The efficiency catalyst

CIN: L72100DL1993PLC179154

FCS/STX/132/2019 **July 08, 2019**

To,

The Dept. of Corporate Services
The Stock Exchange Mumbai
Dalal Street, Fort,
Mumbai: 400001

National Stock Exchange of India Ltd.
Exchange Plaza, Plot No. C/1, G Block
Bandra Kurla Complex, Bandra (E),
Mumbai: 400051

Subject: Notice of 17th Extra-Ordinary General Meeting of the Company.

Dear Sir,

Pursuant to the provision of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, please find enclosed herewith the Notice of 17th Extra-Ordinary General Meeting (EGM) of the shareholders of FCS Software Solutions Limited, scheduled to be held on Tuesday, 30th July, 2019 at 09:00 A.M at The Executive Club, 439, Village Sahoorpur, Fatehpur Beri, New Delhi- 110074.

This is for your information and record.

Please take note of the same.

Thanking You,

Yours faithfully,
For **FCS Software Solutions Limited**

FCS Software Solutions Ltd.

Company Secretary

Harsha Sharma
(Company Secretary)
Membership No.: A33548

Encl: Notice of Extra – Ordinary General Meeting

enterprise interfaces
collaborative platforms
business processes

NOTICE

17TH EXTRA-ORDINARY GENERAL MEETING

of the shareholders of

FCS Software Solutions Limited will be held on

Tuesday, 30th day of July, 2019

at Executive Club, 439, Village Sahoorpur,
Fatehpur Beri, New Delhi – 110074

at 09:00 A.M

FCS Software Solutions Ltd.

NOTICE

NOTICE is hereby given that 17th Extra-Ordinary General Meeting of the shareholders of FCS Software Solutions Limited will be held on Tuesday, 30th day of July, 2019 at Executive Club, 439, Village Sahoorpur, Fatehpur Beri, New Delhi – 110074 at 09:00 A.M to transact the following business:

Special Business:

To consider and approve the scheme of Amalgamation/Arrangement of **Insync Business Solutions Limited ("Transferor Company-1"), Innova e Services Private Limited ("Transferor Company-2"), Stablesecure Infraservices Private Limited ("Transferor Company-3"), cGain Analytics Private Limited ("Transferor Company-4") and Zero Time Constructions Private Limited ("Transferor Company-5")"with FCS Software Solutions Limited ("Transferee Company")** and their respective shareholders and creditors under Section 233 of the Companies Act, 2013.

In this regard, the Members of the Company are requested to consider and, if thought fit, to pass with or without modification(s) the following resolution as Special Resolution:

To Propose the Scheme of Amalgamation /Arrangement

"RESOLVED THAT pursuant to provisions of Section 233 of the Companies Act, 2013 read with Rule 25 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory amendment(s), modification(s) or re-enactment thereof for the time being in force), applicable Regulation of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirement) Regulations, 2015 [SEBI LODR Regulations] the provisions of SEBI Notification No SEBI/LAD/NRO/GN/2016-17/029 dated 15th February, 2017 and Rule 25 of the Companies (Compromise, Arrangements and Amalgamations) Rules, 2016 ("Rules"), circulars and notifications made thereunder (including any statutory modification or re-enactment thereof) as may be applicable and subject to the provisions of relevant clauses of the Memorandum of Association and Articles of Association of the Company and subject to the requisite approvals, sanctions, consents, observations, no objections, confirmations, permissions from the Regional Director (being the authorities of Central Government delegated to the Regional Director) Northern Region New Delhi, Registrar of Companies, NCT Delhi & Haryana, New Delhi, The Official Liquidator New Delhi, or National Company Law Tribunal, New Delhi Bench, New Delhi and/ or such other competent authority as may be applicable and the confirmations, permission, sanction and approval of other statutory/regulatory authorities if any, in this regard and subject to such other conditions or guidelines, if any as may be prescribed or stipulated by any such authorities from time to time while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company ("Board"), the proposed Scheme of Amalgamation of **Insync Business Solutions Limited ("Transferor Company-1"), Innova e Services Private Limited ("Transferor Company-2"), Stablesecure Infraservices Private Limited ("Transferor Company-3"), cGain Analytics Private Limited ("Transferor Company-4") and Zero Time Constructions Private Limited("Transferor Company-5")"** (collectively 'Transferor Companies' or 'Wholly Owned Subsidiaries') **with FCS Software Solutions Limited ("Transferee Company")** and their respective shareholders and creditors ("Scheme"), be and is hereby approved.

RESOLVED FURTHER THAT Mr. Dalip Kumar, Chairman & Managing Director and/or Mr. Sunil Sharma, Director and/or Mr. Anil Kumar Sharma, Chief Financial Officer of the Company and/or Ms Harsha Sharma, Company Secretary be and is hereby severally authorized to make such alteration(s), addition(s) or modification(s) in the proposed Scheme of Amalgamation as they may deem expedient or necessary for satisfying the conditions, if any, imposed by the Hon'ble Regional Director (being the authorities of Central Government delegated to the Regional Director) Northern Region New Delhi, Registrar of Companies, NCT Delhi & Haryana, New Delhi, Office of the Official Liquidator New Delhi, or National Company Law Tribunal, New Delhi Bench, New Delhi and/or any other competent authority in this regard, keeping in view the interests of the Company."

For and on Behalf of FCS Software Solutions Limited

Sd/-
Harsha Sharma
Company Secretary
(M.NO: A33548)

Date: 28th June, 2019
Place: Noida

NOTES:-

1. The copies of the following documents as prescribed under Rule 25(3) of The Companies (Compromises, Arrangements And Amalgamations) Rules, 2016 are being circulated along with this notice and the same formulates an integral part of the notice:-
   a. PROPOSED SCHEME OF AMALGAMATION;
   b. DECLARATION OF SOLVENCY IN FORM CAA-10;
   c. STATEMENT WITH PRESCRIBED DISCLOSURES UNDER RULE 25(3)(a) READ WITH RULE 6(3) OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016 AS A PART OF EXPLANATORY STATEMENT.
2. **A MEMBER ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HER/HIM AND THE PROXY NEED NOT BE A MEMBER OF THE COMPANY. THE FORM/ INSTRUMENT APPOINTING PROXY SHOULD, HOWEVER, BE DEPOSITED AT THE REGISTERED OFFICE OF THE COMPANY WITHIN 48 HOURS BEFORE THE COMMENCEMENT OF THE MEETING.**
3. A proxy form is enclosed herewith. A person can act as proxy on behalf of members not exceeding 50 (fifty) and holding in aggregate not more than 10 (ten) percent of the total share capital of the Company. Provided that a member holding more than 10 (ten) percent of the total share capital of the Company may appoint a single person as proxy and such person shall not act as proxy for any other member.
4. During the period beginning 24 hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, a member would be entitled to inspect the proxies

lodged at any time during the business hours of the Company, provided that not less than three days of advance notice in writing is given to the Company.

5. Where a body corporate which is a member of the company authorizes any person to act as its representative at the meeting of the members of the company, a copy of the resolution of the Board of Directors or other governing body of such body corporate authorizing such person to act as its representative at the meeting, and certified to be a true copy by a director, the manager, the secretary, or other authorized officer of such body corporate shall be lodged with the company at its registered office not later than 48 hours before the meeting.
6. A Minor shall not be appointed as a Proxy.
7. The proxy of a member, who is blind or incapable of writing may be accepted if such member has attached his signature or mark thereto in the presence of a witness who shall add to his signature his description and address, provided that all insertions in the proxy are in the handwriting of the witness and such witness shall have certified at the foot of the proxy that all such insertions have been made by him at the request and in the presence of the member before he attached his signature or mark.
8. Members/Proxies should fill in the Attendance Slip for attending the Meeting and bring their Attendance Slips. All the persons attending the Meeting are advised to bring their original photo identity cards for verification.
9. The notice is being sent to all the members, whose names appear in the register of members/ Record of Depositories on 28th June, 2019. Voting rights shall be reckoned on the paid-up value of the shares registered in the name of the member as on that date.
10. All alterations made in the form of the proxy should be initialed.
11. The Statement pursuant to the provisions of Section 102 of the Companies Act, 2013 in respect of Item No.1 Particulars to be disclosed under Rule 25(3)(a) of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 are enclosed herewith and forms an integral part of this Notice.
12. In case of joint holders attending the Meeting, only such joint holder who is higher in the order of names will be entitled to vote.
13. Members who hold shares in electronic form are requested to write their DP ID and Client ID numbers and those who hold share(s) in physical form are requested to write their Folio Number in the Attendance Slip for attending the Meeting to facilitate identification of membership at the Meeting.
14. The voting rights of shareholders shall be in proportion of the shares held by them in the paid up equity share capital of the Company as on record date i.e. 23rd July, 2019 as per the Register of Members of the Company.
15. In accordance with the provisions of Section 108 of the Companies Act, 2013 read with the Companies (Management and Administration) Rules, 2014 and Regulation 44 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the business proposed for the ensuing Members' Meeting, may be transacted through electronic voting system provided by Link Intime India Private Limited and the Company is providing facility for voting by electronic means ("e-voting") to its members. Resolution(s) passed by members through e-voting is / are deemed to have been passed as if they have been passed at the ensuing Members' Meeting.

16. The Company has engaged the services of Link Intime India Private Limited ("LIIPL") to provide e-voting facilities and for security and enabling the members to cast their vote in a secure manner.
17. It may be noted that this e-voting facility is optional. The e-voting facility will be available at the link https://instavote.linkintime.co.in during the following voting period.

    Commencement of e-voting: 27/07/2019 at 09:00 A.M.

    End of e-voting: 29/07/2019 at 05:00 P.M.

    E-voting shall not be allowed beyond 29/07/2019 at 05:00 P.M.

    During the e-voting period, Members of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date may cast their vote electronically. The cut-off date for the limited purpose of e-voting is 23rd July, 2019.
18. The login ID and password for e-voting along with process, manner and instructions for e-voting is being sent to the members who have not registered their e-mail IDs with the Company along with physical copy of the notice.
19. Those members who have registered their e-mail IDs with the Company / their respective Depository Participants are being forwarded the login ID and password for e-voting along with process, manner and instructions by e-mail.
20. The Company has, in compliance with Rule 20 of the (Management and Administration) Rules, 2014, appointed Mr. Shashi Shekhar, Practicing Company Secretary (Membership No. 37987), as the Scrutinizer (as consented to be appointed as Scrutinizer) for conducting the electronic process in a fair and transparent manner.
21. Members are requested to intimate immediately any change in their address or other mandates to their Depository Participants with whom they are maintaining their demat accounts. The Company or its Registrar and Transfer Agent cannot change mandates for shares in electronic form.
22. Non-resident Indian Members are requested to inform the Company's Share Registrar –Link Intime India Private Limited immediately for:
    a) the change in the residential status on return to India for permanent settlement; and
    b) the particulars of the bank account(s) maintained in India with complete name, branch, account type, account number and address of the bank, if not furnished earlier.
23. Members holding shares in single name and physical form are advised to make nomination in respect of their shareholding in the Company. The nomination form can be obtained from the Company's Registrar.
24. Members who have not registered their e-mail addresses so far are requested to register their email addresses so that they can receive the Annual Report and other communication from the Company electronically.
25. Voting through electronic means:

    Pursuant to the provisions of Section 108 of the Companies Act, 2013, Rule 20 and Rule 21 of Companies (Management and Administration) Rules, 2014, the Company is pleased to provide its members with the facility to exercise their right to vote electronically through the electronic voting service facility arranged by Link Intime India Private Limited. The facility for voting through Ballot Paper, will also be available at the Meeting of the Members and the Members attending the Meeting who have not cast their votes by remote e-voting shall be able to exercise their right at

the Meeting through Ballot Paper. Members who have casted their votes by remote e-voting prior to the Meeting may attend the Meeting but shall not be entitled to cast their votes again.

26. All documents referred to in the accompanying Notice and the Explanatory Statement shall be open for inspection at the Registered Office of the Company during normal business hours (10.00 a.m. to 5.00 p.m.) on all working days except Saturdays and Sundays, up to and including the date of the Meeting of the Members of the Company.

Instructions for shareholders to vote electronically:

- **Log-in to e-Voting website of Link Intime India Private Limited (LIIPL)**

1. Visit the e-voting system of LIIPL. Open web browser by typing the following URL: https://instavote.linkintime.co.in.
2. Click on "Login" tab, available under 'Shareholders' section.
3. Enter your User ID, password and image verification code (CAPTCHA) as shown on the screen and click on "SUBMIT".
4. Your User ID details are given below:
   a. Shareholders holding shares in demat account with NSDL: Your User ID is 8 Character DP ID followed by 8 Digit Client ID
   b. Shareholders holding shares in demat account with CDSL: Your User ID is 16 Digit Beneficiary ID
   c. Shareholders holding shares in Physical Form (i.e. Share Certificate): Your User ID is Event No + Folio Number registered with the Company
5. Your Password details are given below:

   If you are using e-Voting system of LIIPL: https://instavote.linkintime.co.in for the first time or if you are holding shares in physical form, you need to follow the steps given below:

   Click on "Sign Up" tab available under 'Shareholders' section register your details and set the password of your choice and confirm (The password should contain minimum 8 characters, at least one special character, at least one numeral, at least one alphabet and at least one capital letter).

	For Shareholders holding shares in Demat Form or Physical Form
PAN	Enter your 10 digit alpha-numeric PAN issued by Income Tax Department (applicable for both demat shareholders as well as physical shareholders). • Members who have not updated their PAN with depository Participant or in the company record are requested to use the sequence number which is printed on Ballot Form / Attendance Slip indicated in the PAN Field.
DOB/ DOI	Enter the DOB (Date of Birth)/ DOI as recorded with depository participant or in the company record for the said demat account or folio number in dd/mm/yyyy format.

Bank Account Number	Enter the Bank Account number as recorded in your demat account or in the company records for the said demat account or folio number. • Please enter the DOB/ DOI or Bank Account number in order to register. If the above mentioned details are not recorded with the depository participants or company, please enter Folio number in the Bank Account number field as mentioned in instruction (iv-c).

If you are holding shares in demat form and had registered on to e-Voting system of LIIPL: https:// instavote.linkintime.co.in, and/or voted on an earlier voting of any company then you can use your existing password to login.

If Shareholders holding shares in Demat Form or Physical Form have forgotten password:

Enter User ID, select Mode and Enter Image Verification code (CAPTCHA). Click on "SUBMIT".

