifty Crore) Preference Shares of Rs. 10 (Rupees Ten) each, with such ordinary preferential or deferred rights, privileges and other conditions attaching thereto as may be provided by the regulations of the Company for the time being in force and operation with power to increase or reduce the capital of the Company and to divide the shares in the capital for the time being original or increased into different classes and to consolidate or sub-divide such Shares and to convert Shares into Stock and reconver



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the Stock into Shares and to attach to such Shares or Stock such ordinary preferential or deferred rights, privileges and other conditions as may be provided by the regulations of the Company for the time being in force and operation."



Certified True Copy _____
Date of Application 24.03.2022
Number of Pages 37
Fee Paid Rs. 170
Applicant's Date 12.04.2022
Copy prepared 17.4.2022
Copy issued 12.04.2022

P. S. Senapati
Deputy Registrar 12.4.2022
National Company Law Tribunal, Mumbai Bench

