

May 10, 2024

To

The Listing/Compliance Department
National Stock Exchange of India Limited (NSE)
Scrip Code - SAKSOFT
Exchange Plaza, 5th Floor,
Plot No. C/1, G Block
Bandra Kuria Complex, Bandra (East)
Mumbai — 400 051

The Listing/Compliance Department
BSE Limited (BSE)
Scrip Code - 590051
FloorNo.25, Phiroze Jeejeebhoy
Towers
Dalai Street, Fort,
Mumbai — 400 001

Dear Sir/Madam,

**Disclosure under Regulation 30 and 37 of the
SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and
SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dt 13-07-2023**

Pursuant to Regulation 30, 37 & Schedule III and all other applicable provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (SEBI Listing Regulations, 2015), and pursuant to SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dt 13th July 2023, we wish to inform you that the Board at its meeting held today (May 10, 2024) has approved the Scheme of Amalgamation between Dreamorbit Softech Private Limited (Transferor Company 1), Threesixty Logica Testing Services Private Limited (Transferor Company 2) and Terafast Networks Private Limited (Transferor Company 3), together referred to as the Transferor Companies, into and with Saksoft Limited ('Transferee Company') and their respective shareholders and creditors ('Scheme'), subject to requisite approvals.

The disclosures pursuant to the above-mentioned Regulation are given hereunder:

S.No.	Particulars	Details/Annexure, if any
1.	Scheme of Amalgamation	Annexure I
2.	Details of the Companies involved in Scheme including Name, Size, Turnover and Areas of Business	Annexure II



	of the respective Companies	
3.	Rationale for the Amalgamation	<p>a. The Transferor Companies are wholly owned subsidiaries of the Transferee Company directly or indirectly and hence, the amalgamation will help to consolidate the entities.</p> <p>b. Simplification of the Group holding structure by elimination of multiple entities</p> <p>c. The amalgamation will lead to greater efficiency in the overall combined business of the Transferor Companies and Transferee Company including economies of scale, efficiency of operations, operational rationalization, organizational efficiency, cash flow management and unfettered access to cash flow generated by the combined business which can be deployed more efficiently for the purpose of development of businesses of the combined entity and their growth opportunities, eliminate inter corporate dependencies, minimize the administrative compliances and to maximize shareholders value.</p> <p>d. The amalgamation will result in reduction in overheads including administrative, managerial and other expenditure, and optimal utilization of resources by elimination of unnecessary duplication of activities and related costs. It will also result in a reduction in the multiplicity of legal and regulatory compliances required at present to be separately carried out by the Transferor Companies and the Transferee Company.</p> <p>e. The amalgamation would motivate the employees of the Transferor Companies by providing better opportunities to scale up their performance with a larger corporate entity having large revenue base, resources, asset base etc., which will boost employee morale and provide the impetus to better corporate performance ultimately enhancing overall shareholder value.</p>



		f. The amalgamation is in the interest of the shareholders, creditors and all other stakeholders of the respective companies and is not prejudicial to the interests of the concerned shareholders, creditors or the public at large.
4.	Cash Consideration – Amount or otherwise Share Exchange Ratio	Since the Transferor Companies are wholly owned subsidiaries and Stepdown Subsidiary of the Transferee Company, upon the scheme being sanctioned by the Tribunal, all the equity shares held by the Transferee Company in the Transferor Companies 1& 2 and the Equity Shares held by the Transferor Company 2 in Transferor Company 3 shall be cancelled and extinguished. Accordingly, there will be no issue and allotment of equity shares of the Transferee Company or Transferor Company 2 to the shareholders of the Transferor Companies, upon the scheme becoming effective and therefore, the requirement of cash consideration does not arise.
5.	Whether the transaction would fall within related party transaction? If yes, whether the same is done at arm's length?	<p>The Transferor Companies 1 & 2 involved in the amalgamation are wholly owned subsidiaries of the Transferee Company and the Transferor Company 3 is the wholly owned subsidiary of the Transferor Company 2, as such Stepdown subsidiary of Transferee Company, and hence would fall under related party transaction. Since the Transferor Companies are wholly owned subsidiaries and Stepdown Subsidiary of the Transferee Company, upon the scheme being sanctioned by the Tribunal, all the equity shares held by the Transferee Company in the Transferor Companies 1 & 2 and Equity shares held by the Transferor Company 2 in Transferor Company 3 shall be cancelled and extinguished.</p> <p>Accordingly, there will be no issue and allotment of equity shares of the Transferee Company to the shareholders of the Transferor Companies, upon the scheme becoming effective.</p> <p>In view of the Clarifications given by the Ministry of Corporate Affairs through its Circular (Clarifications on Matter Relating to Related Party Transactions) dated 17th July 2014, the above transaction being a Scheme of</p>



		<p>Amalgamation would be treated as an exception under Section 188 of the Companies Act, 2013 and consequently, the related compliances / approvals in relation to the scheme are not applicable.</p> <p>Furthermore being transaction between holding company and its wholly owned subsidiaries, any transaction between Parent and wholly owned subsidiary are exempt as per Regulation 23(5)(b) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015</p>
6.	Brief details of change in shareholding pattern (if any) of listed entity.	<p>Since the Transferor Companies are wholly owned subsidiaries and stepdown subsidiary of the Transferee Company, upon the scheme being sanctioned by the Tribunal, all the equity shares held by the Transferee Company in the Transferor Companies shall be cancelled and extinguished. Accordingly, there will be no issue and allotment of equity shares of the Transferee Company to the shareholders of the Transferor Companies, upon the scheme becoming effective therefore there will be no change in the shareholding pattern of Transferee Company.</p>

The Meeting of the Board of Directors of the Company commenced at 03.21 PM and concluded at 3.26 PM. We request you to kindly take the above on record.

Thanking you,

Yours truly,
For Saksoft Limited



Meera Venkatramanan
Company Secretary



SCHEME OF AMALGAMATION

BETWEEN

DREAMORBIT SOFTECH PRIVATE LIMITED ('TRANSFEROR COMPANY 1')

AND

**THREESIXTY LOGICA TESTING SERVICES PRIVATE LIMITED ('TRANSFEROR
COMPANY 2')**

AND

TERAFAST NETWORKS PRIVATE LIMITED ('TRANSFEROR COMPANY 3')

WITH

SAKSOFT LIMITED ('TRANSFEREE COMPANY')

AND

THEIR RESPECTIVE SHAREHOLDERS

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

This Scheme of Amalgamation (“hereinafter referred to as the Scheme”) is presented under section 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 as well as the rules and regulations made thereunder (including any statutory modification or re-enactments or amendments thereof), as may be applicable, read with section 2(1B) of the Income tax Act, 1961 for amalgamation of DREAMORBIT SOFTECH PRIVATE LIMITED (‘Transferor Company 1’), THREESIXTY LOGICA TESTING SERVICES PRIVATE LIMITED (‘Transferor Company 2’) and TERAFAST NETWORKS PRIVATE LIMITED (‘Transferor Company 3’), together referred to as **Transferor Companies** with SAKSOFT LIMITED (‘Transferee Company’) and their respective shareholders.