Incase shareholder is having valid email address, Password will be sent to the shareholders registered e-mail address. Else, shareholder can set the password of his/her choice by providing the information about the particulars of the Security Question & Answer, PAN, DOB/ DOI, Dividend Bank Details etc. and confirm. (The password should contain minimum 8 characters, at least one special character, at least one numeral, at least one alphabet and at least one capital letter)

NOTE: The password is to be used by demat shareholders for voting on the resolutions placed by the company in which they are a shareholder and eligible to vote, provided that the company opts for e-voting platform of LIIPL.

For shareholders holding shares in physical form, the details can be used only for voting on the resolutions contained in this Notice.

It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.

- **Cast your vote electronically**

6. After successful login, you will be able to see the notification for e-voting on the home page of INSTA Vote. Select/ View "Event No" of the company, you choose to vote.
7. On the voting page, you will see "Resolution Description" and against the same the option "Favour/ Against" for voting.

   Cast your vote by selecting appropriate option i.e. Favour/Against as desired.

   Enter the number of shares (which represents no. of votes) as on the cut-off date under 'Favour/ Against'. You may also choose the option 'Abstain' and the shares held will not be counted under 'Favour/Against'.
8. If you wish to view the entire Resolution details, click on the 'View Resolutions' File Link.
9. After selecting the appropriate option i.e. Favour/Against as desired and you have decided to vote, click on "SUBMIT". A confirmation box will be displayed. If you wish to confirm your vote, click on "YES", else to change your vote, click on "NO" and accordingly modify your vote.
10. Once you confirm your vote on the resolution, you will not be allowed to modify or change your vote subsequently.

11. You can also take the printout of the votes cast by you by clicking on "Print" option on the Voting page.

- **General Guidelines for shareholders:**
- Institutional shareholders (i.e. other than Individuals, HUF, NRI etc.) and Custodian are required to log on to e-Voting system of LIIPL: https://instavote.linkintime.co.in and register themselves as '**Custodian / Mutual Fund / Corporate Body'.**

  They are also required to upload a scanned certified true copy of the board resolution /authority letter/power of attorney etc. together with attested specimen signature of the duly authorised representative(s) in PDF format in the **'Custodian / Mutual Fund / Corporate Body'** login for the Scrutinizer to verify the same.
- During the voting period, shareholders can login any number of time till they have voted on the resolution(s) for a particular "Event".
- Shareholders holding multiple folios/demat account shall choose the voting process separately for each of the folios/demat account.
- In case the shareholders have any queries or issues regarding e-voting, please refer the Frequently Asked Questions ("FAQs") and Instavote e-Voting manual available at https://instavote.linkintime.co.in, under Help section or write an email to enotices@linkintime.co.in or Call us :- Tel : 022 - 49186000.

For and on Behalf of FCS Software Solutions Limited

Sd/-
Harsha Sharma
Company Secretary
(M.NO: A33548)

Date: 28th June, 2019
Place: Noida

EXPLANATORY STATEMENT UNDER SECTIONS 102 AND 233 OF THE COMPANIES ACT, 2013 READ WITH THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

1. In this statement the scheme envisages the amalgamation of Insync Business Solutions Limited ("Transferor Company-1"), Innova e Services Private Limited ("Transferor Company-2"), Stablesecure Infraservices Private Limited ("Transferor Company-3"), cGain Analytics Private Limited ("Transferor Company-4") and Zero Time Constructions Private Limited ("Transferor Company-5") (collectively 'Transferor Companies' or 'Wholly Owned Subsidiaries') with FCS Software Solutions Limited (hereinafter referred as "FCS"/ Transferee Company), under Section 233 of the Companies Act, 2013 read with Rule 25 of the Companies (Compromise, Arrangement and Amalgamations) Rules, 2016 with effect from the Appointed date i.e 1st January, 2019 and dissolution of Transferor Companies, without winding up.

2. The other definitions contained in the Scheme of Amalgamation between the Transferor Companies and the Transferee Company and their respective shareholders (hereinafter referred to as the "Scheme" or "Scheme of Amalgamation") will also apply to this Statement under Sections 102 and 233 of the Companies Act, 2013 ("the Act").

3 A copy of Scheme setting out the terms and conditions is appended herewith, The Scheme if approved in the aforesaid meeting, will be subject to subsequent approval by the creditors and the Regional Director having jurisdiction and subject to such other approval, permissions and sanctions of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by the creditors or the Regional Director or by any regulatory or other authorities while granting consents, approvals and permissions which may be agreed to by the Board of Directors of the Company.

4. A draft Scheme of Amalgamation is proposed for the approval of the Shareholders at the meeting. The Draft Scheme has also been filed with the Registrar of Companies NCT Delhi & Haryana, New Delhi and the Office of the Official Liquidator, New Delhi, inviting objections or suggestions, if any, on the draft Scheme.

   The Company has received "No Objection" from the from the Office of the Registrar of Companies, NCT Delhi & Haryana, New Delhi vide their letter no. 9/260/2019/ROC/1897 dated 12.06.2019 and the Company has not received any adverse remark /observation/suggestion from the office of Official Liquidator.

5. In compliance with the provisions of the Act, the Company now proceeds to obtain the consent of the shareholders and creditors for approval of the said scheme. A meeting of the Equity Shareholders of the Transferee Company / FCS is being convened herewith for the purpose of considering and, if thought fit, approving with or without modification(s), the proposed Scheme of Amalgamation of Insync Business Solutions Limited ("Transferor Company-1"), Innova e Services Private Limited ("Transferor Company-2"), Stablesecure Infraservices Private Limited ("Transferor Company-3"), cGain Analytics Private Limited ("Transferor Company-4") and Zero Time Constructions Private Limited ("Transferor Company-5")" (collectively 'Transferor Companies' or 'Wholly Owned Subsidiaries') with FCS Software Solutions Limited (Transferee Company).

6. Save as specifically provided in this Scheme, neither the Transferor Companies nor the Transferee Company shall make any change in their capital structure either by way of increase or by way of decrease, reduction, reclassification, sub-division, consolidation, re-organization or in any other manner.

7. This may be treated a content report adopted by the Directors of the Transferee Company and Transferor Companies explaining effect of the Scheme.

8. Members are requested to note that the members to whom this notice is sent may vote in the meeting either in person or by proxy.

9. There are no winding up proceedings pending against the Applicant Companies as of date.

None of the Directors, Key Managerial Personnel and their relatives are in any way concerned or interested, financially or otherwise, directly or indirectly in the proposed resolution.

All other material documents pertaining to the above resolution shall be available for inspection by the Members at the Registered Office of the Company.

For and on Behalf of FCS Software Solutions Limited

Sd/-
Harsha Sharma
Company Secretary
(M.NO: A33548)

Date: 28th June, 2019
Place: Noida

PARTICULARS TO BE DISCLOSED UNDER RULE 25(3)(a) OF COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

(1) Details of Transferor Company-1 - Insync Business Solutions Limited

S.No.	Details of the Company	
1.	Name of the Transferor Company	Insync Business Solutions Limited
2.	Corporate Identification Number (CIN) of the Transferor Company	U72900DL2009PLC196146
3.	Global Location Number (GLN) of the Transferor Company	NA
4.	Permanent Account Number (PAN) of the Transferee Company	AACCI1735P
5.	Date of Incorporation of the Transferor Company	18/11/2009
6.	Type of the company (whether public or private or one-person company)	Public Company
7.	Registered office address of the Transferor Company	205, 2nd Floor , Agrawal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur, Delhi DL 110092
8.	E-mail address of the Transferor Company	insyncbusinesssolutions@gmail.com
9.	Summary of the Main objects of the Transferor Company as per the Memorandum of association; and main business carried on by the company;	Main Objects 1. To carry on business support services, back office and agency work in the fields of financial services including Insurance, Retail Solutions, Education Services, Solutions for Telecom and Services Industry, Sales and Services, Data processing, System analysis and design, programming, data

		storage, software documentation, computer based systems, and to deal in other office automation softwares or hardwares and all related activities to provide end to end solutions for all industries. 2. To carry on business of recruitment, training and placements in the field of Information Technology, IT enabled Services sector, Computer Science and technology, medical sciences, commerce, management, designing, law and all other educational and technical fields of education and career developments to the students or candidates in association with foreign or Indian universities, colleges or firms. To provide training services that conducts pre-hire training programs for new recruits of its clients. It include training to make skilled people proficient in English, soft skills, and process related knowledge in IT/ITes sector. 3. To train people who are carefully selected by our client company and / or for our client company for job on completion of our training program. To aims to impart knowledge and teach skills through both classroom and on-job-training, and gives the candidates the best of both worlds, which includes subjects like language skills, computer proficiency and soft skills. To provide a flexi-section that can be customized to suit the specific requirements of clients and according to the needs of a client and area of specialization of candidates, the relevant training material would be conceptualized and designed. 4. To recruit or advise on recruitment of staff, provide project and consulting services for any company or organization to conduct market research, project planning, training classes, seminars, and conferences etc. To carry on the business of providing personnel whether skilled or semiskilled to any institutions, concerns, society, body corporate, firm, association, whether incorporated or not, departments of government-Central/ States, public or local authority, trust, industry or any other person or group of persons.

		5. To license otherwise authorize others to engage in the foregoing business and to engage in general and specific research and development in areas related to and involving forgoing business as referred to sub-clause (1) above. Main business carried on by the company:- 1. Business Support services 2. IT & IT Enabled Services
10.	Details of change of objects of the Transferor Company during the last five years	No Change
11.	Details of change of name, registered office and of the Transferor Company during the last five years	NA
12.	Name of the stock exchange (s) where securities of the Transferor Company are listed, if applicable	The Equity shares of the Transferor Company are not listed on any stock exchange in India.
13.	Details of the capital structure of the Transferor Company including authorised, issued, subscribed and paid up share capital	**Authorized Share Capital** 1,00,000 equity share of Rs. 10 each amounting to INR 10,00,000 **Issued, Subscribed and Paid-up Share Capital** 50,000 equity share of Rs. 10 each amounting to INR 5,00,000 **There was no change of Capital Structure of the Transferor Company-1 after the appointed date.**
14.	Names of the promoters of the Transferor Company along with their addresses	FCS Software Solutions Limited (Holding Company) 205, 2nd Floor, Agarwal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur, New Delhi
15.	Names of the directors of the Transferor Company along with their addresses	**Name** — **Address** DALIP KUMAR — 229, Sector-15-A Noida 201301 UP SHAYAM SUNDER SHARMA — House No.111, Old Arya Nagar Ghaziabad 201001 CHETAN KUMAR VERMA — SKF-508, Shipra Krishna, Vista, 14, Ahinsa Khand, Indirapuram, Ghaziabad 201014

16.	The fact and details of any relationship subsisting between both the Transferor Company and Transferee Company	The instant case proposes the merger of the Transferor Company with the Transferee Company. The Transferor Company is Wholly owned subsidiary of the Transferee Company.
17.	The date of the Board Meeting at which the Scheme was approved by the board of directors of the Transferor Company.	5th April, 2019
18.	The name of the directors of the Transferor Company who voted in favour of the resolution	1. Dalip Kumar 2. Shayam Sunder Sharma 3. Chetan Kumar Verma
19.	The name of the directors of the Transferor Company who voted against the resolution	Not Applicable
20.	The name of the directors who did not vote or participate on such resolution	Not Applicable
21.	Parties to the Scheme of Amalgamation	**Insync Business Solutions Limited ("Transferor Company-1"), Innova e Services Private Limited ("Transferor Company-2"), Stablesecure Infraservices Private Limited ("Transferor Company-3"), cGain Analytics Private Limited ("Transferor Company-4") and Zero Time Constructions Private Limited ("Transferor Company-5")"** (collectively 'Transferor Companies' or 'Wholly Owned Subsidiaries') with **FCS Software Solutions Limited** (Transferee Company).
22.	Appointed Date	1st January, 2019
23.	Effective Date	The Scheme shall become effective on last of the following dates (i) Sanction by the Competent Authority and (ii) certified or authenticated copy of the order of the Competent Authority sanctioning the scheme being filed with the Registrar of Companies NCT Delhi & Haryana, New Delhi by the Transferor Company and the Transferee Company.
24.	Summary of valuation report (if applicable) including basis of valuation and fairness opinion of the registered valuer, if any, and the declaration that the valuation report is available for inspection at the registered office of the company;	The present case involves the merger of the Transferor Company with the Transferee Company. The Transferor Company being Wholly owned subsidiary of the Transferee Company, upon the scheme becoming effective, no shares shall be issued by the Transferee Company.
25.	Details of capital or debt restructuring, if any	The Scheme does not propose any capital or debt restructuring of either of the Transferor Company or the Transferee Company.

26.	Rationale for the compromise or arrangement;	1. In order to consolidate the business at one place and effectively manage the Transferor Companies and Transferee Company as a single entity, which will provide several benefits including streamlined group structure by reducing the number of entities, reducing the multiplicity of legal and regulatory compliances, rationalizing costs, it is intended that transferor companies be amalgamated with the Transferee Company. 2. The independent operations of the Transferor Companies and Transferee Company leads to incurrence of significant costs and the amalgamation would enable economies of scale by attaining critical mass and achieving cost saving. The amalgamation will thus eliminate a multi layer structure and reduce managerial overlaps, which are necessarily involved in running multiple entities and also prevent cost duplication that can erode financial efficiencies of a holding structure and the resultant operation would be substantially cost-efficient. This scheme would result in simplified corporate structure of the Transferee Companies and its businesses, thereby leading to more efficient utilization of capital and creation of a consolidated base for future growth of the Transferee Companies. 3. The amalgamation will contribute in furthering and fulfilling the objectives and business strategies of all the companies thereby accelerating growth, expansion and development of the respective businesses through the Transferee Company. The amalgamation will thus enable further expansion of the Transferee Company and provide a strong and focus base to undertake the business more advantageously. Further, this arrangement would bring concentrated management focus, integration, streamlining of the management structure, seamless implementation of policy changes and shall also help enhance the efficiency and control of the Transferor Companies and Transferee Company. 4. The synergy created by scheme of arrangement would increase operational

		efficiency and integrate business functions. 5. The proposed arrangement will provide greater integration and flexibility to the Transferee Company and strengthen its position in the industry, it terms of the assets base, revenues, product and service range.
27.	Benefits of the compromise or arrangement as perceived by the Board of directors to the company, members, creditors and others (as applicable);	As a result of amalgamation of the Companies the following benefits will accrue to the Companies: (1) Optimum and efficient utilization and rationalization of Capital, resources, assets and facilities; (2) Enhancement of competitive strengths including financial resources; (3) Better Management and focus on growing the business; (4) Obtaining Synergy benefits; (5) Reduction of overheads, administrative, Managerial and Other expenditures; (6) Simplify shareholding structure and reduce shareholding tiers
28.	Amount due to unsecured creditors	The amount due to unsecured creditors as on 31.05.2019 is Rs. 10,800.
29.	Effect of the Scheme of Amalgamation on (a) key managerial personnel; (b) directors; (c) promoters; (d) non-promoter members; (e) depositors; (f) creditors; (g) debenture holders; (h) deposit trustee and debenture trustee; (i) employees of the company:	1. The scheme does not in any manner adversely affect the interests of directors, promoters and Key Managerial Personnel of the Transferor Company. 2. The Transferor Company has not issued any debentures and not accepting deposits. 3. The creditors of Transferor companies shall become the creditors of the Transferee Company on the effective date and the liabilities towards such creditors shall stand transferred to the Transferee Company 4. The employee of the Transferor Company shall be engaged by the Transferee Company without any break or interruption in their service on the same terms and conditions on which they are engaged by the Transferor Company on the Effective Date.
30.	Investigation or proceedings, if any, pending against the Company under the Act:	There are no investigations or proceedings pending against the Company.

