

HCL TECHNOLOGIES LIMITED

Corporate Identity Number: L74140DL1991PLC046369
Registered Office: 806, Siddharth, 96, Nehru Place, New Delhi-110019.
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COURT CONVENED MEETING OF THE EQUITY SHAREHOLDERS

Day	Saturday
Date	March 5, 2016
Time	11:00 a.m.
Venue	Sri Sathya Sai International Centre, Bhishma Pitamah Marg, Lodhi Road, New Delhi -110003

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**IN THE HIGH COURT OF DELHI AT NEW DELHI
ORIGINAL JURISDICTION
COMPANY APPLICATION (M) NO. 12 OF 2016**

In the matter of the Companies Act, 1956 and the Companies Act, 2013, to the extent made effective.

AND

In the matter of Sections 391 to 394 of the Companies Act, 1956 read with Rules 67 to 87 of the Companies (Court) Rules, 1959 and the provisions of the Companies Act, 2013 to the extent made effective.

AND

In the matter of the Scheme of Arrangement between HCL Technologies Limited and HCL Comnet Limited and their respective shareholders and creditors.

AND

In the matter of HCL Technologies Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi-110019.

...Transferor Company/ Applicant Company-I

AND

In the matter of HCL Comnet Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi-110019.

...Transferee Company/ Applicant Company-II

(The Transferor Company and the Transferee Company are collectively referred to as "Applicant Companies")

**NOTICE CONVENING MEETING OF THE EQUITY SHAREHOLDERS OF
HCL TECHNOLOGIES LIMITED**

To,

The Equity Shareholders of HCL Technologies Limited (*the "Transferor Company" or "Company" or the "Applicant Company –I", all of which shall have the same meaning*)

TAKE NOTICE that by the order dated January 22, 2016, in the above mentioned Company Application (M) No. 12 of 2016 (*hereinafter referred to as "Order"*), the Hon'ble High Court of Delhi at New Delhi ("**High Court**") has directed that a meeting of the Equity Shareholders of the Applicant Company-I, be convened and held on Saturday, March 5, 2016 at Sri Sathya Sai International Centre, Bishma Pitamah Marg, Lodhi Road, New Delhi 110003 at 11.00 a.m. for the purpose of considering, and if thought fit, to approve, with or without modification(s,) the following resolutions for approving the proposed Scheme of Arrangement between HCL Technologies Limited and HCL Comnet Limited and their respective Shareholders and Creditors (*the "Scheme"*), pursuant to Sections 391 to 394 of the Companies Act, 1956 read with Rules 67 to 87 of the Companies (Court) Rules, 1959 and the provisions of the Companies Act, 2013 to the extent made effective:

"RESOLVED THAT pursuant to the provisions of Sections 391 to 394 of the Companies Act, 1956 read with Rules 67 to 87 of the Companies (Court) Rules, 1959 and the provisions of the Companies Act, 2013 to the extent made effective and subject to the approval of the Hon'ble High Court of Delhi at New Delhi or the National Company Law Tribunal and/or other competent authorities, if any, the Scheme of Arrangement between HCL Technologies Limited ("**Transferor Company" or the "Company"**) and HCL Comnet Limited ("**Transferee Company"**) and their respective shareholders and creditors (*hereinafter referred to as the "Scheme"*), as circulated along with the notice of the meeting be and is hereby approved."

"RESOLVED FURTHER THAT the Board of Directors of the Company (*hereinafter referred to as "the Board", which term shall include any committee constituted by the Board*), be and is hereby authorized to accept and incorporate any modification(s) in the Scheme that may be required, imposed or ordered by the Hon'ble High Court of Delhi at New Delhi and/or other competent authorities, while sanctioning the Scheme, as it deems in its absolute discretion necessary, fit or expedient."

"RESOLVED FURTHER THAT the Board be and is hereby authorized to do all such acts, deeds, matters and things and execute such deeds and documents as it deems in its absolute discretion necessary, fit or expedient for implementation of the Scheme or subject to the approval of the Hon'ble High Court of Delhi, take necessary actions, if required, for withdrawal of the Scheme."

TAKE FURTHER NOTICE that in pursuance of the said Order and as directed therein, notice is hereby given that a meeting of the Equity Shareholders of the Company will be held on Saturday, March 5, 2016 at Sri Sathya Sai International Centre, Bishma Pitamah Marg, Lodhi Road, New Delhi-110003 at 11.00 a.m., at which time and place, you are requested to attend.

TAKE FURTHER NOTICE that you may attend and vote at the said meeting in person or through proxy or through authorized representative, provided that a proxy in the prescribed form, duly signed by you, is deposited at the Registered Office of the Applicant Company-I at 806, Siddharth 96, Nehru Place, New Delhi-110019, not later than 48 (*Forty Eight*) hours prior to the commencement of the said meeting.

TAKE FURTHER NOTICE that the Company will provide its members, a facility to exercise their right to vote on resolutions proposed to be considered at the meeting by remote e-voting process by using the remote e-voting platform of National Securities Depository Limited ('NSDL') and the process and the manner for exercising the votes through remote e-voting process is explained in Notes to this Notice.

The High Court has appointed Ms. Tamali Wad, Advocate to be the Chairman of the said meeting and Mr. Shekhar Kumar, Advocate to be the Alternate Chairman of the said meeting of the Equity Shareholders of the Company.

A copy of the Scheme, Complaints Report, Pre and Post- arrangement (expected) capital structure and shareholding pattern of the Company, Fairness Opinion from Karvy Investor Services Limited dated October 28, 2015, Observation Letters issued by National Stock Exchange of India Ltd. and BSE Limited dated December 29, 2015 and December 30, 2015, respectively, the Explanatory Statement under Section 393 and other applicable provisions of the Companies Act, 1956 read with Rules 67 to 87 of the Companies (Court) Rules, 1959 and the provisions of the Companies Act, 2013, to the extent made effective, a Form of Proxy and Attendance Slip are enclosed herewith.

Date: February 3, 2016:
Place: New Delhi

Sd/-
Tamali Wad
Chairman appointed for the meeting
of the Equity Shareholders of
HCL Technologies Limited

Registered Office:
806, Siddharth,
96, Nehru Place,
New Delhi-110019

Notes:

1. The Equity Shareholders of the Company who hold the equity shares of the Company on January 22, 2016, either in physical or dematerialized form, may attend and vote (*either in person or in Proxy or through Authorized Representative under applicable provisions of the Companies Act, 1956 and the Companies Act, 2013*) at the said meeting.
2. A member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of himself and such proxy need not be a member of the Company. The Form of Proxy duly completed should, however, be deposited at the Registered Office of the Company not less than 48 hours before the commencement of the said meeting. A person can act as proxy on behalf of shareholders not exceeding fifty (50) and/or holding in aggregate not more than ten percent (10%) of the total share capital of the Company carrying voting rights. In case a proxy is proposed to be appointed by shareholder(s) holding more than 10% of the total share capital of the Company carrying voting rights, then such proxy shall not act as proxy for any other person or shareholder. Also, a person who is a minor cannot be appointed as proxy. A blank Proxy form is enclosed with this Notice. All alterations made in the Form of Proxy should be initialed.
3. The authorized representative of a body corporate which is a Equity Shareholder of the Company may attend and vote at the said meeting provided a certified true copy of the resolution of the board of directors or other governing body of the body corporate authorizing such representative to attend and vote at the said meeting is submitted at the meeting.
4. In case of joint holders attending the meeting, joint holder whose name stands first in the Register of Members and in his/ her absence by the next named Member of the Company in respect of such joint holding will be entitled to vote.
5. The Equity Shareholders are requested to hand over the enclosed Attendance Slip, duly signed in accordance with their specimen signature(s) registered with the Company/Depository Participant(s) for admission to the meeting hall.
6. A statement pursuant to Section 393 of the Companies Act, 1956 forms part of this Notice.
7. The Company has made arrangements for casting votes by its Equity Shareholders by remote e-voting process in accordance with Rule 20 of the Companies (Management and Administration) Rules, 2014. The Company has made arrangements with National Securities Depository Limited ('NSDL') for facilitating remote e-voting process.
8. The members of the Company, whose names appear in the Register of Members / list of Beneficial Owners as on the cut-off date i.e. January 22, 2016 may cast their vote electronically on the Resolutions set forth in this Notice as per the instructions for e-voting given hereunder.
9. The remote e-voting commences on March 1, 2016 (9:00 a.m. IST) and ends on March 4, 2016 (5:00 p.m. IST). During this period the members of the Company, holding shares either in physical or in dematerialized form, as on the cut-off date i.e. January 22, 2016 may cast their vote by remote e-voting. The remote e-voting module shall be disabled by NSDL for voting thereafter. Once the vote on a resolution is casted by the member, the member shall not be allowed to change it subsequently.
10. The facility of voting through ballot paper shall be made available at the meeting to those members, who have not casted their vote by remote e-voting. The members who have casted their vote by remote e-voting prior to the meeting may also attend the meeting but shall not be entitled to cast their vote again.
11. The process and manner for remote e-voting is as under:

Voting through electronic means

The physical copy of this Notice is being sent to all the members. In addition, the members whose e-mail id is registered with the Company / Depository Participant(s), an e-mail containing user ID and Password for casting votes by remote e-voting shall be sent by NSDL at the registered e-mail address of the member(s).

The member(s) whose email ID is not registered with the Company/Depository Participants(s), may obtain a login ID and password for casting his /

her vote by remote e-voting by sending a request at evoting@nsdl.co.in or by contacting NSDL at the toll free no.: 1800-222-990.

The member(s) who receives an email from NSDL is advised to take the following steps for casting his / her vote by remote e-voting:

- i. Open email and open PDF file viz; "HCL Technologies e-voting.pdf" with your Client ID or Folio No. as password. The said PDF file contains your user ID and password/PIN for remote e-voting. Please note that the password is an initial password.
- ii. Launch internet browser by typing the following URL: <https://www.evoting.nsdl.com/>.
- iii. Click on "Shareholder - Login".
- iv. Enter user ID and password as initial password/PIN noted in step (i) above. Click Login.
- v. Password change menu appears. Change the password/PIN with new password of your choice with minimum 8 digits/characters or combination thereof. Note new password. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
- vi. Home page of remote e-voting opens. Click on "remote e-voting: Active Voting Cycles".
- vii. Select "E-voting event number" (EVEN-103753) of "HCL Technologies Limited" for casting your vote.
- viii. Now you are ready for remote e-voting as "Cast Vote" page opens.
- ix. Cast your vote by selecting appropriate option and click on "Submit" and also "Confirm" when prompted.
- x. Upon confirmation, the message "Vote cast successfully" will be displayed.
- xi. Once you have voted on the resolution, you will not be allowed to modify your vote.
- xii. Institutional shareholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/ JPG Format) of the relevant Board Resolution/ Authority letter etc. together with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer through e-mail to officenns@gmail.com with a copy marked to evoting@nsdl.co.in.

If a member is already registered with NSDL for remote e-voting, then he/she can use his/her existing user ID and password for casting the vote. If a member forgets the password, the password can be reset by using 'Forgot User Details / Password' option available on www.evoting.nsdl.com or by contacting NSDL at the toll free no.: 1800-222-990.

In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Members and remote e-voting user manual for Members available at the downloads section of www.evoting.nsdl.com or call on toll free no.: 1800-222-990.

12. The poll process shall be conducted and scrutinized and report thereon will be prepared in accordance with Section 109 of the Companies Act, 2013 read with the Companies (Management and Administration) Rules, 2014.
13. Mr. Nityanand Singh, Practicing Company Secretary, (Membership no. FCS: 2668) has been appointed as the Scrutinizer to scrutinize the e-voting process (including the ballot to be cast by the members at the meeting) in a fair and transparent manner.
14. The Scrutinizer shall after the conclusion of voting at the meeting, will first count the votes casted at the meeting and thereafter unblock the votes casted through remote e-voting in the presence of at least two witnesses not in employment of the Company. The Scrutinizer shall submit a consolidated Scrutinizer's Report on the votes casted to the Chairman of the meeting.
15. Route Map of the venue of the meeting is given at the end of the Explanatory Statement.

Enclosure: as above.

**IN THE HIGH COURT OF DELHI AT NEW DELHI
ORIGINAL JURISDICTION
COMPANY APPLICATION (M) NO. 12 OF 2016**

In the matter of the Companies Act, 1956 and the Companies Act, 2013, to the extent made effective.

AND

In the matter of Sections 391 to 394 of the Companies Act, 1956 read with Rules 67 to 87 of the Companies (Court) Rules, 1959 and the provisions of the Companies Act, 2013 to the extent made effective.

AND

In the matter of the Scheme of Arrangement between HCL Technologies Limited and HCL Comnet Limited and their respective shareholders and creditors.

AND

In the matter of HCL Technologies Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi-110019.

...Transferor Company/ Applicant Company-I

AND

In the matter of HCL Comnet Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi-110019.

...Transferee Company/ Applicant Company-II

[The Transferor Company and the Transferee Company are collectively referred to as "Applicant Companies"]

**EXPLANATORY STATEMENT UNDER SECTION 393 OF
THE COMPANIES ACT, 1956 FOR THE COURT CONVENED MEETING OF THE EQUITY
SHAREHOLDERS OF HCL TECHNOLOGIES LIMITED.**

1. Pursuant to the order dated January 22, 2016 passed by the Hon'ble High Court of Delhi at New Delhi ("**High Court**") in the Company Application (M) No. 12 of 2016 (*hereinafter referred to as "Order"*), meeting of the Equity Shareholders of the Company is being convened and held on Saturday, March 5, 2016 at Sri Sathya Sai International Centre, Bhisma Pitamah Marg, Lodhi Road, New Delhi-110003 at 11.00 a.m. for the purpose of considering, and if thought fit, to approve, with or without modification(s), Scheme of Arrangement between HCL Technologies Limited and HCL Comnet Limited and their respective shareholders and creditors (*hereinafter referred to as the "Scheme"*).
2. In pursuance of the Order and as directed therein, the meeting of the Equity Shareholders of the Company to be convened and held on Saturday, March 5, 2016 at Sri Sathya Sai International Centre, Bhisma Pitamah Marg, Lodhi Road, New Delhi -110003 at 11.00 a.m. at which time and place the Equity Shareholders of the Company are requested to attend.
3. The Notice is being sent to all the Members by post and also electronically by e-mail, to those Members who have registered their e-mail IDs with the Company/Depositories, whose names appear in the Register of Members/record of the Depositories at the close of working hours on Friday, January 22, 2016. Resolution shall be passed at the said meeting by way of Poll (i.e. one share, one vote).
4. The Scheme is made under Sections 391 to 394 of the Companies Act, 1956 read with Rules 67 to 87 of the Companies (Court) Rules, 1959 and the provisions of the Companies Act, 2013, to the extent made effective and has been approved by the Board of Directors of the Company in its Board Meeting held on October 16, 17 & 19, 2015 after considering the recommendations of the Audit Committee of the Company.
5. A copy of the Scheme setting out in detail the terms and conditions of the proposed arrangement is enclosed.