The Transferor Company 1, Transferor Company 2 are the wholly owned subsidiaries of the Transferee Company and Transferor Company 3 is a wholly owned subsidiary of Transferor Company 2. Therefore, the Transferee Company will not issue any shares under the Scheme.

A. DESCRIPTION OF THE COMPANIES:

(I) Dreamorbit Softech Private Limited or Transferor Company 1 [Corporate Identification Number - U72100TN2010PTC166449 is a private limited company incorporated on 25 March 2010, under the provisions of Companies Act 1956, having its registered address at Global Infocity, Block-A, 2nd Floor, 40 MGR Salai, Kadanchavadi, Perungudi, Kanchipuram, Saidapet, Tamil Nadu, India, 600096. The shares of the Transferor Company 1 are not listed on any stock exchange and the Transferor Company 1 is a wholly owned subsidiary of the Transferee Company. The Transferor Company 1 is engaged in the business of IT services and IT-enabled services delivering customized software solutions and products to Logistics & Transportation Industry.

(II) Threesixty Logica Testing Services Private Limited or Transferor Company 2 [Corporate Identification Number - U72900TN2009PTC120672] is a private limited company incorporated on 12 October 2009, under the provisions of Companies Act, 1956 having its registered address at SP Infocity, block A, 2nd floor, #40, Dr MGR Salai, Kandanchavadi, Perungudi, Chennai, Tamilnadu – 600096. The shares of the Transferor Company 2 are not listed on any stock exchange and the Transferor Company 2 is a wholly owned subsidiary of the Transferee Company. The Transferor Company 2 is engaged in business of IT services and IT-enabled services delivering customized software solutions and products in Quality Assurance, Test Automation, Performance Testing, Cyber Security and Digital Transformation.

(III) Terafast Networks Private Limited or Transferor Company 3 is a private limited company [Corporate Identification Number - U52392TN2004PTC053536] incorporated on 22 June 2004, under the provisions of Companies Act, 1956 having its registered address at 161, Sundararajan Salai, Srinivasanagar, Madipakkam, Chennai TamilNadu 600091. The shares of the Transferor Company 3 are not listed on any stock exchange and the Transferor Company 3 is a wholly owned subsidiary of Transferor Company 2. The Transferor Company 3 is engaged in business of IT services and IT-enabled services relating to Cloud Services, IT Infrastructure and Cyber Security.

(IV) Saksoft Limited or Transferee Company is a listed company [Corporate Identification Number - L72200TN1999PLC054429] incorporated on 24 November 1999, under the provisions of Companies Act, 1956, having its registered address at SP Infocity, Block A, 2nd Floor, 40, MGR Salai, Perungudi, Kadanchavadi, Chennai TamilNadu 600096 India. The equity shares of the Transferee Company are listed on the stock exchanges of the National Stock Exchange of India Limited (‘NSE’) and BSE Limited (‘BSE’), permitted to trade category. The Transferee Company is engaged in business of IT services and IT-enabled services that provides a comprehensive suite of business transformation, information management, application development and testing services.

B. RATIONALE OF THE SCHEME:

In order to consolidate and effectively manage the business of the Transferor Companies and the Transferee Company in a single entity, which will provide several benefits including synergy, economies of scale, attain efficiencies and cost competitiveness, it is intended that the Transferor Companies be merged with Transferee Company would inter alia have the following benefits:

- 1) The Transferor Companies are wholly-owned subsidiaries of the Transferee Company directly or indirectly and hence, the amalgamation will help to consolidate the entities.
- 2) Simplification of the Group holding structure by elimination of multiple entities
- 3) The amalgamation will lead to greater efficiency in the overall combined business of the Transferor Companies and Transferee Company including economies of scale, efficiency of operations, operational rationalization, organizational efficiency, cash flow management and unfettered access to cash flow generated by the combined business which can be deployed more efficiently for the purpose of development of businesses of the combined entity and their growth opportunities, eliminate inter corporate dependencies, minimize the administrative compliances and to maximize shareholders value.
- 4) The amalgamation will result in reduction in overheads including administrative, managerial and other expenditure, and optimal utilization of resources by elimination of unnecessary duplication of activities and related costs. It will also result in a reduction in the multiplicity of legal and regulatory compliances required at present to be separately carried out by the Transferor Companies and the Transferee Company.
- 5) The amalgamation would motivate the employees of the Transferor Companies by providing better opportunities to scale up their performance with a larger corporate entity having large revenue base, resources, asset base etc., which will boost employee morale and provide the impetus to better corporate performance ultimately enhancing overall shareholder value.
- 6) The amalgamation is in the interest of the shareholders, creditors and all other stakeholders of the respective companies and is not prejudicial to the interests of the concerned shareholders, creditors or the public at large.

Further, under the Scheme, there is no arrangement proposed to be entered into with the creditors, either secured and/or unsecured creditors of the Transferor Companies and/or the Transferee Company. No compromise is offered under this Scheme to any of the creditors of the Transferor Companies and/or the Transferee Company. The liability towards the creditors of the Transferor Companies and/or the Transferee Company under the Scheme, is neither being reduced nor being extinguished but shall be assumed and discharged by the Transferee Company in its ordinary course of business.

In view of the aforesaid, the Board of Directors of the Transferor Companies as well as the Board of Directors of the Transferee Company have considered and proposed the amalgamation of the Transferor Companies with the Transferee Company. Accordingly, the Board of Directors of all the Transferor companies and the Transferee Company have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertaking and business of the Transferor Companies into the Transferee Company with effect from the Appointed Date pursuant to the provisions of Section 230-232 and other relevant provisions of the Companies Act, 2013.

C. PARTS OF THE SCHEME:

The scheme of amalgamation is divided into following four parts:

- (i) Part I – deals with the definitions of the terms used in the Scheme, and setting out the share capital of the Transferor Companies and Transferee Company
- (ii) Part II – deals with the transfer of and vesting of the Undertaking of the Transferor Companies to and in the Transferee Company
- (iii) Part III – dealing with the cancellation of shares, change in authorised share capital of the Transferee Company, accounting treatment for the amalgamation in the books of the Transferee Company; and
- (iv) Part IV – deals with the dissolution of the Transferor companies and general clauses, terms and conditions applicable to the Scheme and other matters consequential and integrally connected thereto.