31.	Details of approvals, sanctions or no-objection(s), if any, from regulatory or any other governmental authorities	The Transferor Company will be obtaining the approval of its Creditors to the Scheme and no objection, if any, from the office of the Registrar of Companies, Official Liquidator and/ or any other Competent Authority, if required.
32.	Documents for Inspection:	The following documents are open for inspection, at the Registered Office of the Company during the normal business hours (10.00 a.m to 5.00 p.m) on all working days except Saturdays and Sundays up to one day prior to the date of the Meeting of the Members of the Transferor Company and shall also be available for inspection at the venue of the proposed meeting till the conclusion of the said meeting. a) Latest audited financial statements of the Company for the FY 2018-19. b) Copy of the scheme of Amalgamation/ Arrangements. c) The certificate issued by Auditor of the Company to the effect that the accounting treatment, if any proposed in the scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.

(2) Details of Transferor Company-2 - Innova e Services Private Limited

S.No.	Details of the Company	
1.	Name of the Transferor Company	Innova e Services Private Limited
2.	Corporate Identification Number (CIN) of the Transferor Company	U72300DL2006PTC156858
3.	Global Location Number (GLN) of the Transferor Company	NA
4.	Permanent Account Number (PAN) of the Transferor Company	AABCI6633D
5.	Date of Incorporation of the Transferor Company	21/12/2006
6.	Type of the company (whether public or private or one-person company)	Private Company
7.	Registered office address of the Transferor Company	205, 2nd Floor , Agrawal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur, Delhi DL 110092
8.	E-mail address of the Transferor Company	durgainnova@gmail.com

9.	Summary of the Main objects of the Transferor Company as per the Memorandum of association; and main business carried on by the company;	Main Objects The Main business of the Company are: 1. To carry on the business of selling, buying, trading, import, export, producing, assembling, and processing of computers, computer hardware. software and electronics and electrical gadgets, equipments, electronic machines, electronic end other printers Typewriters end computer accessories and. parts, computers data processors, data processing machines, types, cards, memory equipments and all or any other type of equipment and materials of every kind and description useful and used in connection with computers. 2. To carry on the business as a Data Center Company for carrying out Internet infrastructure related business Including Call Centers, Knowledge Process Outsourcing, Business Process Outsourcing Onilne Market Surveys, Online Marketing, Business Processing Outsourcing, Information Technology Enabled Services (ITes), E-Business. E-Commerce Services, Payment Gateways, Data Integration, format conversion and integration, digital data publishing and to carry out internet based mass electronic storage related activities such as storage on demand service, backup on demand service and provide infrastructure for the same. 3. To license otherwise authorize others to engage in the foregoing business and to engage in general and specific research and development in areas related to and involving foregoing business as referred in sub-clause (1&2) above. Main Business Carried on by the company: 1. Consultancy Services
10.	Details of change of objects of the Transferor Company during the last five years	No Change
11.	Details of change of name, registered office and of the Transferor Company during the last five years	NA
12.	Name of the stock exchange (s) where securities of the Transferor Company are listed, if applicable	The Equity shares of the Transferor Company are not listed on any stock exchange in India.

13.	Details of the capital structure of the Transferor Company including authorised, issued, subscribed and paid up share capital	**Authorized Share Capital** 14,60,000 equity share of Rs. 10 each amounting to INR 1,46,00,000 **Issued, Subscribed and Paid-up Share Capital** 14,60,000 equity share of Rs. 10 each amounting to INR 1,46,00,000 **There was no change of Capital Structure of the Transferor Company-2 after the appointed date.**
14.	Names of the promoters of the Transferor Company along with their addresses	FCS Software Solutions Limited (Holding Company) 205, 2nd Floor, Agarwal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur New Delhi
15.	Names of the promoters of the Transferor Company along with their addresses	**Name** — **Address** DALIP KUMAR — 229, Sector-15-A Noida 201301 UP ASHUTOSH ACHARYA — Chandapur Kuanrpur Rambag Badachana Jajapur - 755014 CHETAN KUMAR VERMA — SKF-508, Shipra Krishna, Vista, 14, Ahinsa Khand, Indirapuram, Ghaziabad 201014
16.	The fact and details of any relationship subsisting between both the Transferor Company and Transferee Company	The instant case proposes the merger of the Transferor Company with the Transferee Company. The Transferor Company is Wholly owned subsidiary of the Transferee Company.
17.	The date of the Board Meeting at which the Scheme was approved by the board of directors of the Transferee Company.	1st April, 2019
18.	The name of the directors of the Transferor Company who voted in favour of the resolution	1. Dalip Kumar 2. Ashutosh Acharya 3. Chetan Kumar Verma
19.	The name of the directors of the Transferor Company who voted against the resolution	Not Applicable
20.	The name of the directors who did not vote or participate on such resolution	Not Applicable

21.	Parties to the Scheme of Amalgamation	**Insync Business Solutions Limited ("Transferor Company-1"), Innova e Services Private Limited ("Transferor Company-2"), Stablesecure Infraservices Private Limited ("Transferor Company-3"), cGain Analytics Private Limited ("Transferor Company-4") and Zero Time Constructions Private Limited ("Transferor Company-5")"** (collectively 'Transferor Companies' or 'Wholly Owned Subsidiaries') with **FCS Software Solutions Limited** (Transferee Company).
22.	Appointed Date	1st January, 2019
23.	Effective Date	The Scheme shall become effective on last of the following dates (i) Sanction by the Competent Authority and (ii) certified or authenticated copy of the order of the Competent Authority sanctioning the scheme being filed with the Registrar of Companies NCT Delhi & Haryana, New Delhi by the Transferor Company and the Transferee Company.
24.	Summary of valuation report (if applicable) including basis of valuation and fairness opinion of the registered valuer, if any, and the declaration that the valuation report is available for inspection at the registered office of the company;	The present case involves the merger of the Transferor Company with the Transferee Company. The Transferor Company being Wholly owned subsidiary of the Transferee Company, upon the scheme becoming effective, no shares shall be issued by the Transferee Company.
25.	Details of capital or debt restructuring, if any	The Scheme does not propose any capital or debt restructuring of either of the Transferor Company or the Transferee Company.
26.	Rationale for the compromise or arrangement;	1. In order to consolidate the business at one place and effectively manage the Transferor Companies and Transferee Company as a single entity, which will provide several benefits including streamlined group structure by reducing the number of entities, reducing the multiplicity of legal and regulatory compliances, rationalizing costs, it is intended that transferor companies be amalgamated with the Transferee Company. 2. The independent operations of the Transferor Companies and Transferee Company leads to incurrence of significant costs and the amalgamation would enable economies of scale by attaining critical mass and achieving cost saving. The amalgamation

		will thus eliminate a multi layer structure and reduce managerial overlaps, which are necessarily involved in running multiple entities and also prevent cost duplication that can erode financial efficiencies of a holding structure and the resultant operation would be substantially cost-efficient. This scheme would result in simplified corporate structure of the Transferee Companies and its businesses, thereby leading to more efficient utilization of capital and creation of a consolidated base for future growth of the Transferee Companies. 3. The amalgamation will contribute in furthering and fulfilling the objectives and business strategies of all the companies thereby accelerating growth, expansion and development of the respective businesses through the Transferee Company. The amalgamation will thus enable further expansion of the Transferee Company and provide a strong and focus base to undertake the business more advantageously. Further, this arrangement would bring concentrated management focus, integration, streamlining of the management structure, seamless implementation of policy changes and shall also help enhance the efficiency and control of the Transferor Companies and Transferee Company. 4. The synergy created by scheme of arrangement would increase operational efficiency and integrate business functions. 5. The proposed arrangement will provide greater integration and flexibility to the Transferee Company and strengthen its position in the industry, it terms of the assets base, revenues, product and service range.
27.	Benefits of the compromise or arrangement as perceived by the Board of directors to the company, members, creditors and others (as applicable);	As a result of amalgamation of the Companies the following benefits will accrue to the Companies: (1) Optimum and efficient utilization and rationalization of Capital, resources, assets and facilities; (2) Enhancement of competitive strengths including financial resources;

		(3) Better Management and focus on growing the business; (4) Obtaining Synergy benefits; (5) Reduction of overheads, administrative, Managerial and Other expenditures; (6) Simplify shareholding structure and reduce shareholding tiers
28.	Amount due to unsecured creditors	The amount due to unsecured creditors as on 31.05.2019 is Rs. 27,614/-
29.	Effect of the Scheme of Amalgamation on (a) key managerial personnel; (b) directors; (c) promoters; (d) non-promoter members; (e) depositors; (f) creditors; (g) debenture holders; (h) deposit trustee and debenture trustee; (i) employees of the company:	1. The scheme does not in any manner adversely affect the interests of directors, promoters and Key Managerial Personnel of the Transferor Company. 2. The Transferor Company has not issued any debentures and not accepting deposits. 3. The creditors of Transferor companies shall become the creditors of the Transferee Company on the effective date and the liabilities towards such creditors shall stand transferred to the Transferee Company 4. The employee of the Transferor Company shall be engaged by the Transferee Company without any break or interruption in their service on the same terms and conditions on which they are engaged by the Transferor Company on the Effective Date.
30.	Investigation or proceedings, if any, pending against the Company under the Act:	There are no investigations or proceedings pending against the Company.
31.	Details of approvals, sanctions or no-objection(s), if any, from regulatory or any other governmental authorities.	The Transferor Company will be obtaining the approval of its Creditors to the Scheme and no objection if any from the office of the Registrar of Companies, Official Liquidator and/or any other competent authority, if require.
32.	Documents for Inspection:	The following documents are open for inspection, at the Registered Office of the Company during the normal business hours (10.00 a.m to 5.00 p.m) on all working days except Saturdays and Sundays up to one day prior to the date of the Meeting of the Members of the Transferor Company and shall also be available for inspection at the venue of the proposed meeting till the conclusion of the said meetings.

		a) Latest audited financial statements of the Company for the FY 2018-19. b) Copy of the scheme of Arrangements. c) The certificate issued by Auditor of the Company to the effect that the accounting treatment, if any proposed in the scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.

(3) Details of Transferor Company-3 – Stablesecure Infraservices Private Limited

S.No.	Details of the Company	
1.	Name of the Transferor Company	Stablesecure Infraservices Private Limited
2.	Corporate Identification Number (CIN) of the Transferor Company	U72100DL2010PTC207678
3.	Global Location Number (GLN) of the Transferor Company	NA
4.	Permanent Account Number (PAN) of the Transferee Company	AAOCS8172Q
5.	Date of Incorporation of the Transferor Company	30/08/2010
6.	Type of the company (whether public or private or one-person company)	Private Company
7.	Registered office address of the Transferor Company	205, 2nd Floor , Agrawal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur, Delhi DL 110092
8.	E-mail address of the Transferor Company	stablesecureinfraservices@gmail.com
9.	Summary of the Main objects of the Transferor Company as per the Memorandum of association; and main business carried on by the company;	Main Objects 1. To carry on the business of selling, buying, trading, import, export, producing, assembling, processing of computers, computer hardware, software and electronics and electrical gadgets, equipments, electronic machines, printers, typewriters and computer accessories and parts, computers data processors, data processing machines, types, cards, memory equipments, and all or any other types of equipment and materials of every kind and description useful and used in connection with computers.

		2. To license otherwise authorize others to engage in the foregoing business and to engage in general and specific research and development in areas related to and involving foregoing business as referred in sub-clause (1) above. 3. To carry on the business as a data center company for carrying out internet infrastructure related businesses including call centers, knowledge process outsourcing, business process outsourcing, online market surveys, online marketing, business processing outsourcing, information technology enabled services (ITES), e-business, e-commerce services, payment gateways, data integration, format conversion and integration, digital data publishing and to carry out internet based mass electronic storage related activities such as storage on demand service, backup on demand service and provide infrastructure for the same. 4. To carry on the business of buying, selling, trading, import, export, producing, assembling, processing of computers, computer hardware, software and electronic gadgets, equipment, electronic machines, electronic and other printer typewriters and computer accessories and parts, computer data processors data processing machines, types, cards, memory equipments, and all or any other types of equipment and materials of every kind and description useful and used in connection with computers. 5. To own, erect, construct, construct, develop, maintain, lease out and sell, either on its own or through joint venture, joint development or consortium or any other agreement with other entities; immovable property, comprising of land, buildings, township, colonies, building schemes, flats, sultes, residential/ business accommodations, multiplexes, shopping malls or arcades or other convenience or infrastructure and to make arrangement for their maintenance directly or indirectly in collaboration with others or in any other manner.

		6. To acquire land by purchase, lease collaborations, exchange or otherwise for development of the same in to residential and commercial constructions. 7. To carry out all kind of business in all type of real estate or the business of constructions, civil constructions and to layout, development, purchase, construct, build, erect demolish, re—erect, alter, improve repair, furnish, decorate, maintain take on lease, exchange or in any lawful manner acquire any land, buildings, hereditaments, immovable properties or super structure of any tenure or description, whether residential commercial industrial or otherwise, or the rights, titles or inherent therein or connected otherwise or to hold occupy, exchange, underlet, mortgage, allot, let out or dispose of the same in full or in part by outright sale or any other mode of disposition and to enter into agreements of all kinds relating to real estate business or to undertake structural, architectural or engineering work as well as to prepare estimates, designs, plants, drawing, specifications or models for such purpose. 8. To purchase, take on lease, acquire in exchange or otherwise own, hold, occupy, collaborate, manage, control, construct, erect, alter, develop, poll down, improve, repair, renovate work, build, plan, layout, set, transfer, mortgage, charge, assign, lease out, let out, sub—let, sub-lease, license and/ or otherwise dispose off all types of urban and/ or rural land plots, buildings, hereditaments, bungalows, quarters, offices, flats, warehouse, godowns, shops, shopping malls, arcades, multiplexes, entertainment centers, it centers, garages and/ or any other Construction stalls, markets, houses, structures, farmhouses, constructions, tenements, roads, bridges, forests, estate, or immovable properties whether, freehold or lease hold or whatever nature and wherever situated in consideration for a gross sum of rent or partly in one way and party in other or for any other consideration.

