

Date: August 9, 2016

The Listing Department
The National Stock Exchange of India Ltd.
Exchange Plaza, 5th Floor, BKC,
Bandra (E), Mumbai 400 051
NSE Symbol: GEOMETRIC

The Listing Department
BSE Limited
Phiroze Jeejeebhoy Tower
Dalal Street, Mumbai – 400 001
BSE Scrip Code: 532312

Dear Sirs,

Sub.: Regulation 30 - Brief Proceedings of the Court Convened Meeting and Extraordinary General Meeting

This is with further reference to our letter dated July 15, 2016 enclosing the notice and explanatory statement of the court convened meeting (“**CCM**”) seeking approval of the Composite Scheme of Arrangement and Amalgamation (“**Scheme**”) between the Company, HCL Technologies Limited, 3D PLM Software Solutions and their respective shareholders and creditors and extraordinary general meeting (“**EGM**”) seeking approval for matters set forth in the notice of the EGM, by the equity shareholders of Geometric Limited (“**Company**”).

As on August 9, 2016 the following meetings of shareholders were convened for approving the respective agenda:

Court Convened Meeting

1. To approve the arrangement embodied in the Composite Scheme of Arrangement and Amalgamation between Geometric Limited, HCL Technologies Limited and 3D PLM Software Solutions Limited, and their respective shareholders and creditors (“**Scheme**”)

Extraordinary General Meeting

1. Utilization of Securities Premium Account in accordance with the Scheme.
2. Amendment of ESOP Scheme 2009-Employees, ESOP Scheme 2011, ESOP Scheme 2013 Employees, ESOP Scheme 2013 – Directors and ESOP Scheme 2015 in accordance with the Scheme.
3. Proposed compensation for Mr. Manu Parpia, Managing Director & CEO.

The shareholders were offered remote e-voting and voting by poll (through poll papers) and electronic voting by insta-poll facility at the CCM and EGM.

Copies of Notices are attached for your ready reference.

Thanking you,

Yours Faithfully,
For **Geometric Limited**



Sunipa Ghosh
Company Secretary & Compliance Officer

Encl.: a/a.

Geometric Limited

CIN: L72200MH1994PLC077342

Unit No. 703-A, 7th floor, B Wing, Reliable Tech Park, Airoli, Navi Mumbai 400 708 India
T +91.22.67056500 F +91.22.67056891 www.geometricglobal.com

Reg. Office: Plant 11, 3rd floor, Pirojshanagar, Vikhroli (West), Mumbai 400 079 India



GEOMETRIC LIMITED

(CIN: L72200MH1994PLC077342)

Regd. Office: Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai 400 079

E-mail: Investor-relations@geometricglobal.com Website: www.geometricglobal.com

Tel.: +91-22-2518 9205 Fax: +91-22-6705 6891

**COURT CONVENED MEETING
AND
EXTRAORDINARY GENERAL MEETING
OF
THE EQUITY SHAREHOLDERS**

COURT CONVENED MEETING		
Day	:	Tuesday
Date	:	August 9, 2016
Time	:	11:00 a.m.
Venue	:	Conference Room no. 307, 3 rd Floor, Godrej & Boyce Manufacturing Co. Ltd, Plant 13 (Annexe), Gate No 8 (Industries gate), Pirojshanagar, Vikhroli (East), Mumbai - 400 079, Maharashtra

E-VOTING		
Start Date	:	Thursday, August 4, 2016 at 9:00 a.m.
Last Date	:	Monday, August 8, 2016 at 5:00 p.m.

EXTRAORDINARY GENERAL MEETING		
Day	:	Tuesday
Date	:	August 9, 2016
Time	:	11:30 a.m. or immediately after the conclusion of the Court Convened Meeting, whichever is later.
Venue	:	Conference Room no. 307, 3 rd Floor, Godrej & Boyce Manufacturing Co. Ltd., Plant 13 (Annexe), Gate No 8 (Industries gate), Pirojshanagar, Vikhroli (East), Mumbai-400 079, Maharashtra

S1. No.	Contents	Page No.
1.	Notice of Court Convened Meeting of the Equity Shareholders of Geometric Limited under the provisions of Sections 391 to 394 and other relevant provisions of the Companies Act, 1956, Companies Act, 2013 and any amendments thereto or re-enactments thereof.	3
2.	Explanatory Statement under Section 393 of the Companies Act, 1956, read with Section 102 of the Companies Act, 2013.	7
3.	Annexure 1 Composite Scheme of Arrangement and Amalgamation.	19
4.	Annexure 2 Fairness opinion dated April 1, 2016 issued by JM Financial Institutional Securities Limited.	50
5.	Annexure 3 Copy of the Observation Letter dated June 8, 2016 issued by BSE Limited.	57
6.	Annexure 4 Copy of the Observation Letter dated June 7, 2016 issued by National Stock Exchange of India Limited.	59
7.	Annexure 5 Complaints Report dated May 25, 2016 submitted to BSE Limited and Complaints Report dated May 25, 2016 submitted to National Stock Exchange of India Limited.	61
8.	Annexure 6 Pre-Scheme shareholding pattern of Geometric Limited based on the shareholding pattern filed with the Stock Exchanges as on March 31, 2016.	62
9.	Annexure 7 Pre-Scheme and post-Scheme shareholding pattern of HCL Technologies Limited based on the shareholding pattern filed with the Stock Exchanges as on March 31, 2016.	71
10.	Annexure 8 Pre-Scheme and post-Scheme shareholding pattern of 3D PLM Software Solutions Limited.	81
11.	Notice of Extraordinary General Meeting of Geometric Limited pursuant to Section 100 of the Companies Act, 1956, read with Section 52 of the Companies Act, 2013.	97
12.	Explanatory Statement under Section 100 of the Companies Act, 1956, Section 52 and Section 102 of the Companies Act, 2013.	101
Attached Separately (in loose leaf form)		
1.	Form of Proxy and Attendance Slip for Court Convened Meeting.	Loose Insert
2.	Form of Proxy and Attendance Slip for Extraordinary General Meeting.	Loose Insert

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SUMMONS FOR DIRECTION NO 532 OF 2016

In the matter of the Companies Act, 1956 and other relevant provisions of the Companies Act, 2013;

And

In the matter of Sections 391 to 394 read with Sections 100 to 104 of the Companies Act, 1956 and Section 52 of Companies Act, 2013 and the applicable provisions of the Companies Act, 1956 and/or Companies Act, 2013;

And

In the matter of the Composite Scheme of Arrangement and Amalgamation amongst Geometric Limited, HCL Technologies Limited and 3D PLM Software Solutions Ltd and their respective shareholders and creditors.

Geometric Limited, CIN No.: L72200MH1994PLC077342)
a company incorporated under the Companies Act, 1956)
and having its registered office at Plant 11, 3rd Floor,)
Pirojshanagar, Vikhroli (West), Mumbai – 400079, Maharashtra) Applicant Company

NOTICE CONVENING THE MEETING OF THE EQUITY SHAREHOLDERS OF THE APPLICANT COMPANY

To,

The Equity Shareholders of **Geometric Limited** (“**Applicant Company**”):

TAKE NOTICE that by an order made on Friday, July 1, 2016, in the above mentioned Company Summons for Direction (“**Order**”), the Hon’ble High Court of Judicature at Bombay has directed that a meeting of the Equity Shareholders of the Applicant Company, be convened and held on Tuesday, 9th day of August, 2016 at 11.00 a.m. at Conference Room no. 307, 3rd Floor, Godrej & Boyce Manufacturing Co. Ltd, Plant 13 (Annexe), Gate No 8 (Industries gate), Pirojshanagar, Vikhroli (East), Mumbai-400 079, Maharashtra, to transact the business below. This notice is given for consideration of the resolution below to be passed at such Court Convened Meeting and by e-voting pursuant to Regulation 44 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Section 108 of the Companies Act, 2013 read with the relevant rules:

To consider and, if thought fit, approve with or without modification(s), the following resolution under Sections 391 to 394 of the Companies Act, 1956 (including any statutory modification(s) or re-enactment thereof for the time being in force), provisions of Companies Act, 2013 as may be applicable, for approval of the proposed Composite Scheme of Arrangement and Amalgamation (the “**Scheme**”) amongst Geometric Limited (“**Demerged Company**” / “**Transferor Company**”) and HCL Technologies Limited (“**Resulting Company**”) and 3D PLM Software Solutions Limited (“**Transferee Company**”) and their respective shareholders and creditors:

“**RESOLVED THAT** pursuant to the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Companies Act, 1956 (including any statutory modification(s) or re-enactment thereof for the time being in force), provisions of Companies Act, 2013 as may be applicable, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Securities and Exchange Board of India Circular No. CIR/CFD/CMD/16/2015 dated November 30, 2015 read with, the observation letters issued by each of the BSE Limited and the National Stock Exchange of India Limited, dated June 8, 2016 and June 7, 2016 respectively, relevant provisions of other applicable laws, the provisions of the Memorandum and Articles of Association of the Company and subject to the approval of the Hon’ble High Court of Judicature at Bombay and Hon’ble High Court of Delhi, the Competition Commission of India, the Reserve Bank of India, and such other approvals, permissions and sanctions of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by any regulatory or other authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the “**Board**”, which term shall be deemed to mean and include the committee constituted/to be constituted by the Board to exercise its powers including the powers conferred by this Resolution), the proposed arrangement and amalgamation embodied in the Scheme placed before this meeting and initialed by the Chairman of the meeting for the purpose of identification, be and is hereby approved.

RESOLVED FURTHER THAT the Board be and is hereby authorized to do all such acts, deeds, matters and things, as may be considered requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the arrangements embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme, as the Board may deem fit and proper.”

TAKE FURTHER NOTICE that in pursuance of the said Order and as directed therein, a meeting of the Equity Shareholders of the Applicant Company, will be held on Tuesday, 9th day of August, 2016 at 11.00 a.m. at Conference Room no. 307, 3rd Floor, Godrej & Boyce Manufacturing Co. Ltd, Plant 13 (Annexe), Gate No 8 (Industries gate), Pirojshanagar, Vikhroli (East), Mumbai-400 079, Maharashtra at which day, date time, and place you are requested to attend.

TAKE FURTHER NOTICE that you may attend and vote at the said meeting in person or by proxy provided that a proxy in the prescribed form, duly signed by you or your authorised representative, is deposited at the Registered Office of the Applicant Company at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai-400079, Maharashtra, not later than 48 hours before the scheduled time of commencement of the aforesaid meeting.

TAKE FURTHER NOTICE that the Applicant Company has provided the facility of remote e-voting. Accordingly, you may also cast your vote electronically, i.e. through remote e-voting.

The Hon'ble High Court of Judicature at Bombay, vide the Order, has appointed Mr. J. N. Godrej, Non-Executive Chairman of the Company, failing him, Mrs. Anita Ramachandran, Non-Executive, Independent Director of the Company and failing her, Dr. K. A. Palia, Non-Executive Director of the Company, to be the Chairman of the said meeting or of any adjournment(s) thereof.

A copy of the Scheme, the Explanatory Statement under Section 393 of the Companies Act, 1956 and Section 102 of the Companies Act, 2013, observation letter issued by BSE Limited (“**BSE**”) and National Stock Exchange of India Limited (“**NSE**”), Fairness Opinion, Complaints Report, pre-Scheme shareholding pattern of the Applicant Company, pre-Scheme and post-Scheme shareholding pattern of the Resulting Company, pre-Scheme and post-Scheme shareholding pattern of the Transferee Company, Form of Proxy and Attendance Slip are enclosed.

sd/-
Mr. J. N. Godrej
Chairman appointed for the meeting
DIN:00076250

Date: July 8, 2016

Place: Mumbai

CIN: L72200MH1994PLC077342

Registered office: Plant 11, 3rd Floor,

Pirojshanagar, Vikhroli (West),

Mumbai-400079, Maharashtra

Notes:

1. Only a registered Equity Shareholder of the Applicant Company is entitled to attend and vote at the meeting. **A REGISTERED EQUITY SHAREHOLDER IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HIMSELF AND SUCH PROXY NEED NOT BE A MEMBER OF THE APPLICANT COMPANY.** All alterations made in the Form of Proxy should be initialed. The instrument appointing a proxy must be deposited at the Registered Office of the Company not less than 48 hours before the scheduled time for commencement of the Meeting.
2. As per Section 105 of the Companies Act, 2013 and rules made there under, a person can act as proxy on behalf of members not exceeding 50 (fifty) and holding in the aggregate not more than 10 (ten) percent of the total share capital of the company carrying voting rights. Further, a member holding more than 10 (ten) percent of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or Shareholder.
3. Only registered Equity Shareholders of the Applicant Company may attend and vote (either in person or by proxy or by Authorised Representative of a Body Corporate under Section 113 of the Companies Act, 2013) at the court convened Equity Shareholders' meeting. The Authorised Representative of a body corporate which is a registered Equity Shareholder of the Applicant Company may attend and vote at the Equity Shareholders' meeting provided a certified copy of the resolution of the Board of Directors under Section 113 of the Companies Act, 2013 or other governing body of the body corporate authorizing such representative to attend and vote at the Equity Shareholders' meeting is deposited at the Registered Office of the Applicant Company not later than 48 hours before the meeting.

4. Companies or bodies corporate who are registered Equity Shareholder(s) of the Applicant Company would be required to deposit certified copy of the resolution of the Board of Directors under Section 113 of the Companies Act, 2013 or other governing body of such companies / body corporate, as the case may be, authorizing the individuals named therein, to attend and vote at the meeting on its behalf. These documents must be deposited at the Registered Office of the Applicant Company not later than 48 hours before the meeting.
5. Members/proxies/authorized representatives attending the meeting are requested to bring a copy of the notice of the meeting, and produce it at the entrance of the meeting venue, along with duly filled signed attendance slip.
6. Registered Equity Shareholders who hold shares in dematerialized form are requested to bring their Client ID and DP ID details for easy identification of their attendance at the meeting.
7. The quorum of the meeting of the Equity Shareholders of the Applicant Company shall be 30 (thirty) Equity Shareholders of the Applicant Company, present in person in terms of the order passed by the Hon'ble High Court of Judicature at Bombay on July 1, 2016.
8. Members are informed that in case of joint holders attending the meeting, only such joint holder whose name stands first in the Register of Members of the Applicant Company in respect of such joint holding will be entitled to vote.
9. The Notice is being sent to all the Members, whose names appeared in the Register of Members as on Friday, July 8 2016. This notice of the Court Convened Meeting of the Members of the Applicant Company is also displayed/posted on the website of the Applicant Company, <http://www.geometricglobal.com/>.
10. The Notice convening the aforesaid meeting will be published through advertisement in Free Press Journal (Mumbai edition) in English language and translation thereof in Navshakti (Mumbai edition) in Marathi language, having wide circulation in the district where the registered office of the Applicant Company is situated.
11. The Applicant Company has appointed Mr. Himanshu S. Kamdar, Practising Company Secretary (Membership No. FCS 5171) as the Scrutinizer to scrutinize the e-voting process in a fair and transparent manner.
12. The queries, if any, related to the Scheme should be sent to the Applicant Company in the name of Chief Financial Officer and Company Secretary at its Registered Office in such a way that the Applicant Company will receive the same at least 7 (seven) days before the meeting.
13. The documents referred to in the accompanying Explanatory Statement shall be open for inspection by the Equity Shareholders at the Registered Office of the Applicant Company on all working days between 11:00 a.m. to 3:00 p.m. upto Monday, August 8, 2016.

VOTING THROUGH E-VOTING

In compliance with provisions of Section 108 of the Companies Act, 2013 read with Rule 20 of the Companies (Management and Administration) Rules, 2014 and Regulation 44 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Applicant Company is pleased to offer E-Voting facility as an alternate mode of voting, for its Equity Shareholders, to enable them to cast their votes electronically. E-Voting is optional. For this purpose, necessary arrangements have been made with Central Depository Services (India) Limited (CDSL) to facilitate remote e-Voting. It may be noted that the facility for voting through ballot paper will also be made available at the meeting and the Equity Shareholders attending the meeting who have not already cast their before the meeting by way of remote e-Voting shall be able and entitled to exercise their right at the meeting through ballot paper. Members who have cast their votes by remote e-voting prior to the Meeting may attend the Court Convened Meeting but shall not be entitled to cast their votes again.

The instructions for e-Voting are as under:

- (i) The voting period begins at 9:00 am on Thursday, August 4, 2016 and ends at 5:00 pm on Monday, August 8, 2016. During this period shareholders of the Applicant Company, holding shares either in physical form or in dematerialized form, as on the cut-off date of August 2, 2016, may cast their vote electronically. The e-voting module shall be disabled by CDSL for voting thereafter.
- (ii) The shareholders should log on to the e-voting website www.evotingindia.com
- (iii) Click on "Shareholders".
- (iv) Now Enter your User ID
 - For CDSL: 16 digits beneficiary ID,
 - For NSDL: 8 Character DP ID followed by 8 Digits Client ID,
 - Members holding shares in Physical Form should enter Folio Number registered with the Company
- (v) Next enter the Image Verification as displayed and Click on Login.
- (vi) If you are holding shares in Demat form and had logged on to www.evotingindia.com and voted on an earlier voting of any company, then your existing password is to be used.

(vii) If you are a first time user follow the steps given below

For Members holding shares in Demat Form and Physical Form	
PAN	Enter your 10 digit alpha-numeric PAN issued by Income Tax Department (Applicable for both demat shareholders as well as physical shareholders) <ul style="list-style-type: none"> Members who have not updated their PAN with the Company/Depository Participant are requested to use the first two letters of their name and the 8 digits of the sequence number in the PAN field.
Dividend Bank Details OR Date of Birth (DOB)	Enter the Dividend Bank Details or Date of Birth (in dd/mm/yyyy format) as recorded in your demat account or in the company records in order to login. <ul style="list-style-type: none"> If both the details are not recorded with the depository or company please enter the member id / folio number in the Dividend Bank details field as mentioned in instruction (iv).

(viii) After entering these details appropriately, click on "SUBMIT" tab.

(ix) Members holding shares in physical form will then reach directly the EVSN selection screen. However, members holding shares in demat form will now reach 'Password Creation' menu wherein they are required to mandatorily enter their login password in the new password field. Kindly note that this password is to be also used by the demat holders for voting for resolutions of any other company on which they are eligible to vote, provided that company opts for e-voting through CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.

(x) For Members holding shares in physical form, the details can be used only for e-voting on the resolutions contained in this Notice.

(xi) Click on the EVSN for GEOMETRIC LIMITED on which you choose to vote.

(xii) On the voting page, you will see "RESOLUTION DESCRIPTION" and against the same the option "YES/NO" for voting. Select the option "YES" or "NO" as desired. The option "YES" implies that you assent to the Resolution and option "NO" implies that you dissent to the Resolution.

(xiii) Click on the "Resolutions File Link" if you wish to view the entire Resolutions.

(xiv) After selecting the resolution you have decided to vote on, click on "SUBMIT". A confirmation box will be displayed. If you wish to confirm your vote, click on "OK", else to change your vote, click on "CANCEL" and accordingly modify your vote.

(xv) Once you "CONFIRM" your vote on the resolution, you will not be allowed to modify your vote.

(xvi) You can also take out print of the voting done by you by clicking on "Click here to print" option on the Voting page.

(xvii) If Demat account holder has forgotten the changed password then Enter the User ID and the image verification code and click on Forgot Password & enter the details as prompted by the system.

(xviii) Shareholders can also cast their vote using CDSL's mobile app m-Voting available for android based mobiles. The m-Voting app can be downloaded from Google Play Store. Apple and Windows phone users can download the app from the App Store and the Windows Phone Store respectively on or after 30th June 2016. Please follow the instructions as prompted by the mobile app while voting on your mobile.

(xix) Note for Non – Individual Shareholders and Custodians:

- Non-Individual shareholders (i.e. other than Individuals, HUF, NRI etc.) and Custodian are required to log on to www.evotingindia.com and register themselves as Corporates.
- A scanned copy of the Registration Form bearing the stamp and sign of the entity should be emailed to helpdesk.evoting@cdslindia.com
- After receiving the login details a Compliance User should be created using the admin login and password. The Compliance User would be able to link the account(s) for which they wish to vote on.
- The list of accounts linked in the login should be mailed to helpdesk.evoting@cdslindia.com and on approval of the accounts they would be able to cast their vote.
- A scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favour of the Custodian, if any, should be uploaded in PDF format in the system for the scrutinizer to verify the same.

(xx) In case you have any queries or issues regarding e-voting, you may refer the Frequently Asked Questions ("FAQs") and e-voting manual available at www.evotingindia.co.in under help section or write an email to helpdesk.evoting@cdslindia.com

Encl: As above

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SUMMONS FOR DIRECTION NO 532 OF 2016**

In the matter of the Companies Act, 1956 and other relevant provisions of the Companies Act, 2013;

And

In the matter of Sections 391 to 394 read with Sections 100 to 104 of the Companies Act, 1956 and Section 52 of Companies Act, 2013 and the applicable provisions of the Companies Act, 1956 and/or Companies Act, 2013;

And

In the matter of the Composite Scheme of Arrangement and Amalgamation amongst Geometric Limited, HCL Technologies Limited and 3D PLM Software Solutions Ltd and their respective shareholders and creditors.

Geometric Limited, CIN No.: L72200MH1994PLC077342)
a company incorporated under the Companies Act, 1956)
and having its registered office at Plant 11, 3rd Floor,)
Pirojshanagar, Vikhroli (West), Mumbai – 400079, Maharashtra) Applicant Company

EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956 AND SECTION 102 OF THE COMPANIES ACT, 2013 TO THE NOTICE OF THE COURT CONVENED MEETING OF THE EQUITY SHAREHOLDERS OF GEOMETRIC LIMITED

In this statement, Geometric Limited is referred to as the “**Applicant Company**” or “**GL**” or “**Demerged Company**” or “**Transferor Company**”, HCL Technologies Limited is referred to as the “**Resulting Company**” or “**HL**” and 3D PDLM Software Solutions Limited is referred to as the “**Transferee Company**” or “**GSL**”. The other definitions contained in the enclosed Composite Scheme of Arrangement and Amalgamation (“**Scheme**”) will apply to this Explanatory Statement. The following statement as required under Section 393 of the Companies Act, 1956 and Section 102 of the Companies Act, 2013, sets forth the details of the Scheme, its effects and any material interests of the directors and key managerial personnel in their capacity as members.

1. This is a statement accompanying the Notice convening the meeting of the Equity Shareholders of GL, pursuant to an Order dated Friday, July 1, 2016 passed by the Hon’ble High Court of Judicature at Bombay in the Company Summons for Direction referred to hereinabove, to be held on Tuesday, 9th day of August, 2016 at 11.00 a.m. at Conference Room no. 307, 3rd Floor, Godrej & Boyce Manufacturing Co. Ltd, Plant 13 (Annexe), Gate No 8 (Industries gate), Pirojshanagar, Vikhroli (East), Mumbai-400 079, Maharashtra, for the purpose of considering and, if thought fit, approving with or without modification(s), the arrangement and amalgamation proposed under the Scheme amongst GL, HL and GSL and their respective shareholders and creditors under Sections 391 to 394 of the Companies Act, 1956 and other relevant provisions of the Companies Act, 1956 and the Companies Act, 2013, as applicable. The Scheme, *inter alia*, provides that (a) the IT enabled engineering services, product lifecycle management services and engineering design productivity software tools business of the Applicant Company shall be transferred to the Resulting Company by way of a demerger; and (b) immediately following the demerger, the remaining undertaking of the Applicant Company comprising its shareholding in the Transferee Company, shall be amalgamated with the Transferee Company. The Scheme also provides for various other matters consequential to or otherwise integrally connected with the above. A copy of the Scheme setting out in detail terms and conditions of the Scheme which has been approved by the Audit Committee and the Board of Directors at their respective meetings held on April 1, 2016, is attached to this Explanatory Statement (annexed at **Annexure 1**).
2. Further, as required under paragraph 9(c) of Annexure I of the SEBI Circular bearing number CIR/CFD/CMD/16/2015 dated November 30, 2016, GL has furnished an undertaking certified by the auditor (B S R & Co. LLP) and duly approved by the Board of Directors stating the non-applicability of paragraph 9(a) of the said circular to the proposed Scheme. The said undertaking is displayed on the website of GL.

BACKGROUND OF THE COMPANIES

3. **GL - Demerged Company - Transferor Company – Applicant**
 - 3.1. GL, a public limited company was incorporated on March 25, 1994 under the Companies Act, 1956, as a private limited company under the name ‘Geometric Software Services Company Private Ltd.’ having registered office at Plant 19-A, Phirojshanagar, Vikhroli (West), Bombay 400079. Thereafter, it became a deemed public limited

company with effect from September 27, 1994 and the word 'private' was deleted and the name of GL was changed to 'Geometric Software Services Company Limited'. Thereafter, pursuant to the issue of the fresh certificate of incorporation consequent on change of name dated August 20, 1998, the name was changed from 'Geometric Software Services Company Limited' to 'Geometric Software Solutions Company Limited'. On January 10, 2000, Geometric became a public limited company from a deemed public limited company under Section 43A of the Companies Act, 1956 subsequent to the initial public offer undertaken by GL in January 2000.

- 3.2. GL has its registered office situated at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079 in the State of Maharashtra.
- 3.3. The share capital of GL as on April 1, 2016 is as under:

Particulars	Rupees
Authorized Capital	
80,000,000 equity shares of Rs. 2 each	160,000,000
Total	160,000,000
Issued, Subscribed and Paid-up*	
65,030,414 equity Shares of Rs. 2 each fully paid up	130,060,828
Total	130,060,828

* After considering the outstanding employee stock options, the issued share capital on a fully diluted basis is 6,72,54,346 equity shares of INR 2 each. Pursuant to allotment of 2,12,280 equity shares on May 6, 2016 due to exercise of stock options and cancellation of 1,47,750 employee stock options during the period after April 1, 2016 till May 31, 2016, the issued and paid up capital as on May 31, 2016 is 6,52,42,694 equity shares of INR 2 each fully paid up.

- 3.4. The equity shares of GL are listed on BSE Limited and the National Stock Exchange of India Limited (“**Stock Exchanges**”).
- 3.5. The objects of GL are set out in its Memorandum of Association. GL is engaged in the IT enabled engineering services, PLM services and engineering design productivity software tools (“**Demerged Business**”) through the Demerged Business Undertaking (as defined in the Scheme); and also holds 58% of the share capital of GSL which is engaged in the business of providing the following services to Dassault Systemes and its affiliates: (i) developing software and other products and providing software solutions and software services; (ii) providing professional, consulting and shared services (i.e. processing centre services). The objects, *inter alia*, along with serial numbers as stated in the Memorandum of Association, are set out as under:

III (A) 1. To design, develop, market and support software particularly in the field of Computer Aided Design and Computer Aided Manufacture and to provide services such as designing and developing of customised solutions in the field of Computer Aided Manufacture, Computer Aided Design, Modelling, Geometry, Machining, Drafting, Drawing, Interfacing with other software on a project and / or contract basis.

III (A) 2. To install hardware and software and to provide service thereon such as programming systems, design, analysis, documentation, dataprocessing services, data preparation, planning, computerisation services, project planning, scheduling, production and commercial systems, and such other services related to the above hardware and software, whether such services be on closed or open shop basis, block time or shared time basis, self-service or operator assisted basis or on a turnkey contract basis or otherwise.”

4. HL - Resulting Company

- 4.1. HL, a public limited company, was incorporated on the 12th day of November, 1991 under the name and style of HCL Overseas Limited under the provisions of the Companies Act, 1956 vide Certificate of Incorporation bearing No. 55-46369. HL was issued a Certificate for Commencement of Business from the Registrar of Companies on February 10, 1992. Subsequently, in the year 1994, the name of HL was changed to HCL Consulting Limited and a fresh Certificate of Incorporation consequent on change of name dated July 14, 1994, was issued by the Registrar of Companies. Thereafter in the year 1999, the name of HL was again changed to its present name i.e. HCL Technologies Limited and a fresh certificate of incorporation was issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana on October 6, 1999.
- 4.2. HL has its registered office situated at 806, Siddharth, 96, Nehru Place, New Delhi, Delhi in the State of Delhi.
- 4.3. The share capital of HL as on April 1, 2016 is as under:

Particulars	Rupees
Authorised Capital	
1,500,000,000 equity shares of Rs. 2 each	3,000,000,000
Total	3,000,000,000

Particulars	Rupees
Issued, Subscribed and Paid-up	
1,414,068,010 equity shares of Rs. 2 each fully paid-up	2,828,136,020
Total	2,828,136,020

* As of 1st April, 2016, this includes 1,41,03,81,314 equity shares which are fully paid up and 36,86,696 equity shares representing outstanding (granted but not exercised) employee stock options under the Resulting Company's employee stock option schemes.

Pursuant to allotment of 1,78,800 equity shares on 14th April, 2016 and 1,96,240 equity shares on 31st May, 2016 due to exercise of employee stock options, the issued, subscribed and paid up capital of the Resulting Company as on 31st May, 2016 is Rs. 2,821,512,708 comprising 1,41,07,56,354 equity shares of Rs. 2 each. Further, the Resulting Company has 33,11,656 equity shares representing outstanding (granted but not exercised) employee stock options under the Resulting Company's employee stock option schemes. Upon exercise of such stock options, the issued, subscribed and paid-up capital of the Resulting Company shall be Rs. 2,828,136,020.

- 4.4. The equity shares of HL are listed on the Stock Exchanges.
- 4.5. The objects of HL are set out in its Memorandum of Association. HL is primarily engaged in the business of providing IT services, IT Infrastructure services, applications services and business process related services. The objects, *inter alia*, along with serial numbers as stated in the Memorandum of Association, are set out as under:

"A. **THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**

- To develop, provide, undertake, design, import, export, distribute and deal in systems and application software for microprocessor based information systems, offshore software development projects, software project consultancy, development of computer languages and allied computer services and to own and/or operate data processing and service bureau centres in India and abroad and to perform all types of software-led IT Solutions, remote infrastructure management services, business process outsourcing including, but not limited to digital solutions, software as a service, cloud computing, engineering, research and development services, network and network security, data center management, client server services, IT enabled services, IT help desk services and any and all allied activities and/ or technological evolutions of any of the above.*
- To advise and render services like staff and management recruitment, training and placements, technical analysis of data, electronic data processing, preparation of project reports, surveys and analysis for implementation of project and their progress review, critical path analysis, organisation and methods studies and other economic, mathematical, statistical, scientific and modern management techniques and to establish and render any and all consultancy and other services of professional and technical nature and to undertake assignments, jobs and appointments.*
- To carry on in India or elsewhere all or any of the business or businesses of designers, assemblers and manufacturers of, dealers in, distributors, representatives, agents, hirers, and leasing and/or under hire purchase of all kinds of information technology assets, hardware, electronic and other devices, computers, accessories thereof and peripherals, any other articles, products, by-products, materials, appliances, apparatus and substitutes thereof."*

5. GSL - Transferee Company

- 5.1. 3D PLM Software Solutions Limited, an unlisted public limited company, was incorporated on December 14, 2001 in the name 'PLM Software Solutions Ltd.' under the provisions of the Companies Act, 1956. Subsequently, on January 28, 2002, it changed its name to its present name i.e. '3D PLM Software Solutions Ltd.'
- 5.2. GSL has its registered office situated at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079 in the State of Maharashtra.
- 5.3. The share capital of GSL as on April 1, 2016 is as under:

Particulars	Rupees
Authorised Capital	
2,700,000 equity shares of Rs. 10 each	27,000,000
300,000 Class 'A' and Class 'B' Equity Shares of Rs.10 each with differential voting rights	3,000,000
Total	30,000,000
Issued, Subscribed and Paid-up	
1,373,246 equity shares of Rs 10 each fully paid	13,732,460
72,965 Class 'A' Equity Shares of Rs 10 each fully paid	729,650
105,989 Class 'B' Equity Shares of Rs 10 each fully paid	1,059,890
Total	15,522,000

The Applicant Company holds 900,200 shares representing 58% of the paid-up share capital of the Transferee Company. Dassault Systemes, a company incorporated under the laws of France along with Dassault Systemes Americas Corp owns 42% of the Transferee Company.

- 5.4. The objects of GSL are set out in its Memorandum of Association. GSL is engaged in the business of providing the following services: (i) developing software and other products and providing software solution services software services; (ii) providing professional, consulting and shared services (i.e. processing centre services). The objects, *inter alia*, along with serial numbers as stated in the Memorandum of Association, are set out as under:

III. (A). 1. *To carry on business of software development either in form of services under contract or in the form of development of technologies. Provide IT enabled services such as support, call centers and the like and other services related to software in covering all areas like software particularly in the field of Product Lifecycle Management (PLM).*

BACKGROUND OF THE SCHEME

6. The Scheme provides for :

6.1. **Demerger**

The demerger ("**Demerger**") of the Demerged Business Undertaking (as more particularly defined in the Scheme) but excluding the shares held by GL in GSL and vesting of the same in HL as a going concern with effect from March 31, 2016 ("**Appointed Date**"); and

6.2. **Amalgamation**

Thereafter, amalgamation ("**Amalgamation**") of GL comprising the shares ("**Remaining Undertaking**" as more particularly defined in the Scheme) held by GL in its subsidiary GSL with GSL with effect from the Appointed Date.

7. The consideration for the Demerger and the Amalgamation pursuant to the Scheme is as per the following entitlement ratios:

7.1. **Demerger**

For every 43 equity shares of face value of Rs. 2 each held in GL by the equity shareholders of GL on the record date, 10 equity shares of Rs. 2 each fully paid up of HL for the Demerger.

7.2. **Amalgamation**

7.2.1. To each resident shareholder of GL and subject to the approval of the Reserve Bank of India ("**RBI**") to each non-resident shareholder of GL, 1 fully paid up redeemable preference share of Rs. 68 each of GSL ("**Redeemable Preference Shares**") for every 1 fully paid up equity share each held in GL; and

7.2.2. If the approval of the RBI as contemplated above is not received, the non-resident shareholders shall be issued and allotted 24 fully paid up unlisted equity shares of Rs. 10 each of GSL for every 1,793 fully paid up equity shares of Rs. 2 each of GL held by such shareholders which shall be compulsorily purchased by Dassault Systemes and / or their affiliates or its nominees immediately on issuance at a price of Rs. 5,080.30 per equity share of GSL.

