

February 28, 2025

BSE Limited1st Floor, New Trading Ring
Rotunda Building
P.J. Towers, Dalal Street
Fort
MUMBAI – 400001, India**National Stock Exchange of India Limited**Exchange Plaza, 5th Floor
Plot No.C/1, G-Block
Bandra-Kurla Complex
Bandra (E)
MUMBAI – 400051, India**Scrip Code: 517334****Scrip Code: MOTHERSON****SUB: Composite Scheme of Arrangement of the Company and/or its Subsidiaries.****REF: Regulation 37(6) and 59A of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”).**

Dear Sir/ Madam,

We refer to our disclosure under Regulation 30 of the Listing Regulations dated February 07, 2025 in relation to the composite scheme of arrangement by and amongst the Company, Samvardhana MotherSON Innovative Solutions Limited, Samvardhana MotherSON Auto System Private Limited and MotherSON Machinery and Automations Limited (collectively referred to as “**Participating Entities**”) and their respective shareholders under Sections 230 to 232 of the Companies Act, 2013 (“**Scheme**”). The Participating Entities are wholly owned subsidiaries of the Company

Pursuant to Regulation 37(6) of the Listing Regulations and in accordance with Circular no. SEBI/HO/DDHS/DDHS-RACPOD1/P/CIR/2022/170 dated December 09, 2022 and Master Circulars SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023, and SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2024/48 dated May 21, 2024, issued by the Securities and Exchange Board of India, please find attached the following documents for dissemination on your website:

1. Copy of the Scheme.
2. Certified true copies of the resolutions passed by the Board of Directors of the Participating Entities approving the Scheme.

Kindly note that the Company and Participating Entities will file necessary application(s) in connection with the Scheme with the Hon’ble National Company Law Tribunal.

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

Thanking you,

Yours truly,

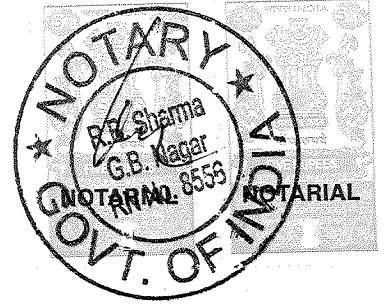
For Samvardhana MotherSON International Limited

Alok Goel

Company Secretary

SCHEME OF ARRANGEMENT

BETWEEN



**SAMVARDHANA MOTHERSON AUTO SYSTEM PRIVATE LIMITED
(SMAS / Amalgamating Company 1)**

AND

**MOTHERSON MACHINERY AND AUTOMATIONS LIMITED
(MMAL / Amalgamating Company 2)**

AND

**SAMVARDHANA MOTHERSON INNOVATIVE SOLUTIONS LIMITED
(SMISL / Demerged Company / Amalgamated Company 2)**

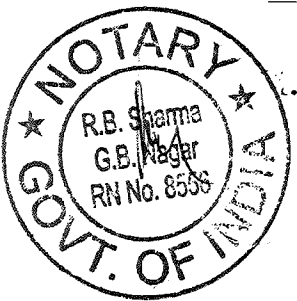
AND

**SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED
(SAMIL / Resulting Company / Amalgamated Company 1)**

AND

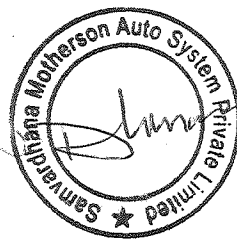
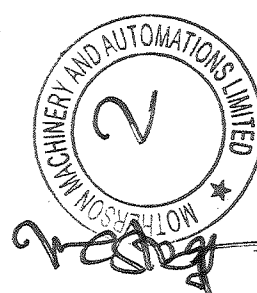
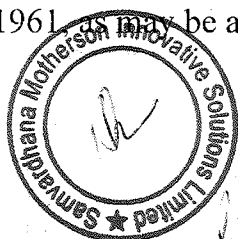
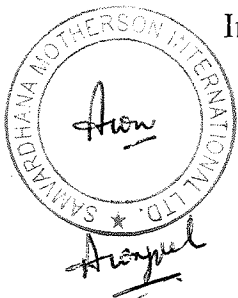
THEIR RESPECTIVE SHAREHOLDERS

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



PREAMBLE

This Composite Scheme of Arrangement is presented under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013, including the rules and regulations issued thereunder, as may be applicable, read with Sections 2(19AA) or 2(1B) of the Income Tax Act, 1961, as may be applicable, for:



- (i) Demerger of Demerged Undertaking (*defined hereinafter*) of Samvardhana Motherson Innovative Solutions Limited and thereafter merger of the Demerged Undertaking to Samvardhana Motherson International Limited;
- (ii) Amalgamation of Samvardhana Motherson Auto System Private Limited with Samvardhana Motherson International Limited; and
- (iii) Amalgamation of Motherson Machinery and Automations Limited with Samvardhana Motherson Innovative Solutions Limited.

In addition, this Composite Scheme of Arrangement also provides for various other matters consequential or otherwise integrally connected herewith.

2. BACKGROUND OF THE COMPANIES

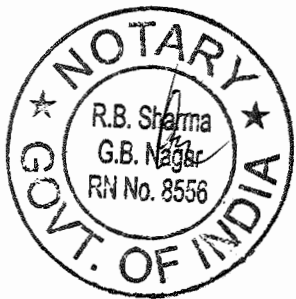
- (i) Samvardhana Motherson Auto System Private Limited (SMAS), the “**Amalgamating Company 1**”, is a private limited company which was incorporated on November 17, 2014, under the laws of India. The CIN of SMAS is U50300MH2014PTC440037. The registered office of SMAS is Unit-705, C Wing, ONE BKC, G Block, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India, 400051. SMAS is engaged in the business of manufacturing, servicing, trading, marketing, purchasing, selling, exporting, importing, distribution of parts, components, equipment, etc. for use in automotive/ non-automotive/ industrial or any other application or any industry as may be required and other engineering items for automobiles or any other applications as required.

- (ii) Motherson Machinery and Automations Limited (MMAL) the “**Amalgamating Company 2**”, is an unlisted public limited company which was incorporated on December 9, 2004, under the laws of India. The CIN of MMAL is U74899MH2004PLC428253. The registered office of MMAL is situated at Unit 705, ‘C’ Wing, ONE BKC, G block, Bandra Kurla Complex, Bandra East, Mumbai - 400051, Maharashtra. MMAL is engaged in the business of designing, assembling, importing,



buying, selling, exchanging, installing and providing after sales service, etc. for various automotive capital equipments.

- (iii) Samvardhana Motherson Innovative Solutions Limited (SMISL), the “**Demerged Company**” or “**Amalgamated Company 2**”, is an unlisted public limited company which was incorporated on July 26, 2006, under the laws of India. The CIN of SMISL is U35100MH2006PLC285657. The registered office of SMISL is situated at Unit 705, ‘C’ Wing, ONE BKC, G block, Bandra Kurla Complex, Bandra East, Mumbai - 400051, Maharashtra. SMISL is engaged in the business of manufacturing, fabricating, assembling, buying, selling, importing, exporting, distributing and dealing in automobile parts of all kinds and descriptions, automotive and other parts including but not limited to tools, springs, fittings, head lamps, sealed beam component parts, spare parts, accessories and fittings of all kinds for the P.V.C., polypropylene, P.F. resin, electrical wires, switch controls, sintered powder metal parts, engage in sintering process and making parts from powder metal by heating/ pressing process and such other processes which are related, assembly of refrigeration units for automobiles, home composing, onsite household and garden waste containments systems, broaches and other machines and machine tools and small tools, cutting tools, precision tools, instruments, rolls, gauge, slitting sews, spline mandrels, master gears, index plates, gear hobs, shaper cutters, tool bits, shaving cutters, auto components etc, moulding of plastic and/or any other polymer parts and assembly thereof, die-casting of components and the assembly thereof of automobiles or any other application as required, metal sheet pressing for making clips, moulds and other parts for automobiles or any other application as required, and other engineering items for automobiles or any other application as required and to act as broker and marketing agents for aforesaid items and/or to make/hold investment in entities engaged in auto components or related sectors.



- (iv) Samvardhana Motherson International Limited (SAMIL), the “**Resulting Company**” or “**Amalgamated Company 1**”, is a public limited company incorporated on December 19, 1986, under the laws of India. The CIN of SAMIL is L35106MH1986PLC284510. The registered office of SAMIL is situated at Unit 705, C Wing, ONE BKC,



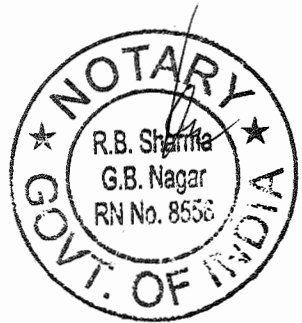
G Block, Bandra Kurla Complex, Mumbai - 400051, Maharashtra. The Equity Shares of SAMIL are listed on the BSE Limited (“BSE”) and National Stock Exchange of India Limited (“NSE”). The compulsorily convertible debentures issued by SAMIL are listed on BSE and NSE. SAMIL has issued a total of 3 (three) series of non-convertible debentures (“NCDs”). All 3 (three) series of NCDs are listed on BSE of which 1 (one) series of NCDs is listed with both BSE and NSE. SAMIL is engaged in the business of manufacturing automotive components, *inter alia*, wiring harness, manufacturing of vision system, manufacturing of moulded and polymer products etc., directly and / or through its subsidiaries.

3. RATIONALE FOR SCHEME

3.1 Rationale for Demerger of Demerged Undertaking of Samvardhana Motherson Innovative Solutions Limited to Samvardhana Motherson International Limited:

The proposed Demerger pursuant to this Scheme is expected, *inter-alia*, to result in following benefits:

- (i) To ensure focused management attention and leadership it is proposed to segregate the Demerged Undertaking from the Demerged Company into the Resulting Company.
- (ii) The structure post Demerger will provide independence and flexibility to the management in decisions regarding the use of their respective cash flow under various projects. Further, it will enable respective projects to be carried more consistently and advantageously.
- (iii) Overall, Demerger would enhance operational efficiency and effectiveness by creating leaner and focused organisation.
- (iv) The Demerger will create enhanced value for the shareholders and allow a focused strategy in operations, which would be in the best interest of the shareholders, employees and other stakeholders of the company.
- (v) The Demerger will facilitate a reduction of layers of investments, leading to a simpler structure.
- (vi) The Demerger will enable more transparent shareholding, improving visibility and accountability for stakeholders.



- (vii) There will be a greater focus on operationality within the amalgamated structure, allowing for streamlined and integrated management.

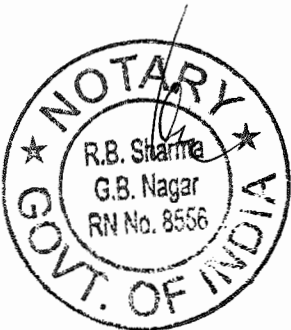
3.2 Rationale for Amalgamation of Samvardhana Motherson Auto System Private Limited with Samvardhana Motherson International Limited and Amalgamation of Motherson Machinery and Automations Limited with Samvardhana Motherson Innovative Solutions Limited:

This Scheme shall be in the interest of the shareholders, creditors, employees and other stakeholders of the Amalgamating Companies and the Amalgamated Company 1 and the Amalgamated Company 2, as the case may be, and is expected to result in the following, *inter-alia*, benefits:

- (i) Simplification of the corporate structure by elimination of multiple entities in the group.
- (ii) Incremental operational efficiencies and administrative synergies by pooling of financial, human, technological, managerial resources and expertise.
- (iii) Cost reduction as a result of elimination of duplication of administrative expenses, overheads, compliances etc., and optimum utilization of the resources.
- (iv) Better alignment, coordination and streamlining of day-to-day operations.
- (v) Unlocking potential synergies across products, customers, technology and manufacturing excellence.

4. The Scheme is divided into following parts:

- (a) **Part - A** deals with the Introduction, Definitions and Capital Structure;
- (b) **Part - B** deals with Demerger of Demerged Undertaking (*defined hereinafter*) of Samvardhana Motherson Innovative Solutions Limited and thereafter merger of the Demerged Undertaking to Samvardhana Motherson International Limited;
- (c) **Part - C** deals with Amalgamation of Samvardhana Motherson Auto System Private Limited with Samvardhana Motherson International Limited;

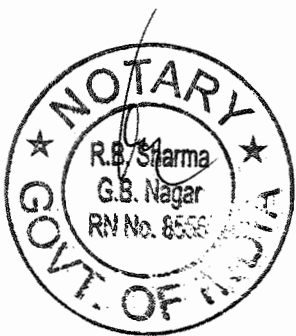


- (d) **Part - D** deals with Amalgamation of Motherson Machinery and Automations Limited with Samvardhana Motherson Innovative Solutions Limited; and
- (e) **Part - E** deals with the General Terms and Conditions.

This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

5. TREATMENT OF THE SCHEME FOR THE PURPOSES OF INCOME TAX ACT, 1961

The provisions of this Scheme (including each of Part B, C & D individually) have been drawn up to comply with the conditions relating to "Amalgamation" and/or "Demerger" (as applicable) as defined under Sections 2(1B) and 2(19AA) of the Income Tax Act, 1961, respectively. If, at a later date, any of the terms or provisions of the Scheme (including each of Part B, C & D are found or interpreted to be inconsistent with the provisions of Sections 2(1B) and 2(19AA) of the Income Tax Act, 1961, including as a result of an amendment of law or enactment of new legislation or any other reason whatsoever, the provisions of Sections 2(1B) and 2(19AA) of the Income Tax Act, 1961, or corresponding provisions of any amended or newly enacted law, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Sections 2(1B) and 2(19AA) of the Income Tax Act, 1961. Such modifications will, however, not affect the other provisions of the Scheme.



PART - A

1. DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

- 1.1 “**Accounting Standards**” means the Indian Accounting Standards as notified under Section 133 of the Companies Act, 2013 read with Rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 (as amended from time to time) and other accounting principles generally accepted in India;
- 1.2 “**Act**” or “**the Act**” means the Companies Act, 2013 and rules, regulations, circulars, guidelines issued thereunder, and shall include any statutory modification, re-enactment thereof or amendments thereto from time to time;
- 1.3 “**Amalgamation**” means the amalgamation (merger by absorption) of (i) Samvardhana Motherson Auto System Private Limited with Samvardhana Motherson International Limited and (ii) Motherson Machinery and Automations Limited with Samvardhana Motherson Innovative Solutions Limited as per Parts C and D of this Scheme;
- 1.4 “**Amalgamating Companies**” means Amalgamating Company 1 and Amalgamating Company 2, collectively;
- 1.5 “**Amalgamated Company 1**” for the purpose of the Amalgamation means Samvardhana Motherson International Limited;
- 1.6 “**Amalgamated Company 2**” for the purpose of the Amalgamation means Samvardhana Motherson Innovative Solutions Limited;
- 1.7 “**Applicable Laws**” means (a) all applicable statutes, enactments, acts of legislature or parliament, laws, notifications, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinances, orders or instructions having the force of law enacted or issued by any Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force; and (b) administrative interpretation, writ, injunction, directions, directives, judgements, arbitral award, decree, orders or governmental approvals of, or agreements with, any Appropriate Authority;



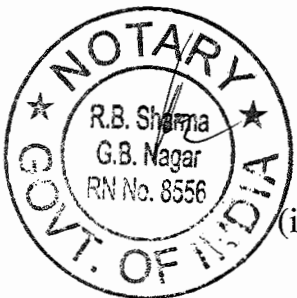
- 1.8 “**Appointed Date**” means April 1, 2024, or such other date as may be decided or approved by the Tribunal (as defined hereinafter) or such other Appropriate Authority and accepted by the Board of Directors for the purpose of Amalgamation and Demerger;
- 1.9 “**Appropriate Authority**” means and includes any applicable central/ state/ local Governmental, statutory, regulatory, departmental, or public body or authority or agency, including but not limited to the Central Government, and the Tribunal;
- 1.10 “**Automotive Manufacturing & Services Business**” means and includes all the activities, business and operations in relation to automotive manufacturing, sale, services etc. including those relating to Motherson Sintermetal Technology, a division of SMISL and Motherson Advanced Tooling Solutions, a division of SMISL, segments as reported in the financial statements, and investments, subsidiaries, joint ventures, associates engaged in business and operations in relation to automotive manufacturing, sale, services etc. as more particularly defined in Clause 1.14;
- 1.11 “**Board of Directors**” or “**Board**” means the board of directors of the Amalgamating Companies, Amalgamated Company 1, Amalgamated Company 2, Demerged Company and the Resulting Company as the context may require and shall include a committee duly constituted and authorized thereby for matters pertaining to this Scheme and/ or any other consequential or incidental matter in relation thereto;
- 1.12 “**Central Government**” means the Regional Director, Western Region at Mumbai, Ministry of Corporate Affairs, Government of India;

1.13 “**Demerged Company**” means Samvardhana Motherson Innovative Solutions Limited;

1.14 “**Demerged Undertaking**” means and includes without limitation all the activities, businesses, operations and undertakings of, and relating to the Automotive Manufacturing & Services Business (*as defined above*), on a going concern basis, inclusive of but not limited to the following:



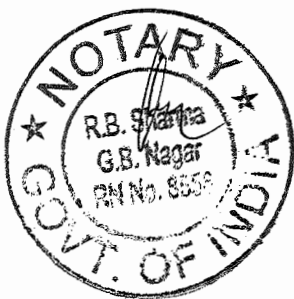
- (i) All assets and properties, whether movable or immovable, tangible or intangible, whether corporeal or incorporeal, leasehold or otherwise, plant and machinery, research and development units, capital work in progress, advances, deposits, sundry debtors, inventories, cash and bank balances, shares, investments, securities, bills of exchange, other fixed assets, trademarks, patents, loans, inventory and work in progress wherever situated pertaining to the Automotive Manufacturing & Services Business;
- (ii) All liabilities (including liabilities allocable as per this Scheme, if any) present and future, corporate guarantees issued and the contingent liabilities pertaining to or relatable to the Automotive Manufacturing & Services Business, including:
- (a) The liabilities of the Demerged Company which arises out of the activities or operations of the Automotive Manufacturing & Services Business;
- (b) Specific loans and borrowings raised, incurred and utilized by the Demerged Company for the activities or operations of or pertaining to the Automotive Manufacturing & Services Business;
- (c) General or multipurpose borrowings, if any, of the Demerged Company as allocated to the Automotive Manufacturing & Services Business in the same proportion in which the book value of the assets transferred under this Clause bears to the total book value of the assets of the Demerged Company immediately before the Appointed Date of the Scheme as may be determined by the Board of the Demerged Company;
- (iii) Without prejudice to the generality of the above, the Demerged Undertaking shall include in particular:



otherwise) buildings, warehouses, offices, etc. if any, which form a part of the Automotive Manufacturing & Services Business and all documents (including panchnamas, declarations, receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest, benefits and interests of rental agreements for lease or license or other rights to use of premises, in connection with the said immovable properties, if any;

- (b) All assets, as are moveable in nature, whether present or future or contingent, tangible or intangible, in possession or not, corporeal or incorporeal, in each case, wherever situated (including plant and machinery, research and developments units, capital work in progress, furniture, fixtures, fixed assets, computers, air conditioners, appliances, accessories, office equipment, communication facilities, installations, vehicles, inventories, stock in trade, patents, stores and spares, packing material, raw material, actionable claims, earnest monies and sundry debtors, prepaid expenses, bills of exchange, promissory notes, financial assets, investment and shares in entities/ branches undertaking the Automotive Manufacturing & Services Business, along with investment in subsidiaries/ step down subsidiaries, associates and joint ventures or any other securities/ investments in any other Person, whether in India or abroad engaged in/ related to Automotive Manufacturing & Services Business, outstanding loans and advances, recoverable in cash or kind or for value to be received, receivables, funds, cash and bank balances and deposits including accrued interest thereto with Government, semi-Government, local and other Appropriate Authorities and bodies, banks, customers and other persons, the benefits of any bank guarantees, performance guarantees and tax related assets and credits, including but not limited to service tax input credits, CENVAT credits, value added/ sales tax/ entry tax credits or set-offs, advance tax, tax deducted at source, right to carry forward and set-off accumulated losses and unabsorbed depreciation, if any, goods and services tax (GST), and other

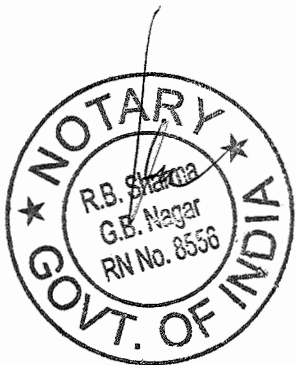
indirect taxes and tax refunds;



(c) All permits, licenses, permissions, approvals, clearances, consents, benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, incentives, tax deferrals and exemptions and other benefits (in each case including the benefit of any applications made for the same), income tax benefits, deductions and exemptions, liberties and advantages, approval for commissioning of project and other licenses or clearances, granted/ issued/ given by any Appropriate Authorities, organizations or companies for the purpose of carrying on the Automotive Manufacturing & Services Business or in connection therewith including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that form part of the Automotive Manufacturing & Services Business;

(d) All rights, contracts, agreements, guarantees, purchase orders/ service orders, operation and maintenance contracts, memoranda of understandings, memoranda of agreements, memoranda of agreed points, bids, tenders, expressions of interest, letters of intent, hire and purchase arrangements, lease/ license agreements, tenancy rights, agreements/ panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/ manufacturer of goods/ service providers, other arrangements, undertakings, deeds, bonds, schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, claims and benefits thereunder forming part of the Automotive Manufacturing & Services Business;

(e) All intellectual property rights, applications (including hardware, software, licenses, source codes, para meterisation and scripts), registrations, goodwill, trade names, service marks, copyrights, patents, project designs, marketing authorization, approvals,

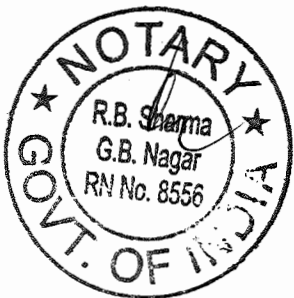


marketing intangibles, permits, permissions, incentives, privileges, special status, domain names, designs, trade secrets, research and studies, technical know-how, confidential information and other benefits (in each case including the benefit of any applications made for the same) that form part of the Automotive Manufacturing & Services Business;

(f) All rights to use and avail telephones, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by the Demerged Company forming part of the Automotive Manufacturing & Services Business and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Demerged Company and forming part of the Demerged Undertaking;

(g) All books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programmes, drawings, manual data databases including databases for procurement, commercial and management catalogues, quotations, sales and advertising materials, product registrations, dossiers, product master cards, list of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/ supplier pricing information, and all other books and records, whether in physical or electronic form that form part of the Automotive Manufacturing & Services Business;

(h) All liabilities including all debts (whether in Indian Rupees or foreign currency), loans raised and used, obligations incurred,



whether specific or arises, duties of any kind, nature or description and undertakings of every kind or nature, contingent liabilities, bank/ corporate guarantees, duties, taxes, obligations under any licenses or permits or schemes and all other liabilities of any description whatsoever, whether present or future, and howsoever raised or incurred or utilized along with any charge, encumbrance, lien or security thereon related or incurred to or out of the Automotive Manufacturing & Services Business;

- (i) Any and all earnest monies and/ or security deposits, or other entitlements in connection with or relating to Automotive Manufacturing & Services Business;
- (j) All permanent and/or temporary employees of Demerged Company substantially engaged in the Demerged Undertaking and those permanent and/or temporary employees that are determined by the Board of the Demerged Company, to be substantially engaged in or relatable to the Automotive Manufacturing & Services Business;
- (k) All legal or other proceedings of whatsoever nature that form part of the Automotive Manufacturing & Services Business;
- (l) All exemption, benefits, allowance, rebates, etc. under IT Act (including right to admissibility of claim under the IT Act) or such provisions becoming admissible in the period after the Appointed Date on discharging liabilities pertaining to Automotive Manufacturing & Services Business;
- (m) Any question that may arise as to whether a specified asset or liability pertains to Automotive Manufacturing & Services Business or whether it arises out of the activities or operations of the Automotive Manufacturing & Services Business shall be decided by mutual agreement between the Board of the Demerged Company and the Resulting Company.