		9. To layout, develop, construct, build, demolish, re—erect, alter, repairs, remodel any infrastructural facilities or do any other business or work in connection with infrastructural facilities including roads, highways, docks, airport, sewers, bridges, canals, wells, springs, railways, irrigation, townships, colonies, multiplexes, technology parks or the provision of all types and nature of utilities including water, gas, sanitary, and electrical fittings, light, telegraph or power and to set apart ;and to provide or supply related facilities or otherwise to carry on the functions of a builder, promoter, contractor and civil engineer. Main Business Carried on by the company: 1. No Business carried on by the company during Financial Year 2018-19.
10.	Details of change of objects of the Transferor Company during the last five years	During the last five year object of the company has been changed as mentioned above in main object from point 1 to 9.
11.	Details of change of name, registered office and of the Transferor Company during the last five years	NA
12.	Name of the stock exchange (s) where securities of the Transferor Company are listed, if applicable	The Equity shares of the Transferor Company are not listed on any stock exchange in India.
13.	Details of the capital structure of the Transferor Company including authorised, issued, subscribed and paid up share capital	**Authorized Share Capital** 1,40,00,000 equity share of Rs. 10 each amounting to INR 14,00,00,000 **Issued, Subscribed and Paid-up Share Capital** 1,37,60,000 equity share of Rs. 10 each amounting to INR 13,76,00,000 **There was no change of Capital Structure of the Transferor Company-3 after the appointed date.**
14.	Names of the promoters of the Transferor Company along with their addresses	FCS Software Solutions Limited (Holding Company) 205, 2nd Floor, Agarwal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur New Delhi-110092

15.	Names of the promoters and directors of the Transferor Company along with their addresses	**Name** / **Address** DALIP KUMAR — 229, Sector-15-A Noida 201301 UP ASHUTOSH ACHARYA — Chandapur Kuanrpur Rambag Badachana Jajapur - 755014 CHETAN KUMAR VERMA — SKF-508, Shipra Krishna, Vista, 14, Ahinsa Khand, Indirapuram, Ghaziabad 201014
16.	The fact and details of any relationship subsisting between both the Transferor Company and Transferee Company	The instant case proposes the merger of the Transferor Company with the Transferee Company. The Transferor Company is Wholly owned subsidiary of the Transferee Company.
17.	The date of the Board Meeting at which the Scheme was approved by the board of directors of the Transferor Company.	3rd April, 2019
18.	The name of the directors of the Transferor Company who voted in favour of the resolution	1. Dalip Kumar 2. Ashutosh Acharya 3. Chetan Kumar Verma
19.	The name of the directors of the Transferor Company who voted against the resolution	Not Applicable
20.	The name of the directors who did not vote or participate on such resolution	Not Applicable
21.	Parties to the Scheme of Amalgamation	**Insync Business Solutions Limited ("Transferor Company-1"), Innova e Services Private Limited ("Transferor Company-2"), Stablesecure Infraservices Private Limited ("Transferor Company-3"), cGain Analytics Private Limited ("Transferor Company-4") and Zero Time Constructions Private Limited ("Transferor Company-5")"** (collectively 'Transferor Companies' or 'Wholly Owned Subsidiaries') with **FCS Software Solutions Limited** (Transferee Company).
22.	Appointed Date	1st January, 2019
23.	Effective Date	The Scheme shall become effective on last of the following dates (i) Sanction by the Competent Authority and (ii) certified or authenticated copy of the order of the Competent Authority sanctioning the scheme being filed with the Registrar of Companies NCT Delhi & Haryana, New Delhi by the Transferor Company and the Transferee Company.

24.	Summary of valuation report (if applicable) including basis of valuation and fairness opinion of the registered valuer, if any, and the declaration that the valuation report is available for inspection at the registered office of the company;	The present case involves the merger of the Transferor Company with the Transferee Company. The Transferor Company being Wholly owned subsidiary of the Transferee Company, upon the scheme becoming effective, no shares shall be issued by the Transferee Company.
25.	Details of capital or debt restructuring, if any	The Scheme does not propose any capital or debt restructuring of either of the Transferor Company or the Transferee Company.
26.	Rationale for the compromise or arrangement;	1. In order to consolidate the business at one place and effectively manage the Transferor Companies and Transferee Company as a single entity, which will provide several benefits including streamlined group structure by reducing the number of entities, reducing the multiplicity of legal and regulatory compliances, rationalizing costs, it is intended that transferor companies be amalgamated with the Transferee Company. 2. The independent operations of the Transferor Companies and Transferee Company leads to incurrence of significant costs and the amalgamation would enable economies of scale by attaining critical mass and achieving cost saving. The amalgamation will thus eliminate a multi layer structure and reduce managerial overlaps, which are necessarily involved in running multiple entities and also prevent cost duplication that can erode financial efficiencies of a holding structure and the resultant operation would be substantially cost-efficient. This scheme would result in simplified corporate structure of the Transferee Companies and its businesses, thereby leading to more efficient utilization of capital and creation of a consolidated base for future growth of the Transferee Companies. 3. The amalgamation will contribute in furthering and fulfilling the objectives and business strategies of all the companies thereby accelerating growth, expansion and development of the respective businesses through the Transferee Company. The amalgamation will thus enable further expansion of the Transferee Company and provide a strong and focus base to undertake

		the business more advantageously. Further, this arrangement would bring concentrated management focus, integration, streamlining of the management structure, seamless implementation of policy changes and shall also help enhance the efficiency and control of the Transferor Companies and Transferee Company. 4. The synergy created by scheme of arrangement would increase operational efficiency and integrate business functions. 5. The proposed arrangement will provide greater integration and flexibility to the Transferee Company and strengthen its position in the industry, it terms of the assets base, revenues, product and service range
27.	Benefits of the compromise or arrangement as perceived by the Board of directors to the company, members, creditors and others (as applicable);	As a result of amalgamation of the Companies the following benefits will accrue to the Companies: (1) Optimum and efficient utilization and rationalization of Capital, resources, assets and facilities; (2) Enhancement of competitive strengths including financial resources; (3) Better Management and focus on growing the business; (4) Obtaining Synergy benefits; (5) Reduction of overheads, administrative, Managerial and Other expenditures; (6) Simplify shareholding structure and reduce shareholding tiers
28.	Amount due to unsecured creditors	The amount due to unsecured creditors as on 31.05.2019 is Rs. 100,100/-
29.	Effect of the Scheme of Amalgamation on (a) key managerial personnel; (b) directors; (c) promoters; (d) non-promoter members; (e) depositors; (f) creditors; (g) debenture holders; (h) deposit trustee and debenture trustee;	1. The scheme does not in any manner adversely affect the interests of directors, promoters and Key Managerial Personnel of the Transferor Company. 2. The Transferor Company has not issued any debentures and not accepting deposits. 3. The creditors of Transferor companies shall become the creditors of the Transferee Company on the effective date and the liabilities towards such creditors shall stand transferred to the Transferee Company 4. The employee of the Transferor Company shall be engaged by the Transferee

	(i) employees of the company:	Company without any break or interruption in their service on the same terms and conditions on which they are engaged by the Transferor Company on the Effective Date.
30.	Investigation or proceedings, if any, pending against the Company under the Act:	There are no investigations or proceedings pending against the Company.
31.	Details of approvals, sanctions or no-objection(s), if any, from regulatory or any other governmental authorities	The Transferor Company will be obtaining the approval of its Creditors to the Scheme and no objection if any form the office of the Registrar of Companies, Official Liquidator and/ or any other Competent Authority, if required.
32.	Documents for Inspection:	The following documents are open for inspection, at the Registered Office of the Company during the normal business hours (10.00 a.m to 5.00 p.m) on all working days except Saturdays and Sundays up to one day prior to the date of the Meeting of the Members of the Transferor Company and shall also be available for inspection at the venue of the proposed meeting till the conclusion of the said meetings. a) Latest audited financial statements of the Company for the FY 2018-19. b) Copy of the scheme of Amalgamation/ Arrangement. c) The certificate issued by Auditor of the Company to the effect that the accounting treatment, if any proposed in the scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.

(4) Details of Transferor Company-4 - cGain Analytics Private Limited

S.No.	Details of the Company	
1.	Name of the Transferor Company	cGain Analytics Private Limited
2.	Corporate Identification Number (CIN) of the Transferor Company	U72300DL2008PTC178410
3.	Global Location Number (GLN) of the Transferor Company	NA
4.	Permanent Account Number (PAN) of the Transferor Company	AAHCA1439R

5.	Date of Incorporation of the Transferor Company	21/05/2008
6.	Type of the company (whether public or private or one-person company)	Private Company
7.	Registered office address of the Transferor Company	205, 2nd Floor , Agrawal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur, Delhi DL 110092
8.	E-mail address of the Transferor Company	pcsabhishekgupta@gmail.com
9.	Summary of the Main objects of the Transferor Company as per the Memorandum of association; and main business carried on by the company;	Main Objects The Main business of the Company are: 1. To develop market disruptive processes, technological tools and for solutions at economical cost factors trading companies, to provide training programmes in financial market verticals, to provide product development , 24*7 trading system helpdesk in US time Zone and to provide onsite and offshore contractual and permanent staffing in the similar fields. 2. To carry on business of recruitment, training and placements in the financial verticals, commerce, management and designing with a mix of Computer Science and technology and career developments to the students or candidates in association with foreign or Indian universities, colleges or firms. To provide training services that conducts pre-hire [taming programs for new recruits of its clients. it include training to make skilled people proficient in Financial Software's customized tools and other process related knowledge in Financial Information sector. 3. To train people who are carefully selected by our client company and / or for our client company for job on completion of our training program. To aims to impart knowledge and teach skills through both classroom and on—job—training, and gives the candidates the best of both worlds, which includes subjects like language skills, computer proficiency and soft skills. To provide a flexi-section that can be customized to suit the specific requirements of clients and according to the needs of a client and area of specialization of candidates, the relevant training material would be conceptualized and designed.

		4. To recruit or advise on recruitment of staff with financial acumens, provide project & consulting services for any company or any organization to conduct any market research, project planning, training classes, seminars, and conferences etc in financial and related fields. To carry on the business of providing personnel whether skilled or semi-skilled to any institutions, concerns, society, body corporate, firm, association, whether incorporated or not, departments of government – Central / States, public or local authority, trust, industry or any other person or group of persons. 5. To License otherwise authorize others to engage in the foregoing business and to engage in general and specific research and development in area related to and involving forgoing business as referred to sub clause (1) above Main Business Carried on by the company: 1. No Business carried on by the company during Financial Year 2018-19
10.	Details of change of objects of the Transferor Company during the last five years	No Change
11.	Details of change of name, registered office and of the Transferor Company during the last five years	NA
12.	Name of the stock exchange (s) where securities of the Transferee Company are listed, if applicable	The Equity shares of the Transferor Company are not listed on any stock exchange in India.
13.	Details of the capital structure of the Transferee Company including authorised, issued, subscribed and paid up share capital	**Authorized Share Capital** 25,00,000 equity share of Rs. 10 each amounting to INR 2,50,00,000 **Issued, Subscribed and Paid-up Share Capital** 24,80,000 equity share of Rs. 10 each amounting to INR 2,48,00,000 **There was no change of Capital Structure of the Transferor Company-4 after the appointed date.**
14.	Names of the promoters of the Transferor Company along with their addresses	FCS Software Solutions Limited (Holding Company) 205, 2nd Floor, Agarwal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur New Delhi-110090

15.	Names of the promoters and directors of the Transferor Company along with their addresses	**Name** DALIP KUMAR ASHUTOSH ACHARYA CHETAN KUMAR VERMA	**Address** 229, Sector-15-A Noida 201301 UP Chandapur Kuanrpur Rambag Badachana Jajapur - 755014 SKF-508, Shipra Krishna, Vista, 14, Ahinsa Khand, Indirapuram, Ghaziabad 201014
16.	The fact and details of any relationship subsisting between both the Transferor Company and Transferee Company	The instant case proposes the merger of the Transferor Company with the Transferee Company. The Transferor Company is Wholly owned subsidiary of the Transferee Company.	
17.	The date of the Board Meeting at which the Scheme was approved by the board of directors of the Transferor Company.	2nd April,2019	
18.	The name of the directors of the Transferor Company who voted in favour of the resolution	1. Dalip Kumar 2. Ashutosh Acharya 3. Chetan Kumar Verma	
19.	The name of the directors of the Transferor Company who voted against the resolution	Not Applicable	
20.	The name of the directors who did not vote or participate on such resolution	Not Applicable	
21.	Parties to the Scheme of Amalgamation	**Insync Business Solutions Limited ("Transferor Company-1"), Innova e Services Private Limited ("Transferor Company-2"), Stablesecure Infraservices Private Limited ("Transferor Company-3"), cGain Analytics Private Limited ("Transferor Company-4") and Zero Time Constructions Private Limited ("Transferor Company-5")"** (collectively 'Transferor Companies' or 'Wholly Owned Subsidiaries') with **FCS Software Solutions Limited** (Transferee Company).	
22.	Appointed Date	1st January, 2019	
23.	Effective Date	The Scheme shall become effective on last of the following dates (i) Sanction by the Competent Authority and (ii) certified or authenticated copy of the order of the Competent Authority sanctioning the scheme being filed with the Registrar of Companies NCT Delhi & Haryana, New Delhi by the Transferor Company and the Transferee Company.	