8. The equity shares issued by HL to the shareholders of GL pursuant to the Demerger are proposed to be listed on the Stock Exchanges.
9. The Redeemable Preference Shares issued by GSL pursuant to the Amalgamation are proposed to be listed on BSE Limited. However, the equity shares, if any, issued by GSL to each non resident shareholder of GL pursuant to the Amalgamation will remain unlisted and compulsorily purchased in the manner set out in the Scheme.

RATIONALE OF THE SCHEME

10. The Demerger of the Demerged Business Undertaking from GL into HL and the merger of GL with GSL is sought to be undertaken to help in achieving the following:

10.1. **Demerger**

HL has a rapidly growing engineering services business and is a leader in embedded systems and software engineering services with strengths in the aerospace, hi-tech and telecom markets. GL is a leader in PLM software services combined with capability in mechanical engineering and some unique technologies. GL's market strength lies in automotive and industrial arenas.

The consolidation will widen the markets and expertise and the combined entity will be able to offer its customers a unique blend of services and solutions around PLM, engineering software, embedded software, mechanical engineering and geometry related technologies.

10.2. **Amalgamation**

GL and Dassault Systemes recognize that the changes in technology and the consequent evolution of software development would require a very tight and close integration between the research and development centers of Dassault Systemes.

The proposed integration of GSL into Dassault Systèmes as a result of the Amalgamation will mark the strategic next phase in the contribution of GSL in Dassault Systemes' strategic research and development operations.

While the Amalgamation will result in transfer of ownership and control of GSL to Dassault Systemes, it will also provide the shareholders of GL an opportunity to directly participate and receive listed Redeemable Preference Shares of GSL as consideration.

SALIENT FEATURES OF THE SCHEME

11. The salient features of the Scheme are as follows:

Chapter 1

XXX

(B) Chapters in the Scheme

The Scheme is divided into 4 chapters, the details of which are as follows:

1. **Chapter 1:** Chapter 1 of the Scheme inter-alia sets forth the background of the companies involved in the Scheme, overview and objects of the Scheme.
2. **Chapter 2:** Chapter 2 deals with the Demerger and transfer and vesting of Demerged Business Undertaking of Transferor Company into Resulting Company.
3. **Chapter 3:** Chapter 3 deals with the Amalgamation of Transferor Company comprising the Remaining Undertaking with Transferee Company.
4. **Chapter 4:** Chapter 4 provides for general terms and conditions applicable to the Scheme.

XXX

1. GENERAL DEFINITIONS AND INTERPRETATIONS

XXX

"Appointed Date" means the opening hours of business on March 31, 2016;

XXX

"Demerged Business Undertaking" has been defined in the Scheme which is annexed to **Exhibit 'H'** hereto;

"DS" means Dassault Systemes, a company incorporated under the laws of France, who along with DS Affiliate owns 42% of Transferee Company;

"DS Affiliate" means Dassault Systemes Americas Corp, a Delaware corporation;

XXX

"Effective Date" means the last of the dates on which all the conditions and matters referred to in Clause 35.1 of the Scheme have been fulfilled, obtained or waived, as applicable. XXX

XXX

"Framework Agreement" shall mean the agreement dated April 1, 2016 executed between Resulting Company and Transferor Company dealing inter alia with the demerger of the Demerged Business Undertaking to the Resulting Company;

XXX

"High Courts" means the High Court of Judicature at Bombay having jurisdiction in relation to Transferor Company and Transferee Company and High Court of Delhi having jurisdiction in relation to Resulting Company and shall include, if applicable, the National Company Law Tribunal, or such other forum or authority as may be vested with the powers of a High Court for the purposes of Sections 391 to 394 of the Companies Act, 1956 or Sections 230 to 232 of the Companies Act, 2013, as may be applicable;

"Record Date" shall mean such date to be fixed by the Board of Directors of Transferor Company or a committee thereof duly authorized by the Board of Directors of Transferor Company for the purpose of determining the members of Transferor Company to whom shares of the Resulting Company and Transferee Company will be allotted pursuant to the Scheme XXX;

"Remaining Undertaking" means 900,200 shares representing 58% of the paid up capital held by the Transferor Company in the Transferee Company;

"Sanction Orders" means, collectively, the orders of the High Courts sanctioning the Scheme for the Transferor Company, Transferee Company and Resulting Company and "Sanction Order" means the order of either High Court sanctioning the Scheme;

XXX

2. **Date of taking effect and operative date**

The Scheme shall be operative from the Appointed Date but shall be effective from the Effective Date.

Chapter 2 – Demerger

Part 1

3. **Definitions**

XXX

“ESOP Plans” shall mean the ESOP Scheme 2009 – Employees, ESOP Scheme 2011, ESOP Scheme 2013 – Employees, ESOP Scheme 2013 – Directors and ESOP Scheme 2015 of Demerged Company;

XXX

All capitalized terms not specifically defined here shall have the same meaning as set out in the Scheme.

Part 2

5. **Transfer and vesting of Demerged Business Undertaking into the Resulting Company**

Upon the Scheme becoming effective and with effect from the Appointed Date, the Demerged Business Undertaking shall, in accordance with Section 2(19AA) of the Income Tax Act, 1961 and Sections 391 to 394 of the Act, without any further act or deed, stand transferred to and vested in or be deemed to be transferred to and vested in the Resulting Company as a going concern XXX.

XXX

8.5 **ESOPs**

8.5.1 Details of the employee stock options (**“ESOPs”**) under the ESOP Plans are provided in **Schedule 3** to the Scheme. On and from April 1, 2016, the Demerged Company shall not bring into effect any employee stock option plan (save for issuance of upto 2,223,932 equity shares pursuant to options that have already been granted under the ESOP Plans), issue or enter into any agreements/arrangements for issuance of employee stock options or grant any options.

8.5.2 Simultaneously on receipt of the Sanction Orders, all employee stock options which have been granted under the ESOP Plans and are valid and subsisting shall stand accelerated in accordance with the terms of the respective ESOP Plans.

8.5.3 With respect to the stock options which have been granted under the ESOP Plans and are valid and subsisting and remain unexercised by the relevant grantee as on the date which is 5 Business Days prior to the Effective Date (which date shall be notified by Demerged Company at least 2 Business Days in advance) (the **“Unexercised Options”**), Demerged Company shall, for the purpose of permitting cashless exercise of the Unexercised Options by the relevant grantees of such Unexercised Options (**“Relevant Employees”**), set up an employee benefit trust (**“ESOP Trust”**) for the benefit of the Relevant Employees, for the sole purpose of implementing the provisions of this Clause. On the Effective Date and immediately prior to effectiveness of the Scheme, (i) Demerged Company shall, as per Section 67 of the Companies Act, 2013, Rule 16 of Companies (Share Capital and Debenture) Rules, 2014, SEBI (Share Based Employee Benefits) Regulations 2014 (**“SEBI ESOP Regulations”**) and other applicable provisions of the Companies Act, 2013, SEBI ESOP Regulations and rules, regulations, circulars and notifications framed thereunder, grant an interest free loan (**“ESOP Loan”**) to the ESOP Trust to enable the ESOP Trust to pay, on behalf of the Relevant Employees, the exercise price towards the exercise of Unexercised Options, (ii) the ESOP Trust shall immediately on receipt of the ESOP Loan, pay the entire amount of the ESOP Loan to Demerged Company as payment of the exercise price towards Unexercised Options, and (iii) Demerged Company shall allot equity shares of Demerged Company to the ESOP Trust against the Unexercised Options. It is clarified that those Relevant Employees who do not exercise their respective Unexercised Options until 5 Business Days prior to the Effective Date shall be deemed to have opted for cashless exercise mechanism as set out in this Clause.

8.5.4 The Resulting Company agrees and acknowledges that the ESOP Loan shall be transferred to the Resulting Company as a part of the Demerged Business Undertaking under the Scheme. Further, if the ESOP Trust is a shareholder of Demerged Company as on the Record Date, upon coming into effect of the Scheme, the Resulting Company shall issue and allot equity shares to the ESOP Trust as per the Share Entitlement Ratio and in accordance with Clause 14 (Consideration) of the Scheme.

8.5.5 The ESOP Trust shall, within a reasonable period from the allotment and listing and commencement of trading of the shares so allotted, sell the equity shares of the Resulting Company held by it in the secondary market and shall use the proceeds of such sale to repay the ESOP Loan to the Resulting Company and remit the balance amounts of the proceeds, after deduction of taxes and other expenses, to the Relevant Employees in proportion to their respective entitlement under the ESOP Plans and subject to necessary approvals under Applicable Law.

8.5.6 It is clarified that the consent to the Scheme by the shareholders of Demerged Company and the Resulting Company shall be deemed to be consent, as an integral part of the Scheme, to (i) the amendment to the ESOP Plans; (ii) setting up of the ESOP Trust; (iii) grant and repayment of the ESOP Loan; and (iv) the implementation of the ESOP Plans and the cashless exercise of the Unexercised Options as per the requirements of the Companies Act, 2013, SEBI ESOP Regulations or any other Applicable Law. No further approval of the shareholders of the Resulting Company or Demerged Company would be required in this connection under any Applicable Law.

XXX

12. REMAINING UNDERTAKING

- 12.1 The Remaining Undertaking and all the assets, properties, rights, liabilities and obligations relating thereto shall continue to belong to and be vested in the Demerged Company and the Resulting Company shall have no right, claim or obligation in relation to the Remaining Undertaking.
- 12.2 All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company under any statute, whether relating to the period prior to or after the Appointed Date and whether pending on the Appointed Date or which may be instituted at any time thereafter, relating to the Remaining Undertaking (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Undertaking) shall be continued and enforced by or against the Demerged Company/Transferee Company after the Effective Date.
- 12.3 With effect from the Appointed Date and up to, including and beyond the Effective Date, the Demerged Company:
- (a) shall be deemed to have been carrying on and to be carrying on all the business and activities relating to the Remaining Undertaking for and on behalf of the Transferee Company; and
 - (b) all profits accruing to the Demerged Company thereon or losses arising or incurred by it relating to the Remaining Undertaking shall for all purposes be treated as the profits or losses, as the case may be, of the Transferee Company.
- 12.4 It is hereby clarified for the avoidance of doubt that the intellectual property listed in **Schedule 4** shall be the exclusive property of GSL.

XXX

Part 3

14. CONSIDERATION

- 14.1 Upon coming into effect of the Scheme and in consideration for the transfer and vesting of the Demerged Business Undertaking in the Resulting Company, the Resulting Company shall, without any further application or deed, issue and allot equity shares, credited as fully paid up, to all the equity shareholders of the Demerged Company whose names appear in the register of members of the Demerged Company as on the Record Date to be fixed in that behalf for the purpose of reckoning names of equity shareholders of the Demerged Company, in the following ratio:
- “10 (Ten) equity share of the Resulting Company of Rs. 2 (Rupees Two only) each, fully paid up to be issued for every 43 (Forty Three) Equity share of Rs. 2 (Rupees Two only) each held by equity shareholders of the Demerged Company” (the “**Share Entitlement Ratio**”)
- 14.2 In case any equity shareholder of the Demerged Company owns shares in the Demerged Company, such that it becomes entitled to a fraction of an equity share of the Resulting Company, the Resulting Company shall not issue fractional share certificates to such member but shall instead, at its absolute discretion, decide to take any or a combination of the following actions:
- (a) consolidate such fractions and issue consolidated shares to a trustee nominated by the Resulting Company in that behalf, who shall sell such shares and distribute the net sale proceeds (after deduction of applicable taxes and other expenses incurred) to the shareholders respectively entitled to the same in proportion to their fractional entitlements;
 - (b) round off all fractional entitlements to the next whole number above the fractional entitlement and issue such number of securities to the relevant shareholders;
 - (c) deal with such fractional entitlements in such other manner as they may deem to be in the best interests of the shareholders of the Demerged Company and the Resulting Company.
- 14.3 SSPA & Co. have issued the valuation report on the Share Entitlement Ratio adopted under the Scheme. JM Financial Institutional Securities Limited, a Category-I Merchant Banker, has provided its fairness opinion on the Share Entitlement Ratio to GL and SBI Capital Markets Limited, a Category-I Merchant Banker, has provided its fairness opinion on the Share Entitlement Ratio to the Board of Directors of HL.
- 14.4 Equity shares to be issued by the Resulting Company to the respective shareholders of the Demerged Company as

above shall be subject to the Memorandum and Articles of Association of the Resulting Company and shall rank *pari passu* with the existing equity shares of the Resulting Company in all respects including dividends.

- 14.5 Equity shares in the Resulting Company shall be issued in dematerialized form to those shareholders who hold shares of the Demerged Company in dematerialized form, in to the account in which the Demerged Company shares are held or such other account as is intimated by the shareholders to the Resulting Company and / or its Registrar. All those shareholders who hold equity shares of the Demerged Company in physical form shall also have the option to receive the equity shares in the Resulting Company, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to the Resulting Company and / or its Registrar. If not so notified, they would be issued equity shares in physical form.
- 14.6 The Board of Directors of the Resulting Company and the Demerged Company shall, if and to the extent required, apply for and obtain any approvals from Appropriate Authorities for the issue and allotment of equity shares to the shareholders of the Demerged Company pursuant to Clause 14.1 of the Scheme.
- 14.7 Equity shares to be issued by the Resulting Company to the members of the Demerged Company pursuant to Clause 14.1 of the Scheme shall, subject to the receipt of necessary approvals, be listed and/or admitted to trading on the Stock Exchanges, where the shares of the Demerged Company are listed and/or admitted to trading. The Resulting Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with Applicable Laws for complying with the formalities of the said Stock Exchanges. The shares allotted pursuant to the Scheme shall remain frozen in the depositories system till listing / trading permission is given by the designated Stock Exchange.
- 14.8 The equity shares to be issued by the Resulting Company pursuant to the Scheme in respect of any equity shares of the Demerged Company which are held in abeyance under the Act or otherwise shall, pending allotment or settlement of dispute by order of a court or otherwise, also be kept in abeyance by the Resulting Company. In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the board of directors of the Resulting Company shall be empowered to take such actions as may be necessary in order to remove any difficulties arising to the transferor of the share in the Resulting Company and in relation to the shares issued by the Resulting Company pursuant to the Scheme.
- 14.9 Approval of the Scheme by the shareholders of the Resulting Company shall be deemed to be the due compliance of the provisions of Section 62 and Section 55 of the Companies Act, 2013 and the other relevant and applicable provisions of the Act for the issue and allotment of equity shares by the Resulting Company to the shareholders of the Demerged Company, as provided in this Scheme.
- 14.10 The equity shares of the Resulting Company issued pursuant to this Scheme may not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) and the Resulting Company may elect, in its sole discretion, to rely upon an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof or any other exemption that the Resulting Company may elect to rely upon. In the event the Resulting Company elects to rely upon an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof, the sanction of the High Courts to this Scheme will be relied upon for the purpose of qualifying the issuance and distribution of the equity shares of the Resulting Company for such an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof.

Chapter 2 of the Scheme also includes provisions dealing with transfer of the employees and accounting treatment in the books of Transferor Company and Resulting Company. The Scheme incorporates provisions for a proposed reduction *inter alia* to the securities premium account of Transferor Company for which a special resolution is required to be passed. Further, Chapter 2 of the Scheme also includes provisions for the conduct of the business of Transferor Company till the Scheme comes into effect from the Appointed Date and upto and including the Effective Date.

Chapter 3

Amalgamation of Transferor Company comprising of the Remaining Undertaking into Transferee Company

XXX

Part 2

18. Transfer and vesting of the Remaining Undertaking

- 18.1 With effect from the Appointed Date, the Transferor Company (after Demerger of the Demerged Business Undertaking) comprising the Remaining Undertaking including its properties and assets (whether movable tangible or intangible) of whatsoever nature including investments, shares, debentures, securities, licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives if any, benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax, credit for Minimum Alternate Tax, taxes deducted at source and all other rights, title, interest, contracts, consent, approvals or powers and liabilities, duties and obligations of every kind, nature and descriptions whatsoever shall under the provisions of Sections 391 to 394 and pursuant to the orders of the High Court or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but subject to the

Encumbrances (if any) affecting the same as on the Effective Date shall stand transferred and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties, assets and liabilities, duties and obligations of the Transferee Company.

XXX

Part 3

23. Consideration

23.1 Upon the Scheme becoming effective, the entire share capital of Transferee Company held by Transferor Company itself or through its nominees shall stand cancelled.

23.2 In consideration of the Amalgamation, Transferee Company shall issue and allot to each resident shareholder (including the ESOP Trust) of Transferor Company and subject to approval by the Reserve Bank of India, to all non-resident shareholders of Transferor Company, 1 (one) fully paid up Redeemable Preference Share for every 1 (one) fully paid up equity shares each of Transferor Company.

23.3 If the approval of the Reserve Bank of India as contemplated above is not received prior to the Effective Date, such non-resident shareholders of Transferor Company shall be issued and allotted 24 fully paid unlisted equity share of Rs. 10 each of Transferee Company for every 1,793 fully paid up equity shares of Rs. 2 each of Transferor Company held by such shareholder as set out in the valuation report issued by Walker Chandiook & Co. LLP on the Record Date which shall be compulsory purchased by DS and/or their affiliates or any other Person and/ or entity identified by them
XXX.

XXX

Terms of issue of Redeemable Preference Shares and the exit mechanism with respect to equity shares that may be issued pursuant to the Scheme are set out in Clause 23.6 of the Scheme.

The Redeemable Preference Shares are proposed to be listed on the BSE Limited. The Scheme, therefore, envisages an exit mechanism by way of compulsory purchase of such equity shares by DS and/or their affiliates or any other Person and/ or entity identified by them. The Transferee Company proposes to apply for listing of its Redeemable Preference Shares on the BSE Limited in accordance with Applicable Law.

28. Winding Up

On the Scheme becoming effective, Transferor Company shall stand dissolved without being wound-up.

XXX

Chapter 3 of the Scheme also includes provisions dealing with accounting treatment in the books of Transferee Company.

XXX

30.2 As an integral part of the Scheme, and, upon the coming into effect of the Scheme, the authorised share capital of the Transferor Company shall (after consolidation of share to the face value of Rs. 10/- each) stand transferred to and be added with the authorised share capital of the Transferee Company without any liability for payment of any additional registration fees and stamp duty pursuant to the provisions of Sections 13, 14, 61 and other applicable provisions of the Companies Act, 2013 and Section 394 of the Act and no resolutions or consent and approvals would be required to be passed by the Transferee Company.

XXX

Chapter 4 - General Terms and Conditions and Conditionality of the Scheme

XXX

35.1 The Scheme is conditional upon and subject to:

(a) The requisite consent, approval or permission of the Reserve Bank of India for the transfer of the overseas subsidiaries forming part of the Demerged Business Undertaking to the Resulting Company and the transfer of all loans/guarantees provided by Transferor Company to its overseas subsidiaries forming part of the Demerged Business Undertaking to the Resulting Company.

(b) If required, the Competition Commission of India (or any appellate authority in India having appropriate jurisdiction) having either: (a) granted approval to this Scheme in form and substance acceptable to the Demerged Company (only to the extent it does not impose any onerous conditions on the Demerged Company or the Transferee Company or alters the terms and conditions of the ancillary documents (as such term is defined in the Framework Agreement) and the Resulting Company; or (b) been deemed to have granted approval to the Scheme through the expiration of time periods available for their investigation and any period of limitation for filing an appeal therefrom having elapsed.

(c) Any waiting period (and any extension thereof) applicable to the consummation of the transactions contemplated in the Framework Agreement under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 shall have expired or been terminated.

- (d) *The Scheme being approved by the written consents or requisite majorities in number and value of such classes of Persons including the respective members and/or creditors of the Companies as may be directed by the relevant High Courts or any other competent authority, as may be applicable.*
- (e) *The Scheme being sanctioned by the concerned High Court under Sections 391 to 394 of the Act.*
- (f) *The fulfilment, satisfaction or waiver (as the case may be) of the conditions precedent under the Framework Agreement by Resulting Company and Transferor Company, in accordance with the terms thereof.*
- (g) *Certified copy of the order of the High Courts sanctioning the Scheme being filed with the Registrars of Companies having jurisdiction over the companies.*

35.2 *The Scheme shall come into operation from the Appointed Date but the same shall become effective on and from the Effective Date. It is clarified that sequentially the Scheme shall come into effect Chapter-wise i.e. Chapter 2 (the Demerger) shall be given effect to first, followed by Chapter 3 (Amalgamation).*

XXX

APPROVALS AND ACTIONS TAKEN IN RELATION TO THE SCHEME

12. The Board of Directors of GL, at their meeting dated April 1, 2016, have approved the Scheme taking into account the Valuation Report issued by SSPA & Co. dated April 1, 2016 and the Valuation Report issued by Walker Chandiook & Co. LLP dated April 1, 2016, Fairness Opinion (annexed at **Annexure 2**) and the independent recommendations of the Audit Committee.
13. Pursuant to applicable SEBI requirements, including specifically Regulation 37 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, GL has filed necessary applications before the Stock Exchanges seeking their no-objection to the Scheme. GL has received the observation letters dated June 8, 2016 from BSE and June 7, 2016 from NSE, conveying their no-objection to the Scheme ("**Observation Letters**"). Copies of the aforesaid Observation Letters are enclosed herewith (annexed at **Annexure 3** and **Annexure 4**, respectively).
14. As per the terms of the Observation Letters, SEBI has given its 'no adverse objection' to the Scheme.
15. GL has also filed a Complaints Report with BSE and NSE on May 25, 2016. This report indicates that GL received nil complaints. A copy of the aforementioned Complaints Report is enclosed herewith (annexed at **Annexure 5**).
16. The approval of the Competition Commission of India is awaited.
17. The approval of the Reserve Bank of India is also required with respect to the following:
 - 17.1. the transfer of the shares held by GL in its overseas wholly owned subsidiaries to HL pursuant to the Scheme;
 - 17.2. the transfer of the loans provided / guarantees issued by GL to or on behalf of its overseas wholly owned subsidiaries to HL pursuant to the Scheme;
 - 17.3. the issue and allotment of redeemable preference shares by GSL to all non – resident shareholders of GL.

GENERAL

18. The Scheme is not prejudicial to the interest of the creditors (secured and unsecured) of GL and there is no compromise proposed with the creditors under the proposed Scheme nor is any liability of the creditors of GL proposed to be reduced or extinguished.
19. No investigation proceedings have been instituted or are pending in relation to GL under Sections 210 to 229 of Chapter XIV of the Companies Act, 2013 or under the corresponding provisions of the Companies Act, 1956. No winding up petitions have been admitted or filed against GL.
20. The details of the present directors of GL are as follows:

Sl. No	Name of Director	Designation	Date of Appointment	Age (in years)
1.	Mr. Jamshyd Godrej	Director	25/03/1994	67
2.	Mr. Manu Parpia	Managing Director & CEO	08/04/2015	66
3.	Mr. Milind Sarwate	Director	23/12/2005	56
4.	Ms. Anita Ramachandran	Director	27/03/2000	61
5.	Dr. Kyamas Palia	Director	26/03/1994	70
6.	Mr. Ajay Mehra	Director	27/04/2009	47
7.	Dr. Richard Riff	Director	14/04/2005	68
8.	Mr. Marc Dulude	Director	24/11/2014	55

21. The details of the present directors of HL are as follows:

Sl. No.	Name of Director	Designation	Date of Appointment	Age
1.	Mr. Sivaprasad Sivasubramaniam Nadar	Chairman & Chief Strategy Officer	11/01/1993	71
2.	Ms. Roshni Nadar Malhotra	Director	29/07/2013	34
3.	Mr. Amal Ganguli	Director	8/05/2003	76

Sl. No.	Name of Director	Designation	Date of Appointment	Age
4.	Mr. Keki Minoo Mistry	Director	15/04/2013	61
5.	Mr. Ramanathan Srinivasan	Director	19/04/2011	70
6.	Ms. Robin Ann Abrams	Director	13/09/1999	65
7.	Mr. Sudhindar Krishan Khanna	Director	3/11/2011	63
8.	Mr. Subramanian Madhavan	Director	15/01/2013	70
9.	Dr. Sosale Shankara Sastry	Director	24/07/2012	60
10.	Mr. Thomas Sieber	Director	17/10/2015	54

22. The details of the present directors of GSL are as follows:

Sl. No	Name of Director	Designation	Date of Appointment	Age (in years)
1	Mr. Manu Parpia	Director	14/12/2001	66
2	Ms. Anita Ramachandran	Director	23/03/2015	61
3	Mr. Ajay Mehra	Director	01/10/2013	47
4	Mr. Didier Gaillot	Director	12/10/2010	53
5	Mr. David de Muer	Director	21/04/2009	49
6	Mr. Dominique Florack	Director	01/07/2015	59
7	Dr. Chandan Chowdhury	Alternate Director	15/04/2014	57
8	Ms. Pallavi Pathak	Alternate Director	14/04/2015	37

23. None of the Directors, the Key Managerial Personnel (as defined under the Companies Act, 2013 and rules formed thereunder) of GL and their respective relatives (as defined under the Companies Act, 2013 and rules formed thereunder) have any interest in the Scheme except to the extent of equity shares held by them in GL. The effect of the Scheme on the interests of the Directors and Key Managerial Personnel and their relatives, is not any different from the effect of the Scheme on other shareholders of GL. The details of the shareholding of the Directors, Key Managerial Personnel and their relatives as on April 1, 2016 is as follows:

Sl. No.	Name of Director/KMP	Designation	No. of shares in GL	No. of shares in HL	No. of shares in GSL
1	Mr. Jamshyd Godrej	Director	NIL	NIL	NIL
2	Mr. Manu Parpia	Managing Director & CEO	4,091,425	NIL	NIL
3	Mr. Milind Sarwate	Director	50,000	NIL	NIL
4	Ms. Anita Ramachandran	Director	85,000	NIL	NIL
5	Dr. Kyamas Palia	Director	95,000	400	NIL
6	Mr. Ajay Mehra	Director	50,000	NIL	NIL
7	Dr. Richard Riff	Director	NIL	NIL	NIL
8	Mr. Marc Dulude	Director	45,000	NIL	NIL
9	Mr. Shashank Patkar	Chief Financial Officer	124,014	NIL	NIL
10	Ms. Sunipa Ghosh	Company Secretary	NIL	NIL	NIL

The Directors of GL and GSL, have not given loans to respective companies. Upon completion of the Demerger as contemplated under the Scheme, Mr. Parpia will cease to be the Managing Director of GL. Mr. Parpia will not be transferred to the Resulting Company as an employee but will provide consultancy services to the Resulting Company to ensure a smooth transition of the Demerged Business to the Resulting Company. The Resulting Company and Mr. Parpia have entered into a Consultancy Agreement in this regard which captures the terms and conditions upon which Mr. Parpia will provide consultancy services to the Resulting Company.

24. The pre-Scheme shareholding pattern of GL, the pre-Scheme and post-Scheme shareholding pattern of HL based on HL's shareholding pattern filed with the Stock Exchanges as on March 31, 2016 is annexed at **Annexure 6** and **7**, respectively. GL will stand dissolved without winding up as per clause 28 of the Scheme. Therefore only the pre-Scheme shareholding pattern of GL is annexed. The pre-Scheme and post-Scheme shareholding pattern of GSL is annexed at **Annexure 8**. In this regard, also note the change in share capital of GL and HL post March 31, 2016 as provided respectively in clauses 4.3 and 5.3 above.
25. The financial statements of GL, HL and GSL for last three years are available for inspection by the shareholders.
26. The features of the Scheme set out herein are only the salient features of the Scheme which are subject to the details set out in the Scheme. The members are requested to read the entire text of the Scheme to get acquainted with the provisions thereof.

27. The Resolution is subject to the confirmation of the Scheme of Arrangement by the High Court of Judicature at Bombay, the High Court of Delhi and/or appropriate authorities as may be necessary under the applicable law.

OTHER DOCUMENTS

28. In order to give effect to the Scheme, the parties have entered into various other transaction documents. These include the Framework Agreement between GL and HL, the salient features of which are as under:
- 28.1. The Framework Agreement contains various conditions precedent to the consummation of the transactions contemplated in the Scheme which include obtaining of relevant regulatory approvals, consents from relevant counterparties such as lenders and customers, amendments to certain contracts between GL, GSL and / or DS, absence of any material adverse change with respect to GL and HL, the representations and warranties in relation to GL being true and correct, etc.;
- 28.2. In terms of the Framework Agreement, GL has undertaken to conduct its business in the ordinary course pending completion of the transactions contemplated in the Scheme and has agreed to certain standstill provisions which are customary in transactions of such nature;
- 28.3. GL and HL have agreed to certain procedural aspects in relation to filing of regulatory approvals required for the Scheme and for the completion of the transactions contemplated therein.
- 28.4. The promoters of GL and HL have agreed to exercise their voting rights in favour of the Scheme. The promoters of GL have also agreed to provide certain representations, warranties and indemnities in relation to GL to HL and to GSL / DS. Similarly, DS, in its capacity as the joint venture partner of GSL has also agreed to vote in favour of the Scheme at any meeting of the shareholders of GSL and has given certain undertakings and consents in support of the consummation of the Scheme. Appropriate documents capturing the above have been executed between these parties. While the promoters of GL have agreed to provide certain undertakings and indemnities as set out above, all shareholders of GL (including its promoters) will receive the same consideration per share of GL under the Scheme.
29. Inspection of the following documents may be had by the equity shareholders of GL at the Registered Office of GL on any working day (except Saturdays) prior to the date of the meeting between 11.00 am and 1.00 pm:
- a. Authenticated Copy of the Order dated July 1, 2016 of the Hon'ble High Court of Judicature at Bombay passed in Company Summons for Direction No. 532 of 2016 directing the convening of the meeting of the Equity Shareholders of the Applicant;
 - b. Copy of the Scheme;
 - c. Copies of Memorandum and Articles of Association of GL, HL and GSL;
 - d. Annual Reports for last three financial years ended 31 March 2015, 31 March 2014 and 31 March 2013;
 - e. Audited financial statement/results of the GL/HL and GSL as on 31 March 2016;
 - f. Register of Director's Shareholdings of GL;
 - g. Copy of the Observation Letters dated June 8, 2016 received from BSE and June 7, 2016 received from NSE;
 - h. Copy of the Complaints Report dated May 25, 2016 filed with BSE and NSE;
 - i. Valuation Report dated April 1, 2016 issued by SSPA & Co., recommending the Share Entitlement Ratio for the demerger of Demerged Business Undertaking of GL into HL;
 - j. Valuation Report dated April 1, 2016 issued by Walker, Chandio & Co. LLP, recommending the fair share exchange ratio for the amalgamation of GL into GSL;
 - k. Fairness Opinion dated April 1, 2016 issued by JM Financial Institutional Securities Limited, on the Share Entitlement Ratio;
 - l. Copy of the Audit Committee Report dated April 1, 2016 of GL; and
 - m. Framework Agreement.

This statement is the Explanatory Statement under Section 393 of the Companies Act, 1956 and Section 102 of the Companies Act, 2013. A copy of the Scheme, Explanatory Statement and Form of Proxy may be obtained from the registered office of GL on all days (except Saturdays, Sundays and public holidays).

Dated at Mumbai this 8th day of July, 2016.

Mr. J. N. Godrej
Chairman for the Court Convened Meeting
DIN:00076250

Registered Office:

Plant 11, 3rd Floor, Pirojshanagar,
Vikhroli (West), Mumbai – 400079,
Maharashtra

**COMPOSITE SCHEME OF ARRANGEMENT AND AMALGAMATION
UNDER SECTION 391 READ WITH SECTION 394
OF THE COMPANIES ACT, 1956**

AMONGST

**GEOMETRIC LIMITED;
(GL or Demerged Company or Transferor Company)**

AND

**HCL TECHNOLOGIES LIMITED;
(HL or Resulting Company)**

AND

**3D PLM SOFTWARE SOLUTIONS LIMITED;
(GSL or Transferee Company)**

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

Chapter 1

(A) Background of Companies and Rationale

- a) This Composite Scheme of Arrangement and Amalgamation (the “**Scheme**”) amongst GL (“**Demerged Company/ Transferor Company**”), HL (“**Resulting Company**”) and GSL (“**Transferee Company**”) provides for (1) the transfer by way of a demerger of the Demerged Business Undertaking (defined below) of the Demerged Company to the Resulting Company and consequent issue of equity shares by the Resulting Company to the shareholders of the Demerged Company (“**Demerger**”); (2) amalgamation of the Transferor Company (defined below) comprising the Remaining Undertaking (defined below) with the Transferee Company, in each case pursuant to the relevant provisions of the Companies Act, 1956 / Companies Act, 2013, as may be applicable following the Demerger (“**Amalgamation**”); and (3) various other matters consequential or integrally connected therewith including the reorganisation of the share capital of the Resulting Company and the Transferee Company, pursuant to Sections 391-394, Section 100 and other relevant provisions of the Companies Act, 1956 / Companies Act, 2013 as may be applicable, in the manner provided for in this Scheme and in compliance with the provisions of the Income Tax Act, 1961, including Sections 2(19AA) and 2(1B).
- b) GL, a public limited company, incorporated on March 25, 1994 under the Companies Act, 1956, has its registered office situated at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079 in the State of Maharashtra. The equity shares of GL are listed on the BSE Limited and National Stock Exchange of India Limited (“**Stock Exchanges**”). GL is engaged only in the Demerged Business (as defined below) through the Demerged Business Undertaking (as defined below); and also holds 58% of the share capital of GSL (as defined below) which is engaged in the business of providing the following services only to DS and its affiliates: (i) developing software and other products and providing software solutions and software services; (ii) providing professional, consulting and shared services (i.e. processing centre services). GL does not conduct any business other than the Demerged Business and the Remaining Undertaking. GSL was incorporated on December 14, 2001 and has its registered office situated at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079 in the State of Maharashtra. GSL has a wholly owned subsidiary 3D PLM Global Services Private Limited. In addition to GSL, GL has the following subsidiaries, all of which are wholly owned, directly or indirectly, by GL and incorporated outside India:
- (1) Geometric Europe GmbH,
 - (2) Geometric Americas Inc.,
 - (3) Geometric Asia Pacific Pte. Limited,
 - (4) Geometric GmbH,
 - (5) Geometric SRL,
 - (6) Geometric SAS and
 - (7) Geometric China Inc.
- c) HL, a public limited company, incorporated in 1991 under the Companies Act, 1956 has its registered office situated at 806, Siddharth, 96, Nehru Place, New Delhi, Delhi in the State of Delhi. The equity shares of HL are listed on the Stock Exchanges. HL is engaged in the business of providing IT services, IT Infrastructure services, applications services and business process related services.
- d) HL is desirous of acquiring and GL is desirous of transferring the Demerged Business of GL to HL by way of a Demerger of the Demerged Business Undertaking in accordance with Sections 391 to 394 and/or other applicable provisions of the Act.
- e) Immediately after the Demerger of the Demerged Business Undertaking to HL, the Transferor Company shall be merged with GSL such that the Transferor Company will stand dissolved due to operation of this Scheme without winding up.
- f) The Demerger of the Demerged Business Undertaking from GL into HL and the merger of GL with GSL is sought to be undertaken to help in achieving the following:
- (i) *in relation to the Demerger*

HL has a rapidly growing engineering services business and is a leader in embedded systems and software engineering services with strengths in the aerospace, hi-tech and telecom markets. GL is a leader in PLM software services combined with capability in mechanical engineering and some unique technologies. GL's market strength lies in automotive and industrial arenas.