1.15 “Demerger” means demerger of Demerged Undertaking from Samvardhana



Motherson Innovative Solutions Limited to Samvardhana Motherson International Limited as per **Part - B** of this Scheme;

1.16 “**Effective Date**” means the date on which the Scheme shall become effective pursuant to Clause 41 of this Scheme. Any references in this Scheme to the date of “*Scheme becoming effective*” or “*coming into effect of this Scheme*” or “*effectiveness of the Scheme*” or “*Scheme taking effect*” shall mean the Effective Date;

1.17 “**Encumbrance**” or “**Encumber**” means any mortgage charge, pledge, lien, as assignment, hypothecation, security interest, etc., the effect of which is the creation of security, or any other right to acquire or option, any right of first refusal or any right of pre-emption, or any agreement or arrangement to create any of these;

1.18 “**Income Tax Act**” or “**IT Act**” means the Income Tax Act, 1961 and shall include any statutory modification, re-enactment thereof or amendments thereto from time to time and the rules and regulations made thereunder;

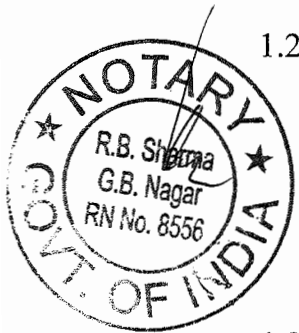
1.19 “**INR**” or “**Rupees**” means Indian Rupees, the lawful currency of Republic of India;

1.20 “**NCLT**” or “**Tribunal**” means the National Company Law Tribunal Bench at Mumbai and shall include, if applicable, such other forum or authority as may be vested with the powers of the NCLT under the Act;

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

1.22 “**Participating Company**” or “**Participating Companies**” means any or all entities forming part of the Scheme i.e. SAMIL, SMISL, SMAS and MMAL;

1.23 “**Registrar of Company**” or “**RoC**” means the Registrar of Companies, Mumbai;



1.24 “**Remaining Business**” means all the undertakings, businesses, activities, operations, assets and liabilities of the Demerged Company, other than those forming part of the Demerged Undertaking;

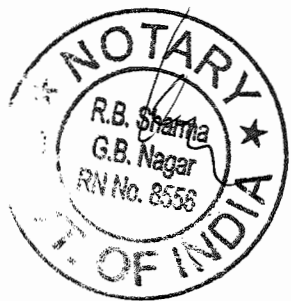
1.25 “**Resulting Company**” for the purpose of Demerger means Samvardhana Motherson International Limited;

1.26 “**Scheme**” or “**this Scheme**” or “**the Scheme**” means this composite scheme of Arrangement amongst the Amalgamating Companies and the Amalgamated Company 1 and the Amalgamated Company 2, and Demerger of Demerged Undertaking of the Demerged Company with the Resulting Company and their respective shareholders pursuant to the provisions of this Scheme in its present form and with such modifications and amendments as may be made from time to time with the appropriate approvals and sanctions of the NCLT and other relevant regulatory/ statutory/ governmental authorities, as may be required under the Act, and/ or any other Applicable Laws;

1.27 “**Tax**” (including with correlative meaning, the terms “**Taxes**” and “**Taxation**”) means any and all taxes (direct or indirect), surcharges, cess, duties, impositions imposed by any Governmental entity, including without limitation taxes based upon or measured by gross receipts, income, profits, sales and value added services, Goods & Services Tax (GST), whether CGST, SGST, IGST, withholding taxes, payroll, excise and property taxes, stamp duty, registration fees, together with all interest, penalties with respect to such amounts; and

1.28 “**Undertaking**” in relation to Amalgamation as defined in Clause 1.3 means the entire undertakings, businesses, activities and operations conducted by the Amalgamating Companies, being transferred to the Amalgamated Company 1 and Amalgamated Company 2, as the case may be, as a going concern, including, without limitation:

- (i) 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) in relation to the Amalgamating Companies, whether situated in India or



abroad, including without limitation, all land, buildings and structures, offices, residential and other premises, capital work-in-progress, machines and equipment, furniture, fixtures, office equipment, computers, 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), cash and bank accounts (bank balances), contingent rights or benefits, benefits of any deposits, earnest monies, receivables, advances or deposits paid by or deemed to have been paid, 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, guest houses, godowns, warehouses, vehicles, D.G. sets, share of any joint assets, rights to use and avail 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 situated, and related to or enjoyed by the Amalgamating Companies;

- (ii) all permits, quotas, rights, entitlements, industrial and other licences, bids, tenders, letters of intent, expressions of interest, experience, credentials, development rights (whether vested or potential and whether under agreements or otherwise), municipal permissions, factory licenses, contract labour registrations, professional tax registrations in any state in India, approvals, permits, consents, subsidies, privileges, tax and other credits (including but not limited to credits in respect of income tax, minimum alternate tax, i.e. tax on book profits, tax deducted at source, tax collected at source, value added tax, central sales tax, sales tax, CENVAT, excise duty, service tax, goods and services tax etc.), all losses (including but not limited to brought forward tax losses, tax unabsorbed depreciation, brought forward book losses, unabsorbed



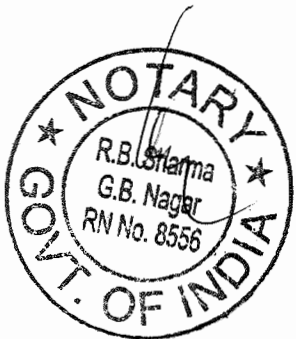
depreciation as per books), tax benefits, other claims, powers and exemptions in respect of the profits of the Amalgamating Companies for the residual period, i.e., for the period remaining as on the Appointed Date out of the total period for which the benefit or exemption is available in law if the Amalgamation pursuant to this Scheme does not take place, all other rights including sales tax deferrals and exemptions and other benefits, 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 Amalgamating Companies;

(iii) all debts, borrowings, obligations, duties and liabilities, both present and future (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 INR or foreign currency, whether provided for or not in the books of accounts or disclosed in the balance sheet of the Amalgamating Companies;

(iv) all trade and service names and marks, patents, copyrights, 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 programmes, 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 Amalgamating Companies; and

(v) all employees including but not limited to any personnel, staff or labour working at the Amalgamating Companies.

It is intended that the definition of "Undertaking" under this Clause would enable the transfer of all property, assets, rights, duties, licenses, employees



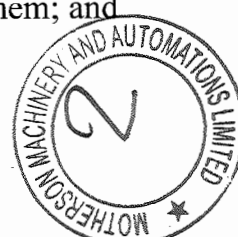
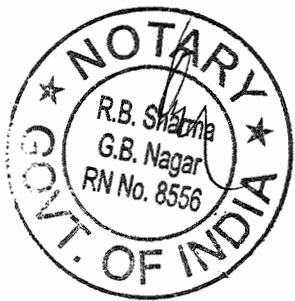
and liabilities of the Amalgamating Companies into Amalgamated Company 1 and Amalgamated Company 2, as the case may be, pursuant to this Scheme.

Interpretation

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Income Tax Act, 1961, the Securities Contract (Regulation) Act, 1956, the Depositories Act, 1996 or other Applicable Laws, rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof from time to time.

In this Scheme, unless the context otherwise requires:

- (a) words denoting singular shall include plural and vice versa;
- (b) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (c) references to the word "include" or "including" shall be construed without limitation;
- (d) a reference to an article, clause, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or schedule of this Scheme;
- (e) unless otherwise defined, the reference to the word "days" shall mean calendar days;
- (f) references to dates and times shall be construed to be references to Indian dates and times;
- (g) reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (h) word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed to them; and



- (i) 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).

2. DATE OF TAKING EFFECT

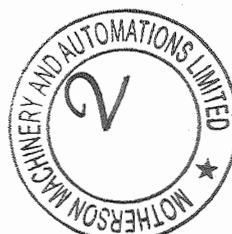
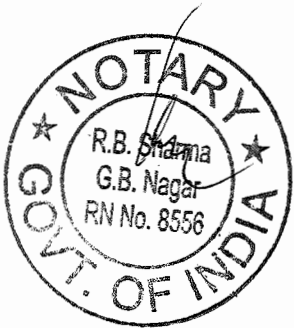
2.1 The Scheme in its present form or with any modification(s) approved or directed by the NCLT or any amendment(s) made under Clause 41 of this Scheme shall be deemed to be effective from the Appointed Date but shall be operative from the Effective Date.

2.2 Further, the Scheme in no way, is a scheme of compromise or arrangement with the creditors as all the creditors will be paid in full as and when their respective amounts fall due in the usual course of business and therefore, the Scheme is not affecting the rights of the creditors because the aggregate assets of (i) Amalgamating Companies and Amalgamated Company 1 and Amalgamated Company 2, as the case may be, and (ii) Demerged Company and the Resulting Company are more than sufficient to meet the liabilities of all the creditors in full. The present Scheme is not a scheme of Corporate Debt Restructuring as envisaged under Section 230(2)(c) of the Act or a scheme of compromise or arrangement with the creditors.

3. SHARE CAPITAL

3.1 The details of Share Capital of Samvardhana Motherson Auto System Private Limited as on March 31, 2024, is:

Particulars	Amount (In INR)
Authorized Share Capital	
50,00,000 Equity Shares of INR 10 each	5,00,00,000
20,00,000 2% Optionally convertible non - cumulative redeemable preference shares of INR 10 each	2,00,00,000
Total	7,00,00,000



Issued, Subscribed and Paid-up Share Capital	
10,10,000 Equity Shares of INR 10 each	1,01,00,000
15,00,000 2% Optionally convertible non - cumulative redeemable preference shares of INR 10 each	1,50,00,000
Total	2,51,00,000

Subsequent to March 31, 2024, there has been no change in the Authorized, Issued, Subscribed and Paid-up Share Capital of Samvardhana Motherson Auto System Private Limited. The entire Paid-up Equity Shares as well as preference shares are held by Samvardhana Motherson Innovative Solutions Limited including shares held by nominee shareholders.

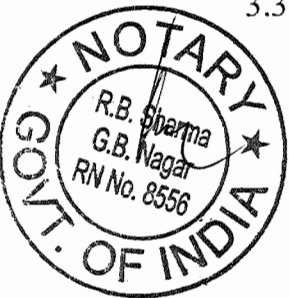
3.2 The details of Share Capital of Motherson Machinery and Automations Limited as on March 31, 2024, is:

Particulars	Amount (In INR)
Authorized Share Capital	
5,00,000 Equity Shares of INR 10 each	50,00,000
Total	50,00,000
Issued, Subscribed and Paid-up Share Capital	
5,00,000 Equity Shares of INR 10 each	50,00,000
Total	50,00,000

Subsequent to March 31, 2024, there has been no change in the Authorized, Issued, Subscribed and Paid-up Share Capital of Motherson Machinery and Automations Limited. The entire Issued, Subscribed and Paid-up Share Capital of Motherson Machinery and Automations Limited is held by Samvardhana Motherson Innovative Solutions Limited including 600 Equity Shares held by its nominee shareholders.

3.3 The details of Share Capital of Samvardhana Motherson Innovative Solutions Limited as on March 31, 2024, is:

Particulars	Amount (In INR)
Authorized Share Capital	

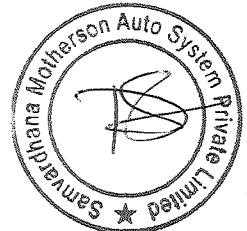
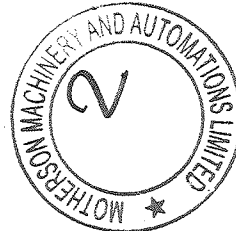
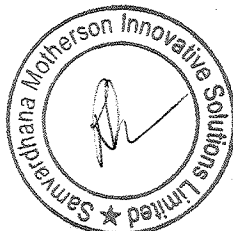
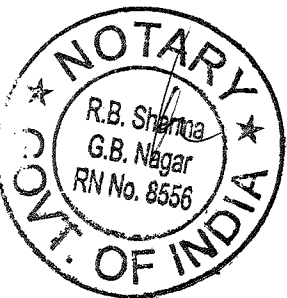


36,20,00,000 Equity Shares of INR 10 each	362,00,00,000
8,65,00,000 7% Optionally convertible cumulative redeemable preference shares of INR 10 each	86,50,00,000
Total	448,50,00,000
Issued, Subscribed and Paid-up Share Capital	
35,96,47,307 Equity Shares of INR 10 each	359,64,73,070
20,00,000 Preference Shares of INR 10 each	200,00,000
7% Optionally Convertible Cumulative Redeemable Preference Shares of INR 10 each	250,00,000
Total	364,14,73,070

Subsequent to March 31, 2024, the Authorised Share Capital of the Company has been increased from the existing INR 448,50,00,000 (Indian Rupees Four Hundred Forty Eight Crores and Fifty Lakhs only) divided into 36,20,00,000 (thirty six crores and twenty lakhs) Equity Shares of INR 10 (Indian Rupees Ten only) each and 8,65,00,000 (eight crores and sixty five lakhs) 7% Optionally Convertible Cumulative Redeemable Preference Shares of INR 10 (Indian Rupees Ten only) each to INR 948,50,00,000 (Indian Rupees Nine Hundred Forty Eight Crores and Fifty Lakhs only) divided into 86,20,00,000 (eighty six crores and twenty lakhs) Equity Shares of INR 10 (Indian Rupees Ten only) each and 8,65,00,000 (eight crores and sixty five lakhs) 7% Optionally Convertible Cumulative Redeemable Preference Shares of INR 10 (Indian Rupees Ten only) each by creation of an additional 50,00,00,000 (fifty crores) Equity Shares of INR 10 (Indian Rupees Ten only) each.

Thereafter, the Company has allotted Equity Shares on to the existing shareholders of the Company on rights basis in the following manner:

Sr. No.	Details of rights issue	No. of shares	Amount including premium (in INR)
1.	Allotment of 4,54,54,546 Equity Shares of INR 33 per share including a premium of INR 23 per	4,54,54,546	150,00,00,018



	share on rights basis on September 27, 2024.		
2.	Allotment of 7,27,27,272 Equity Shares of INR 33 per share including a premium of INR 23 per share on rights basis on October 22, 2024.	7,27,27,272	239,99,99,976
3.	Allotment of 6,51,51,515 Equity Shares of INR 33 per share including a premium of INR 23 per share on rights basis on January 7, 2025.	6,51,51,515	214,99,99,995
4.	Allotment of 10,45,45,454 Equity Shares of INR 33 per share including a premium of INR 23 per share on rights basis on February 5, 2025.	10,45,45,454	344,99,99,982

As on February 5, 2025, the Paid-up Share Capital of the Company is INR 652,02,60,940 (Indian Rupees Six Hundred Fifty Two Crores Two Lakhs Sixty Thousand Nine Hundred Forty only).

3.4 The details of Share Capital of the Samvardhana Motherson International Limited as on March 31, 2024, is:

Particulars	Amount (In INR)
Authorized Share Capital	
1230,00,00,000 Equity Shares of INR-1 each	1230,00,00,000
Total	1230,00,00,000
Issued, Subscribed and Paid-up Share Capital	
677,64,21,366 Equity Shares of INR 1 each	677,64,21,366
Total	677,64,21,366



Subsequent to March 31, 2024, Samvardhana Motherson International Limited has allotted Equity Shares through Qualified Institutional Placement



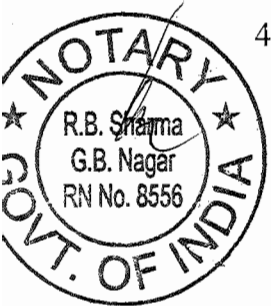
("QIP") and Compulsory Convertible Debentures ("CCDs") the details of which are provided below:

- (a) SAMIL has allotted 25,98,73,701 (twenty five crores ninety eight lakhs seventy three thousand seven hundred and one) Equity Shares having face value of INR 1 (Indian Rupee One) each through QIP on September 20, 2024; and
- (b) SAMIL has allotted 1,50,000 (one lakh fifty thousand), 6.50% CCDs having face value of INR 1,00,000 (Indian Rupees One Lakh only) each aggregating to INR 15,000,000,000 (Indian Rupees Fifteen Hundred Crores only) on September 20, 2024. CCDs are compulsory convertible after 3 (three) years at a price that will be determined at the time of conversion. However, the conversion price shall not be less than INR 190 (Indian Rupees One Hundred and Ninety only) per share i.e., equity issue price for allotment of shares.

4. COMPLIANCE WITH TAX LAWS

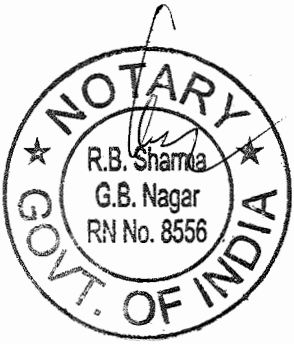
4.1 The provisions of this Scheme have been drawn up to comply with the conditions relating to "Demerger" as defined under Section 2(19AA) of the Income Tax Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date 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(19AA) of the Income Tax Act. Such modifications will however not affect the other parts of the Scheme.

4.2 The Amalgamation of Amalgamating Companies into Amalgamated Company 1 and Amalgamated Company 2, as the case may be, as defined in Clause 1.3 above complies with the conditions relating to "Amalgamation" as specified under Section 2(1B), Section 47 and other relevant sections and provisions of the Income Tax Act and is intended to apply accordingly. If any terms or clauses or provisions of the Scheme is/ are found to be or interpreted to be inconsistent with any of the said provisions (including the conditions set out therein) at a later date whether as a result of a new enactment or any amendment or coming into force of any provision of the Income Tax Act or



any other law or any judicial or executive interpretation or for any other reasons whatsoever, the provisions of the said sections of the Income Tax Act shall prevail and the Scheme to stand modified to the extent necessary to comply with the said sections of the Income Tax Act. Such modification will however not affect other parts of the Scheme.

4.3 Notwithstanding the other provisions of this Scheme, SAMIL, SMISL, SMAS and MMAL (acting through their respective Board of Directors) may make or assent, from time to time, to any such modifications, variations, amendments, including providing any clarifications or confirmations to/ in the Scheme, which they deem necessary and expedient or beneficial to the interests of all the stakeholders and/ or as may be required/ approved by the Tribunal and other Appropriate Authority.



PART - B

DEMERGER OF DEMERGED UNDERTAKING OF SAMVARDHANA MOTHERSON INNOVATIVE SOLUTIONS LIMITED (DEMERGED COMPANY) TO SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED (RESULTING COMPANY)

5. TRANSFER OF DEMERGED UNDERTAKING

5.1. Upon the coming into effect of the Scheme and with effect from the Appointed Date, the Demerged Undertaking shall, pursuant to the provisions contained in Sections 230 to 232 of the Act and other provisions of Applicable Law for the time being in force and without any further act or deed, be demerged from the Demerged Company and be transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company on the Appointed Date, on a going concern basis, so as to become as and from the Appointed Date, the undertakings of the Resulting Company and to vest in the Resulting Company all the rights, title, interest or obligations of the Resulting Company therein.