24.	Summary of valuation report (if applicable) including basis of valuation and fairness opinion of the registered valuer, if any, and the declaration that the valuation report is available for inspection at the registered office of the company;	The present case involves the merger of the Transferor Company with the Transferee Company. The Transferor Company being Wholly owned subsidiaries of the Transferee Company, upon the scheme becoming effective, no shares shall be issued by the Transferee Company.
25.	Details of capital or debt restructuring, if any	The Scheme does not propose any capital or debt restructuring of either of the Transferor Company or the Transferee Company.
26.	Rationale for the compromise or arrangement;	1. In order to consolidate the business at one place and effectively manage the Transferor Companies and Transferee Company as a single entity, which will provide several benefits including streamlined group structure by reducing the number of entities, reducing the multiplicity of legal and regulatory compliances, rationalizing costs, it is intended that transferor companies be amalgamated with the Transferee Company. 2. The independent operations of the Transferor Companies and Transferee Company leads to incurrence of significant costs and the amalgamation would enable economies of scale by attaining critical mass and achieving cost saving. The amalgamation will thus eliminate a multi layer structure and reduce managerial overlaps, which are necessarily involved in running multiple entities and also prevent cost duplication that can erode financial efficiencies of a holding structure and the resultant operation would be substantially cost-efficient. This scheme would result in simplified corporate structure of the Transferee Companies and its businesses, thereby leading to more efficient utilization of capital and creation of a consolidated base for future growth of the Transferee Companies. 3. The amalgamation will contribute in furthering and fulfilling the objectives and business strategies of all the companies thereby accelerating growth, expansion and development of the respective businesses through the Transferee Company. The amalgamation will thus enable further expansion of the Transferee Company and

		provide a strong and focus base to undertake the business more advantageously. Further, this arrangement would bring concentrated management focus, integration, streamlining of the management structure, seamless implementation of policy changes and shall also help enhance the efficiency and control of the Transferor Companies and Transferee Company. 4. The synergy created by scheme of arrangement would increase operational efficiency and integrate business functions. 5. The proposed arrangement will provide greater integration and flexibility to the Transferee Company and strengthen its position in the industry, it terms of the assets base, revenues, product and service range
27.	Benefits of the compromise or arrangement as perceived by the Board of directors to the company, members, creditors and others (as applicable);	As a result of amalgamation of the Companies the following benefits will accrue to the Companies: (1) Optimum and efficient utilization and rationalization of Capital, resources, assets and facilities; (2) Enhancement of competitive strengths including financial resources; (3) Better Management and focus on growing the business; (4) Obtaining Synergy benefits; (5) Reduction of overheads, administrative, Managerial and Other expenditures; (6) Simplify shareholding structure and reduce shareholding tiers
28.	Amount due to unsecured creditors	The amount due to unsecured creditors as on 31.05.2019 is Rs. 5,320/-
29.	Effect of the Scheme of Amalgamation on (a) key managerial personnel; (b) directors; (c) promoters; (d) non-promoter members; (e) depositors; (f) creditors; (g) debenture holders; (h) deposit trustee and debenture trustee; (i) employees of the company:	1. The scheme does not in any manner adversely affect the interests of directors, promoters and Key Managerial Personnel of the Transferor Company. 2. The Transferor Company has not issued any debentures and not accepting deposits. 3. The creditors of Transferor companies shall become the creditors of the Transferee Company on the effective date and the liabilities towards such creditors shall stand transferred to the Transferee Company.

		4. The employee of the Transferor Company shall be engaged by the Transferee Company without any break or interruption in their service on the same terms and conditions on which they are engaged by the Transferor Company on the Effective Date.
30.	Investigation or proceedings, if any, pending against the Company under the Act:	There are no investigations or proceedings pending against the Company.
31.	Details of approvals, sanctions or no-objection(s), if any, from regulatory or any other governmental authorities	The Transferor Company will be obtaining the approval of its Creditors to the Scheme and no objection if any form the office of the Registrar of Companies, Official Liquidator and/ or any other Competent Authority, if required.
32.	Documents for Inspection:	The following documents are open for inspection, at the Registered Office of the Company during the normal business hours (10.00 a.m to 5.00 p.m) on all working days except Saturdays and Sundays up to one day prior to the date of the Meeting of the Members of the Transferor Company and shall also be available for inspection at the venue of the proposed meeting till the conclusion of the said meetings. a) Latest audited financial statements of the Company for the FY 2018-19. b) Copy of the scheme of Arrangements. c) The certificate issued by Auditor of the Company to the effect that the accounting treatment, if any proposed in the scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.

(5) Details of Transferor Company-5 - Zero Time Constructions Private Limited

S.No.	Details of the Company	
1.	Name of the Transferor Company	Zero Time Constructions Private Limited
2.	Corporate Identification Number (CIN) of the Transferor Company	U72100DL2009PTC188964
3.	Global Location Number (GLN) of the Transferor Company	NA
4.	Permanent Account Number (PAN) of the Transferee Company	AAACZ4462G
5.	Date of Incorporation of the Transferor Company	30/03/2009

6.	Type of the company (whether public or private or one-person company)	Private Company
7.	Registered office address of the Transferor Company	205, 2nd Floor , Agrawal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur, Delhi DL 110092
8.	E-mail address of the Transferor Company	zerotimeconstructions@gmail.com
9.	Summary of the Main objects of the Transferor Company as per the Memorandum of association; and main business carried on by the company;	Main Objects 1. To carry on the business of selling, buying, trading, import, export, producing, assembling, processing of computers, computer hardware, software and electronics and electrical gadgets, equipments, electronic machines, printers, typewriters and computer accessories and parts, computers data processors, data processing machines, types, cards, memory equipments, and all or any other types of equipment and materials of every kind and description useful and used in connection with computers. 2. To license otherwise authorize others to engage in the foregoing business and to engage in general and specific research and development in areas related to and involving foregoing business as referred in sub-clause (1) above. 3. To carry on the business as a data center company for carrying out internet infrastructure related businesses including call centers, knowledge process outsourcing, business process outsourcing, online market surveys, online marketing, business processing outsourcing, information technology enabled services (ITES), e-business, e-commerce services, payment gateways, data integration, format conversion and integration, digital data publishing and to carry out internet based mass electronic storage related activities such as storage on demand service, backup on demand service and provide infrastructure for the same. 4. To carry on the business of buying, selling, trading, import, export, producing, assembling, processing of computers, computer hardware, software and electronic

		gadgets, equipment, electronic machines, electronic and other printer typewriters and computer accessories and parts, computer data processors data processing machines, types, cards, memory equipments, and all or any other types of equipment and materials of every kind and description useful and used in connection with computers. 5. To own, erect, construct, construct, develop, maintain, lease out and sell, either on its own or through joint venture, joint development or consortium or any other agreement with other entities; immovable property, comprising of land, buildings, township, colonies, building schemes, flats, sultes, residential/ business accommodations, multiplexes, shopping malls or arcades or other convenience or infrastructure and to make arrangement for their maintenance directly or indirectly in collaboration with others or in any other manner. 6. To obtain licenses, authorizations, permit forms concerned authorities for developments, constructions, colonization of land. 7. To acquire land by purchase, lease collaborations, exchange or otherwise for development of the same in to residential and commercial constructions. 8. To carry out all kind of business in all type of real estate or the business of constructions, civil constructions and to layout, development, purchase, construct, build, erect demolish, re—erect, alter, improve repair, furnish, decorate, maintain take on lease, exchange or in any lawful manner acquire any land, buildings, hereditaments, immovable properties or super structure of any tenure or description, whether residential commercial industrial or otherwise, or the rights, titles or inherent therein or connected otherwise or to hold occupy, exchange, underlet, mortgage, allot, let out or dispose of the same in full or in part by outright sale or any other mode of disposition and to enter into agreements of all kinds relating to real estate business or to undertake structural, architectural

		or engineering work as well as to prepare estimates, designs, plants, drawing, specifications or models for such purpose. 9. To purchase, take on lease, acquire in exchange or otherwise own, hold, occupy, collaborate, manage, control, construct, erect, alter, develop, poll down, improve, repair, renovate work, build, plan, layout, set, transfer, mortgage, charge, assign, lease out, let out, sub—let, sub-lease, license and/ or otherwise dispose off all types of urban and/ or rural land plots, buildings, hereditaments, bungalows, quarters, offices, flats, warehouse, godowns, shops, shopping malls, arcades, multiplexes, entertainment centers, it centers, garages and/ or any other Construction stalls, markets, houses, structures, farm houses, constructions, tenements, roads, bridges, forests, estate, or immovable properties whether, freehold or lease hold or whatever nature and wherever situated in consideration for a gross sum of rent or partly in one way and party in other or for any other consideration. 10. To layout, develop, construct, build, demolish, re—erect, alter, repairs, remodel any infrastructural facilities or do any other business or work in connection with infrastructural facilities including roads, highways, docks, airport, sewers, bridges, canals, wells, springs, railways, irrigation, townships, colonies, multiplexes, technology parks or the provision of all types and nature of utilities including water, gas, sanitary, and electrical fittings, light, telegraph or power and to set apart ;and to provide or supply related facilities or otherwise to carry on the functions of a builder, promoter, contractor and civil engineer. Main Business Carried on by the company: 1. No Business carried on by the company during Financial Year 2018-19
10.	Details of change of objects of the Transferor Company during the last five years	During the last five year object of the company has been changed as mentioned above in main object from point 1 to 4.
11.	Details of change of name, registered office and of the Transferor Company during the last five years	NA

12.	Name of the stock exchange (s) where securities of the Transferor Company are listed, if applicable	The Equity shares of the Transferor Company are not listed on any stock exchange in India.
13.	Details of the capital structure of the Transferor Company including authorised, issued, subscribed and paid up share capital	**Authorized Share Capital** 2,10,00,000 equity share of Rs. 10 each amounting to INR 21,00,00,000 **Issued, Subscribed and Paid-up Share Capital** 2,09,80,000 equity share of Rs. 10 each amounting to INR 20,98,00,000 **There was no change of Capital Structure of the Transferor Company after the appointed date.**
14.	Names of the promoters of the Transferor Company along with their addresses	FCS Software Solutions Limited (Holding Company) 205, 2nd Floor, Agarwal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur New Delhi-110090
15.	Names of the promoters and directors of the Transferor Company along with their addresses	**Name** — **Address** DALIP KUMAR — 229, Sector-15-A Noida 201301 UP ASHUTOSH ACHARYA — Chandapur Kuanrpur Rambag Badachana Jajapur - 755014 CHETAN KUMAR VERMA — SKF-508, Shipra Krishna, Vista, 14, Ahinsa Khand, Indirapuram, Ghaziabad 201014
16.	The fact and details of any relationship subsisting between both the Transferor Company and Transferee Company	The instant case proposes the merger of the Transferor Company with the Transferee Company. The Transferor Company is Wholly owned subsidiary of the Transferee Company.
17.	The date of the Board Meeting at which the Scheme was approved by the board of directors of the Transferee Company.	4th April,2019
18.	The name of the directors of the Transferor Company who voted in favour of the resolution	1. Dalip Kumar 2. Ashutosh Acharya 3. Chetan Kumar Verma
19.	The name of the directors of the Transferor Company who voted against the resolution	Not Applicable

20.	The name of the directors who did not vote or participate on such resolution	Not Applicable
21.	Parties to the Scheme of Amalgamation	**Insync Business Solutions Limited ("Transferor Company-1"), Innova e Services Private Limited ("Transferor Company-2"), Stablesecure Infraservices Private Limited ("Transferor Company-3"), cGain Analytics Private Limited ("Transferor Company-4") and Zero Time Constructions Private Limited ("Transferor Company-5")"** (collectively 'Transferor Companies' or 'Wholly Owned Subsidiaries') with **FCS Software Solutions Limited** (Transferee Company).
22.	Appointed Date	1st January, 2019
23.	Effective Date	The Scheme shall become effective on last of the following dates (i) Sanction by the Competent Authority and (ii) certified or authenticated copy of the order of the Competent Authority sanctioning the scheme being filed with the Registrar of Companies NCT Delhi & Haryana, New Delhi by the Transferor Company and the Transferee Company.
24.	Summary of valuation report (if applicable) including basis of valuation and fairness opinion of the registered valuer, if any, and the declaration that the valuation report is available for inspection at the registered office of the company;	The present case involves the merger of the Transferor Company with the Transferee Company. The Transferor Company being Wholly owned subsidiary of the Transferee Company, upon the scheme becoming effective, no shares shall be issued by the Transferee Company.
25.	Details of capital or debt restructuring, if any	The Scheme does not propose any capital or debt restructuring of either of the Transferor Company or the Transferee Company.
26.	Rationale for the compromise or arrangement;	1. In order to consolidate the business at one place and effectively manage the Transferor Companies and Transferee Company as a single entity, which will provide several benefits including streamlined group structure by reducing the number of entities, reducing the multiplicity of legal and regulatory compliances, rationalizing costs, it is intended that transferor companies be amalgamated with the Transferee Company. 2. The independent operations of the Transferor Companies and Transferee Company leads to incurrence of significant costs and the amalgamation would enable economies

		of scale by attaining critical mass and achieving cost saving. The amalgamation will thus eliminate a multi layer structure and reduce managerial overlaps, which are necessarily involved in running multiple entities and also prevent cost duplication that can erode financial efficiencies of a holding structure and the resultant operation would be substantially cost-efficient. This scheme would result in simplified corporate structure of the Transferee Companies and its businesses, thereby leading to more efficient utilization of capital and creation of a consolidated base for future growth of the Transferee Companies. 3. The amalgamation will contribute in furthering and fulfilling the objectives and business strategies of all the companies thereby accelerating growth, expansion and development of the respective businesses through the Transferee Company. The amalgamation will thus enable further expansion of the Transferee Company and provide a strong and focus base to undertake the business more advantageously. Further, this arrangement would bring concentrated management focus, integration, streamlining of the management structure, seamless implementation of policy changes and shall also help enhance the efficiency and control of the Transferor Companies and Transferee Company. 4. The synergy created by scheme of arrangement would increase operational efficiency and integrate business functions. 5. The proposed arrangement will provide greater integration and flexibility to the Transferee Company and strengthen its position in the industry, it terms of the assets base, revenues, product and service range
27.	Benefits of the compromise or arrangement as perceived by the Board of directors to the company, members, creditors and others (as applicable);	As a result of amalgamation of the Companies the following benefits will accrue to the Companies: (1) Optimum and efficient utilization and rationalization of Capital, resources, assets and facilities; (2) Enhancement of competitive strengths including financial resources;

		(3) Better Management and focus on growing the business; (4) Obtaining Synergy benefits; (5) Reduction of overheads, administrative, Managerial and Other expenditures; (6) Simplify shareholding structure and reduce shareholding tiers
28.	Amount due to unsecured creditors	The amount due to unsecured creditors as on 31.05.2019 is Rs. 92,951/-
29.	Effect of the Scheme of Amalgamation on (a) key managerial personnel; (b) directors; (c) promoters; (d) non-promoter members; (e) depositors; (f) creditors; (g) debenture holders; (h) deposit trustee and debenture trustee; (i) employees of the company:	1. The scheme does not in any manner adversely affect the interests of directors, promoters and Key Managerial Personnel of the Transferor Company. 2. The Transferor Company has not issued any debentures and not accepting deposits. 3. The creditors of Transferor companies shall become the creditors of the Transferee Company on the effective date and the liabilities towards such creditors shall stand transferred to the Transferee Company 4. The employee of the Transferor Company shall be engaged by the Transferee Company without any break or interruption in their service on the same terms and conditions on which they are engaged by the Transferor Company on the Effective Date.
30.	Investigation or proceedings, if any, pending against the Company under the Act:	No investigation or proceedings pending against the company.
31.	Details of approvals, sanctions or no-objection(s), if any, from regulatory or any other governmental authorities	The Transferor Company will be obtaining the approval of its Creditors to the Scheme and no objection if any form the office of the Registrar of Companies, Official Liquidator and/ or any other Competent Authority, if required.
32.	Documents for Inspection:	The following documents are open for inspection, at the Registered Office of the Company during the normal business hours (10.00 a.m to 5.00 p.m) on all working days except Saturdays and Sundays up to one day prior to the date of the Meeting of the Members of the Transferor Company and shall also be available for inspection at the venue of the proposed meeting till the conclusion of the said meetings. a) Latest audited financial statements of the Company for the FY 2018-19. b) Copy of the scheme of Amalgamation/ Arrangement.

		c) The certificate issued by Auditor of the Company to the effect that the accounting treatment, if any proposed in the scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.