The consolidation will widen the markets and expertise and the combined entity will be able to offer its customers a unique blend of services and solutions around PLM, engineering software, embedded software, mechanical engineering and geometry related technologies.

(ii) *in relation to the Amalgamation*

GL and Dassault Systemes recognize that the changes in technology and the consequent evolution of software development would require a very tight and close integration between the research and development centers of Dassault Systemes.

The proposed integration of GSL into Dassault Systèmes as a result of the Amalgamation will mark the strategic next phase in the contribution of GSL in Dassault Systemes' strategic research and development operations.

While the Amalgamation will result in transfer of ownership and control of GSL to Dassault Systemes, it will also provide the shareholders of GL an opportunity to directly participate and receive listed Redeemable Preference Shares (as defined below) of GSL as consideration.

- g) The Scheme is expected to be in the best interests of the shareholders, employees and the creditors of GL, HL and GSL.

The Demerger and the Amalgamation shall comply with the provisions of Section 2(19AA) and Section 2(1B), respectively of the Income Tax Act, 1961.

(B) Chapters in the Scheme

The Scheme is divided into 4 chapters, the details of which are as follows:

1. **Chapter 1:** Chapter 1 of this Scheme sets forth the background of the Companies, overview and objects of the Scheme and definitions and interpretation which are common and applicable to all Chapters of the Scheme. Specific definitions relevant to a Chapter have been provided in the respective Chapters themselves.
2. **Chapter 2:** Chapter 2 deals with the Demerger and transfer and vesting of Demerged Business Undertaking of GL into HL.
3. **Chapter 3:** Chapter 3 deals with the Amalgamation of GL comprising the Remaining Undertaking with GSL.
4. **Chapter 4:** Chapter 4 provides for general terms and conditions applicable to this Scheme.
5. Chapters 2 and 3 are further sub-divided into the following parts:
 - (a) *Part 1* sets forth the definitions specific to the Chapter and also provides for the current capital structure of the Companies;
 - (b) *Part 2* deals with the vesting of the Demerged Business Undertaking in HL/ amalgamation of GL with GSL, in accordance with Sections 391 to 394 and/or other applicable provisions of the Act;
 - (c) *Part 3* deals with accounting treatment and consideration.

1. GENERAL DEFINITIONS AND INTERPRETATIONS

In this Scheme unless repugnant to the meaning or context thereof, the following expressions shall have the meanings given below:

“Act” means the Companies Act, 1956 and/or the Companies Act, 2013 as in force from time to time; it being clarified that as on the date of approval of this Scheme by the Board of Directors of the Demerged Company, the Resulting Company and the Transferee Company, Sections 391 to 394 of the Companies Act, 1956 continue to be in force with the corresponding provisions of the Companies Act, 2013 not having been notified. Accordingly, references in this Scheme to particular provisions of the Act are references to particular provisions of the Companies Act, 1956 / Companies Act, 2013 as may be in force;

“Appointed Date” means the opening hours of business on March 31, 2016;

“Applicable Law” means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, requirement or any similar form of determination by or decision of any Appropriate Authority, that is binding or applicable to a Person, whether in effect as of the date of on which this Scheme has been approved by the Boards of Directors of the Companies or at any time thereafter;

“Appropriate Authority” means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau, instrumentality, judicial, quasi-judicial or arbitral body in India or outside India and includes the National Company Law Tribunal (if and when applicable)/ the High Courts, Stock Exchanges, Competition Commission of India, Reserve Bank of India and the Securities and Exchange Board of India or any other statutory or regulatory authority or governmental authority;

“**Board of Directors**” shall mean the board of directors or any committee thereof, of the Demerged Company/Transferor Company, the Resulting Company and the Transferee Company as the context may require;

“**Companies**” shall collectively mean HL, GL and GSL;

“**Demerged Business**” means IT enabled engineering services, PLM services and engineering design productivity software tools;

“**Demerged Business Undertaking**” means all assets, undertakings, business, activities, operations and Liabilities of the Demerged Company, which shall include, without limitation, the following:

- (a) all assets and properties, wherever situated, whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, including all fixed and current assets, all lands (whether leasehold or freehold), benefits and interests of rental agreements for lease or licence of premises, buildings, warehouses, offices, capital work in progress, furniture, fixtures, computers, vehicles, office equipment, furnishings, appliances, accessories, goods, utilities, installations and other tangible property of every kind, nature and description, and all other assets including all items as recorded in the fixed assets register relating to the Demerged Business including the immovable properties disclosed in **Schedule 1**, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, power lines, electricity and other services, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Business;
- (b) direct and indirect overseas subsidiaries and branch offices as disclosed in **Schedule 2**;
- (c) investments (other than the Remaining Undertaking), cash, cash equivalent, bank accounts (including bank balances, financial assets, insurances, provisions, funds, equipments, book debts and debtors and any related capitalized items and other tangible property of every kind, nature and description, share of any joint assets, benefits of any bank guarantee, performance guarantee and any letter of credit and all other assets pertaining to the Demerged Business;
- (d) all permits, quotas, rights, entitlements, licenses, municipal permissions, approvals, consents, privileges, bids, tenders, letters of intent, expressions of intent, memoranda of understanding, or similar instruments, consent, subsidies, benefits including Tax benefits, exemptions, all other rights including tax deferrals and other benefits, lease rights, licenses, powers and facilities of every kind pertaining to the Demerged Business;
- (e) all earnest moneys and/or security deposits and/or advances paid by the Demerged Company in connection with or relating to the Demerged Business and benefit of any deposits;
- (f) all existing employees of the Demerged Company as on the Effective Date;
- (g) all rights in intellectual property (whether owned, licensed or otherwise, whether registered or unregistered) used in relation to the Demerged Business including the Geometric logo and trademark, and all other trade names, service names, trade marks, brands, copyrights, designs, know-how and trade secrets, patents, along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations and all such other industrial or intellectual rights of whatsoever nature and advantages of whatever nature in connection with the above save and except any intellectual property listed in **Schedule 4**;
- (h) all lease agreements, leave and license agreements, and all contracts and arrangements in any form relating to the Demerged Business (including the contracts with customers of the Demerged Business and the DS Support Undertaking), including contracts pertaining to units in special economic zones, software technology parks of India, customers, vendors, benefits of all contracts, agreements, arrangements and all other interests in connection therewith whether registered or not registered. For the avoidance of doubt it is clarified that the Framework Agreement and the following contracts between Geometric, Geometric Subsidiary and DS do not form part of the Demerged Business Undertaking: (a) amended and restated shareholders’ agreement dated March 4, 2015; (b) amended and restated escrow agreement; (c) umbrella agreement dated September 16, 2008; (d) frame services agreement dated February 9, 2004; and (e) umbrella agreement for the 3DGS arrangement dated March 4, 2015;
- (i) all books, records, files, papers, engineering and process information, software, licences for software, algorithms, programs, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Demerged Business;
- (j) all the Liabilities of the Demerged Company whether or not relating to the period before or after the Appointed Date, including liabilities on account of and relating to Tax, employees provident fund, employees state insurance and gratuity contributions and liabilities arising out of disclosures made to the Resulting Company in terms of the Framework Agreement, but excluding the Other Liabilities and Liabilities of or pertaining to GSL;

- (k) all legal proceedings filed by or against the Demerged Company excluding legal proceedings pertaining to the Other Liabilities pending and/or arising before the Effective Date.

For the avoidance of doubt it is clarified that: (a) the Demerged Company has no Liabilities other than the Liabilities pertaining to the Demerged Business and the Other Liabilities (including for the avoidance of doubt Liabilities of or pertaining to the GSL). The Other Liabilities (including for the avoidance of doubt Liabilities of or pertaining to GSL) do not form part of the Demerged Business Undertaking and (b) the Demerged Company has not filed any legal proceedings and is not subject to any legal proceedings other than the legal proceedings pertaining to the Business and the Other Liabilities (including for the avoidance of doubt Liabilities of or pertaining to GSL). The legal proceedings pertaining to the Other Liabilities (including for the avoidance of doubt Liabilities of or pertaining to GSL) do not form part of the Demerged Business Undertaking.

“**DS**” means Dassault Systemes, a company incorporated under the laws of France, who along with DS Affiliate owns 42% of GSL;

“**DS Affiliate**” means Dassault Systemes Americas Corp, a Delaware corporation;

“**DS Support Undertaking**” means the deed dated April 1, 2016 by and between DS, DS Affiliate, GSL and GL;

“**Effective Date**” means the last of the dates on which all the conditions and matters referred to in Clause 35.1 have been fulfilled, obtained or waived, as applicable. References in this Scheme to the date of “coming into effect of this Scheme” or “Scheme becoming effective” shall be construed accordingly;

“**Encumbrance**” includes without limitation any options, pledge, mortgage, lien, security interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint, or any other encumbrance of any kind or nature whatsoever;

“**Framework Agreement**” shall mean the agreement dated April 1, 2016 executed between HL and GL dealing *inter-alia* with the demerger of the Demerged Business Undertaking to HL;

“**GL**” means Geometric Limited, CIN No.: L72200MH1994PLC077342 a company incorporated under the Companies Act, 1956, and having its registered office at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079, Maharashtra;

“**GSL**” means 3D PLM Software Solutions Ltd., CIN No.: U72900MH2001PLC134244 a company incorporated under the Companies Act, 1956, and having its registered office at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079, Maharashtra;

“**HL**” means HCL Technologies Limited, CIN No. L74140DL1991PLC046369, a company incorporated under the Companies Act, 1956, and having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi, Delhi;

“**High Courts**” means the High Court of Judicature at Bombay having jurisdiction in relation to GL and GSL and High Court of Delhi having jurisdiction in relation to HL and shall include, if applicable, the National Company Law Tribunal, or such other forum or authority as may be vested with the powers of a High Court for the purposes of Sections 391 to 394 of the Companies Act, 1956 or Sections 230 to 232 of the Companies Act, 2013, as may be applicable;

“**Record Date**” shall mean such date to be fixed by the Board of Directors of the Demerged Company or a committee thereof duly authorized by the Board of Directors of GL for the purpose of determining the members of GL to whom shares of the Resulting Company and the Transferee Company will be allotted pursuant to this Scheme in terms of Clauses 14 and 23;

“**Remaining Undertaking**” means 900,200 shares representing 58% of the paid up capital held by GL in GSL;

“**Sanction Orders**” means, collectively, the orders of the High Courts sanctioning the Scheme for GL, GSL and HL and “Sanction Order” means the order of either High Court sanctioning the Scheme;

“**Scheme**” means this composite scheme of arrangement and amalgamation with such modification(s), if any made, in accordance with the terms hereof and the Framework Agreement;

“**Stock Exchanges**” means BSE Limited and National Stock Exchange of India Limited;

“**Taxes**” or “**Tax**” or “**Taxation**” means all forms of taxation with reference to profits, gains, net wealth, asset values, turnover, gross receipts, duties (including stamp duties), levies, imposts, including without limitation corporate income-tax, wage withholding tax, fringe benefit tax, value added tax, customs, service tax, excise duties, fees or levies and other legal transaction taxes, dividend / withholding tax, real estate taxes, other municipal taxes and duties, environmental taxes and duties, any other similar assessments or other type of taxes or duties in any relevant jurisdiction, together with any interest, penalties, surcharges or fines relating thereto, assessments, or addition to Tax, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction or country.

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 Securities Contract Regulation Act, 1956, the Depositories Act, 1996, other Applicable Laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme shall be operative from the Appointed Date but shall be effective from the Effective Date.

Chapter 2

Part 1

3. DEFINITIONS:

In this Chapter 2 of the Scheme, concerning the demerger of the Demerged Business Undertaking to the Resulting Company, unless inconsistent with the subject or context, the following expressions shall have the following meaning:

“Demerged Liabilities” shall mean all Liabilities of the Demerged Company other than (a) Other Liabilities and (b) Liabilities of or pertaining to GSL. For the avoidance of doubt it is clarified that the Demerged Company has no Liabilities other than the Liabilities pertaining to the Demerged Business and the Other Liabilities (including for the avoidance of doubt Liabilities of or pertaining to the GSL);

“ESOP Plans” shall mean the ESOP Scheme 2009 – Employees, ESOP Scheme 2011, ESOP Scheme 2013 – Employees, ESOP Scheme 2013 – Directors and ESOP Scheme 2015 of GL;

“Liability” means liabilities, borrowings, claim, a notice of assertion, demand, loans, debts or other obligations of any kind or nature, whether known or unknown, present or future, absolute, accrued, contingent, liquidated, unliquidated or otherwise, due or to become due or otherwise and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP as applicable to the relevant entity;

“Material Contracts” has the meaning assigned to the term in the Framework Agreement;

“Other Liabilities” means:

(i) Liabilities arising on account of the following:

- (a) Failure, if any, by GL to file returns or forms or comply with the erstwhile or current Listing Agreement with the Stock Exchanges, the SEBI Act, 1992, the Act, Foreign Exchange Management Act, 1999 (except relating to compliance thereof for the overseas investments made by GL which are part of the Demerged Business Undertaking) and the rules and regulations issued under each of the aforesaid from time to time;
- (b) Failure, if any, by GL to maintain registers or records as required under the Act;
 - (i) Liabilities which have arisen or accrued as of the date of execution of the Framework Agreement and are known to GL but have not been disclosed to HL in terms of the Framework Agreement; and
 - (ii) Liabilities of or pertaining to the Remaining Undertaking.

“Person” means any individual, partnership, joint venture, firm, corporation, company, association, trust or other enterprise (whether incorporated or not) or Government (central, state or otherwise), sovereign, or any agency, department, authority or political sub-division thereof, international organisation, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs;

4. SHARE CAPITAL

The authorized, issued, subscribed and paid up share capital of the Demerged Company as on April 1, 2016 is as under:

Particulars	Rupees
Authorized Capital	
80,000,000 equity shares of Rs. 2 each	160,000,000
Total	160,000,000
Issued, Subscribed and Paid-up*	
65,030,414 equity Shares of Rs. 2 each fully paid up	130,060,828
Total	130,060,828

*After considering the outstanding ESOPs the issued share capital on a fully diluted basis is 67,254,346 equity shares of Rs. 2 each.

The authorized, issued, subscribed and paid up share capital of the Resulting Company as on April 1, 2016 is as under:

Particulars	Rupees
Authorised Capital	
1,500,000,000 equity shares of Rs. 2 each	3,000,000,000
Total	3,000,000,000

Particulars	Rupees
Issued, Subscribed and Paid-up	
1,414,068,010 equity shares of Rs. 2 each fully paid-up	2,828,136,020
Total	2,828,136,020

* This includes shares pending allotment and outstanding employee stock options under the Resulting Company's employee stock option schemes.

Part 2

5. TRANSFER AND VESTING OF DEMERGED BUSINESS UNDERTAKING INTO THE RESULTING COMPANY

Upon the Scheme becoming effective and with effect from the Appointed Date, the Demerged Business Undertaking shall, in accordance with Section 2(19AA) of the Income Tax Act, 1961 and Sections 391 to 394 of the Act, without any further act or deed, stand transferred to and vested in or be deemed to be transferred to and vested in the Resulting Company as a going concern and all the properties whether moveable or immovable, real or personal, corporeal or incorporeal, present or contingent including but without being limited to all assets, inventories, work in progress, current assets, deposits, reserves, provisions, funds and all other entitlements, licenses, registrations, patents, trade names, trademarks, leases, tenancy rights, flats, telephones, telexes, facsimile, connections, email connections, internet connections, installations and utilities, benefits of agreements and arrangements, powers, authorities, permits, allotments, approvals, permissions, sanctions, consents, privileges, liberties, easements and all the rights, titles, interests, other benefits (including Tax benefits), Tax holiday benefit, incentives, credits (including Tax credits), Tax losses and advantages of whatsoever nature and where so ever situated belonging to or in possession of or granted in favour of or enjoyed by the Demerged Company shall be transferred to and vested in or deemed to be transferred to and vested in the Resulting Company in the manner set out below.

5.1. TRANSFER OF ASSETS

- 5.1.1. Upon the Scheme becoming effective, with effect from the Appointed Date, the whole of the said assets, as aforesaid, of Demerged Business Undertaking, of whatsoever nature and wherever situated whether capable of passing by manual delivery and/or endorsement or otherwise however shall, under the provisions of Sections 391 and 394, without any further act or deed be transferred to and vested in and/or deemed to be transferred to and vested in the Resulting Company as a going concern so as to vest in, become and form part of the Resulting Company along with all the rights, claims, title and interest of the Resulting Company therein, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.
- 5.1.2. Without prejudice to clause 5.1.1, upon the Scheme becoming effective, with effect from the Appointed Date, all the moveable assets including cash, if any, of Demerged Business Undertaking, or otherwise capable of passing by manual delivery or by endorsement and delivery, shall be so delivered or endorsed as the case may be to the Resulting Company and shall become the property of the Resulting Company as an integral part of the Demerged Business Undertaking, to the end and intent that the ownership and property therein passes to the Resulting Company in pursuance of the provisions of Section 394 of the Act, without requiring any deed or instrument of conveyance for transfer of the same, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.
- 5.1.3. Without prejudice to clause 5.1.1, upon the Scheme becoming effective, with effect from the Appointed Date, in respect of the moveable properties of Demerged Business Undertaking other than specified in Clause 5.1.2 above and any intangible assets, including sundry debtors, loans, receivables, bills, credits, advances, if any, recoverable in cash or kind or for value to be received, bank balances and deposits, if any, with the government, semi-government, local and other authorities and bodies, companies, firm, individuals, trusts, etc., the same shall, on and from the Appointed Date, stand transferred to the Resulting Company to the end and intent that the right of the Demerged Company to recover or realize all such debts (including the debts payable by such Persons or depositors to the Demerged Company) stands transferred to the Resulting Company and that appropriate entries should be passed in their respective books to record the aforesaid change, without any notice or other intimation to such debtors (although the Resulting Company may itself without being obliged and if it so deems appropriate at its sole discretion, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law, give notices in such form as it may deem fit and proper, to each Person, debtors or depositors, as the case may be, that pursuant to the High Courts having sanctioned the Scheme, the said debt, loan receivable, advance or deposit stands transferred and vested in the Resulting Company and be paid or made good or held on account of the Resulting Company as the Person entitled thereto.

- 5.1.4. In respect of such assets belonging to the Demerged Company and forming part of the Demerged Business Undertaking, other than those referred to in Clauses 5.1.2 and 5.1.3 above, the same shall, as more particularly provided in Clause 5.1.1 above, without any further act, instrument or deed, be demerged from the Demerged Company and stand transferred to and vested in and/or be deemed to be demerged from the Demerged Company and transferred to and vested in the Resulting Company upon the coming into effect of the Scheme and with effect from the Appointed Date pursuant to the provisions of Section 391-394 of the Act.
- 5.1.5. All cheques and other negotiable instruments, payment orders, electronic fund transfers (like NEFT, RTGS, etc.) received or presented for encashment which are in the name of the Demerged Company/Transferor Company (in relation to Demerged Business Undertaking) after the Effective Date shall be deemed to be in the name of the Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company or received through electronic transfers and the bankers of the Resulting Company shall accept the same. Similarly, the banker of the Resulting Company shall honour all cheques / electronic fund transfer instructions issued by the Demerged Company/Transferor Company (in relation to Demerged Business Undertaking) for payment after the Effective Date. If required, the bankers of the Demerged Company/Transferor Company and/or 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/Transferor Company by the Resulting Company in relation to the Demerged Business 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.
- 5.1.6. Without prejudice to the generality of the foregoing, upon the effectiveness of the Scheme, the Resulting Company shall be entitled to all the intellectual property and rights thereto of the Demerged Company in relation to the Demerged Business Undertaking. The Resulting Company may take such actions as may be necessary and permissible to get the same transferred and/or registered in the name of the Resulting Company.
- 5.1.7. Any assets, acquired by the Demerged Company after the Appointed Date but prior to the Effective Date pertaining to the Demerged Business Undertaking shall upon the coming into effect of this Scheme 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 the Resulting Company upon the coming into effect of this Scheme.

6. TRANSFER OF LIABILITIES

- 6.1. Upon the Scheme becoming effective, with effect from the Appointed Date, all the Demerged Liabilities shall also, under the provisions of Sections 391 and 394 of the Act without any further act or deed be transferred or deemed to be transferred to the Resulting Company so as to become as and from the Appointed Date the debts, liabilities, duties, obligations of the Resulting Company and further that all the Demerged Liabilities incurred/contracted by the Demerged Company during the period commencing from the Appointed Date till the Effective Date shall be deemed to have been incurred/contracted by the Resulting Company and shall be deemed to be the Liabilities and obligations of the Resulting Company and further that it shall not be necessary to obtain consent of any Person in order to give effect to the provisions of this Clause.
- 6.2. Where any of the loans raised and used, debts, liabilities, duties and obligations of the Demerged Company deemed to be transferred to the Resulting Company have been discharged by the Demerged Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Resulting Company.
- 6.3. Without prejudice to Clause 6.1, upon the coming into effect of the Scheme, all loans raised and used and all debts, liabilities, duties and obligations incurred by the Demerged Company for the operations of the Demerged Business Undertaking with effect from the Appointed Date and prior to the Effective Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for and on behalf of the Resulting Company, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Resulting Company and shall become the loans, debts, liabilities, duties and obligations of the Resulting Company.
- 6.4. The transfer and/or vesting of the properties as aforesaid shall be subject to the Encumbrances as on the Effective Date, if any, over or in respect of all the said assets or any part thereof of Demerged Business Undertaking to the extent that such Encumbrances relate to the Demerged Liabilities forming part of the Demerged Business Undertaking. In so far as the existing Encumbrances in respect of the Demerged Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the Demerged Business Undertaking which have been Encumbered in respect of the Demerged Liabilities as transferred to the Resulting Company pursuant to this Scheme. Provided that if any of the assets comprised in the Demerged Business Undertaking which are being transferred to the Resulting

Company pursuant to this Scheme have not been Encumbered in respect of the Demerged Liabilities, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. 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.

The Scheme shall not operate to enlarge the security of any loan, deposit or facility created by or available to Demerged Business Undertaking which shall vest in the Resulting Company by virtue of the Scheme, including for the avoidance of doubt and notwithstanding anything contained herein, that no Encumbrances shall be extended to any of the assets of HL.

- 6.5. Further, in so far as the assets comprised in the Demerged Business Undertaking are concerned, the Encumbrances over such assets relating to any loans, borrowings or debentures or other debts or debt securities which do not form part of the Demerged Liabilities, shall without any further act or deed be released from such Encumbrances and shall no longer be available as security in relation to such liabilities.
- 6.6. It is expressly provided that, save as mentioned in this Clause 6, no other term or condition of the Demerged Liabilities transferred to the Resulting Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
- 6.7. Without prejudice to the provisions of the foregoing clauses, upon the Scheme becoming effective, the Demerged Company/GSL and the Resulting Company shall execute all instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modifications of charge with the Registrar of Companies, to give formal effect to the above provisions, if required.
- 6.8. The provisions of this Clause 6 shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing to which the relevant Liability relates or the terms of sanction or issue or any security document, all of which instruments, deeds or writings shall stand modified by the foregoing provisions. Provided however that nothing in this Clause 6.8 shall modify the Framework Agreement.

7. TAXES AND TAXATION

- 7.1. Upon the Scheme becoming effective, each of the Demerged Company and the Resulting Company are expressly permitted to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, 1961, central sales tax, applicable state value added tax, service tax laws, excise duty laws and other Tax laws, and to claim refunds and/or credit for Taxes paid (including, tax deducted at source, wealth tax, etc.) and for matters incidental thereto, if required, to give effect to the provisions of the Scheme.
- 7.2. Any refund, under Taxation legislation due to the Demerged Company in relation to the Demerged Business consequent to the assessment made on the Demerged Company whether relating to the period before or after the Appointed Date shall also belong to and be received by the Resulting Company upon this Scheme becoming effective.
- 7.3. Without prejudice to the generality of the above, all benefits, incentives, losses, credits (including, without limitation in respect of income tax, tax deducted at source, wealth tax, service tax, excise duty, central sales tax, applicable state value added tax etc.) to which the Demerged Company is entitled to in terms of Applicable Laws in relation to the Demerged Business, shall be available to and vest in the Resulting Company, upon this Scheme coming into effect.
- 7.4. Any refund or tax credit including under the Income Tax Act, 1961 due to the Demerged Company, which is pertaining to the business of the Demerged Business Undertaking 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 or credit availed, as the case may be, by the Resulting Company.

8. EMPLOYEES

- 8.1. On the Scheme becoming effective, all employees of the Demerged Company who are employed in the Demerged Business Undertaking on the Effective Date ("**Transferred Employees**"), shall be deemed to have become employees of the Resulting Company with effect from the Appointed Date or their respective joining date, whichever is later, 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 favorable than those applicable to them with reference to the Demerged Business Undertaking on the Effective Date. It is clarified that the CEO of the Demerged Company shall not be transferred to the Resulting Company as an employee but will provide consultancy services to the Resulting Company as per the terms of a consultancy agreement with the Resulting Company.
- 8.2. It is expressly provided that, on the Scheme becoming effective, the provident fund, gratuity fund, contribution towards employees state insurance, superannuation fund, retirement fund or any other special fund or trusts created

or existing for the benefit of the Transferred Employees and Geometric Limited Excluded Employees Provident Fund Trust existing for the benefit of the past employees of Geometric (collectively referred to as the “**Funds**”) shall be transferred to the similar Funds created by the Resulting Company and shall be held for their benefit pursuant to this Scheme or, at the Resulting Company’s sole discretion, maintained as separate Funds by the Resulting Company. In the event that the Resulting Company does not have its own Funds in respect of any of the above, the Resulting Company may, subject to necessary approvals and permissions, continue to contribute to the relevant Funds of the Demerged Company, until such time that the Resulting Company creates its own Funds, at which time the funds and the investments and contributions pertaining to the Transferred Employees shall be transferred to the Funds created by the Resulting Company. It is clarified that the services of the employees of the Demerged Business Undertaking will be treated as having been continuous and not interrupted for the purpose of the said fund or funds.

8.3. In relation to any other fund created or existing for the benefit of the Transferred Employees, the Resulting Company shall stand substituted for the Demerged Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such Transferred Employees.

8.4. In so far as the existing benefits or funds created by GL for the employees of the Remaining Undertaking are concerned, the same shall continue and GL/GSL shall continue to contribute to such funds and trusts in accordance with the provisions thereof, and such funds and trusts, if any, shall be held inter alia for the benefit of such employees.

8.5. **ESOPs**

8.5.1. Details of the employee stock options (“**ESOPs**”) under the ESOP Plans are provided in **Schedule 3** to this Scheme. On and from April 1, 2016, the Demerged Company shall not bring into effect any employee stock option plan (save for issuance of upto 2,223,932 equity shares pursuant to options that have already been granted under the ESOP Plans), issue or enter into any agreements/arrangements for issuance of employee stock options or grant any options.

8.5.2. Simultaneously on receipt of the Sanction Orders, all employee stock options which have been granted under the ESOP Plans and are valid and subsisting shall stand accelerated in accordance with the terms of the respective ESOP Plans.

8.5.3. With respect to the stock options which have been granted under the ESOP Plans and are valid and subsisting and remain unexercised by the relevant grantee as on the date which is 5 Business Days prior to the Effective Date (which date shall be notified by GL at least 2 Business Days in advance) (the “**Unexercised Options**”), GL shall, for the purpose of permitting cashless exercise of the Unexercised Options by the relevant grantees of such Unexercised Options (“**Relevant Employees**”), set up an employee benefit trust (“**ESOP Trust**”) for the benefit of the Relevant Employees, for the sole purpose of implementing the provisions of this Clause. On the Effective Date and immediately prior to effectiveness of the Scheme, (i) GL shall, as per Section 67 of the Companies Act, 2013, Rule 16 of Companies (Share Capital and Debenture) Rules, 2014, SEBI (Share Based Employee Benefits) Regulations 2014 (“**SEBI ESOP Regulations**”) and other applicable provisions of the Companies Act, 2013, SEBI ESOP Regulations and rules, regulations, circulars and notifications framed thereunder, grant an interest free loan (“**ESOP Loan**”) to the ESOP Trust to enable the ESOP Trust to pay, on behalf of the Relevant Employees, the exercise price towards the exercise of Unexercised Options, (ii) the ESOP Trust shall immediately on receipt of the ESOP Loan, pay the entire amount of the ESOP Loan to GL as payment of the exercise price towards Unexercised Options, and (iii) GL shall allot equity shares of GL to the ESOP Trust against the Unexercised Options. It is clarified that those Relevant Employees who do not exercise their respective Unexercised Options until 5 Business Days prior to the Effective Date shall be deemed to have opted for cashless exercise mechanism as set out in this Clause.

8.5.4. The Resulting Company agrees and acknowledges that the ESOP Loan shall be transferred to the Resulting Company as a part of the Demerged Business Undertaking under the Scheme. Further, if the ESOP Trust is a shareholder of GL as on the Record Date, upon coming into effect of the Scheme, the Resulting Company shall issue and allot equity shares to the ESOP Trust as per the Share Entitlement Ratio and in accordance with Clause 14 (Consideration) of the Scheme.

8.5.5. The ESOP Trust shall, within a reasonable period from the allotment and listing and commencement of trading of the shares so allotted, sell the equity shares of the Resulting Company held by it in the secondary market and shall use the proceeds of such sale to repay the ESOP Loan to the Resulting Company and remit the balance amounts of the proceeds, after deduction of taxes and other expenses, to the Relevant Employees in proportion to their respective entitlement under the ESOP Plans and subject to necessary approvals under Applicable Law.

8.5.6. It is clarified that the consent to the Scheme by the shareholders of GL and the Resulting Company shall be deemed to be consent, as an integral part of this Scheme, to (i) the amendment to the ESOP Plans; (ii) setting up of the ESOP Trust; (iii) grant and repayment of the ESOP Loan; and (iv) the implementation of the ESOP Plans and the cashless exercise of the Unexercised Options as per the requirements of the Companies Act, 2013, SEBI ESOP Regulations or any other Applicable Law. No further approval of the shareholders of the Resulting Company or GL would be required in this connection under any Applicable Law.

8.5.7. The Resulting Company and the Demerged Company and the Board of Directors and the Nomination and Remuneration Committee of the Demerged Company shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this Clause.

8.5.8. For the purposes of this Clause 8.5, the term “**Business Day**” means a day (excluding Saturdays, Sundays and public holidays) on which banks are generally open in Mumbai and Delhi for the transaction of normal banking business.

9. LEGAL PROCEEDINGS

9.1. In the event, after the Effective Date, any Person (including any Tax authority or customer) makes any claim, a notice of assertion, demand, action, proceeding or suit (“**Third Party Claim**”) against the Transferor Company (which expression shall include the Transferee Company following the amalgamation) in relation to the Demerged Business Undertaking, the procedure set out below shall be followed:

- (i) If the Transferor Company receives a Third Party Claim with respect to the Demerged Business Undertaking, the Transferor Company shall, within 14 (fourteen) days thereof, notify the Resulting Company in writing of such Third Party Claim (specifying in reasonable detail the circumstances which give rise to the Third Party Claim and the amount, if any, claimed in such Third Party Claim).
- (ii) The Resulting Company shall, within 30 (thirty) days (or such shorter period, if any response needs to be communicated or defence needs to be undertaken within any shorter statutory or regulatory time-frame in relation to such Third Party Claim) of the receipt of the notice mentioned in sub-clause (i) above, assume the control and where applicable, defence, of such Third Party Claim. The Resulting Company shall, in consultation with its counsel, be entitled to take such defences or course of actions including settlement of claims as may be available with respect to the Third Party Claim but in all cases ensuring that the Third Party Claim or the settlement does not result in any obligation or liability on the Transferor Company. The Transferor Company shall at the cost and expense of the Resulting Company, cooperate with the Resulting Company in the defense or prosecution of any such Third Party Claim and shall furnish the Resulting Company with such relevant documents and information available with it, and attend such conferences, proceedings, hearings, trials and appeals as may be reasonably required by the Resulting Company in connection therewith.
- (iii) The Transferor Company shall have the right but not the obligation to participate (but not control) in the defence of any Third Party Claim which the Resulting Company is defending. All costs and expenses including legal fees, deposits, guarantees, etc. in relation to the Third Party Claim shall be borne by the Resulting Company.
- (iv) At the Transferor Company’s request, the Resulting Company shall co-operate with the Transferor Company and its advisors and provide the Transferor Company and its advisors, the relevant documents and information, if any, available with it and that may be reasonably requested by the Transferor Company in respect of the Transferor Company’s participation in the defence of the said Third Party Claim.
- (v) The Resulting Company shall keep the Transferor Company informed of material developments relating to the Third Party Claim along with relevant documentation.