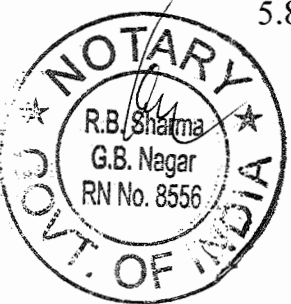
5.2. It is hereby clarified that notwithstanding anything stated herein, the Demerged Company shall not transfer the Remaining Business (in whole or part) to the Resulting Company.

5.3. The Demerged Company and the Resulting Company, if required, shall enter into transitional arrangements and shall be deemed to be authorized to execute any such arrangements and to carry out or perform all such formalities or compliances as may be deemed proper and necessary for effecting the transfer and vesting of the properties of the Demerged Undertaking with the Resulting Company.

5.4. All assets (including fixed assets, intangible assets, current assets, cash and bank balances etc.) acquired by the Demerged Company after the Appointed Date and prior to the Effective Date for operation of the Demerged Undertaking or pertaining to the Demerged Undertaking shall be deemed to have been acquired for and on behalf of the Resulting Company.



- 5.5. In respect of such of the assets of the Demerged Undertaking as are movable in nature or are otherwise capable of being transferred by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered by the Demerged Company and shall become the property of the Resulting Company as an integral part of the Demerged Undertaking transferred to it. Such delivery shall be made on a date mutually agreed upon between the Board of the Demerged Company and the Board (or a duly authorized committee) of the Resulting Company.
- 5.6. In respect of movables of the Demerged Undertaking other than those specified in Clause 5.5 above, which are to be transferred to the Resulting Company, including sundry debtors, future receivables, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, deposits and balances, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, it shall not be necessary to obtain the consent of any third party or other person in order to give effect to the provisions of this sub-clause, and such transfer shall be effected by notice to the concerned persons, or in any manner as may be mutually agreed by the Demerged Company and the Resulting Company.
- 5.7. In respect of such of the assets of the Demerged Undertaking other than those referred to in Clauses 5.5 and 5.6 above, the same shall, as more particularly provided in Clause 5.1 above, without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in the Resulting Company on the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act and any other provisions of law as applicable.
- 5.8. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, in accordance with the provisions of relevant laws, consents, permissions, licenses, registrations, certificates, authorities (including for the operation of bank accounts), powers of attorneys given by, issued to or executed in favour of the Demerged Company and the rights and benefits under the same shall, in so far as they relate to the Demerged Undertaking and all



certifications and approvals, trademarks, patents and domain names, copyrights, industrial designs, trade secrets, product registrations and other intellectual property rights and all other interests relating to the Demerged Undertaking, be transferred to and vested in the Resulting Company.

5.9. In so far as the various incentives, subsidies (including applications for subsidies), grants, special status and other benefits or privileges granted by any Government body, local authority or by any other person, enjoyed or availed of by the Demerged Company are concerned, the same shall, without any further act or deed, in so far as they relate to the Demerged Undertaking, vest with and be available to the Resulting Company on the same terms and conditions.

5.10. It is clarified that, upon the coming into effect of the Scheme, the following liabilities and obligations of the Demerged Company as on the Appointed Date and being a part of the Demerged Undertaking shall, without any further act or deed be and shall stand transferred to the Resulting Company, and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in and shall be exercised by or against the Resulting Company as if it had entered into such loans or incurred such borrowings and the Resulting Company undertakes to meet, discharge and satisfy the same:

- (i) the liabilities which directly and specifically arose out of the activities or operations of the Demerged Undertaking;
- (ii) specific loans or borrowings raised, incurred and utilized solely for the activities or operations of the Demerged Undertaking;
- (iii) in cases other than those referred to in sub-clauses (i) and (ii) above, proportionate part of the general or multipurpose borrowings and liabilities of the Demerged Company allocable to the Demerged Undertaking in the same proportion in which the value of the assets of the Demerged Company transferred under this Scheme bears to the total value of the assets of the Resulting Company immediately before the Demerger.

5.11. All loans raised and used and all liabilities and obligations incurred by the Demerged Company for the operations of the Demerged Undertaking after



the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Resulting Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to the Resulting Company and shall become its liabilities and obligations.

5.12. Upon the coming into effect of this Scheme, the balances as on the Appointed Date, of general or multipurpose borrowings shall be transferred to and assumed by the Resulting Company in the proportion provided in Clause 5.10 above. Thus, the primary obligation to redeem or repay such transferred liabilities shall be that of the Resulting Company. However, without prejudice to such transfer of proportionate liability amount, where considered necessary for the sake of convenience and towards facilitating single point creditor discharge, the Resulting Company may discharge such liability (including accretions thereto) by making payments on the respective due dates to the Resulting Company, which in turn shall make payments to the respective creditors.

5.13. Upon the coming into effect of this Scheme, in so far as the security in respect of the liabilities of the Demerged Company as on the Appointed Date is concerned, it is hereby clarified that the Demerged Company and the Resulting Company shall, subject to confirmation by the concerned creditor(s), mutually agree upon and arrange for such security as may be considered necessary to secure such liabilities.

Provided however, any reference in any security documents or arrangements (to which SMISL is a party) to the assets of the Demerged Company offered or agreed to be offered as security for any financial assistance or obligations pertaining to the Demerged Undertaking, shall be construed as reference only to the assets pertaining to the Demerged Undertaking of the Demerged Company as are vested in the Resulting Company by virtue of the aforesaid Clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the Demerged Company or any of the assets of the Resulting Company, save and except as may be otherwise agreed between the Demerged Company, the Resulting Company and the respective lender(s). It is further clarified that upon the coming into effect of this Scheme, in the event any security,



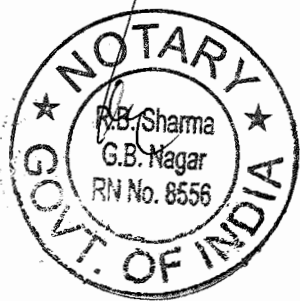
charge and/ or mortgage is extended over the assets of the Demerged Company in respect of any financial assistance or obligations pertaining to the Demerged Undertaking vested in the Resulting Company, such security, charge and/ or mortgage shall be deemed to be carried out as an integral part of the Scheme and all applicable compliances/ clearances/ permissions of regulatory authorities and no separate approvals shall be required.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the Resulting Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of the Demerged Company vested in the Resulting Company.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Demerged Company which shall vest in the Resulting Company by virtue of the Demerger of the Demerged Undertaking into the Resulting Company and the Resulting Company shall not be obliged to create any further or additional security thereof after the Scheme has become operative.

5.14. Upon the coming into effect of this Scheme, the borrowing limits of the Resulting Company in terms of Section 180(1)(c) of the Act shall be deemed without any further act or deed to have been enhanced by the aggregate liabilities of the Demerged Company which are being transferred to the Resulting Company pursuant to the Scheme, such limits being incremental to the existing limits of the Resulting Company, with effect from the Appointed Date.

5.15. The provisions of this Clause insofar as they relate to the transfer of liabilities to the Resulting Company shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/ or superseded by the foregoing provisions.

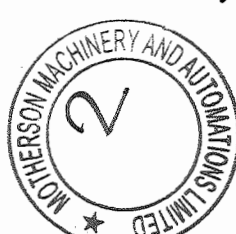


- 5.16. It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause.
- 5.17. It is hereby clarified that all assets and liabilities of the Demerged Undertaking shall be transferred at values appearing in the books of account of the Demerged Company as on the Appointed Date which are set forth in the closing balance sheet of the Demerged Company as of the close of business hours on the date immediately preceding the Appointed Date.
- 5.18. All cheques and other negotiable instruments, payment order, electronic fund transfers (like NEFT, RTGS, etc.) received or presented for encashment which are in the name of the Demerged Company (in relation to the Demerged Undertaking) after the Effective Date shall be accepted by the bankers of the Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company or received through electronic transfers. Similarly, the banker of the Resulting Company shall honour all cheques/ electronic fund transfer instructions issued by the Resulting Company (in relation to the Demerged Undertaking) for payment after the Effective Date. If required, the bankers of the Demerged Company and the Resulting Company shall allow maintaining and operating of the bank accounts (including banking transactions carried out electronically) in the name of the Demerged Company by the Resulting Company in relation to the Demerged Undertaking for such time as may be determined to be necessary by the Resulting Company for presentation and deposition of cheques, pay order and electronic transfers that have been issued/made in the name of the Resulting Company.

6.

LEGAL PROCEEDINGS

All legal or other proceedings of whatsoever nature by or against the Demerged Undertaking pending and/ or arising on or after the Appointed Date and relating to the Demerged Undertaking or its properties, assets, debts, liabilities, duties and obligations, shall be continued and/ or enforced until the Effective Date as desired by the Resulting Company and as and from the Effective Date shall be continued and enforced by or against the



Resulting Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company. On and from the Effective Date, the Resulting Company shall and may, if required, initiate any legal proceedings in its name in relation to the Demerged Undertaking in the same manner and to the same extent as would or might have been initiated by the Resulting Company.

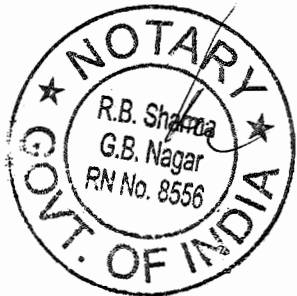
7. CONTRACTS AND DEEDS

7.1. Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, insurance policies and other instruments, if any, of whatsoever nature to which SMISL (to the extent related to the Demerged Undertaking) is a party and subsisting or having effect on the Effective Date shall be in full force and effect against or in favour of the Resulting Company, as the case may be, and may be enforced by or against the Resulting Company as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party thereto. The Resulting Company may enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Demerged Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. The Resulting Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Demerged Company and to implement or carry out all formalities required on the part of the Demerged Company to give effect to the provisions of this Scheme.

8. BUSINESS AND PROPERTY IN TRUST

8.1. As and from the Appointed Date, up to and including the Effective Date:

- (i) Demerged Company (to the extent of the Demerged Undertaking), shall carry on and be deemed to have carried on its business and activities and shall stand possessed of all the assets and properties, in trust for the Resulting Company and shall account for the same to the Resulting Company.



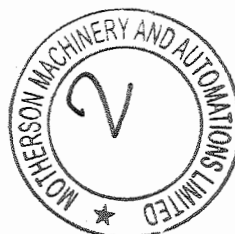
- (ii) Income or profit accruing or arising to the Demerged Undertaking and all costs, charges, expenses and losses or taxes incurred by the Demerged Undertaking shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes, as the case may be, of the Resulting Company and shall be available to the Resulting Company for being disposed off in any manner as it thinks fit.

9. CONDUCT OF BUSINESS

9.1. With effect from the date of approval of the Scheme by the Board of SMISL, and up to the Effective Date:

- (i) Demerged Company (to the extent related to the Demerged Undertaking) shall carry on its business with reasonable diligence and in the same manner as it had been doing hitherto fore, and the Demerged Company shall not alter or substantially expand the business of the Demerged Undertaking, except with the written concurrence of the Resulting Company.
- (ii) Demerged Company shall not, without the written concurrence of the Resulting Company, transfer, alienate, charge or encumber any business activity of the Demerged Undertaking, or properties (including intellectual property), rights or assets of the Demerged Undertaking, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of SMISL.

It is further clarified that upon receipt of the written concurrence of the Resulting Company, the Demerged Company may transfer, alienate, charge or encumber any business activity of the Demerged Undertaking, or properties (including intellectual property), rights or assets of the Demerged Undertaking, for cash or any other consideration. Further, any such consideration received by the Demerged Company shall constitute a part of the Demerged Undertaking.



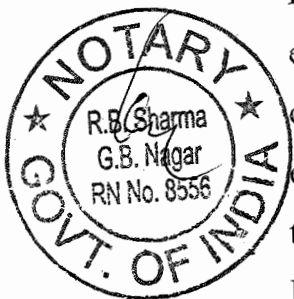
(iii) Demerged Company (to the extent of the Demerged Undertaking) shall not without the written concurrence of the Resulting Company, vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of SMISL, the terms and conditions of employment of any of its employees, nor shall it conclude settlement with employees. The Demerged Company (to the extent of the Demerged Undertaking) shall not without the written concurrence of the Resulting Company, vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of the Demerged Company, the terms and conditions of employment of any of its employees, nor shall it conclude settlement with employees.

10. SAVING OF CONCLUDED TRANSACTIONS

10.1. The transfer and vesting of the assets, liabilities and obligations of the Demerged Undertaking and the continuance of proceedings by or against the Resulting Company shall not affect any transaction or proceedings already concluded by the Demerged Undertaking on or before the date when the Demerged Company adopts the Scheme in its Board meeting, and after the date of such adoption till the Effective Date, to the end and intent that the Resulting Company accepts and adopts all acts, deeds and things done and executed by the Demerged Undertaking in respect thereto as done and executed on behalf of itself.

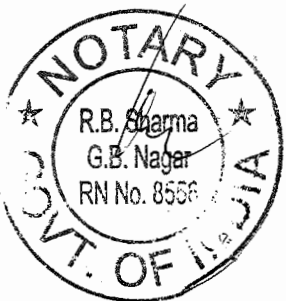
11. STAFF AND EMPLOYEES

11.1. Upon the Scheme coming into effect, all staff and employees of the Demerged Undertaking shall be deemed to have become staff and employees of the Resulting Company without any break in their service and on the basis of continuity of service and the terms and conditions of their employment with the Resulting Company shall not be less favourable than those applicable to them with reference to the Demerged Company on the Effective Date.



11.2. Upon the Scheme coming into effect, the accounts of the staff and employees of the Demerged Undertaking relating to provident fund, gratuity and any other trusts/ funds shall be identified, determined and transferred to the respective funds/ trusts of the Resulting Company and the staff and employees shall be deemed to have become members of such funds/ trusts of the Resulting Company. Demerged Company shall take all steps necessary for the transfer of the provident fund, gratuity trust and any other fund of employees, pursuant to the Scheme, to the Resulting Company. The obligation to make contributions to the said fund or funds shall be transferred to the Resulting Company from the Effective Date in accordance with the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Resulting Company (to the extent related to the Demerged Undertaking) in relation to such fund or funds shall become those of the Resulting Company and all the rights, duties and benefits of the staff and employees employed in the Demerged Company (to the extent related to the Demerged Undertaking) under such funds and trusts shall be protected, subject to the provisions of law for the time being in force. The obligation to make contributions to the said fund or funds shall be transferred to the Resulting Company from the Effective Date in accordance with the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Demerged Company (to the extent related to the Demerged Undertaking) in relation to such fund or funds shall become those of the Resulting Company and all the rights, duties and benefits of the staff and employees employed in the Demerged Company (to the extent related to the Demerged Undertaking) under such funds and trusts shall be protected, subject to the provisions of law for the time being in force.

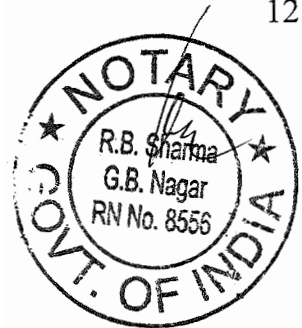
Upon the Scheme coming into effect, until such time that the Resulting Company creates its own funds, the Resulting Company may continue to make contributions pertaining to the staff and employees of the Demerged Undertaking to the relevant funds of the Demerged Company and such contributions pertaining to the staff and employees of the Demerged Undertaking shall be transferred by the Demerged Company to the funds of the Resulting Company as and when created. Demerged Company shall take all steps necessary for the transfer of the provident fund, gratuity trust and



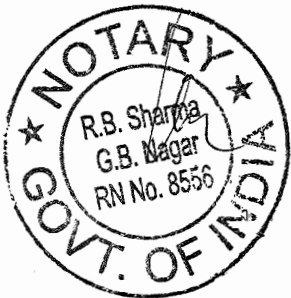
any other fund of staff and employees, pursuant to the Scheme, to the Resulting Company.

12. TREATMENT OF TAX

- 12.1. Resulting Company will be the successor of the Demerged Company *vis-à-vis* the Demerged Undertaking. Hence, it will be deemed that the benefits of any tax credits whether central, state, or local, availed *vis-à-vis* the Demerged Undertaking and the obligations, if any, for payment of taxes on any assets of the Demerged Undertaking shall be deemed to have been availed by the Resulting Company or be deemed to be the obligation of the Resulting Company, as the case may be.
- 12.2. With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess, receivables/payables by the Demerged Company relating to the Demerged Undertaking including all or any refunds/credits/claims relating thereto shall be treated as the asset/liability or refund/credit/claims, as the case may be, of the Resulting Company.
- 12.3. Benefit of all available accumulated tax losses including brought forward business loss, unabsorbed depreciation, etc., relating to the Demerged Undertaking as on and up to the Appointed Date, shall be available to the Resulting Company subject to compliance with and in accordance with the provisions of Section 72A of Income Tax Act. Where such loss or unabsorbed depreciation is not directly relatable to the Demerged Undertaking transferred to the Resulting Company, it shall be apportioned between the Demerged Company and the Resulting Company in accordance with the provisions of Section 72A of the Income Tax Act.
- 12.4. Demerged Company and the Resulting Company are expressly permitted to revise their tax returns including tax deducted at source ("TDS") certificates/ returns and to claim refund, advance tax, credits, Goods and Service Tax ("GST"), excise and GST credits, set off etc., on the basis of the accounts of the Demerged Undertaking as vested with the Resulting Company upon coming into effect of this Scheme. Such returns may be revised and filed notwithstanding that the statutory period for such revision and filing may have expired.



- 12.5. Any refund, under the income tax, GST, service tax laws, excise duty laws, central sales tax, applicable State Value Added Tax laws or other Applicable Law, dealing with taxes/ duties/ levies due to Demerged Undertaking of the Demerged Company consequent to the assessment made on the Demerged Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Resulting Company upon this Scheme becoming effective.
- 12.6. The tax payments (including, without limitation income tax, GST, service tax, excise duty, central sales tax, applicable state value added tax, etc.) whether by way of TDS, advance tax, all earnest monies, security deposits, provisional payments, payment under protest, or otherwise howsoever, by the Demerged Company with respect to the Demerged Undertaking after the Appointed Date, shall be deemed to be paid by the Resulting Company and shall, in all proceedings, be dealt with accordingly.
- 12.7. Further, any TDS by the Demerged Company/ Resulting Company with respect to Demerged Undertaking on transactions with the Demerged Company/ Resulting Company, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Resulting Company and shall, in all proceedings, be dealt with accordingly.
- 12.8. Obligation for deduction of tax at source on any payment made by or to be made by the Demerged Company shall be made or deemed to have been made and duly complied with by the Resulting Company.
- 12.9. Any actions taken by the Demerged Company to comply with Tax Laws (including payment of Taxes, maintenance of records, payments, returns, Tax filings, etc.) in respect of the Demerged Undertaking on and from the Appointed Date up to the Effective Date shall be considered as adequate compliance by the Demerged Company with such requirements under Tax Laws and such actions shall be deemed to constitute adequate compliance by the Resulting Company with the relevant obligations under such Tax Laws.



12.10. Upon the Scheme becoming effective, all unavailed credits and exemptions, benefit of carried forward losses, unabsorbed depreciation and other statutory benefits, including in respect of income tax, goods and service tax, cenvat, customs, applicable state value added tax, sales tax, service tax etc. relating to the Demerged Undertaking to which the Demerged Company is entitled to shall be available to and vest in the Resulting Company, without any further act or deed.

12.11. The Board of the Demerged Company and the Resulting Company shall mutually determine if any specific tax liability or any tax proceeding relates to the Demerged Undertaking and whether the same would be transferred to the Resulting Company.

12.12. All the expenses in relation to the Demerger as per this Scheme, including stamp duty expenses, if any, shall be incurred and allowed as deduction to SMISL/ SAMIL (*as mutually agreed*) in accordance with Section 35DD of the Income Tax Act over a period of 5 (five) years beginning with the previous year in which this Scheme becomes effective.

13. DIVIDENDS

13.1. Demerged Company and the Resulting Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period after the Appointed Date and prior to the Effective Date.

13.2. The holders of the shares of the Demerged Company and the Resulting Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective articles of association including the right to receive dividends.

13.3. It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of the Demerged Company and/or the Resulting Company to demand or claim any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective Board of

Directors of the Demerged Company and the Resulting Company and



subject to the approval of the shareholders of the Demerged Company and the Resulting Company respectively.

14. ISSUE OF SHARES

14.1. Since the Demerged Company is 100% (one hundred percent) subsidiary of the Resulting Company, no shares will be issued by the Resulting Company.

15. ACCOUNTING TREATMENT

In the books of the Demerged Company

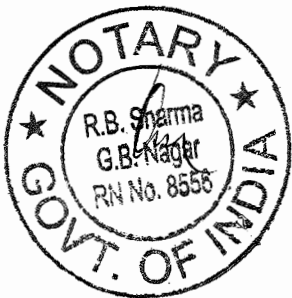
15.1. Notwithstanding anything else contained in the Scheme, the Demerged Company shall account for transfer / Demerger of the Demerged Undertaking in accordance with Indian Accounting Standards notified under Section 133 of the Act, under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time (Ind AS), other accounting principles generally accepted in India and any other applicable provisions and laws for the time being in force.