PART I – DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

1) Definitions and Interpretation

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

- 1.1. **‘Act’** means the Companies Act, 1956 and/ or the Companies Act, 2013 and any rules, regulations, notifications, circulars or guidelines issued thereunder including any statutory modifications, re-enactments or amendments thereof for the time being in force.
- 1.2. **‘Applicable Law(s)’** means any statute, notification, bye laws, rules, regulations, guidelines, rule or common law, policy, code, directives, ordinance, schemes, notices, orders or instructions or law enacted or issued or sanctioned by any appropriate authority including any modification or re-enactment thereof for the time being in force.
- 1.3. **‘Appointed Date’** means 1st day of April, 2024 or such other date as may be directed or approved by the National Company Law Tribunal or any other Appropriate Authority for the amalgamation of the Transferor Companies into the Transferee Company.
- 1.4. **‘Appropriate Authority’** means any governmental, statutory, regulatory, departmental or public body or authority of India including but not limited to, the Regional Director, Registrar of Companies, Securities and Exchange Board of India, the National Company Law Tribunal.
- 1.5. **“Board of Directors” or “Board”** in relation to the Transferor Companies and the Transferee Company, as the case may be, means the board of directors of such companies, and shall include a committee duly constituted and authorised or individuals authorized for the purposes of matters pertaining to the merger, this Scheme and/or any other matter relating thereto;
- 1.6. **“Date of Approval by the Board”** means the date on which this Scheme of Amalgamation is approved and adopted by the Board of Directors of the Transferor Companies or the Transferee Company, as applicable.
- 1.7. **‘Effective Date’** means the last of the dates on which the conditions mentioned in Clause 11(a) are satisfied. Any reference in this Scheme to the date of “upon the Scheme becoming operative” or “upon coming into effect of this Scheme” shall mean the Effective Date.
- 1.8. **“Employees”** means all the employees of the Transferor Companies who are on the payroll of the Transferor Companies as on the Effective Date;
- 1.9. **“Encumbrance”** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same and the term “Encumbered” shall be construed accordingly;

- 1.10. “**ESOP**” means the Employee Stock Option Plan approved by the Transferee Company under the ESOP Scheme, 2009.
- 1.11. “**Governmental Authority**” means means Regional Director, any applicable State or local Government, legislative body, tax authority, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction to sanction the Scheme.
- 1.12. “**Registrar of Companies**” means the Registrar of Companies, Chennai, Tamil Nadu having jurisdiction over the Transferor Companies and the Transferee Company.
- 1.13. “**Regional Director**” means the Regional Director, Southern Region, Ministry of Corporate Affairs, headquartered at Chennai, Tamil Nadu.
- 1.14. “**Rules**” means the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.
- 1.15. “**Scheme**” or “**the Scheme**” or “**this Scheme**” means this Scheme of Amalgamation including schedules, as amended or modified, in its present form, as submitted to the Tribunal and as approved or directed by the Tribunal or such other competent authority, as may be applicable.
- 1.16. “**Transferee Company**” means Saksoft Limited, a listed company, incorporated on 24 November 1999, under the Companies Act 1956, having its registered address at SP Infocity, Block A, 2nd Floor, 40, MGR Salai, Perungudi, Kandanchavadi, Chennai TamilNadu 600096 India.
- 1.17. “**Transferor Companies**” means “Dreamorbit Softech Private Limited”, “Threesixty Logica Testing Services Private Limited” and “Terafast Networks Private Limited” collectively;
- 1.18. “**Transferor Company 1**” means Dreamorbit Softech Private Limited, a private limited company, incorporated on 25 March 2010, under Companies Act, 1956, having its registered address at Global Infocity, Block-A, 2nd Floor, 40 MGR Salai, Kadanchavadi, Perungudi, Kanchipuram, Saidapet, Tamil Nadu, India, 600096.
- 1.19. “**Transferor Company 2**” means Threesixty Logica Testing Services Private Limited, a private limited company, incorporated on 12 October 2009, under the Companies Act, 1956, having its registered address at SP INFOCITY, Block A, 2nd Floor, #40 DR MGR SALAI Kandanchavadi, Perungudi Chennai TamilNadu 600096.
- 1.20. “**Transferor Company 3**” means Terafast Networks Private Limited, a private limited company, incorporated on 22 June 2004, under the Companies Act, 1956, having its registered address at 161 Sundararajan Salai Srinivasanagar Madipakkam Chennai TamilNadu 600091 India.
- 1.21. “**Transition Period**” means the period starting from the date immediately after the Appointed Date till the Effective Date.
- 1.22. “**Tribunal**” or “**NCLT**” means the National Company Law Tribunal, Chennai Bench, having jurisdiction in relation to the Transferee Company and the Transferor Companies, being constituted and authorized as per the applicable provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of Companies under Sections 230 to 232 of the Companies Act, 2013, if applicable.

1.23. **“Undertaking”** means all the undertakings and entire business, activities and operations of the Transferor Companies, as a going concern, including (without limitation):

- a) All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature) of the Transferor Companies, whether situated in India or abroad including, without limitation, all land whether freehold or leasehold or otherwise, buildings and structures, offices, branches, residential and other premises, capital work-in-progress, project work-in-progress, machines and equipment, furniture, fixtures, office equipment, computers, information technology equipment, laptops, server, vehicles, appliances, accessories, power lines, stocks, current assets (including inventories, sundry debtors, bills of exchange, loans and advances), investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates, investment in subsidiaries), cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, earnest monies, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Companies, financial assets, benefit of any bank guarantees, performance guarantees and letters of credit, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, tenancies in relation to the office and/or residential properties, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies or in connection with or relating to the Transferor Companies and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Companies, whether in India or abroad whether or not so recorded in the books of accounts or disclosed in the balance sheet of the Transferor Companies;
- b) all permits, quotas, rights, entitlements, licences, contracts, agreements, bids, tenders, unexecuted/open orders of all customers, letters of intent, expressions of interest, memorandums of understanding, offer letters, approvals, consents, subsidies, privileges, lease rights including any license(s) and approval(s), if any, incentives deductions, exemptions, rebates, allowances, amortization, tax credits [including but not limited to advance tax, self-assessment tax, regular tax, securities transaction tax, deferred tax assets/liabilities, Foreign Tax Credit, tax deducted at source, tax collected at source, tax refunds, and exemptions in respect of the profits of the undertaking of the Transferor Companies for the residual period, i.e., for the period remaining as on the Appointed Date out of the total period for which the benefit or exemption is available in law if the merger pursuant to this Scheme does not take place, the input credit balances (including, State Goods & Services Tax (“SGST”), Union Territory Goods and Services Tax (“UTGST”), Integrated Goods and Services Tax (“IGST”) and Central Goods and Services Tax (“CGST”) credits) under the Goods and Service Tax (“GST”) laws, GST refunds, CENVAT/MODVAT credit balances under Central Excise Act, 1944, sales tax law], all other rights including sales tax deferrals and exemptions and other benefits, duty drawback claims, rebate receivables, all customs duty benefits and exemptions, export and import incentives and benefits or any other benefits/incentives/ exemptions/given under any policy announcements issued or promulgated by the government of India or state government or any other government body or authority or any other like benefits under any statute receivables, and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever provisions and benefits of all

agreements, contracts and arrangements and all other interests in connection with or relating to the Transferor Companies, whether or not so recorded in the books of accounts or disclosed in the balance sheet of the Transferor Companies;