9.2. In the event, after the Effective Date, any Person (including any Tax authority or customer) makes any claim against the Resulting Company in relation to the Remaining Undertaking (“**G Third Party Claim**”) the procedure set out below shall be followed:

- (i) If the Resulting Company receives a G Third Party Claim, the Resulting Company shall, within 14 (fourteen) days thereof, notify the Transferor Company in writing of such G Third Party Claim (specifying in reasonable detail the circumstances which give rise to the G Third Party Claim and the amount, if any, claimed in such G Third Party Claim).
- (ii) The Transferor Company shall within 30 (thirty) days (or such shorter period, if any response needs to be communicated or defence needs to be undertaken within any shorter statutory or regulatory time-frame in relation to such G Third Party Claim) of the receipt of the notice mentioned in sub-clause (i) above, assume the control and where applicable, defence, of such G Third Party Claim. The Transferor Company shall, in

consultation with its counsel, be entitled to take such defences or course of actions including settlement of claims as may be available with respect to the G Third Party Claim but in all cases ensuring that the settlement does not result in any obligation on the Resulting Company. The Resulting Company shall, at the cost and expense of the Transferor Company, cooperate with the Transferor Company in the defense or prosecution of any such G Third Party Claim and shall furnish the Transferor Company with such relevant documents and information available with it, and attend such conferences, proceedings, hearings, trials and appeals as may be reasonably required by the Transferor Company in connection therewith.

- (iii) The Resulting Company shall have the right but not the obligation to participate (but not control) in the defence of any G Third Party Claim which the Transferor Company is defending, provided that in such a case all costs and expenses including legal fees, deposits, guarantees, etc. in relation to the G Third Party Claim shall be borne by the Transferor Company.
- (iv) At the Resulting Company's request, the Transferor Company shall co-operate with the Resulting Company and its advisors and provide the Resulting Company and its advisors, the relevant documents and information, if any, available with it and that may be reasonably requested by the Resulting Company in respect of its participation in the defence of the said G Third Party Claim.
- (v) The Transferor Company shall keep the Resulting Company informed of material developments relating to the G Third Party Claim.

9.3. All legal proceedings of whatsoever nature by or against the Demerged Company save for legal proceedings pertaining to the Remaining Undertaking pending and/or arising before the Effective Date, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Resulting Company, as the case may be, in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company.

9.4. Without prejudice to Clause 9.1 above, the Resulting Company undertakes that it shall at its own cost, file applications with the relevant Appropriate Authorities for change of name in such legal proceedings forming part of the Demerged Business Undertaking within a period of 3 (three) months from the Effective Date. HL shall do such things as may be required for changing the name of the party from Demerged Company to the Resulting Company in all legal proceedings by or against the Demerged Company forming part of the Demerged Liabilities existing as on the Effective Date (and including those that relate to the period prior to the Appointed Date) and shall make all necessary filings for such change of name such that the same may be continued, prosecuted, defended and enforced by the Resulting Company instead of the Demerged Company, to the exclusion of the Demerged Company, and the Demerged Company/Transferee Company shall extend all assistance in such transfer into the Resulting Company's name, if required by the Resulting Company. It is clarified that the cost and expenses incurred in continuing, prosecuting, defending and enforcing the aforesaid proceedings shall be to the account of the Resulting Company, provided however that this is without prejudice to any indemnity available to the Resulting Company for such costs and expenses.

10. CONTRACTS, DEEDS, ETC.

10.1. Notwithstanding anything to the contrary contained in the contract, deed, bond, agreement or any other instrument, upon the coming into effect of the Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature and subsisting or having effect on the Effective Date and relating to the Demerged Business Undertaking to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, shall continue in full force and effect against or in favour of the Resulting Company, and may be enforced effectively 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 from inception. For the avoidance of doubt it is clarified that the Framework Agreement and the following Contracts between Geometric, Geometric Subsidiary and DS do not form part of the Demerged Business Undertaking: (a) amended and restated shareholders' agreement dated March 4, 2015; (b) amended and restated escrow agreement; (c) umbrella agreement dated September 16, 2008; (d) frame services agreement dated February 9, 2004; and (e) umbrella agreement for the 3DGS arrangement dated March 4, 2015.

10.2. The Resulting Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if it considers necessary, enter into, or issue or execute deeds, writings, tripartite arrangements, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Resulting Company shall be deemed to be authorised to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances required for the

purposes referred to above on the part of the Demerged Company. The Demerged Company shall execute such writings as may be reasonably required by the Resulting Company in this regard.

- 10.3. It is hereby clarified that (i) if any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Business Undertaking to which the Demerged Company is a party to, cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company/Transferee Company shall hold such contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company, insofar as it is permissible to do so, till such time as the transfer is effected; and (ii) save and except for (a) the agreement dated September 2, 2003 with Paysquare Consultancy Ltd. for payroll processing services, (b) SAP Software End-User Value License Agreement dated September 29, 2005 (c) eBorn dated November 1, 2014 SOW for SAP Application Management Services (SAP Support); and (d) Atlassian End User License Agreement (JIRA licenses) (accepted online), there are no contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature that relate to the Demerged Business Undertaking as well as the Remaining Undertaking. Such contracts are for the common benefit of the Demerged Company and the Transferee Company and will continue until the Effective Date. On the Effective Date, such contracts shall be transferred to the Resulting Company pursuant to this Scheme and the continued use of the services thereunder by the Transferee Company shall be subject to receipt of consents from the respective vendors thereof, failing which the Transferee Company will make alternate arrangements in this regard.
- 10.4. For the avoidance of doubt, it is clarified that upon the coming into effect of this Scheme, all the rights, title, interest and claims of the Demerged Company in any leasehold/licensed properties in relation to the Demerged Business Undertaking shall, pursuant to Section 394(2) of the Act, be transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company automatically without requirement of any further act or deed.

11. CONDUCT OF BUSINESSES TILL THIS SCHEME COMES INTO EFFECT

11.1. With effect from the Appointed Date and upto and including the Effective Date, the Demerged Company:

- 11.1.1. shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Demerged Business Undertaking and stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions of the Demerged Business Undertaking for and on account of, and in trust for, the Resulting Company;
- 11.1.2. all profits or income arising or accruing in favour of the Demerged Company in relation to the Demerged Business Undertaking and all Taxes paid thereon or losses, expenditures arising or incurred by the Demerged Company in relation to the Demerged Business Undertaking shall, for all purposes, be treated as and deemed to be the profits or income, Taxes or losses, expenditures as the case may be, of the Resulting Company, except those specifically forming part of the Remaining Undertaking;
- 11.1.3. any of the rights, powers, authorities, privileges, attached, related or pertaining to the Demerged Business Undertaking exercised by the Demerged Company shall be deemed to have been exercised by the Demerged Company for and on behalf of, and in trust for and as an agent of the Resulting Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Demerged Business Undertaking that have been undertaken or discharged by the Demerged Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Resulting Company.
- 11.1.4. shall cause the business of the Demerged Business Undertaking (including making applications to any Appropriate Authority for the renewal of permits which have expired) to be conducted as a going concern in trust for the Resulting Company and in the ordinary course of business;
- 11.1.5. shall not, except as may be expressly required or permitted under this Scheme pursuant to exercise of stock options granted as of April 1, 2016, make any change in its capital structure in any manner either by any increase (including by way of issue of equity and/or preference shares on a rights basis or by way of a public issue, bonus shares and/or convertible debentures or otherwise), decrease, reduction, reclassification, sub-division, consolidation, re-organization, or in any other manner which may, in any way, affect the Share Entitlement Ratio, except with the prior approval of the Board of Directors of the Resulting Company.
- 11.1.6. shall conduct its business in accordance with and not take any actions prohibited by the Framework Agreement.

12. REMAINING UNDERTAKING

- 12.1. The Remaining Undertaking and all the assets, properties, rights, liabilities and obligations relating thereto shall continue to belong to and be vested in the Demerged Company and the Resulting Company shall have no right, claim or obligation in relation to the Remaining Undertaking.

12.2. All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company under any statute, whether relating to the period prior to or after the Appointed Date and whether pending on the Appointed Date or which may be instituted at any time thereafter, relating to the Remaining Undertaking (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Undertaking) shall be continued and enforced by or against the Demerged Company/Transferee Company after the Effective Date.

12.3. With effect from the Appointed Date and up to, including and beyond the Effective Date, the Demerged Company:

- (a) shall be deemed to have been carrying on and to be carrying on all the business and activities relating to the Remaining Undertaking for and on behalf of the Transferee Company; and
- (b) all profits accruing to the Demerged Company thereon or losses arising or incurred by it relating to the Remaining Undertaking shall for all purposes be treated as the profits or losses, as the case may be, of the Transferee Company.

12.4. It is hereby clarified for the avoidance of doubt that the intellectual property listed in **Schedule 4** shall be the exclusive property of GSL.

13. SAVINGS OF CONCLUDED TRANSACTIONS

The transfer and vesting of the Demerged Business Undertaking as above and the continuance of proceedings by or against the Demerged Company in relation to the Demerged Business Undertaking shall not affect any transaction or proceedings already concluded on or after the Appointed Date or till the Effective Date in accordance with this Scheme.

Part 3

14. CONSIDERATION

14.1. Upon coming into effect of the Scheme and in consideration for the transfer and vesting of the Demerged Business Undertaking in the Resulting Company, the Resulting Company shall, without any further application or deed, issue and allot equity shares, credited as fully paid up, to all the equity shareholders of the Demerged Company whose names appear in the register of members of the Demerged Company as on the Record Date to be fixed in that behalf for the purpose of reckoning names of equity shareholders of the Demerged Company, in the following ratio:

“10 (Ten) equity share of the Resulting Company of Rs. 2 (Rupees Two only) each, fully paid up to be issued for every 43 (Forty Three) Equity shares of Rs. 2 (Rupees Two only) each held by equity shareholders of the Demerged Company” (the “**Share Entitlement Ratio**”)

14.2. In case any equity shareholder of the Demerged Company owns shares in the Demerged Company, such that it becomes entitled to a fraction of an equity share of the Resulting Company, the Resulting Company shall not issue fractional share certificates to such member but shall instead, at its absolute discretion, decide to take any or a combination of the following actions:

- (a) consolidate such fractions and issue consolidated shares to a trustee nominated by the Resulting Company in that behalf, who shall sell such shares and distribute the net sale proceeds (after deduction of applicable taxes and other expenses incurred) to the shareholders respectively entitled to the same in proportion to their fractional entitlements;
- (b) round off all fractional entitlements to the next whole number above the fractional entitlement and issue such number of securities to the relevant shareholders;
- (c) deal with such fractional entitlements in such other manner as they may deem to be in the best interests of the shareholders of the Demerged Company and the Resulting Company.

14.3. SSPA & Co. have issued the valuation report on the Share Entitlement Ratio adopted under the Scheme. JM Financial Institutional Securities Limited, a Category-I Merchant Banker, has provided its fairness opinion on the Share Entitlement Ratio to GL and SBI Capital Markets Limited, a Category-I Merchant Banker, has provided its fairness opinion on the Share Entitlement Ratio to the Board of Directors of HL.

14.4. Equity shares to be issued by the Resulting Company to the respective shareholders of the Demerged Company as above shall be subject to the Memorandum and Articles of Association of the Resulting Company and shall rank *pari passu* with the existing equity shares of the Resulting Company in all respects including dividends.

14.5. Equity shares in the Resulting Company shall be issued in dematerialized form to those shareholders who hold shares of the Demerged Company in dematerialized form, in to the account in which the Demerged Company shares are held or such other account as is intimated by the shareholders to the Resulting Company and / or its Registrar. All those shareholders who hold equity shares of the Demerged Company in physical form shall also have the option to receive the equity shares in the Resulting Company, in dematerialized form provided the details of their

account with the Depository Participant are intimated in writing to the Resulting Company and / or its Registrar. If not so notified, they would be issued equity shares in physical form.

- 14.6. The Board of Directors of the Resulting Company and the Demerged Company shall, if and to the extent required, apply for and obtain any approvals from Appropriate Authorities for the issue and allotment of equity shares to the shareholders of the Demerged Company pursuant to Clause 14.1 of the Scheme.
- 14.7. Equity shares to be issued by the Resulting Company to the members of the Demerged Company pursuant to Clause 14.1 of this Scheme shall, subject to the receipt of necessary approvals, be listed and/or admitted to trading on the Stock Exchanges, where the shares of the Demerged Company are listed and/or admitted to trading. The Resulting Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with Applicable Laws for complying with the formalities of the said Stock Exchanges. The shares allotted pursuant to the Scheme shall remain frozen in the depositories system till listing / trading permission is given by the designated Stock Exchange.
- 14.8. The equity shares to be issued by the Resulting Company pursuant to this Scheme in respect of any equity shares of the Demerged Company which are held in abeyance under the Act or otherwise shall, pending allotment or settlement of dispute by order of a court or otherwise, also be kept in abeyance by the Resulting Company. In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the board of directors of the Resulting Company shall be empowered to take such actions as may be necessary in order to remove any difficulties arising to the transferor of the share in the Resulting Company and in relation to the shares issued by the Resulting Company pursuant to the Scheme.
- 14.9. Approval of this Scheme by the shareholders of the Resulting Company shall be deemed to be the due compliance of the provisions of Section 62 and Section 55 of the Companies Act, 2013 and the other relevant and applicable provisions of the Act for the issue and allotment of equity shares by the Resulting Company to the shareholders of the Demerged Company, as provided in this Scheme.
- 14.10. The equity shares of the Resulting Company issued pursuant to this Scheme may not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) and the Resulting Company may elect, in its sole discretion, to rely upon an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof or any other exemption that the Resulting Company may elect to rely upon. In the event the Resulting Company elects to rely upon an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof, the sanction of the High Courts to this Scheme will be relied upon for the purpose of qualifying the issuance and distribution of the equity shares of the Resulting Company for such an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof.

15. ACCOUNTING TREATMENT IN THE BOOKS OF THE RESULTING COMPANY AND THE DEMERGED COMPANY

15.1. In the books of the Resulting Company

As on the Appointed Date and the Scheme becoming effective:

- (i) The Resulting Company shall record all the assets and liabilities, pertaining to the Demerged Business Undertaking, at fair values.
- (ii) The Resulting Company shall credit to its share capital account, the aggregate face value of the equity shares issued by it pursuant to Clause 14.1 of this Scheme.
- (iii) The difference between the fair value and face value of shares pursuant to clause 14.1 of this Scheme shall be credited to securities premium account.
- (iv) The Fair value of the share issued by the Resulting Company pursuant to Clause 14.1 of this Scheme as reduced by the net assets of Demerged Business Undertaking acquired and recorded by the Resulting Company if surplus, shall be debited to Goodwill Account. In case of a deficit, the same shall be credited to Capital Reserve Account.

15.2. In the books of the Demerged Company

- (i) Upon the Scheme becoming effective, the Demerged Company shall reduce the book value of assets and liabilities pertaining to the Demerged Business Undertaking as set out below.
- (ii) The book values, as on the Appointed Date, of net assets (assets minus liabilities) comprised in the Demerged Business Undertaking transferred to the Resulting Company shall be adjusted first against the entire securities premium account, then against the investment re-organization reserve account and then against the general reserve account. The remaining balance of the net assets shall be adjusted against the accumulated credit balance in the profit and loss account of the Demerged Business Undertaking to the extent available. Any residual balance of net assets shall be reflected as a debit balance in the profit and loss account.

The adjustment/utilisation of the securities premium account, if any, as stated above, and reduction thereof will be effected as a part of this Scheme, in accordance with provisions of Section 52 of the 2013 Act and Section 100 to 103 of the 1956 Act and the order of the High Court sanctioning the Scheme shall be deemed to be also the order under the applicable provisions of the 1956 Act and 2013 Act, as applicable, for confirming the utilization/reduction of the securities premium account.

Chapter 3

MERGER OF REMAINING UNDERTAKING OR THE TRANSFEROR COMPANY INTO THE TRANSFEREE COMPANY

Upon the occurrence of the Demerger pursuant to Chapter 2 of this Scheme, the Demerged Company, comprising the Remaining Undertaking, shall be referred to as the “Transferor Company” for the purposes of this Chapter 3.

Part 1

16. DEFINITIONS:

In addition to the terms defined in Chapter 1, in this Chapter 3 of the Scheme, concerning the merger of the Remaining Undertaking into GSL, unless inconsistent with the subject or context, the following expressions shall have the following meaning:

“**Transferor Company**” shall for the purpose of Chapter 3 of the Scheme, means the Demerged Company after giving effect to the Demerger of the Demerged Business Undertaking to the Resulting Company and comprising only the Remaining Undertaking;

“**Transferee Company**” means GSL, a company incorporated under the Companies Act, 1956, and having its registered office at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079, Mumbai, Maharashtra.

17. SHARE CAPITAL

The authorized, issued, subscribed and paid up share capital of the Transferor Company as on April 1, 2016 is as under:

Particulars	Rupees
Authorized Capital	
80,000,000 equity shares of Rs. 2 each	160,000,000
Total	160,000,000
Issued, Subscribed and Paid-up*	
65,030,414 equity Shares of Rs. 2 each fully paid up	130,060,828
Total	130,060,828

*After considering the outstanding ESOPs the issued share capital on a fully diluted basis is 67,254,346 equity shares of Rs. 2 each.

The authorized, issued, subscribed and paid up share capital of the Transferee Company as on April 1, 2016 is as under:

Particulars	Rupees
Authorised Capital	
2,700,000 equity shares of Rs. 10 each	27,000,000
300,000 Class ‘A’ and Class ‘B’ Equity Shares of Rs.10 each with differential voting rights	3,000,000
Total	30,000,000
Issued, Subscribed and Paid-up	
1,373,246 equity shares of Rs 10 each fully paid	13,732,460
72,965 Class ‘A’ Equity Shares of Rs 10 each fully paid	729,650
105,989 Class ‘B’ Equity Shares of Rs 10 each fully paid	1,059,890
Total	15,522,000

Part 2

18. TRANSFER AND VESTING OF THE REMAINING UNDERTAKING

18.1. With effect from the Appointed Date, the Transferor Company (after Demerger of the Demerged Business Undertaking) comprising the Remaining Undertaking including its properties and assets (whether movable tangible or intangible) of whatsoever nature including investments, shares, debentures, securities, licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives if any, benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax, credit for Minimum Alternate Tax, taxes deducted at source and all other rights, title, interest, contracts, consent, approvals or powers and liabilities, duties and obligations of every kind, nature and descriptions whatsoever shall under the provisions of Sections 391 to 394 and pursuant to the orders

of the High Court or any other appropriate authority sanctioning this Scheme and without further act, instrument or deed, but subject to the Encumbrances (if any) affecting the same as on the Effective Date shall stand transferred and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties, assets and liabilities, duties and obligations of the Transferee Company.

18.2. It is clarified that the Transferee Company shall continue to be entitled to the benefits of the Trade Logo License Agreement dated January 23, 2002 with respect to the use of the logo referred to therein for such term and on such terms as agreed to between the Demerged Company and the Resulting Company under the Framework Agreement without any payment of consideration.

18.3. With respect to the liabilities so transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by the Transferee Company, it shall not be necessary to obtain the consent of any third party or other Person who is a party to any contract or arrangement by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.

18.4. All the existing Encumbrances, if any, as on the Appointed Date and those created by the Transferor Company after the Appointed Date, over the assets of the Transferor Company transferred to the Transferee Company shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date. Such Encumbrances shall not relate or attach or extend to any of the other assets of the Transferee Company.

19. STAFF, WORKMEN & EMPLOYEES

19.1. Existing employees, if any, who are in service on the date immediately preceding the Effective Date shall, on and from the Effective Date become and be engaged as the employees of the Transferee Company, without any break or interruption in service as a result of the transfer and on terms and conditions not less favourable than those on which they are engaged by the Transferor Company immediately preceding the Effective Date. Services of the employees of the Transferor Company shall be taken into account from the date of their respective appointment with the Transferor Company for the purposes of all retirement benefits and all other entitlements for which they may be eligible. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Transferor Company shall also be taken into account. The services of such employees shall not be treated as having been broken or interrupted for the purpose of provident fund or gratuity or superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.

20. LEGAL PROCEEDINGS AND INDEMNITY

20.1. All legal proceedings of whatsoever nature by or against the Transferor Company pending and/or arising before the Effective Date and relating to the Remaining Undertaking, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Transferee Company, as the case may be in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company. Any cost pertaining to the said proceedings between the Appointed Date and the Effective Date incurred by the Transferor Company shall be to the account of the Transferee Company.

20.2. Other Liabilities are the responsibility of Godrej & Boyce Ltd. and Godrej Investments Pvt. Ltd. alone in terms of any indemnity given by Godrej & Boyce Ltd. and Godrej Investments Pvt. Ltd. to DS and GSL.

21. CONTRACTS, DEEDS, ETC.

21.1. Notwithstanding anything to the contrary contained in the contract, deed, bond, agreement or any other instrument, but subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature and subsisting or having effect on the Effective Date, including the Framework Agreement, and to which the Transferor Company is a party, shall continue in full force and effect against or in favour of the Transferee Company and may be enforced effectively by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.

21.2. 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, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

- 21.3. Subject to Closing (as defined in the Framework Agreement) having occurred, and with effect from the Effective Date, each of the parties to the DS Support Undertaking confirms that it irrevocably and unconditionally waives any rights or claims it has, or may at any time in the future have (and undertakes not to bring or assist in the bringing of any claim of any nature whatsoever (including in respect of any breach)) in respect of the contracts listed in **Schedule 5**;
22. It is expressly clarified that upon the Scheme becoming effective all Taxes in relation to the Remaining Undertaking payable by the Transferor Company shall be treated as the tax liability of Transferee Company; similarly all credits for tax deduction at source, credit of MAT paid and advance tax paid on the income of the Remaining Undertaking shall be available to Transferee Company. Any obligation for deduction of tax at source on any payment made by or to be made by Transferor Company shall be made or deemed to have been made and duly complied with as if so made by the Transferee Company.

Part 3

23. CONSIDERATION

- 23.1. Upon the Scheme becoming effective, the entire share capital of the Transferee Company held by the Transferor Company itself or through its nominees shall stand cancelled.
- 23.2. In consideration of the Amalgamation, the Transferee Company shall issue and allot to each resident shareholder (including the ESOP Trust) of the Transferor Company and subject to approval by the Reserve Bank of India, to all non-resident shareholders of the Transferor Company, 1 (one) fully paid up redeemable preference share of Rs. 68 each (the terms of which are provided in Clause 23.6 below in the Transferee Company ("**Redeemable Preference Share**") for every 1 (one) fully paid up equity share each of the Transferor Company.
- 23.3. If the approval of the Reserve Bank of India as contemplated under Clause 23.2 above is not received prior to the Effective Date, such non-resident shareholders of the Transferor Company ("**GL NR Equity Shareholders**") shall be issued and allotted 24 fully paid unlisted equity share of Rs. 10 each of the Transferee Company for every 1793 fully paid up equity shares of Rs. 2 each of the Transferor Company held by such shareholder as set out in the valuation report issued by Walker Chandiook & Co LLP ("**GSL NR Equity Shares**") on the Record Date which shall be compulsorily purchased by DS and/or their affiliates or any other Person and/ or entity identified by them ("**Purchasers**"), immediately on issuance of GSL NR Equity Shares.
- 23.4. In the event GSL NR Equity Shares are required to be issued pursuant to Clause 23.3 above, on or before the Record Date, GSL, subject to the approval of the Reserve Bank of India, shall appoint category – I merchant bankers ("**Merchant Banker(s)**") to act on behalf of and as an agent and trustee of the GSL NR Equity Shareholders for the sale and purchase of the GSL Equity Shares as stated in Clause 23.3 above in the manner provided hereunder:
- 23.4.1. GSL shall issue and allot GSL NR Equity Shares to the Merchant Banker(s) and the Merchant Banker(s) shall, for and on behalf of GL NR Equity Shareholders receive the GSL NR Equity Shares in an on-shore escrow account opened by it with a scheduled commercial bank in India upon terms and conditions acceptable to the Board of Directors of GSL, for this purpose ("**Escrow Account**").
- 23.4.2. The Merchant Banker(s), shall for and on behalf of the GL NR Equity Shareholders sell the GSL Equity Shares to the Purchasers, within 30 (thirty) days from the date of allotment of the GSL NR Equity Shares by the Transferee Company and the Purchaser shall purchase at a price of Rs. 5080.3 which includes a premium of Rs. 5070.3 per GSL Equity Share as set out in the valuation report issued by Walker Chandiook & Co LLP.
- 23.4.3. Upon receipt of the sale proceeds on sale of the GSL NR Equity Shares pursuant to Clause 23.4.2 above, the Merchant Banker(s) shall distribute such proceeds (net of expenses) to the GL NR Equity Shareholders within 7 (seven) business days from the date of receipt of such proceeds, after deducting or withholding taxes or duties as may be applicable, in the proportion to their entitlements as per instructions of the Purchasers and their Tax advisors.
- 23.4.4. If the bank details of the GL NR Equity Shareholders are notified with the registrar and transfer agent of the Transferor Company, the Merchant Banker may cause the credit of the sale proceeds to such banks.
- 23.4.5. Notwithstanding anything to the contrary contained in any Applicable Law, the allotment of the GSL NR Equity Shares to the Merchant Banker for and on behalf of the GL NR Shareholders under this Scheme, shall be deemed to be allotment of equity shares to the GL NR Equity Shareholders under the provisions of Applicable Law.
- 23.4.6. All the expenses including the appointment of the Merchant Banker, opening of the Escrow Account, the stamp duty for the said transfer of the GSL NR Equity Shares shall be borne by the Purchaser.

23.5. Walker Chandiook & Co LLP have issued the report on the share entitlement ratio adopted under Clause 23 of the Scheme.

23.6. Terms of issue of Redeemable Preference Shares:

(a) Face value

The Redeemable Preference Shares issued shall have a face value of Rs. 68 per Redeemable Preference Share.

(b) Coupon

The Redeemable Preference Share shall subject to the provisions of the Articles of Association of the Transferee Company and the Act confer the holders thereof a right to fixed preferential dividend of 7% per annum in priority to the equity shares subject to deduction of taxes at source if applicable. Dividend to be paid at each quarterly period i.e. 1.75% per quarter.

(c) Voting Rights

The holder of the Redeemable Preference Share shall have the right to vote in general meeting of the Transferee Company in accordance with Section 47 of the Companies Act 2013.

(d) Redemption

The Redeemable Preference Shares are redeemable on the expiry of 15 (fifteen) months from the date of allotment. Each Redeemable Preference Share shall be redeemable at par. Provided however, up to a period of 15 (fifteen) days prior to the end of every successive period of 3 (three) months from the date of allotment of the Redeemable Preference Shares ("**Quarterly Redemption Period**"), any holder of the Redeemable Preference Share shall have the right but not an obligation to request the Transferee Company for redemption of the Redeemable Preference Shares held by such Person. Within a period of 15 (fifteen) days after the end of the Quarterly Redemption Period, the Transferee Company shall redeem the Redeemable Preference Shares that have been validly tendered for redemption during the Quarterly Redemption Period. In the event any holder of the Redeemable Preference Share does not request the Transferee Company to redeem the Redeemable Preference Shares held by such a Person during the Quarterly Redemption Period, the Redeemable Preference Shares held by such Person shall be redeemed within 30 (thirty) days from the expiry of the said tenure of 15 (fifteen) months.

(e) Taxation

All payments in respect of the redemption of the Redeemable Preference Shares shall be made less any deductions or withholding for or on account of any present or future taxes or duties as required under Applicable Laws.

(f) Listing

The Redeemable Preference Shares shall be listed on a recognized stock exchange.

(g) Winding-up

In the event of winding up of the Transferee Company, the holders of the Redeemable Preference Shares shall have a right to receive of the paid up capital and arrears of dividend, whether declared or not, upto the commencement of winding up, in priority to any paid up capital on the equity shares out of the surplus but shall not have any further rights to participate in the profits of the assets of the Transferee Company.

23.7. The shares of the Transferee Company shall be issued in dematerialized form to those shareholders who hold shares of the Transferor Company in dematerialized form, into the account in which the Transferor Company shares are held or such other account as is intimated by the shareholders to the Transferor Company and / or its Registrar. All those shareholders who hold shares of the Transferor Company in physical form shall also have the option to receive the Redeemable Preference Shares /equity shares (in case of non-resident shareholders of Transferor Company) in the Transferee Company, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to the Transferor Company and / or its Registrar. If not so notified, they would be issued equity shares in physical form.

23.8. In case any equity shareholder of the Transferor Company has shareholding such that it becomes entitled to a fraction of a share of the Transferee Company, the Transferee Company shall not issue fractional share certificates to such member but shall instead, at its absolute discretion, decide to take any or a combination of the following actions:

(a) consolidate such fractions and issue consolidated shares to a trustee nominated by the Transferee Company in

that behalf, who shall, sell such shares to the Purchasers and distribute the net sale proceeds (after deduction of applicable taxes and other expenses incurred) to the shareholders respectively entitled to the same in proportion to their fractional entitlements;

- (b) round off all fractional entitlements to the next whole number above the fractional entitlement and issue such number of securities to the relevant shareholders;
- (c) deal with such fractional entitlements in such other manner as they may deem to be in the best interests of the shareholders of the Transferor Company.

23.9. In the event of there being any pending share transfer, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of Directors or any committee thereof of the Transferor Company shall be empowered even subsequent to the Effective Date, to effectuate such transfer as if such changes in the registered holder were operative from the Effective Date, in order to remove any difficulties arising to the transfer of shares after the Scheme becomes effective.

23.10. The Redeemable Preference Shares/ equity shares to be issued by the Transferee Company pursuant to this Scheme in respect of any equity shares of the Transferor Company which are held in abeyance under the Act or otherwise shall pending allotment or settlement of dispute by order of Court or otherwise, also be kept in abeyance by the Transferee Company. In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferor Company, the board of directors of the Transferee Company shall be empowered to take such actions as may be necessary in order to remove any difficulties arising to the transfer of the share in the Transferee Company and in relation to the shares issued by the Transferee Company pursuant to the Scheme.

23.11. Approval of this Scheme by the shareholders of the Transferor Company shall be deemed to be the due compliance of the provisions of Section 62 and Section 55 of the Companies Act, 2013 and the other relevant and applicable provisions of the Act for the issue and allotment of equity shares by the Transferee Company to the shareholders of the Transferor Company, as provided in this Scheme. Further the issue and allotment of the Redeemable Preference Shares shall be deemed to be on a private placement basis.

23.12. The Transferee Company shall after the merger of authorized share capital pursuant to Clause 30 shall to the extent necessary increase its authorized share capital to facilitate the issue of shares pursuant to Clause 24 before the Record Date.

23.13. The Redeemable Preference Shares shall be listed on a recognized stock exchange. However, the equity shares of the Transferee Company shall not be listed and/or admitted on any stock exchanges in India. The Scheme therefore envisages an exit mechanism by way of compulsory purchase of such equity shares by the Purchasers as per this Clause 23. The Transferee Company shall apply for listing of its Redeemable Preference Shares in accordance with Applicable Law.

23.14. The exit options provided in the Scheme are fair just, equitable and reasonable. In view of options and exit options provided under this Clause 23, the non-listing of equity shares of the Transferee Company will not adversely affect the rights of the shareholders of the Transferor Company regarding sale and disposal of the shares issued pursuant to this Clause.

23.15. Subject to the provisions of this Scheme, the Redeemable Preference Shares allotted by the Transferee Company pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.

24. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEEE COMPANY

24.1. All assets and liabilities of the Transferor Company shall be recorded in the books of the Transferee Company at their respective fair values.

24.2. Intercompany investments between Transferor Company and Transferee Company, balances and transactions, if any, shall stand cancelled.

24.3. The difference being the excess of the value of the assets over the value of liabilities of the Transferor Company after making the adjustment as mentioned above and also after adjusting for issuance of Redeemable Preference Shares, shall be credited to capital reserve account of the Transferee Company. In case there being a deficit, the same would be recorded as goodwill in the books of Transferee Company.

24.4. The Transferee Company shall credit to its share capital account, the aggregate face value of the Redeemable Preference Shares issued by it pursuant to Clause 23 of this Scheme. The difference between the fair value and face value of Redeemable Preference Shares, if any, issued pursuant to Clause 23 of this Scheme shall be credited to securities premium account.