6. BACKGROUND

I. HCL Technologies Limited (*hereinafter referred to as "Transferor Company/ Applicant Company-I" or the "Company"*)

1. The Company was incorporated on 12th day of November, 1991 under the name and style of HCL Overseas Limited under the provisions of the Companies Act, 1956. Subsequently, in the year 1994, the name of the Company was changed to HCL Consulting Limited. Thereafter in the year 1999, the name of the Company 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. The registered office of the Company is situated at, 806, Siddharth, 96, Nehru Place, New Delhi-110019.

2. The share capital of the Company as on June 30, 2015 is as under:

Particulars	As at June 30, 2015 (Rs.)
Authorized Share Capital	
1,50,00,00,000 Equity Shares of Rs. 2/- each.	3,00,00,00,000
Total	3,00,00,00,000
Issued, subscribed and paid-up Capital	
1,40,59,78,418 Equity Shares of Rs. 2/- each, fully paid-up	2,81,19,56,836
Total	2,81,19,56,836

There has been an alteration in the share capital structure of the Company from the date mentioned above up to the date of approval of the Scheme by the Board of Directors of the Company on account of allotment of 3,42,280 equity shares of Rs. 2/- each against the exercise of stock options pursuant to the Employees' Stock Option Plan of the Company. Accordingly, the issued, subscribed and paid-up share capital of the Company as on the date of approval by the Board of Directors of the Company is as under:

Particulars	As at October 19, 2015 (Rs.)
Authorized Share Capital	
1,50,00,00,000 Equity Shares of Rs. 2/- each	3,00,00,00,000
Total	3,00,00,00,000
Issued, Subscribed and Paid-up Share Capital	
1,40,63,20,698 Equity Shares of Rs. 2/- each fully paid-up	2,81,26,41,396
Total	2,81,26,41,396

3. The Company primarily derives its revenue from an integrated portfolio of services including Software-led IT solutions, Remote Infrastructure Management, Engineering, R&D Services and Business Process Outsourcing Services. The Company provides holistic, multi-service delivery in key industry verticals including Financial Services, Manufacturing, Consumer Services, Public Services and Healthcare & Life Sciences. The objects for which the Company has been established have been set out in its Memorandum and Articles of Association. The Main Objects, inter-alia, are 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.*
- The equity shares of the Company are listed on the BSE Limited ('BSE') and the National Stock Exchange of India Limited ('NSE'). NSE and BSE have granted no-objection to the Scheme vide their letters dated December 29, 2015 and December 30, 2015, respectively.

II. HCL Comnet Limited (hereinafter referred to as "Transferee Company/Applicant Company-II")

- The Transferee Company was incorporated on 8th day of August, 2001 under the provisions of the Companies Act, 1956. The Transferee Company is a wholly owned subsidiary of the Company. The registered office of the Transferee Company is situated at 806, Siddharth, 96, Nehru Place, New Delhi-110019.
- The share capital of the Transferee Company as on June 30, 2015 is as under:

Particulars	As at June 30, 2015 (Rs.)
Authorized Share Capital	
11,00,000 Equity Shares of Rs. 10/- each.	1,10,00,000
Total	1,10,00,000
Issued , Subscribed and Paid-up Share Capital	
9,49,900 Equity Shares of Rs. 10/- each fully paid-up	94,99,000
Total	94,99,000

There has been no alteration in the share capital structure of the Transferee Company from the date mentioned above till the date of approval of the Scheme by the Board of Directors of the Transferee Company.

- The Transferee Company is currently engaged in providing technology services to customers in India. The Transferee Company provides data communication services which includes trading of satellite and non-satellite based communication equipment such as VSAT, Routers, Switches, Modems etc., application operation services and services related to installation and maintenance of networking equipment. The Transferee Company provides its services across Defence, Financial Services, Government, Telecom, PSU's, Energy and utilities. The objects for which the Transferee Company has been established have been set out in its Memorandum and Articles of Association. The Main Objects, inter-alia, are as under: -

"A. THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED ON ITS INCORPORATION ARE:-

- To carry on in India or elsewhere all or any of the business or businesses of engineers in all or any of the field of electronics, electrical, telecommunications, and designers, assemblers and manufactures of, dealers in, stockists, distributors, representatives, agents, hirers, service providers, repairs, cleaners, stores and leasing of all kind of plants, machinery, equipment, apparatus, implements, parts, components, spares, assembles, sub-assemblies and other devices and scientific or other instruments, precision tools.. moulds and other equipments (including in particular components, satellite communication, fiber optic, radio, micro wave, wireless, landline based switching, transmission, distribution and any other related equipment for data video voice fax and other analog and digital communication, accessories thereof and peripherals thereof, digital products, electronic aids and appliances, hardware and software, for electronic and electro mechanical and other related equipment and other ancillary items) and any other articles, products, by products, material appliances, apparatus and substitutes thereof.*
- To render as principals, agents, contractors or otherwise, technical know-how, consultancy services, training services, data, voice, video and fax communication service provider in the field of electronics and electrical, telecommunication, particularly those requiring use of sophisticated technology including the provision of facilities and collection and dissemination of knowledge and any and all allied activities and/or technological evolutions of any of the above and software development services which shall mean and include all types of software led IT Solutions, remote infrastructure management services, 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 helpdesk services and systems integration services."*
- To conduct, provide, process, control, manage, internet based intelligence services, for ecommerce, m-commerce and e-business and to design plan develop, manage, host website, pay by use, revenue share charging, models, sales marketing and other processing, logistic delivery and support of services remotely or on site.*

....."

- The Board of Directors of the Applicant Companies are of the view that proposed transfer and vesting of the ISIB Undertaking (more particularly defined in the Scheme) belonging to the Transferor Company into the Transferee Company as a going concern would, inter-alia, have the following benefits:
 - simplified and transparent business structure of the Transferor Company and the Transferee Company;
 - more focused management of the Transferor Company and the Transferee Company;
 - greater visibility in the performance of the individual businesses;
 - higher degree of independence as well as accountability with autonomy for each of the business segment;
 - will thrive in achieving and sustaining competitiveness and development of long-term internal and core competencies;
 - will also provide for independent collaboration and expansion without committing the existing organization in its entirety; and
 - will create a platform to enhance financial flexibility to pursue the next stage of growth.
- The Scheme contemplates the transfer of ISIB Undertaking (more particularly defined in the Scheme) of the Transferor Company to the Transferee Company as a going concern for a lump-sum consideration of Rs. 132,00,00,000 (Rupees One Hundred Thirty Two Crores Only) which shall be discharged in cash or any other mode or combination of one or more modes as may be decided by the Board of Directors of each of the Applicant Companies, through the Scheme under Section 391-394 of the Companies Act, 1956, to be approved by the Hon'ble High Court of Delhi.
- The consideration to be paid by the Transferee Company for the transfer and vesting of the ISIB undertaking does not involve issue of any shares. Therefore, no valuation report from any independent valuer for valuing the ISIB Undertaking of the Company has been obtained.
- The Scheme was placed before the Audit Committee of the Transferor Company in its meeting held on October 16, 2015. The Audit Committee concluded that the Scheme would be to the benefit of the Transferor Company and also its shareholders and recommended the Scheme to the Board of Directors of the Transferor Company. The Board of Directors of the Transferor Company in its Board Meeting held on October 16, 17 & 19, 2015 approved the Scheme.

11. The Scheme was placed before the Board of Directors of the Transferee Company at its meeting duly held on September 29, 2015 in which the Scheme was duly approved by the Board of Directors of the Transferee Company.
12. The salient features of the said Scheme are as under:

PART I

4. DEFINITIONS

In this scheme of arrangement, unless inconsistent with the meaning or context, the following expressions shall have the following meaning:

- 4.1. **“Act”** means the Companies Act, 1956 and applicable rules made there under and includes any amendments, statutory re- enactments, and modification thereof from time to time and includes the applicable provisions of the Companies Act, 2013, if any, and applicable rules made there under. In a situation where the relevant provisions of the Companies Act, 2013 are notified prior to the Effective Date (as defined hereinafter) being achieved, this scheme of arrangement shall be deemed to have been passed under the relevant provisions of Companies Act, 2013 and all references to the Act, sections and rules therein shall be deemed to include a reference to the relevant provisions of the Companies Act, 2013 and the rules made thereunder;
- 4.2. **“Applicable Law(s)”** means (a) all applicable statutes, enactments, acts of legislature, laws, ordinances, rules, bye-laws, regulations, Listing Agreements (as defined hereinafter), notifications, guidelines or policies of any Relevant Authority (as defined hereinafter); and (b) administrative interpretations, writs, injunctions, directions, directives, judgments, arbitral awards, decree, orders or governmental approvals of, or agreements with, any Relevant Authority (as defined hereinafter), as may be in force from time to time;
- 4.3. **“Appointed Date”** means July 1, 2015 or such other date as the Board of Directors of the Transferor Company and the Transferee Company deems fit and proper or such other date as the Hon’ble High Court (as defined hereinafter) may direct or such other competent authority, as may be applicable;
- 4.4. **“Board of Directors”** or **“Board”** means Board of Directors of the Transferor Company and the Transferee Company and shall also include any duly constituted committee(s) thereof, if any or any person authorized by the Board of Directors;
- 4.5. **“Companies”** means the Transferor Company and the Transferee Company, referred collectively;
- 4.6. **“Contract(s)”** shall include all contracts, including but not limited to contracts with the customers (a detailed list of the customer Contracts being executed by the ISIB undertaking is annexed hereto as **Schedule 1**) entered into by the Transferor Company pertaining to the ISIB Undertaking (as defined hereinafter) with any Person (as defined hereinafter), agreements, leases, memoranda of undertakings, memoranda of agreement, guarantees, performance guarantees, arrangements, undertakings, deeds, bonds, schemes, arrangements, sales orders, purchase orders or other instruments or understanding of whatsoever nature, whether written or otherwise, to which the Transferor Company is a party, along with all rights, obligations and liabilities pertaining thereto and any other contracts, if any, exclusively pertaining to ISIB Undertaking (as defined hereinafter);
- 4.7. **“Effective Date”** means the last date of the dates on which all conditions and matters referred to in Clause 17 of this Scheme hereof have been fulfilled. References in this Scheme to “upon coming into effect of this Scheme” or “effectiveness of the Scheme” or “the Scheme becoming effective” shall mean the Effective Date;
- 4.8. **“High Court”** or **“Court”** means the High Court of Delhi at New Delhi having jurisdiction in relation to the Companies or such other Court/ bench having jurisdiction over Companies involved in the Scheme, depending on the context and applicability, and the term “High Court” or “Court” shall be interpreted accordingly and shall include National Company Law Tribunal, under the Act, as may be applicable;
- 4.9. **“India System Integration Business”** or **“ISIB Business”** means the India business of IT infrastructure management services involving managing customers and IT assets carried on by the Transferor Company;
- 4.10. **“ISIB Undertaking”** means the ISIB Business of the Transferor Company comprising inter-alia, all the assets and liabilities relating thereto, as on the Appointed Date, which shall mean and include (without limitation):
 - a. All assets (wherever situated), whether movable or immovable, tangible or intangible, leasehold or freehold, including all land, buildings, plant and machinery, offices, capital work in progress, furniture, fixtures, office equipment, investments, current assets, loans and advances, deposits, receivables, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, incentives, bills of exchange, letters of intent and loans and advances appearing in the books of accounts of the Transferor company pertaining to or relatable to the ISIB Business.
 - b. All rights, entitlements, approvals, licenses, registrations, certifications, guarantees, performance guarantees, warranty service entitlements, consents, permissions, brands, logos, engagements, arrangements, municipal permissions, cash balances, financial assets, funds belonging to or proposed to be utilized for the ISIB Business, bank balances, balances with Government, excise department, tax authorities both state and central government bank accounts, security deposits, privileges, recoverable, receivables, advantages, all other rights and benefits, in connection with or relating to the ISIB Business.
 - c. All secured and unsecured debts, liabilities present or future (including contingent liabilities), duties, undertakings and obligations pertaining to the ISIB Business of every kind, nature and description whatsoever and howsoever arising in connection with or relating to the ISIB Business.
 - d. All existing and future contracts, RFPs, bids, responses to EOI, memorandum of understanding, entitlements, industrial and other licenses, municipal permissions, approvals, consents, tenancies in relation to any joint venture or other arrangement which may be entered into by the Transferor company in respect of business relating or incidental to the ISIB Business.
 - e. All the past track record relating to the ISIB Business, including without limitation, the profitability, production volumes, experience, credentials (including awards and accolades), certifications, accreditations and market share pertaining to or relating to the ISIB Business.

- f. All employees of the Transferor Company employed who are substantially engaged in the ISIB Business as identified by the Board of Directors of the Transferor Company.
- g. All records, files, papers, computer programs, manuals, data, catalogues, quotations, sales and advertising materials, label lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form in connection with or relating to the ISIB Business.
- 4.11. **"IT Act"** means the Income Tax Act, 1961, as amended from time to time read with rules and regulations made there under and shall include any statutory modification(s), amendment(s) or re-enactment(s) thereof for the time being in force;
- 4.12. **"Listing Agreement"** means: (a) the listing agreement executed between the Transferor Company and BSE; and (b) listing agreement executed between the Transferor Company and NSE, in each case, as amended from time to time;
- 4.13. **"Person"** includes any individual, trust, entity, joint venture, company, corporation, partnership (whether limited or unlimited), proprietorship or other enterprise, hindu undivided family, union, association of persons, government (central, state or otherwise), or any agency, department, authority or political sub-division thereof, and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees and the beneficiary or beneficiaries from time to time;
- 4.14. **"Relevant Authority"** means any regulatory governmental legislative, administrative, local or supervisory body or banking authority or agency or commission, quasi-regulatory agency or body (including any stock or commodity exchange), or board, bureau, judicial or arbitral body having jurisdiction in India or any part thereof, including but not limited to the stamp authorities, Competition Commission of India, Reserve Bank of India, SEBI (as defined hereinafter), BSE and NSE, along with the authorities before which appeals against the decisions made by any of the foregoing may be brought and shall include the Tax Authority (as defined hereinafter);
- 4.15. **"Remaining Business of Transferor Company"** means all undertakings, businesses, activities and operations of the Transferor Company other than the ISIB Business;
- 4.16. **"SEBI"** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;
- 4.17. **"SEBI Circular"** means Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013 and Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013, each issued by the SEBI, as amended or replaced from time to time;
- 4.18. **"Scheme" or "the Scheme" or "this Scheme"** means this scheme of arrangement in its present form or with any modifications made under Clause 16 of the Scheme as approved or directed by the High Court or any other appropriate authority;
- 4.19. **"Tax Authority"** means any revenue, customs, fiscal, governmental, statutory, state, provincial, local governmental or municipal authority, body or Person responsible for taxing a Person;
- 4.20. **"Transferee Company"** means HCL Comnet Limited, a public limited company incorporated under the provisions of Act, having its registered office situated at 806, Siddharth, 96, Nehru Place, New Delhi-110019. The Transferee Company is the wholly-owned subsidiary of the Transferor Company;
- 4.21. **"Transferor Company"** means HCL Technologies Limited, a public limited company incorporated under the provisions of the Act, having its registered office situated at 806, Siddharth, 96, Nehru Place, New Delhi-110019;

4.22. Interpretation

- a) In this Scheme, unless the context otherwise requires:
- i. words of any gender are deemed to include the other genders;
 - ii. words using the singular or plural number also include the plural or singular number, respectively;
 - iii. the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Scheme or specified clauses, as the case may be;
 - iv. the term "Clause" refers to the specified clause of this Scheme;
 - v. references to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, or to any law which replaces it, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision; and
 - vi. the schedules hereto shall form an integral part of this Scheme.
- b) Headings, sub-headings, italics and bold typeface are only for convenience and shall be ignored for the purposes of Interpretation.