- c) all debts, borrowings, obligations, duties and liabilities, both present and future, current and non-current (including deferred tax liabilities, contingent liabilities, liabilities towards bank guarantees, performance guarantees and letters of credit, trade payables, creditors, advance from Customers and the Liabilities and obligations under any licenses or permits or schemes) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized, whether secured or unsecured, whether in Rupees or foreign currency, whether provided for or not in the books of accounts or disclosed in the balance sheet of the Transferor Companies;
- d) all trade and service names and marks, patents, copyrights, goodwill, designs and other intellectual property rights of any nature whatsoever, books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), technology, authorization, drawings, computer programs, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, customer credit information, customer pricing information and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Companies;
- e) All staff and Employees and other obligations of whatsoever kind, including liabilities of the Transferor Companies with regard to its Employees, with respect to the payment of bonus, performance pay, leave encashment, gratuity, superannuation, pension benefits and the provident fund or compensation or benefits, if any, in the event of resignation, death, voluntary retirement or retrenchment or otherwise; and
- f) Any statutory licenses, permissions, registrations or approvals or consents held by the Transferor Companies required to carry on the operations shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company and the benefit of all the statutory and regulatory permissions and approvals, environmental approvals and consents, registration or other licenses and consents shall vest in and become available to the Transferee Company as if they were originally obtained by the Transferee Company. In so far as the various incentives, subsidies, grants, rehabilitation scheme, special status and other benefits or privileges enjoyed, granted by any Governmental Authority or by any other person, or availed by the Transferor Companies, are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions as applicable to the Transferor Companies, as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to the Transferee Company.

All 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 and other applicable laws, rules, regulations, bye - laws, as the case may be or any statutory modification or re-enactment thereof for the time being in force.

References to clauses and recitals, unless otherwise provided, are to clauses and recitals of and to this Scheme.

The headings herein shall not affect the construction of this Scheme.

Unless the context otherwise requires:

- i. the singular shall include the plural and vice versa, and references to one gender include all genders.
- ii. references to a person include any individual, Hindu Undivided Family, firm, body corporate (whether incorporated or not), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives' body (whether or not having separate legal personality).
- iii. reference to any law or to any provision thereof or to any rule or regulation promulgated thereunder includes a reference to such law, provision, rule or regulation as it may, from time to time, be amended, supplemented or re-enacted, or to any law, provision, rule or regulation that replaces it.

2) DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form with or without any modification(s) approved or imposed or directed by the Tribunal or any other competent authority, or made as per the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date.

Any references in the Scheme to 'upon the Scheme becoming effective' or 'upon this Scheme becoming effective' or 'effectiveness of the Scheme' shall mean the Effective Date.

3) SHARE CAPITAL

- 3.1. The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company 1 as on the date of approval of the Scheme by the Board of Directors of the Transferor Company 1 is as below:

Equity shares	Amount (in INR)
Authorized share capital	
30,000 Equity Shares of Rs.10 each fully paid up	300,000
Issued, Subscribed & Paid-up Capital	
14, 150 Equity Shares of Rs.10 each fully paid up	141,500

- 3.2. The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company 2 as on the date of approval of the Scheme by the Board of Directors of the Transferor Company 2 is as below:

Equity shares	Amount (in INR)
Authorized share capital	
10,000 Equity Shares of Rs.10 each fully paid up	100,000
Issued, Subscribed & Paid-up Capital	
10,000 Equity Shares of Rs.10 each fully paid up	100,000

- 3.3. The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company 3 as on the date of approval of the Scheme by the Board of Directors of the Transferor Company 3 is as below:

Equity shares	Amount (in INR)
Authorized share capital	
50,000 Equity Shares of Rs.10 each fully paid up	500,000
Issued, Subscribed & Paid-up Capital	
50,000 Equity Shares of Rs.10 each fully paid up	500,000

- 3.4. The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferee Company as on the date of approval of the Scheme by the Board of Directors of the Transferee Company is as below:

Share capital	Amount (in Rs.)
Authorized share capital:	
20,10,00,000 equity shares of Rs.1 each fully paid up	20,10,00,000
Issued, subscribed & paid-up share capital:	
10,60,41,000 equity shares of Rs.1 each fully paid up	10,60,41,000

There are no existing commitments, obligations or arrangements by the Transferee Company as on the date of approval of this Scheme by the Board of the Transferee Company to issue any further shares or convertible securities. The existing stock options issued by the Transferee Company to the employees of the Transferor Companies and Transferee Company in the normal course, if any, under the Employee Stock Option Plan ('ESOP') scheme, 2009 shall continue to exist.

**PART II – TRANSFER AND VESTING OF UNDERTAKING OF THE TRANSFEROR
COMPANIES WITH THE TRANSFEREE COMPANY**

4) TRANSFER AND VESTING OF UNDERTAKING

4.1. Transfer and vesting of assets

Upon the coming into effect of this Scheme and with effect from the Appointed Date, pursuant to the sanction of this Scheme by the Tribunal or any other competent authority and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, the entire business and whole of the Undertaking of the Transferor Companies shall be and stand vested in or be deemed to have been vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.

Without prejudice to the generality of the above clause, upon this Scheme becoming effective and with effect from the Appointed Date:

- a) All the estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances comprised in the Undertaking of whatsoever nature and where so ever situate shall or any kind of moveable property whatsoever, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any, without any further act or deed, be and stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as and from the Appointed Date, the estate, assets, properties, rights, claims, title, interest and authorities of the Transferee Company.