15.1.1 The Demerged Company shall de-recognize from its books, the book value of assets and liabilities of the Demerged Undertaking transferred to the Resulting Company under this Scheme.

15.1.2 The carrying amount of net assets derecognised in this manner shall be adjusted against existing balance of capital reserve and any difference remaining shall be adjusted through retained earnings of the Demerged Company.

15.1.3 For accounting purpose, the Scheme will be given effect from the date when all substantial conditions for the transfer of Demerged Undertaking are completed.

15.1.4 Any matter not dealt with in Clause 15.1 hereinabove shall be dealt with in accordance with the accounting standards applicable to the Demerged Company.



In the books of the Resulting Company

15.2. Notwithstanding anything else contained in the Scheme, the Resulting Company shall account for the Demerged Undertaking, vested in it pursuant to Part - B of the Scheme, in its books of accounts in accordance with the "Pooling of Interest Method" of accounting as laid down in Appendix C of Ind AS 103 (Business Combinations of entities under common control) notified under Section 133 of the Act, under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time, and any other applicable provisions and laws for the time being in force.

15.2.1. Resulting Company shall record all the assets and liabilities (except investment in subsidiary, associate and joint venture companies) pertaining to the Demerged Undertaking vested in it pursuant to this part of the Scheme at their respective carrying values as appearing in the consolidated financial statements of the Resulting Company.

15.2.2. Resulting Company shall record all the investment in subsidiary companies vested in it pursuant to this part of the Scheme at an amount equal to the carrying amount of assets less liabilities less non-controlling interest (if any) and less reserves of the respective subsidiary company as appearing in the consolidated financial statements of the Resulting Company.

15.2.3. Resulting Company shall record all the investments in joint venture and associate companies vested in it pursuant to this part of the Scheme at an amount equal to their respective carrying amounts as appearing in the consolidated financial statements of the Resulting Company (a) less share of profit, other comprehensive income (OCI) and other increases in equity which were added to investment, (b) plus share of loss, other comprehensive loss (OCL) and other decreases in equity which were reduced from investment, through the use of equity method in the current and/ or earlier years.

15.2.4. The carrying amount of investment in the Demerged Company as recorded in the books of the Resulting Company shall be reduced for erosion (if any) arising in the value pursuant to the Demerger.



The erosion shall be determined in a manner that carrying amount of the investment is allocated between Demerged Undertaking and Remaining Business retained by the Demerged Company in a fair and appropriate manner. Resulting Company shall credit the investment in the Demerged Company for the erosion in value determined in such a manner.

15.2.5. To the extent that there are inter-company loans, advances, deposits, balances or other obligations between Demerged Undertaking and Resulting Company, the obligation in respect thereof will come to an end and corresponding effect shall be given in the books of accounts and records of Resulting Company for the reduction of any assets or liabilities, as the case may be.

15.2.6. The surplus, if any, arising after taking the effect of sub-clauses 15.2.1, 15.2.2, 15.2.3, 15.2.4 and 15.2.5, shall be transferred to capital reserve in the financial statements of the Resulting Company. The deficit, if any arising after taking the effect of sub-clauses 15.2.1, 15.2.2, 15.2.3, 15.2.4 and 15.2.5 and adjustment of previously existing credit balance in capital reserve, if any, shall be debited to retained earnings in the financial statements of the Resulting Company.

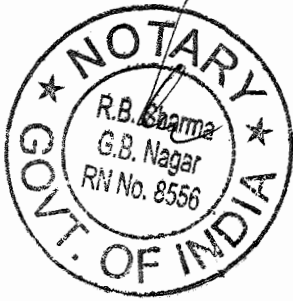
15.2.7. In case of any differences in accounting policies between Demerged Company and Resulting Company, the accounting policies followed by Resulting Company shall prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies.

15.2.8. Comparative financial information in the financial statements of the Resulting Company shall be restated for the accounting impact of Demerger, as stated above, as if the Demerger had occurred from the beginning of the comparative period.

15.2.9. For accounting purpose, the Scheme will be given effect from the date when all substantial conditions for the transfer of Demerged Undertaking are completed.



15.2.10. Any matter not dealt with in Clause 15.2 hereinabove shall be dealt with in accordance with the accounting standards applicable to the Resulting Company.



PART - C

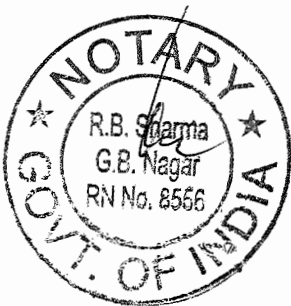
AMALGAMATION OF SAMVARDHANA MOTHERSON AUTO SYSTEM PRIVATE LIMITED (SMAS) WITH SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED (SAMIL)

16. TRANSFER OF ASSETS

16.1. Pursuant to the sanction of this Scheme by the NCLT in accordance with the provisions of Sections 230 to 232 of the Act and other applicable provisions, if any, of the Act, and upon this Scheme becoming effective, the Undertaking of SMAS shall be and stand transferred to and be vested in or be deemed to have been transferred to and be vested in SAMIL with effect from the Appointed Date together with all assets, properties, estate, rights, title and authorities, benefits, claims, liabilities and interest therein of every description, subject to existing charges thereon in favour of the banks and financial institutions or otherwise, as the case may be, whether or not included in the books of accounts of SMAS without any further act, instrument or deed, matter or thing to be made, done or executed so as to become as and from the Appointed Date, the Undertaking of SAMIL together with all assets, properties, estate, rights, title and authorities, benefits, claims, liabilities and interest therein of every description, by virtue of and in the manner provided in this Scheme.

16.2. Without prejudice to the generality of above, with effect from the Appointed Date, all the estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances relating to the Undertaking of SMAS, of whatsoever nature and wherever situated, whether or not included in the books of SMAS shall, subject to the provisions of this Clause in relation to the mode of vesting and without any further act, deed, matter or thing, be and stand transferred to and vested in or shall be deemed to have been transferred to and vested in SAMIL so as to become as and from the Appointed Date, the Undertaking, including estate, assets, rights, claims, title, interest and authorities of SAMIL.

16.3. For the avoidance of doubt and without prejudice to the generality of Clauses 16.1, 16.2 and 16.4 below, it is clarified that, with respect to the

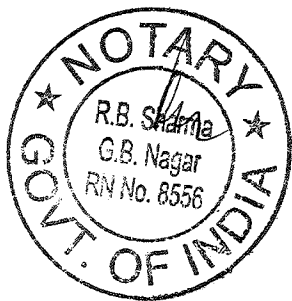


immovable properties of SMAS in the nature of land and buildings, the parties shall register the true copy of the orders of the Tribunal approving the Scheme with the offices of the relevant Sub-registrar of Assurances or similar registering authority having jurisdiction over the location of such immovable property and shall also execute and register, as required, such other documents as may be necessary in this regard. For the avoidance of doubt, it is clarified that any document executed pursuant to this Clause 16.3 or Clause 16.4 below will be for the limited purpose of meeting regulatory requirements and shall not be deemed to be a document under which the transfer of any property of SMAS takes place and the assets and liabilities of SMAS shall be transferred solely pursuant to and in terms of this Scheme and the order of the Tribunal sanctioning this Scheme.

16.4. All lease and license agreements entered by SMAS with various landlords, owners and lessors in connection with the use of the assets of SMAS, together with security deposits, shall subject to the necessary approvals (wherever applicable) stand automatically transferred in favour of SAMIL on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed. SAMIL shall continue to pay rent amounts as provided for in such agreements and shall comply with the other terms, conditions and covenants thereunder and shall also be entitled to refund of security deposits paid under such agreements by SMAS.

16.5. In respect of such of the assets relating to the Undertaking of SMAS as are movable in nature or are otherwise capable of being transferred by delivery of possession, payment or by endorsement and delivery, the same may be so transferred by SMAS and shall become the Undertaking and property of SAMIL with effect from the Appointed Date without requiring any deed or instrument of conveyance for transfer of the same.

16.6. In respect of such of the assets belonging to the Undertaking of SMAS other than those referred to in Clause 16.2 above, the same shall, as more particularly provided in Clause 16.5 above, without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in SAMIL with effect from the Appointed Date.



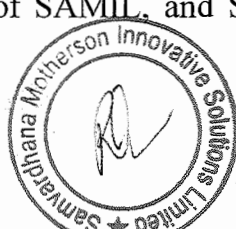
16.7. Any assets in respect of the Undertaking acquired by SMAS after the Appointed Date but prior to the Effective Date shall upon coming into effect of the Scheme and also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in SAMIL upon coming into effect of this Scheme.

17. CONTRACTS, DEEDS, LICENSES, ETC.

17.1. Upon coming into effect of this Scheme and subject to the provisions of this Scheme, in respect of the Undertaking of SMAS, all contracts, deeds, bonds agreements, schemes, arrangements and other instruments of whatsoever nature to which SMAS is a party or to the benefit of which SMAS may be eligible or for the obligations of which SMAS may be liable, and which are subsisting or having effect on the Appointed Date, shall continue in full force and effect on or against or in favour, as the case may be, of SAMIL and may be enforced fully and effectually as if, instead of SMAS, SAMIL had been a party or beneficiary or obligee thereto.

17.2. Without prejudice to the other provisions of this Scheme, SAMIL may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement relating to the Undertaking of SMAS to which SMAS is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. SAMIL shall, under the provisions of Part - C of this Scheme, be deemed to be authorized to execute any such writings as a successor of SMAS and to carry out and perform all such formalities or compliances referred to above on the part of SMAS to be carried out or performed.

17.3. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon coming into effect of this Scheme and subject to the Applicable Laws, in respect of the Undertaking of SMAS, all consents, permissions, licenses, certificates, clearances, authorities, power of attorney given by, issued to or executed in favour of SMAS shall stand transferred to SAMIL as if the same were originally given by, issued to or executed in favour of SAMIL, and SAMIL shall be bound by the terms



thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to SAMIL. SAMIL shall make applications to any Appropriate Authority as may be necessary in this behalf.

17.4. Any contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature to which SMAS is a party or to the benefit of which SMAS, in respect of the Undertaking of SMAS, may be eligible or for the obligations of which SMAS may be liable, entered by SMAS after the Appointed Date but prior to the Effective Date shall upon coming into effect of this Scheme also without any further act, instrument or deed shall, continue to be in force and effect on or against or in favour, as the case may be, of SAMIL and may be enforced fully and effectually as if, instead of SMAS, SAMIL had been a party or beneficiary or obligee thereto.

17.5. On and from the Effective Date and till such time that the names of the bank accounts of SMAS have been replaced with that of SAMIL, SAMIL shall be entitled to maintain the bank accounts of SMAS in its name and for such time as may be determined to be necessary by SAMIL. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of SMAS after the Effective Date shall be accepted by the bankers of SAMIL and credited to the account of SAMIL, as if presented by SAMIL.

17.6. Without prejudice to the provisions of Clause 17.1 to Clause 17.4, with effect from the Appointed Date and upon occurrence of the Effective Date, all inter-company transactions between SMAS and SAMIL, if any, that have not been completed, shall stand cancelled and cease to operate.

18. TRANSFER OF DEBTS AND LIABILITIES

18.1. With effect from the Appointed Date, in respect of the Undertaking of SMAS, all debts, liabilities, loans raised and used, duties and obligations of SMAS, whether or not recorded in its books and records shall, under the provisions of Sections 230 to 232 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 be transferred to and



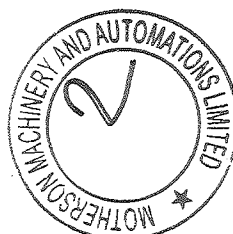
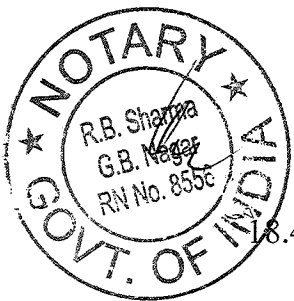
vested in SAMIL to the extent that they are outstanding on the Appointed Date so as to become as and from the Appointed Date, the debts, liabilities, loans, obligations and duties of SAMIL on the same terms and conditions as were applicable to SMAS, and SAMIL shall meet, discharge and satisfy the same 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 debts or liabilities have arisen in order to give effect to the provisions of this Clause 18.

18.2. Where any of the liabilities and obligations of SMAS in respect of the Undertaking of SMAS, as on the Appointed Date, deemed to be transferred to SAMIL have been discharged by SMAS after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of SAMIL, and all liabilities and obligations incurred by SMAS after the Appointed Date and prior to the Effective Date, shall also without any further act or deed be and stand transferred to SAMIL and shall become the liabilities and obligations of SAMIL which shall meet, discharge and satisfy the same to the exclusion of SMAS.

18.3. All Encumbrances relating to the Undertaking of SMAS, if any, existing prior to the Appointed Date over the assets of SMAS shall, after the Appointed 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 Appointed Date.

Provided further that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by SMAS which shall vest in SAMIL by virtue of the Amalgamation of SMAS with SAMIL and SAMIL shall not be obliged to create any further or additional security therefore after the Scheme becomes operative.

18.4. Without prejudice to the provisions of the foregoing Clauses, SAMIL shall execute any instrument(s) and/ or document(s) and/ or do all acts and deeds as may be required, including the filing of necessary particulars and/ or modification(s) of charge, with the jurisdictional RoC to give formal effect to the above provisions, if required.



18.5. Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Clause 18 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 shall stand modified and/ or superseded by the forgoing provisions.

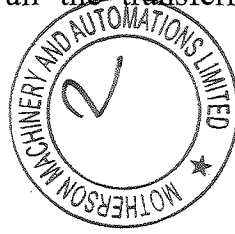
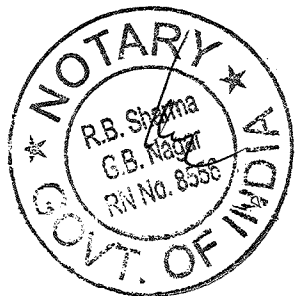
19. LEGAL, TAXATION AND OTHER PROCEEDINGS

19.1. Upon coming into effect of this Scheme, in respect of the Undertaking of SMAS, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal or courts), by or against SMAS, under any statute, pending on the Appointed Date, shall be continued and enforced by or against SAMIL as effectually and in the same manner and to the same extent as if the same had been instituted by or against SAMIL.

20. STAFF AND EMPLOYEES

20.1. On the Scheme becoming effective in respect of the Undertaking of SMAS, all staff and employees of SMAS as on the Effective Date shall be deemed to become staff and employees of SAMIL, without any break or interruption in their services and on the basis of continuity of service, on the terms & conditions no less favourable than existing terms & conditions including benefits, incentives, employee stock options etc., on which they are engaged as on the Effective Date by SMAS.

20.2. Upon the Effective Date and with effect from the Appointed Date, in respect of the Undertaking of SMAS, all contributions to funds and schemes in respect of provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme or any other special schemes or benefits created or existing for the benefit of such staff and employees of SMAS shall be made by SAMIL in accordance with the provisions of such schemes or funds and Applicable Law. For the avoidance of doubt, it is clarified that upon this Scheme becoming effective, the aforesaid benefits or schemes shall continue to be provided to the transferred staff and employees and the services of all the transferred staff and

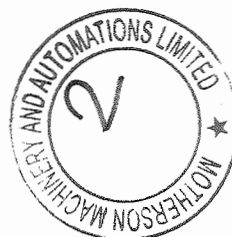
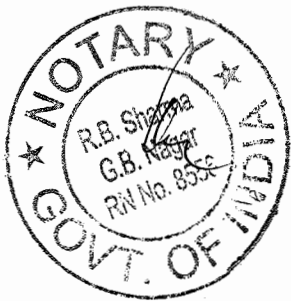


employees of SMAS for such purpose shall be treated as having been continuous. SAMIL undertakes that for the purpose of payment of any retrenchment compensation, severance pay, gratuity and other statutory / leave / terminal benefits to the staff and employees of SMAS, the past services of such staff and employees with SMAS shall also be taken into account and SAMIL shall make the payment of retrenchment compensation, severance pay, gratuity and other statutory / leave / terminal benefits accordingly, as and when such amounts are due and payable.

- 20.3. Subject to the Applicable Law, in respect of the Undertaking of SMAS, the existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, the staff welfare scheme and any other schemes or benefits created by SMAS for the staff and employees shall be continued on the same terms and conditions and/or be transferred to the existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme, etc., being maintained by SAMIL without any separate act or deed/ approval. SAMIL shall make all necessary arrangements as required in respect of payment pertaining to provident fund to the staff and employees of SMAS and its own staff and employees.

21. TREATMENT OF TAXES AND CONSEQUENTIAL MATTERS RELATING TO TAX

- 21.1. This Scheme complies with the conditions relating to "Amalgamation" as specified under Section 2(1B), Section 47 and other relevant sections and provisions of the Income Tax Act and is intended to apply accordingly. If any terms or clauses or provisions of the Scheme is/ are found to be or interpreted to be inconsistent with any of the said provisions (including the conditions set out therein) at a later date whether as a result of a new enactment or any amendment or coming into force of any provision of the Income Tax Act or any other law or any judicial or executive interpretation or for any other reasons whatsoever, the provisions of the said sections of the Income Tax Act shall prevail and the Scheme to stand modified to the extent necessary to comply with said sections of the Income Tax Act. Such modification will however not affect other parts of the Scheme.



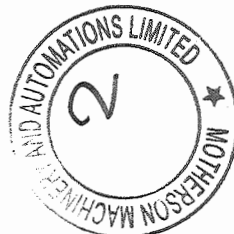
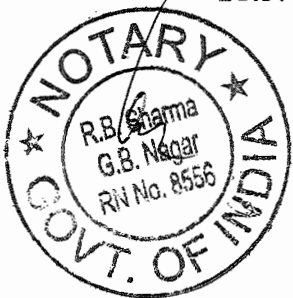
21.2. Upon this Scheme becoming effective:

- (a) To the extent required, SMAS and SAMIL shall be permitted to revise and file their respective income tax returns along with the prescribed forms, filings and annexures under the Income Tax Act, withholding tax returns, sales tax, value added tax, goods and service tax, central sale tax, entry tax, CENVAT, goods and services tax returns and any other tax returns. Such returns may be revised and filed notwithstanding that the period for filing/ revising such returns may have lapsed; and
- (b) SAMIL shall be entitled to: (a) claim deduction with respect to items such as provisions, expenses etc. disallowed in earlier years in the hands of SMAS, which may be allowable in accordance with the provisions of the Income Tax Act on or after the Appointed Date and (b) exclude items such as provisions, reversals, etc. for which no deduction or Tax benefit has been claimed by SMAS prior to the Appointed Date.

21.3. Upon the Scheme becoming effective, notwithstanding anything to the contrary contained in the provisions of this Scheme, minimum alternate tax credit, if any of SMAS as on the Appointed Date, shall, for all purposes, be treated as minimum alternate tax credit of SAMIL.

21.4. Upon the Scheme becoming effective, SAMIL shall be entitled to claim refunds (including refunds or claims pending with the Tax authorities) or credits, with respect to taxes paid by, for, or on behalf of, SMAS under Applicable Law (including Tax laws).

21.5. Upon the Scheme becoming effective, all Taxes (including advance Tax payments, Tax deducted at source, minimum alternate Tax, refunds etc.), cess, duties and liabilities (direct and indirect), payable or receivable, by or on behalf of SMAS, shall, for all purposes, be treated as Taxes (including advance Tax payments, Tax deducted at source, minimum alternate Tax, refunds etc.), cess, duties and liabilities, as the case may be, payable or receivable by SAMIL.



21.6. Upon the Scheme becoming effective, all unavailed credits, carry forward of losses permitted under Applicable Laws, statutory benefits and exemptions and other statutory benefits, including in respect of income tax, CENVAT customs, value added tax, sales tax, service tax, entry tax and good and service tax to which SMAS is entitled shall be available to and vest in SAMIL without any further act or deed.

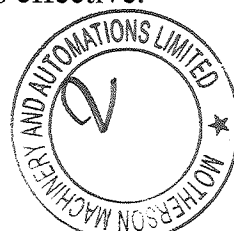
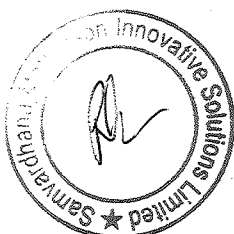
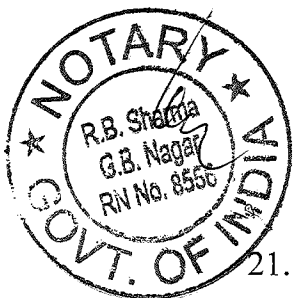
21.7. Any Tax liability under the Income Tax Act, or any other applicable Tax laws or regulations allocable to SMAS whether or not provided for or covered by any tax provisions in the accounts of SMAS made as on the Appointed Date shall be transferred to SAMIL. Any surplus in the provision for Taxation or duties or levies in the accounts of SMAS including advance Tax and Tax deducted at source as on the Appointed Date will also be transferred to the account of SAMIL.

21.8. All Tax assessment proceedings and appeals of whatsoever nature by or against SMAS, pending or arising as at the Appointed Date, shall be continued and/ or enforced by or against SAMIL in the same manner and to the same extent as would or might have been continued and enforced by or against SMAS. Further, the proceedings shall neither abate or be discontinued nor be in any way prejudicially affected by reason of the Amalgamation of SMAS with SAMIL or anything contained in this Scheme.