PART II **TRANSFER AND VESTING OF ISIB UNDERTAKING AS** **A GOING CONCERN**

6. TRANSFER AND VESTING OF ISIB UNDERTAKING

- 6.1. Upon coming into effect of this Scheme and with effect from the Appointed Date, the ISIB Undertaking belonging to the Transferor Company shall stand transferred and vested into the Transferee Company, as a going concern without any further act, deed, instrument, matter or thing, together with its assets, properties, liabilities, rights, benefits, obligations, privileges and interests therein, subject to existing charges, if any. The transfer of the ISIB Undertaking under this Scheme shall be in compliance with the IT Act.

- 6.2. Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme, including in relation to the mode of transfer or vesting, all immovable property(ies), if any, relating to the ISIB Undertaking, including tangible assets, land together with building, plant and machinery and structures standing thereon, if any (whether freehold, leasehold, leave and licensed, right of way, tenancies and/or otherwise), capital work-in-progress and all documents of title, receipts and easements in relation thereto, all rights, covenants, continuing rights, title and interest in connection with the said immovable properties shall, unless otherwise agreed between the Companies, be transferred to and stand vested in and/or be deemed to be transferred to and stand vested in the Transferee Company in the mode and manner as prescribed in this Scheme on a going concern basis pursuant to the provisions of Section 391 to 394A of the Act and all other applicable provisions of the Act so as to become, on and from the Appointed Date, the immovable property(ies) including tangible assets, land together with building, plant and machinery and structures standing thereon, if any, of the Transferee Company. Upon the coming into effect of the Scheme, the title to such immovable properties shall be mutated and transferred by Relevant Authorities, in accordance with terms hereof, in favour of the Transferee Company. It is expressly clarified that in so far as any leasehold properties forming part of the ISIB Undertaking, if any, are concerned, the Transferee Company may enter into fresh lease agreements or terminate any lease agreements that are already in existence with any third party.
- 6.3. Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme, including in relation to the mode of transfer or vesting, all rights, obligations, benefits, titles, interest and privileges in the movable, tangible and intangible properties, assets including plant, machinery and equipment, vehicles, bank balances, cash and cash equivalents, all trade receivables (whether billed or unbilled) including but not limited to all loans and advances, whether long-term or short-term, secured or unsecured, recoverable in cash or kind or value to be received including interest accrued thereon, all deposits whether with government or semi government, local authorities or any other institution and bodies, amounts receivables from Central Government/ State Government(s) under any of their scheme/plans, balances recoverable from government authorities, if any, all investments including non-current investments of all kinds either in equity shares of listed or unlisted companies or any other investments, if any, made by the Transferor Company, office equipment's, electrical installations, deferred costs, prepaid expenses, deposits, advance suppliers, employee advances, finance lease receivable, capital advances, offices, inventories including but not limited to computers, software, furniture & fixtures, other current assets, capital work-in-progress, benefits arising of whatsoever nature and wherever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company, intellectual property (whether registered or unregistered), if any, pertaining to the ISIB Undertaking, shall be transferred to and stand vested in and/or be deemed to be transferred to and stand vested in the Transferee Company in the mode and manner as prescribed in this scheme on a going concern basis pursuant to the provisions of Section 391 to 394A of the Act and all other applicable provisions of the Act so as to become, on and from the Appointed Date, the rights, obligations, benefits, titles, interest and privileges of the Transferee Company. It is expressly clarified that all trade receivables due on account of contracts pertaining to the ISIB Business fully executed by the Transferor Company prior to the Appointed Date shall be to the account of the Transferor Company and shall not form part of the ISIB Undertaking and shall not be transferable to the Transferee Company.
- 6.4. All the assets, as mentioned herein above, that have accrued or which may accrue to the Transferor Company pertaining to the ISIB Undertaking on or after the Appointed Date shall pursuant to the provisions of Section 394 and other applicable provisions of the Act and without any further act, instrument or deed, be transferred to and stand vested in and/or be deemed to have been transferred to and stand vested in and be available to the Transferee Company upon the Scheme becoming effective.
- 6.5. Upon the Scheme becoming effective, in respect of such of the assets, as mentioned herein above, of the Transferor Company pertaining to the ISIB Undertaking as are movable in nature and are capable of being transferred by manual delivery or transferring possession or by endorsement and/ or delivery shall be transferred as such with the end and intent that the property therein upon such transfer become the property, assets, rights, title, obligations, privileges, benefits, interest and authorities of the Transferee Company in pursuance of section 394 and other applicable provisions of the Act without any further act, instrument or deed.
- 6.6. With effect from the Appointed Date and upon coming to effect of the Scheme:
- a) All licenses, contracts, rights, claims, including refund claims lying with any Relevant Authority which may accrue to the Transferor Company pertaining to the ISIB Undertaking, if any, shall, pursuant to the provisions of section 394 and other applicable provisions of the Act, without any further act, instrument or deed, shall stand transferred to and vested in and/ or be deemed to have been transferred to and stand vested in and be available to the Transferee Company. The Transferee Company shall file the relevant intimations, if required, for the record of the Relevant Authority who shall take them on file and record the change of the name pursuant to this Scheme becoming effective.
 - b) The entire taxes, direct and indirect or any other taxes, including but not limited to prepaid taxes being tax deducted at source (TDS)/advance tax, MAT credits, sales tax, value added tax (VAT) and also self-assessment taxes, if any, paid by the Transferor Company under the IT Act or any other statute, pertaining to the ISIB Business for the period commencing from the Appointed Date, shall be deemed to be the taxes paid by or for the benefit of the Transferee Company and credit for such taxes shall be allowed to the Transferee Company notwithstanding that certificates or challans or orders for such taxes are in the name of the Transferor Company and not in the name of the Transferee Company. The Transferee Company shall, after the Effective Date, be entitled to file with the Relevant Authority the relevant return(s) as required under the IT Act or under Applicable Laws for the period after the Appointed Date notwithstanding that the period for filing such return may have elapsed. Further, the Companies shall, after the Effective Date, be entitled to revise the relevant returns, if any, filed by the Transferor Company for any relevant year, if so necessitated or consequent to this Scheme, notwithstanding that the time prescribed for such revision may have elapsed.
 - c) all kinds of intellectual property rights, if any, (whether or not registered) with the Relevant Authority concerned or applications submitted at any time on or before the Effective Date by the Transferor Company or by the employees / officers / directors of the Transferor Company for the benefit or which may pertain to the ISIB Undertaking, if any, shall stand transferred to and vested along with all the undertakings in the name of the Transferee Company without any further act, instrument or deed.
 - d) The past track record of the Transferor company relating to the ISIB Business, including without limitation, the profitability, production volumes, experience, credentials and market share, shall be deemed to be the track record of the Transferee Company for all commercial and regulatory purposes including for the purpose of eligibility, standing, evaluation and participation of the Transferee Company in all existing and future bids, tenders and contracts of all authorities, agencies and clients.
 - e) Upon the Scheme becoming effective, all bids/tenders made or applied for by the Transferor Company pertaining to the ISIB Business before any third party or any other Person shall be assigned/transferred/novated to the Transferee Company by the Transferor

Company without requiring any further act, instrument or deed and the same shall not require any approval from any third party or any other Person. The relevant intimation(s) of the aforesaid shall be given by the Companies, as may be required, to any third party or any other Person before whom the bid/tender is made or applied for. It is expressly clarified that until the time the said bids/tenders are not assigned/transferred/novated, the Transferor Company, if so authorized by the applicable laws, bye-laws, regulations, rules etc. for the time being in force of any third party or any other Person before whom the bid is made, shall execute the job for and on behalf of the Transferee Company and shall on regular basis transfer all properties, rights and obligations thereof to the Transferee Company.

- f) Upon the Scheme becoming effective and until the time the contracts and licenses pertaining to the ISIB Undertaking are not transferred (either by way of novation or assignment or endorsed or otherwise) by the Relevant Authority in the name of the Transferee Company, the Transferor Company shall carry on the business pertaining to the ISIB Undertaking on behalf of and in trust for the Transferee Company. It is expressly clarified that any income, privilege, obligations, rights, entitlements, losses, benefits, expenditure etc., occurring after the Effective Date and until the time the Contracts and licenses pertaining to the ISIB Undertaking are not transferred in favour of the Transferee Company, shall on regular basis be passed on by the Transferor Company to the Transferee Company.
- g) Upon the Scheme becoming effective and until such time the names of the bank accounts of the Transferor Company in relation to the ISIB Undertaking, if any, are replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in relation to the ISIB Undertaking, in so far as may be necessary. The banks shall continue to honour the cheques, other negotiable instruments, payment orders and instructions issued/ signed by the Transferor Company or signed by the existing signatories of the Transferor Company for payment after the Effective Date. Similarly, all cheques and other negotiable instruments received in the name of the Transferor Company in relation to the ISIB Undertaking, w.e.f. the Effective Date and until such time shall be for and on account of the Transferee Company and accordingly to be accepted by the bankers of the Transferor Company and credited to the account of the Transferee Company.

6.7. Upon coming into effect of the Scheme and with effect from the Appointed Date:

- a) All secured or unsecured debts, liabilities including but not limited to deferred tax liabilities, contingent liabilities, current liabilities, non-current liabilities, statutory payables, TDS payable, expenses payable and other current liabilities or other advances received, whether disclosed or undisclosed, whether accounted for in the books of accounts or not, duties, taxes, statutory expenses, short-term and long-term provisions and obligations, if any, of the Transferor Company along with any charge, encumbrance, lien or security thereon, if any, in relation to the ISIB Undertaking shall also be vested or deemed to be vested, without any further act, instrument or deed, to the Transferee Company, pursuant to the provisions of Section 394 and other applicable provisions of the Act so as to become the debts, liabilities, duties and obligations of the Transferee Company. Further, it shall not be necessary to obtain separate consent of any Person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.
- b) Where any of the debts, liabilities, obligations and duties of the Transferor Company pertaining to the ISIB Undertaking on the Appointed Date transferred to the Transferee Company have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.
- c) All loans raised and utilized and all debts whether by way of debentures, bank loan or otherwise, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Company in relation to the ISIB Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of the Scheme, pursuant to the provisions of Section 394 and other applicable provisions of the Act, without any further act, instrument or deed shall stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company.

6.8. Upon the Scheme becoming effective subject to Applicable Laws, all license(s), permission(s), approval(s), registration(s) with any Relevant Authority, wherever applicable, and/or consents held by the Transferor Company pertaining to the ISIB Undertaking, and not surrendered, shall stand vested in the Transferee Company, with effect from the Appointed Date, without any further act, deed, instrument, matter or thing and shall be appropriately registered with the concerned Relevant Authority in favour of the Transferee Company. The benefits of all license(s), permission(s), approval(s), registration(s) with any Relevant Authority pertaining to the ISIB Undertaking, wherever applicable to the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme becoming effective. However, if any license(s), permission(s), approval(s), registration(s) with any Regulatory Authority, wherever applicable, and/or consents held by the Transferor Company pertaining to ISIB Undertaking that are not required by the Transferee Company, will, if required, under Applicable Laws, be cancelled or surrendered by the Transferor Company.

6.9. It is expressly clarified that in case any question arises as to whether any particular asset or liability, as mentioned above and/or employee pertains or does not pertain to the ISIB Undertaking or even pertains to ISIB Business but whether or not forms part of the ISIB Undertaking, the same shall be decided by mutual agreement between the Board of Directors of the Companies or any other person authorised by the Board in that behalf.

7. CONSIDERATION

- 7.1. Subject to the terms and conditions of this Scheme and as may be determined by the Board of Directors of the Companies, in consideration for the transfer and vesting of the ISIB Undertaking on going concern basis by the Transferor Company to the Transferee Company in terms of this Scheme, the Transferee Company shall be required to pay consideration of INR 132 Crores (Indian National Rupees One Hundred Thirty Two Crores).
- 7.2. The Consideration as stated above in clause 7.1 of the Scheme shall upon the Scheme becoming effective, be paid in cash unless otherwise agreed to be discharged in any other mode or combination of one or more modes by the Board of Directors of the Companies.

....."

9. EMPLOYEES

- 9.1. Upon the Scheme becoming effective, all staff, workmen and employees engaged in ISIB Business of the Transferor Company on the Effective Date shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Appointed Date without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferor Company shall not be less favourable than those applicable to them in the Transferor Company on the Effective Date.

- 9.2 It is expressly stated that the Transferee Company agrees that the services of all such employees with the Transferor Company up to the Effective Date shall be taken into account for the purposes of all retirement benefits to which they may be eligible in the Transferor Company on the Effective Date. Further, it is expressly clarified that all the employees so transferred pursuant to the Scheme becoming effective and to whom employees' stock options ("ESOPs") pertaining to equity shares of the Transferor Company have been vested shall continue to be eligible to exercise the rights vested with them in respect of the ESOPs.
- 9.3 It is expressly clarified that upon the Scheme becoming effective, all employees of Transferor Company who have been transferred with the ISIB Business to the Transferee Company will contribute to the Provident Fund, or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen of the Transferee Company by the Transferee Company. All existing amounts, whether paid or outstanding, under the Provident Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen of the Transferor Company, pertaining to the employees being transferred with the ISIB Business to the Transferee Company, shall at an appropriate stage be transferred to the relevant funds of Transferee Company subject to the required approval/intimation to the Provident Fund Authorities and/or other appropriate authorities, if any and until such time, shall be maintained separately by the Transferor Company. The Board of Directors of the Transferee Company and the Trustees of the respective Trusts of the Transferee Company shall be entitled to take all steps as may be prudently necessary to implement the above. Further, the services of the employees of the Transferor Company transferred with the ISIB Business to the Transferee Company will be treated as having been continuous for the purpose of the aforesaid schemes/fund.
- 9.4 It is expressly provided that, upon the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees of the Transferor Company shall become the trusts/ funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company.
- 9.5 The Transferee Company will file the relevant intimations with the Relevant Authorities concerned, for actions arising out of Clause 9.3, who shall take the same on record and endorse the name of the Transferee Company in place of Transferor Company.

....."

12. ACCOUNTING TREATMENT

12.1. Accounting treatment in the books of the Transferor Company:

Upon the Scheme becoming effective, the Transferor Company shall account for the Scheme and its effects in its books of account with effect from the Appointed Date as under:

- a) The assets and liabilities of the Transferor Company shall stand reduced to the extent of value of the ISIB Undertaking transferred to the Transferee Company.
- b) The Transferor Company shall record the amount of Consideration as "Receivable from the Transferee Company" in its books of accounts. On receipt of Consideration from the Transferee Company, either by way of cash or in any other mode as the Board of the Companies mutually agree, the Consideration so received shall be appropriately recorded in the books of account of the Transferor Company as per the prevalent accounting standards as applicable to the Transferor Company.

....."