All the Transferor Companies have served an advance copy of the scheme of Amalgamation under Form CAA-9 to the office of Registrar of Companies, NCT Delhi & Haryana, New Delhi on 3rd May 2019 and the Official Liquidator, New Delhi on 2nd May 2019 in terms of Rule 25 of the Companies (Compromise, Arrangements and Amalgamations) Rules, 2016.

In response to above, the Companies have received "No Objection" from the Office of the Registrar of Companies, NCT Delhi & Haryana, New Delhi vide their letter no. 9/260/2019/ROC/1897 dated 12.06.2019. and the Companies have not received any adverse remark /observation/suggestion from the office of Official Liquidator.

The Companies have disclosed all the related information and to the best of understanding of the Board of Directors, no other information and facts are required to be disclosed that may enable members/creditors to understand the meaning, scope and implications of the item of business and to take decision thereon.

(6) Details of the Transferee Company - FCS SOFTWARE SOLUTIONS LIMITED

S.No.	Details of the Company	
1.	Name of the Transferee Company	FCS SOFTWARE SOLUTIONS LIMITED
2.	Corporate Identification Number (CIN) of the Transferee Company	L72100DL1993PLC179154
3.	Global Location Number (GLN) of the Transferee Company	NA
4.	Permanent Account Number (PAN) of the Transferee Company	AAACF0325L
5.	Date of Incorporation of the Transferee Company	05/05/1993
6.	Type of the company (whether public or private or one-person company)	Public Company
7.	Registered office address of the Transferee Company	205, 2nd Floor , Agrawal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur, Delhi 110092
8.	E-mail address of the Transferee Company	hsharma3@fcsltd.com

9.	Summary of the Main objects of the Transferor Company as per the Memorandum of association; and main business carried on by the company;	Main Objects 1. To carry on the business of selling, buying, trading, import, export, producing, assembling, processing of computers, computer hardware, software and electronics and electrical gadgets, equipments, electronic machines, printers, typewriters and computer accessories and parts, computers data processors, data processing machines, types, cards, memory equipments, and all or any other types of equipment and materials of every kind and description useful and used in connection with computers. 2. To license otherwise authorize others to engage in the foregoing business and to engage in general and specific research and development in areas related to and involving foregoing business as referred in sub-clause (1) above. 3. To deal in any or all types of Computer Hardware, Electronic and Communication Equipment, mini and micro computers, personal computers, computer peripherals, microprocessor based system, floppy diskettes, winchester hard disc drives, terminals, monitors, daisy wheel printers, digitizers, plotters, scanners, electronic sketch pads, process control equipment, cards, magnetic tapes, cartridge disk dispacks, computer stationary, printer ribbons, computer files stores, spare parts, components and assemblies including computer memory chips or any associated products and their accessories to attain the objectives. 4. To advise or 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 projects and review of their progress, critical path analysis, organization and method studies, and other modern management techniques and to establish and render consultancy and other services of professional and technical nature to industries, firms, associations, enterprises, institutions, bodies corporate offices and all types of concerns and to undertake assignments, jobs and appointments and to enter into any contracts relating thereto.

		5. To carry on the business as a Data Center Company for carrying out internet infrastructure related businesses including Call Centers, Knowledge Process Outsourcing, Business Process Outsourcing, Online Market Surveys, Online Marketing, Business Processing Outsourcing, Information Technology Enabled Services (ITES), E-Business, E-Commerce Services, Payment Gateways, Data Integration, format conversion and integration, digital data publishing and to carry out internet based mass electronic storage related activities such as storage on demand service, backup on demand service and provide infrastructure for the same. 6. To carry on business support services, back office and agency work in the fields of financial services including insurance, retail solutions, education services, solutions for telecom and services industry, sales and services, data processing, system analysis and design, programming, data storage, software documentation, computer based systems, and to deal in other office automation softwares or hardwares and all related activities to provide end to end solutions for all industries. 7. To carry on the business of leasing or letting out all kind of immovable property including IT Infrastructural property whether freehold , leasehold to any person, firm, company, body corporate or association of persons in India or abroad and to accept payment for any property or rights sold, rented, leased, hired out or otherwise disposed off or dealt with by the company, either in cash, by installments or otherwise, or on the basis of a commission, remuneration or a fee etc. and to carry on any other business that is customarily, usually and conveniently carried on therewith in or outside India. Main Business Carried on by the company: 1. To advise or render services like staff and management recruitment, training and placements 2. IT & IT Enabled Services 3. leasing or letting out all kind of immovable property including IT Infrastructural property whether freehold , leasehold

10.	Details of change of objects of the Transferor Company during the last five years	During the last five year object of the company has been changed as mentioned above in main object from point 3 to 7.
11.	Details of change of name, registered office and of the Transferee Company during the last five years	NA
12.	Name of the stock exchange (s) where securities of the Transferee Company are listed, if applicable	The Equity Shares of the Company is listed on BSE Limited and National Stock Exchange of India Limited.
13.	Details of the capital structure of the Transferee Company including authorized, issued, subscribed and paid up share capital	**Authorized Share Capital** 18,50,00,000 equity share of Rs. 10 each amounting to INR 1,85,00,00,000 **Issued, Subscribed and Paid-up Share Capital** 17,09,55,300 equity share of Rs. 10 each amounting to INR 1,70,95,53,000 **There was no change of Capital Structure of the Transferee Company after the appointed date.**
14.	Names of the promoters of the Transferee Company along with their addresses	1. Dalip Kumar (Promoter) R/o 229, Sector – 15A, Noida - 201305 2. Neelam Sharma (Promoter) R/o 229, Sector – 15A, Noida - 201305 3. Enstaserv Eservices Limited (Promoter Group) R/o 205, 2nd Floor, Agarwal Chamber IV, 27, Veer Sawarker Block, Vikas Marg, Shakerpur Delhi
15.	Names of the directors of the Transferee Company along with their addresses	**Name** — **Address** DALIP KUMAR — 229, Sector-15-A Noida 201301 UP SHAYAM SUNDER SHARMA — House No.111, Old Arya Nagar Ghaziabad-201001 SHIV NANDAN SHARMA — 129, Navjeevan Vihar Near Aurobindo College New Delhi - 110017 SUNIL SHARMA — 62, Lajpat Nagar Gurgaon - 122001 SHWETA SHATSRI — A-1089 A Block, Indira Nagar Lucknow -226016 MAHENDRA PRATAP SINGH — Flat No.- 910, Dreamland willos, Crossing Republick Ghaziabad 201016

16.	The fact and details of any relationship subsisting between both the Transferor Company and Transferee Company	The instant case proposes the merger of the Transferor Companies with the Transferee Company (Holding Company). The Transferor Companies are Wholly owned subsidiaries of the Transferee Company.
17.	The date of the Board Meeting at which the Scheme was approved by the board of directors of the Transferee Company.	19.04.2019
18.	The name of the directors of the Transferee Company who voted in favour of the resolution	1. Dalip Kumar 2. Shayam Sunder Sharma 3. Shweta Shatsri 4. Mahendra Pratap Singh
19.	The name of the directors of the Transferee Company who voted against the resolution	Not Applicable
20.	The name of the directors who did not vote or participate on resolutions	1. Shiv Nandan Sharma 2. Sunil Sharma (Leave of absence)
21.	Parties to the Scheme of Amalgamation	**Insync Business Solutions Limited ("Transferor Company-1"), Innova e Services Private Limited ("Transferor Company-2"), Stablesecure Infraservices Private Limited ("Transferor Company-3"), cGain Analytics Private Limited ("Transferor Company-4") and Zero Time Constructions Private Limited ("Transferor Company-5")"** (collectively 'Transferor Companies' or 'Wholly Owned Subsidiaries') with **FCS Software Solutions Limited** (Transferee Company).
22.	Appointed Date	1st January, 2019
23.	Effective Date	The Scheme shall become effective on last of the following dates (i) Sanction by the Competent Authority and (ii) certified or authenticated copy of the order of the Competent Authority sanctioning the scheme being filed with the Registrar of Companies NCT Delhi & Haryana, New Delhi by the Transferor Company and the Transferee Company.
24.	Summary of valuation report (if applicable) including basis of valuation and fairness opinion of the registered valuer, if any, and the declaration that the valuation report is available for inspection at the registered office of the company;	The present case involves the merger of the Transferor Companies with the Transferee Company. The Transferor Companies being Wholly owned subsidiaries of the Transferee Company, upon the scheme becoming effective, no shares shall be issued by the Transferee Company.

25.	Details of capital or debt restructuring, if any	The Scheme does not propose any capital or debt restructuring of either of the Transferor Company or the Transferee Company.
26.	Rationale for the compromise or arrangement;	1. In order to consolidate the business at one place and effectively manage the Transferor Companies and Transferee Company as a single entity, which will provide several benefits including streamlined group structure by reducing the number of entities, reducing the multiplicity of legal and regulatory compliances, rationalizing costs, it is intended that transferor companies be amalgamated with the Transferee Company. 2. The independent operations of the Transferor Companies and Transferee Company leads to incurrence of significant costs and the amalgamation would enable economies of scale by attaining critical mass and achieving cost saving. The amalgamation will thus eliminate a multi layer structure and reduce managerial overlaps, which are necessarily involved in running multiple entities and also prevent cost duplication that can erode financial efficiencies of a holding structure and the resultant operation would be substantially cost-efficient. This scheme would result in simplified corporate structure of the Transferee Companies and its businesses, thereby leading to more efficient utilization of capital and creation of a consolidated base for future growth of the Transferee Companies. 3. The amalgamation will contribute in furthering and fulfilling the objectives and business strategies of all the companies thereby accelerating growth, expansion and development of the respective businesses through the Transferee Company. The amalgamation will thus enable further expansion of the Transferee Company and provide a strong and focus base to undertake the business more advantageously. Further, this arrangement would bring concentrated management focus, integration, streamlining of the management structure, seamless implementation of policy changes and shall also help enhance the efficiency and control of the Transferor Companies and Transferee Company.

		4. The synergy created by scheme of arrangement would increase operational efficiency and integrate business functions. 5. The proposed arrangement will provide greater integration and flexibility to the Transferee Company and strengthen its position in the industry, it terms of the assets base, revenues, product and service range
27.	Benefits of the compromise or arrangement as perceived by the Board of directors to the company, members, creditors and others (as applicable);	As a result of amalgamation of the Companies the following benefits will accrue to the Companies: (1) Optimum and efficient utilization and rationalization of Capital, resources, assets and facilities; (2) Enhancement of competitive strengths including financial resources; (3) Better Management and focus on growing the business; (4) Obtaining Synergy benefits; (5) Reduction of overheads, administrative, Managerial and Other expenditures; (6) Simplify shareholding structure and reduce shareholding tiers
28.	Amount due to unsecured creditors	The amount due to unsecured creditors as on 31.05.2019 is Rs. 25,378,194/-
29.	Effect of the Scheme of Amalgamation on (a) key managerial personnel; (b) directors; (c) promoters; (d) non-promoter members; (e) depositors; (f) creditors; (g) debenture holders; (h) deposit trustee and debenture trustee; (i) employees of the company:	1. The scheme does not in any manner adversely affect the interests of directors, promoters and Key Managerial Personnel of the Transferee Company. 2. The Transferee Company has not issued any debentures and not accepting deposits. 3. The creditors of Transferor companies shall become the creditors of the Transferee Company on the effective date and the liabilities towards such creditors shall stand transferred to the Transferee Company. 4. The employee of the Transferor Company shall be engaged by the Transferee Company without any break or interruption in their service on the same terms and conditions on which they are engaged by the Transferor Company on the Effective Date.
30.	Investigation or proceedings, if any, pending against the Company under the Act:	No investigation or proceedings pending against the company.

31.	Details of approvals, sanctions or no-objection(s), if any, from regulatory or any other governmental authorities.	The Transferor Company will be obtaining the approval of its Creditors to the Scheme and no objection if any form the office of the Registrar of Companies, Official Liquidator and/ or any other Competent Authority, if required.
32.	Documents for Inspection:	The following documents are open for inspection, at the Registered Office of the Company during the normal business hours (10.00 a.m to 5.00 p.m) on all working days except Saturdays and Sundays up to one day prior to the date of the Meeting of the Members of the Transferor Company and shall also be available for inspection at the venue of the proposed meeting till the conclusion of the said meetings. a) Latest audited financial statements of the Company for the FY 2018-19. b) Copy of the scheme of Amalgamation/ Arrangement. c) The certificate issued by Auditor of the Company to the effect that the accounting treatment, if any proposed in the scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.

The Transferee Company has served an advance copy of the scheme of Amalgamation under Form CAA-9 to the office of Registrar of Companies, NCT Delhi & Haryana, New Delhi on 3rd May 2019 and the Official Liquidator, New Delhi on 2nd May 2019 in terms of Rule 25 of the Companies (Compromise, Arrangements and Amalgamations) Rules, 2016.