21.9. Any refund under the Income Tax Act or any other tax laws related to or due to SMAS including those for which no credits are taken as on the Appointed Date, shall also belong to and be received by SAMIL.

21.10. Upon the Effective Date, any Tax deposited, certificates issued or returns filed by SMAS relating to SMAS shall continue to hold good as if such amounts were deposited, certificates were issued, and returns were filed by SAMIL.

21.11. All the expenses in relation to the Amalgamation of SMAS with SAMIL as per this Scheme, including stamp duty expenses, if any, shall be incurred and allowed as deduction to SAMIL in accordance with Section 35DD of the Income Tax Act over a period of 5 (five) years beginning with the previous year in which this Scheme becomes effective.



21.12. Without prejudice to the generality of the above, all benefits, incentives, claims, losses, credits (including income Tax, service Tax, excise duty, goods and service Tax and applicable state value added Tax) to which SMAS is entitled to in terms of applicable Tax laws shall be available to and vest in SAMIL from the Appointed Date.

22. CORPORATE APPROVALS

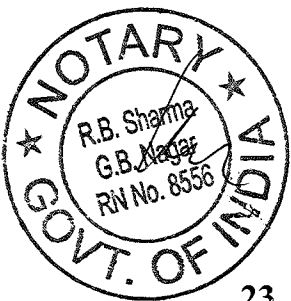
22.1. The benefits of any and all corporate approvals as may have already been taken by SMAS, under the Applicable Laws in respect of the Undertaking of SMAS, whether being in the nature of compliances or otherwise, shall without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred and vested in SAMIL by operation of law, and the said corporate approvals and compliances shall be deemed to have originally been taken/complied with by SAMIL.

22.2. The resolutions, power of attorneys, if any, of SMAS which are valid and subsisting on the Effective Date, shall without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, continue to be valid and subsisting and be considered as resolutions of SAMIL and if any such resolutions have any monetary limits approved under the provisions of the Act, or other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by SAMIL and shall constitute the aggregate of the said limits in SAMIL including but not limited to the investment limits, borrowing limits and approvals for related party transactions.

23. CONDUCT OF BUSINESS TILL THE EFFECTIVE DATE

With effect from the Appointed Date and until the Effective Date:

23.1. SMAS shall carry on, continue carrying on and/or deemed to be carrying on its business and activities relating to the Undertaking of SMAS and shall hold possession of all its estates, assets, rights, title, interest, authorities



contracts and investments pertaining to the business for and on account of, and in trust for SAMIL.

23.2. SMAS shall not without prior written intimation to SAMIL, alienate, charge, mortgage, encumber or otherwise deal with or dispose off its Undertaking or any part thereof except in the ordinary course of business nor it shall undertake any new business, and shall carry on its business and activities with reasonable diligence, and business prudence in the ordinary course consistent with past practices.

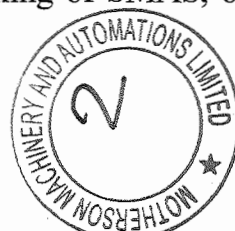
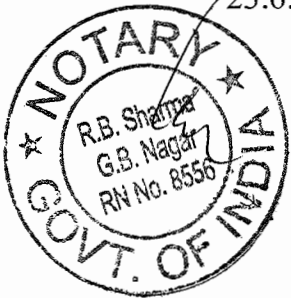
23.3. All the profits or income accruing or arising to SMAS, expenditure, losses arising to or incurred by SMAS (including taxes, if any, accruing or paid in relation to any profits or income) in respect of the Undertaking of SMAS, shall for all purposes and intent be treated as the profits or incomes or expenditure or losses of SAMIL.

23.4. All assets acquired, leased or licensed, licenses obtained, benefits, entitlements, incentives and concessions granted, privileges, contracts entered into, intellectual property developed or registered or applications made thereto, liabilities incurred and proceedings initiated or made party to, from the Appointed Date and till the Effective Date by SMAS in respect of the Undertaking of SMAS shall be transferred and vested in SAMIL.

23.5. SMAS shall not vary the terms and conditions of employment of any of its employees except in the ordinary course of business or without the prior written consent of SAMIL or pursuant to any of its pre-existing obligation undertaken prior to the Effective Date.

23.6. SAMIL shall be entitled, pending the sanction of this Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as maybe necessary under any relevant law for obtaining consents, approvals and sanctions which SAMIL may require and deem necessary to carry on the business of SMAS.

23.7. All Tax (including, without limitation, income tax, sales tax, service tax, value added tax, goods and services tax, etc.) paid or payable by either SMAS or SAMIL in respect of the Undertaking of SMAS, operations of,



and/ or the profits accruing to, SMAS or SAMIL before the Appointed Date, shall be on account of SMAS and SAMIL respectively and, insofar as it relates to the Tax payment, whether by way of deduction at source, advance tax or otherwise howsoever, by SMAS in respect of the operations of, and/ or the profits accruing to the business, and from the Appointed Date, the same shall be deemed to be the corresponding item paid by SAMIL, and shall, in all proceedings, be dealt with accordingly.

23.8. Notwithstanding anything contained in this Clause 23 during the pendency of this Scheme, with the prior written consent of SAMIL, SMAS may make any investments (current or non-current) in any other person or raise funds through debt or equity irrespective of whether such actions are not in the ordinary course of business.

23.9. SAMIL and SMAS shall be entitled to make application(s) for amending, cancelling, and/or obtaining fresh registrations/ licenses/ authorisations, as the case may be, under all Applicable Laws and legislations.

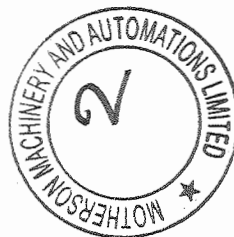
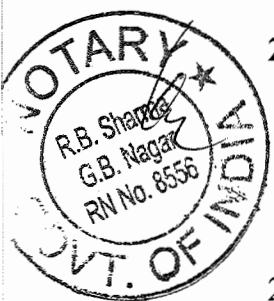
24. SAVING OF CONCLUDED TRANSACTIONS

24.1. The transfer of assets and liabilities of SMAS under Clause 16 and Clause 18 above, the continuance of proceedings under Clause 19 above and the effectiveness of contracts, deeds, bonds, approvals and other instruments under Clause 17 above, shall not affect any transaction or proceedings already concluded by SMAS on or before the Appointed Date, to the end and intent that SAMIL accepts and adopts all acts, deeds and things done and executed by SMAS in respect thereto, as if done and executed on its behalf.

25. CONSIDERATION

Cancellation of share capital of SMAS

25.1. As SMAS is a step-down wholly owned subsidiary of SAMIL, upon this Scheme becoming effective, SAMIL would not be required to issue and allot any shares to the shareholders of SMAS.



25.2. Upon the Scheme becoming effective, the entire issued and paid-up capital of SMAS shall stand cancelled on the Effective Date. The said cancellation of existing share capital of SMAS shall be effected as an integral part of this Scheme.

26. ACCOUNTING TREATMENT ON AMALGAMATION IN THE BOOKS OF SAMIL

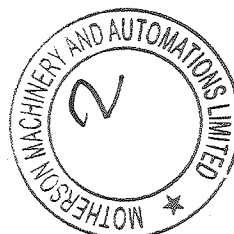
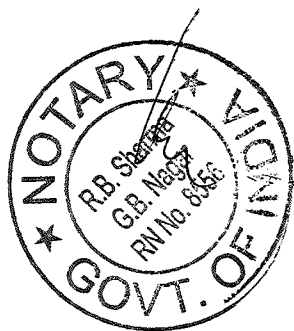
26.1. Notwithstanding anything else contained in the Scheme, SAMIL shall account for the Amalgamation of SMAS in its books of account in accordance with the "Pooling of Interest Method" of accounting as laid down in Appendix C of Indian Accounting Standard 103 (Business Combinations of entities under common control) notified under the provisions of Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, relevant rules issued thereunder and other generally accepted accounting principles in India.

26.1.1 SAMIL shall record all the assets and liabilities of SMAS vested in it pursuant to the Scheme at their respective carrying values as appearing in the consolidated financial statements of SAMIL.

26.1.2 The identity of the reserves of SMAS shall be preserved and they shall appear in the financial statements of SAMIL in the same form and manner, in which they have appeared in the consolidated financial statements of SAMIL.

26.1.3 The investments in the preference and equity share capital of SMAS as appearing in the books of accounts of SMISL shall stand cancelled and there shall be no further obligation/ outstanding in that behalf.

26.1.4 To the extent that there are inter-company loans, advances, deposits, balances or other obligations between SMAS and SAMIL, the obligation in respect thereof will come to an end and corresponding effect shall be given in the books of accounts and records of SAMIL for the reduction of any assets or liabilities, as the case may be.



26.1.5 The surplus, if any arising after taking the effect of sub-clauses 26.1.1, 26.1.2 and 26.1.3, after adjustment of sub-clause 26.1.4, shall be transferred to capital reserve in the financial statements of SAMIL. The deficit, if any arising after taking the effect of sub-clauses 26.1.1, 26.1.2 and 26.1.3, after adjustment of sub-clause 26.1.4 and adjustment of previously existing credit balance in capital reserve, if any, shall be debited to retained earnings in the financial statements of SAMIL.

26.1.6 Comparative financial information in the financial statements of SAMIL shall be restated for the accounting impact of merger, as stated above, as if the merger had occurred from the beginning of the comparative period.

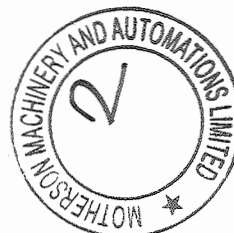
26.1.7 In case of any differences in accounting policies between SMAS and SAMIL, the accounting policies followed by SAMIL shall prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies.

26.1.8 For accounting purpose, the Scheme will be given effect from the date when all substantial conditions for the transfer of business are completed.

26.1.9 Any matter not dealt with in Clause 26.1 hereinabove shall be dealt with in accordance with the accounting standards applicable to SAMIL.

27. DISSOLUTION OF SMAS

27.1. Upon the Scheme becoming effective, SMAS shall be automatically dissolved without being wound up and the Board of SAMIL or any committee thereof is hereby authorized to take all steps as may be necessary or desirable or proper on behalf of SMAS from the Effective Date to resolve any question, doubts, or difficulty whether by reason of any order(s) of the court(s) or any directive, order or sanction of any Appropriate Authority or otherwise arising out of or under this Scheme or any matter therewith.



PART - D

AMALGAMATION OF MOTHERSON MACHINERY AND AUTOMATIONS LIMITED (MMAL) WITH SAMVARDHANA MOTHERSON INNOVATIVE SOLUTIONS LIMITED (SMISL)

28. TRANSFER OF ASSETS

28.1. Pursuant to the sanction of this Scheme by the NCLT in accordance with the provisions of Sections 230 to 232 of the Act and other applicable provisions, if any, of the Act, and upon this Scheme becoming effective, the Undertaking of MMAL shall be and stand transferred to and be vested in or be deemed to have been transferred to and be vested in SMISL with effect from the Appointed Date together with all assets, properties, estate, rights, title and authorities, benefits, claims, liabilities and interest therein of every description, subject to existing charges thereon in favour of the banks and financial institutions or otherwise, as the case may be, whether or not included in the books of accounts of SMISL without any further act, instrument or deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the Undertaking of SMISL together with all assets, properties, estate, rights, title and authorities, benefits, claims, liabilities and interest therein of every description, by virtue of and in the manner provided in this Scheme.

28.2. Without prejudice to the generality of above, with effect from the Appointed Date, all the estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances relating to the Undertaking of MMAL of whatsoever nature and wherever situated, whether or not included in the books of MMAL shall, subject to the provisions of this Clause in relation to the mode of vesting and without any further act, deed, matter or thing, be and stand transferred to and vested in or shall be deemed to have been transferred to and vested in SMISL so as to become as and from the Appointed Date, the Undertaking, including estate, assets, rights, claims, title, interest and authorities of SMISL.

28.3. For the avoidance of doubt and without prejudice to the generality of Clauses 28.1, 28.2 and 28.4 below, it is clarified that, with respect to the

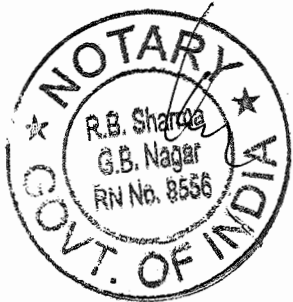


immovable properties of MMAL in the nature of land and buildings, the parties shall register the true copy of the order of the Tribunal approving the Scheme with the offices of the relevant Sub-registrar of Assurances or similar registering authority having jurisdiction over the location of such immovable property and shall also execute and register, as required, such other documents as may be necessary in this regard. For the avoidance of doubt, it is clarified that any document executed pursuant to this Clause 28.3 or Clause 28.4 below will be for the limited purpose of meeting regulatory requirements and shall not be deemed to be a document under which the transfer of any property of MMAL takes place and the assets and liabilities of MMAL shall be transferred solely pursuant to and in terms of this Scheme and the order of the Tribunal sanctioning this Scheme.

28.4. All lease and license agreements entered by MMAL with various landlords, owners and lessors in connection with the use of the assets of MMAL, together with security deposits, shall subject to the necessary approvals (wherever applicable) stand automatically transferred in favour of SMISL on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed. SMISL shall continue to pay rent amounts as provided for in such agreements and shall comply with the other terms, conditions and covenants thereunder and shall also be entitled to refund of security deposits paid under such agreements by MMAL.

28.5. In respect of such of the assets relating to the Undertaking of MMAL as are movable in nature or are otherwise capable of being transferred by delivery of possession, payment or by endorsement and delivery, the same may be so transferred by MMAL and shall become the Undertaking and property of SMISL with effect from the Appointed Date without requiring any deed or instrument of conveyance for transfer of the same.

28.6. In respect of such of the assets belonging to the Undertaking of MMAL other than those referred to in Clause 28.2 above, the same shall, as more particularly provided in Clause 28.5 above, without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in SMISL with effect from the Appointed Date.



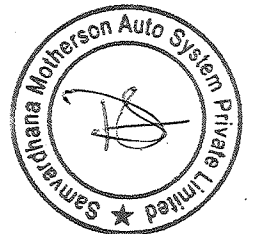
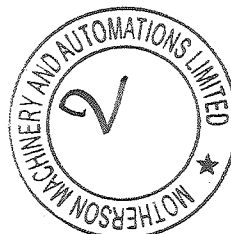
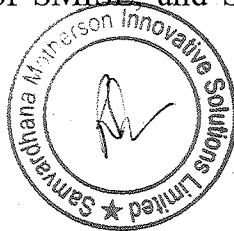
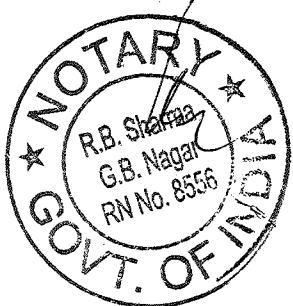
28.7. Any assets in respect of the Undertaking acquired by MMAL after the Appointed Date but prior to the Effective Date shall upon coming into effect of the Scheme and also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in SMISL upon coming into effect of this Scheme.

29. CONTRACTS, DEEDS, LICENSES, ETC.

29.1. Upon coming into effect of this Scheme and subject to the provisions of this Scheme, in respect of the Undertaking of MMAL, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature to which MMAL is a party or to the benefit of which MMAL may be eligible or for the obligations of which MMAL may be liable, and which are subsisting or having effect on the Appointed Date, shall continue in full force and effect on or against or in favour, as the case may be, of SMISL and may be enforced fully and effectually as if, instead of MMAL, SMISL had been a party or beneficiary or obligee thereto.

29.2. Without prejudice to the other provisions of this Scheme, SMISL may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement relating to the Undertaking of MMAL to which MMAL is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. SMISL shall, under the provisions of Part - D of this Scheme, be deemed to be authorized to execute any such writings as a successor of MMAL and to carry out and perform all such formalities or compliances referred to above on the part of MMAL to be carried out or performed.

29.3. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon coming into effect of this Scheme and subject to Applicable Laws, in respect of the Undertaking of MMAL, all consents, permissions, licenses, certificates, clearances, authorities, power of attorney given by, issued to or executed in favour of MMAL shall stand transferred to SMISL as if the same were originally given by, issued to or executed in favour of SMISL and SMISL shall be bound by the terms



thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to SMISL. SMISL shall make applications to any Appropriate Authority as may be necessary in this behalf.

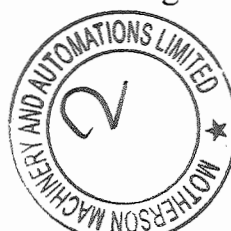
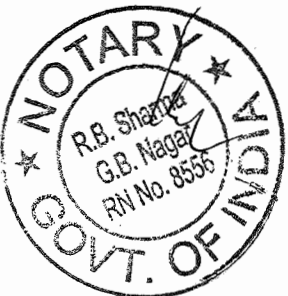
29.4. Any contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature to which MMAL is a party or to the benefit of which MMAL, in respect of the Undertaking of MMAL, may be eligible or for the obligations of which SMAS may be liable, entered by MMAL after the Appointed Date but prior to the Effective Date shall upon coming into effect of this Scheme also without any further act, instrument or deed shall, continue to be in force and effect on or against or in favour, as the case may be, of SMISL and may be enforced fully and effectually as if, instead of MMAL, SMISL had been a party or beneficiary or obligee thereto.

29.5. On and from the Effective Date and till such time that the names of the bank accounts of MMAL have been replaced with that of SMISL, SMISL shall be entitled to maintain the bank accounts of MMAL in the name of SMISL and for such time as may be determined to be necessary by SMISL. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of MMAL after the Effective Date shall be accepted by the bankers of SMISL and credited to the account of SMISL, if presented by SMISL.

29.6. Without prejudice to the provisions of Clause 29.1 to Clause 29.4, with effect from the Appointed Date and upon occurrence of the Effective Date, all inter-company transactions between MMAL and SMISL, if any, that have not been completed, shall stand cancelled and cease to operate.

30. TRANSFER OF DEBTS AND LIABILITIES

30.1. With effect from the Appointed Date, in respect of the Undertaking of MMAL, all debts, liabilities, loans raised and used, duties and obligations of MMAL, whether or not recorded in its books and records shall, under the provisions of Sections 230 to 232 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 be transferred to and vested in SMISL to the extent that they are outstanding on the Appointed



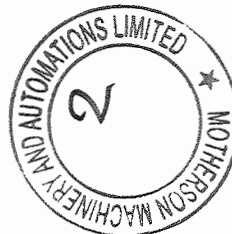
Date so as to become as and from the Appointed Date, the debts, liabilities, loans, obligations and duties of SMISL on the same terms and conditions as were applicable to MMAL, and SMISL shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts or liabilities have arisen in order to give effect to the provisions of this Clause 30.

30.2. Where any of the liabilities and obligations of MMAL in respect of the Undertaking of MMAL, as on the Appointed Date, deemed to be transferred to SMISL have been discharged by MMAL after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of SMISL, and all liabilities and obligations incurred by MMAL after the Appointed Date and prior to the Effective Date, shall also without any further act or deed be and stand transferred to SMISL and shall become the liabilities and obligations of SMISL which shall meet, discharge and satisfy the same to the exclusion of MMAL.

30.3. All Encumbrances relating to the Undertaking of MMAL, if any, existing prior to the Appointed Date over the assets of MMAL shall, after the Appointed 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 Appointed Date.

Provided further that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by MMAL which shall vest in SMISL by virtue of the Amalgamation of MMAL with SMISL, and SMISL shall not be obliged to create any further or additional security therefore after the Scheme becomes operative.

30.4. Without prejudice to the provisions of the foregoing Clauses, SMISL shall execute any instrument(s) and/ or document(s) and/ or do all acts and deeds as may be required, including the filing of necessary particulars and/ or modification(s) of charge, with the jurisdictional RoC to give formal effect to the above provisions, if required.



30.5. Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Clause 30 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 shall stand modified and/ or superseded by the forgoing provisions.

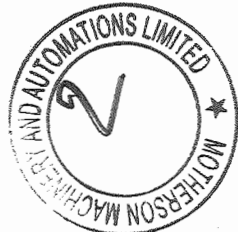
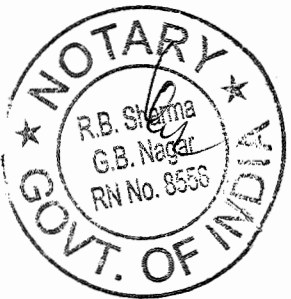
31. LEGAL, TAXATION AND OTHER PROCEEDINGS

31.1. Upon coming into effect of this Scheme, in respect of the Undertaking of MMAL, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal or courts), by or against MMAL, under any statute, pending on the Appointed Date, shall be continued and enforced by or against SMISL as effectually and in the same manner and to the same extent as if the same had been instituted by or against SMISL.

32. STAFF AND EMPLOYEES

32.1. On the Scheme becoming effective in respect of the Undertaking of MMAL, all staff and employees of MMAL as on the Effective Date shall be deemed to become the staff and employees of SMISL, without any break or interruption in their services and on the basis of continuity of service, on the terms & conditions no less favourable than existing terms & conditions including benefits, incentives, employee stock options etc., on which they are engaged as on the Effective Date by MMAL.