12.2. Accounting treatment in the books of the Transferee Company:

Upon the Scheme becoming effective, the Transferee Company shall account for the Scheme and its effects in its books of account with effect from the Appointed Date as under:

- a) All the assets and liabilities related to the ISIB Undertaking as appearing in the books of accounts of the Transferor Company as on the Appointed Date shall stand transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company, as per the applicable accounting standards and as determined by the Board;
- b) The excess or deficit in the value of assets so recorded, if any, by the Transferee Company over: (a) the liabilities of the ISIB Undertaking so recorded by the Transferee Company or vice versa and (b) the consideration as detailed in Clause 7.1 of this Scheme paid by the Transferee Company to the Transferor Company shall be appropriated in the books of the Transferee Company either as capital reserve or goodwill, if required.

....."

14. REMAINING BUSINESS TO CONTINUE WITH TRANSFEROR COMPANY

- 14.1. The Remaining Business and all assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Transferor Company.
- 14.2. All legal, taxation or other proceedings whether civil or criminal by or against the Transferor Company under any statute or Applicable Law, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Transferor Company in respect of the Remaining Business) shall be continued and enforced by or against the Transferor Company after the Effective Date. The Transferee Company shall not in any event be responsible or liable in relation to any such legal, taxation or other proceeding against the Transferor Company, which may relate to the Remaining Business.
- 14.3. If proceedings are taken against the Transferee Company in respect of the matters referred to under clause 14.2 above, it shall defend the same in accordance with the advice of the Transferor Company and at the cost of the Transferor Company, and the latter shall reimburse and indemnify the Transferee Company against all liabilities and obligations incurred by the Transferee Company in respect thereof.

- 14.4. *With effect from the Appointed Date and up to and including the Effective Date:*
- a) *the Transferor Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business for and on its own behalf;*
 - b) *all profits accruing to the Transferor Company thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Transferor Company; and*
 - c) *All assets and properties acquired by the Transferor Company in relation to the Remaining Business on and after the Appointed Date shall belong to and continue to remain vested in the Transferor Company.*

PART III

GENERAL TERMS AND CONDITIONS

15. APPLICATION TO HIGH COURT

- 15.1. *The Transferor Company and the Transferee Company shall file necessary applications / petitions before the High Court under section 391 to 394 of the Act and other applicable provisions, if any under the Act or Applicable Laws, for the sanction of this Scheme.*

16. MODIFICATIONS/AMENDMENTS TO THE SCHEME

- 16.1. *The Transferor Company and the Transferee Company by their respective Board, may assent to/ make and/or consent to any modifications/ amendments to this Scheme or to any conditions or limitations that the High Court and/or any other Relevant Authority or Person under any Applicable Law(s) may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate by them. The Companies by their respective Board's be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions of law or otherwise, whether by reason of any directive or orders of Relevant Authority or otherwise however arising out of or under or by virtue of the Scheme and/ or any matter concerned or connected therewith.*
- 16.2. *It is expressly clarified that the term Relevant Authority, under Clause 16.1 above, save as otherwise provided in this Scheme, shall specifically include BSE and NSE with which the Transferor Company shall file a copy of this Scheme along with other documents as specified under the Listing Agreement.*

If any part of this Scheme is considered invalid, ruled illegal by any court of a competent jurisdiction or Relevant Authority, or unenforceable under present or future law(s), then such part shall be severable from the remainder of the Scheme, and the Scheme shall not be given effect, unless the deletion of such part shall cause this Scheme to become materially adverse to any of the Companies or their respective members or creditors, in which case the Scheme will be modified to such extent, as will best preserve for them the benefits and obligations of the Scheme, including but not limited to such part.

17. CONDITIONALITY OF THE SCHEME

- 17.1. *The Scheme is and shall be conditional upon and subject to:*
- a) *The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and/or creditors and/or any class thereof of the Transferor Company and the Transferee Company as prescribed under the Act, Listing Agreement and/or SEBI Circulars or as may be directed by the High Court or any other Relevant Authority as may be applicable except to the extent as may be waived by the Court and/or Relevant Authority as may be applicable.*
 - b) *The approval of the public shareholders of the Transferor Company in accordance with the provisions of the SEBI Circulars issued in this behalf, if required.*
 - c) *The sanction of this Scheme by the High Court under Section 391 to 394 and other applicable provisions of the Act.*
 - d) *Certified copy of the order of the High Court sanctioning the Scheme being filed with the Registrar of Companies, National Capital Territory of Delhi and Haryana by the Companies.*
 - e) *The requisite(s), consent(s), approval(s) or permission(s) of Stock Exchanges, if any, which in terms of the SEBI Circulars or Listing Agreement may be necessary for the implementation of this Scheme.*

.....”

The aforesaid are only salient features of the Scheme. The complete Scheme has been enclosed herewith.

13. *Upon the Scheme becoming effective, the assets and liabilities pertaining to the ISIB Undertaking of the Company shall be reduced from the books of accounts of the Company to the extent of value of the ISIB Undertaking transferred to the Transferee Company and the Company shall record the consideration as “Receivables from the Transferee Company” which shall be appropriately recorded in the books of accounts of the Company after receipt of the same from the Transferee Company, as per the prevailing accounting standards applicable to the Company.*
14. *The Scheme is not intended to grant any benefit, to the Directors or Key Managerial Personnel of the Applicant Companies.*
15. *No investigation proceedings against the Company under Sections 237, 243, 247 (to the extent not repealed), 248, 249, 250 and 251 of the Companies Act, 1956, and Sections 210, 214, 215, 216 (to the extent applicable), 217, 219, 220, 223, 224 (to the extent applicable), 225 and Section 228 of the Companies Act, 2013 are pending.*
16. *The Applicant Companies have filed joint company application for the approval of the Scheme before the Hon'ble High Court of Delhi.*

17. The proposed Scheme is in the best interests of the Applicant Companies and their respective shareholders and creditors.
18. The copies of the documents mentioned below are available for inspection at the Registered Office of the Company during business hours i.e 10:00 a.m. to 01:00 p.m. on all working days except Saturdays, Sundays and public holidays, prior to the date of the meeting and at the venue of the meeting on Saturday, March 5, 2016 at Sri Sathya Sai International Centre, Bhishma Pitamah Marg, Lodhi Road, New Delhi - 110003 from 10.00 a.m. upto the conclusion of the meeting.
 - a) Copy of the order dated January 22, 2016 passed by Hon'ble High Court of Delhi at New Delhi passed in Company Application (M) No. 12 of 2016 directing the convening of the meeting of the Equity Shareholders of the Company;
 - b) Scheme of Arrangement between HCL Technologies Limited and HCL Comnet Limited and their respective shareholders and creditors;
 - c) Memorandum and Articles of Association of the Company and Transferee Company;
 - d) Audited Financial Statements of the Company and the Transferee Company for the financial year ended June 30, 2015 ;
 - e) Observation Letters dated December 30, 2015 and December 29, 2015 from the BSE Limited and National Stock Exchange of India Ltd. respectively, granting no objection to the Scheme of Arrangement to the Transferor Company and the Transferee Company and their respective shareholders and creditors;
 - f) Fairness Opinion Report from Karvy Investor Services Limited dated October 28, 2015 in terms of Clause 24 of the Listing Agreement;
 - g) Complaints Report dated November 28, 2015 filed with the Stock Exchange (s).
19. This Explanatory Statement may be treated as a statement under Section 393 of the Companies Act, 1956.
20. A copy of the Scheme, Explanatory Statement, Form of Proxy and Attendance Slip may be obtained free of charge during business hours i.e 10.00 a.m. to 5.00 p.m. on all working days except Saturdays, Sundays and public holidays from the Registered Office of the Company. and the same can also be downloaded from the website of the Company www.hcltech.com. or may be obtained from the office of our Advocates, Vaish Associates, 11th Floor, Mohan Dev Building, Tolstoy Marg, New Delhi-110001.

Sd/-

Tamali Wad

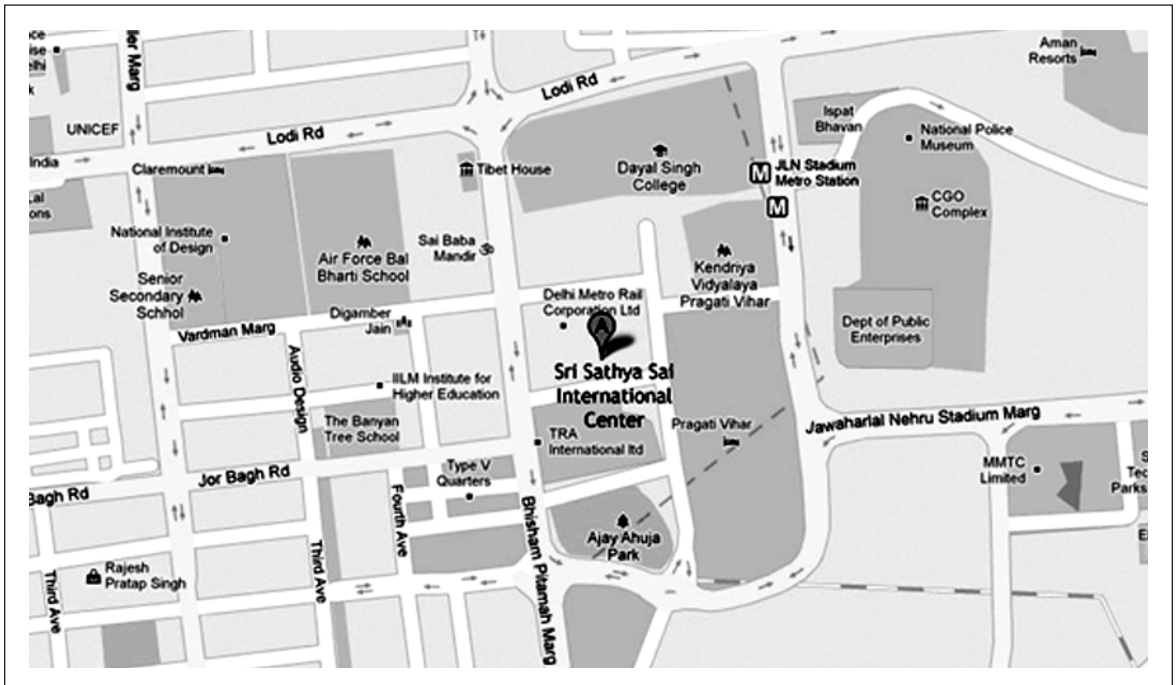
Chairperson appointed for the meeting
of the Equity Shareholders of HCL
Technologies Limited

Date: February 3, 2016

Place: New Delhi

Registered Office:
806, Siddharth,
96, Nehru Place,
New Delhi-110019

ROUTE MAP TO THE MEETING VENUE



**SCHEME OF ARRANGEMENT
BETWEEN
HCL TECHNOLOGIES LIMITED
AND
HCL COMNET LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

PREAMBLE

This scheme of arrangement is presented under Sections 391 to 394 of the Companies Act, 1956 read with applicable provisions of the Companies Act, 2013, to the extent made effective, and the rules made thereunder for the transfer and vesting of the ISIB Undertaking (as defined hereinafter) of HCL Technologies Limited (“Transferor Company”) into HCL Comnet Limited (“Transferee Company”), a wholly-owned subsidiary of the Transferor Company as a going concern.

1. BACKGROUND

- 1.1. The Transferor Company was originally incorporated on November 12, 1991 under the name and style of HCL Overseas Limited under the provisions of the Act (as defined hereinafter). Subsequently, in the year 1994, the name of the Transferor Company was changed to HCL Consulting Limited. Thereafter, the name of the Transferor Company 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. The registered office of the Transferor Company is situated in the State of Delhi. Currently, the Transferor Company primarily derives its revenue from an integrated portfolio of services including Software-led IT solutions, Remote Infrastructure Management, Engineering, R&D Services and Business Process Outsourcing Services. The Transferor Company provides holistic, multi-service delivery in key industry verticals including Financial Services, Manufacturing, Consumer Services, Public Services and Healthcare & Life Sciences. The equity shares of the Transferor Company are listed on BSE Limited (“BSE”) and National Stock Exchange of India Ltd (“NSE”).
- 1.2. The Transferee Company is an unlisted public limited company incorporated on August 8, 2001 under the provisions of the Act (as defined hereinafter) having its registered office situated in the State of Delhi. The Transferee Company is a wholly owned subsidiary of the Transferor Company. The Transferee Company is currently engaged in providing technology services to customers in India. The Transferee Company provides data communication services which includes trading of satellite and non-satellite based communication equipment such as VSAT, Routers, Switches, Modems etc., application operation services and services related to installation and maintenance of networking equipment. The Transferee Company provides its services across Defence, Financial Services, Government, Telecom, PSU’s, Energy and utilities.

2. RATIONALE AND BENEFITS

The Boards of Directors (as defined hereinafter) of the Companies (as defined hereinafter) are of the view that proposed transfer and vesting of the ISIB Undertaking (as defined hereinafter) belonging to the Transferor Company into the Transferee Company as a going concern would, *inter-alia*, have the following benefits:

- a) simplified and transparent business structure of the Transferor Company and the Transferee Company;
- b) more focussed management of the Transferor Company and the Transferee Company;
- c) greater visibility in the performance of the individual businesses;
- d) higher degree of independence as well as accountability with autonomy for each of the business segment;
- e) will thrive in achieving and sustaining competitiveness and development of long-term internal and core competencies;
- f) will also provide for independent collaboration and expansion without committing the existing organization in its entirety; and
- g) will create a platform to enhance financial flexibility to pursue the next stage of growth.

3. PARTS OF THE SCHEME

This scheme of arrangement is divided into the following parts:

- 3.1. **PART I** deals with the definitions and share capital of the Transferor Company and the Transferee Company;
- 3.2. **PART II** sets out the provisions with respect to transfer and vesting of ISIB undertaking (as defined hereinafter) on going concern basis to the Transferee Company;
- 3.3. **PART III** deals with general terms and conditions applicable to this scheme of arrangement.