In response to above , the Company has received “No Objection” from the Office of the Registrar of Companies, NCT Delhi & Haryana, New Delhi vide their letter no. 9/260/2019/ROC/1897 dated 12.06.2019. and the Company has not received any adverse remark /observation/suggestion from the office of Official Liquidator

The Company has disclosed all the related information and to the best of understanding of the Board of Directors, no other information and facts are required to be disclosed that may enable members to understand the meaning, scope and implications of the item of business and to take decision thereon. The Board recommends the above Resolution for approval of the Members.

For and on Behalf of FCS Software Solutions Limited

Sd/-
Harsha Sharma
Company Secretary
(M.NO: A33548)

Date: 28th June, 2019
Place: Noida

FORM NO. CAA.10

[Pursuant to section 233(1)(c) and rule 25(2)]

Declaration of solvency

1. (a) Corporate identity number (CIN) of company : **L72100DL1993PLC179154**
   (b) Global location number (GLN) of Company: NA

2. (a) Name of the company: **FCS SOFTWARE SOLUTIONS LIMITED**
   (b) Address of the registered office of the company: 205, 2nd Floor, Agrawal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur, Delhi DL 110092
   (c) E-mail ID of the company: hsharma3@fcsltd.com

3. (a) Whether the company is listed: Yes

(b) If listed, please specify the name(s) of the stock exchange(s) where listed: Bombay Stock Exchange, National Stock Exchange

4. Date of Board of Directors' resolution approving the scheme- 19th April, 2019

Declaration of solvency

We, the directors of **M/s FCS SOFTWARE SOLUTIONS LIMITED** do solemnly affirm and declare that we have made a full enquiry into the affairs of the company and have formed the opinion that the company is capable of meeting its liabilities as and when they fall due and that the company will not be rendered insolvent within a period of one year from the date of making this declaration.

We append an audited statement of company's assets and liabilities as at 31st December, 2018 being the latest date of making this declaration.

We further declare that the company's audited annual accounts including the Balance Sheet have been filed upto date with the Registrar of Companies, NCT Delhi & Haryana, New Delhi.

Signed for and behalf of the board of directors.

For FCS Software Solutions Ltd.

(1) Signature :

Name : DALIP KUMAR

Managing Director

Mg. Director / Director

For FCS Software Solutions Ltd.

(2) Signature :

Name : SHAYAM SUNDER SHARMA

Director

Mg. Director / Director

For FCS Software Solutions Ltd.

(3) Signature :

Name : SUNIL SHARMA

Director

Mg. Director / Director

Verification

We solemnly declare that we have made a full enquiry into the affairs of the company including the assets and liabilities of this company and that having done so and having noted that the scheme of merger or amalgamation between Insync Business Solutions Limited ("Transferor Company-1"), Innova E Services Private Limited ("Transferor Company-2"), Stablesecure Infraservices Private Limited ("Transferor Company-3"), Cgain Analytics Private Limited ("Transferor Company-4"), Zero Time Constructions Private Limited ("Transferor Company-5") and FCS Software Solutions Limited ("Transferee Company") is proposed to be placed before the shareholders and creditors of the company for approval as per the provisions of sub-section of (1) of section 233 of the Companies Act, 2013, we make this solemn declaration believing the same to be true.

Verified this day the 19th day of April, 2019

(1) Signature : For FCS Software Solutions Ltd.
Name : DALIP KUMAR
Managing Director Mg. Director / Director

(2) Signature : For FCS Software Solutions Ltd.
Name : SHAYAM SUNDER SHARMA
Director Mg. Director / Director

(3) Signature : For FCS Software Solutions Ltd.
Name : SUNIL SHARMA
Director Director / Director

Place: Noida

Date: 19/04/2019

Solemnly affirmed and declared at FCS House, Plot No. 83, NSEZ, Phase II, Noida Dadri Road, Noida – 201305 this on 19th day of April, 2019 before me.

Commissioner of Oaths and Notary Public

Attachments:

a) Copy of board resolution

NOTARY GOVT. OF INDIA

ATTESTED
MAHAVIR SINGH
NOTARY
G B NAGAR
30 APR 2019

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF FCS SOFTWARE SOLUTIONS LIMITED HELD ON FRIDAY, 19TH APRIL, 2019 AT 03:30 P.M. AT CORPORATE OFFICE AT FCS HOUSE, PLOT NO. 83, NSEZ, PHASE-II, GAUTAM BUDH NAGAR, NOIDA -201305

APPROVAL FOR THE SCHEME OF AMALGAMATION AMONG FCS SOFTWARE SOLUTIONS LIMITED (HOLDING COMPANY) (TRANSFEREE COMPANY) with the INSYNC BUSINESS SOLUTIONS LIMITED, INNOVA E SERVICES PRIVATE LIMITED, STABLESECURE INFRASERVICES PRIVATE LIMITED, CGAIN ANALYTICS PRIVATE LIMITED AND ZERO TIME CONSTRUCTIONS PRIVATE LIMITED (WHOLLY OWNED SUBSIDIARY COMPANIES) (TRANSFEROR COMPANIES) AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS.

The Board of Directors discussed and deliberated over the amalgamation among **FCS Software Solutions Limited (Holding Company) / (Transferee Company)** with the **Insync Business Solutions Limited, Innova e Services Private Limited, Stablesecure Infraservices Private Limited, cGain Analytics Private Limited And Zero Time Constructions Private Limited (Wholly Owned Subsidiary Companies) / (Transferor Companies) and their respective Shareholders and Creditors** with special reference to the feasibility of conveniently combining the businesses/ undertakings of its wholly owned subsidiary Companies with the Company and other synergic, administrative, operational and monetary advantages derived upon combining of their businesses.

After the detailed discussion, the Board of Directors concluded that the businesses of the Companies can be conveniently combined to the greater advantage of the shareholders, creditors and other concerned persons. Thereafter following resolution was passed unanimously;

"RESOLVED THAT pursuant to the provisions of Section 233 of the Companies Act, 2013 and other applicable provisions of Companies Act,2013 read with Rule 25 Compromise Arrangements and Amalgamation Rules, 2016 as amended from time to time and in accordance with the Memorandum and Articles of Association of the Company and subject to the requisite approval of the shareholders/ creditors of the Company and the sanction of the Regional Director (RD), Northern Region, Official Liquidator (OL) and/or any other appropriate authority, forum/Tribunal the Stock Exchanges where the shares of the company are listed and such other competent authority(ies) as may be applicable, the consent of the Board of Directors be and is hereby accorded to the Scheme of Amalgamation of **FCS Software Solutions Limited (Holding Company) (Transferee Company) with the Insync Business Solutions Limited, Innova e Services Private Limited, Stablesecure Infraservices Private Limited, cGain Analytics Private Limited and Zero Time Constructions Private Limited (Wholly Owned Subsidiary Companies) (Transferor Companies)and their respective Shareholders and Creditors** as per the terms and conditions mentioned in the Scheme of Amalgamation (the Scheme) placed before the Board and initialled by the Chairman of the meeting for the purposes of identification and that the said scheme be and is hereby approved with effect from 1st January, 2019 being the appointed date.

RESOLVED FURTHER THAT Mr. Dalip Kumar, Chairman & Managing Director or Mr. Shayam Sunder Sharma, Director or Mr. Anil Kumar Sharma, Chief Financial Officer or Ms. Harsha Sharma, Company Secretary of the Company be and are hereby severally authorized to take the necessary

steps in connection with the Scheme, including and without limitation:

(a) Filing of petitions / applications with the Regional Director, Northern Region and/or any other appropriate authority, forum/Tribunal as may be necessary and holding meetings of the shareholders / creditors of the Company as may be directed by the Regional Director, Northern Region and/or any other appropriate authority, forum/Tribunal to give effect to the Scheme;

(b) Filing of petitions for confirmation of the Scheme with the Regional Director, Northern Region and/or any other appropriate authority, forum/Tribunal as may be necessary;

(c) For the above purposes, to engage Practicing Company Secretaries / Advocates / Solicitors / and if considered necessary, also to engage services of counsel(s), declare and file all pleadings, reports, and sign and issue public advertisements and notices;

(d) File the Scheme of Amalgamation with the BSE Ltd (BSE) and National Stock Exchange of India Limited (NSE) under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

(e) Obtaining approval and represent before the Stock Exchanges, MCA, Registrar of Companies, NCT Delhi & Haryana, National Company Law Tribunal Regional Director Northern Region, Official Liquidator and such other relevant Authorities and entities including the shareholders and creditors etc. as may be necessary to give effect to the said Scheme of Amalgamation;

(f) To settle any question or difficulty that may arise with regard to the implementation of the above Scheme and to give effect to the above resolution;

(g) To sign and execute the request letters for obtaining the necessary No -Objection / sanction letters for the dispensation of the meetings of the shareholders/ creditors of the company for approving the Scheme of Amalgamation and thereafter submit the same on receipt thereof Regional Director, Northern Region and/or any other appropriate authority;

(h) To produce all documents, matters or any other evidence in connection with the matters aforesaid and any other proceedings incidental thereto and arising there from;

(i) To take all procedural steps for having the Scheme of Amalgamation sanctioned by the Regional Director, Northern Region and/or any other appropriate authority, forum/Tribunal including filing necessary applications, affidavits, petitions and signing, verifying and affirming all applications, affidavits and petitions as may be necessary;

j) To accept services of notices or other processes which may from time to time be issued in connection with the matter aforesaid and also to serve any such notices or other processes to parties or persons concerned;

(k) To make any alterations / changes in the Scheme upon the recommendations / instructions of any of the authority(ies) including not limited to the Regional Director, Northern Region and/or any other appropriate authority, forum/Tribunal, as may be expedient or necessary which does not materially change the substance of the Scheme;

(l) To sign, execute, certify all applications, petitions, vakalatnamas, forms, affidavits, undertakings, resolutions and any other papers or documents relating to the Scheme and to file, submit, furnish all or any of such documents as are mentioned hereinbefore with respective authorities including but not limited to the NCLT, stock exchanges where the shares of the Company are listed, The Registrar of Companies, NCT OF Delhi & Haryana, The Regional Director, Northern region,

the Superintendent of Stamps, Delhi and generally to do and execute all acts, matters, things, deeds and documents as may be necessary and expedient for the purpose of giving effect to the Scheme".

(g) To affix the common seal of the Company on any document(s) as may be required in the presence of any Director or any of the authorised persons who shall countersign the same in connection with the purpose of the above resolution as may be required to facilitate the execution of documents / papers in connection with the Scheme.

RESOLVED FURTHER THAT the Board took note that since the Transferor Companies are wholly owned subsidiaries of FCS Software Solutions Limited, no shares shall be required to be issued to the shareholders of the Transferor Companies upon the amalgamation under the Scheme and the shares held by the shareholders of the Transferor Company shall be cancelled entirely. Accordingly, the Board deemed that no share exchange report to determine the share exchange ratio is required to be prepared in relation to the Scheme.

RESOLVED FURTHER THAT the draft declaration of solvency in form CAA-10 along with Statement of Assets and Liabilities of the Company, duly certified by the Statutory auditors of the Company along with their report thereon, as tabled before the Board, be and is hereby approved and any of the two Directors of the Company, be and are hereby authorized to sign the same, for and on behalf of the Board of Directors of the Company.

RESOLVED FURTHER THAT any director or Company Secretary of the Company be and is hereby authorized to certify a copy of this resolution to any authority (ies) persons(s) or body corporate(s) etc., as may be required."

For on Behalf of FCS Software Solutions Limited

Sd/-
Harsha Sharma
Company Secretary
ACS No. 33548
Plot No. 83, NSEZ,
Noida-201305

ANNEXURE

Statement of assets and liabilities as at 31st December, 2018

Name of the company: **FCS Software Solutions Limited**

Assets			
Sr. No.	**Particulars**	**Book Value**	**Estimated Realisable Value**
1.	Balance at Bank	68,69,822	68,69,822
2.	Cash in hand	19,47,757	19,47,757
3.	Marketable Securities	2,71,90,75,785	2,71,90,75,785
4.	Bill Receivables	-	-
5.	Trade debtors	2,28,41,055	2,28,41,055
6.	Loan & advance	25,70,93,810	25,70,93,810
7.	Unpaid calls	-	-
8.	Stock-in-trade	-	-
9.	Work in progress	-	-
10.	Freehold property	1,11,66,68,500	1,11,66,68,500
11.	Leasehold property	5,40,00,000	5,40,00,000
12.	Buildings	62,48,50,000	62,48,50,000
13.	Plant & Machinery	64,98,788	64,98,788
14.	Furniture, fittings, utensils, etc.	3,78,08,462	3,78,08,462
15.	Computers	3,35,99,531	3,35,99,531
16.	Vehicles	7,98,641	7,98,641
17.	Office equipment	7,85,96,189	7,85,96,189
18.	Intangible Assets	31,43,081	31,43,081
19.	Other Assets	10,28,03,384	10,28,03,384
20.	Other property-capital work-in-progress	5,46,95,103	5,46,95,103
21.	Deferred Tax Assets(Net)	1,25,97,266	1,25,97,266
	Total	**5,13,38,87,174**	**5,13,38,87,174**

Liabilities		
Sr. No.	**Particulars**	**Estimated to rank for payment (to the nearest rupee)**
1.	Secured on specific assets	14,48,94,153
2.	Secured by floating charge(s)	-
3.	Unsecured Loans	1,82,00,000

AJOIT SANYAM & ASSOCIATES CHARTERED ACCOUNTANTS NEW DELHI FRN 23685 N

For FCS Software Solutions Ltd

Mg. Director / Directo

4.	Estimated cost of liquidation and other expense including interest accruing until payment of debts in full	
5.	Unsecured creditors (amounts estimated to rank for payment)	
	(a) Trade accounts	**2,53,10,830**
	(b) Bill payable	-
	(c) Accrued expense	-
	(d) Other liabilities (net)	-
	- Outstanding Expenses	**1,56,50,224**
	- Advance from Customer	**7,74,34,816**
	- TDS and other Taxes payable	**72,82,675**
	- Current Tax Liabilities (Net)	**55,86,900**
	- Other Liabilities	**3,94,23,317**
	(e) Provisions for Employee Benefits (Leave)	**91,04,491**
	(f) Contingent liabilities	-
	Sales Tax Demand under Appeals	-
	Total	**34,28,87,405**

Total estimated value of assets	₹ 5,13,38,87,174
Total liabilities	₹ 34,28,87,405
Estimated surplus after paying debts in full	₹ 4,79,09,99,769
Remarks	

For Aadit Sanyam & Associates
(Chartered Accountants)
FRN: 023685N

CA Sanyam Jain
Partner
M. No. 531388

For FCS Software Solutions Ltd.