32.2. Upon the Effective Date and with effect from the Appointed Date, in respect of the Undertaking of MMAL, all contributions to funds and schemes in respect of provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme or any other special schemes or benefits created or existing for the benefit of such staff and employees of MMAL shall be made by SMISL in accordance with the provisions of such schemes or funds and Applicable Law. For the avoidance of doubt, it is clarified that upon this Scheme becoming effective, the aforesaid benefits or schemes shall continue to be provided to the transferred staff and employees and the services of all the transferred staff and

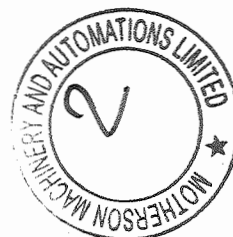
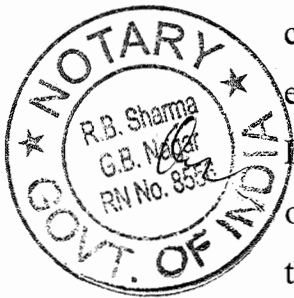


employees of MMAL for such purpose shall be treated as having been continuous. SMISL undertakes that for the purpose of payment of any retrenchment compensation, severance pay, gratuity and other statutory/ leave/ terminal benefits to the staff and employees of MMAL, the past services of such staff and employees with MMAL shall also be taken into account and SMISL shall make the payment of retrenchment compensation, severance pay, gratuity and other statutory/ leave/ terminal benefits accordingly, as and when such amounts are due and payable.

32.3. Subject to the Applicable Law, in respect of the Undertaking of MMAL, the existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, the staff welfare scheme and any other schemes or benefits created by MMAL for the staff and employees shall be continued on the same terms and conditions and/or be transferred to the existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme, etc., being maintained by SMISL without any separate act or deed/ approval. SMISL shall make all necessary arrangements as required in respect of payment pertaining to provident fund to the staff and employees of MMAL and its own staff and employees.

33. TREATMENT OF TAXES AND CONSEQUENTIAL MATTERS RELATING TO TAX

33.1. This Scheme complies with the conditions relating to "Amalgamation" as specified under Section 2(1B), Section 47 and other relevant sections and provisions of the Income Tax Act and is intended to apply accordingly. If any terms or clauses or provisions of the Scheme is/ are found to be or interpreted to be inconsistent with any of the said provisions (including the conditions set out therein) at a later date whether as a result of a new enactment or any amendment or coming into force of any provision of the Income Tax Act or any other law or any judicial or executive interpretation or for any other reasons whatsoever, the provisions of the said sections of the Income Tax Act shall prevail and the Scheme to stand modified to the extent necessary to comply with said sections of the Income Tax Act. Such modification will however not affect other parts of the Scheme.



33.2. Upon this Scheme becoming effective:

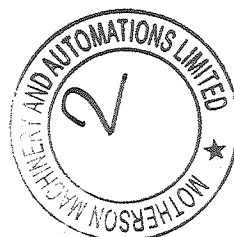
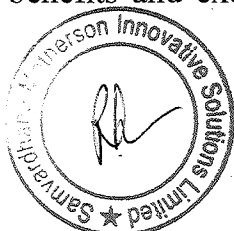
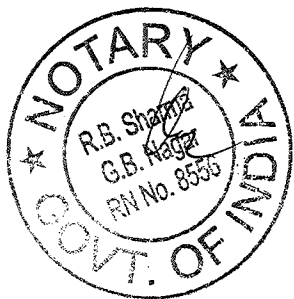
- (a) To the extent required, MMAL and SMISL shall be permitted to revise and file their respective income tax returns along with the prescribed forms, filings and annexures under the Income Tax Act, withholding tax returns, sales tax, value added tax, goods and service tax, central sale tax, entry tax, CENVAT, goods and services tax returns and any other tax returns. Such returns may be revised and filed notwithstanding that the period for filing/ revising such returns may have lapsed; and
- (b) SMISL shall be entitled to: (a) claim deduction with respect to items such as provisions, expenses etc. disallowed in earlier years in the hand of MMAL, which may be allowable in accordance with the provisions of the Income Tax Act on or after the Appointed Date and (b) exclude items such as provisions, reversals, etc. for which no deduction or Tax benefit has been claimed by MMAL prior to the Appointed Date.

33.3. Upon the Scheme becoming effective, notwithstanding anything to the contrary contained in the provisions of this Scheme, minimum alternate tax credit, if any of MMAL as on the Appointed Date, shall, for all purposes, be treated as minimum alternate tax credit of SMISL.

33.4. Upon the Scheme becoming effective, SMISL shall be entitled to claim refunds (including refunds or claims pending with the Tax authorities) or credits, with respect to taxes paid by, for, or on behalf of MMAL under Applicable Law (including Tax laws).

33.5. Upon the Scheme becoming effective, all Taxes (including advance Tax payments, Tax deducted at source, minimum alternate Tax, refunds etc.), cess, duties and liabilities (direct and indirect), payable or receivable, by or on behalf of MMAL, shall, for all purposes, be treated as Taxes (including advance Tax payments, Tax deducted at source, minimum alternate Tax, refunds etc.), cess, duties and liabilities payable or receivable by SMISL.

33.6. Upon the Scheme becoming effective, all unavailed credits, carry forward of losses, statutory benefits and exemptions and other statutory benefits,



including in respect of income tax, CENVAT customs, value added tax, sales tax, service tax, entry tax and good and service tax to which MMAL is entitled shall be available to and vest in SMISL without any further act or deed.

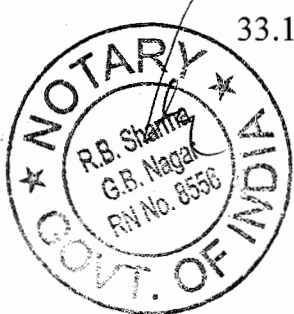
33.7. Any Tax liability under the Income Tax Act, or any other applicable Tax laws or regulations allocable to MMAL whether or not provided for or covered by any tax provisions in the accounts of MMAL made as on the Appointed Date shall be transferred to SMISL. Any surplus in the provision for Taxation or duties or levies in the accounts of MMAL including advance Tax and Tax deducted at source as on the Appointed Date will also be transferred to the account of SMISL.

33.8. All Tax assessment proceedings and appeals of whatsoever nature by or against MMAL, pending or arising as at the Appointed Date, shall be continued and/ or enforced by or against SMISL in the same manner and to the same extent as would or might have been continued and enforced by or against MMAL. Further, the proceedings shall neither abate or be discontinued nor be in any way prejudicially affected by reason of the Amalgamation of MMAL with SMISL or anything contained in this Scheme.

33.9. Any refund under the Income Tax Act or any other tax laws related to or due to MMAL including those for which no credits are taken as on the Appointed Date, shall also belong to and be received by SMISL.

33.10. Upon the Effective Date, any Tax deposited, certificates issued or returns filed by MMAL relating to MMAL shall continue to hold good as if such amounts were deposited, certificates were issued, and returns were filed by SMISL.

33.11. All the expenses in relation to the Amalgamation of MMAL with SMISL as per this Scheme, including stamp duty expenses, if any, shall be incurred and allowed as deduction to SMISL in accordance with Section 35DD of the Income Tax Act over a period of 5 (five) years beginning with the previous year in which this Scheme becomes effective.



33.12. Without prejudice to the generality of the above, all benefits, incentives, claims, losses, credits (including income Tax, service Tax, excise duty, goods and service Tax and applicable state value added Tax) to which MMAL is entitled to in terms of applicable Tax laws shall be available to and vest in SMISL from the Appointed Date.

34. CORPORATE APPROVALS

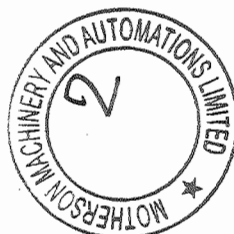
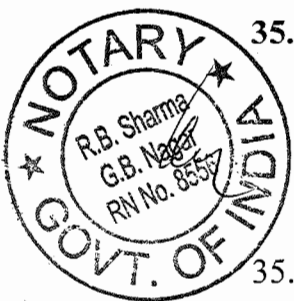
34.1. The benefits of any and all corporate approvals as may have already been taken by MMAL, under the Applicable Laws in respect of the Undertaking of MMAL, whether being in the nature of compliances or otherwise, shall without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred and vested in SMISL by operation of law, and the said corporate approvals and compliances shall be deemed to have originally been taken/complied with by SMISL.

34.2. The resolutions, power of attorneys, if any, of MMAL which are valid and subsisting on the Effective Date, shall without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for the transfer of the same, continue to be valid and subsisting and be considered as resolutions of SMISL and if any such resolutions have any monetary limits approved under the provisions of the Act, or other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by SMISL and shall constitute the aggregate of the said limits in SMISL including but not limited to the investment limits, borrowing limits and approvals for related party transactions.

35. CONDUCT OF BUSINESS TILL THE EFFECTIVE DATE

With effect from the Appointed Date and until the Effective Date:

35.1. MMAL shall carry on, continue carrying on and/ or deemed to be carrying on its business and activities relating to the Undertaking of MMAL and shall hold possession of all its estates, assets, rights, title, interest, authorities,



contracts and investments pertaining to the business for and on account of, and in trust for SMISL.

35.2. MMAL shall not without prior written intimation to SMISL, alienate, charge, mortgage, encumber or otherwise deal with or dispose off its Undertaking or any part thereof except in the ordinary course of business nor it shall undertake any new business and shall carry on its business and activities with reasonable diligence, and business prudence in the ordinary course consistent with past practices.

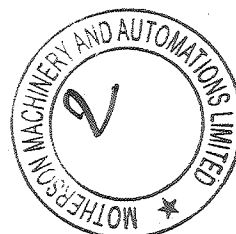
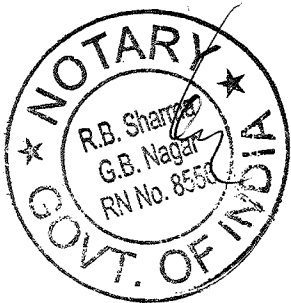
35.3. All the profits or income accruing or arising to MMAL, expenditure, losses arising to or incurred by MMAL (including taxes, if any, accruing or paid in relation to any profits or income) in respect of the Undertaking of MMAL, shall for all purposes and intent be treated as the profits or incomes or expenditure or losses of SMISL.

35.4. All assets acquired, leased or licensed, licenses obtained, benefits, entitlements, incentives and concessions granted, privileges, contracts entered into, intellectual property developed or registered or applications made thereto, liabilities incurred and proceedings initiated or made party to, from the Appointed Date and till the Effective Date by MMAL in respect of the Undertaking of MMAL shall be transferred and vested in SMISL.

35.5. MMAL shall not vary the terms and conditions of employment of any of its employees except in the ordinary course of business or without the prior written consent of SMISL or pursuant to any of its pre-existing obligation undertaken prior to the Effective Date.

35.6. SMISL shall be entitled, pending the sanction of this Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as may be necessary under any relevant law for obtaining consents, approvals and sanctions which SMISL may require and deem necessary to carry on the business of MMAL.

35.7. All Tax (including, without limitation, income tax, sales tax, service tax, value added tax, goods and services tax, etc.) paid or payable by MMAL or SMISL in respect of the Undertaking of MMAL, operations of, and/ or the



profits accruing to, MMAL or SMISL before the Appointed Date, shall be on account of MMAL and SMISL respectively and, insofar as it relates to the Tax payment, whether by way of deduction at source, advance tax or otherwise howsoever, by MMAL in respect of the operations of, and/ or the profits accruing to the business, and from, the Appointed Date, the same shall be deemed to be the corresponding item paid by SMISL, and shall, in all proceedings, be dealt with accordingly.

35.8. Notwithstanding anything contained in this Clause 35 during the pendency of this Scheme, with the prior written consent of SMISL, MMAL may make any investments (current or non-current) in any other person or raise funds through debt or equity irrespective of whether such actions are not in the ordinary course of business.

35.9. SMISL and MMAL shall be entitled to make application(s) for amending, cancelling, and/or obtaining fresh registrations/ licenses/ authorisations, as the case may be, under all Applicable Laws and legislations.

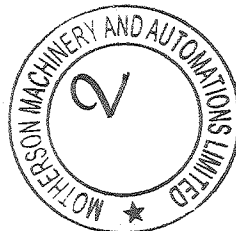
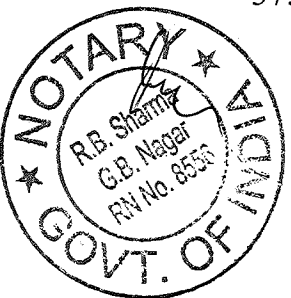
36. SAVING OF CONCLUDED TRANSACTIONS

36.1. The transfer of assets and liabilities of MMAL under Clause 28 and Clause 30 above, the continuance of proceedings under Clause 31 above and the effectiveness of contracts, deeds, bonds, approvals and other instruments under Clause 29 above, shall not affect any transaction or proceedings already concluded by MMAL on or before the Appointed Date, to the end and intent that SMISL accepts and adopts all acts, deeds and things done and executed by MMAL in respect thereto, as if done and executed on its behalf.

37. CONSIDERATION

Cancellation of share capital of MMAL

37.1. MMAL is 100% (one hundred percent) subsidiary of SMISL. Upon Scheme becoming effective, no shares will be issued to the shareholders of MMAL and the stated capital/ issued and paid-up capital of MMAL shall stand cancelled on the Effective Date.



38. ACCOUNTING TREATMENT ON AMALGAMATION IN THE BOOKS OF SMISL

38.1. Notwithstanding anything else contained in the Scheme, SMISL shall account for the Amalgamation of MMAL in its books of account in accordance with the "Pooling of Interest Method" of accounting as laid down in Appendix C of Indian Accounting Standard 103 (Business Combinations of entities under common control) notified under the provisions of Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, relevant rules issued thereunder and other generally accepted accounting principles in India.

38.1.1. SMISL shall record all the assets and liabilities of MMAL vested in it pursuant to the Scheme at their respective carrying values as appearing in the consolidated financial statements of SAMIL.

38.1.2. The identity of the reserves of MMAL shall be preserved and they shall appear in the financial statements of SMISL in the same form and manner, in which they have appeared in the consolidated financial statements of SAMIL.

38.1.3. The investments in the equity share capital of MMAL as appearing in the books of accounts of SMISL shall stand cancelled and there shall be no further obligation/ outstanding in that behalf.

38.1.4. To the extent that there are inter-company loans, advances, deposits, balances or other obligations between MMAL and SMISL, the obligation in respect thereof will come to an end and corresponding effect shall be given in the books of accounts and records of SMISL for the reduction of any assets or liabilities, as the case may be.

38.1.5. The surplus, if any arising after taking the effect of sub-clauses 38.1.1, 38.1.2 and 38.1.3, after adjustment of sub-clause 38.1.4, shall be transferred to capital reserve in the financial statements of SMISL. The deficit, if any arising after taking the effect of sub-clauses 38.1.1, 38.1.2 and 38.1.3, after adjustment of sub-clause 38.1.4 and



adjustment of previously existing credit balance in capital reserve, if any, shall be debited to retained earnings in the financial statements of SMISL.

38.1.6. Comparative financial information in the financial statements of SMISL shall be restated for the accounting impact of merger, as stated above, as if the merger had occurred from the beginning of the comparative period.

38.1.7. In case of any differences in accounting policies between MMAL and SMISL, the accounting policies followed by SMISL shall prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies.

38.1.8. For accounting purpose, the Scheme will be given effect from the date when all substantial conditions for the transfer of business are completed.

38.1.9. Any matter not dealt with in Clause 38.1 hereinabove shall be dealt with in accordance with the accounting standards applicable to SMISL.

39. DISSOLUTION OF MMAL

39.1. Upon the Scheme becoming effective, MMAL shall be automatically dissolved without being wound up and the Board of SMISL or any committee thereof is hereby authorized to take all steps as may be necessary or desirable or proper on behalf of MMAL from the Effective Date to resolve any question, doubts, or difficulty whether by reason of any order(s) of the court(s) or any directive, order or sanction of any Appropriate Authority or otherwise arising out of or under this Scheme or any matter therewith.



PART -- E

GENERAL TERMS AND CONDITIONS

40. MODIFICATION OR AMENDMENTS TO THE SCHEME

40.1. The Participating Company or Participating Companies by their respective Boards may assent to withdrawal of the Scheme in its entirety or to make and/ or consent to any modifications/ amendments of any nature whatsoever to the Scheme or to any conditions or limitations that the NCLT and/ or any other authority under law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate, whether as a result of subsequent events or otherwise, by them (i.e. the Board).

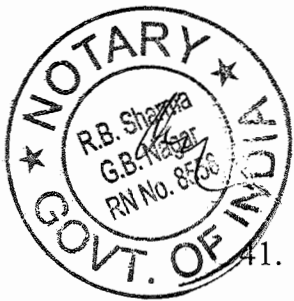
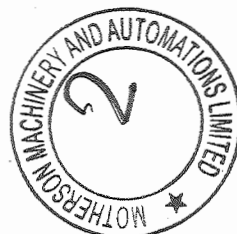
40.2. The Participating Company or Participating Companies, by their respective Boards, are authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying the Scheme into effect, whether by reason of any directive or order of any authority or howsoever, arising out of or under or by virtue of the Scheme and/ or any matter concerned or connected therewith.

40.3. The Participating Company or Participating Companies shall be at liberty to withdraw from this Scheme, in case of any condition or alteration imposed by the NCLT or any other authority or otherwise, if so, mutually agreed in writing between the Participating Company or Participating Companies.

40.4. For the removal of doubts, it is clarified that the Participating Companies will not be required to take fresh approval from the shareholders for any modification(s)/ amendment(s) to the Scheme. However, it will be subject to approval by the Board of the Participating Companies.

41. CONDITIONALITY OF THE SCHEME

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



- 41.1. the sanctions and orders of the NCLT, under Sections 230 to 232 of the Act being obtained by the Participating Companies.
- 41.2. the certified / authenticated copies of the orders of the NCLT under Sections 230 to 232 of the Act sanctioning the Scheme are filed with the jurisdictional ROC by the Participating Companies as per the NCLT order; and
- 41.3. the requisite consent, approval or permission of Appropriate Authority which by Applicable Law or contract, agreement may be necessary for the implementation of this Scheme.

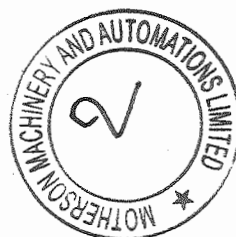
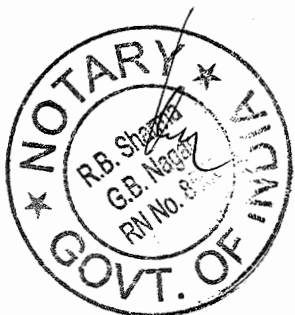
42. EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS

- 42.1. In the event of any of the said sanctions and approvals referred to in the Clause 41 being denied or not being available, 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.

43. SEQUENCE OF EFFECTIVENESS OF THE SCHEME

- 43.1. Upon the sanction of the Scheme by the NCLT and after the Scheme has become effective upon completion of the conditions listed in Clause 41, the following shall be deemed to have occurred and become effective and operative, only in the sequence and in the order mentioned hereunder, in the following sequence:

- (i) Demerger of Demerged Undertaking of SMISL to SAMIL;
- (ii) Amalgamation of SMAS with SAMIL; and
- (iii) Amalgamation of MMAL with SMISL.



44. SEVERABILITY

44.1. If any part or section of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Board of Directors of the Participating Companies, affect the adoption or validity or interpretation of the other parts and/ or provisions of this Scheme. It is hereby clarified that the Board of the Participating Companies, as the case may be, in their absolute discretion, adopt any part of this Scheme or declare the entire Scheme to be null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the Participating Companies or their shareholders or creditors or employees or any other Person.

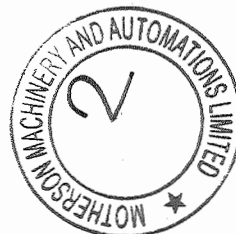
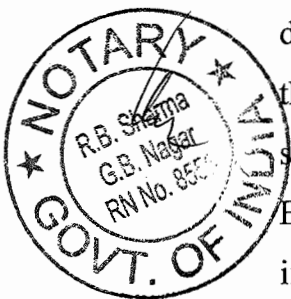
45. COSTS, CHARGES AND EXPENSES

45.1. All costs, charges, duties and levies (except for stamp duty costs) arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by the parties as per their mutual agreement.

46. DIVIDENDS

46.1. SAMIL and SMISL shall be entitled to declare and make a distribution/ pay dividend, whether interim or final, and/ or issue bonus shares to their respective members/ shareholders, in accordance with Applicable Law. Any declaration of dividend or other distribution of capital or income by SAMIL and SMISL shall be consistent with the past practice of such company.

46.2. It is clarified that the aforesaid provisions in respect of declaration of dividends (whether interim or final) are enabling provisions and shall not be deemed to confer any right on any shareholder of SAMIL and SMISL, as the case may be, to demand or claim or be entitled to any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of SAMIL and SMISL, as the case may be, and subject to approval, if required, of the shareholders of the relevant companies.

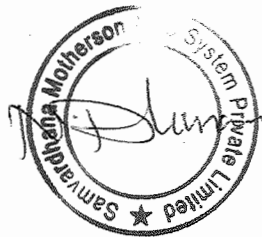
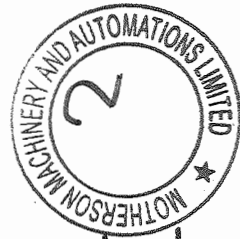


47. REMOVAL OF DIFFICULTIES

47.1. The companies may, through mutual consent and acting through their respective Board of Directors, agree to take steps, as may be necessary including but not limited to making any modification to the Scheme, desirable or proper, to resolve all doubts, difficulties or questions, whether by reason of any orders of the NCLT or of any directive or orders of any governmental authorities or otherwise arising out of, under or by virtue of this Scheme in relation to the arrangement contemplated in this Scheme and/or matters concerning or connected therewith.