PART I

4. DEFINITIONS

In this scheme of arrangement, unless inconsistent with the meaning or context, the following expressions shall have the following meaning:

- 4.1. “Act” means the Companies Act, 1956 and applicable rules made thereunder and includes any amendments, statutory re- enactments, and modification thereof from time to time and includes the applicable provisions of the Companies Act, 2013, if any, and applicable rules made there under. In a situation where the relevant provisions of the Companies Act, 2013 are notified prior to the Effective Date (as defined hereinafter) being achieved, this scheme of arrangement shall be deemed to have been passed under the relevant provisions of Companies Act, 2013 and all references to the Act, sections and rules therein shall be deemed to include a reference to the relevant provisions of the Companies Act, 2013 and the rules made thereunder;

- 4.2. **“Applicable Law(s)”** means (a) all applicable statutes, enactments, acts of legislature, laws, ordinances, rules, bye-laws, regulations, Listing Agreements (*as defined hereinafter*), notifications, guidelines or policies of any Relevant Authority (*as defined hereinafter*); and (b) administrative interpretations, writs, injunctions, directions, directives, judgments, arbitral awards, decree, orders or governmental approvals of, or agreements with, any Relevant Authority (*as defined hereinafter*), as may be in force from time to time;
- 4.3. **“Appointed Date”** means July 1, 2015 or such other date as the board of directors of the Transferor Company and the Transferee Company deems fit and proper or such other date as the Hon’ble High Court (*as defined hereinafter*) may direct or such other competent authority, as may be applicable;
- 4.4. **“Board of Directors”** or **“Board”** means Board of Directors of the Transferor Company and the Transferee Company and shall also include any duly constituted committee(s) thereof, if any or any person authorized by the Board of Directors;
- 4.5. **“Companies”** means the Transferor Company and the Transferee Company, referred collectively;
- 4.6. **“Contract(s)”** shall include all contracts, including but not limited to contracts with the customers (a detailed list of the customer Contracts being executed by the ISIB undertaking is annexed hereto as **Schedule 1**) entered into by the Transferor Company pertaining to the ISIB Undertaking (*as defined hereinafter*) with any Person (*as defined hereinafter*), agreements, leases, memoranda of undertakings, memoranda of agreement, guarantees, performance guarantees, arrangements, undertakings, deeds, bonds, schemes, arrangements, sales orders, purchase orders or other instruments or understanding of whatsoever nature, whether written or otherwise, to which the Transferor Company is a party, along with all rights, obligations and liabilities pertaining thereto and any other contracts, if any, exclusively pertaining to ISIB Undertaking (*as defined hereinafter*);
- 4.7. **“Effective Date”** means the last date of the dates on which all conditions and matters referred to in Clause 17 of this Scheme hereof have been fulfilled. References in this Scheme to “upon coming into effect of this Scheme” or “effectiveness of the Scheme” or “the Scheme becoming effective” shall mean the Effective Date;
- 4.8. **“High Court”** or **“Court”** means the High Court of Delhi at New Delhi having jurisdiction in relation to the Companies or such other Court/ bench having jurisdiction over Companies involved in the Scheme, depending on the context and applicability, and the term “High Court” or “Court” shall be interpreted accordingly and shall include National Company Law Tribunal, under the Act, as may be applicable;
- 4.9. **“India System Integration Business”** or **“ISIB Business”** means the India business of IT infrastructure management services involving managing customers and IT assets carried on by the Transferor Company;
- 4.10. **“ISIB Undertaking”** means the ISIB Business of the Transferor company comprising inter-alia, all the assets and liabilities relating thereto, as on the Appointed Date, which shall mean and include (without limitation):
- All assets (wherever situated), whether movable or immovable, tangible or intangible, leasehold or freehold, including all land, buildings, plant and machinery, offices, capital work in progress, furniture, fixtures, office equipment, investments, current assets, loans and advances, deposits, receivables, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, incentives, bills of exchange, letters of intent and loans and advances appearing in the books of accounts of the Transferor company pertaining to or relate to the ISIB Business.
 - All rights, entitlements, approvals, licenses, registrations, certifications, guarantees, performance guarantees, warranty service entitlements, consents, permissions, brands, logos, engagements, arrangements, municipal permissions, cash balances, financial assets, funds belonging to or proposed to be utilized for the ISIB Business, bank balances, balances with Government, excise department, tax authorities both state and central government bank accounts, security deposits, privileges, recoverable, receivables, advantages, all other rights and benefits, in connection with or relating to the ISIB Business.
 - All secured and unsecured debts, liabilities present or future (including contingent liabilities), duties, undertakings and obligations pertaining to the ISIB Business of every kind, nature and description whatsoever and howsoever arising in connection with or relating to the ISIB Business.
 - All existing and future contracts, RFPs, bids, responses to EOI, memorandum of understanding, entitlements, industrial and other licenses, municipal permissions, approvals, consents, tenancies in relation to any joint venture or other arrangement which may be entered into by the Transferor company in respect of business relating or incidental to the ISIB Business.
 - All the past track record relating to the ISIB Business, including without limitation, the profitability, production volumes, experience, credentials (including awards and accolades), certifications, accreditations and market share pertaining to or relating to the ISIB Business.
 - All employees of the Transferor Company employed who are substantially engaged in the ISIB Business as identified by the Board of Directors of the Transferor Company.
 - All records, files, papers, computer programs, manuals, data, catalogues, quotations, sales and advertising materials, label lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form in connection with or relating to the ISIB Business.
- 4.11. **“IT Act”** means the Income Tax Act, 1961, as amended from time to time read with rules and regulations made there under and shall include any statutory modification(s), amendment(s) or re-enactment(s) thereof for the time being in force;
- 4.12. **“Listing Agreement”** means: (a) the listing agreement executed between the Transferor Company and BSE; and (b) listing agreement executed between the Transferor Company and NSE, in each case, as amended from time to time;
- 4.13. **“Person”** includes any individual, trust, entity, joint venture, company, corporation, partnership (whether limited or unlimited), proprietorship or other enterprise, hindu undivided family, union, association of persons, government (central, state or otherwise), or any agency, department, authority or political sub-division thereof, and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees and the beneficiary or beneficiaries from time to time;
- 4.14. **“Relevant Authority”** means any regulatory governmental legislative, administrative, local or supervisory body or banking authority or agency or commission, quasi-regulatory agency or body (*including any stock or commodity exchange*), or board, bureau, judicial or arbitral body having jurisdiction in India or any part thereof, including but not limited to the stamp authorities, Competition Commission of India, Reserve Bank of India, SEBI (*as defined hereinafter*), BSE and NSE, along with the authorities before which appeals against the decisions made by any of the foregoing may be brought and shall include the Tax Authority (*as defined hereinafter*);

- 4.15. **“Remaining Business of Transferor Company”** means all undertakings, businesses, activities and operations of the Transferor Company other than the ISIB Business;
- 4.16. **“SEBI”** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;
- 4.17. **“SEBI Circular”** means Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013 and Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013, each issued by the SEBI, as amended or replaced from time to time;
- 4.18. **“Scheme” or “the Scheme” or “this Scheme”** means this scheme of arrangement in its present form or with any modifications made under Clause 16 of the Scheme as approved or directed by the High Court or any other appropriate authority;
- 4.19. **“Tax Authority”** means any revenue, customs, fiscal, governmental, statutory, state, provincial, local governmental or municipal authority, body or Person responsible for taxing a Person;
- 4.20. **“Transferee Company”** means HCL Comnet Limited, a public limited company incorporated under the provisions of Act, having its registered office situated at 806, Siddharth 96, Nehru Place, New Delhi-110019. The Transferee Company is the wholly-owned subsidiary of the Transferor Company;
- 4.21. **“Transferor Company”** means HCL Technologies Limited, a public limited company incorporated under the provisions of the Act, having its registered office situated at 806, Siddharth 96, Nehru Place, New Delhi-110019;

4.22. Interpretation

- a) In this Scheme, unless the context otherwise requires:
- words of any gender are deemed to include the other genders;
 - words using the singular or plural number also include the plural or singular number, respectively;
 - the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Scheme or specified clauses, as the case may be;
 - the term “Clause” refers to the specified clause of this Scheme;
 - references to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, or to any law which replaces it, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision; and
 - the schedules hereto shall form an integral part of this Scheme.
- b) Headings, sub-headings, italics and bold typeface are only for convenience and shall be ignored for the purposes of Interpretation.

5. SHARE CAPITAL

5.1. Share capital of the Transferor Company as on June 30, 2015 is as under:

Authorized Capital	As at June 30, 2015 (Rs.)
1,500,000,000 Equity Shares of Rs. 2/- each	3,000,000,000
Total	3,000,000,000
Issued, Subscribed and Paid-up Capital	
1,405,978,418 Equity Shares of Rs. 2/- each fully paid-up	2,811,956,836
Total	2,811,956,836

5.2. There has been an alteration in the share capital structure of the Transferor Company from the date mentioned above up to the date of approval of this Scheme by the Board of Directors of the Transferor Company on account of allotment of 3,42,280 equity shares of Rs. 2/- each against the exercise of stock options pursuant to the Employees’ Stock Option Plan of the Transferor Company. Accordingly, the Issued, Subscribed and Paid-up Share Capital of the Transferor Company as on the date of approval by the Board of Directors is as under:

Authorized Capital	As at June 30, 2015 (Rs.)
1,500,000,000 Equity Shares of Rs. 2/- each	3,000,000,000
Total	3,000,000,000
Issued, Subscribed and Paid-up Capital	
1,406,320,698 Equity Shares of Rs. 2/- each fully paid-up	2,812,641,396
Total	2,812,641,396

5.3. The share capital of the Transferee Company as on June 30, 2015 is as under:

Authorized Capital	As at June 30, 2015 (Rs.)
11,00,000 Equity Shares of Rs. 10 each	11,000,000
Total	11,000,000
Issued, Subscribed and Paid-up Capital	
949,900 Equity Shares of Rs. 10 each fully paid-up	9,499,000
Total	9,499,000

- 5.4. There has been no alteration in the share capital structure of Transferee Company from the date mentioned above till the date of approval of this Scheme by the Board of Directors of the Transferee Company.
- 5.5. It is provided that until this Scheme becomes effective, the Transferor Company and the Transferee Company are free to alter their authorized, issued, subscribed or paid up share capital as required by their respective business requirements, subject to the necessary approvals from their respective Boards and members or any other Person, if required.

PART-II

TRANSFER AND VESTING OF ISIB UNDERTAKING AS A GOING CONCERN

6. TRANSFER AND VESTING OF ISIB UNDERTAKING

- 6.1. Upon coming into effect of this Scheme and with effect from the Appointed Date, the ISIB Undertaking belonging to the Transferor Company shall stand transferred and vested into the Transferee Company, as a going concern without any further act, deed, instrument, matter or thing, together with its assets, properties, liabilities, rights, benefits, obligations, privileges and interests therein, subject to existing charges, if any. The transfer of the ISIB Undertaking under this Scheme shall be in compliance with the IT Act.
- 6.2. Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme, including in relation to the mode of transfer or vesting, all immovable property(ies), if any, relating to the ISIB Undertaking, including tangible assets, land together with building, plant and machinery and structures standing thereon, if any (*whether freehold, leasehold, leave and licensed, right of way, tenancies and/or otherwise*), capital work-in-progress and all documents of title, receipts and easements in relation thereto, all rights, covenants, continuing rights, title and interest in connection with the said immovable properties shall, unless otherwise agreed between the Companies, be transferred to and stand vested in and/or be deemed to be transferred to and stand vested in the Transferee Company in the mode and manner as prescribed in this Scheme on a going concern basis pursuant to the provisions of Section 391 to 394A of the Act and all other applicable provisions of the Act so as to become, on and from the Appointed Date, the immovable property(ies) including tangible assets, land together with building, plant and machinery and structures standing thereon, if any, of the Transferee Company. Upon the coming into effect of the Scheme, the title to such immovable properties shall be mutated and transferred by Relevant Authorities, in accordance with terms hereof, in favour of the Transferee Company. It is expressly clarified that in so far as any leasehold properties forming part of the ISIB Undertaking, if any, are concerned, the Transferee Company may enter into fresh lease agreements or terminate any lease agreements that are already in existence with any third party.
- 6.3. Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme, including in relation to the mode of transfer or vesting, all rights, obligations, benefits, titles, interest and privileges in the movable, tangible and intangible properties, assets including plant, machinery and equipment, vehicles, bank balances, cash and cash equivalents, all trade receivables (*whether billed or unbilled*) including but not limited to all loans and advances, whether long-term or short-term, secured or unsecured, recoverable in cash or kind or value to be received including interest accrued thereon, all deposits whether with government or semi government, local authorities or any other institution and bodies, amounts receivables from Central Government/ State Government(s) under any of their scheme/plans, balances recoverable from government authorities, if any, all investments including non-current investments of all kinds either in equity shares of listed or unlisted companies or any other investments, if any, made by the Transferor Company, office equipment's, electrical installations, deferred costs, prepaid expenses, deposits, advance suppliers, employee advances, finance lease receivable, capital advances, offices, inventories including but not limited to computers, software, furniture & fixtures, other current assets, capital work-in-progress, benefits arising of whatsoever nature and wherever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company, intellectual property (*whether registered or unregistered*), if any, pertaining to the ISIB Undertaking, shall be transferred to and stand vested in and/or be deemed to be transferred to and stand vested in the Transferee Company in the mode and manner as prescribed in this scheme on a going concern basis pursuant to the provisions of Section 391 to 394A of the Act and all other applicable provisions of the Act so as to become, on and from the Appointed Date, the rights, obligations, benefits, titles, interest and privileges of the Transferee Company. It is expressly clarified that all trade receivables due on account of contracts pertaining to the ISIB Business fully executed by the Transferor Company prior to the Appointed Date shall be to the account of the Transferor Company and shall not form part of the ISIB Undertaking and shall not be transferable to the Transferee Company.
- 6.4. All the assets, as mentioned herein above, that have accrued or which may accrue to the Transferor Company pertaining to the ISIB Undertaking on or after the Appointed Date shall pursuant to the provisions of Section 394 and other applicable provisions of the Act and without any further act, instrument or deed, be transferred to and stand vested in and/or be deemed to have been transferred to and stand vested in and be available to the Transferee Company upon the Scheme becoming effective.
- 6.5. Upon the Scheme becoming effective, in respect of such of the assets, as mentioned herein above, of the Transferor Company pertaining to the ISIB Undertaking as are movable in nature and are capable of being transferred by manual delivery or transferring possession or by endorsement and/ or delivery shall be transferred as such with the end and intent that the property therein upon such transfer become the property, assets, rights, title, obligations, privileges, benefits, interest and authorities of the Transferee Company in pursuance of section 394 and other applicable provisions of the Act without any further act, instrument or deed.
- 6.6. With effect from the Appointed Date and upon coming to effect of the Scheme:
 - a) All licenses, contracts, rights, claims, including refund claims lying with any Relevant Authority which may accrue to the Transferor Company pertaining to the ISIB Undertaking, if any, shall, pursuant to the provisions of section 394 and other applicable provisions of the Act, without any further act, instrument or deed, shall stand transferred to and vested in and/or be deemed to have been transferred to and stand vested in and be available to the Transferee Company. The Transferee Company shall file the relevant intimations, if required, for the record of the Relevant Authority who shall take them on file and record the change of the name pursuant to this Scheme becoming effective.
 - b) The entire taxes, direct and indirect or any other taxes, including but not limited to prepaid taxes being tax deducted at source (TDS)/ advance tax, MAT credits, sales tax, value added tax (VAT) and also self-assessment taxes, if any, paid by the Transferor Company under

the IT Act or any other statute, pertaining to the ISIB Business for the period commencing from the Appointed Date, shall be deemed to be the taxes paid by or for the benefit of the Transferee Company and credit for such taxes shall be allowed to the Transferee Company notwithstanding that certificates or challans or orders for such taxes are in the name of the Transferor Company and not in the name of the Transferee Company. The Transferee Company shall, after the Effective Date, be entitled to file with the Relevant Authority the relevant return(s) as required under the IT Act or under Applicable Laws for the period after the Appointed Date notwithstanding that the period for filing such return may have elapsed. Further, the Companies shall, after the Effective Date, be entitled to revise the relevant returns, if any, filed by the Transferor Company for any relevant year, if so necessitated or consequent to this Scheme, notwithstanding that the time prescribed for such revision may have elapsed.