- b) All immovable properties of the Transferor Companies, if any, including land together with the buildings and structures standing thereon and rights and interests in immovable properties of the Transferor Companies, whether freehold or leasehold or otherwise, and all documents of title, rights and easements in relation thereto shall be vested in and/or be deemed to have been vested in the Transferee Company by operation of law pursuant to sanctioning of the Scheme and upon the Scheme becoming effective and with effect from the Appointed Date, without any further act or deed done or being required to be done by the Transferor Companies and/or the Transferee Company. Such assets shall stand vested in the Transferee Company and shall be deemed to be and become the property as an integral part of the Transferee Company by operation of law. The Transferee Company shall be entitled to exercise all rights and privileges attached to such immovable properties and shall be liable to pay the ground rent and Taxes and fulfil all obligations in relation to or applicable to such immovable properties. The mutation or substitution of the title to the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the appropriate authorities pursuant to the sanction of this Scheme by the Tribunal and upon the coming into effect of this Scheme in accordance with the terms hereof. Further the mere filing thereof with the appropriate registrar or sub-registrar or with the relevant Government Authority shall suffice as a record of continuing title with pTransferee Company and shall be constituted as a deemed mutation and substitution thereof. The Transferee Company shall upon the Scheme becoming effective be entitled to the delivery and possession of all documents of title to such immovable property in this regard from the Transferor Companies. Further, at the discretion of Transferee Company, such immovable properties including leasehold rights can be vested pursuant to a separate conveyance or any other agreement as well.

- c) Without prejudice to the provisions of Clause 4.1 (a) and 4.1 (b) above, in respect of such assets and properties of the Transferor Companies as are movable in nature or incorporeal property or are otherwise capable of vesting or transfer by delivery or possession, or by endorsement and/or delivery, the same shall stand so transferred or vested by the Transferor Companies upon the coming into effect of this Scheme, and shall, become the assets and property of the Transferee Company with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act, without requiring any deed or instrument of conveyance for transfer or vesting of the same.
- d) In respect of such of the assets and properties belonging to the Transferor Companies including sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any government, quasi government, local or other authority or body or with any company or other person, the same shall stand transferred to and vested in the Transferee Company and/or be deemed to have been transferred to and vested in the Transferee Company, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
- e) All assets, rights, title, interest, investments and properties of the Transferor Companies as on the Appointed Date, whether or not included in the books of the Transferor Companies, and all assets, rights, title, interest, investments and properties, which are acquired by the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets, rights, title, interest, investments and properties of the Transferee Company, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and with effect from the Appointed Date or from the date of their acquisition (after the Appointed Date but before the Effective Date) as the case may be, pursuant to the provisions of Sections 230 to 232 of the Act.
- f) All the profits or costs, charges, or expenditure accruing to the Transferor Companies in India and abroad or expenditure or losses arising or incurred or suffered by the Transferor Companies shall for all purpose be treated and be deemed to be and accrue as the profits, costs, charges, expenditure or losses of the Transferee Company, as the case may be.
- g) All taxes (including but not limited to advance tax, self-assessment tax, regular tax, Minimum Alternate tax, securities transaction tax, deferred tax assets/liabilities, Foreign Tax Credit, tax deducted at source, tax collected at source, value added tax, sales tax, service tax, customs duty, CGST, UTGST, IGST, SGST, etc.), including any interest, penalty, surcharge and cess, if any, paid /payable by or refunded / refundable to the Transferor Companies, including all or any refunds or claims or credits thereof, shall be treated as the tax paid / payable by the Transferee Company, or as the case may be, refunds/claims/credits, of the Transferee Company, and any tax incentives, advantages, privileges, accumulated losses under Income-tax Act, 1961, allowance for unabsorbed depreciation under Income-tax Act, deductions otherwise admissible such as under Sections 40, 40A, 43B, etc. of the Income-tax Act, exemptions, credits, deductions / holidays, remissions, reductions etc., as would have been available to the Transferor Companies, shall pursuant to this Scheme becoming effective, be available to the Transferee Company;

- h) All the benefits under the various incentive schemes and policies that the Transferor Companies are entitled to, including tax credits, tax deferral, exemptions, holidays and benefits, subsidies, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed by the Transferor Companies, rights of any claim not made by the Transferor Companies in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Companies and any interest thereon and all rights or benefits that have accrued or which may accrue to the Transferor Companies, whether on, before or after the Appointed Date, shall upon this Scheme becoming effective and with effect from the Appointed Date be transferred to and vest in the Transferee Company and all benefits, entitlements and incentives of any nature whatsoever, shall be claimed by the Transferee Company and these shall relate back to the Appointed Date as if the Transferee Company was originally entitled to all benefits under such incentive schemes and/or policies; and
- i) All the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether on, before or after the Appointed Date, including income tax benefits and exemptions, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in and/or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

4.2 Transfer of contracts and agreements

- a) Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, insurance, letters of Intent, memorandums of understanding, offer letters, undertaking, policies and other instruments of whatsoever nature, to which the Transferor Companies are a party or to the benefit of which Transferor Companies may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies concerned, the Transferee Company had been a party or beneficiary or oblige thereto or thereunder.
- b) Without prejudice to the other provisions of this Scheme and notwithstanding that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Companies are a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, after the Effective Date, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to carry out or

perform all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.

- c) Without prejudice to the generality of the foregoing, upon the coming into effect of this Scheme and with effect from the Appointed Date, all consents, permissions, licences, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Companies shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.

4.3 Transfer and Vesting of Liabilities

- a) Upon the coming into effect of this Scheme and with effect from the Appointed Date, all debts and liabilities of the Transferor Companies including all secured and unsecured debts (in whatsoever currency), liabilities (including contingent liabilities), duties and obligations of the Transferor Companies of every kind, nature and description whatsoever whether present or future, and howsoever arising, along with any charge, encumbrance, lien or security thereon (herein referred to as the "Liabilities") shall, pursuant to the sanction of this Scheme by the Tribunal and under the provisions of Sections 230 to 232 of the Act and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company, to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date, the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen.
- b) Where any such debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date have been discharged by such Transferor Companies on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.
- c) All loans raised and utilised and all liabilities, duties and obligations incurred or undertaken by the Transferor Companies on or after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed be stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- d) Loans, advances and other obligations (including any bank guarantees, performance guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time from the Appointed Date to the Effective Date become due between the Transferor Companies and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party

and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.

4.4 Encumbrances

- a) The transfer and vesting of the assets comprised in the Undertaking to the Transferee Company under Clause 4.1 and Clause 4.2 of this Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.
- b) All Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Companies shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date, provided that if any of the assets of the Transferor Companies have not been Encumbered, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. Furthermore, no duty (including stamp duty), levy, cess of any nature will be payable by the Transferee Company at the time of transfer of the encumbrance, charge and/or right covered above with respect to the immovable property.
- c) The existing Encumbrances over the other assets and properties of the Transferee Company or any part thereof which relate to the Liabilities of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.
- d) Any reference in any security documents or arrangements (to which any of the Transferor Companies are a party) to the Transferor Companies and their respective assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Companies transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- e) Upon the coming into effect of this Scheme, the Transferee Company shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of this Scheme.
- f) It is expressly provided that, save as herein provided, no other term or condition of the Liabilities transferred to the Transferee Company is amended by virtue of this Scheme except to the extent that such amendment is required statutorily.
- g) The provisions of this clause shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings or the terms of sanction or issue or any security document shall stand modified and/or superseded by the foregoing provisions.