48. MISCELLANEOUS

48.1. In case any doubt or difference or issue arise among the Participating Companies or any of their shareholders, creditors, employees and/ or Persons entitled to or claiming any right to any shares in the respective Participating Companies, as to the construction of this Scheme or as to any account or apportionment to be taken or made in connection herewith or as to any other aspects contained in or relating to or arising out of this Scheme, the same shall be amicably settled between the Board of Directors of the respective Participating Companies and the decision arrived at therein shall be final and binding on all concerned.



ATTESTED

RAMBIR SHARMA
Advocate Notary
(G.B. Nagar)

28 FEB 2025

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED (THE "COMPANY") IN THE MEETING HELD ON FEBRUARY 7, 2025 AT CORPORATE TOWER, PLOT NO.-1, SECTOR-127, NOIDA.

APPROVAL OF COMPOSITE SCHEME OF ARRANGEMENT BETWEEN SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED, SAMVARDHANA MOTHERSON INNOVATIVE SOLUTIONS LIMITED, SAMVARDHANA MOTHERSON AUTO SYSTEM PRIVATE LIMITED, AND MOTHERSON MACHINERY AND AUTOMATIONS LIMITED.

"RESOLVED THAT pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 ("**Act**") and the Rules made thereunder, including the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016; enabling provisions of the Memorandum of Association of the Company; and relevant provisions of the Income Tax Act, 1961, and subject to, (i) approval of the requisite majority of the shareholders and creditors of the Company, unless such requirement is dispensed with by the Hon'ble National Company Law Tribunal, Mumbai bench ("**NCLT**"); (ii) such approvals as may be necessary to be obtained from any statutory / regulatory authorities as may be required; (iii) sanction of the NCLT; (iv) such terms, conditions, modifications which may be prescribed by any of them while granting such approval, consent, permission and/or sanction; and (v) compliance with all applicable laws, regulations and circulars, the consent of the Board of Directors of the Company ("**Board**") be and is hereby accorded to the composite scheme of arrangement to be entered into by and amongst Samvardhana MotherSON International Limited ("**Company**"), Samvardhana MotherSON Innovative Solutions Limited ("**SMISL**"), Samvardhana MotherSON Auto System Private Limited ("**SMAS**"), and MotherSON Machinery and Automations Limited ("**MMAL**"), and their respective shareholders, for, (A) demerger of Demerged Undertaking (as defined in the Scheme) of SMISL to the Company, (B) amalgamation of SMAS with the Company, and (C) amalgamation of MMAL with SMISL, as stated in the draft composite scheme of arrangement ("**Scheme**") placed before the Board (the transaction being referred to herein after as the "**Proposed Transaction**").

RESOLVED FURTHER THAT pursuant to the provisions of Section 232(2)(c) of the Act, the draft report explaining the effect of the arrangement pursuant to the Scheme, on each shareholder, non-convertible debenture holders, compulsory convertible debenture holders and key managerial personnel be and is hereby approved and adopted and if required, be circulated to the shareholders/ creditors of the Company along with the notice convening the meeting of the shareholders/creditors as may be directed by the NCLT.

RESOLVED FURTHER THAT the Board be and hereby takes on record the Appointed Date for the Scheme as April 1, 2024, or any other date as may be approved by NCLT.

RESOLVED FURTHER THAT in the opinion of the Board, the Scheme will be of advantage and be beneficial to the Company, its shareholders and other stakeholders and the terms thereof are fair and reasonable and is not detrimental to the shareholders and other stakeholders of the Company.

RESOLVED FURTHER THAT the disclosure to be submitted to the stock exchanges in connection with the proposed Scheme, for and on behalf of the Company, under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and other applicable provisions, be and is hereby approved.

Regd Office:
Unit – 705, C Wing, ONE BKC, G Block
Bandra Kurla Complex, Bandra East
Mumbai – 400051, Maharashtra (India)
Tel: 022-61354800, Fax: 022-61354801
CIN No.: L35106MH1986PLC284510
Email: investorrelations@motherSON.com



RESOLVED FURTHER THAT Mr. V.C. Sehgal, Chairman, Mr. L.V. Sehgal, Director, Mr. Pankaj Mital, Whole-time Director & COO, Mr. Sanjay Mehta, Head- Chairman's Office South Asia, Mr. Kunal Malani, Chief Financial Officer, Mr. Jitender Mahajan, Executive Vice President, Mr. Rohitash Gupta, Executive Vice President, Mr. Anubhav Kapoor, Sr. Vice President & General Counsel- Chairman's Office South Asia, Mr. Aviral Khandelwal, Vice President- Strategy, Mr. Dilip Jain, Vice President – Finance & Accounts and Mr. Alok Goel, Company Secretary of the Company, for the purpose of giving effect to these resolutions, be and are hereby severally authorized to make such alterations and/or changes in the Scheme as may be expedient or necessary for satisfying the requirement or conditions imposed by the NCLT, shareholders or any regulatory authority provided prior approval of the Board shall be obtained for making any material changes in the said Scheme as approved in this meeting.

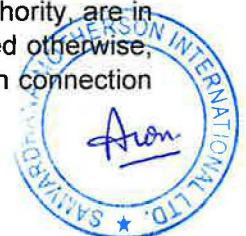
RESOLVED FURTHER THAT Mr. V.C. Sehgal, Chairman, Mr. L.V. Sehgal, Director, Mr. Pankaj Mital, Whole-time Director & COO, Mr. Sanjay Mehta, Head- Chairman's Office South Asia, Mr. Kunal Malani, Chief Financial Officer, Mr. Jitender Mahajan, Executive Vice President, Mr. Rohitash Gupta, Executive Vice President, Mr. Anubhav Kapoor, Sr. Vice President & General Counsel- Chairman's Office South Asia, Mr. Aviral Khandelwal, Vice President- Strategy, Mr. Dilip Jain, Vice President – Finance & Accounts and Mr. Alok Goel, Company Secretary of the Company, be and are hereby severally authorised to take all necessary steps:

- (a) to finalize and settle the Scheme and any other document and agreement required to implement the Proposed Transaction;
- (b) to carry out such modifications, revisions, amendments to the draft Scheme, as may be expedient or necessary, at their discretion, and/or as required by the shareholders, creditors, NCLT, or any other governmental or regulatory authority, or make any other modifications to the Scheme as they may consider necessary or as may be required;
- (c) to sign, file, submit or present the Scheme, along with ancillary applications, petitions, documents and instruments with the relevant stock exchanges, NCLT, and any other governmental or regulatory authority or person, as may be required in connection with the Scheme, and to do any other act, deed or thing which may be ancillary or incidental to the Scheme or which may otherwise be required for giving effect to any of the provisions contained in the Scheme;
- (d) engage and/or authorise advisors including advocates, counsel, chartered accountants, and other persons as may be required in connection with the Scheme, from time to time;
- (e) to provide all information, documents and clarifications, as may be required for submission to the stock exchanges;
- (f) to represent the Company before the NCLT and any other governmental or regulatory authority, as may be required;
- (g) to do all such lawful acts, deeds and things as they may be deemed necessary and desirable in connection with the approval and sanction of the said Scheme by the NCLT, including but not limited to filing of application before the Hon'ble NCLT seeking dispensation of the meeting of the shareholders and creditors of the Company, filing and executing necessary applications, forms, advertisements, notices, vakalatnamas, affidavits, letters, deeds, instruments, etc., as may be required, for the purpose of obtaining approval for the Scheme from the NCLT;
- (h) if the dispensation from holding meetings of shareholders/creditors of the Company is not granted by the NCLT, then to take all steps for calling and holding shareholders' and creditors' meetings through postal ballot or e-voting or physical meeting (as may be required) and filing and executing advertisements, notices, reports and other applications, documents, etc. with the NCLT or any other authority and issuing relevant advertisements, notices, explanatory statements, etc.;
- (i) to suitably inform, apply, make necessary filings and/or represent to the Central and/or State Governments and/or local authorities, as applicable, including to the Income Tax Authorities, Official Liquidator, jurisdictional Registrar of Companies, Regional Director, Employees' State Insurance Authority, Employees Provident Fund Authority and all other applicable authorities, agencies and/or



to represent the Company before the said authorities and agencies and to sign and submit such application, letters, forms, returns, undertakings, declarations, deeds or documents and to take all required steps and actions from time to time in connection with the above;

- (j) to communicate and correspond with the banks, institutions, investors, government authorities, local authorities and other authorities where required about the Scheme and to do all such acts, deeds, matters and things as may be at their discretion deem necessary or desirable for such purpose and with power of the Company to settle any queries, difficulties or doubts that may arise in this regard as they may in their absolute discretion deem fit and proper for the purpose of giving effect to the above resolution;
- (k) to provide all relevant information that may be required by the advisors (including lawyers and chartered accountants), issue reliance letter and / or management representations (as may be required by the advisors) and to obtain necessary certificates/opinions/letters from the advisors (including the auditors);
- (l) to incur such other expenses as may be necessary with regard to the Scheme, including payment of fees of the solicitors, advisors, registrars and other agencies and such other expenses that may be incidental to the above, as may be decided by them;
- (m) to consider, approve, sign and execute all other documents, advertisements, announcements, disclosure, etc. in relation to the Scheme, which may be sent/required to be sent to any person, on behalf of the Company;
- (n) to take necessary action in relation to stamping of documents in connection with the Proposed Transaction;
- (o) to take all such actions and steps in the above matters and to implement the Scheme, as may be required from time to time;
- (p) to approve/undertake such actions as may be considered necessary for implementation of the said Scheme after the same is sanctioned by the NCLT, including but not limited to, obtaining delivery of the order from the NCLT, authorization of entries to be made in the books of account in term of the Scheme, making filings with the jurisdictional Registrar of Companies, depositories (NSDL/CDSL) and/or any other governmental authorities, and to undertake all other actions required for full and effective implementation of the sanctioned Scheme and to remove and resolve all doubt and difficulties and to do all such lawful acts, deeds and things as they may deem necessary and desirable in connection therewith and incidental thereto;
- (q) to authorise the officers of the Company and/or any other persons to discuss, negotiate, finalise, execute, sign, submit and file all required documents, deeds of assignment/conveyance and any other deeds, documents, schemes, agreements, forms, returns, applications, letters, etc. including any modifications thereto, whether or not under the common seal of the Company, as may be required from time to time, and to do all such acts, deeds, matters and things as they may deem necessary and expedient at their absolute discretion in connection with or incidental to giving effect for the purpose of the above resolutions or to otherwise give effect to the transactions contemplated as aforesaid, without any further approval of the Board;
- (r) to give such directions as they may consider necessary or advisable to settle any question or difficulty arising under the Scheme or in regard to the meaning or interpretation of the Scheme or implementation thereof or in any manner whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under law); and
- (s) to approve withdrawal (and where applicable, re-filing) of the Scheme at any stage in case any changes and/or modifications are suggested/required to be made in the Scheme or any condition suggested, required or imposed, whether by any creditor, NCLT and/or any other authority, are in its view not acceptable to the Company, and/or if the Scheme cannot be implemented otherwise, and to do all such acts, deeds and things as it may deem necessary and desirable in connection therewith and incidental thereto.



RESOLVED FURTHER THAT the Common Seal of the Company be affixed, to the engrossment of any deeds, agreements, documents, writings and instruments as may be required, in the presence of Mr. V.C. Sehgal, Chairman or Mr. L.V. Sehgal, Director or Mr. Pankaj Mital, Whole-time Director & COO of the Company who shall sign the same and Mr. Sanjay Mehta, Head- Chairman's Office South Asia or Mr. Kunal Malani, Chief Financial Officer or Mr. Jitender Mahajan, Executive Vice President or Mr. Rohitash Gupta, Executive Vice President or Mr. Anubhav Kapoor, Sr. Vice President & General Counsel- Chairman's Office South Asia or Mr. Aviral Khandelwal, Vice President- Strategy or Mr. Dilip Jain, Vice President – Finance & Accounts or Mr. Alok Goel, Company Secretary of the Company who shall countersign the same in token thereof in conformity with the provisions of Articles of Association of the Company.

RESOLVED FURTHER THAT this resolution shall remain in full force and effect until otherwise amended or rescinded by the Board.

RESOLVED FURTHER THAT Mr. V.C. Sehgal, Chairman, Mr. L.V. Sehgal, Director, Mr. Pankaj Mital, Whole-time Director & COO, Mr. Kunal Malani, Chief Financial Officer and Mr. Alok Goel, Company Secretary of the Company be and are hereby severally authorized to sign any copy of this resolution as a certified true copy thereof and furnish the same to whomsoever concerned."

For Samvardhana Motherson International Limited

Alok Goel
Company Secretary
Membership No.: 4383



Date: 07.02.2025
Place: Noida

SAMVARDHANA MOTHERSON INNOVATIVE SOLUTIONS LIMITED

Regd. Office: - Unit 705, C Wing, ONE BKC, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Mumbai City, Maharashtra, India, 400051

Tel. (India):- +91-2261354800; Fax - +91-2261354801

CIN No.:-U35100MH2006PLC285657

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE 09/ 2024-25 MEETING OF THE BOARD OF DIRECTORS OF SAMVARDHANA MOTHERSON INNOVATIVE SOLUTIONS LIMITED HELD ON FRIDAY, FEBRUARY 07, 2025 AT 06.00 A.M. AT 2ND FLOOR, F-7, BLOCK B-1, MOHAN CO OPERATIVE INDUSTRIAL ESTATE, MATHURA ROAD, DELHI-110044

APPROVAL OF THE SCHEME OF ARRANGEMENT BY AND AMONGST SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED ("SAMIL"), SAMVARDHANA MOTHERSON INNOVATIVE SOLUTIONS LIMITED ("COMPANY"), SAMVARDHANA MOTHERSON AUTO SYSTEM PRIVATE LIMITED ("SMAS"), AND MOTHERSON MACHINERY AND AUTOMATIONS LIMITED ("MMAL") AND THEIR RESPECTIVE SHAREHOLDERS

"RESOLVED THAT pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 ("Act") and the Rules made thereunder, including the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016; enabling provisions of the Memorandum of Association of the Company; relevant provisions of the Income Tax Act, 1961; and subject to, (i) approval of the requisite majority of the shareholders and creditors of the Company, unless such requirement is dispensed with by the Hon'ble National Company Law Tribunal, Mumbai bench ("NCLT"); (ii) such approvals as may be necessary to be obtained from any statutory / regulatory authorities, as may be required; (iii) sanction of the NCLT; (iv) such terms, conditions, modifications which may be prescribed by any of them while granting such approval, consent, permission and/or sanction; and (v) compliance with all applicable laws, regulations and circulars, the consent of the Board be and is hereby accorded to the composite scheme of arrangement to be entered into by and amongst Samvardhana Motherson International Limited ("SAMIL"), Samvardhana Motherson Innovative Solutions Limited ("Company"), Samvardhana Motherson Auto System Private Limited ("SMAS"), and Motherson Machinery and Automations Limited ("MMAL") and their respective shareholders, for, (A) demerger of Demerged Undertaking (as defined in the Scheme) of the Company to SAMIL, (B) amalgamation of SMAS with SAMIL, and (C) amalgamation of MMAL with the Company, as stated in the draft composite scheme of arrangement ("Scheme") placed before the Board (the transaction being referred to herein after as the "Proposed Transaction").

RESOLVED FURTHER THAT the draft certificate issued by R K Khanna & Co. (ICAI Firm Registration Number: 000033N), the statutory auditors of the Company, certifying that the accounting treatment in the Scheme is in compliance with all the applicable Accounting Standards specified by the Central Government under Section 133 of the Act, as placed before the Board be and is hereby considered and approved.

RESOLVED FURTHER THAT pursuant to the provisions of Section 232(2)(c) of the Act, the draft report explaining the effect of the arrangement pursuant to the Scheme, on each

shareholder and key managerial personnel, be and is hereby approved and adopted and if required, be circulated to the shareholders/ creditors of the Company along with the notice convening the meeting of the shareholders/creditors as may be directed by the NCLT.

RESOLVED FURTHER THAT the Board hereby takes on record the Appointed Date for the Scheme as April 1, 2024, or any other date as may be approved by the NCLT.

RESOLVED FURTHER THAT in the opinion of the Board, the Scheme will be of advantage and be beneficial to the Company, its shareholders and other stakeholders and the terms thereof are fair and reasonable and is not detrimental to the shareholders of the Company.

RESOLVED FURTHER THAT Mr. Ashok Tandon, Director, Ms. Lata Unnikrishnan, Mr. Parthasarathy Srinivasan, Mr. Shailesh Prabhakar Prabhune, Mr. Vineeth Chandran, Mr. Kumarpal Jawaharlal Kothari, Ms. Ritu Seth, Mr. Rohitash Gupta (“**Authorized Persons**”) of the Company be and are hereby severally authorised to:

- (a) to finalize and settle the Scheme and any other document and agreement required to implement the Proposed Transaction;
- (b) to carry out such modifications, revisions, amendments to the Scheme, as may be expedient or necessary, at their discretion, and/or as required by the shareholders, creditors, NCLT, or any other governmental or regulatory authority, or make any other modifications to the Scheme as they may consider necessary or as may be required;
- (c) to sign, file, submit or present the Scheme, along with ancillary applications, petitions, documents and instruments with the jurisdictional NCLT and any other governmental or regulatory authority or person, as may be required in connection with the Scheme, and to do any other act, deed or thing which may be ancillary or incidental to the Scheme or which may otherwise be required for giving effect to any of the provisions contained in the Scheme;
- (d) to engage and/or authorise advisors including advocates, counsel, chartered accountants and other persons as may be required in connection with the Scheme, from time to time;
- (e) to provide all information, documents and clarifications, as may be required by SAMIL for submission to the stock exchanges;
- (f) to represent the Company before the NCLT or any other governmental or regulatory authority, as may be required;
- (g) to do all such lawful acts, deeds and things as they may be deemed necessary and desirable in connection with the approval and sanction of the said Scheme by the NCLT, including but not limited to filing of application before the Hon'ble NCLT seeking dispensation of the meeting of the shareholders and creditors of the Company, filing and executing necessary applications, forms, advertisements, notices, vakalatnamas, affidavits, letters, deeds, instruments, etc., as may be required, for the purpose of obtaining approval for the Scheme from the NCLT;
- (h) if the dispensation from holding meetings of shareholders/creditors of the Company is not granted by the NCLT, then to take all steps for calling and holding shareholders' and creditors' meetings through e-voting or physical meeting (as may be required) and filing and executing advertisements, notices, reports and other applications, documents, etc. with

the NCLT or any other authority and issuing relevant advertisements, notices, explanatory statements, etc.;

- (i) to suitably inform, apply, make necessary filings and/or represent to the Central and/or State Governments and/or local authorities, as applicable, including to the Income Tax Authorities, Official Liquidator, jurisdictional Registrar of Companies, Regional Director, Employees' State Insurance Authority, Employees Provident Fund Authority and all other applicable authorities, agencies and/or to represent the Company before the said authorities and agencies and to sign and submit such application, letters, forms, returns, undertakings, declarations, deeds or documents and to take all required steps and actions from time to time in connection with the above;
- (j) to communicate and correspond with the banks, institutions, investors, government authorities, local authorities and other authorities where required about the Scheme and to do all such acts, deeds, matters and things as may be at their discretion deem necessary or desirable for such purpose and with power of the Company to settle any queries, difficulties or doubts that may arise in this regard as they may in their absolute discretion deem fit and proper for the purpose of giving effect to the above resolution;
- (k) to provide all relevant information that may be required by the advisors (including lawyers and chartered accountants), issue reliance letter and / or management representations (as may be required by the advisors) and to obtain necessary certificates/opinions/letters from the advisors (including the auditors);
- (l) to incur such other expenses as may be necessary with regard to the Scheme, including payment of fees of the solicitors, advisors, registrars and other agencies and such other expenses that may be incidental to the above, as may be decided by them;
- (m) to consider, approve, sign and execute all other documents, advertisements, announcements, disclosure, etc. in relation to the Scheme, which may be sent/required to be sent to any person, on behalf of the Company;
- (n) to take necessary action in relation to stamping of documents in connection with the Proposed Transaction;
- (o) to take all such actions and steps in the above matters and to implement the Scheme, as may be required from time to time;
- (p) to approve/undertake such actions as may be considered necessary for implementation of the said Scheme after the same is sanctioned by the NCLT, including but not limited to, obtaining delivery of the order from the NCLT, authorization of entries to be made in the books of account in term of the Scheme, making filings with the jurisdictional Registrar of Companies, depositories (NSDL/CDSL) and/or any other governmental authorities, and to undertake all other actions required for full and effective implementation of the sanctioned Scheme and to remove and resolve all doubt and difficulties and to do all such lawful acts, deeds and things as they may deem necessary and desirable in connection therewith and incidental thereto;
- (q) to authorise the officers of the Company and/or any other persons to discuss, negotiate, finalise, execute, sign, submit and file all required documents, deeds of assignment/conveyance and any other deeds, documents, schemes, agreements, forms, returns, applications, letters, etc. including any modifications thereto, whether or not under

the common seal of the Company, as may be required from time to time, and to do all such acts, deeds, matters and things as they may deem necessary and expedient at their absolute discretion in connection with or incidental to giving effect for the purpose of the above resolutions or to otherwise give effect to the transactions contemplated as aforesaid, without any further approval of the Board;


- (r) to give such directions as they may consider necessary or advisable to settle any question or difficulty arising under the Scheme or in regard to the meaning or interpretation of the Scheme or implementation thereof or in any manner whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under law); and
- (s) to approve withdrawal (and where applicable, re-filing) of the Scheme at any stage in case any changes and/or modifications are suggested/required to be made in the Scheme or any condition suggested, required or imposed, whether by any creditor, NCLT and/or any other authority, are in its view not acceptable to the Company, and/or if the Scheme cannot be implemented otherwise, and to do all such acts, deeds and things as it may deem necessary and desirable in connection therewith and incidental thereto.