- c) all kinds of intellectual property rights, if any, (*whether or not registered*) with the Relevant Authority concerned or applications submitted at any time on or before the Effective Date by the Transferor Company or by the employees / officers / directors of the Transferor Company for the benefit or which may pertain to the ISIB Undertaking, if any, shall stand transferred to and vested along with all the undertakings in the name of the Transferee Company without any further act, instrument or deed.
- d) The past track record of the Transferor company relating to the ISIB Business, including without limitation, the profitability, production volumes, experience, credentials and market share, shall be deemed to be the track record of the Transferee Company for all commercial and regulatory purposes including for the purpose of eligibility, standing, evaluation and participation of the Transferee Company in all existing and future bids, tenders and contracts of all authorities, agencies and clients.
- e) Upon the Scheme becoming effective, all bids/tenders made or applied for by the Transferor Company pertaining to the ISIB Business before any third party or any other Person shall be assigned/transferred/novated to the Transferee Company by the Transferor Company without requiring any further act, instrument or deed and the same shall not require any approval from any third party or any other Person. The relevant intimation(s) of the aforesaid shall be given by the Companies, as may be required, to any third party or any other Person before whom the bid/tender is made or applied for. It is expressly clarified that until the time the said bids/tenders are not assigned/transferred/novated, the Transferor Company, if so authorized by the applicable laws, bye-laws, regulations, rules etc. for the time being in force of any third party or any other Person before whom the bid is made, shall execute the job for and behalf of the Transferee Company and shall on regular basis transfer all properties, rights and obligations thereof to the Transferee Company.
- f) Upon the Scheme becoming effective and until the time the contracts and licenses pertaining to the ISIB Undertaking are not transferred (*either by way of novation or assignment or endorsed or otherwise*) by the Relevant Authority in the name of the Transferee Company, the Transferor Company shall carry on the business pertaining to the ISIB Undertaking on behalf of and in trust for the Transferee Company. It is expressly clarified that any income, privilege, obligations, rights, entitlements, losses, benefits, expenditure etc., occurring after the Effective Date and until the time the Contracts and licenses pertaining to the ISIB Undertaking are not transferred in favour of the Transferee Company, shall on regular basis be passed on by the Transferor Company to the Transferee Company.
- g) Upon the Scheme becoming effective and until such time the names of the bank accounts of the Transferor Company in relation to the ISIB Undertaking, if any, are replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in relation to the ISIB Undertaking, in so far as may be necessary. The banks shall continue to honour the cheques, other negotiable instruments, payment orders and instructions issued/ signed by the Transferor Company or signed by the existing signatories of the Transferor Company for payment after the Effective Date. Similarly, all cheques and other negotiable instruments received in the name of the Transferor Company in relation to the ISIB Undertaking, w.e.f. the Effective Date and until such time shall be for and on account of the Transferee Company and accordingly to be accepted by the bankers of the Transferor Company and credited to the account of the Transferee Company.

6.7. Upon coming into effect of the Scheme and with effect from the Appointed Date:

- a) All secured or unsecured debts, liabilities including but not limited to deferred tax liabilities, contingent liabilities, current liabilities, non-current liabilities, statutory payables, TDS payable, expenses payable and other current liabilities or other advances received, whether disclosed or undisclosed, whether accounted for in the books of accounts or not, duties, taxes, statutory expenses, short-term and long-term provisions and obligations, if any, of the Transferor Company along with any charge, encumbrance, lien or security thereon, if any, in relation to the ISIB Undertaking shall also be vested or deemed to be vested, without any further act, instrument or deed, to the Transferee Company, pursuant to the provisions of Section 394 and other applicable provisions of the Act so as to become the debts, liabilities, duties and obligations of the Transferee Company. Further, it shall not be necessary to obtain separate consent of any Person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.
- b) Where any of the debts, liabilities, obligations and duties of the Transferor Company pertaining to the ISIB Undertaking on the Appointed Date transferred to the Transferee Company have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.
- c) All loans raised and utilized and all debts whether by way of debentures, bank loan or otherwise, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Company in relation to the ISIB Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of the Scheme, pursuant to the provisions of Section 394 and other applicable provisions of the Act, without any further act, instrument or deed shall stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company.

6.8. Upon the Scheme becoming effective subject to Applicable Laws, all license(s), permission(s), approval(s), registration(s) with any Relevant Authority, wherever applicable, and/or consents held by the Transferor Company pertaining to the ISIB Undertaking, and not surrendered, shall stand vested in the Transferee Company, with effect from the Appointed Date, without any further act, deed, instrument, matter or thing and shall be appropriately registered with the concerned Relevant Authority in favour of the Transferee Company. The benefits of all license(s), permission(s), approval(s), registration(s) with any Relevant Authority pertaining to the ISIB Undertaking, wherever applicable to the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme becoming effective. However, if any license(s), permission(s), approval(s), registration(s) with any Regulatory Authority, wherever applicable, and/or consents held by the Transferor Company pertaining to ISIB Undertaking that are not required by the Transferee Company, will, if required, under Applicable Laws, be cancelled or surrendered by the Transferor Company.

- 6.9. It is expressly clarified that in case any question arises as to whether any particular asset or liability, as mentioned above and/or employee pertains or does not pertain to the ISIB Undertaking or even pertains to ISIB Business but whether or not forms part of the ISIB Undertaking, the same shall be decided by mutual agreement between the Board of Directors of the Companies or any other person authorised by the Board in that behalf.

7. CONSIDERATION

- 7.1. Subject to the terms and conditions of this Scheme and as may be determined by the Board of Directors of the Companies, in consideration for the transfer and vesting of the ISIB Undertaking on going concern basis by the Transferor Company to the Transferee Company in terms of this Scheme, the Transferee Company shall be required to pay consideration of INR 132 Crores (Indian National Rupees One Hundred Thirty Two Crores).
- 7.2. The Consideration as stated above in clause 7.1 of the Scheme shall upon the Scheme becoming effective, be paid in cash unless otherwise agreed to be discharged in any other mode or combination of one or more modes by the Board of Directors of the Companies.

8. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

- 8.1. The Transferor Company shall carry on the ISIB Business and other incidental matters with due prudence in the same manner as carried before and shall not without the prior written consent of the Transferee Company, alienate, charge, mortgage, encumber or otherwise deal with or dispose of the ISIB Undertaking or any part thereof except in the ordinary course of business or if the same is expressly permitted by this Scheme.

Notwithstanding the above, the Transferor Company will not, in any event, transfer or otherwise dispose of or create any form of encumbrance in any manner over the shares held by the Transferor Company in the Transferee Company, without prior approval of the Transferee Company in this regard.

- 8.2. Save and except as otherwise specified in this Scheme, any income or profit accruing or arising to the Transferor Company or expenditure or losses incurred or suffered by the Transferor Company pertaining to the ISIB Undertaking from the Appointed Date and prior to the Effective Date shall for all purposes be treated as the income or profits or losses or expenditures, as the case may be, of the Transferee Company.
- 8.3. All estate(s), property(ies) asset(s), benefit(s), privilege(s), right(s), obligation(s), title(s), interest(s) and authority(ies), if any, pertaining to the ISIB Undertaking, accrued to and/or acquired by the Transferor Company after the Appointed Date and prior to the Effective Date shall have been or deemed to have been accrued to and/or acquired for and on behalf of the Transferee Company and shall upon the coming into effect of this Scheme, pursuant to the provisions of section 394 and other applicable provisions of the Act, without any further act, instrument or deed be and stand transferred to and/or vested in or be deemed to have been transferred to and/or vested in the Transferee Company to that extent and shall become the estate(s), asset(s), property(ies), obligation(s), right(s), title(s), interest(s) and authority(ies) of the Transferee Company.

9. EMPLOYEES

- 9.1. Upon the Scheme becoming effective, all staff, workmen and employees engaged in ISIB Business of the Transferor Company on the Effective Date shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Appointed Date without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferor Company shall not be less favourable than those applicable to them in the Transferor Company on the Effective Date.
- 9.2. It is expressly stated that the Transferee Company agrees that the services of all such employees with the Transferor Company up to the Effective Date shall be taken into account for the purposes of all retirement benefits to which they may be eligible in the Transferor Company on the Effective Date. Further, it is expressly clarified that all the employees so transferred pursuant to the Scheme becoming effective and to whom employees' stock options ("ESOPs") pertaining to equity shares of the Transferor Company have been vested shall continue to be eligible to exercise the rights vested with them in respect of the ESOPs.
- 9.3. It is expressly clarified that upon the Scheme becoming effective, all employees of Transferor Company who have been transferred with the ISIB Business to the Transferee Company will contribute to the Provident Fund, or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen of the Transferee Company by the Transferee Company. All existing amounts, whether paid or outstanding, under the Provident Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen of the Transferor Company, pertaining to the employees being transferred with the ISIB Business to the Transferee Company, shall at an appropriate stage be transferred to the relevant funds of Transferee Company subject to the required approval/intimation to the Provident Fund Authorities and/or other appropriate authorities, if any and until such time, shall be maintained separately by the Transferor Company. The Board of Directors of the Transferee Company and the Trustees of the respective Trusts of the Transferee Company shall be entitled to take all steps as may be prudently necessary to implement the above. Further, the services of the employees of the Transferor Company transferred with the ISIB Business to the Transferee Company will be treated as having been continuous for the purpose of the aforesaid schemes/fund.
- 9.4. It is expressly provided that, upon the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees of the Transferor Company shall become the trusts/ funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company.
- 9.5. The Transferee Company will file the relevant intimations with the Relevant Authorities concerned, for actions arising out of Clause 9.3, who shall take the same on record and endorse the name of the Transferee Company in place of Transferor Company.

10. CONTRACTS, DEEDS, RESOLUTIONS, ETC.

- 10.1. Save as otherwise provided in this Scheme, all contracts, bids submitted, deeds, understandings, guarantees, resolutions, instruments and writings and benefits of whatsoever nature, if any, pertaining to the ISIB Undertaking, to which the Transferor Company is a party and subsisting or having effect on the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company and may be enforced 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.

11. LEGAL PROCEEDINGS

- 11.1. If any suit, appeal, litigation or other proceedings of whatsoever nature by or against the Transferor Company in relation to the ISIB Undertaking is pending before the Relevant Authority or elsewhere, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the transfer of the ISIB Undertaking or anything contained in this Scheme, but the said suit, appeal, litigation or other legal proceedings, as the case may be, be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company, as if this Scheme has not been made. In a situation where said suit, appeal, litigation or other legal proceedings referred to herein require the Transferor Company and/or the Transferee Company to be jointly treated as parties thereto, the Transferee Company shall be added as party to such proceedings.
- 11.2. On and from the Effective Date, the Transferee Company may, if required, initiate any legal proceedings in relation to ISIB Undertaking in its own name, whether pertaining to the period prior to the Appointed Date or thereafter.

12. ACCOUNTING TREATMENT

12.1. Accounting treatment in the books of the Transferor Company:

Upon the Scheme becoming effective, the Transferor Company shall account for the Scheme and its effects in its books of account with effect from the Appointed Date as under:

- a) The assets and liabilities of the Transferor Company shall stand reduced to the extent of value of the ISIB Undertaking transferred to the Transferee Company.
- b) The Transferor Company shall record the amount of Consideration as "Receivable from the Transferee Company" in its books of accounts. On receipt of Consideration from the Transferee Company, either by way of cash or in any other mode as the Board of the Companies mutually agree, the Consideration so received shall be appropriately recorded in the books of account of the Transferor Company as per the prevalent accounting standards as applicable to the Transferor Company.

12.2. Accounting treatment in the books of the Transferee Company:

Upon the Scheme becoming effective, the Transferee Company shall account for the Scheme and its effects in its books of account with effect from the Appointed Date as under:

- a) All the assets and liabilities related to the ISIB Undertaking as appearing in the books of accounts of the Transferor Company as on the Appointed Date shall stand transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company, as per the applicable accounting standards and as determined by the Board;
- b) The excess or deficit in the value of assets so recorded, if any, by the Transferee Company over: (a) the liabilities of the ISIB Undertaking so recorded by the Transferee Company or vice versa and (b) the consideration as detailed in Clause 7.1 of this Scheme paid by the Transferee Company to the Transferor Company shall be appropriated in the books of the Transferee Company either as capital reserve or goodwill, if required.

13. SAVING OF CONCLUDED TRANSACTIONS

- 13.1. The transfer and vesting of the asset(s), liability(ies), rights, interests, obligations, privileges, benefits, reserves, provisions, and obligation(s) relating to the ISIB Undertaking of the Transferor Company, as described under this Scheme and the continuance of the proceedings by or against the Transferee Company, under Clause 11 of this Scheme above shall not in any way affect any transaction(s) or proceeding(s) in relation to the ISIB Undertaking already completed by the Transferor Company, on and after the Appointed Date to the end and intent that the Transferee Company accepts all acts, deeds, matters and things done and executed by and/ or on behalf of the ISIB Undertaking, as acts, deeds and things done and executed by and on behalf of the Transferee Company.

14. REMAINING BUSINESS TO CONTINUE WITH TRANSFEROR COMPANY

- 14.1. The Remaining Business and all assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Transferor Company.
- 14.2. All legal, taxation or other proceedings whether civil or criminal by or against the Transferor Company under any statute or Applicable Law, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Transferor Company in respect of the Remaining Business) shall be continued and enforced by or against the Transferor Company after the Effective Date. The Transferee Company shall not in any event be responsible or liable in relation to any such legal, taxation or other proceeding against the Transferor Company, which may relate to the Remaining Business.
- 14.3. If proceedings are taken against the Transferee Company in respect of the matters referred to under clause 14.2 above, it shall defend the same in accordance with the advice of the Transferor Company and at the cost of the Transferor Company, and the latter shall reimburse and indemnify the Transferee Company against all liabilities and obligations incurred by the Transferee Company in respect thereof.
- 14.4. With effect from the Appointed Date and up to and including the Effective Date:
- (a) the Transferor Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business for and on its own behalf;
 - (b) all profits accruing to the Transferor Company thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Transferor Company; and
 - (c) All assets and properties acquired by the Transferor Company in relation to the Remaining Business on and after the Appointed Date shall belong to and continue to remain vested in the Transferor Company.

PART III
GENERAL TERMS AND CONDITIONS

15. APPLICATION TO HIGH COURT

15.1. The Transferor Company and the Transferee Company shall file necessary applications / petitions before the High Court under section 391 to 394 of the Act and other applicable provisions, if any under the Act or Applicable Laws, for the sanction of this Scheme.

16. MODIFICATIONS/AMENDMENTS TO THE SCHEME

16.1. The Transferor Company and the Transferee Company by their respective Board, may assent to/ make and/or consent to any modifications/ amendments to this Scheme or to any conditions or limitations that the High Court and/or any other Relevant Authority or Person under any Applicable Law(s) may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate by them. The Companies by their respective Board's be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions of law or otherwise, whether by reason of any directive or orders of Relevant Authority or otherwise however arising out of or under or by virtue of the Scheme and/ or any matter concerned or connected therewith.

16.2. It is expressly clarified that the term Relevant Authority, under Clause 16.1 above, save as otherwise provided in this Scheme, shall specifically include BSE and NSE with which the Transferor Company shall file a copy of this Scheme along with other documents as specified under the Listing Agreement.