4.5 Employees of Transferor Companies

- a) Upon the coming into effect of this Scheme, all Employees of the Transferor Companies in India and abroad shall, become the employees of the Transferee Company, on same terms and conditions and shall not be less favourable than those on which they are engaged by the Transferor Companies and without any interruption of or break in service as a result of the merger of the Transferor Companies with the Transferee Company. For the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such Employees with the Transferor Companies and such benefits to which the Employees are entitled in the Transferor Companies shall also be taken into account and paid (as and when payable) by the Transferee Company.
- b) Insofar as the provident fund, gratuity fund, superannuation fund, retirement fund and any other funds or benefits created by the Transferor Companies for its Employees or to which the Transferor Companies are contributing for the benefit of its Employees (collectively referred to as the “Funds”) are concerned, the Funds or such part thereof as relates to the Employees (including the aggregate of all the contributions made to such Funds for the benefit of the Employees, accretions thereto and the investments made by the Funds in relation to the Employees) shall be transferred to the Transferee Company and shall be held for the benefit of the concerned Employees. In the event the Transferee Company has its own funds in respect of any of the employee benefits referred to above, the Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, be merged with the relevant funds of the Transferee Company. In the event that the Transferee Company does not have its own funds in respect of any of the above or if deemed appropriate by the Transferee Company, the Transferee Company may, subject to necessary approvals and permissions, maintain the existing funds separately and contribute thereto until such time that the Transferee Company creates its own funds, at which time the Funds and the investments and contributions pertaining to the Employees shall be merged with the funds created by the Transferee Company.
- c) In relation to those Employees for whom the Transferor Companies are making contributions to the government provident fund or other employee benefit fund, the Transferee Company shall stand substituted for the Transferor Companies, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such Employees, such that all the rights, duties, powers and obligations of the Transferor Companies as the case may be in relation to such schemes/ Funds shall become those of the Transferee Company.
- d) Upon the Scheme becoming effective, the stock options (whether vested or not) issued by the Transferee Company to the employees of the Transferor Companies under the existing ESOP Scheme, 2009 shall continue to exist and the benefits under the said ESOP scheme shall not be any less favourable in comparison to the benefits, which such employees would have received if the merger had not taken place.
- e) It is hereby clarified that in relation to the options granted under the ESOP Scheme to the eligible employees of the Transferor Companies, the period of vesting prior to the merger under this Scheme, shall also be taken into account for determining the minimum vesting period required under applicable law or agreement or deed for stock options granted under the ESOP Scheme, 2009;

4.6 Legal, Taxation and other Proceedings

- a) Upon the coming into effect of this Scheme, all suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Companies pending on the Effective Date shall be continued and/or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted by or against the Transferee Company.
- b) If any suit, appeal or other proceeding of whatever nature by or against the Transferor Companies are pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies as if this Scheme had not been made.
- c) In case of any litigation, suits, recovery proceedings including but not limited to any claims by ex-employees pertaining to any dispute prior to the Effective Date which are to be initiated or may be initiated against the Transferor Companies, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company.

5) POWER TO GIVE EFFECT TO THIS PART

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

PART III – CANCELLATION OF SHARES AND ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFeree COMPANY

6) CANCELLATION OF SHARES

- 6.1 Upon the Scheme coming into effect, all the shares of the Transferor Companies held by the Transferee Company or by Transferor Company 2 (either directly or through nominees) shall stand cancelled without any further application, act or deed. It is clarified that no new shares shall be issued, or payment made in cash whatsoever by the Transferee Company in lieu of such shares held by the Transferee Company in Transferor Company 1 and Transferor Company 2 or shares held by Transferor Company 2 in the Transferor Company 3.
- 6.2 Upon coming into effect of this Scheme, the shares and the share certificates held by the Transferee Company in Transferor Company 1 and Transferor Company 2 or the share certificates held by the Transferor Company 2 in Transferor Company 3 shall without any further application, act or deed be deemed to have been automatically cancelled and be no effect without any necessity of them being surrendered.

7) ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFeree COMPANY

- 7.1 The Transferee Company shall, record all the assets and liabilities of the Transferor Companies vested in it pursuant to this Scheme, in accordance with the treatment provided for 'Pooling of Interest Method' as prescribed in the Indian Accounting Standard (IND AS) 103 (Appendix C):'Accounting for Business Combinations under common control' and other applicable IND – AS prescribed under section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standard) Rules, 2015 (as amended). In this case, since the Transferor Companies are wholly owned subsidiaries which are getting merged with the Transferee Company, the transaction only means that all the assets, liabilities and reserves of the Transferor Companies which were appearing in the consolidated financial statements of Group immediately before the merger would now be a part of the separate financial statements of the Transferee Company. Accordingly, the value of all the assets, liabilities and reserves pertaining to the Transferor Companies as appearing in the consolidated financial statements of the Transferee Company would be recognised in the standalone financial statements of the Transferee Company.
- 7.2 The balance of the retained earnings appearing in the financial statements of the Transferor Companies determined as per Ind AS, shall be aggregated with the corresponding balance of the retained earnings appearing in the financial statements of the Transferee Company. The identity of the reserves standing in the books of the Transferor Companies determined as per Ind AS shall be preserved and shall appear in the financial statements of the Transferee Company in the same form and at the same values at which they appeared in the financial statements of the Transferor Companies.
- 7.3 Upon the Scheme becoming operative, comparative financial information in the financial statements of the Transferee Company shall be restated. Comparative financial information of Transferor Companies shall be incorporated in the financial statements of the Transferee Company from the date from which the Transferor Companies were under common control.
- 7.4 Upon the Scheme becoming operative, the difference, if any, between the carrying amount in the books of the Transferee Company of its investments in the equity share capital of the Transferor Companies which shall stand cancelled consequent to the Scheme and the aggregate face value

of such equity share capital shall, subject to the other provisions contained herein, be adjusted to the capital reserves of the Transferee Company.

- a) Inter-company balances, if any, will stand cancelled.
- b) All transactions entered between the Transferor Companies and the Transferee Company shall stand cancelled.
- c) In case of any differences in accounting policy between the Transferor Companies and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference, if any, will be quantified and adjusted in the Capital Reserve Account to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

7.5 All costs and expenses incurred in connection with the Scheme and to put it into operation and any other expenses or charges attributable to the implementation of the Scheme shall be debited to the Statement of Profit and Loss of the Transferee Company.