- 24.5. The Transferee Company shall credit to its share capital account, the aggregate face value of the equity shares issued by it pursuant to Clause 23 of this Scheme.
- 24.6. The difference between the fair value and face value of equity shares issued pursuant to Clause 23 of this Scheme shall be credited to securities premium account.
- 24.7. In case of any differences in accounting policy between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference till the Appointed Date will be quantified and adjusted in the Profit and Loss Account mentioned earlier to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.
- 24.8. The Board of directors of the Transferee Company may account for any of the balances in accordance with the prescribed Accounting Standards and applicable Generally Accepted Accounting Principles.
- 25. CONDUCT OF BUSINESS TILL EFFECTIVE DATE**
- 25.1. With effect from the Appointed Date and upto and including the Effective Date all the income or profits accruing or arising to the Transferor Company in relation to the Remaining Undertaking and all costs, charges, expenses or losses incurred by the Transferor Company in relation to the Remaining Undertaking shall for all purposes be treated the income, profits, costs, charges, expenses and losses as the case may be of the Transferee Company.
26. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Appropriate Authority as are necessary under any law or rules, for such consents, approvals and sanctions, which the Transferee Company may require pursuant to this Scheme.
- 27. SAVING OF CONCLUDED TRANSACTIONS**
- 27.1. The transfer of properties and liabilities under Clause 18 above and the continuance of proceedings by or against the Transferor Company under Clause 20 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or after April 1, 2016 till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of the Transferee Company.
- 28. WINDING UP**
- 28.1. On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound-up.
- 29. Compliance with Section 2(1B) of the Income Tax Act 1961**
- The provisions of this Scheme as they relate to the amalgamation of the Transferor Company into and with the Transferee Company have been drawn up to comply with the conditions relating to “amalgamation” as defined under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the provisions of this Chapter 3 of the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.
- 30. Reduction of Share Capital and Combination of Authorised Share Capital**
- 30.1. Upon this Scheme becoming effective, the existing shareholding of the Transferor Company in the Transferee Company, shall, without any consideration and without any further act or deed, be cancelled as an integral part of this Scheme, in accordance with provisions of Sections 100 to 103 of the 1956 Act and other relevant provisions of the 1956 Act or the 2013 Act, as applicable and the order of the High Court sanctioning the Scheme shall be deemed to be also the order under Section 102 of the 1956 Act and other relevant provisions of the 1956 Act or the 2013 Act, as applicable, for the purpose of confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital, and the provisions of Section 101 of the 1956 Act or the other relevant provisions of the 2013 Act will not be applicable. Notwithstanding the reduction in the equity share capital of the Transferee Company, the Transferee Company shall not be required to add “And Reduced” as suffix to its name.
- 30.2. As an integral part of the Scheme, and, upon the coming into effect of the Scheme, the authorised share capital of the Transferor Company shall (after consolidation of share to the face value of Rs. 10/- each) stand transferred to and be added with the authorised share capital of the Transferee Company without any liability for payment of any additional registration fees and stamp duty pursuant to the provisions of Sections 13, 14, 61 and other applicable provisions of the Companies Act, 2013 and Section 394 of the Act and no resolutions or consent and approvals would be required to be passed by the Transferee Company.

30.3. Consequently, Clause V(a) of the Memorandum of Association of the Transferee Company upon the coming into effect of this Scheme and without any further act or deed, be replaced by the clause set out below:

“V. (a) The Authorised Share Capital of the Company is Rs. 19,00,00,000/- (Rupees Nineteen Crores only) divided into 1,87,00,000 Equity Shares of Rs.10/- each and 3,00,000 Class A and Class B Equity Shares of Rs 10/- each with differential rights as to voting.”

31. Books and Record of the Transferor Company

The Transferee Company acknowledges that all books and records of GL pertaining to the Demerged Business Undertaking shall be transferred to HL on the Effective Date and GL or its successor the Transferee Company shall be entitled to keep a copy of the same, provided that it: (i) shall not use such information for any commercial purpose or in any manner detrimental to the Business Undertaking; (ii) shall only use such information, for defense of Third Party Claims in relation to the Demerged Business Undertaking, if required, and such usage shall not be deemed to be a breach of Clause 31(i). In relation to such books and records not pertaining to the Demerged Business Undertaking or which pertain to GL in general and cannot be specifically segregated or detached for handing over purposes, GL or its successor the Transferee Company shall provide to HL on the Effective Date, a certified extract of such books and records containing information relating to the Demerged Business Undertaking. GL or its successor the Transferee Company shall retain and preserve for the purpose of meeting its obligations under this paragraph copies of such books and records for at least 2 (two) years following the Effective Date. The Transferee Company and HL agree that for a period of two (2) years from the Effective Date, the Transferee Company being GL's successor, shall co-operate with and provide to HL all requisite information as may be available with it and reasonably required by it for the purposes of carrying on the business activities of the Demerged Business Undertaking by HL after the Effective Date including in relation to any customers, vendors or suppliers of GL, defending any claims or liabilities of whatsoever nature as may arise in relation to the activities of the Demerged Business Undertaking prior to the Effective Date; provided however that in the event any information is required pursuant to Applicable Law or Appropriate Authority, the time period of two (2) years shall be extended accordingly.

Chapter 4

GENERAL TERMS AND CONDITIONS

32. APPLICATION TO HIGH COURT

- 32.1. The Demerged Company / the Transferor Company, the Resulting Company and the Transferee Company shall make applications /petitions under Sections 391 to 394 of the Companies Act, 1956 and other applicable provisions of the Act to their respective jurisdictional High Courts for sanction of this Scheme under the provisions of law.
- 32.2. The Resulting Company shall be entitled, pending the effectiveness of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals which the Resulting Company may require to effect the transactions contemplated under the Scheme, in any case subject to the terms of the Framework Agreement.

33. DECLARATION OF DIVIDEND, BONUS, ETC.

- 33.1. During the period between the date of approval of this Scheme by its Board of Directors and upto and including the Effective Date, the Demerged Company shall not declare or pay any dividends.
- 33.2. It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Companies to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Boards of Directors of the Companies and subject, wherever necessary, to the approval of the shareholders of the concerned Company.

34. MODIFICATION OR AMENDMENTS TO THE SCHEME

- 34.1. GL and HL agree that if, at any time, either of the High Courts or any Appropriate Authority directs or requires any modification or amendment of the Scheme, such modification or amendment shall not, to the extent it adversely affects the interests of GL or HL, be binding on GL or HL, as the case may be, except where the prior written consent of the affected party i.e. GL or HL, as the case may be, has been obtained for such modification or amendment, which consent shall not be unreasonably withheld by GL or HL, as the case may be.
- 34.2. In the event a modification or amendment to the Scheme as required by the High Courts or any Appropriate Authority is not approved in accordance with this Clause 35, GL and HL shall, without prejudice to the binding nature of the Framework Agreement and without jeopardising the objectives of the Framework Agreement, enter into good faith discussions on the manner in which they shall proceed in relation to consummation of the transactions contemplated under the Agreement and the Scheme. HL acknowledges and agrees that the Demerger and Amalgamation are integral parts of the Scheme for GL such that the implementation of either the Demerger or the Amalgamation cannot be severed or undertaken independently of the other except with the written consent of GL. Provided however that

if GSL or DS are in material breach of their obligations under the DS Support Undertaking, GL and GSL agree and shall procure that the Scheme shall be modified (and withdrawn and refiled if required by Applicable Law) such that the Demerger of the Demerged Business Undertaking shall be severed from the Amalgamation and the Demerger consummated independently of the Amalgamation of the Remaining Undertaking on the same terms and conditions applicable to the Demerger as set out herein. It is clarified that upon such modification withdrawal and severance of the Demerger as an independent transaction, DS or GSL shall not have any obligation or liability towards the Resulting Company, except as specified in the DS Support Undertaking.

- 34.3. GL and HL acknowledge that in terms of the DS Support Undertaking, any modification or amendment to the Scheme shall be subject to the prior written consent of DS (not to be unreasonably withheld), to the extent that such amendment adversely affects the interest of DS. HL acknowledges that for such amendment or modification to the Scheme, GL will be required to obtain prior written consent of GSL and DS (which shall not be unreasonably withheld).
- 34.4. Notwithstanding anything contained in Clause 34.1 to 34.3, any modification to the Scheme by any of the Companies, after receipt of sanction by the High Courts, shall be made only with the prior approval of the High Courts.

35. **CONDITIONALITY OF THE SCHEME**

35.1. This Scheme is conditional upon and subject to:

- (a) The requisite consent, approval or permission of the Reserve Bank of India for the transfer of the overseas subsidiaries forming part of the Demerged Business Undertaking to the Resulting Company and the transfer of all loans/guarantees provided by GL to its overseas subsidiaries forming part of the Demerged Business Undertaking to the Resulting Company;
- (b) If required, the Competition Commission of India (or any appellate authority in India having appropriate jurisdiction) having either: (a) granted approval to this Scheme in form and substance acceptable to the Demerged Company (only to the extent it does not impose any onerous conditions on the Demerged Company or the Transferee Company or alters the terms and conditions of the ancillary documents (as such term is defined in the Framework Agreement)) and the Resulting Company; or (b) been deemed to have granted approval to the Scheme through the expiration of time periods available for their investigation and any period of limitation for filing an appeal therefrom having elapsed.
- (c) any waiting period (and any extension thereof) applicable to the consummation of the transactions contemplated in the Framework Agreement the Hart-Scott-Rodino Antitrust Improvements Act of 1976 shall have expired or been terminated;
- (d) The Scheme being approved by the written consents or requisite majorities in number and value of such classes of Persons including the respective members and/or creditors of the Companies as may be directed by the relevant High Courts or any other competent authority, as may be applicable.
- (e) The Scheme being sanctioned by the concerned High Court under Sections 391 to 394 of the Act.
- (f) The fulfilment, satisfaction or waiver (as the case may be) of the conditions precedent under the Framework Agreement by HL and GL, in accordance with the terms thereof.
- (g) Certified copy of the Order of the High Courts sanctioning the Scheme being filed with the Registrars of Companies having jurisdiction over the Companies.

35.2. The Scheme shall come into operation from the Appointed Date but the same shall become effective on and from the Effective Date. It is clarified that sequentially the Scheme shall come into effect Chapter-wise i.e. Chapter 2 (the Demerger) shall be given effect to first, followed by Chapter 3 (Amalgamation).

36. **EFFECT OF NON-RECEIPT OF APPROVAL/SANCTION**

36.1. In the event the Scheme does not come into effect by April 1, 2017, or such other date as mutually agreed by the Demerged Company and the Resulting Company ("**Long Stop Date**"), either of the Demerged Company or the Resulting Company may opt to terminate this Scheme and if required may file appropriate proceedings before the concerned High Court in this respect. Provided however, that Demerged Company or the Resulting Company shall have the right to extend the Long Stop Date, once, by three (3) months if the Scheme does not come into effect on or prior to the Long Stop Date as a result of delays in receipt of any approvals required by the Resulting Company or the Demerged Company from the High Court, the Competition Commission of India, SEBI, the Reserve Bank of India or under the Hart-Scott-Rodino Antitrust Improvements Act, 1976 for the transactions contemplated under the Scheme and such approval(s) are reasonably likely to be received within such further three (3) month period; and provided, further, that the right to terminate this Scheme shall not be available to the Demerged Company or the Resulting Company if its failure to fulfill any obligation under this Scheme or the Framework Agreement shall have

been the cause of, or shall have resulted in, the failure of the Effective Date to occur on or prior to the Long Stop Date.

37. EXPENSES CONNECTED WITH THE SCHEME

- 37.1. Except as stated in Clauses 37.2, 37.4 and 37.5 below, each Company shall bear its own costs, charges and expenses in relation to the transactions contemplated herein.
- 37.2. All costs, charges and expenses including registration expenses in respect of the Demerger of the Demerged Business Undertaking from the Demerged Company to the Resulting Company in terms of or pursuant to this Scheme shall be borne by the Resulting Company.
- 37.3. The Resulting Company shall not be liable for capital gains tax, if any, arising out of demerger of the Demerged Business Undertaking by the Demerged Company to the Resulting Company or the amalgamation of the Transferor Company with the Transferee Company pursuant to the Scheme.
- 37.4. Stamp duty on the Scheme shall be borne by the Resulting Company and Transferee Company in the proportion of 75% (Resulting Company): 25% (Transferee Company). Notwithstanding the foregoing, if pursuant to any adjudication order of any competent Appropriate Authority (which order has not been set aside as a result of challenge by either Party in a court of law): (i) stamp duty, if any, payable exclusively on the Sanction Order and relating only to the Demerger, shall be paid by the Resulting Company alone; and (ii) stamp duty, if any, payable exclusively on the Sanction Order and relating only to the Amalgamation, shall be paid by Transferee Company alone. Stamp duty on issuance of shares pursuant to the Demerger shall be borne by Resulting Company and stamp duty on issuance of shares pursuant to the Amalgamation shall be borne by the Transferee Company.
- 37.5. All costs, charges and expenses in respect of the Amalgamation of the Remaining Undertaking from the Transferor Company to the Transferee Company in terms of or pursuant to this Scheme shall be borne by the Transferee Company.

38. POWER TO REMOVE DIFFICULTIES

The Board of Directors of the Companies, either by themselves or through a committee appointed by them in this behalf, may jointly and as mutually agreed in writing:

- 38.1. give such directions (acting jointly) as may be mutually agreed in writing by the Companies as they may consider necessary to settle any question or difficulty arising under this Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those.
- 38.2. do all acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect.

39. WRONG POCKET ASSETS

- 39.1. If any part of the Demerged Business is not transferred to the Resulting Company on the Effective date pursuant to the Demerger, the Transferee Company shall take such actions as may be reasonably required to ensure that such part of the Demerged Business is transferred to the Resulting Company promptly and for no further consideration. The Resulting Company shall bear all costs and expenses as may be incurred by the Transferee Company, subject to the prior written consent of the Resulting Company, for giving effect to this Clause.
- 39.2. If the Demerged Company or the Transferee Company realizes any amounts after the Effective Date that pertain to the Demerged Business, it shall immediately make payment of such amounts to the Resulting Company. It is clarified that all receivables relating to the Demerged Business, for the period prior to the Effective Date, but received after the Effective Date, relate to the Demerged Business Undertaking and shall be paid to the Resulting Company for no additional consideration. If the Resulting Company realizes any amounts after the Effective Date that pertains to the Transferee Company, it shall immediately pay such amounts to the Transferee Company.

SCHEDULE 1
Immovable Property

Name of the Company	Address	Comments
Geometric Limited	Geometric Limited Unit No. 703-A, 7th floor, B Wing, Reliable Tech Park, Airoli, Navi Mumbai 400708 India	Leased
	Geometric Limited Plot No. 6 & 8, Rajiv Gandhi Infotech Park, M.I.D.C., Phase-I, Hinjewadi, Pune 411 057 India	Land leased from MIDC - Building owned by Geometric
	Geometric Limited Neopro Technologies Pvt Ltd (SEZ), Block IT-2, 3rd floor, S. No. 154/6, Rajiv Gandhi InfoTech Park Phase-I, Hinjewadi, Pune 411 057 India	Leased
	Geometric Limited Neopro Technologies Pvt Ltd (SEZ), Block IT-5, 5th & 6th floor, S. No. 154/6, Rajiv Gandhi InfoTech Park Phase-I, Hinjewadi, Pune 411 057 India	Leased
	Geometric Limited Embassy Tech Village Ground Floor, Tower 3 of 2B, Survey No. 12/3 & 12/4 of Devarabeesanhalli Village, Varthur Hobli, Bangalore East Taluka, Bengaluru 560 037 India	Leased
	Geometric Limited SP Info City, Block A, 1st Floor, Module 4, No.40, MGR Salai, Perungudi, Kandanchavadi, Chennai 600 096 India	Leased
	Geometric Limited S.P. Info city Plot No. 40, Module No. 2 1st Floor Block A MGR Road South (Veeranam Road South), Perungudi Village, Chennai - 600 096	Leased
	Office Level 1, H-08 Building, HITEC City-2, Phoenix Infocity Pvt Ltd SEZ, Gachibowli (V) Serilingampally (M), R.R Dist., Village, Hyderabad- 500032	Leased
	Flat no. 703, Sai Raj CHS, Plot No. 22, Sector -6, Airoli, Navi Mumbai	Leased - Guest House
Geometric Ltd.- UK	Geometric (India) Limited Ground Floor Office 210 2430 / 2440 The Quadrant, Aztec West, Almondsbury, Bristol, BS32 4AQ, United Kingdom	Leased
Geometric Ltd.- Germany	Dachauer Strasse 15a 85764 Oberschleißheim, Germany	Leased

Name of the Company	Address	Comments
Geometric China, Inc.	Geometric China, Inc. 23B, The World Square, 855 South Pudong Rd, Pudong New Area, Shanghai, PRC	Leased
Geometric Asia Pacific Pte Ltd. - Japan	Geometric Asia Pacific Pte. Ltd. Hikari Bldg 9F, 1-43-7 Yoyogi, Shibuya-Ku, Tokyo 151-0053 Japan	Leased
Geometric Americas Inc.	Geometric Americas, Inc. 50 Kirts Blvd., Suite A, Troy, MI 48084 USA	Leased
	Geometric Americas, Inc. 2001 52nd Avenue, Suite 2 Moline, IL 61265 USA	Leased
	Geometric Americas, Inc. 412 SW Washington Street, Suite A Peoria, IL 61602 USA	Leased
	Geometric Americas, Inc. 15974 N 77th St, Suite 103 Scottsdale, AZ 85260-1790 USA	Leased
Geometric Americas Inc. - Canada	Geometric Americas, Inc. Regus HQ 2001 University Street, Suite 1700, Montreal, Quebec, H3A 2A6 Canada	Leased
Geometric, SAS	Geometric SAS 17, Avenue Didier Daurat Bâtiment Socrate, First Floor 31702 Blagnac Cedex, Toulouse, France	Leased
Geometric SRL	Geometric SRL Parcul Mic 19-21, bl.2 sc.A Mezzanine Brasov, 500386, Romania	Leased
Geometric Europe GmbH	Geometric Europe GmbH Dachauer Strasse 15a 85764 Oberschleißheim, Germany	Leased
Geometric Europe GmbH	Geometric Europe GmbH Prostep AG 3rd floor Object Taunusstraße 42 Munich 80807	Leased for BMW project
Geometric GmbH	Geometric GmbH Dachauer Strasse 15a 85764 Oberschleißheim, Germany	Leased
Geometric GmbH	Geometric GmbH businessPARK - Osterhofener Str. 12, 93055, Regensburg, Germany	Leased
Geometric Europe GmbH - Netherlands	Geometric Europe GmbH Flight Forum 40 Ground Floor 5657 DB Eindhoven	Leased
Geometric Europe GmbH	Leopoldstrasse Business-Center, Room No. 144, Leopoldstrasse 244, München 80807	Leased

SCHEDULE 2

List of branches and subsidiaries

Geometric Limited

List of subsidiaries and branches

Sl. No.	Countries	Subsidiaries	Branches
1.	France	NIL	Geometric Limited France Branch
2.	Germany	Geometric Europe GmbH	Geometric Limited Germany Branch
3.	UK	NIL	Geometric (India) Ltd. - UK Branch
4.	USA	Geometric Americas Inc.	NIL
5.	Singapore	Geometric Asia Pacific Pte. Ltd.	NIL
6.	Sweden	NIL	Geometric Limited – Sweden Branch (Deemed PE)

Geometric Americas Inc.

List of subsidiaries and branches

Sl. No.	Countries	Subsidiaries	Branches
1.	Canada	NIL	Geometric Americas Inc. Branch in Canada

Geometric Asia Pacific Pte. Ltd.

List of subsidiaries and branches

Sl. No.	Countries	Subsidiaries	Branches
1.	Australia	NIL	Geometric Asia Pacific Pte. Ltd. Branch in Australia
2.	China	Geometric China Inc.	NIL
3.	Korea	NIL	Geometric Asia Pacific Pte. Ltd. Branch in Korea
4.	Japan	NIL	Geometric Asia Pacific Pte. Ltd. Branch in Japan

Geometric Europe GmbH

List of subsidiaries and branches

Sl. No.	Countries	Subsidiaries	Branches
1.	Germany	Geometric GmbH	NIL
2.	France	Geometric SAS	NIL
3.	Romania	Geometric SRL	NIL
4.	Netherlands	NIL	Geometric Europe GmbH Netherlands Branch
5.	Sweden	NIL	Geometric Europe GmbH – Sweden Filial branch

SCHEDULE 3

DETAILS OF EMPLOYEE STOCK OPTIONS

S. No.	Name of scheme	Status as of March 25, 2016					
		Granted	Vested and unexercised	Unvested	Exercised	Cancelled	Lapsed
1.	ESOP Scheme 2009	1,116,950	-	-	6,06,500	5,10,450	-
2.	ESOP Scheme 2009 – Employees	600,000	0	0	362,645	193,555	43,800
3.	ESOP Scheme 2009 – Directors	250000	-	-	250000	-	-
4.	ESOP Scheme 2011	2,004,350	277,692	5,000	1,124,279	597,379	0
5.	ESOP Scheme 2013 – Employees	3,304,600	398,990	1,292,250	572,640	1,040,720	0
6.	ESOP Scheme 2013 – Directors	250,000	125,000	125,000	0	0	0

SCHEDULE 4

All intellectual property rights in relation to the following:

1. 3D PLM; and



SCHEDULE 5

I. List of vendor contracts:

Sl. No.	Agreement	Parties	Agreement Name	Agreement Effective Date
1.	00901A2000DS	Dassault Systemes France and Geometric Limited	Code Test Loan Agreement	28-Jul-2000
2.	00065A2001DS	Dassault Systemes France and Geometric Limited	Preindustrial Code Test Loan Agreement	29-Jan-2001
3.	00746A2002DS and 00658A2004DS, 00167-2009DS	Dassault Systemes France and Geometric Limited	Cooperation Agreement for services related to DS Group Products + Amendment No. 1 and 2	1-Jul-2002
4.	00744A2002DS and 00100A2004DS, 03970-2008DS, 10232-2012DS, 07560-2013DS	Dassault Systemes France and Geometric Limited	Version 5 Development Service Provider Agreement + Amendment No. 1 and 2 + 3 + 4	1-Jul-2002
5.	00132A2004DS	Dassault Systemes France and Geometric Limited	License Agreement for Development & Engineering Services	16-Feb-2004
6.	00751A2005GRUP and 02140-2009GRUP	Dassault Systemes France and Geometric Limited	Software Partner Agreement (related to xPDM Gateway and GEOMCALIPER ON CATIA V5 ADVANCED) + Amendment 1	22-Jul-2005
7.	01900-2009DS	Dassault Systemes France and Geometric Limited	Industry Solution Partner Agreement	30-Jun-2009
8.	Geometric DSGRUP SPPA 2010 Nov 05	Dassault Systemes France and Geometric Limited	Service Provider Partner Agreement + Amendment No.1	9-Nov-2010
9.	05220-2010DS	Dassault Systemes France and Geometric Limited	DS V6 APS Community Partner Agreement	11-Jun-2012
10.	00811-2011DS	Dassault Systemes France and Geometric Limited	Limited Use Software License Agreement # LEGL-4155	19-May-2011

II. List of Customer Contracts:

Sl. No.	Parties	Name of the Agreement	Contract Start Date
1.	Dassault Systemes and Geometric Limited	Frame Agreement for Transfer of Software Programs	26-Mar-2002
2.	Dassault Systemes and Geometric Limited	Option Agreement (for purchase of FR in the event of Geometric's Change of Control)	31-Mar-2002
3.	Dassault Systemes and Geometric Limited	Software Component Provider Agreement	31-Mar-2002
4.	Dassault Systemes and Geometric Limited	Global Bilateral Services Agreement # 01511A2002GRUP and all SOWs and Pos issued pursuant to this agreement	1-Oct-2002
5.	Dassault Systemes and Geometric Limited	Software License Agreement for licensing VPM Nav-related components and the Gateway Core component	1-Aug-2006
6.	DS Enovia Corp. (formerly MatrixOne Inc.) and Geometric Limited	Master Software Development Agreement	10-May-2001
7.	DS Enovia Corp. (formerly MatrixOne Inc.) and Geometric Limited	Integrated Product Agreement	20-Dec-2001
8.	Dassault Systemes and Geometric Limited	Software License Agreement # 01637-2008DS for licensing Components	1-Apr-2008

III. List of other contracts:

Sr. No.	Parties	Agreement Name	Agreement Date
1.	3DPLM, Dassault Systemes And Geometric Limited	Amended And Restated Shareholders Agreement	4-Mar-15
2.	Dassault Systemes And Geometric Limited	Non Disclosure Agreement	23-Jan-02
3.	3DPLM, Dassault Systemes And Geometric Limited	Amended And Restated Escrow Agreement	Nil
4.	3DPLM, Dassault Systemes And Geometric Limited	Umbrella Agreement	16-Sep-08
5.	3DPLM, Dassault Systemes And Geometric Limited	Frame Services Agreement	9-Feb-04
6.	Geometric Limited and 3DPLM	Management And Shared Services Agreement	9-Feb-12
7.	Geometric Limited and 3DPLM	Management And Shared Services Agreement Amdnt No 1	1-Apr-12
8.	Geometric Limited and 3DPLM	Management And Shared Services Agreement Amndt No 2	1-Apr-13
9.	Geometric Limited and 3DPLM	Management And Shared Services Agreement Amndt No 3	1-Apr-14
10.	Geometric Limited and 3DPLM and 3DGS	Management And Shared Services Agreement Amndt No 4	1-Apr-15
11.	Geometric Limited and 3DPLM	Trade logo License Agreement	23-Jan-02
12.	Geometric Limited and 3DPLM	Agreement (License Agreement learning tools)	18-Jan-13
13.	Geometric Limited and 3DPLM	Subcontract Services Agreement	17-May-04
14.	3DPLM, Dassault Systemes And Geometric Limited	Umbrella Agreement for 3DGS arrangement	4-Mar-15
15.	Geometric Limited and 3DPLM	Leave and License (LEGL-10247) CUG Area	24-Sep-15
16.	Dassault Systemes And Geometric Limited	Global Bilateral Services Agreement # 01511A2002GRUP	1-Oct-02
17.	Dassault Systemes And Geometric Limited	All CUG SOWs (Pune 3DPLM premises)	
18.	Dassault Systemes Americas Corp. And Geometric Limited	All CUG SOWs (Pune 3DPLM premises)	
19.	DS Group and Geometric Group (onsite)	SOWs for onsite work	
	3DPLM Global Services Pvt. Ltd. related agreements		
20.	3DPLM Global Services Pvt. Ltd. and Geometric Americas Inc.	Master Services Agreement # LEGL – 9458 for subcontracting work to 3DGS	4-Mar-15
21.	Geometric SAS	Affiliate Participation Agreement adopting the MSA # LEGL - 9458	16-Apr-15
22.	Geometric Ltd.	Affiliate Participation Agreement adopting the MSA # LEGL - 9458	16-Apr-15
23.	Geometric Asia Pacific Pte. Ltd.	Affiliate Participation Agreement adopting the MSA # LEGL - 9458	16-Apr-15
24.	Geometric Europe GmbH	Affiliate Participation Agreement adopting the MSA # LEGL - 9458	16-Apr-15
25.	3DPLM Global Services Pvt. Ltd. and Geometric Group	All SOWs for PSA and Honda projects	



STRICTLY CONFIDENTIAL

April 1, 2016

The Board of Directors,
Geometric Limited
 Plant 11, 3rd Floor, Pirojshanagar,
 Vikhroli (West), Mumbai - 400079
 India

and

The Board of Directors,
3DPLM Software Solutions Limited
 Plant 11, 3rd Floor, Pirojshanagar,
 Vikhroli (West), Mumbai - 400079
 India

Ladies / Gentlemen:

We refer to the engagement letter dated March 11, 2016 (“**Engagement Letter**”) in respect of the proposed scheme of arrangement and amalgamation amongst Geometric Limited (“**Geometric**” / “**Transferor Company**”/ “**Demerged Company**”) and HCL Technologies Limited (“**HCL**” or the “**Resulting Company**”) and 3DPLM Software Solutions Limited (“**3DPLM**” / “**Transferee Company**”), and their respective shareholders and creditors under the provisions of the Sections 391 to 394 of the Companies Act, 1956, and relevant provisions of the Companies Act, 2013 (the “**Proposed Scheme**”).

In connection with the Proposed Scheme, Geometric has requested us to provide a fairness opinion on the Share Entitlement Ratio – Demerger (hereinafter defined) recommended by SSPA & Co, Chartered Accountants, appointed by the management of the Geometric, and Geometric and 3DPLM has requested us to provide a fairness opinion on the Share Entitlement Ratio – Amalgamation (hereinafter defined) recommended by Walker Chandiook & Co LLP, Chartered Accountants, appointed by the management of Geometric and 3DPLM.

JM Financial Institutional Securities Limited

(Formerly known as JM Financial Institutional Securities Private Limited)

Corporate Identity Number : U65192MH1995PLC092522

Regd. Office: 7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025.

T: +91 22 6630 3030 F: +91 22 6630 3344 www.jmfi.com

Companies that are party to the Proposed Scheme

- (a) Geometric, a public limited company, has its registered office situated at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079, Maharashtra. Geometric is engaged primarily in the business of IT enabled engineering services, PLM services and engineering design productivity software tools and holds, among other subsidiaries, 58% of the share capital of 3DPLM. The equity shares of Geometric are listed on the BSE Limited and National Stock Exchange of India Limited (“**Stock Exchanges**”).
- (b) 3DPLM, an unlisted subsidiary of Geometric in India, has its registered office situated at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079, Maharashtra. Geometric holds 58% of the share capital of 3DPLM and the balance is held by Dassault Systemes (“**DS**”) and its affiliates. 3DPLM is engaged in the business of providing the following services only to DS and its affiliates: (i) developing software and other products and providing software solutions and software services; (ii) providing professional, consulting and share services (i.e. processing centre services). 3DPLM has a wholly owned subsidiary, 3D PLM Global Services Private Limited.
- (c) HCL, a public limited company, has its registered office situated at 806, Siddharth, 96, Nehru Place, New Delhi. The Resulting Company is engaged in the business of providing IT services, IT Infrastructure services, applications services and business process related services. The equity shares of HCL are listed on the Stock Exchanges.

Background of Proposed Scheme

We understand that the Proposed Scheme, inter alia, provides for transfer of the business comprising of IT enabled engineering services, PLM services and engineering design productivity software tools of Geometric including all its overseas subsidiaries but excluding the shares held by Geometric in 3DPLM (“**Business Undertaking**”) into HCL by way of demerger (“**Demerger**”) and immediately thereafter, the Transferor Company owning 58% of the share capital in 3DPLM shall be amalgamated with 3DPLM (“**Amalgamation**”) such that the Transferor Company will stand dissolved due to operation of Proposed Scheme without winding up.

Pursuant to the Demerger, shareholders of Geometric will be issued fully paid up equity shares of HCL which will be listed on the Stock Exchanges.

Pursuant to the Amalgamation, shareholders of Geometric will be issued redeemable preference shares by the Transferee Company which will be listed on BSE Limited or fully paid-up equity shares of the Transferee Company which will be unlisted, as the case maybe. Simultaneously, the existing shareholding of the Transferor Company in the Transferee Company shall be cancelled.

We understand that the appointed date for the Proposed Scheme is March 31, 2016 and the Demerger and Amalgamation shall take effect from the date on which the orders of the High Court of Judicature at Mumbai, in relation to the Geometric and 3DPLM and High Court of New Delhi, in relation to HCL sanctioning the Proposed Scheme is filed with the Registrar of Companies, Mumbai and Registrar of Companies, New Delhi respectively.

Scope and purpose

Geometric appointed SSPA & Co, Chartered Accountants (“SSPA”) to recommend a fair and equitable share entitlement ratio for the Demerger pursuant to which SSPA has issued a share entitlement report dated April 1, 2016 (“**Share Entitlement Report - Demerger**”). The Share Entitlement Report- Demerger recommended that equity shareholders of Geometric will be entitled to receive 10 equity shares of HCL of Rs. 2/- each fully paid for every 43 equity shares of Geometric of Rs. 2/- each fully paid (the “**Share Entitlement Ratio - Demerger**”).

Geometric and 3DPLM appointed Walker Chandiok & Co LLP (“WCC”) to recommend a fair and equitable share entitlement ratio for the Amalgamation pursuant to which WCC has issued a share entitlement report dated April 1, 2016 (“**Share Entitlement Report - Amalgamation**”). The Share Entitlement Report- Amalgamation recommended that each resident shareholder of the Transferor Company (“**Resident Shareholders**”) and subject to approval by the Reserve Bank of India, each non-resident shareholders (“**Non-resident Shareholders**”) of the Transferor Company be entitled to receive 1 fully paid up redeemable preference share of Rs. 68 each in the Transferee Company (“**Redeemable Preference Share**”) for every 1 fully paid up equity share each of the Transferor Company. If the approval of the Reserve Bank of India as contemplated above is not received, such Non-resident Shareholders of the Transferor Company will be entitled to receive 24 fully paid unlisted equity shares of Rs. 10 each of the Transferee Company for every 1,793 fully paid up equity shares of Rs. 2 each of the Transferor Company held by such shareholder as on the record date (“**Share Entitlement Ratio - Amalgamation**”).

In this connection, the management of Geometric and 3DPLM engaged JM Financial Institutional Securities Limited (“**JM Financial**”) to submit a report on the fairness (“**Report**”) of the:

1. Share Entitlement Ratio - Demerger recommended by SSPA for allotment of equity shares of HCL to the equity shareholders of Geometric with respect to the Demerger; and
2. Share Entitlement Ratio – Amalgamation recommended by WCC for allotment of Redeemable Preference Shares of 3DPLM to Resident Shareholders and subject to approval by the Reserve Bank of India, to Non- resident Shareholders and if such approval is not received, allotment of equity shares of 3DPLM to Non-Resident Shareholders of Geometric with respect to the Amalgamation.

Scope of work of this Report includes commenting only on the fairness of the Share Entitlement Ratio - Demerger and Share Entitlement Ratio - Amalgamation recommended by SSPA and WCC respectively and not on the fairness or economic rationale of the Demerger and the Amalgamation per se or the valuation methods used by SSPA and WCC.

This Report is addressed to the Board of Directors of Geometric and 3DPLM. This Report is subject to the scope, assumptions, exclusions, scope limitations and disclaimers detailed hereinafter. As such the Report is to be read in totality, not in parts and in conjunction with the relevant documents referred to herein. The same has been issued as per the requirements of SEBI circular no. CIR/CFD/CMD/16/2015 dated November 30, 2015. This Report has been issued only for the purpose of opining on the fairness of the Share Entitlement Ratio – Demerger and Share Entitlement Ratio – Amalgamation under the Proposed Scheme and should not be used for any other purpose.

Sources of Information

For the said examination and for arriving at the opinion set forth below, we have:

- i) Reviewed the draft Proposed Scheme;
- ii) perused the Share Entitlement Report – Demerger based upon which SSPA, the independent accounting firm appointed by Geometric for the Proposed Scheme, have arrived at the fair share entitlement ratio for the Demerger;
- iii) perused the Share Entitlement Report – Amalgamation based upon which WCC, the independent accounting firm appointed by Geometric and 3DPLM for the Proposed Scheme, have arrived at the fair share entitlement ratio for the Amalgamation;

- iv) reviewed financial information and relevant management representations received from Geometric and 3DPLM.