16.3. If any part of this Scheme is considered invalid, ruled illegal by any court of a competent jurisdiction or Relevant Authority, or unenforceable under present or future law(s), then such part shall be severable from the remainder of the Scheme, and the Scheme shall not be given effect, unless the deletion of such part shall cause this Scheme to become materially adverse to any of the Companies or their respective members or creditors, in which case the Scheme will be modified to such extent, as will best preserve for them the benefits and obligations of the Scheme, including but not limited to such part.

17. CONDITIONALITY OF THE SCHEME

17.1. The Scheme is and shall be conditional upon and subject to:

- a) The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and/or creditors and/or any class thereof of the Transferor Company and the Transferee Company as prescribed under the Act, Listing Agreement and/or SEBI Circulars or as may be directed by the High Court or any other Relevant Authority as may be applicable except to the extent as may be waived by the Court and/or Relevant Authority as may be applicable.
- b) The approval of the public shareholders of the Transferor Company in accordance with the provisions of the SEBI Circulars issued in this behalf, if required.
- c) The sanction of this Scheme by the High Court under Section 391 to 394 and other applicable provisions of the Act.
- d) Certified copy of the order of the High Court sanctioning the Scheme being filed with the Registrar of Companies, National Capital Territory of Delhi and Haryana by the Companies.
- e) The requisite(s), consent(s), approval(s) or permission(s) of Stock Exchanges, if any, which in terms of the SEBI Circulars or Listing Agreement may be necessary for the implementation of this Scheme.

18. EFFECT OF NON-RECEIPT OF APPROVALS

18.1. In the event any of the said sanctions and approvals referred to in Clause 17 of this Scheme above not being obtained and/ or the Scheme not being sanctioned by the High Court or such other appropriate authority, if any, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated herein under or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as if specifically provided in the Scheme or as may otherwise arise in law and agreed between some or all of the respective parties to this Scheme.

19. COSTS, CHARGES AND EXPENSES

19.1. All costs, charges, taxes including duties, levies and other expenses, if any (*save as expressly otherwise agreed*) arising out of, in connection to or in relation to or incurred in carrying out and implementing this Scheme and to put it into operation shall be borne and paid by the Transferee Company. It is expressly clarified that wherever the chargeability of duties, taxes etc. are dependent upon the order of the High Court, being instrument in nature of conveyance, then in that case, the order of the High Court shall be considered as the principal instrument, being finally executed, for the purposes of payments of duties, fees, cess, taxes etc., if any, and that the Transferee Company shall be liable to pay all such duties, fees, cess, taxes etc., if any, in this regard.

Schedule –I

S. No.	Customer Name	PO/ Agreement Reference
01	Assam Police Housing Corporation Ltd	Additional order vide LOI CID XII/SCRV(COMP)/CCTNS/7408/PT-II/19 dated 10/02/2012
02	Assam Police Housing Corporation Ltd	Agreement dated 21st Mar'2012 + Additional Orders
03	Axis Bank Ltd	AXISIT/ 15-16/00116 dated 7th May'15
04	Axis Bank Ltd	Agreement dated 11th Dec'14
05	Bharat Electronics Ltd	License PO - BEPO/C4/4900199288 dated 23-12-2014
06	Bharat Electronics Ltd	Services PO - BEPO/S74/4800019715 dated 23-12-2014
07	Centre for Railway information Systems	PO- 2015/CRIS/1068/1113499 dated 27-04-2015 (COA)
08	Centre for Railway information Systems	2014/cris/1113424 dated 31.10.2014 (MDAS)

09	Centre for Railway information Systems	2014/cris/1113432 dated 26.11.2014 (TIBCO)
10	Comviva Technologies Ltd	28197 dated 31-5-2015 (PO end date 30-sep-2015)
11	Container Corporation of India Ltd	CON/IT/1221/14/46 dated 13/03/2015
12	Container Corporation of India Ltd	CON/IT/1199/13/29 dated 28/10/13
13	Container Corporation of India Ltd	CON/IT/1219/14/44 dated 03/02/15
14	Container Corporation of India Ltd	CON/IT/1195/12/12 dated 08/06/12
15	Container Corporation of India Ltd	CON/IT/1217/14/20 dated 18/07/14
16	Container Corporation of India Ltd	CON/IT/1220/14/37 dated 15/12/14
17	Dena Bank	HO/ITD/0350/2015 dated 18.06.2015
18	Dakshin Haryana Bijli Vitran Nigam Ltd	Agreement dated 23/11/12 + Additional orders/ CRs
19	Dakshinanchal Vidyut Vitran Nigam Ltd	Agreement dated 22/02/2010 + Additional Orders/ CR
20	Dedicated Freight Corridor Corporation of India Ltd	DFCCIL/IT/SI/2011 dated 29/03/12 + Additional Orders/ CRs
21	Electronics Corporation of India Ltd	H-3334/39-J/0202 dated 06-01-2015
22	Export Credit Guarantee Corporation of India Ltd	Agreement dated 30/06/2010 + Additional Orders/ CRs
23	GAIL (India) Ltd	W/O GAIL/NOID/14140/5800001993/C&P/20054290 dated 19.05.2015
24	Geological Survey of India	1649A/101/8/COS/PUR/AP&MD/26B-2014 dated 12/09/14
25	GVK Biosciences Pvt. Ltd.	CRPHDM15-15190111 dated 16 jun-14
26	HCL Infosystems Ltd	RVPNL - HCL/2005/05 dated 10/09/2005, UID - 7000029625 dated A14/01/2015, Agreement dated 01/04/2010, 28/03/2012
27	HCL Infotech Ltd	BSNL - 7000026353 dated 22/04/2014, 35000481 dated 04/08/2009, 7000012821 dated 24/07/12
28	HDFC Bank Limited	PO/HCL/TECH/009148/2014-15 dated 20-mar-2015 valid till 31-march-16
29	HDFC Bank Limited	Agreement dated 23-dec-2010
30	HT Media Ltd	Agreement dated 23/09/2014
31	ICICI Bank Ltd	IT/PO/2014-15/035425 dated 20 feb-2015 (PO end date - 31-jan-16)
32	Indian Bank/ Indian Bank Head Office	Purchase order -1 dated 23-6-2015
33	Indian Railway Catering and Tourism Corporation Ltd	(APPS & SI) 2012/IRCTC/ERTD/ENHANCED E-TKT SYSTEM/31-M/PO/01 dated 14/11/13
34	ITI Limited	PG484LO15AI dated 30 dec-2014
35	Jamia Millia Islamia University	F.NO. C-67(A)/PICO/RO/JMI/2013 dated 25/06/2013
36	Madhya Pradesh Computerization of Police Society	Agreement dated 27/09/2012 + Additional Orders/ CRs
37	Madhyanchal Vidyut Vitran Nigam Ltd	Ref No. 22/MD/MVVNL/RAPDRP dated 24/02/2010 + Additional Orders/ CRs
38	Mankind Pharma Limited	dated 05/04/2014
39	National Informatics Centre	RC - NIC/TPS/2013/37/RC/J/01 dated 24/03/2015
40	National Informatics Centre	RC - NIC/TPS/2013/37/RC/K/01 dated 24/03/2015
41	National Informatics Centre	RC - NIC/TPS/2013/37/RC/N/01 dated 24/03/2015
42	National Informatics Centre	RC - NIC/TPS/2014/20/RC/01 dated 12/02/2015
43	National Informatics Centre	RC - NIC/TPS/2013/36/RC/B/01 dated 24/03/2015
44	National Informatics Centre	RC - NIC/TPS/2013/36/RC/A/01 dated 24/03/2015
45	National Informatics Centre Services Inc	RC - NIC/TPS/2013/37/RC/J/01 dated 24/03/2015
46	National Informatics Centre Services Inc	RC - NIC/TPS/2013/37/RC/K/01 dated 24/03/2015
47	National Informatics Centre Services Inc	RC - NIC/TPS/2013/37/RC/N/01 dated 24/03/2015
48	National Informatics Centre Services Inc	RC-NIC/TPS/2014/20/RC/01 dated 12/02/2015
49	National Informatics Centre Services Inc	RC-NIC/TPS/2013/36/RC/B/01 dated 24/03/2015
50	National Informatics Centre Services Inc	RC-NIC/TPS/2013/36/RC/A/01 dated 24/03/2015
51	National Insurance Company Limited	Eula Renewal PO dated 25/02/2013
52	National Insurance Company Limited	Agreement dated 21/11/2008
53	National Insurance Company Limited	Agreement dated 24/03/2015
54	Oriental Bank of Commerce	OBC/HO/DIT/IS/245/15-16 dated 16 jun-2015 PO end date (2020)
55	Paschimanchal Vidyut Vitran Nigam Ltd	Agreement dated 23/02/2010 + Additional Orders + CRs
56	Pernod Ricard India Pvt Ltd.	HH/1400237 dated 20-may-2015
57	Power Grid Corporation of India Ltd	CC-CS/173-CC/ERP-1067/3/G1/NOA-1/5230 dated 03/03/2015
58	Power Grid Corporation of India Ltd	1).cc-cs/173-cc/erp-1067/3/GI/CA-I/5230 dated 30.03.2015 2) cc-cs/173-cc/erp-1067/3/GI/CA-II/5231 dated 30.03.2015

59	Purvanchal Vidyut Vitran Nigam Ltd	Ref No. 2150/PUVVNL(V)/R-APDRP/PART-A dated 19/02/2010 + Additional Orders/ CRs
60	RajCOMP Info Services Ltd	F4.3(145)/RISL/TECH/15/11623 dated 12/03/2015
61	RajCOMP Info Services Ltd	F3.3(83)/RISL/PUR/2014/11624 dated 12/03/2015
62	RajCOMP Info Services Ltd	Agreement dated 17/02/2015
63	Reserve Bank of India	DIT.CO.NO. 1633/07.71.011/2014-15 dated 25/03/2015
64	Reserve Bank of India	Agreement dated 24/06/2008
65	SBI General Insurance Company Ltd.	CR order Version 1.0 dated 24/02/2012
66	SBI General Insurance Company Ltd.	Agreement dated 18/03/2010 + Additional Orders + CRs
67	SBI General Insurance Company Ltd.	Agreement dated 09/09/2010
68	SBI General Insurance Company Ltd.	Agreement dated 20/05/2015
69	Shiv Nadar Foundation / Shiv Nadar University	SNU/2015-16/IT/0017 dated 9-04-2015 PO end date 31-10-2015
70	Shiv Nadar Foundation / Shiv Nadar University	SO- SNU/2014-15/IT/607 dated 23-12-2014 (Services effected from 23-dec-2015 for 1 year)
71	Tide Water Oil Co.(India) Pvt. Ltd.	PO No 9020000160 dated 19th Dec'14
72	Triveni Engineering and Industries Ltd	dated 23/09/2014
73	Union Bank of India	DIT:MFTP:HW:259 dated March 2015 (PO end date is 3 apr-2016)
74	Union Bank of India	DIT:MFTP:1971 dated 14 may 2015 (PO end date is 23 May-2016)
75	Union Bank of India	DIT:MFTP:HW:254 A dated 27 march 2015 (PO end date is 3 apr-2016)
76	Uttar Haryana Biji Vitran Nigam Ltd/ CGM PD&C UHBVN (Uttar Haryana)	Work Order No. 503/TED-154/R-APDRP/IT/258 dated 23 nov12
77	Uttar Haryana Biji Vitran Nigam Ltd/ CGM PD&C UHBVN (Uttar Haryana)	Agreement dated 23/11/12 + Additional Orders/ CRs
78	Uttar Pradesh Power Corporation Limited	LOI No. 1534/DC/PCL/14 dated 30/06/2014
79	Uttar Pradesh Power Corporation Limited	Agreement dated 11/08/2014
80	Vijaya Bank	PO-DIT/PC/116/2014-15 dated 21.01.2015 (Valid for 5 years)
81	Broadcom Technologies Pvt Ltd	6000006394 dated 09/07/2015
82	HT Media Limited	Only Agreement dated 23/09/2014
83	HT Media Limited	Agreement dated 23/09/2014
84	Securities and Exchange Board of India	SEBI/25418/2012 dated 12/11/2012
85	Oxford University Press	OUP/IT/AMC/2014-15/007
86	Sharda University	REF- Estate /PO/SU/09/2011 dated 28/09/2011
87	Bajaj Energy Pvt. Ltd	6800000490 dated 12/08/2011
88	Center for Development of Telematics	Tender No. CDOT/TENDER/2013-14/005 dated 04/10/2013 & PO dated 28/04/2014
89	Defence Research & Development Organisation	DMS/LP/20/MS/II/PC-74(11-12) dated 17/04/12
90	Pricewaterhouse Coopers Private Limited	101208207 dated 29/01/15
91	PwC	PO dated 30/06/2015
92	Unique Identification Authority of India Ltd	F.NO. T-11011/56/2011-TECH dated 29/05/15
93	Cyan Technology Limited	23984 dated 09/09/14
94	Cairn India Limited	7400010844 dated 11/06/2014
95	Engineers India Limited	7708/8530-01/1002/01 dated 11/09/2007
96	SAP India Pvt. Ltd.	5000124325 dated 10/10/2012
97	Midland Credit Management India Pvt	MCM IPL/2013-2014/231 dated 13/01/2013
98	Midland Credit Management India Pvt	MCM IPL/2014-2015/50 dated 02/06/2014
99	Rail Coach Factory	LOA No. IT/86106 VOL-4 dated 17/01/2012
100	Rail Coach Factory	Agreement Ref IT/86106 dated 10.07.2012
101	Sundaram Asset Management Company Ltd	SAM/HCT/068/2014-15 dated 28/01/2015
102	Sundaram Asset Management Company Ltd	Agreement dated 13/02/2015

STATEMENT OF PRE AND POST SCHEME OF ARRANGEMENT (EXPECTED)
CAPITAL STRUCTURE OF HCL TECHNOLOGIES LIMITED

Authorized Share Capital	Pre Scheme of Arrangement (October 31, 2015) (Rs.)	Post Scheme of Arrangement (Rs.)
1,500,000,000 Equity Shares of Rs.2/- each	3,000,000,000	3,000,000,000
Total	3,000,000,000	3,000,000,000
Issued, Subscribed and Paid-up Share Capital		
1,406,320,698 Equity Shares of Rs.2/- each fully paid-up	2,812,641,396	2,812,641,396
Total	2,812,641,396	2,812,641,396

Note: The Capital structure will not undergo any changes on account of implementation of the Scheme of Arrangement. The Capital structure may change on account of issuance of shares under the Employees Stock Option Plans of the Company.