8) CONDUCT OF BUSINESS

During the period from the Appointed Date to the end of the Transition Period

- 8.1 The Transferor Companies shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts and investments for and on account of, and in trust for, the Transferee Company;
- 8.2 The Transferor Companies shall carry on their business and activities with due business prudence and shall not, without prior written consent of the Transferee Company or pursuant to any pre-existing obligation, sell transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with any part of its assets nor incur or accept or acknowledge any debt, obligation or liability except as is necessary in the ordinary course of business.
- 8.3 all profits and income accruing or arising to the Transferor Companies and losses and expenditure arising or incurred by them (including taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Transferee Company;
- 8.4 any of the rights, powers, authorities or privileges exercised by the Transferor Companies shall be deemed to have been exercised by the Transferor Companies for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Companies shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company; and
- 8.5 all taxes (including, without limitation, income tax, Minimum Alternate Tax, sales tax, service tax, VAT, excise and custom duties, Central Goods and Service Tax law (CGST), State Goods and Service Tax law (SGST), Union Territory Goods and Services Tax (UTGST), and Integrated Goods and Service Tax law (IGST), foreign

taxes, etc.) paid or payable by the Transferor Companies or credits thereof, in respect of the operations and/or the profits of the Transferor Companies before the Appointed Date, shall be on account of the Transferor Companies and, insofar as it relates to the tax payment (including, without limitation, income tax, sales tax, service tax, VAT, excise and custom duties, CGST, SGST, UTGST, IGST, foreign taxes, etc.), whether by way of deduction at source, tax collected at source, advance tax, self-assessment tax, regular tax, or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of the Transferor Companies with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.

- 8.6 If and to the extent there are inter-corporate loans, deposits, balances or agreements as between the Transferor Companies and the Transferee Company, the obligations in respect thereof shall, on and from the Appointed Date, stand cancelled and there shall be no obligation/ outstanding balance in that behalf.
- 8.7 Pending sanction of the Scheme, the Transferor Companies shall not, except by way of issue of shares / convertible debentures to the Transferee Company, increase its capital (by fresh issue of shares, convertible debentures or otherwise).
- 8.8 Without prejudice to the foregoing provisions, with effect from the Appointed Date, all inter-party transactions amongst Transferor Companies and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date. Further, it is clarified that the above clause has no impact whatsoever on any taxes in the form of income-tax, goods and service tax, service tax, works contract tax, value added tax etc. paid on account of such transactions. The taxes paid shall be deemed to have been paid by or on behalf of the Transferee Company and on its own account and therefore, the Transferee Company will be eligible to claim the credit / refund of the same and is also entitled to revise returns, as may be necessary, to give effect to the same.
- 8.9 For the avoidance of doubt, it is hereby clarified that nothing in the Scheme shall prevent the Transferee Company and/or the Transferor Companies from declaring and paying dividends, whether interim or final, to its shareholders; and
- 8.10 For the avoidance of doubt, it is hereby further clarified that nothing in the Scheme shall prevent the Transferee Company from issuance of bonus shares, rights issue, splitting or consolidation of its shares, making investments or undertaking merger or demerger or any other mode of restructuring concurrently with the Scheme.
- 8.11 Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act (including for purposes of carry forward and set-off of tax losses, unabsorbed depreciation, credits and tax benefits), service tax, sales tax, VAT, excise and customs laws, as may be applicable, CGST, SGST, UTGST, IGST and other tax laws and to claim refunds and/or credits for taxes paid by Transferor Companies, and to claim tax benefits, under the Income Tax Act and other tax laws etc. and for matters incidental thereto, if required to give effect to the provisions of this Scheme. The order of the Tribunal sanctioning this Scheme shall be deemed to be an order permitting the Transferee Company to prepare and/or revise its financial statements and books of accounts on and from the Appointed Date and no further act shall be required to be undertaken by the Transferee Company.

- 8.12 All tax assessment proceedings/appeals of whatsoever nature by or against the Transferor Companies pending and/or arising at the Appointed Date and relating to the Transferor Companies shall be continued and/or enforced until the Effective Date by the Transferor Companies. In the event of the Transferor Companies failing to continue or enforce any proceeding/appeal, the same may be continued or enforced by the Transferee Company, at the cost of the Transferee Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Companies.
- 8.13 Further, the afore mentioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the merger of the Transferor Companies with the Transferee Company or anything contained in the Scheme.
- 8.14 All taxes (including but not limited to advance tax, self-assessment tax, regular tax, dividend distribution tax, securities transaction tax, deferred tax assets/liabilities, Foreign Tax Credit, tax deducted at source, tax collected at source, value added tax, sales tax, service tax, customs duty, CGST, IGST, SGST, UTGST etc.), including any interest, penalty, surcharge and/or cess, paid / payable by or refunded / refundable to the Transferor Companies with effect from the Appointed Date, including all or any refunds or claims or credits shall be treated as the tax liability or refunds/ claims/credits, etc. as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, accumulated losses under Income-tax Act, allowance for unabsorbed depreciation under Income-tax Act, including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source such as under Sections 40, 40A, 43B, etc. of the Income-tax Act, exemptions, credits, deductions/holidays, remissions, reductions, service tax input credits, GST input credits, export benefits, central value added tax credits, value added/sales tax/entry tax credits or set-offs etc., as would have been available to the Transferor Companies, pursuant to this Scheme becoming effective, be available to the Transferee Company and the relevant authority shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon coming into effect of this Scheme.
- 8.15 The taxes (including but not limited to advance tax, self-assessment tax, regular tax, dividend distribution tax, securities transaction tax, tax deducted at source, tax collected at source, service tax, value added tax, sales tax, excise and custom duties, CGST, SGST, UTGST, IGST), including any interest, penalty, surcharge and/or cess,, if any, paid by the Transferor Companies under the Income tax Act, Central Goods and Services Tax Act, State Goods and Services Tax, Integrated Goods and Services Tax Act and Union Territory Goods and Service Tax Act, or any other statute for the period commencing from the Appointed Date shall be deemed to be the taxes paid by the Transferee Company and credit for such taxes shall be allowed to the Transferee Company notwithstanding that certificates or challans for such taxes are in the name of the Transferor Companies and not in the name of the Transferee Company.
- 8.16 The Transferee Company shall also be permitted to claim refunds / credits in respect of any transaction between the Transferor Companies and the Transferee Company. Upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its income tax returns and related withholding tax certificates,

including withholding tax certificates, relating to transactions between the Transferor Companies and the Transferee Company, and to claim refunds, advance tax and withholding tax credits, foreign taxes and carry forward of accumulated losses, unabsorbed depreciation etc., pursuant to the provisions of this Scheme.

9) SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Company under this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or concluded after the Appointed Date and during the Transition Period, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

**PART IV - DISSOLUTION OF TRANSFEROR COMPANIES, GENERAL
CLAUSES, TERMS AND CONDITIONS APPLICABLE TO THE SCHEME**

10) Dissolution of the Transferor Companies

Upon the coming into effect of this Scheme, the Transferor Companies shall stand dissolved without going through the process of winding-up and without any further act or deed by parties on such terms and conditions as the Tribunal may direct or determine.