Scope Limitations

We have assumed and relied upon, without independent verification, the accuracy and completeness of all information that was publicly available or provided or otherwise made available to us by Geometric and 3DPLM for the purposes of this opinion. We express no opinion and accordingly accept no responsibility with respect to or for such information, or the assumptions on which it is based. We have not reviewed any books and records of Geometric or 3DPLM, other than those provided or made available to us. We have not assumed any obligation to conduct, nor have we conducted any physical inspection or title verification of the properties or facilities of Geometric and/ or 3DPLM and neither express any opinion with respect thereto nor accept any responsibility therefore. We have not made any independent valuation or appraisal of the assets or liabilities of Geometric or 3DPLM, nor have we been furnished with any such appraisals. We have not reviewed any internal management information statements or any non-public reports, and instead, with your consent, have relied upon information that was publicly available or provided or otherwise made available to us by Geometric and/ or 3DPLM for the purposes of this opinion. We are not experts in the evaluation of litigation or other actual or threatened claims. In addition, we have assumed that the Proposed Scheme will be approved by regulatory authorities and that the Proposed Scheme will be consummated substantially in accordance with the terms set forth in the Proposed Scheme. We have assumed that there are no other contingent liabilities or circumstances that could materially affect the business or financial prospects of Geometric or 3DPLM, other than those disclosed in the information provided.

We understand that the management of Geometric or 3DPLM would have drawn our attention to all such information and matters which may have an impact on our analysis and opinion. We have assumed that in the course of obtaining necessary regulatory or other consents or approvals for the Proposed Scheme, no restrictions will be imposed that will have a material adverse effect on the benefits of the Proposed Scheme that may have been contemplated. Our opinion is necessarily based on financial, economic, market and other conditions as they currently exist and on the information made available to us as of the date hereof. It should be understood that although subsequent developments may affect this opinion, we do not have an obligation to update, revise or reaffirm this opinion. In arriving at our opinion, we were not authorized to solicit, and did not solicit, interest from any party with respect to the acquisition, business combination or other extraordinary transaction involving Geometric or 3DPLM or any of its assets, nor did we negotiate with any other party in this regard.

In the ordinary course of business, the JM Financial group is engaged in securities trading, securities brokerage and investment activities, as well as providing investment banking and investment advisory services. In the ordinary course of its trading, brokerage and financing activities, any member of the JM Financial group may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities or senior loans of any company that may be involved in the Proposed Scheme.

We express no opinion whatever and make no recommendation at all as to Geometric or 3DPLM's underlying decision to effect the Proposed Scheme or as to how the holders of equity shares or secured or unsecured creditors of Geometric or 3DPLM should vote at their respective meetings held in connection with the Proposed Scheme. We do not express and should not be deemed to have expressed any views on any other terms of the Proposed Scheme. We also express no opinion and accordingly accept no responsibility for or as to the prices at which the equity shares of Geometric or HCL will trade following the announcement of the Proposed Scheme or as to the financial performance of Geometric or 3DPLM or HCL following the consummation of the Proposed Scheme.

Conclusion

In light of the above and based on our examination of the Proposed Scheme, Share Entitlement Report- Demerger and Share Entitlement Report- Amalgamation, such other information / undertakings / representations provided to us by Geometric and 3DPLM, our independent analysis and evaluation of such information and subject to the scope limitations as mentioned hereinabove and to the best of our knowledge and belief, we are of the opinion that the Share Entitlement Ratio – Demerger and Share Entitlement Ratio – Amalgamation is fair in relation to the Proposed Scheme.

Distribution of Report

This Report is for the purpose of submission to Stock Exchanges and disclosure on the Geometric and Stock Exchange websites as required under the SEBI circular no. CIR/CFD/CMD/16/2015 dated November 30, 2015 (the “**Purpose**”) and shall not be disclosed or referred to publicly or to any third party other than for the Purpose as mentioned above. The Report should be read in totality and not in parts. Further this Report should not be used or quoted for any purpose other than the Purpose mentioned in the Report.

In no circumstances however, will JM Financial or its directors, officers, employees and controlling persons of JM Financial accept any responsibility or liability including any pecuniary or financial liability to any third party.

It is understood that this Report is solely for the Purpose, and should not be relied on by anybody to whom this Report is not addressed. If this Report is used by any person other than to whom this Report is addressed or other than for the Purpose, then we will not be liable for any consequences thereof. Neither this Report nor its contents may be referred to or quoted to/by any third party, in any registration statement, prospectus, offering memorandum, annual report, loan agreement or any other agreement or documents given to third parties. This Report should not be shared with any other third party without our prior written consent.

Yours truly,

For **JM Financial Institutional Securities Limited**



Name: **ANUP PODDAR**
Designation: **VICE PRESIDENT**

DCS/AMAL/AC/24(f)/414/2016-17
June 08, 2016

The Company Secretary,
GEOMETRIC LTD.
Plant 11, Pirojshanagar, Vikhroli (West),
Mumbai, Maharashtra, 400709.

Sir/Madam,



Sub: Observation letter regarding the Draft Scheme of Arrangement and Amalgamation among Geometric Limited, 3D PLM Software Solutions Limited and HCL Technologies Ltd.

We are in receipt of Draft Scheme of Arrangement and Amalgamation among Geometric Limited, 3D PLM Software Solutions Limited and HCL Technologies Ltd.

As required under SEBI Circular No. CIR/CFD/DIL/16/2015 dated November 30, 2015; SEBI vide its letter dated June 7, 2016 has inter alia given the following comment(s) on the draft scheme of arrangement:

- *“Company to ensure that additional information, if any, submitted by the Company, after filling the scheme with the stock exchange, is displayed from the date of receipt of this letter on the website of the listed company”*
- *“Company shall duly comply with various provisions of the Circulars.”*

Accordingly, based on aforesaid comment offered by SEBI, the company is hereby advised:

- To provide additional information, if any, (as stated above) along with various documents to the Exchange for further dissemination on Exchange website.
- To ensure that additional information, if any, (as stated aforesaid) along with various documents are disseminated on their (company) website.
- To duly comply with various provisions of the circulars.

In light of the above, we hereby advise that we have no adverse observations with limited reference to those matters having a bearing on listing/de-listing/continuous listing requirements within the provisions of Listing Agreement, so as to enable the company to file the scheme with Hon'ble High Court.

Further, pursuant to the above SEBI circulars, upon sanction of the Scheme by the Hon'ble High Court, the listed company shall submit to the stock exchange the following:

- a. Copy of the High Court approved Scheme;
- b. Result of voting by shareholders for approving the Scheme;
- c. Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme;
- d. Copy of the observation letter issued by all the Stock Exchanges where Company is listed.
- e. Status of compliance with the Observation Letter/s of the stock exchanges;
- f. The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
- g. Complaints Report as per Annexure II of this Circular.
- h. Any other document/disclosure as informed by the Exchange.

.....2

: 2 :

The Exchange reserves its right to withdraw its 'No adverse observation' at any stage if the information submitted to the Exchange is found to be incomplete / incorrect / misleading / false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/Regulations issued by statutory authorities.

Please note that the aforesaid observations does not preclude the Company from complying with any other requirements.

Yours faithfully,



Nitin Pujari
Manager



Ref: NSE/LIST/75635

June 07, 2016

The Company Secretary
Geometric Limited
Plant 11, 3rd Floor,
Pirojshanagar, Vikhroli (west),
Mumbai – 400709.

Kind Attn.: Ms. Sunipa Ghosh

Dear Madam,

Sub: Observation letter for draft Scheme of Arrangement and Amalgamation under section 391 read with section 394 of the Companies Act, 1956 amongst Geometric Limited (GL or Demerged Company or Transferor Company) and HCL Technologies Limited (HL or Resulting Company) and 3DPLM Software Solutions Limited (GSL or Transferee Company) and their respective shareholders and creditors.

This has reference to draft Scheme of Arrangement and Amalgamation under section 391 read with section 394 of the Companies Act, 1956 amongst Geometric Limited (GL or Demerged Company or Transferor Company) and HCL Technologies Limited (HL or Resulting Company) and 3DPLM Software Solutions Limited (GSL or Transferee Company) and their respective shareholders and creditors vide your letter dated April 20, 2016.

Based on our letter reference no. NSE/LIST/74251 submitted to SEBI and pursuant to SEBI Circular no. CIR/CFD/CMD/16/2015 dated November 30, 2015, SEBI has vide letter dated June 07, 2016, has given following comments on the draft Scheme of Arrangement:

“a. The Company shall ensure that additional information, if any, submitted after filing the scheme with the Stock Exchanges, is displayed from the date of receipt of this letter on the website of the listed company.

b. The Company shall duly comply with various provisions of the Circulars.”

Based on the draft scheme and other documents submitted by the Company, including undertaking given in terms of regulation 11 of SEBI (LODR) Regulation, 2015, we hereby convey our “No-objection” in terms of regulation 94 of SEBI (LODR) Regulation, 2015, so as to enable the Company to file the draft scheme with the Hon’ble High Court.

However, the Exchange reserves its rights to raise objections at any stage if the information submitted to the Exchange is found to be incomplete/ incorrect/ misleading/ false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines / Regulations issued by statutory authorities.

The validity of this “Observation Letter” shall be six months from June 07, 2016, within which the Scheme shall be submitted to the Hon’ble High Court. Further pursuant to the above cited SEBI circulars upon sanction of the Scheme by the Hon’ble High Court, you shall submit to NSE the following:



Continuation Sheet

- a. Copy of Scheme as approved by the High Court;
- b. Result of voting by shareholders for approving the Scheme;
- c. Statement explaining changes, if any and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme.
- d. Status of compliance with the Observation Letter/s of the stock exchanges
- e. The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
- f. Complaints Report as per SEBI Circular no. CIR/CFD/CMD/16/2015 dated November 30, 2015.

Yours faithfully,
For **National Stock Exchange of India Limited**

Kamlesh Patel
Manager

P.S. Checklist for all the Further Issues is available on website of the exchange at the following URL
http://www.nseindia.com/corporates/content/further_issues.htm

Complaints Report

(Commencing from the date of uploading the documents under Regulation 37 of the Securities and Exchange Board of India (Listing Obligation Obligations and Disclosure Requirements) Regulations, 2015 on the website of the National Stock Exchange of India Limited ("NSE") i.e. 3rd May 2016 (the later of the date of upload of documents on the website of the BSE Limited and NSE) till the date of expiry of 21 days from the same)

Part A

Sr. No.	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by Stock exchanges	Nil
3.	Total Number of complaints/comments received (1+2)	Nil
4.	Number of complaints resolved	N.A.
5.	Number of complaints pending	N.A.

Part B

Sr. No.	Name of complainant	Date of Complaint	Status (Resolved/pending)
N.A.			

Shareholding Pattern under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015			
1	Name of Listed Entity:	Geometric Limited	
2	Scrip Code/Name of Scrip/Class of Security:	532312/GEOMETRIC/EQUITY	
3	Share Holding Pattern Filed under:	Reg. 31(1)(a)/Reg. 31(1)(b)/Reg.31(1)(c)	
	a. If under 31(1)(b) then indicate the report for Quarter ending:	March 31, 2016	
	b. If under 31(1)(c) then indicate date of allotment/extinguishment		
4	Declaration: :-		
Sr.No.	Particulars	Yes	No
1	Whether the Listed Entity has issued any partly paid up	-	No
2	Whether the Listed Entity has issued any Convertible	-	No
3	Whether the Listed Entity has any shares against which	-	No
4	Whether the Listed Entity has any shares in locked-in?	-	No
5	Whether any shares held by promoters are pledge or	-	No

Table I - Summary Statement holding of specified securities

Category	Category of Shareholder	Nos. of Shareholders	Nos. of fully paid up equity shares held	Nos. of partly paid up equity shares held	Nos. of shares underlying Depository Receipts	Total Nos. Shares held	Shareholding as a % of total no of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities				Nos. of shares underlying Outstanding Convertible securities (including warrants)	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of shares pledged or otherwise encumbered		Number of Equity shares held in dematerialized form
								No of Voting Rights			Total as a % of Total Voting rights			No	As a % of total Shares held	No	As a % of total Shares held	
								Class eg: X	Class eg:Y	Total								
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)=(iv)+(v)+(vi)	(viii) as a % of (A+B+C2)	(ix)				(x)	(xi)=(vii)+(x) as a % of (A+B+C2)	(xii)		(xiii)		(xiv)
(A)	Promoter & Promoter Group	7	2,45,18,933	-	-	2,45,18,933	37.70	2,45,18,933	-	2,45,18,933	37.70	-	-	-	-	-	-	2,45,18,933
(B)	Public	26181	4,05,11,481	-	-	4,05,11,481	62.30	4,05,11,481	-	4,05,11,481	62.30	-	-	-	-	-	-	4,01,16,911
(C)	Non Promoter-Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	NA	NA	-
(C1)	Shares underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	NA	NA	-
(C2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	NA	NA	-
	Total	26,188	6,50,30,414	-	-	6,50,30,414	100.00	6,50,30,414	-	6,50,30,414	100	-	-	-	-	-	-	6,46,35,844

Table II - Statement showing shareholding pattern of the Promoter and Promoter Group

	Category & Name of the Shareholders	PAN	No. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding Convertible securities (Including	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form
									No of Voting Rights			Total as a % of Total Voting rights			No.	As a % of total Shares held	No.	As a % of total Shares held	
									Class X	ClassY	Total								
(i)	(ii)	(ii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)				(x)	(xi)= (vii)+(x) As a % of (A+B+C2)	(xii)		(xiii)		(xiv)	
1	Indian																		
(a)	Individuals/Hindu undivided Family		3	43,64,925	-	-	43,64,925	6.71	43,64,925	-	43,64,925	6.7121	-	6.7121	-	-	-	-	43,64,925
	Manu M Parpia	AACP8377R	1	40,91,425	-	-	40,91,425	6.29	4091425	-	4091425	6.2916	-	6.2916	-	-	-	-	40,91,425
	Lynn M Parpia	AAJPP1164B	1	2,39,250	-	-	2,39,250	0.37	239250	-	239250	0.3679	-	0.3679	-	-	-	-	2,39,250
	Alia Hermione Manu Parpia	AICPP5443J	1	34,250	-	-	34,250	0.05	34250	-	34250	0.0527	-	0.0527	-	-	-	-	34,250
(b)	Central Government/ State Government(s)		-	-	-	-	-	-	0	-	0	0.0000	-	0.0000	-	-	-	-	-
(c)	Financial Institutions/ Banks		-	-	-	-	-	-	0	-	0	0.0000	-	0.0000	-	-	-	-	-
(d)	Any Other(specify)		4	2,01,54,008	-	-	2,01,54,008	30.99	20154008	-	20154008	30.9917	-	30.9917	-	-	-	-	2,01,54,008
	Bodies Corporate		4	2,01,54,008	-	-	2,01,54,008	30.99	20154008	-	20154008	30.9917	-	30.9917	-	-	-	-	2,01,54,008
	Godrej And Boyce Mfg Co Ltd	AAACG1395D	3	1,21,75,000	-	-	1,21,75,000	18.72	12175000	-	12175000	18.7220	-	18.7220	-	-	-	-	1,21,75,000
	Godrej Investments Pvt Ltd	AAACG1391H	1	79,79,008	-	-	79,79,008	12.27	7979008	-	7979008	12.2697	-	12.2697	-	-	-	-	79,79,008
	Sub-Total (A)(1)		7	2,45,18,933	-	-	2,45,18,933	37.70	24518933	-	24518933	37.7038	-	37.7038	-	-	-	-	2,45,18,933
2	Foreign																		
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b)	Government		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Institutions		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Foreign Portfolio Investor		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Any Other (specify)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Sub-Total (A)(2)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)		7	2,45,18,933	-	-	2,45,18,933	38	2,45,18,933	-	2,45,18,933.00	37.70	-	37.70	-	-	-	-	2,45,18,933

Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Table-II A - Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

No. of shareholders	No. of Shares held
NA	-

Table III - Statement showing shareholding pattern of the Public shareholder

	Category & Name of the Shareholders	PAN	Nos. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts (vi)	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (viii)	Number of Voting Rights held in each class of securities			No. of Shares Underlying Outstanding Convertible securities (Including Warrants)	Total shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form	
									No of Voting Rights					Total as a % of Total Voting rights	No.	As a % of total Shares held	No		As a % of total shares held (Not applicable) (b)
									Class X	Class Y	Total								
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)= iv+v+vi	(viii)	(ix)			(x)	(xi)	(xii)		(xiii)	(xiv)			
1	Institutions																		
(a)	Mutual Funds/		1	587	-	-	587	0.001	587	-	587	0.001	-	-	-	-	-	-	587
(b)	Venture Capital Funds		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Alternate Investment Funds		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Foreign Venture Capital Investors		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Foreign Portfolio Investors		33	5283141	-	-	52,83,141	8.12	52,83,141	-	52,83,141	8.1241	-	-	-	-	-	-	52,83,141
	Mercer Qif Fund Plc - Mercer Investment Fund 1 - Firth Investment Management Pte Ltd	AAJCM5945N		6,81,543	-	-	6,81,543	1.05	6,81,543	-	6,81,543	1.0480	-	-	-	-	-	-	6,81,543
(f)	Financial Institutions/ Banks		3	72,994	-	-	72,994	0.11	72,994	-	72,994	0.1122	-	-	-	-	-	-	72,994
(g)	Insurance Companies		1	69,026	-	-	69,026	0.11	69,026	-	69,026	0.1061	-	-	-	-	-	-	69,026
(h)	Provident Funds/ Pension Funds		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(i)	Any Other (specify)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Sub-Total (B)(1)		38	54,25,748	-	-	54,25,748	9.39	54,25,748	-	54,25,748	8.3434	-	-	-	-	-	-	54,25,748
2	Central Government/ State Government(s)/ President of India																		
	Sub-Total (B)(2)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3	Non-institutions																		
(a)	Individual		24,161	2,88,61,334	-	-	2,88,61,334	44.38	2,88,61,334	-	2,88,61,334	44.38	-	-	-	-	-	-	2,84,73,014
	i. Individuals-Individual shareholders holding nominal share capital up to Rs .2 Lakhs		24,149	1,48,26,633	-	-	1,48,26,633	22.80	1,48,26,633	-	1,48,26,633	22.80	-	-	-	-	-	-	1,44,38,313
	ii. Individual shareholders holding nominal share capital in excess of Rs .2 Lakhs		12	1,40,34,701	-	-	1,40,34,701	21.58	1,40,34,701	-	1,40,34,701	21.58	-	-	-	-	-	-	1,40,34,701
	Jhunjunwala Rakesh Radheshyam	ACPPJ9449M		82,61,250	-	-	82,61,250	12.70	82,61,250	-	82,61,250	12.70	-	-	-	-	-	-	82,61,250
	Jhunjunwala Rekha Rakesh	AAEPJ2191B		9,90,000	-	-	9,90,000	1.52	9,90,000	-	9,90,000	1.52	-	-	-	-	-	-	9,90,000
	Rakesh Radheshyam Jhunjunwala	AAEFR8176J		30,00,000	-	-	30,00,000	4.61	30,00,000	-	30,00,000	4.61	-	-	-	-	-	-	30,00,000
(b)	NBFCs registered with RBI		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Employee Trusts		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Overseas Depositories (holding DRs)(Balancing figure)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Any Other (specify)		1,982	62,24,399	-	-	62,24,399	9.57	62,24,399	-	62,24,399	9.57	-	-	-	-	-	-	62,18,149
	Trusts		1	3,000	-	-	3,000	0.00	3,000	-	3,000	0.00	-	-	-	-	-	-	3,000
	Hindu Undivided Family		670	13,72,886	-	-	13,72,886	2.11	13,72,886	-	13,72,886	2.11	-	-	-	-	-	-	13,72,886
	Non Resident Indians (Non Repat)		154	3,38,755	-	-	3,38,755	0.52	3,38,755	-	3,38,755	0.52	-	-	-	-	-	-	3,38,755

Category & Name of the Shareholders	PAN	Nos. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts (vi)	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Convertible securities (Including Warrants)	Total shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form
								No of Voting Rights			Total as a % of Total Voting rights			No.	As a % of total Shares held	No	As a % of total shares held (Not applicable) (b)	
								Class X	Class Y	Total								
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)= iv+v+vi	(viii) % (A+B+C2)	(ix)				(x)	(xi)	(xii)		(xiii)	(xiv)	
Non Resident Indians (Repat)		314	5,82,128	-	-	5,82,128	0.90	5,82,128	-	5,82,128	0.90	-	-	-	-	-	-	5,82,128
Clearing Member		330	7,55,903	-	-	7,55,903	1.16	7,55,903	-	7,55,903	1.16	-	-	-	-	-	-	7,55,903
Bodies Corporate		508	28,46,727	-	-	28,46,727	4.38	28,46,727	-	28,46,727	4.38	-	-	-	-	-	-	28,40,477
Directors		5	3,25,000	-	-	3,25,000	0.50	3,25,000	-	3,25,000	0.50	-	-	-	-	-	-	3,25,000
Sub Total (B)(3)		26,143	3,50,85,733	-	-	3,50,85,733	53.95	3,50,85,733	-	3,50,85,733	53.95	-	-	-	-	-	-	3,46,91,163
Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)		26,181	4,05,11,481	-	-	4,05,11,481	62.30	4,05,11,481	-	4,05,11,481	62.30	-	-	-	-	-	-	4,01,16,911

Details of the shareholders acting as persons in Concert including their Shareholding (No. and %):

Details of Shares which remain unclaimed may be given here along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note

(1) PAN would not be displayed on website of Stock Exchange(s).

(2) The above format needs to disclose name of all holders holding more than 1% of total number of shares

(3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian.

Table III A - Details of the shareholders acting as Persons in Concert including their Shareholding:

Name of shareholder	Name of PAC	No. of shareholders	Holding %

Table III B - Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting.

No. of shareholders	No. of Shares
NA	-

Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder

Category & Name of the Shareholders	PAN	No. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts	Total no. shares held	Shareholding % calculated as per SCRR, 1957 As a % of	Number of Voting Rights held in each class of securities			No. of Shares Underlying Outstanding Convertible securities (Including Warrants)	Total shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialized form	
								No of Voting Rights					Total as a % of Total Voting rights	No. (a)	As a % of total Shares held	No (a)		As a % of total shares held
								Class X	Class Y	Total								
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)=iv+v+vi	(viii) % (A+B+C2)	(ix)			(x)	(xi)	(xii)		(xiii)	(xiv)		
(1) Custodian/DR Holder		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
(2) Employee Benefit Trust (under SEBI (Share based Employee Benefit) Regulations, 2014)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Non-Promoter- Non Public Shareholding (C)= (C)(1)+(C)(2)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

Note

(1) PAN would not be displayed on website of Stock Exchange(s).

(2) The above format needs to disclose name of all holders holding more than 1% of total number of shares

(3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available,

Format of holding of specified securities

Pre - Scheme of Arrangement

1. Name of Listed Entity : **HCL Technologies Limited**
2. Scrip Code/ Name of Scrip/ Class of Security : **BSE: 532281, NSE: HCLTECH/ Equity Shares**
3. Share Holding Pattern Filed under : **Regulation 31(1)(b) for the quarter ended March 31, 2016**
- 4: **Declaration** : The Listed entity is required to submit the following declaration to the extent of submission of information:-

	Particulars	Yes *	No*
1	Whether the Listed Entity has issued any partly paid up shares?	-	√
2	Whether the Listed Entity has issued any Convertible Securities or Warrants?	-	√
3	Whether the Listed Entity has any shares against which depository receipts are issued?	-	√
4	Whether the Listed Entity has any shares in locked-in?	-	√
5	Whether any shares held by promoters are pledge or otherwise encumbered?	-	√

** If the Listed Entity selects the option 'No' for the questions above, the columns for the partly paid up shares, Outstanding Convertible Securities/Warrants, depository receipts, locked-in shares, No of shares pledged or otherwise encumbered by promoters, as applicable, shall not be displayed at the time of dissemination on the Stock Exchange website. Also wherever there is 'No' declared by Listed Entity in above table the values will be considered as 'Zero' by default on submission of the format of holding of specified securities.*

5. The tabular format for disclosure of holding of specified securities is as follows:-

Table I - Summary Statement holding of specified securities

Category (I)	Category of shareholder (II)	Nos. of shareholders (III)	No. of fully paid up equity shares held (IV)	No. of Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = (IV)+(V)+ (VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)			No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialized form (XIV)	
								No of Voting Rights					Total as a % of (A+B+C)	No. (a)	As a % of total Shares held (b)	No. (a)		As a % of total Shares held (b)
								Class eg: X	Class eg: Y	Total								
(A)	Promoter & Promoter Group	6	85,15,69,308	-	-	85,15,69,308	60.38%	85,15,69,308	-	85,15,69,308	60.38%	-	-	-	-	-	85,15,69,308	
(B)	Public	1,49,945	55,88,12,006	-	-	55,88,12,006	39.62%	55,88,12,006	-	55,88,12,006	39.62%	-	-	-	-	NA	55,81,54,169	
(C)	Non Promoter- Non Public	-	-	-	-	-	-	-	-	-	0.00%	-	-	-	-	NA	-	
(C1)	Shares underlying DRs	-	-	-	-	-	NA	-	-	-	0.00%	-	-	-	-	NA	-	
(C2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	0.00%	-	-	-	-	NA	-	
	Total	1,49,951	1,41,03,81,314	-	-	1,41,03,81,314	100.00%	1,41,03,81,314	-	1,41,03,81,314	100.00%	-	-	-	-		1,40,97,23,477	

Table II - Statement showing shareholding pattern of the Promoter and Promoter Group

	Category & Name of the Shareholders (I)	PAN (II)	No. of shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	Nos. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV+V+VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)			No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) as a % of A+B+C2	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialized form (XIV)	
									No of Voting Rights					Total as a % of Total Voting rights	No. (a)	As a % of total Shares held (b)	No. (a)		As a % of total shares held (b)
									Class e.g. X	Class e.g. Y	Total								
(1)	Indian																		
(a)	Individuals/Hindu undivided Family		3	788	-	-	788	0.00%	788	-	788	0.00%	-	0.00%	-	-	-	-	788
	Mr. Shiv Nadar	ACIPN3308A	1	368	-	-	368	0.00%	368	-	368	0.00%	-	0.00%	-	-	-	-	368
	Ms. Kiran Nadar	ACPPN5724N	1	72	-	-	72	0.00%	72	-	72	0.00%	-	0.00%	-	-	-	-	72
	Ms. Roshni Nadar Malhotra	ABRPN2760L	1	348	-	-	348	0.00%	348	-	348	0.00%	-	0.00%	-	-	-	-	348
(b)	Central Government/ State Government(s)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	-	-	-
(c)	Financial institutions/ Banks		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	-	-	-
(d)	Any Other (specify)		2	61,24,70,704	-	-	61,24,70,704	43.43%	61,24,70,704	-	61,24,70,704	43.43%	-	43.43%	-	-	-	-	61,24,70,704
(i)	Body Corporates																		
	HCL Corporation Pvt. Ltd.	AADCG2825M	1	1,23,73,680	-	-	1,23,73,680	0.88%	1,23,73,680	-	1,23,73,680	0.88%	-	0.88%	-	-	-	-	1,23,73,680
	Vama Sundari Investments (Delhi) Pvt. Ltd.	AACCV8937E	1	60,00,97,024	-	-	60,00,97,024	42.55%	60,00,97,024	-	60,00,97,024	42.55%	-	42.55%	-	-	-	-	60,00,97,024
	Sub-Total (A)(1)		5	61,24,71,492	-	-	61,24,71,492	43.43%	61,24,71,492	-	61,24,71,492	43.43%	-	43.43%	-	-	-	-	61,24,71,492
(2)	Foreign																		
(a)	Individuals (Non-Resident Individuals/ Foreign		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b)	Government		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Institutions		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Foreign Portfolio Investor		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Any Other (specify)		1	23,90,97,816	-	-	23,90,97,816	16.95%	23,90,97,816	-	23,90,97,816	16.95%	-	16.95%	-	-	-	-	23,90,97,816
(i)	Bodies Corporate																		
	HCL Holdings Private Ltd.	AABCH7320Q	1	23,90,97,816	-	-	23,90,97,816	16.95%	23,90,97,816	-	23,90,97,816	16.95%	-	16.95%	-	-	-	-	23,90,97,816
	Sub-Total (A)(2)		1	23,90,97,816	-	-	23,90,97,816	16.95%	23,90,97,816	-	23,90,97,816	16.95%	-	16.95%	-	-	-	-	23,90,97,816
	Total Shareholding of Promoter and Promoter Group (A) = (A)(1)+(A)(2)		6	85,15,69,308	-	-	85,15,69,308	60.38%	85,15,69,308	-	85,15,69,308	60.38%	-	60.38%	-	-	-	-	85,15,69,308

Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note:

- PAN would not be displayed on website of Stock Exchange(s).
- The term "Encumbrance" has the same meaning as assigned under regulation 28(3) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

Table III - Statement showing shareholding pattern of the Public shareholder

	Category & Name of the Shareholders (I)	PAN (II)	No. of shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	Nos. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV+V+VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)			No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) as a % of A+B+C2	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialized form (XIV)	
									No of Voting Rights					Total as a % of Total Voting rights	No. (a)	As a % of total Shares held (b)	No. (a)		As a % of total shares held (b)
									Class X	Class Y	Total								
(1)	Institutions																		
(a)	Mutual Funds		339	6,14,25,705	-	-	6,14,25,705	4.36%	6,14,25,705	-	6,14,25,705	4.36%	-	-	-	-	NA		6,14,23,541
(b)	Venture Capital Funds		-	-	-	-	-	0.00%	-	-	-	0.00%	-	-	-	-	NA		-
(c)	Alternate Investment Funds		1	6,000	-	-	6,000	0.00%	6,000	-	6,000	0.00%	-	-	-	-	NA		6,000
(d)	Foreign Venture Capital Investors		-	-	-	-	-	0.00%	-	-	-	0.00%	-	-	-	-	NA		-
(e)	Foreign Portfolio Investors		899	37,99,34,660	-	-	37,99,34,660	26.94%	37,99,34,660	-	37,99,34,660	26.94%	-	-	-	-	NA		37,99,33,860
(f)	Financial Institutions/ Banks		31	19,10,119	-	-	19,10,119	0.14%	19,10,119	-	19,10,119	0.14%	-	-	-	-	NA		19,09,323
(g)	Insurance Companies		35	1,68,72,761	-	-	1,68,72,761	1.20%	1,68,72,761	-	1,68,72,761	1.20%	-	-	-	-	NA		1,68,72,761
(h)	Provident Funds/ Pension Funds		-	-	-	-	-	0.00%	-	-	-	0.00%	-	-	-	-	NA		-
(i)	Any Other (specify)																		
(i)	Foreign Banks		3	1,200	-	-	1,200	0.00%	1,200	-	1,200	0.00%	-	-	-	-	NA		1,200
	Sub-Total (B)(1)		1,308	46,01,50,445	-	-	46,01,50,445	32.63%	46,01,50,445	-	46,01,50,445	32.63%	-	-	-	-	NA		46,01,46,685
(2)	Central Government/ State Government(s)/ President of India																		
			-	-	-	-	-	0.00%	-	-	-	0.00%	-	-	-	-	NA		-
	Sub-Total (B)(2)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	-	-	-	NA		-
(3)	Non-institutions																		
	Individuals -																		
(a)	i. Individual shareholders holding nominal share capital		1,40,294	3,78,82,014	-	-	3,78,82,014	2.69%	3,78,82,014	-	3,78,82,014	2.69%	-	-	-	-	NA		3,72,66,677
	ii. Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.		16	31,31,430	-	-	31,31,430	0.22%	31,31,430	-	31,31,430	0.22%	-	-	-	-	NA		31,31,430
(b)	NBFCs registered with RBI		18	1,76,651	-	-	1,76,651	0.01%	1,76,651	-	1,76,651	0.01%	-	-	-	-	NA		1,76,651
(c)	Employee Trusts		-	-	-	-	-	0.00%	-	-	-	0.00%	-	-	-	-	NA		-
(d)	Overseas Depositories (holding DRs) (balancing figure)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	-	-	-	NA		-
(e)	Any Other (specify)																		
(i)	Bodies Corporate		1,447	4,44,39,378	-	-	4,44,39,378	3.15%	4,44,39,378	-	4,44,39,378	3.15%	-	-	-	-	NA		4,44,10,958
(ii)	Trusts		40	23,55,820	-	-	23,55,820	0.17%	23,55,820	-	23,55,820	0.17%	-	-	-	-	NA		23,55,820
(iii)	Foreign Nationals		12	74,767	-	-	74,767	0.01%	74,767	-	74,767	0.01%	-	-	-	-	NA		74,767
(iv)	Non-Resident Indians		4,107	71,92,368	-	-	71,92,368	0.51%	71,92,368	-	71,92,368	0.51%	-	-	-	-	NA		71,82,928
(v)	Overseas Corporate Bodies		9	18,124	-	-	18,124	0.00%	18,124	-	18,124	0.00%	-	-	-	-	NA		17,244
(vi)	Clearing Members		508	28,79,933	-	-	28,79,933	0.20%	28,79,933	-	28,79,933	0.20%	-	-	-	-	NA		28,79,933
(vii)	Hindu Undivided Families		2,186	5,11,076	-	-	5,11,076	0.04%	5,11,076	-	5,11,076	0.04%	-	-	-	-	NA		5,11,076
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)		1,49,945	55,88,12,006	-	-	55,88,12,006	39.62%	55,88,12,006	-	55,88,12,006	39.62%	-	-	-	-			55,81,54,169

Details of the shareholders acting as persons in Concert including their Shareholding (No. and %):

Note:

- PAN would not be displayed on website of Stock Exchange(s).
- The above format needs to be disclosed along with the name of following persons:
Institutions/Non Institutions holding more than 1% of total number of shares.
- W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian.

Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder

	Category & Name of the Shareholders (I)	PAN (II)	No. of shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	Nos. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV+V+VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)			No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) as a % of A+B+C2	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered(XIII)		Number of equity shares held in dematerialized form (XIV)	
									No of Voting Rights					Total as a % of Total Voting rights	No. (a)	As a % of total Shares held (b)	No. (a)		As a % of total shares held (b)
									Class X	Class Y	Total								
(*1)	Custodian/DR Holder																		
(a)	Name of DR Holder (if available)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(*2)	Employee Benefit Trust (under SEBI (Share based Employee Benefit) Regulations, 2014)																		
(a)	Name of DR Holder (if available)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Non-Promoter- Non Public Shareholding (C)= (C)(1)+(C)(2)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Details of the shareholders acting as persons in Concert including their Shareholding (No. and %):

Note:

- 1) PAN would not be displayed on website of Stock Exchange(s).
- 2) The above format needs to disclose name of all holders holding more than 1% of total number of shares
- 3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available.

(Post Scheme of Arrangement)

Format of holding of specified securities

1. Name of Listed Entity : **HCL Technologies Limited**
2. Scrip Code/ Name of Scrip/ Class of Security : **BSE: 532281, NSE: HCLTECH/ Equity Shares**
3. Share Holding Pattern Filed under : **Regulation 31(1)(b) for the quarter ended March 31, 2016**
- 4: **Declaration** : The Listed entity is required to submit the following declaration to the extent of submission of information:-

	Particulars	Yes *	No*
1	Whether the Listed Entity has issued any partly paid up shares?	-	√
2	Whether the Listed Entity has issued any Convertible Securities or Warrants?	-	√
3	Whether the Listed Entity has any shares against which depository receipts are issued?	-	√
4	Whether the Listed Entity has any shares in locked-in?	-	√
5	Whether any shares held by promoters are pledge or otherwise encumbered?	-	√

** If the Listed Entity selects the option 'No' for the questions above, the columns for the partly paid up shares, Outstanding Convertible Securities/Warrants, depository receipts, locked-in shares, No of shares pledged or otherwise encumbered by promoters, as applicable, shall not be displayed at the time of dissemination on the Stock Exchange website. Also wherever there is 'No' declared by Listed Entity in above table the values will be considered as 'Zero' by default on submission of the format of holding of specified securities.*

5. The tabular format for disclosure of holding of specified securities is as follows:-

Table 1 - Summary Statement holding of specified securities

Category (I)	Category of shareholder (II)	Nos. of shareholders (III)	No. of fully paid up equity shares held (IV)	No. of Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = (IV)+(V)+ (VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)			No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialized form (XIV)	
								No of Voting Rights					Total as a % of (A+B+C)	No. (a)	As a % of total Shares held (b)	No. (a)		As a % of total Shares held (b)
								Class eg: X	Class eg: Y	Total								
(A)	Promoter & Promoter Group	6	85,15,69,308	-	-	85,15,69,308	59.72%	85,15,69,308	-	85,15,69,308	59.72%	-	-	-	-	-	85,15,69,308	
(B)	Public	1,76,133	57,44,52,552	-	-	57,44,52,552	40.28%	57,44,52,552	-	57,44,52,552	40.28%	-	-	-	-	NA	55,81,54,169	
(C)	Non Promoter- Non Public	-	-	-	-	-	-	-	-	-	0.00%	-	-	-	-	NA	-	
(C1)	Shares underlying DRs	-	-	-	-	-	NA	-	-	-	0.00%	-	-	-	-	NA	-	
(C2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	0.00%	-	-	-	-	NA	-	
	Total	1,76,139	1,42,60,21,860	-	-	1,42,60,21,860	100.00%	1,42,60,21,860	-	1,42,60,21,860	100.00%	-	-	-	-		1,40,97,23,477	

Remarks: 1). No. of shares may change shares due to allotment of shares pursuant to Employees Stock Option plan of the Company.

2). 22,23,932 Equity shares proposed to be issued under ESOP by Geomatic Limited have been accounted under the Public Category 'Individual'

Table II - Statement showing shareholding pattern of the Promoter and Promoter Group

	Category & Name of the Shareholders (I)	PAN (II)	No. of shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	Nos. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV+V+VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)			No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) as a % of A+B+C2	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialized form (XIV)	
									No of Voting Rights		Total as a % of Total Voting rights			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total shares held (b)		
									Class e.g. X	Class e.g. Y									Total
(1)	Indian																		
(a)	Individuals/Hindu undivided Family		3	788	-	-	788	0.00%	788	-	788	0.00%	-	0.00%	-	-	-	-	788
	Mr. Shiv Nadar	ACIPN3308A	1	368	-	-	368	0.00%	368	-	368	0.00%	-	0.00%	-	-	-	-	368
	Ms. Kiran Nadar	ACPPN5724N	1	72	-	-	72	0.00%	72	-	72	0.00%	-	0.00%	-	-	-	-	72
	Ms. Roshni Nadar Malhotra	ABRPN2760L	1	348	-	-	348	0.00%	348	-	348	0.00%	-	0.00%	-	-	-	-	348
(b)	Central Government/ State Government(s)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	-	-	-
(c)	Financial Institutions/ Banks		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	-	-	-
(d)	Any Other (specify)		2	61,24,70,704	-	-	61,24,70,704	42.95%	61,24,70,704	-	61,24,70,704	42.95%	-	42.95%	-	-	-	-	61,24,70,704
(i)	Body Corporates																		
	HCL Corporation Pvt. Ltd.	AADCG2825M	1	1,23,73,680	-	-	1,23,73,680	0.87%	1,23,73,680	-	1,23,73,680	0.87%	-	0.87%	-	-	-	-	1,23,73,680
	Vama Sundari Investments (Delhi) Pvt. Ltd.	AACCV8937E	1	60,00,97,024	-	-	60,00,97,024	42.08%	60,00,97,024	-	60,00,97,024	42.08%	-	42.08%	-	-	-	-	60,00,97,024
	Sub-Total (A)(1)		5	61,24,71,492	-	-	61,24,71,492	42.95%	61,24,71,492	-	61,24,71,492	42.95%	-	42.95%	-	-	-	-	61,24,71,492
(2)	Foreign																		
(a)	Individuals (Non-Resident Individuals/ Foreign)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b)	Government		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Institutions		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Foreign Portfolio Investor		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Any Other (specify)		1	23,90,97,816	-	-	23,90,97,816	16.77%	23,90,97,816	-	23,90,97,816	16.77%	-	16.77%	-	-	-	-	23,90,97,816
(i)	Bodies Corporate																		
	HCL Holdings Private Ltd.	AABCH7320Q	1	23,90,97,816	-	-	23,90,97,816	16.77%	23,90,97,816	-	23,90,97,816	16.77%	-	16.77%	-	-	-	-	23,90,97,816
	Sub-Total (A)(2)		1	23,90,97,816	-	-	23,90,97,816	16.77%	23,90,97,816	-	23,90,97,816	16.77%	-	16.77%	-	-	-	-	23,90,97,816
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)		6	85,15,69,308	-	-	85,15,69,308	59.72%	85,15,69,308	-	85,15,69,308	59.72%	-	59.72%	-	-	-	-	85,15,69,308

Table III - Statement showing shareholding pattern of the Public shareholder

	Category & Name of the Shareholders (I)	PAN (II)	No. of shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	Nos. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV+V+VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)			No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) as a % of A+B+C2	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialized form (XIV)	
									No of Voting Rights					Total as a % of Total Voting rights	No. (a)	As a % of total Shares held (b)	No. (a)		As a % of total shares held (b)
									Class X	Class Y	Total								
(1)	Institutions																		
(a)	Mutual Funds		340	6,14,25,842	-	-	6,14,25,842	4.31%	6,14,25,842	-	6,14,25,842	4.31%	-	-	-	-	NA	-	6,14,23,541
(b)	Venture Capital Funds		-	-	-	-	-	0.00%	-	-	-	0.00%	-	-	-	-	NA	-	-
(c)	Alternate Investment Funds		1	6,000	-	-	6,000	0.00%	6,000	-	6,000	0.00%	-	-	-	-	NA	-	6,000
(d)	Foreign Venture Capital Investors		-	-	-	-	-	0.00%	-	-	-	0.00%	-	-	-	-	NA	-	-
(e)	Foreign Portfolio Investors		932	38,11,63,297	-	-	38,11,63,297	26.73%	38,11,63,297	-	38,11,63,297	26.73%	-	-	-	-	NA	-	37,99,33,860
(f)	Financial Institutions/ Banks		34	19,27,094	-	-	19,27,094	0.14%	19,27,094	-	19,27,094	0.14%	-	-	-	-	NA	-	19,09,323
(g)	Insurance Companies		36	1,68,88,814	-	-	1,68,88,814	1.18%	1,68,88,814	-	1,68,88,814	1.18%	-	-	-	-	NA	-	1,68,72,761
(h)	Provident Funds/ Pension Funds		-	-	-	-	-	0.00%	-	-	-	0.00%	-	-	-	-	NA	-	-
(i)	Any Other (specify)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	-	-	-	NA	-	-
(l)	Foreign Banks		3	1,200	-	-	1,200	0.00%	1,200	-	1,200	0.00%	-	-	-	-	NA	-	1,200
	Sub-Total (B)(1)		1,346	46,14,12,247	-	-	46,14,12,247	32.36%	46,14,12,247	-	46,14,12,247	32.36%	-	-	-	-	NA	-	46,01,46,685
(2)	Central Government/ State Government(s)/ President of India																		
			-	-	-	-	-	0.00%	-	-	-	0.00%	-	-	-	-	NA	-	-
	Sub-Total (B)(2)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	-	-	-	NA	-	-
(3)	Non-institutions																		
	Individuals -																		
(a)	i. Individual shareholders holding nominal share capital		1,64,459	4,19,86,448	-	-	4,19,86,448	2.94%	4,19,86,448	-	4,19,86,448	2.94%	-	-	-	-	NA	-	3,72,66,677
	ii. Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.		20	73,46,808	-	-	73,46,808	0.52%	73,46,808	-	73,46,808	0.52%	-	-	-	-	NA	-	31,31,430
(b)	NBFCs registered with RBI		18	1,76,651	-	-	1,76,651	0.01%	1,76,651	-	1,76,651	0.01%	-	-	-	-	NA	-	1,76,651
(c)	Employee Trusts		-	-	-	-	-	0.00%	-	-	-	0.00%	-	-	-	-	NA	-	-
(d)	Overseas Depositories (holding DRs) (balancing figure)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	-	-	-	NA	-	-
(e)	Any Other (specify)																		
(i)	Bodies Corporate		1,959	4,97,88,386	-	-	4,97,88,386	3.49%	4,97,88,386	-	4,97,88,386	3.49%	-	-	-	-	NA	-	4,44,10,958
(ii)	Trusts		41	23,56,518	-	-	23,56,518	0.17%	23,56,518	-	23,56,518	0.17%	-	-	-	-	NA	-	23,55,820
(iii)	Foreign Nationals		12	74,767	-	-	74,767	0.01%	74,767	-	74,767	0.01%	-	-	-	-	NA	-	74,767
(iv)	Non-Resident Indians		4,575	74,06,527	-	-	74,06,527	0.52%	74,06,527	-	74,06,527	0.52%	-	-	-	-	NA	-	71,82,928
(v)	Overseas Corporate Bodies		9	18,124	-	-	18,124	0.00%	18,124	-	18,124	0.00%	-	-	-	-	NA	-	17,244
(vi)	Clearing Members		838	30,55,724	-	-	30,55,724	0.21%	30,55,724	-	30,55,724	0.21%	-	-	-	-	NA	-	28,79,933
(vii)	Hindu Undivided Families		2,856	8,30,352	-	-	8,30,352	0.06%	8,30,352	-	8,30,352	0.06%	-	-	-	-	NA	-	5,11,076
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)		1,76,133	57,44,52,552	-	-	57,44,52,552	48.28%	57,44,52,552	-	57,44,52,552	48.28%	-	-	-	-	NA	-	55,81,54,169

Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder

	Category & Name of the Shareholders (I)	PAN (II)	No. of shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	Nos. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV+V+VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)			No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) as a % of A+B+C2	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered(XIII)		Number of equity shares held in dematerialized form (XIV)	
									No of Voting Rights					Total as a % of Total Voting rights	No. (a)	As a % of total Shares held (b)	No. (a)		As a % of total shares held (b)
									Class X	ClassY	Total								
(1)	Custodian/DR Holder																		
(a)	Name of DR Holder (if available)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(2)	Employee Benefit Trust (under SEBI (Share based Employee Benefit) Regulations, 2014)																		
(a)	Name of DR Holder (if available)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Non-Promoter- Non Public Shareholding (C)= (C)(1)+(C)(2)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Shareholding Pattern under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015			
1	Name of Listed Entity:	3D PLM Software Solutions Limited	
2	Scrip Code/Name of Scrip/Class of Security:	EQUITY	
3	Share Holding Pattern Filed under:	Reg. 31(1)(a)/Reg. 31(1)(b)/Reg.31(1)(c)	
a.	If under 31(1)(b) then indicate the report for Quarter ending:	March 31, 2016	
b.	If under 31(1)(c) then indicate date of allotment/extinguishment		
4	Declaration: :-		
Sr.No.	Particulars	Yes	No
1	Whether the Listed Entity has issued any partly paid up	-	No
2	Whether the Listed Entity has issued any Convertible	-	No
3	Whether the Listed Entity has any shares against which	-	No
4	Whether the Listed Entity has any shares in locked-in?	-	No
5	Whether any shares held by promoters are pledge or	-	No

Annexure 8-3DPLM-Shareholding Pattern (pre)

Table I - Summary Statement holding of specified securities

Category	Category of Shareholder	Nos. of Shareholders	Nos. of fully paid up equity shares held	Nos. of partly paid up equity shares held	Nos. of shares underlying Depository Receipts	Total Nos. Shares held	Shareholding as a % of total no of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities					Nos. of shares underlying Outstanding Convertible securities (including warrants)	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of shares pledged or otherwise encumbered		Number of Equity shares held in dematerialized form
								No of Voting Rights				Total as a % of Total Voting rights			No	As a % of total Shares held	No	As a % of total Shares held	
								Equity - Regular	Class A	Class B	Total								
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)=(iv)+(v)+(vi)	(viii) as a % of (A+B+C2)	(ix)					(x)	(xi)=(vii)+(x) as a % of (A+B+C2)	(xii)		(xiii)		(xiv)
(A)	Promoter & Promoter Group	9	1552200	-	-	15,52,200	100.00	13,91,989	87,246	72,965	15,52,200	100	-	-	-	-	-	-	0
(B)	Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
(C)	Non Promoter-Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
(C1)	Shares underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
(C2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Total	9	15,52,200	-	-	15,52,200	100.00	13,91,989	87,246	72,965	15,52,200	100	-	-	-	-	-	-	

Table II - Statement showing shareholding pattern of the Promoter and Promoter Group

Category & Name of the Shareholders	PAN	No. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities					No. of Shares Underlying Outstanding Convertible securities (Including	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form
								No of Voting Rights				Total as a % of Total Voting rights			No.	As a % of total Shares held	No.	As a % of total Shares held	
								Equity - Regular	Class A	Class B	Total								
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	%(A+B+C2) Viii	(ix)					(x)	(xi)= (vii)+(x) As a % of (A+B+C2)	(xii)		(xiii)		(xiv)
1 Indian																			
(a) Individuals/Hindu undivided Family		6	6	-	-	6	0.00	6			6	0.0004	-	-	-	-	-	-	-
Geometric. Ltd. Jointly with Shashank Patkar		1	1	-	-	1	0.00	1			1	0.0001							
Geometric Ltd. Jointly with Sudarshan Mogasale		1	1	-	-	1	0.00	1			1	0.0001							
Geometric Ltd. Jointly with Pallavi Pathak		1	1	-	-	1	0.00	1			1	0.0001							
Geometric. Ltd. Jointly with Uttam Gujrati		1	1	-	-	1	0.00	1			1	0.0001							
Geometric Ltd. Jointly with Mumtaz Khan		1	1	-	-	1	0.00	1			1	0.0001							
Geometric Ltd. Jointly with Shilpa Jadhav		1	1	-	-	1	0.00	1			1	0.0001							
(b) Central Government/ State Government(s)		-	-	-	-	-	-	0			0	0.0000	-	-	-	-	-	-	-
(c) Financial Institutions/ Banks		-	-	-	-	-	-	0			0	0.0000	-	-	-	-	-	-	-
(d) Any Other(specify)																			
Bodies Corporate		1	9,00,194	-	-	9,00,194	57.9947	900194	0	-	900194	57.99	-	-	-	-	-	-	-
Geometric Limited		1	9,00,194	-	-	9,00,194	57.99	900194		-	900194	57.99	-	-	-	-	-	-	-
Sub-Total (A)(1)		7	9,00,200	-	-	9,00,200	57.99	900200	0	0	900200	57.99	-	-	-	-	-	-	-
2 Foreign																			
(a) Individuals (Non-Resident Individuals/ Foreign Individuals)		-	-	-	-	-	-	-			-	-	-	-	-	-	-	-	-
(b) Government		-	-	-	-	-	-	-			-	-	-	-	-	-	-	-	-
(c) Institutions		-	-	-	-	-	-	-			-	-	-	-	-	-	-	-	-
(d) Foreign Portfolio Investor		-	-	-	-	-	-	-			-	-	-	-	-	-	-	-	-
(e) Any Other (specify)																			
Foreign promoter shareholders		2	6,52,000	-	-	6,52,000	42.00	491789	87246	72,965	652000	42.00	-	-	-	-	-	-	-
Dassault Systemes		1	3,85,800			3,85,800	24.86	3,85,800			3,85,800	24.86							
Dassault Systemes Americas, Corp		1	2,66,200			2,66,200	17.15	1,05,989	87,246	72,965	2,66,200	17.15							
Sub-Total (A)(2)		2	6,52,000	-	-	6,52,000	42.00	4,91,789	87,246	72,965	6,52,000	42.00	-	-	-	-	-	-	-
Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)		9	15,52,200	-	-	15,52,200	100	13,91,989	87,246.00	72,965.00	15,52,200.00	100.00	-	-	-	-	-	-	-

Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Table-II A - Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

No. of shareholders	No. of Shares held
NA	-

Table III - Statement showing shareholding pattern of the Public shareholder

	Category & Name of the Shareholders	PAN	Nos. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts (vi)	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding Convertible securities (Including Warrants)	Total shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form	
									No of Voting Rights			Total as a % of Total Voting rights			No.	As a % of total Shares held	No	As a % of total shares held (Not applicable)		
									Class X	Class Y	Total									(a)
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)= iv+v+vi	(viii) % (A+B+C2)	(ix)				(x)	(xi)	(xii)		(xiii)		(xiv)		
1	Institutions																			
(a)	Mutual Funds/		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(b)	Venture Capital Funds		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(c)	Alternate Investment Funds		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(d)	Foreign Venture Capital Investors		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(e)	Foreign Portfolio Investors		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(f)	Financial Institutions/ Banks		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(g)	Insurance Companies		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(h)	Provident Funds/ Pension Funds		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(i)	Any Other (specify)		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	Sub-Total (B)(1)		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
2	Central Government/ State Government(s)/ President of India		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	Sub-Total (B)(2)		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
3	Non-institutions		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(a)	Individual		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	i. Individuals-Individual shareholders holding nominal share capital up to Rs .2 Lakhs		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	ii. Individual shareholders holding nominal share capital in excess of Rs .2 Lakhs		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(b)	NBFCs registered with RBI		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(c)	Employee Trusts		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(d)	Overseas Depositories (holding DRs)(Balancing figure)		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(e)	Any Other (specify)		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	Sub Total (B)(3)		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)		Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Details of the shareholders acting as persons in Concert including their Shareholding (No. and %):

Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note
(1) PAN would not be displayed on website of Stock Exchange(s).
(2) The above format needs to disclose name of all holders holding more than 1% of total number of shares
(3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian,

Table III A - Details of the shareholders acting as Persons in Concert including their Shareholding:

Name of shareholder	Name of PAC	No. of shareholders	Holding %

Table III B - Details of Shares which remain unclaimed may be given here along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting.

No. of shareholders	No. of Shares
NA	-

Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder

	Category & Name of the Shareholders	PAN	No. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts	Total no. shares held	Shareholding % calculated as per SCRR, 1957 As a % of	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding Convertible securities (Including Warrants)	Total shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialized form
									No of Voting Rights			Total as a % of Total Voting rights			No. (a)	As a % of total Shares held	No (a)	As a % of total shares held	
									Class X	Class Y	Total								
	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)=iv+v+vi	(viii) % (A+B+C2)	(ix)				(x)	(xi)	(xii)		(xiii)		(xiv)
(1)	Custodian/DR Holder		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(2)	Employee Benefit Trust (under SEBI (Share based Employee Benefit) Regulations, 2014)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Non-Promoter- Non Public Shareholding (C)= (C)(1)+(C)(2)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Note																			
(1) PAN would not be displayed on website of Stock Exchange(s).																			
(2) The above format needs to disclose name of all holders holding more than 1% of total number of shares																			
(3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available,																			

Shareholding Pattern under Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015			
1	Name of Listed Entity:	3D PLM Software Solutions Limited	
2	Scrip Code/Name of Scrip/Class of Security:	EQUITY	
3	Share Holding Pattern Filed under:	Reg. 31(1)(a)/Reg. 31(1)(b)/Reg.31(1)(c)	
	a. If under 31(1)(b) then indicate the report for Quarter ending:	March 31, 2016	
	b. If under 31(1)(c) then indicate date of allotment/extinguishment		
4	Declaration: :-		
Sr.No.	Particulars	Yes	No
1	Whether the Listed Entity has issued any partly paid up	-	No
2	Whether the Listed Entity has issued any Convertible	-	No
3	Whether the Listed Entity has any shares against which	-	No
4	Whether the Listed Entity has any shares in locked-in?	-	No
5	Whether any shares held by promoters are pledge or	-	No

Annexure 8-3DPLM Shareholding Pattern (post)

Table I - Summary Statement holding of specified securities

Category	Category of Shareholder	Nos. of Shareholders	Nos. of fully paid up equity shares held	Nos. of partly paid up equity shares held	Nos. of shares underlying Depository Receipts	Total Nos. Shares held	Shareholding as a% of total no of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities					Nos. of shares underlying Outstanding Convertible securities (including warrants)	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of shares pledged or otherwise encumbered		Number of Equity shares held in dematerialized form
								No of Voting Rights				Total as a % of Total Voting rights			No	As a % of total Shares held	No	As a % of total Shares held	
								Equity - Regular	Class A	Class B	Total								
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)=(iv)+(v)+(vi)	(viii) as a % of (A+B+C2)	(ix)					(x)	(xi)=(vii)+(x) as a % of (A+B+C2)	(xii)		(xiii)		(xiv)
(A)	Promoter & Promoter Group	2	6,52,000	-	-	6,52,000	100.00	4,91,789	87,246	72,965	6,52,000	100.00	-	-	-	-	-	-	0
(B)	Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C)	Non Promoter-Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C1)	Shares underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total	2	6,52,000	-	-	6,52,000	100.00	4,91,789	87,246	72,965	6,52,000	100	-	-	-	-	-	-	-

Note:

(a) the equity shares of 3DPLM Software Solutions Limited will remain unlisted after effectiveness of the scheme,
(b) the redeemable preference shares issued by 3DPLM Software Solutions Limited to the equity shareholders of Geometric Limited will be listed,
(c) the redeemable preference shares will be allotted in the ratio of 1 redeemable preference share for every 1 equity share of Geometric Limited, and
(d) assuming there is no change to the shareholding pattern of Geometric Limited between the date of filing the application and the effectiveness of the scheme, the shareholding pattern of redeemable preference shares post effectiveness of the scheme shall be same as the shareholding pattern of equity shares of Geometric Limited prior to effectiveness of the composite scheme, as disclosed in Annexure K.

Table II - Statement showing shareholding pattern of the Promoter and Promoter Group

Category & Name of the Shareholders	PAN	No. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities					No. of Shares Underlying Outstanding Convertible securities (Including	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form
								No of Voting Rights				Total as a % of Total Voting rights			No.	As a % of total Shares held	No.	As a % of total Shares held	
								Equity - Regular	Class A	Class B	Total								
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)					(x)	(xi)= (vii)+(x) As a % of (A+B+C2)	(xii)		(xiii)		(xiv)
1 Indian																			
(a) Individuals/Hindu undivided Family				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b) Central Government/ State Government(s)			-	-	-	-	-	0	-	-	-	-	-	-	-	-	-	-	-
(c) Financial Institutions/ Banks			-	-	-	-	-	0	-	-	-	-	-	-	-	-	-	-	-
(d) Any Other (specify)																			
2 Foreign																			
(a) Individuals (Non-Resident Individuals/ Foreign Individuals)			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b) Government			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c) Institutions			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d) Foreign Portfolio Investor			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e) Any Other (specify)			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Foreign promoter shareholders			2	6,52,000	-	-	6,52,000	100	491789	87246	72,965	652000	100	-	-	-	-	-	-
Dassault Systemes			1	3,85,800	-	-	3,85,800	59	385800	-	-	385800	59	-	-	-	-	-	-
Dassault Systemes Americas, Corp			1	2,66,200	-	-	2,66,200	41	1,05,989	87246	72965	2,66,200	41	-	-	-	-	-	-
Sub-Total (A)(1)			2	6,52,000	-	-	6,52,000	100	491789	87246	72965	652000	100	-	-	-	-	-	-
Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)				6,52,000	-	-	6,52,000	100	4,91,789	87,246	72,965	6,52,000	100	-	-	-	-	-	-

Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Table-II A - Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

No. of shareholders	No. of Shares held
NA	-

Table III - Statement showing shareholding pattern of the Public shareholder

	Category & Name of the Shareholders	PAN	Nos. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts (vi)	Total nos. shares held (vii)= iv+v+vi	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (viii)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding Convertible securities (Including Warrants)	Total shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form
									No of Voting Rights			Total as a % of Total Voting rights			No.	As a % of total Shares held	No	As a % of total shares held (Not applicable) (b)	
									Class X	Class Y	Total								
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)				(x)	(xi)	(xii)		(xiii)		(xiv)	
1	Institutions																		
(a)	Mutual Funds/																		
(b)	Venture Capital Funds																		
(c)	Alternate Investment Funds																		
(d)	Foreign Venture Capital Investors																		
(e)	Foreign Portfolio Investors																		
(f)	Financial Institutions/ Banks																		
(g)	Insurance Companies																		
(h)	Provident Funds/ Pension Funds																		
(i)	Any Other (specify)																		
	Sub-Total (B)(1)																		
2	Central Government/ State Government(s)/ President of India																		
	Sub-Total (B)(2)																		
3	Non-institutions																		
(a)	Individual																		
	i. Individuals-Individual shareholders holding nominal share capital up to Rs .2 Lakhs																		
	ii. Individual shareholders holding nominal share capital in excess of Rs .2 Lakhs																		
(b)	NBFCs registered with RBI																		
(c)	Employee Trusts																		
(d)	Overseas Depositories (holding DRs)(Balancing figure)																		
(e)	Any Other (specify)																		
	Trusts																		
	Hindu Undivided Family																		
	Non Resident Indians (Non Repat)																		
	Non Resident Indians (Repat)																		
	Clearing Member																		
	Bodies Corporate																		
	Directors																		
	Sub Total (B)(3)																		
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)																		

Details of the shareholders acting as persons in Concert including their Shareholding (No. and %):

Details of Shares which remain unclaimed may be given here along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note

(1) PAN would not be displayed on website of Stock Exchange(s).

(2) The above format needs to disclose name of all holders holding more than 1% of total number of shares

(3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian.

Table III A - Details of the shareholders acting as Persons in Concert including their Shareholding:

Name of shareholder	Name of PAC	No. of shareholders	Holding %

Table III B - Details of Shares which remain unclaimed may be given hear along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting.

No. of shareholders	No. of Shares
NA	-

Table IV - Statement showing shareholding pattern of the Non Promoter- Non Public shareholder

	Category & Name of the Shareholders	PAN	No. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts	Total no. shares held	Shareholding % calculated as per SCRR, 1957 As a % of	Number of Voting Rights held in each class of securities				No. of Shares Outstanding	Total shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialized form
									No of Voting Rights			Total as a % of Total Voting rights			No. (a)	As a % of total Shares held	No (a)	As a % of total shares held	
									Class X	Class Y	Total								
	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)=iv+v+vi	(viii) % (A+B+C2)	(ix)				(x)	(xi)	(xii)		(xiii)		(xiv)
(1)	Custodian/DR Holder		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(2)	Employee Benefit Trust (under SEBI (Share based Employee Benefit) Regulations, 2014)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Non-Promoter- Non Public Shareholding (C)= (C)(1)+(C)(2)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Note																			
(1) PAN would not be displayed on website of Stock Exchange(s).																			
(2) The above format needs to disclose name of all holders holding more than 1% of total number of shares																			
(3) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available,																			



GEOMETRIC LIMITED

(CIN: L72200MH1994PLC077342)

Regd. Office: Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai 400 079

E-mail: Investor-relations@geometricglobal.com Website: www.geometric global.com

Tel.: +91-22-2518 9205 Fax: +91-22-6705 6891

ATTENDANCE SLIP

Court Convened Meeting – Tuesday, August 9, 2016

Members or their proxies are requested to present this form for admission, duly signed in accordance with their specimen signatures registered with the Company.

DP ID	
-------	--

Client ID	
-----------	--

Regd. Folio no.*	
------------------	--

No. of Shares	
---------------	--

Name(s) in Full	Father/Husband's Name	Address as regd. with Company
1.		
2.		
3.		

I/We hereby record my/our presence at the Court Convened Meeting of Geometric Limited held on Tuesday, August 9, 2016 at 11.00 a.m at Conference Room no 307, 3rd Floor, Godrej & Boyce Manufacturing Co Ltd, Plant 13 (Annexe), Gate No 8 (Industries gate), Pirojshanagar, Vikhroli (East), Mumbai 400079 and/or any adjournment thereof.

Please (✓) in the box

MEMBER PROXY

Member's Signature

Proxy's Signature

*Applicable for the investor holding shares in physical form.

Note :

- Shareholders attending the meeting in person or through proxy are requested to complete this Attendance Slip and hand it over at the attendance verification counter at the entrance of Meeting hall.
- Bodies Corporate, whether a company or not, who are members, may attend through their authorised representatives appointed under Section 113 of the Companies Act, 2013. A copy of authorisation should be deposited with the Company.



GEOMETRIC LIMITED

(CIN: L72200MH1994PLC077342)

Regd. Office: Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai 400 079

E-mail: Investor-relations@geometricglobal.com Website: www.geometricglobal.com

Tel.: +91-22-2518 9205 Fax: +91-22-6705 6891

Form No. MGT - 11

Proxy Form

(Pursuant to Section 105(6) of the Companies Act, 2013 and Rule 19(3) of the Companies (Management and Administration) Rules, 2014)

Court Convened Meeting – Tuesday, August 9, 2016

Name of the Member(s) _____

Registered Address _____

Email Id _____

Folio No. / Client ID

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

DP ID

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I/We being the member(s) of _____, shares of the above named company, hereby appoint

- 1. **Name** :
- Address** :
- E-mail ID** :
- Signature** : or failing him/her

- 2. **Name** :
- Address** :
- E-mail ID** :
- Signature** : or failing him/her

- 3. **Name** :
- Address** :
- E-mail ID** :
- Signature** :

as my / our proxy to attend and vote (on a poll) for me / us and on my / our behalf at the Court Convened Meeting of the Equity Shareholders to be held on Tuesday, August 9, 2016 at 11.00 a.m at Conference Room no 307, 3rd Floor, Godrej & Boyce Manufacturing Co Ltd, Plant 13 (Annexe), Gate No 8 (Industries gate), Pirojshanagar, Vikhroli (East), Mumbai 400079 for the purpose considering and, if thought fit, approving, the arrangement embodied in the Composite Scheme of Arrangement



GEOMETRIC LIMITED
(CIN: L72200MH1994PLC077342)

and Amalgamation between Geometric Limited, HCL Technologies Limited and 3D PLM Software Solutions Limited, and their respective shareholders and creditors (“**Scheme**”) as such meeting and any adjournment thereof, the said arrangement embodied in the Scheme and the resolution, either with or without modification(s)*, as my/ our proxy may approve.

* Strike out what is not necessary

Signed this day of, 2016

Signature of Shareholder:

Affix Revenue Stamp of not less than Re. 1
--

Signature of Proxyholder (s):

Notes:

1. This form in order to be effective should be duly completed and deposited at the registered office of the Applicant Company not less than 48 hours before the commencement of the Court Convened Meeting.
2. A person can act as a proxy on behalf of members not exceeding fifty (50) and holding in aggregate not more than ten percent (10%) of the total share capital of the Applicant Company. In case a proxy is proposed to be appointed by a member holding more than 10% of the total share capital of the Applicant Company carrying voting rights, then such proxy shall not act as a proxy for any other person or member.
3. Those members who have multiple folios with different joint holders may use copies of this Proxy.