RESOLVED FURTHER THAT the Common Seal of the Company be affixed, to the engrossment of any deeds, agreements, documents, writings and instruments as may be required, in the presence of any one Director of the Company who shall sign the same and countersign the same in token thereof in conformity with the provisions of Articles of Association of the Company.

RESOLVED FURTHER THAT this resolution shall remain in full force and effect until otherwise amended or rescinded by the Board.

RESOLVED FURTHER THAT any of the Director or the Company Secretary of the Company be and are hereby authorized to sign copy of this resolution as a certified true copy thereof and furnish the same to whomsoever concerned.”

**CERTIFIED TO BE TRUE
FOR SAMVARDHANA MOTHERSON INNOVATIVE SOLUTIONS LIMITED**



NAME: ASHOK TANDON
DESIGNATION: DIRECTOR
DIN- 00032733



DATED: 24-02-2025
PLACE: NEW DELHI

SAMVARDHANA MOTHERSON AUTO SYSTEM PRIVATE LIMITED

Regd. Off: Unit-705, C Wing, ONE BKC, G Block, Bandra Kurla Complex, Bandra(East),
Mumbai, Mumbai- 400051, Maharashtra, India
Tel. (India) - +91-2261354800; Fax - +91-2261354801
CIN - U50300MH2014PTC440037

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF SAMVARDHANA MOTHERSON AUTO SYSTEM PRIVATE LIMITED HELD ON FRIDAY, THE 7TH DAY OF FEBRUARY, 2025 AT 2ND FLOOR, F-7, BLOCK B-1, MOHAN CO OPERATIVE INDUSTRIAL ESTATE, MATHURA ROAD, DELHI-110044 AT 06.10.A.M

APPROVAL OF THE SCHEME OF ARRANGEMENT BY AND AMONGST SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED (“SAMIL”), SAMVARDHANA MOTHERSON INNOVATIVE SOLUTIONS LIMITED (“SMISL”), SAMVARDHANA MOTHERSON AUTO SYSTEM PRIVATE LIMITED (“COMPANY”), AND MOTHERSON MACHINERY AND AUTOMATIONS LIMITED (“MMAL”) AND THEIR RESPECTIVE SHAREHOLDERS

"RESOLVED THAT pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (“Act”) and the Rules made thereunder, including the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016; enabling provisions of the Memorandum of Association of the Company; relevant provisions of the Income Tax Act, 1961, and subject to, (i) approval of the requisite majority of the shareholders and creditors of the Company, unless such requirement is dispensed with by the Hon’ble National Company Law Tribunal, Mumbai bench (“NCLT”); (ii) such approvals as may be necessary to be obtained from any statutory / regulatory authorities, as may be required; (iii) sanction of the NCLT; (iv) such terms, conditions, modifications which may be prescribed by any of them while granting such approval, consent, permission and/or sanction; and (v) compliance with all applicable laws, regulations and circulars, the consent of the Board be and is hereby accorded to the composite scheme of arrangement to be entered into amongst Samvardhana Motherson International Limited (“SAMIL”), Samvardhana Motherson Innovative Solutions Limited (“SMISL”), Samvardhana Motherson Auto System Private Limited (“Company”), and Motherson Machinery and Automations Limited (“MMAL”) and their respective shareholders for, (A) demerger of Demerged Undertaking (as defined in the Scheme) of SMISL to SAMIL, (B) amalgamation of the Company with SAMIL, and (C) amalgamation of MMAL with SMISL, as stated in the draft composite scheme of arrangement (“Scheme”) placed before the Board (the transaction being referred to herein after as the “Proposed Transaction”).

RESOLVED FURTHER THAT pursuant to the provisions of Section 232(2)(c) of the Act, the draft report explaining the effect of the arrangement pursuant to the Scheme, on each shareholder and key managerial personnel, be and is hereby approved and adopted and if required, be circulated to the shareholders/ creditors of the Company along with the notice convening the meeting of the shareholders/creditors as may be directed by the NCLT.

RESOLVED FURTHER THAT the Board hereby takes on record the Appointed Date for the Scheme as April 1, 2024, or any other date as may be approved by the NCLT.

RESOLVED FURTHER THAT in the opinion of the Board, the draft Scheme will be of advantage and be beneficial to the Company, its shareholders and other stakeholders and the terms thereof are fair and reasonable and is not detrimental to the shareholders of the Company.

RESOLVED FURTHER THAT Mr. Sanjay Mehta, Mr. Amit Bhakri, Mr. Ghanashyam Kamath Kundapur , Mr. Rohitash Gupta, Mr. Rakesh Khurana, Mr. Dhanaraju Nagaraj , authorised officials of the Company be and are hereby severally authorised to:

- (a) to finalize and settle the Scheme and any other document and agreement required to implement the Proposed Transaction;
- (b) to carry out such modifications, revisions, amendments to the draft Scheme, as may be expedient or necessary, at their discretion, and/or as required by the shareholders, creditors, NCLT, or any other governmental or regulatory authority, or make any other modifications to the Scheme as they may consider necessary or as may be required;
- (c) to sign, file, submit or present the Scheme, along with ancillary applications, petitions, documents and instruments with the jurisdictional NCLT and any other governmental or regulatory authority or person, as may be required in connection with the Scheme, and to do any other act, deed or thing which may be ancillary or incidental to the Scheme or which may otherwise be required for giving effect to any of the provisions contained in the Scheme;
- (d) to engage and/or authorise advisors including advocates, counsel, chartered accountants and other persons as may be required in connection with the Scheme, from time to time;
- (e) to provide all information, documents and clarifications, as may be required by SAMIL in relation to submission of the Scheme to the stock exchanges;
- (f) to represent the Company before the NCLT or any other governmental or regulatory authority, as may be required;
- (g) to do all such lawful acts, deeds and things as they may be deemed necessary and desirable in connection with the approval and sanction of the said Scheme by the NCLT, including but not limited to filing of application before the Hon'ble NCLT seeking dispensation of the meeting of the shareholders and creditors of the Company, filing and executing necessary applications, forms, advertisements, notices, vakalatnamas, affidavits, letters, deeds, instruments, etc., as may be required, for the purpose of obtaining approval for the Scheme from the NCLT;
- (h) if the dispensation from holding meetings of shareholders/creditors of the Company is not granted by the NCLT, then to take all steps for calling and holding shareholders' and creditors' meetings through e-voting or physical meeting (as may be required) and filing and executing advertisements, notices, reports and other applications, documents, etc. with the NCLT or any other authority and issuing relevant advertisements, notices, explanatory statements, etc.;
- (i) to suitably inform, apply, make necessary filings and/or represent to the Central and/or State Governments and/or local authorities, as applicable, including to the Income Tax Authorities, Official Liquidator, jurisdictional Registrar of Companies, Regional Director, Employees' State Insurance Authority, Employees Provident Fund Authority and all other applicable authorities, agencies and/or to represent the Company before the said authorities

and agencies and to sign and submit such application, letters, forms, returns, undertakings, declarations, deeds or documents and to take all required steps and actions from time to time in connection with the above;

- (j) to communicate and correspond with the banks, institutions, investors, government authorities, local authorities and other authorities where required about the Scheme and do all such acts, deeds, matters and things as may be at their discretion deem necessary or desirable for such purpose and with power of the Company to settle any queries, difficulties or doubts that may arise in this regard as they may in their absolute discretion deem fit and proper for the purpose of giving effect to the above resolution;
- (k) to provide all relevant information that may be required by the advisors (including lawyers and chartered accountants), issue reliance letter and / or management representations (as may be required by the advisors) and to obtain necessary certificates/opinions/letters from the advisors (including the auditors);
- (l) to incur such other expenses as may be necessary with regard to the Scheme, including payment of fees of the solicitors, advisors, registrars and other agencies and such other expenses that may be incidental to the above, as may be decided by them;
- (m) to consider, approve, sign and execute all other documents, advertisements, announcements, disclosure, etc. in relation to the Scheme, which may be sent/required to be sent to any person, on behalf of the Company;
- (n) to take necessary action in relation to stamping of documents in connection with the Proposed Transaction;
- (o) to take all such actions and steps in the above matters and to implement the Scheme, as may be required from time to time;
- (p) to approve/undertake such actions as may be considered necessary for implementation of the said Scheme after the same is sanctioned by the NCLT, including but not limited to, obtaining delivery of the order from the NCLT, authorization of entries to be made in the books of account in term of the Scheme, making filings with the jurisdictional Registrar of Companies, depositories (NSDL/CDSL) and/or any other governmental authorities, and to undertake all other actions required for full and effective implementation of the sanctioned Scheme and to remove and resolve all doubt and difficulties and to do all such lawful acts, deeds and things as they may deem necessary and desirable in connection therewith and incidental thereto;
- (q) to authorise the officers of the Company and/or any other persons to discuss, negotiate, finalise, execute, sign, submit and file all required documents, deeds of assignment/conveyance and any other deeds, documents, schemes, agreements, forms, returns, applications, letters, etc. including any modifications thereto, whether or not under the common seal of the Company, as may be required from time to time, and to do all such acts, deeds, matters and things as they may deem necessary and expedient at their absolute discretion in connection with or incidental to giving effect for the purpose of the above resolutions or to otherwise give effect to the transactions contemplated as aforesaid, without any further approval of the Board;
- (r) to give such directions as they may consider necessary or advisable to settle any question or difficulty arising under the Scheme or in regard to the meaning or interpretation of the

Scheme or implementation thereof or in any manner whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under law); and

- (s) to approve withdrawal (and where applicable, re-filing) of the Scheme at any stage in case any changes and/or modifications are suggested/required to be made in the Scheme or any condition suggested, required or imposed, whether by any creditor, NCLT and/or any other authority, are in its view not acceptable to the Company, and/or if the Scheme cannot be implemented otherwise, and to do all such acts, deeds and things as it may deem necessary and desirable in connection therewith and incidental thereto.

RESOLVED FURTHER THAT the Common Seal of the Company be affixed, to the engrossment of any deeds, agreements, documents, writings and instruments as may be required, in the presence of any one Director of the Company and who shall also countersign the same in token thereof in conformity with the provisions of Articles of Association of the Company.

RESOLVED FURTHER THAT this resolution shall remain in full force and effect until otherwise amended or rescinded by the Board.

RESOLVED FURTHER THAT any of the Director of the Company be and are hereby authorized to sign copy of this resolution as a certified true copy thereof and furnish the same to whomsoever concerned.”

CERTIFIED TO BE TRUE

FOR SAMVARDHANA MOTHERSON AUTO SYSTEM PRIVATE LIMITED

AMIT
BHAKRI

Digitally signed by
AMIT BHAKRI
Date: 2025.02.20
15:52:36 +05'30'

Name: AMIT BHAKRI
Designation: DIRECTOR
DIN: 08239325

Dated: 20/02/2025
Place: New Delhi

MOTHERSON MACHINERY AND AUTOMATIONS LIMITED

CIN: U74899MH2004PLC428253

Registered Office: Unit – 705, C Wing, ONE BKC, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051, Maharashtra (India); Tel: 022-61354800

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF MOTHERSON MACHINERY AND AUTOMATIONS LIMITED (THE "COMPANY") IN ITS MEETING HELD ON FEBRUARY 7, 2025 AT 2ND FLOOR, F-7, BLOCK B-1, MOHAN CO-OPERATIVE INDUSTRIAL ESTATE, MATHURA ROAD, NEW DELHI-110044.

"RESOLVED THAT pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 ("Act") and the Rules made thereunder, including the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016; enabling provisions of the Memorandum of Association of the Company; relevant provisions of the Income Tax Act, 1961, and subject to, (i) approval of the requisite majority of the shareholders and creditors of the Company, unless such requirement is dispensed with by the Hon'ble National Company Law Tribunal, Mumbai bench ("NCLT"); (ii) such approvals as may be necessary to be obtained from any statutory / regulatory authorities, as may be required; (iii) sanction of the NCLT; (iv) such terms, conditions, modifications which may be prescribed by any of them while granting such approval, consent, permission and/or sanction; and (v) compliance with all applicable laws, regulations and circulars, the consent of the Board be and is hereby accorded to the composite scheme of arrangement to be entered into by and amongst Samvardhana Motherson International Limited ("SAMIL"), Samvardhana Motherson Innovative Solutions Limited ("SMISL"), Samvardhana Motherson Auto System Private Limited ("SMAS") and Motherson Machinery and Automations Limited ("Company") and their respective shareholders for, (A) demerger of Demerged Undertaking (as defined in the Scheme) of SMISL to SAMIL, (B) amalgamation of SMAS with SAMIL and (C) amalgamation of the Company with SMISL, as stated in the draft composite scheme of arrangement ("Scheme") placed before the Board (the transaction being referred to herein after as the "Proposed Transaction").

RESOLVED FURTHER THAT pursuant to the provisions of Section 232(2)(c) of the Act, the draft report explaining the effect of the arrangement pursuant to the Scheme, on each shareholder and key managerial personnel, be and is hereby approved and adopted, and if required, be circulated to the shareholders/ creditors of the Company along with the notice convening the meeting of the shareholders/creditors as may be directed by the NCLT.

RESOLVED FURTHER THAT the Board hereby takes on record the Appointed Date for the Scheme as April 1, 2024, or any other date as may be approved by the NCLT.

RESOLVED FURTHER THAT in the opinion of the Board, the Scheme will be of advantage and be beneficial to the Company, its shareholders and other stakeholders and the terms thereof are fair and reasonable and is not detrimental to the shareholders and other stakeholders of the Company.

RESOLVED FURTHER THAT Mr. Parthasarathy Srinivasan, Director, Mr. Ravi Mathur, Director, Mr. Shailesh Prabhakar Prabhune, Director, Mr. Rajiv Malhotra, Authorised Person, Mr. Rohitash Gupta, Authorised Person, Mr. Aviral Khandelwal, Authorised Person, Mr. Rahul Saini, Authorised Person, Mr. Alok Goel, Authorised Person, Mr. Vishal Rastogi, Authorised Person and Mr. Rakesh Mishra, Authorised Person of the Company ("Authorized Persons") be and are hereby severally authorised to:

- (a) to finalize and settle the Scheme and any other document and agreement required to implement the Proposed Transaction;
- (b) to carry out such modifications, revisions, amendments to the draft Scheme, as may be expedient or necessary, at their discretion, and/or as required by the shareholders, creditors, NCLT, or any other governmental or regulatory authority, or make any other modifications to the Scheme as they may consider necessary or as may be required;
- (c) to sign, file, submit or present the Scheme, along with ancillary applications, petitions, documents and instruments with the jurisdictional NCLT and any other governmental or



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- regulatory authority or person, as may be required in connection with the Scheme, and to do any other act, deed or thing which may be ancillary or incidental to the Scheme or which may otherwise be required for giving effect to any of the provisions contained in the Scheme;
- (d) to engage and/or authorise advisors including advocates, counsel, chartered accountants and other persons as may be required in connection with the Scheme, from time to time;
 - (e) to provide all information, documents and clarifications, as may be required by SAMIL in relation to submission of the Scheme to the stock exchanges;
 - (f) to represent the Company before the NCLT or any other governmental or regulatory authority, as may be required;
 - (g) to do all such lawful acts, deeds and things as they may be deemed necessary and desirable in connection with the approval and sanction of the said Scheme by the NCLT, including but not limited to filing of application before the Hon'ble NCLT seeking dispensation of the meeting of the shareholders and creditors of the Company, filing and executing necessary applications, forms, advertisements, notices, vakalatnamas, affidavits, letters, deeds, instruments, etc., as may be required, for the purpose of obtaining approval for the Scheme from the NCLT;
 - (h) if the dispensation from holding meetings of shareholders/creditors of the Company is not granted by the NCLT, then to take all steps for calling and holding shareholders' and creditors' meetings through e-voting or physical meeting (as may be required) and filing and executing advertisements, notices, reports and other applications, documents, etc. with the NCLT or any other authority and issuing relevant advertisements, notices, explanatory statements, etc.;
 - (i) to suitably inform, apply, make necessary filings and/or represent to the Central and/or State Governments and/or local authorities, as applicable, including to the Income Tax Authorities, Official Liquidator, jurisdictional Registrar of Companies, Regional Director, Employees' State Insurance Authority, Employees Provident Fund Authority and all other applicable authorities, agencies and/or to represent the Company before the said authorities and agencies and to sign and submit such application, letters, forms, returns, undertakings, declarations, deeds or documents and to take all required steps and actions from time to time in connection with the above;
 - (j) to communicate and correspond with the banks, institutions, investors, government authorities, local authorities and other authorities where required about the Scheme and to do all such acts, deeds, matters and things as may be at their discretion deem necessary or desirable for such purpose and with power of the Company to settle any queries, difficulties or doubts that may arise in this regard as they may in their absolute discretion deem fit and proper for the purpose of giving effect to the above resolution;
 - (k) to provide all relevant information that may be required by the advisors (including lawyers and chartered accountants), issue reliance letter and / or management representations (as may be required by the advisors) and to obtain necessary certificates/opinions/letters from the advisors (including the auditors);
 - (l) to incur such other expenses as may be necessary with regard to the Scheme, including payment of fees of the solicitors, advisors, registrars and other agencies and such other expenses that may be incidental to the above, as may be decided by them;
 - (m) to consider, approve, sign and execute all other documents, advertisements, announcements, disclosure, etc. in relation to the Scheme, which may be sent/required to be sent to any person, on behalf of the Company;



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- (n) to take necessary action in relation to stamping of documents in connection with the Proposed Transaction;
- (o) to take all such actions and steps in the above matters and to implement the Scheme, as may be required from time to time;
- (p) to approve/undertake such actions as may be considered necessary for implementation of the said Scheme after the same is sanctioned by the NCLT, including but not limited to, obtaining delivery of the order from the NCLT, authorization of entries to be made in the books of account in term of the Scheme, making filings with the jurisdictional Registrar of Companies, depositories (NSDL/CDSL) and/or any other governmental authorities, and to undertake all other actions required for full and effective implementation of the sanctioned Scheme and to remove and resolve all doubt and difficulties and to do all such lawful acts, deeds and things as they may deem necessary and desirable in connection therewith and incidental thereto;
- (q) to authorise the officers of the Company and/or any other persons to discuss, negotiate, finalise, execute, sign, submit and file all required documents, deeds of assignment/conveyance and any other deeds, documents, schemes, agreements, forms, returns, applications, letters, etc. including any modifications thereto, whether or not under the common seal of the Company, as may be required from time to time, and to do all such acts, deeds, matters and things as they may deem necessary and expedient at their absolute discretion in connection with or incidental to giving effect for the purpose of the above resolutions or to otherwise give effect to the transactions contemplated as aforesaid, without any further approval of the Board;
- (r) to give such directions as they may consider necessary or advisable to settle any question or difficulty arising under the Scheme or in regard to the meaning or interpretation of the Scheme or implementation thereof or in any manner whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under law); and
- (s) to approve withdrawal (and where applicable, re-filing) of the Scheme at any stage in case any changes and/or modifications are suggested/required to be made in the Scheme or any condition suggested, required or imposed, whether by any creditor, NCLT and/or any other authority, are in its view not acceptable to the Company, and/or if the Scheme cannot be implemented otherwise, and to do all such acts, deeds and things as it may deem necessary and desirable in connection therewith and incidental thereto.

RESOLVED FURTHER THAT the Common Seal of the Company be affixed, to the engrossment of any deeds, agreements, documents, writings and instruments as may be required, in the presence of Mr. Parthasarathy Srinivasan, Director or Mr. Ravi Mathur, Director or Mr. Shailesh Prabhakar Prabhune, Director of the Company who shall sign the same and Mr. Rajiv Malhotra, Authorised Person or Mr. Rohitash Gupta, Authorised Person or Mr. Aviral Khandelwal, Authorised Person or Mr. Rahul Saini, Authorised Person or Mr. Alok Goel, Authorised Person or Mr. Vishal Rastogi, Authorised Person or Mr. Rakesh Mishra, Authorised Person of the Company, who shall countersign the same in token thereof in conformity with the provisions of Articles of Association of the Company.

RESOLVED FURTHER THAT this resolution shall remain in full force and effect until otherwise amended or rescinded by the Board.

RESOLVED FURTHER THAT Mr. Parthasarathy Srinivasan, Director, Mr. Ravi Mathur, Director and Mr. Shailesh Prabhakar Prabhune, Director of the Company be and are hereby severally



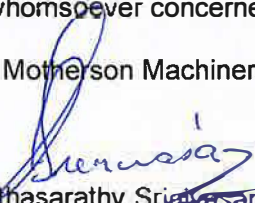
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authorized to sign any copy of this resolution as a certified true copy thereof and furnish the same to whomsoever concerned.”

For Mother'son Machinery and Automations Limited


Parthasarathy Srikrishnan
Director
DIN: 01039931