11) Conditionality to the Scheme

- a) The effectiveness of the Scheme is conditional upon and subject to:
- i. This Scheme being approved by all the shareholders of the Transferor Companies and by the respective requisite majorities of creditors and various class of creditors of the Transferor Companies as required under the Act and/or as may be directed by the Tribunal and the requisite orders of the Tribunal being obtained.
 - ii. Sanction of the Appropriate Authority, being obtained under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Act and Rules made thereunder, if so required, by or on behalf of the Transferor Companies and the Transferee Company. All other sanction and approvals as may be required by law in respect of this scheme being obtained.
 - iii. The certified copy of the order of the Tribunal under Section 230 to 232 and other applicable provisions of the Act sanctioning the Scheme being filed with the Registrar of Companies, Tamil Nadu at Chennai by the Transferor Companies and the Transferee Company.
- b) On the approval of this Scheme by the shareholders of the Transferor Companies and the Transferee Company, if required, such shareholders shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the merger set out in this Scheme, related matters and this Scheme itself.

12) Filing of Company Application with the Tribunal

The Transferor Companies and the Transferee Company (if required), shall, with all reasonable dispatch, make applications/petitions to the Tribunal under Section 230 to 232 and other applicable provisions of the Act for sanctioning of this Scheme.

The Transferor Companies shall take all necessary steps for sanctioning of this Scheme and for its dissolution without winding up and apply for and obtain such other approvals, if any, required under the law.

13) Modifications or amendments to the Scheme

- 13.1 The Transferor Companies and the Transferee Company, if applicable, through their respective Board of Directors, may assent from time to time on behalf of all the persons concerned to any modifications or amendments or additions to this Scheme subject to approval of the Tribunal or to any conditions or limitations which the Tribunal and/or any other competent authorities, if any, under the law may deem fit and approve of or impose and which the Transferor Companies and the Transferee Company may in their discretion deem fit and may resolve all doubts or difficulties that may arise for carrying out this Scheme and do and execute all acts,

deeds, matters and things necessary for bringing this Scheme into effect. The aforesaid powers of the Transferor Companies and the Transferee Company may be exercised by their respective Boards of Directors.

- 13.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Board of Directors of the Transferor Companies or the Transferee Company may give and is hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties in the same manner as if the same were specifically incorporated in this Scheme.

14) Effect of Non-Receipt of Approvals/Sanctions

In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme not being sanctioned by the Appropriate Authority and / or the Order not being passed as aforesaid within such period or periods as may be agreed upon between the Transferor Companies and the Transferee Company by their Board of Directors (and which the Board of Directors of the Transferor Companies and the Transferee Company are hereby empowered and authorized to agree to and extend the Scheme from time to time without any limitation) this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights 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. If any part of this Scheme hereof is invalid, held illegal or unenforceable, under any present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in the Scheme, as will best preserve for the parties the benefits and obligations of the Scheme, including but not limited to such part.

15) Validity of Existing Resolutions

- 15.1 Upon the coming into effect of this Scheme, the resolutions, if any, of the Transferor Companies, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and deemed to have authorized any Director of the Transferee Company or such other person(s) as authorized by any two Directors of the Transferee Company to do all acts, deeds, things as may be necessary to give effect to these Resolutions, without any further acts to be done by the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

- 15.2 Upon the coming into effect of this Scheme, the borrowing limits of the Transferee Company in terms of Section 180 of the Act shall be deemed, without any further act or deed, to have been enhanced by the aggregate limits of the Transferor Companies which are being transferred to the Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of the Transferee Company, with effect from the Appointed Date.

16) POWER TO WITHDRAW THE SCHEME AT ANY TIME

In the event of any condition, amendment or modification that may be imposed by the Tribunal or any competent authority, or if the Board of Directors of the Transferor Companies or the Board of Directors of the Transferee Company, may find it unacceptable for any reason or if the Board of Directors of the Transferor Companies or Transferee Company decides, they shall be at a liberty to withdraw from the Scheme unconditionally.

17) Costs, Charges and Expenses

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

18) MISCELLANEOUS

In case any doubt, difference or issue shall arise between the Transferor Company and the Transferee Company or any of their shareholders, creditors, employees and/or persons entitled to or claiming any right to any shares in the Transferor Company or the Transferee Company, as to the construction of this Scheme or as to any account, valuation 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 Transferor Company and the Transferee Company, and the decision arrived at therein shall be final and binding on all concerned.

Annexure II

1. Transferor Company 1

Particulars	Details
Name	Dreamorbit Softech Private Limited
Authorised Share Capital	Rs. 3,00,000 (30,000 Equity Shares of Rs. 10/- each)
Paid up Share Capital	Rs. 1,41,500 (14,150 Equity Shares of Rs. 10/- each)
Revenue from Operations for the year ended 31 st March 2023.	Rs. 92.74 Crores
Areas of Business	Engaged in business of IT services and IT-enabled services delivering customized software solutions and products to Logistics & Transportation Industry.

2. Transferor Company 2

Particulars	Details
Name	Threesixty Logica Testing Services Private Limited
Authorised Share Capital	Rs. 1,00,000 (10,000 Equity Shares of Rs. 10/- each)
Paid up Share Capital	Rs. 1,00,000 (10,000 Equity Shares of Rs. 10/- each)
Revenue from Operations for the year ended 31 st March 2023.	Rs. 63.52 crores
Areas of Business	Engaged in business of IT services and IT-enabled services delivering customized software solutions and products in Quality Assurance, Test Automation, Performance Testing, Cyber Security and Digital Transformation.

3. Transferor Company 3

Particulars	Details
Name	Terafast Networks Private Limited
Authorised Share Capital	5,00,000 (50,000 Equity shares of Rs. 10 each)

Paid up Share Capital	5,00,000 (50,000 Equity shares of Rs. 10 each)
Revenue from Operations for the year ended 31 st March 2023.	Rs. 16.25 crores
Areas of Business	Engaged in business of IT services and IT-enabled services relating to Cloud Services, IT Infrastructure and Cyber Security.

4. Transferee Company

Particulars	Details
Name	Saksoft Limited
Authorised Share Capital	20,10,00,000 (20,10,00,000 of Rs. 1 each)
Paid up Share Capital	10,60,41,000 (10,60,41,000 of Rs. 1 each)
Revenue from Operations for the year ended 31 st March 2023.	Rs. 209.39 crores
Areas of Business	Engaged in business of IT services and IT-enabled services that provides a comprehensive suite of business transformation, information management, application development and testing services.