STATEMENT OF PRE AND POST SCHEME OF ARRANGEMENT (EXPECTED)
SHAREHOLDING PATTERN OF HCL TECHNOLOGIES LIMITED

Category	Category of Shareholder	Pre- Scheme of Arrangement (October 31, 2015)		Post-Scheme of Arrangement (Expected)	
		Total number of shares	As a percentage of Total Share Capital	Total number of shares	As a percentage of Total Share Capital
(A)	Promoter and Promoter Group				
1	Indian	-	-	-	-
(a)	Individuals/ Hindu Undivided Family	-	-	-	-
(b)	Central Government/ State Government(s)	-	-	-	-
(c)	Bodies Corporate	612,470,704	43.55 %	612,470,704	43.55 %
(d)	Financial Institutions/ Banks	-	-	-	-
(e)	Any Others (Specify)	-	-	-	-
(e-i)	Directors & their Relatives	788	0.00 %	788	0.00 %
(e-ii)	Trust *	80	0.00 %	80	0.00 %
	Sub Total(A)(1)	612,471,572	43.55 %	612,471,572	43.55 %
2	Foreign	-	-	-	-
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)	-	-	-	-
(b)	Bodies Corporate	239,097,816	17.00 %	239,097,816	17.00 %
(c)	Institutions	-	-	-	-
(d)	Qualified Foreign Investor	-	-	-	-
(e)	Any Others(Specify)	-	-	-	-
	Sub Total(A)(2)	239,097,816	17.00 %	239,097,816	17.00 %
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)	851,569,388	60.55 %	851,569,388	60.55 %
(B)	Public shareholding				
1	Institutions	-	-	-	-
(a)	Mutual Funds/ UTI	59,514,405	4.23 %	59,514,405	4.23 %
(b)	Financial Institutions/ Banks	1,829,460	0.13 %	1,829,460	0.13 %
(c)	Central Government/ State Government(s)	-	-	-	-
(d)	Venture Capital Funds	-	-	-	-

(e)	Insurance Companies	14,489,449	1.03 %	14,489,449	1.03 %
(f)	Foreign Institutional Investors	385,621,424	27.42 %	385,621,424	27.42 %
(g)	Foreign Venture Capital Investors	-	-	-	-
(h)	Qualified Foreign Investor	-	-	-	-
(I)	Any Other (specify)	-	-	-	-
(I-i)	Foreign Banks	1,200	0.00 %	1,200	0.00 %
	Sub-Total (B)(1)	461,455,938	32.81 %	461,455,938	32.81 %
B 2	Non-institutions	-	-	-	-
(a)	Bodies Corporate	40,046,760	2.85 %	40,046,760	2.85 %
	Individuals	-	-	-	-
(b)	i. Individual shareholders holding nominal share capital up to Rs. 1 lakh	34,557,213	2.46 %	34,557,213	2.46 %
	ii. Individual shareholders holding nominal share capital in excess of Rs. 1 lakh.	7,354,856	0.52 %	7,354,856	0.52 %
(c)	Qualified Foreign Investor	-	-	-	-
(d)	Any Other (specify)	-	-	-	-
(d-i)	Trusts	2,027,549	0.14 %	2,027,549	0.14 %
(d-ii)	Foreign Nationals	74,767	0.01 %	74,767	0.01 %
(d-iii)	Non-Resident Indians	6,127,171	0.44 %	6,127,171	0.44 %
(d-iv)	Overseas Corporate Bodies	18,124	0.00 %	18,124	0.00 %
(d-v)	Clearing Members	2,567,809	0.18 %	2,567,809	0.18 %
(d-vi)	Hindu Undivided Families	521,123	0.04 %	521,123	0.04 %
	Sub-Total (B)(2)	93,295,372	6.63 %	93,295,372	6.63 %
	Total Public Shareholding (B) = (B)(1)+(B)(2)	554,751,310	39.45 %	554,751,310	39.45 %
	TOTAL (A)+(B)	1,406,320,698	100.00 %	1,406,320,698	100.00 %
(C)	Shares held by Custodians and against which Depository Receipts have been issued #	-	-	-	-
i.	Promoter and Promoter group	-	-	-	-
ii.	Public	-	-	-	-
	GRAND TOTAL (A)+(B)+(C)	1,406,320,698	100.00 %	1,406,320,698	100.00 %

* This is a public charitable trust in which promoter does not hold any beneficial interest

Note: The Shareholding pattern of the Company will not undergo any changes on account of implementation of the Scheme of Arrangement. As HCL Technologies Limited is a listed company, the shareholding pattern will undergo change on account of trading in shares. Further, the Shareholding pattern may change on account of issuance of shares under the Employees Stock Option Plans of the Company.

Complaints Report dated November 28, 2015 filed with the Stock Exchanges.

(Period: October 30, 2015 to November 27, 2015)

Part A:

Sr. No.	Particulars	Number
1	Number of complaints received directly	<i>Nil</i>
2	Number of complaints forwarded by Stock Exchanges	<i>Nil</i>
3	Total Number of complaints/ comments received (1+2)	<i>Nil</i>
4	Number of complaint resolved	<i>Nil</i>
5	Number of complaints pending	<i>Nil</i>

Part B:

Sr. No.	Name of Complainant	Date of Complaint	Status (Resolved/ pending)
		Nil	

For **HCL Technologies Limited**

Sd/-

Manish Anand
Company Secretary

Observation Letter issued by the National Stock Exchange of India Limited



Ref: NSE/LIST/55542

December 29, 2015

The Company Secretary
HCL Technologies Limited
A-10-11, Sector 3,
Noida - 201301

Kind Attn.: Mr. Manish Anand

Dear Sir,

Sub.: Observation Letter for draft Scheme of Arrangement between HCL Technologies Limited and HCL Connet Limited and their respective shareholders and creditors

This has reference to captioned draft scheme submitted to NSE vide your letter dated October 30, 2015.

Based on our letter Ref: NSE/LIST/42546 submitted to SEBI and pursuant to SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013 and SEBI Circular no. CIR/CFD/DIL/8/2013 dated May 21, 2013, SEBI has vide letter dated December 28, 2015, has given following comments on the draft Scheme of Arrangement:

- "a. The company shall ensure that additional information, if any, submitted by the company, after filing the scheme with the stock exchange, is displayed from the date of receipt of this letter on the websites of the listed company.*
- b. The company shall duly comply with various provisions of the Circulars."*

We hereby convey our 'No-objection' with limited reference to those matters having a bearing on listing/delisting/ continuous listing requirements within the provisions of the Listing Agreement, so as to enable the Companies to file the Scheme with 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 December 29, 2015, 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:

- 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 Annexure II of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013.

Yours faithfully,
For National Stock Exchange of India Limited

Kamlesh Patel
Manager

P.S.: Checklist of all the further issues is available on website of the exchange at the following URL
http://www.nseindia.com/content/equities/eq_checklist.htm"

Observation Letter issued by the BSE Limited



DCS/AMAL/LP/24(f)/251/2015-16

December 30, 2015

The Company Secretary
HCL Technologies Ltd.
806, Siddharth 96,
Nehru Place, New Delhi - 110019.

Sub: Observation letter regarding the Scheme of Arrangement between HCL Technologies Limited and HCL Connet Limited

We are in receipt of Draft Scheme of Arrangement between HCL Technologies Limited and HCL Connet Limited.

As required under SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013 & SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013; SEBI vide its letter dated December 28, 2015 has inter alia given the following comment(s) on the draft scheme of arrangement:

- *"The 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.

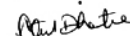
Further, pursuant to the above SEBI circulars, upon sanction of the Scheme by the Hon'ble High Court, the listed company shall submit to the stock exchange the following:

- 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.

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,
For BSE Ltd.


Atul Dhotre
Manager


P. Pasad Bhilde
Associate Manager



BSE Limited (Formerly Bombay Stock Exchange Ltd.)
Registered Office : Floor 25, P J Towers, Dalal Street, Mumbai 400 001 India
T: +91 22 2272 1234/33 | E: corp.com@bseindia.com | www.bseindia.com
Corporate Identity Number : U67120MH2005PLC155188

Fairness Opinion on the Scheme

Wednesday, October 28, 2015

The Board of Directors,

HCL Technologies Limited
806, Sidharth, 96, Nehru Place,
New Delhi-110 019

Dear Sirs,

FAIRNESS OPINION CERTIFICATE ON TRANSFER OF ISIB BUSINESS OF HCL TECHNOLOGIES LIMITED TO HCL COMNET LIMITED

We, Karvy Investor Services Limited ('*Karvy*' or '*KISL*'), refer to our offer letter no. KISL/IB/HCL/2015-16/035 dated Wednesday, October 28, 2015, to act as an Independent Merchant Banker for furnishing a '**Fairness Opinion**' on the Scheme of Arrangement for transfer of ISIB business of HCL Technologies Limited ("Transferor Company") to HCL Comnet Limited ("Transferee Company") in a transfer of undertaking transaction (the "Scheme"), to comply with the listing agreement of the stock exchanges.

The ISIB Business of HCL Technologies Limited refers to the 'India System Integration Business', which is the India business of IT infrastructure management services involving managing customers and IT assets.

We have been given to understand that, the proposed Scheme is subject to shareholder and regulatory approvals. The scheme is conceived to provide the following benefits:

- a) simplified and transparent business structure of the Transferor Company and the Transferee Company;
- b) more focused management of the Transferor Company and the Transferee Company;
- c) greater visibility in the performance of the individual businesses;
- d) higher degree of independence as well as accountability with autonomy for each of the business segment;
- e) will thrive in achieving and sustaining competitiveness and development of long-term internal and core competencies;
- f) will also provide for independent collaboration and expansion without committing the existing organization in its entirety; and
- g) will create a platform to enhance financial flexibility to pursue the next stage of growth.

The transfer of undertaking is proposed at a cash consideration of Rs. 132 Crores as decided by the Board of Directors of the respective companies.

We refer to the above information, the Scheme document, financials of the companies, the information and the explanations submitted to us by the management of both the companies. We further refer to the fact that, the Transferee Company is a wholly owned subsidiary of the Transferor Company and no shares are to be issued as consideration for the proposed transfer. Hence, the valuation of the Transferor and Transferee Company have not been undertaken by an independent valuer in line with vide SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013.

Based on the above information, material, data and the Scheme made available to us, *to the best of our knowledge and belief*, the transfer proposed as per the Scheme is **Fair**.

This fairness opinion is furnished solely for the use of the Transferor and Transferee Company to comply with clause 24 of the listing agreement of the stock exchange(s) and should not be used for any other purpose without our prior written consent.

Thanking you,

Yours faithfully,

**For and on behalf of
Karvy Investor Services Limited**


Rohan Menon
Senior Manager



Karvy Investor Services Limited

Registered Office: Karvy House, 46, Avenue 4, Street No.1, Banjara Hills, Hyderabad - 500 034.
T: +91 40 2331 2454/2342 8774 | F: +91 40 2331 1968/2337 4714
e-mail: cmg@karvy.com/igmbd@karvy.com | www.karvy.com

**IN THE HIGH COURT OF DELHI AT NEW DELHI
ORIGINAL JURISDICTION
COMPANY APPLICATION (M) NO. 12 OF 2016**

In the matter of the Companies Act, 1956 and the Companies Act, 2013, to the extent made effective.

AND

In the matter of Sections 391 to 394 of the Companies Act, 1956 read with Rules 67 to 87 of the Companies (Court) Rules, 1959 and the provisions of the Companies Act, 2013 to the extent made effective.

AND

In the matter of the Scheme of Arrangement between HCL Technologies Limited and HCL Comnet Limited and their respective shareholders and creditors.

AND

In the matter of HCL Technologies Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi-110019.

...Transferor Company/ Applicant Company-I

AND

In the matter of HCL Comnet Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi-110019.

...Transferee Company/ Applicant Company-II

[The Transferor Company and the Transferee Company are collectively referred to as "Applicant Companies"]

FORM OF PROXY

I/We, the undersigned, as the Equity Shareholder(s) of HCL Technologies Limited (the above named Applicant) do hereby appoint Shri/Smt./Ms. _____ of _____ and failing him/her Shri/Smt./Ms. _____ of _____ as my /our Proxy, to act for me/ us at the meeting of the Equity Shareholders of the Company to be held on Saturday, March 5, 2016 at Sri Sathya Sai International Centre, Bhisma Pitamah Marg, Lodhi Road, New Delhi-110003 at 11.00 a.m. for the purpose of considering, and if thought fit, to approve, with or without modification(s), the Scheme of Arrangement between HCL Technologies Limited and HCL Comnet Limited and their respective shareholders and creditors at such meeting and any adjournment / adjournments thereof to vote, for me / us and in my / our name(s) *(here, "if for" insert "for", "if against", insert "against", and in the latter case, strike out the words below either with or without modification(s) after the word "Arrangement") the said Scheme of Arrangement either with or without modification(s) as my/our proxy may approve.

Signatures of proxy

* (Strike out what is not necessary)

Dated this _____ day of _____ 2016

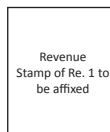
Name: _____

Address: _____

Regd. Folio No. _____

DP Id** _____/Client Id No.**: _____

** Applicable for shareholder(s) holding in dematerialized form.



Signatures of Equity Shareholder(s)
across the stamp

Notes:

1. A member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of himself and such proxy need not be a member of the Company.
2. The Proxy must be deposited at the registered office of the Company at 806, Siddharth, 96, Nehru Place, New Delhi-110019 not less than 48 (Forty Eight) hours prior to the commencement of the aforesaid meeting. A person can act as proxy on behalf of shareholders not exceeding fifty (50) and/or holding in aggregate not more than 10% of the total share capital of the Company carrying voting rights. In case a proxy is proposed to be appointed by shareholder(s) holding more than 10% of the total share capital of the Company carrying voting rights, then such proxy shall not act as proxy for any other person or shareholder. All alterations made in the Form of Proxy should be initialed.
3. In case multiple proxies are received not less than 48 (Forty Eight) hours before the time of holding the aforesaid meeting, the proxy later in time shall be accepted.
4. Also, a person who is a minor cannot be appointed as proxy.

HCL TECHNOLOGIES LIMITED

Corporate Identity Number: L74140DL1991PLC046369

Registered Office: 806, Siddharth, 96, Nehru Place, New Delhi-110019.

Website: www.hcltech.com; E-mail: investors@hcl.com

Tel: +91 11 26444812; Fax: +91 11 26436336

Court Convened Meeting of the Equity Shareholders of HCL Technologies Limited

ATTENDANCE SLIP

Please complete this Attendance Slip and hand it over at the entrance of the meeting hall.

I hereby record my presence at the meeting of the Equity Shareholders convened under the directions of Hon'ble High Court of Delhi at New Delhi, vide order dated January 22, 2016 passed in Company Application (M) No. 12 of 2016 held on Saturday, March 5, 2016 at Sri Sathya Sai International Centre, Bhishma Pitamah Marg, Lodhi Road, New Delhi-110003 at 11.00 a.m.

Name and Address of the Equity Shareholder: _____

(If represented by Authorised Representative, details of the same)

No. of Shares : _____

DP Id* : _____

Client Id* : _____

Regd. Folio No. : _____

Name of the proxy holder/

Authorised representative : _____

** Applicable for shareholder(s) holding shares in dematerialized form.*

I further declare that above particulars are true and correct to the best of my knowledge.

Signature: _____

Place:

Date :

Important:

1. Equity Shareholder, proxy holder or the Authorized Representative attending this meeting must bring this attendance slip to the meeting and hand over at the entrance duly filled and signed.
2. Equity Shareholder, proxy holder or the Authorized Representative are requested to bring their copy of notice for reference at the meeting.
3. Equity Shareholders are requested to hand over the enclosed Attendance slip, duly signed in accordance with their specimen signature(s) registered with the Company for admission to the meeting hall.