GEOMETRIC LIMITED
(CIN: L72200MH1994PLC077342)

Regd. Office: Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai 400 079
E-mail: investor-relations@geometricglobal.com Website: www.geometric global.com
Tel.: +91-22-2518 9205 Fax: +91-22-6705 6891

EXTRAORDINARY GENERAL MEETING NOTICE

Notice is hereby given that an Extra-ordinary General Meeting of the members (“**Equity Shareholders**”) of Geometric Limited (“**Company**”) will be held at Conference Room No. 307, 3rd Floor, Godrej & Boyce Manufacturing Co. Ltd., Plant 13 (Annexe), Gate No. 8 (Industries Gate), Pirojshanagar, Vikhroli (East), Mumbai-400 079, on Tuesday, August 9, 2016 at 11.30 a.m. or immediately after conclusion of the Court Convened Meeting of the members being held to consider for approval of the Composite Scheme of Arrangement and Amalgamation between Company, HCL Technologies Limited, 3D PLM Software Solutions Limited, their respective shareholders and creditors, to transact the following business:

SPECIAL BUSINESS:

Item No. 1

UTILISATION OF SECURITIES PREMIUM ACCOUNT

To consider and, if thought fit, to pass with or without modification(s), the following resolution as a Special Resolution:

“**RESOLVED THAT** pursuant to the provisions of Sections 391 to 394 of the Companies Act, 1956, read with Section 52 of the Companies Act, 2013 and Sections 100 to 103 of the Companies Act, 1956, (including any amendment or re-enactment of the said provisions or corresponding provisions of the Companies Act, 2013 which may be brought in force before this resolution hereto is given effect to), rules made under Companies Act 1956 and Companies Act, 2013 as applicable and in force, provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 along with circulars issued thereunder (including any statutory modification(s) or re-enactment thereof, for the time being in force), Article [5] of the Articles of Association of the Company and subject to the sanction of Composite Scheme of Arrangement and Amalgamation between Geometric Limited, HCL Technologies Limited, 3D PLM Software Solutions Limited and their respective shareholders and creditors (“**Scheme**”), the approval of the Hon’ble High Court of Bombay and Hon’ble High Court of Delhi, the Competition Commission of India, the Reserve Bank of India, and subject to such other approvals, permissions and sanctions of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by any regulatory or other authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the “**Board**”, which term shall be deemed to mean and include the committee constituted/ to be constituted by the Board to exercise its powers including the powers conferred by this Resolution), the consent of the Company be and is hereby accorded for the utilization of entire Securities Premium Account of Rs. [1,412,77,277] as on 31st March 2016, in accordance with the provisions of clause 15.2(ii) of the Scheme, and the resulting reduction of the securities premium account of the Company by an amount of Rs. [1,412,77,277] only.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board (including its Committee(s) thereof and/or any Director or any individual delegated with powers necessary for the purpose) be and is hereby authorized to do all such acts, deeds, matters and things, as may be necessary, proper including passing of such accounting entries and/or making such adjustments in the books of account as considered necessary to give effect to the above resolution, or to carry out such modifications as may be required or imposed by the Hon’ble High Court of Bombay while sanctioning the Scheme, or by any other authorities under applicable law and as is acceptable to the Board.”

Item No. 2

AMENDMENT OF THE ESOP SCHEME 2009 – EMPLOYEES, ESOP SCHEME 2011, ESOP SCHEME 2013 – EMPLOYEES, ESOP SCHEME 2013 – DIRECTORS AND ESOP SCHEME 2015 (“ESOP PLANS”) AND RELATED MATTERS

To consider and, if thought fit, to pass with or without modification(s), the following resolution as a Special Resolution:

“**RESOLVED THAT** pursuant to the provisions of Sections 391 to 394 of the Companies Act, 1956, (including any amendment or reenactment of the said provisions or corresponding provisions of the Companies Act, 2013 which may be brought in force before this resolution hereto is given effect to), Regulation 7 of the SEBI (Share Based Employee Benefits) Regulations, 2014 (“**SEBI ESOP Regulations**”) rules made under the Companies Act 1956 and Companies Act, 2013 as applicable and in force, provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 along with circulars issued thereunder (including any statutory modification(s) or re-enactment thereof, for the time being in force) and subject to the approval of the Composite Scheme of Arrangement and Amalgamation between Geometric Limited, HCL Technologies Limited,

3D PLM Software Solutions Limited and their respective shareholders and creditors (“**Scheme**”) by the Hon’ble High Court of Bombay, Hon’ble High Court of Delhi, the Competition Commission of India, the Reserve Bank of India and other regulatory and other authorities as may be necessary, the consent of the Company be and is hereby accorded for the amendment of the ESOP Plans in accordance with terms of the Scheme and in particular Clauses 8.5 and 23.2 thereof which inter-alia provides for the following:

1. Simultaneously, upon receipt of sanction to the Scheme from the relevant High Courts, all outstanding employee stock options which have been granted under the ESOP Plans and are valid and subsisting shall stand accelerated in accordance with the terms of the respective ESOP Plan.
2. The Company shall grant an interest free loan (“**ESOP Loan**”) to an ESOP Trust to enable the ESOP Trust to pay, on behalf of all grantees (the “**Relevant Employees**”) who have not exercised their options under the ESOP Plans as on the date which is 5 Business Days (as defined in the Scheme) prior to the Effective Date of the Scheme (the “**Unexercised Options**”), the exercise price towards the exercise of Unexercised Options.
3. The ESOP Trust shall immediately on receipt of the ESOP Loan, pay the entire amount of the ESOP Loan to the Company as payment of exercise price towards the Unexercised Options and the Company shall allot equity shares of the Company to the ESOP Trust against the Unexercised Options.
4. The ESOP Loan shall be transferred to HCL Technologies Limited as a part of the demerger of the Demerged Business Undertaking (as defined under the Scheme) of the Company to HCL Technologies Limited under the Scheme. Upon coming into effect of the Scheme, if the ESOP Trust is a shareholder of the Company as on the Record Date (as defined under the Scheme), HCL Technologies Limited shall issue and allot equity shares to the ESOP Trust and 3D PLM Software Solutions Limited shall issue and allot redeemable preference shares to the ESOP Trust as per the Scheme.
5. The ESOP Trust shall, within a reasonable period from the allotment, listing and commencement of trading of the securities allotted to the ESOP Trust, sell / redeem such securities and shall use the proceeds of such sale to repay the ESOP Loan to HCL Technologies Limited and remit the balance amounts of the proceeds, after deduction of taxes and other expenses, to the Relevant Employees in proportion to their respective entitlement under the ESOP Plans, subject to necessary approvals under Applicable Law(as defined in the Scheme).

RESOLVED FURTHER THAT pursuant to the provisions of Section 67 of the Companies Act, 2013, Rule 16 of the Companies (Share Capital and Debentures) Rules, 2014, the SEBI ESOP Regulations, consent of the members of the Company be and is hereby accorded to the Company to provide an interest free loan not exceeding Rs. 14.5 crores to the ESOP Trust to enable the ESOP Trust to subscribe to Equity Shares of the Company upon exercise of the Unexercised Options as contemplated above.

RESOLVED FURTHER THAT for the purpose of giving effect to said resolutions, the Board (including the Nomination and Remuneration Committee thereof) be and is hereby authorized to do all such acts, deeds, matters and things, as may be necessary, proper or expedient without being required to seek any further consent or approval of the Company or otherwise to the end and intent that they shall be deemed to have been given all necessary approval thereto expressly by the authority of these resolutions.”

Item No. 3

PROPOSED COMPENSATION FOR MR. MANU PARPIA, MANAGING DIRECTOR & CEO

To consider and, if thought fit, to pass with or without modification(s), the following resolution as an Ordinary Resolution:

“RESOLVED THAT pursuant to the provisions of Section 197, Schedule V and other applicable provisions, if any, of the Companies Act, 2013 read with the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014 (including any statutory modification(s) or re-enactment thereof for the time being in force) and in accordance with the terms and conditions as per the agreement executed on May 19, 2015 between the Company and Mr. Manu Parpia, Managing Director & CEO (“**Employment Agreement**”), the approval of the Shareholders of the Company be and is hereby accorded for the compensation of Rs. 1.50 Crores, with the following components, payable to Mr. Manu Parpia, Managing Director & CEO of the Company:

- a. Payment in lieu of notice (basic and fixed allowance] of Rs. 65 Lakhs;
- b. Completion bonus of Rs. 50 Lakhs; and
- c. Ex-gratia amount of Rs. 35 Lakhs.

The aforesaid components of payment in lieu of notice and completion bonus are as provided for in the Employment Agreement, approved by the shareholders at the last Annual General Meeting held on July 27, 2015.

RESOLVED FURTHER THAT the variable performance linked payment to be made to Mr. Manu Parpia, as provided for in Clause 4.2 of the Employment Agreement, be payable for the period commencing from April 1, 2016 and up to the date of closing of the Composite Scheme of Arrangement and Amalgamation between Company, HCL Technologies Limited, 3D PLM Software Solutions Limited, their respective shareholders and creditors, with the target amount to be pro-rated for time and such payout to be computed with regard to the performance criteria, already defined by the Nomination and Remuneration Committee.

RESOLVED FURTHER THAT for the purpose of giving effect to above resolution, the Board of Directors of the Company (hereinafter referred to as the “**Board**” which term shall be deemed to include any duly authorized Committee thereof, for the time being exercising the powers conferred on the Board by this resolution) be authorized to alter or vary any of the terms and conditions relating to the remuneration payable to Mr. Manu Parpia, and to do all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary, proper or desirable and to settle any questions, difficulties or doubts that may arise in this regard and further to execute all necessary documents, applications, returns and writings as may be necessary, proper, desirable or expedient.”

By Order of the Board of Directors
For Geometric Limited

Sunipa Ghosh

Company Secretary
Membership No.: ACS 22216

Date : July 9, 2016
Place : Mumbai
CIN : L72200MH1994PLC077342
Reg. Address : Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West),
Mumbai-400079, Maharashtra, India
Tel No. : +91.22.2518 9205
Fax No. : +91.22.6705 6891
E-mail : investor-relations@geometricglobal.com
Website : www.geometricglobal.com

Notes:

1. **A registered Equity Shareholder of the Company entitled to attend and vote at the meeting is entitled to appoint one or more proxies to attend and vote instead of himself and such proxy need not be a member of the Company.** All alterations made in the Form of Proxy should be initialed. Members attending the meeting are requested to bring duly filled attendance slips.
2. As per Section 105 of the Companies Act, 2013 and rules made there under, a person can act as proxy on behalf of members not exceeding 50 (fifty) and holding in the aggregate not more than 10 (ten) percent of the total share capital of the company carrying voting rights. Further, a member holding more than 10 (ten) percent of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or Shareholder.
3. Only registered Equity Shareholders of the Company may attend and vote (either in person or by proxy or by Authorized Representative under Section 113 of the Companies Act, 2013) at the Equity Shareholders' meeting. The Authorized Representative of a body corporate which is a registered Equity Shareholder of the Company may attend and vote at the Equity Shareholders' meeting provided a certified true copy of the resolution of the Board of Directors under Section 113 of the Companies Act, 2013 or other governing body of the body corporate authorizing such representative to attend and vote at the Equity Shareholders' meeting on behalf of the body corporate is deposited at the Registered Office of the Company not later than 48 hours before the meeting.
4. Companies or bodies corporate who are registered Equity Shareholder(s) of the Company would be required to deposit certified copy of the resolution of the Board of Directors under Section 113 of the Companies Act, 2013 or other governing body of such companies / body corporate, as the case may be, authorizing the individuals named therein, to attend and vote at the meeting on its behalf. These documents must be deposited at the Registered Office of the Company not later than 48 hours before the meeting.
5. Registered Equity Shareholders who hold shares in dematerialised form are requested to bring their Client ID and DP ID details for easy identification of the attendance at the meeting.
6. Members are informed that in case of joint holders attending the meeting, only such joint holder whose name stands first in the Register of Members of the Company in respect of such joint holding will be entitled to attend and vote at the meeting.
7. The Notice is being sent to all the Members, whose names appeared in the Register of Members as on July 8, 2016. This notice of the Meeting of the Members of the Company is also displayed/posted on the website of the Company, <http://www.geometricglobal.com/> for their download. Even after registering for e-communication, Members are entitled to receive such communication in physical form, upon making a request for the same, by post, free of cost. For any communication, the Members may also send requests to the Company's investor email id: investor-relations@geometricglobal.com. A person who is not a Member as on the aforesaid date should treat this notice for information purposes only.

8. Equity Shareholders can opt for only one mode of voting i.e. either by casting the vote physically at the meeting or by e-voting.

VOTING THROUGH E-VOTING

In compliance with provisions of Section 108 of the Companies Act, 2013 read with the Rule 20 of the Companies (Management and Administration) Rules, 2014 and Regulation 44 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), 2015, the Applicant Company is pleased to offer E-Voting facility as an alternate mode of voting, for its Equity Shareholders, to enable them to cast their votes electronically. E-Voting is optional. For this purpose, necessary arrangements have been made with Central Depository Services (India) Limited (CDSL) to facilitate remote e-Voting. It may be noted that the facility for voting, through ballot paper will also be made available at the meeting and the Equity Shareholders attending the meeting who have not already cast their vote before the meeting by way of remote e-Voting shall be able and entitled to exercise their right at the meeting through ballot paper. Members who have cast their votes by remote e-voting prior to the Meeting may attend the Meeting but shall not be entitled to cast their votes again.

The instructions for e-Voting are as under:

- (i) The voting period begins on 9.00 a.m. on Thursday, August 4, 2016 and ends on 5.00 p.m. on Monday, August 8, 2016. During this period shareholders of the Applicant Company, holding shares either in physical form or in dematerialized form, as on the cut-off date (record date) of Tuesday, August 2, 2016, may cast their vote electronically. The e-voting module shall be disabled by CDSL for voting thereafter.
- (ii) The shareholders should log on to the e-voting website www.evotingindia.com
- (iii) Click on “Shareholders”.
- (iv) Now Enter your User ID
 - a. For CDSL: 16 digits beneficiary ID,
 - b. For NSDL: 8 Character DP ID followed by 8 Digits Client ID,
 - c. Members holding shares in Physical Form should enter Folio Number registered with the Company
- (v) Next enter the Image Verification as displayed and Click on Login.
- (vi) If you are holding shares in Demat form and had logged on to www.evotingindia.com and voted on an earlier voting of any company, then your existing password is to be used.
- (vii) If you are a first time user follow the steps given below:

	For Members holding shares in Demat Form and Physical Form
PAN	Enter your 10 digit alpha-numeric PAN issued by Income Tax Department (Applicable for both demat shareholders as well as physical shareholders) <ul style="list-style-type: none"> • Members who have not updated their PAN with the Company/Depository Participant are requested to use the first two letters of their name and the 8 digits of the sequence number in the PAN field.
Dividend Bank Details OR Date of Birth (DOB)	Enter the Dividend Bank Details or Date of Birth (in dd/mm/yyyy format) as recorded in your demat account or in the company records in order to login. <ul style="list-style-type: none"> • If both the details are not recorded with the depository or company please enter the member id / folio number in the Dividend Bank details field as mentioned in instruction (iv).

- (viii) After entering these details appropriately, click on “SUBMIT” tab.
- (ix) Members holding shares in physical form will then reach directly the EVSN selection screen. However, members holding shares in demat form will now reach ‘Password Creation’ menu wherein they are required to mandatorily enter their login password in the new password field. Kindly note that this password is to be also used by the demat holders for voting for resolutions of any other company on which they are eligible to vote, provided that company opts for e-voting through CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
- (x) For Members holding shares in physical form, the details can be used only for e-voting on the resolutions contained in this Notice.
- (xi) Click on the EVSN for “GEOMETRIC LIMITED” on which you choose to vote.
- (xii) On the voting page, you will see “RESOLUTION DESCRIPTION” and against the same the option “YES/NO” for voting. Select the option “YES” or “NO” as desired. The option “YES” implies that you assent to the Resolution and option “NO” implies that you dissent to the Resolution.

- (xiii) Click on the "Resolutions File Link" if you wish to view the entire Resolutions details.
- (xiv) After selecting the resolution you have decided to vote on, click on "SUBMIT". A confirmation box will be displayed. If you wish to confirm your vote, click on "OK", else to change your vote, click on "CANCEL" and accordingly modify your vote.
- (xv) Once you "CONFIRM" your vote on the resolution, you will not be allowed to modify your vote.
- (xvi) You can also take out print of the voting done by you by clicking on "Click here to print" option on the Voting page.
- (xvii) If Demat account holder has forgotten the changed password then Enter the User ID and the image verification code and click on Forgot Password & enter the details as prompted by the system.
- (xviii) **Shareholders can also cast their vote using CDSL's mobile app m-Voting available for android based mobiles. The m-Voting app can be downloaded from Google Play Store. Apple and Windows phone users can download the app from the App Store and the Windows Phone Store respectively on or after 30th June 2016. Please follow the instructions as prompted by the mobile app while voting on your mobile.**
- (xix) Note for Non – Individual Shareholders and Custodians
- Non-Individual shareholders (i.e. other than Individuals, HUF, NRI etc.) and Custodian are required to log on to www.evotingindia.com and register themselves as Corporates.
 - A scanned copy of the Registration Form bearing the stamp and sign of the entity should be emailed to helpdesk.evoting@cdslindia.com
 - After receiving the login details a Compliance User should be created using the admin login and password. The Compliance User would be able to link the account(s) for which they wish to vote on.
 - The list of accounts linked in the login should be mailed to helpdesk.evoting@cdslindia.com and on approval of the accounts they would be able to cast their vote.
 - A scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favour of the Custodian, if any, should be uploaded in PDF format in the system for the scrutinizer to verify the same.
- (xx) In case you have any queries or issues regarding e-voting, you may refer the Frequently Asked Questions ("FAQs") and e-voting manual available at www.evotingindia.co.in, under help section or write an email to helpdesk.evoting@cdslindia.com

Encl: As above

STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013

ITEM No. 1

1. The Board of Directors of Geometric Limited ("GL" or "Company") at its meeting held on 1st April, 2016 have approved a Composite Scheme of Arrangement and Amalgamation between GL, HCL Technologies Limited ("HL"), 3D PLM Software Solutions Limited ("3DPLM") and their respective shareholders and creditors ("Scheme").
2. The Scheme inter-alia provides for the following:
 - a. Demerger of the IT enabled engineering services, PLM services and engineering design productivity software tools business of GL including its overseas subsidiaries but excluding the shares held by GL in 3D PLM and vesting the same in HL as a going concern with effect from March 31, 2016 ("**Appointed Date**"); and
 - b. Thereafter, subsequent amalgamation of remaining undertaking of GL comprising the shares held by GL in its subsidiary 3D PLM, with 3D PLM from the Appointed Date.

Utilisation of Securities Premium Account

3. Clause 15.2(ii) of the Scheme proposes that the book value of net assets (assets minus liabilities) comprised in the Demerged Business Undertaking transferred to HL shall be adjusted first against the entire Securities Premium Account and then against other identified reserves of the Company.
4. The adjustment against the Securities Premium Account of the Company shall be effected in accordance with provisions of Sections 391 to 394 of the Companies Act, 1956, read with Section 52 of the Companies Act, 2013 and Sections 100 to 103 of the Companies Act, 1956 and any other applicable provisions of law. For giving effect to the above provisions for adjustment of securities premium account, approval of the shareholders by a Special Resolution is required for reduction of securities premium account of the Company by an amount of Rs. [1,412,77,277] in terms of Section 52 read with Section 100 of the Companies Act, 1956 before the Company and 3DPLM file a petition to obtain sanction of the High Court of Judicature at Bombay and HL files a petition to obtain sanction of the Delhi High Court.

5. The proposed utilization of Securities Premium Account of the Company will not cause any prejudice to the creditors of the Company since it does not involve any financial outlay / outgo on the part of the Company. For the sake of clarity, it is specified that the reduction of capital does not involve either the diminution of any liability in respect of unpaid capital or the payment to any shareholder of any paid-up capital. Further, the proposed utilization of Securities Premium Account would not in any way adversely affect the ordinary operations of the Company or the ability of the Company to honor its commitments or to pay its debts in the ordinary course of business.

6. The above restructuring will have no impact on the shareholding pattern and the paid up equity share capital of the Company.

As per the provisions of Section 100 to 103 of the Companies Act, 1956, approval of shareholders would be necessary to adjust the securities premium account of the Company in the manner contemplated above by way of Special Resolution. Hence, the said resolution is proposed to seek your approval.

None of the Directors, Key Managerial Persons of the Company or any relatives of such Director or Key Managerial Persons shall be considered to be concerned or interested in the proposed Special Resolution except to the extent that they have been granted options under the ESOP Plans.

Your Directors recommend passing of these Special Resolutions in the interest of the Company.

ITEM No. 2

As the members may be aware that on implementation of the Scheme, the Unexercised Options (defined below) as per the ESOP SCHEME 2009 – EMPLOYEES, ESOP SCHEME 2011, ESOP SCHEME 2013 – EMPLOYEES, ESOP SCHEME 2013 – DIRECTORS AND ESOP SCHEME 2015 (“**ESOP Plans**”), will be dealt with as set out in the Scheme. Accordingly, it would be necessary to amend the ESOP Plans as per the said Scheme. The gist of amendment in the Scheme is as under:

1. Paragraph 8.5 of the Scheme provides for the treatment of outstanding employee stock options under the ESOP Plans in the following manner:
 - a. All outstanding ESOPs granted under the ESOP Plans shall stand accelerated upon the Scheme being sanctioned by the relevant High Courts. Such acceleration is in accordance with the terms of the respective ESOP Plan since the ESOP Plans provide for acceleration of ESOPs upon change in control of the Company which includes any sale, transfer or other conveyance of all or substantially all of the Company’s assets in one transaction or a series of related transactions;
 - b. Once the Scheme is approved by the High Courts, the employees will have an option to exercise the accelerated options up to 5 Business Days prior to the Effective Date of the Scheme. All employees who exercise such options and hold shares of the Company on the record date will be allotted equity shares of HL and redeemable preference shares of 3DPLM as contemplated under the Scheme;
 - c. In the event that some employees (“**Relevant Employees**”) do not exercise such acceleration options (“**Unexercised Options**”), such options will exercised by an ESOP Trust on behalf of such Relevant Employees utilizing an interest free loan (“**ESOP Loan**”) to be provided by the Company to the ESOP Trust. The Company has, for the above purpose, set up the Geometric Employees Stock Option Trust (“**ESOP Trust**”) to implement the provisions of the Scheme.
 - d. The ESOP Loan shall be transferred to HL as a part of the demerger of the Demerged Business Undertaking (as defined under the Scheme) of the Company to HL under the Scheme. Further, upon coming into effect of the Scheme if the ESOP Trust is a shareholder of the Company as on the Record Date, HL shall issue and allot equity shares to the ESOP Trust and 3DPLM shall issue and allot Redeemable Preference Shares to the ESOP Trust as per the Scheme.
 - e. The ESOP Trust shall, within a reasonable period from the allotment and listing and commencement of trading of the shares so allotted, sell the equity shares of HL and sell / redeem the preference shares of 3DPLM held by it and shall use the proceeds of such sale to repay the ESOP Loan to HL and remit the balance amounts of the proceeds, after deduction of taxes and other expenses, to the Relevant Employees in proportion to their respective entitlement under the ESOP Plans and subject to necessary approvals under applicable law.
 - f. This will ensure that the Unexercised Options do not lapse and the Relevant Employees who have not exercised their options would still get the benefit thereof. This is akin to a cashless exercise of options and is therefore in the interest of the Relevant Employees.
2. It may be noted that the amendments to the ESOP Plans are not prejudicial to the interests of the employees.
3. In terms of Paragraph 8.5.6 of the Scheme, approval of the Scheme is deemed to be approval to (i) the amendment to the ESOP Plans; (ii) setting up of the ESOP Trust; (iii) grant and repayment of the ESOP Loan; and (iv) the implementation of the ESOP Plans and the cashless exercise of the Unexercised Options as per the requirements of the Companies Act, 2013, SEBI ESOP Regulations or any other Applicable Law. As such, while no separate approval of the shareholders of GL would be required in this connection under any Applicable Law, this resolution is being placed before the shareholders as a matter of good corporate governance.

To give effect to this resolution, the Company will set up an ESOP Trust whose details, as referred to under the Disclosures required under the Companies (Share Capital and Debentures) Rules, 2014, below.

None of the Promoters, Directors, Key Managerial Persons of the Company or any relatives of such Director or Key Managerial Persons shall be considered to be concerned or interested in the proposed Special Resolution except to the extent that they have been granted options under the ESOP Plans.

Your Directors recommend passing of these Special Resolutions in the interest of the Company.

Disclosures required under the Companies (Share Capital and Debentures) Rules, 2014:

1. The class of employees for whose benefit the scheme is being implemented and money is being provided for purchase of or subscription to shares is as set out below:

The ESOP Loan is being provided for the benefit of the Relevant Employees who hold the Unexercised Options as described above.

2. The particulars of the trustee or employees in whose favor such shares are to be registered: The securities shall be held in the name of one or more trustees of the ESOP Trust whose names and details are provided below.

3. The particulars of trust and name, address, occupation and nationality of trustees and their relationship with the promoters, directors or key managerial personnel, if any;

- a. Name of the Trust: Geometric Employees Stock Option Trust

- b. Address of the Trust: Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai-400079, Maharashtra, India

- a. Name of the Trustee: Mr. Narendra Pitre

- b. Address of the Trustee: Flat 7, Pavan Apartments, Laxmi Park Colony, Navi Peth, Pune 411030

- c. Occupation of the Trustee: Service

- d. Nationality of the Trustee: Indian

- e. Trustee's relationship with the promoters, directors or key managerial personnel: None

- a. Name of the Trustee: Mr. Milind Shastri

- b. Address of the Trustee: 1349 (A), Sadashiv Peth, Chimanya Ganpati, Pune 411 030

- c. Occupation of the Trustee: Service

- d. Nationality of the Trustee: Indian

- e. Trustee's relationship with the promoters, directors or key managerial personnel: None

- a. Name of the Trustee: Ms. Anwesa Sen

- b. Address of the Trustee: House No 13, Wind Chime Villas, Samrat Ashok Housing Society, Veerbhadranagar, Baner, Pune - 411045

- c. Occupation of the Trustee: Service

- d. Nationality of the Trustee: Indian

- e. Trustee's relationship with the promoters, directors or key managerial personnel: None

4. The detailed particulars of benefits which will accrue to the employees from the implementation of the scheme are as set out below:

The objective of paragraph 8.5.3 of the Scheme is to ensure that the Unexercised Options do not lapse and the Relevant Employees who have not exercised their options would get the benefit thereof. This is akin to a cashless exercise of options and is therefore in the interest of the Relevant Employees.

5. The details about who would exercise and how the voting rights in respect of the shares to be subscribed under the scheme would be exercised:

In line with the requirements of the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, neither the ESOP Trust nor any of its trustees shall exercise voting rights in respect of the shares of the Company held by the ESOP Trust.

ITEM No. 3

The Members may note that upon the consummation of the Composite Scheme of Arrangement and Amalgamation between HCL Technologies Limited, 3D PLM Software Solutions Limited, their respective shareholders and creditors, the Employment Agreement dated May 19, 2015 ("**Employment Agreement**") executed between the Company and Mr. Manu Parpia, the

Managing Director & CEO of the Company, shall stand terminated. The Employment Agreement dated May 19, 2015 was approved by the shareholders at the Annual General Meeting held on July 27, 2015.

In terms of Clause 2.1 of the Employment Agreement dated May 19, 2015 ("**Employment Agreement**"), Mr. Parpia is entitled to receive a payment of Rs. 65 Lakhs in lieu of notice period, amounting to six months' fixed and basic salary.

Further, in terms of Clause [4.3.9] of the Employment Agreement, Mr. Parpia is entitled to a completion bonus of Rs. 50 lakhs on completion of an uninterrupted term of two years. However, if the termination occurs prior to two years for reasons other than non-performance and moral turpitude, the Nomination and Remuneration Committee is entitled to determine the completion bonus payable to Mr. Parpia having regard to his balance term and reasons for separation. Since the termination of the Employment Agreement will occur on account of the consummation of the Composite Scheme of Arrangement and Amalgamation, the Nomination and Remuneration Committee of the Company is recommending a completion bonus of Rs. 50 Lakhs to be paid to Mr. Parpia in terms of Clause [4.3.9] of the Employment Agreement.

Further, it is also proposed to pay an ex-gratia amount of Rs. 35 Lakhs to Mr. Manu Parpia in recognition of Mr. Parpia's devoted services for a significant number of years and in acknowledgement and appreciation of his contribution as a Founder of the Company and in leading the Company to great heights of success.

Accordingly the Nomination and Remuneration Committee has recommended a compensation of Rs. 1.50 Crores, with the following components, payable to Mr. Manu Parpia, Managing Director & CEO upon termination of the Employment Agreement.

- a. Payment in lieu of notice (basic and fixed allowances) of Rs. 65 Lakhs;
- b. Completion bonus of Rs. 50 Lakhs;
- c. Ex-gratia amount of Rs. 35 Lakhs;

In terms of Clause 4.2 of the Employment Agreement, Mr. Parpia is entitled to receive a Variable Performance linked Pay component in the remuneration of Mr. Manu Parpia. This payment is payable for the period commencing from April 1, 2016 and up to the date of closing of the transaction, as contemplated under the Composite Scheme of Arrangement and Amalgamation between Company, HCL Technologies Limited, 3D PLM Software Solutions Limited, their respective shareholders and creditors. The amount of the Variable Pay shall be at target, pro-rated for time and such payout shall be computed, with regard to the performance criteria, already defined by the Nomination and Remuneration Committee. The pro-rating process will be as applicable to all senior leadership members, which has already been communicated to the leadership members.

As per the provisions of Section 197, Schedule V and other applicable provisions of the Companies Act, 2013 read with the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014 (including any statutory modification(s) or re-enactment thereof for the time being in force) approval of the shareholders is being sought for the payment of such compensation to Mr. Manu Parpia, Managing Director & CEO of the Company by way of Ordinary Resolution.

None of the Directors, Key Managerial Persons of the Company or any relatives of such Director or KMPs shall be considered to be concerned or interested in the proposed Special Resolution except Mr. Manu Parpia, Managing Director & CEO of the Company who along with his relatives shall be deemed to be interested in the above resolution.

Your Directors recommend passing of these Resolutions in the interest of the Company.

By Order of the Board of Directors

For Geometric Limited

Sunipa Ghosh

Company Secretary

Membership No.: ACS 22216

Date : July 9, 2016

Place : Mumbai

CIN : L72200MH1994PLC077342

Reg. Address : Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West),
Mumbai-400079, Maharashtra, India

Tel No. : +91.22.2518 9205

Fax No. : +91.22.6705 6891

E-mail : investor-relations@geometricglobal.com

Website : www.geometricglobal.com



GEOMETRIC LIMITED
(CIN: L72200MH1994PLC077342)

Regd. Office: Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai 400 079
E-mail: Investor-relations@geometricglobal.com Website: www.geometricglobal.com
Tel.: +91-22-2518 9205 Fax: +91-22-6705 6891

ATTENDANCE SLIP

Extraordinary General Meeting – Tuesday, August 9, 2016

Members or their proxies are requested to present this form for admission, duly signed in accordance with their specimen signatures registered with the Company.

DP ID		Client ID	
Regd. Folio no.*		No. of Shares	

Name(s) in Full	Father/Husband's Name	Address as regd. with Company
1.		
2.		
3.		

I/We hereby record my/our presence at the Extraordinary General Meeting of Geometric Limited held on Tuesday, August 9, 2016 at 11.30 a.m at Conference Room no 307, 3rd Floor, Godrej & Boyce Manufacturing Co Ltd, Plant 13 (Annexe), Gate No 8 (Industries gate), Pirojshanagar, Vikhroli (East), Mumbai 400079 and/or any adjournment thereof.

Please (✓) in the box

MEMBER PROXY

Member's Signature

Proxy's Signature

*Applicable for the investor holding shares in physical form.

Note :

- Shareholders attending the meeting in person or through proxy are requested to complete this Attendance Slip and hand it over at the attendance verification counter at the entrance of the Meeting hall.
- Bodies Corporate, whether a company or not, who are members, may attend through their authorised representatives appointed under Section 113 of the Companies Act, 2013. A copy of authorisation should be deposited with the Company.



GEOMETRIC LIMITED

(CIN: L72200MH1994PLC077342)

Regd. Office: Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai 400 079

E-mail: Investor-relations@geometricglobal.com Website: www.geometricglobal.com

Tel.: +91-22-2518 9205 Fax: +91-22-6705 6891

Form No. MGT - 11

Proxy Form

(Pursuant to Section 105(6) of the Companies Act, 2013 and Rule 19(3) of the Companies (Management and Administration) Rules, 2014)

Extraordinary General Meeting – Tuesday, August 9, 2016

Name of the Member(s) _____

Registered Address _____

Email Id _____

Folio No. / Client ID

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

DP ID

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I/We being the member(s) of _____, shares of the above named company, hereby appoint

1. **Name** :

Address :

E-mail ID :

Signature : **or failing him/her**

2. **Name** :

Address :

E-mail ID :

Signature : **or failing him/her**

3. **Name** :

Address :

E-mail ID :

Signature :

as my / our proxy to attend and vote (on a poll) for me / us and on my / our behalf at the Extraordinary General Meeting of the Company to be held on Tuesday, August 9, 2016 at 11.30 a.m at Conference Room no 307, 3rd Floor, Godrej & Boyce Manufacturing Co Ltd, Plant 13 (Annexe), Gate No 8 (Industries gate), Pirojshanagar, Vikhroli (East), Mumbai 400079 and at any adjournment thereof in respect of such resolutions set out in the Notice convening the meeting, as are indicated below:



GEOMETRIC LIMITED
(CIN: L72200MH1994PLC077342)

SPECIAL BUSINESS

1. Utilisation of Securities Premium Account.
2. Amendment of the ESOP Scheme 2009 – Employees, ESOP Scheme 2011, ESOP Scheme 2013 – Employees, ESOP Scheme 2013 – Directors and ESOP Scheme 2015.
3. Proposed compensation for Mr. Manu Parpia, Managing Director & CEO.

Signed this day of, 2016

Signature of Shareholder:

Affix Revenue Stamp of not less than Re. 1
--

Signature of Proxyholder (s):

Notes:

1. This form in order to be effective should be duly completed and deposited at the registered office of the Applicant Company not less than 48 hours before the commencement of the Extraordinary General Meeting.
2. A person can act as a proxy on behalf of members not exceeding fifty (50) and holding in aggregate not more than ten percent (10%) of the total share capital of the Applicant Company. In case a proxy is proposed to be appointed by a member holding more than 10% of the total share capital of the Applicant Company carrying voting rights, then such proxy shall not act as a proxy for any other person or member.
3. Those members who have multiple folios with different joint holders may use copies of this Proxy.