Mg. Director / Director

For FCS Software Solutions Ltd.

Mg. Director / Director

Aadit Sanyam & Associates
Chartered Accountants

The Board of Directors of
FCS Software Solutions Limited

INDEPENDENT AUDITOR'S REPORT ON THE STATEMENT OF ASSETS AND LAIBILITIES AS ON 31ST DECEMBER, 2018

This report is based in accordance with the terms of our engagement letter dated 01st December,2018

The accompanying Statement of assets and liabilities as on 31stDecember, 2018 (the Statement) contains the details as required pursuant to requirement of Section 233 of the Companies Act, 2013 read with Rule 25 of Compromises, Arrangements and Amalgamations) Rules, 2016, which we have initialed for identification purpose only.

Management's Responsibility for the Statement

The preparation of the Statement is the responsibility of the Management of FCS Software Solutions Limited (hereinafter the "company"), including the preparation and maintenance of all accounting and other relevant supporting records and document in accordance with the provisions of the Companies Act, 2013. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the Statement and applying an appropriate basis of preparation and making estimates that are reasonable in the circumstances.

The Management is also responsible for ensuring that the Company complies with the requirements of the provisions of Companies Act, 2013.

Practitioner's Responsibility

Our responsibility is to provide a reasonable assurance whether:

The amounts in the Statement in respect of the assets and liabilities have been accurately extracted and are in agreement with the audited books of account and other relevant records and documents maintained by the Company for the period ended 31stDecember, 2018. This does not include the evaluation of adherence by the Company with all the applicable requirements as specified in the Act.

The audited financial statements referred to in paragraph above, have been audited by us, on which we issued an unmodified audit opinion vide our report dated 21st March, 2019 respectively. Our audits of these financial statements were conducted in accordance with the Standards on Auditing and other applicable authoritative pronouncements issued by the Institute of Chartered Accounts of India. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

We conducted our examination of the Statement in accordance with the Guidance Note on Reports or Certificates for Special purposes issued by the ICAI and the Standards on Audited specified under Section 143(10) of the Companies Act, 2013. This Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by the ICAI.

Head Office :Shop No. 220, Gold Plaza, Gurudwara Road, Karol Bagh, Delhi-110005
Branch Office :SU-190, Pitampura, Delhi-110034
Phone : 011-45700127, 09711110638, 9811311747 **E-mail :** sanyam_jain2005@yahoo.com

We have complied with the relevant applicable requirements of the Standards on Quality Control (SQC) 1, Quality Control for Firms that perform Audits and Reviews of Historical Financial Information and Other Assurance and Related Services Engagements.

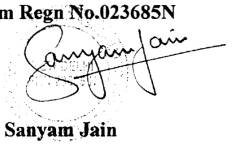
Opinions

Based on our examination, as above according to the information and explanations provided to us by the Management of the Company, we are of the opinion, that the amounts in the Statements in respect of the assets and liabilities have been accurately extracted and are in agreement with audited books of account and other relevant records and documents maintained by the Company for the period ended 31st December, 2018.

Restrictions on Use

The certificate is addressed to and provided to the Board of Directors of the Company solely for the purpose to enable the company to comply with requirements of the provisions of the Companies Act, 2013 and should not be used by any other person or for any other purpose. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this certificate is shown or into whose hands it may come without our prior consent in writing.

For Aadit Sanyam & Associates
(Chartered Accountants)
Firm Regn No.023685N



CA Sanyam Jain
Partner
M. No. 531388

Place: Delhi
Dated: 21th March,2019

Aadit Sanyam & Associates
Chartered Accountants

The Board of Directors of
FCS Software Solutions Limited

This report is based in accordance with the terms of our engagement letter dated 01st December,2018.

We, the Statutory Auditors of **FCS Software Solutions Limited** (hereinafter referred to as "the Company"), have examined the proposed accounting treatment specified in Draft Scheme of Amalgamation **between FCS Software Solutions Limited (Holding Company) (Transferee Company) With Insync Business Solutions Limited, Innova e Services Private Limited, Stablesecure Infraservices Private Limited, Cgain Analytics Private Limited and Zero Time Constructions Private Limited (Wholly Owned Subsidiary Companies) (Transferor Companies)** and their respective shareholders and Creditors in terms of the provisions of section 233 of Companies Act, 2013 with reference to its compliance with the applicable Accounting Standards prescribed under section 133 of Companies Act, 2013 and Other Generally Accepted Accounting Principles.

The responsibility for the preparation of the Draft Scheme and its compliance with the relevant laws and regulations, including the applicable Accounting Standards as aforesaid, is that of the Board of Directors of the Companies involved. Our responsibility is only to examine and report whether the Draft Scheme complies with the applicable Accounting Standards as specified in Section 133 of Companies Act, 2013 and Other Generally Accepted Accounting Principles in India. Nothing contained in this Certificate nor anything said or done in the course of, or in connection with the services that are subject to this Certificate, will extend any duty of care that we many have in our capacity of the statutory auditors of any financial statements of the Company. We carried out our examination in accordance with the Guidance Note on Audit Reports and Certificates for Special Purposes, issued by the Institute of Chartered Accountants of India.

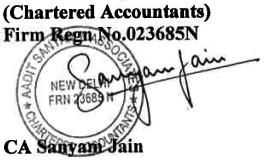
Based on our examination and according to the information and explanations given to us, we confirm that the accounting treatment specified in the aforesaid scheme is in compliance with SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and circulars issued there under and all the applicable Accounting Standards prescribed under Section 133 of Companies Act, 2013 and Other Generally Accepted Accounting Principles.

The certificate is issued at the request of **FCS Software Solutions Limited** being addressed and provided to the Board of Directors of the Company solely for the purpose to enable the company to comply with requirements of the provisions of the Companies Act, 2013 and should not be used by any other person or for any other purpose. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this certificate is shown or into whose hands it may come without our prior consent in writing.

AADIT SANYAM & ASSOCIATES * CHARTERED ACCOUNTANTS * NEW DELHI FRN 23685 N

Head Office :Shop No. 220, Gold Plaza, Gurudwara Road, Karol Bagh, Delhi-110005
Branch Office :SU-190, Pitampura, Delhi-110034
Phone : 011-45700127, 09711110638, 9811311747 **E-mail :** sanyam_jain2005@yahoo.com

For Aadit Sanyam & Associates
(Chartered Accountants)
Firm Regn. No.023685N



CA Sanyam Jain
Partner
M. No. 531388

Place: Delhi
Dated: 21st March, 2019

SCHEME OF AMALGAMATION
BETWEEN

INSYNC BUSINESS SOLUTIONS LIMITED
(TRANSFEROR COMPANY-1)
AND

INNOVA E SERVICES PRIVATE LIMITED
(TRANSFEROR COMPANY-2)
AND

STABLESECURE INFRASERVICES PRIVATE LIMITED
(TRANSFEROR COMPANY-3)
AND

CGAIN ANALYTICS PRIVATE LIMITED
(TRANSFEROR COMPANY-4)
AND

ZERO TIME CONSTRUCTIONS PRIVATE LIMITED
(TRANSFEROR COMPANY-5)

WITH
FCS SOFTWARE SOLUTIONS LIMITED
(TRANSFEREE COMPANY)

AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

FOR AMALGAMATION OF

INSYNC BUSINESS SOLUTIONS LIMITED
(TRANSFEROR COMPANY-1)

AND

INNOVA E SERVICES PRIVATE LIMITED
(TRANSFEROR COMPANY-2)

AND
STABLESECURE INFRASERVICES PRIVATE LIMITED
(TRANSFEROR COMPANY-3)

AND
CGAIN ANALYTICS PRIVATE LIMITED
(TRANSFEROR COMPANY-4)

AND

ZERO TIME CONSTRUCTIONS PRIVATE LIMITED
(TRANSFEROR COMPANY-5)

WITH
FCS SOFTWARE SOLUTIONS LIMITED
(TRANSFEREE COMPANY)

UNDER SECTIONS 233 OF THE COMPANIES ACT, 2013 READ WITH RULE 25 OF (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES 2016

PARTS OF THE SCHEME

Part A: This part of the scheme contains Definitions, Capital Structure of the Transferor Company-1, Transferor Company-2, Transferor Company-3, Transferor Company-4 and Transferor Company -5 and Transferee Company.

Part B: This part of the scheme deals with amalgamation of **Insync Business Solutions Limited, Innova e Services Private Limited, Stablesecure Infraservices Private Limited, cGain Analytics Private Limited and Zero Time Constructions Private Limited (Transferor Companies) with FCS Software Solutions Limited (Transferee Company)** in accordance with Section 233 of the Companies Act, 2013.

Part C: This part of the scheme deals with the Accounting Methodology adopted for the Amalgamation.

Part D: This part of the scheme deals with the General Clauses, Terms and Conditions.

SCHEME OF AMALGAMATION
BETWEEN

INSYNC BUSINESS SOLUTIONS LIMITED
(TRANSFEROR COMPANY-1)
AND

INNOVA E SERVICES PRIVATE LIMITED
(TRANSFEROR COMPANY-2)
AND

STABLESECURE INFRASERVICES PRIVATE LIMITED
(TRANSFEROR COMPANY-3)
AND

CGAIN ANALYTICS PRIVATE LIMITED
(TRANSFEROR COMPANY-4)
AND

ZERO TIME CONSTRUCTIONS PRIVATE LIMITED
(TRANSFEROR COMPANY-5)

WITH
FCS SOFTWARE SOLUTIONS LIMITED
(TRANSFEREE COMPANY)

AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PREAMBLE

A. AN OVERVIEW OF SCHEME OF ARRANGEMENT

- This Scheme of Amalgamation is presented under the provisions of Section 233 of the Companies Act, 2013 read with Rule 25 (Compromises, Arrangements and amalgamations) Rules 2016 under the Fast Track route for amalgamation of **Insync Business Solutions Limited ("Transferor Company-1"), Innova E Services Private Limited ("Transferor Company-2"), Stablesecure Infraservices Private Limited ("Transferor Company-3"), Cgain Analytics Private Limited ("Transferor Company-4") and Zero Time Constructions Private Limited ("Transferor Company-5") (collectively 'Transferor Companies' or 'Wholly Owned Subsidiaries') with FCS Software Solutions Limited ("Transferee Company")**

- The Transferor Companies are wholly owned Subsidiary of Transferee Company hence, in consideration Transferee Company will not issue any shares under the scheme of arrangement. The existing holding of Transferee Company in Transferor Company get cancel pursuant to the Scheme of Arrangement.

- In addition, this scheme of Arrangement also provides for various other matter consequential or otherwise integrally connected herewith.

B. BACKGROUND AND DESCRIPTION OF COMPANIES

1. "Insync Business Solutions Limited" or "Transferor Company-1" is a Limited Company incorporated under the Companies Act, 1956 on 18th day of November, 2009, having Corporate

Identification No. (CIN): U72900DL2009PLC196146 and having its registered office at 205, 2nd Floor, Agarwal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur New Delhi, East Delhi- 110092. The "Transferor Company-1" is engaged in the business of IT and IT enabled Services.

The main objects of the Transferor Company-1 are as follows:-

1. To carry on business support services, back office and agency work in the fields of financial services including Insurance, Retail Solutions, Education services, Solutions for Telecom and Services Inductry, Sales and Services, Data Processing, System analysis and design, Programming, data storage, software documentation, computer based systems, and to deal in other automation softwares or hardwares and all related activities to provide end to end solutions for all industries.

2. To carry on business of recruitment, training and placements in the field of Information Technology, IT enabled Service sector, Computer Science and technology, medical sciences, commerce, management, designing, law and all other educational and technical fields of education and career developments to the students or candidates in association with foreign or Indian universities, colleges or firms. To provide training services that conducts pre-hire training programs for new recruits of its clients. It include training to make skilled people proficient in English, soft skills, and process related knowledge in IT/ITeS sector.

3. To train people who are carefully selected by our client company and/ or for our client company for job on completion of our training program. To aims to impart knowledge and teach skills through both classroom and on-job training, and gives the candidates the best of both worlds, which includes subjects like language skills, computer proficiency and soft skills. To provide a flexi-section that can be customized to suit the specific requirements of clients and according to the needs of a client and area of specialization of candidates, the relevant training material would be conceptualized and designed.

4. To recruit or advised on recruitment of staff, provide project and consulting services for any company or organization to conduct market research, project planning, training classes, seminars and conferences etc. To carry on the business of providing personnel whether skilled or semi-skilled to any institutions, concerns, society, body corporate, firm, association, whether incorporated or not, department of government-Central/ States, public or local authority, trust, industry or any other person or group of persons.

5. To license otherwise authorize others to engage in general and specific research and development in areas related to and involving forgoing business as referred to sub-clause (1) above.

Transferor Company-1 is wholly owned subsidiary of Transferee Company.

2 "Innova E Services Private Limited" or "Transferor Company-2" is a Private Limited Company incorporated under the Companies Act, 1956 on 21st day of December 2006, having Corporate Identification No. (CIN): **U72300DL2006PTC156858 and** having its registered

office at **Off No. 205, 2nd Floor, Agrawal Chamber 4, Veer Sawarker Block, Shakerpur Delhi East Delhi DL 110092. The "Transferor Company-2"** is engaged in the business of IT and IT enabled Services

The main objects of the Transferor Company-2 are as follows:-

1. To carry on the business of selling, buying, trading, import, export, producing, assembling, processing of computers, computer hardware, software and electronics and electrical gadgets, equipments, electronic machines, electronic and other printers, typewriters and computer accessories and parts, computers data processors, data processing machines, types, cards, memory equipments and all or any other types of equipments and material of every kind and description useful and used in connection with computers.

2. To carry on the business as a data center company for carrying out internet infrastructure related businesses including call centers, knowledge process outsourcing, business process outsourcing, online market surveys, online marketing, business processing outsourcing, information technology enabled services (ITES), e-business, e-commerce services, payment gateways, data integration, format conversion and integration, digital data publishing and to carry out internet based mass electronic storage related activities such as storage on demand service, backup on demand service and provide infrastructure for the same.

3. To license otherwise authorize others to engage in the foregoing business and to engage in general and specific research and development in areas related to and involving foregoing business as referred in sub-clause (1&2) above.

Transferor Company-2 is wholly owned subsidiary of Transferee Company.

3 **"Stablesecure Infraservices Private Limited" or "Transferor Company-3"** is a Private Company incorporated under the Companies Act, 1956 on 30th day of August, 2008, having Corporate Identification No. (CIN): **U7210DL2010PTC207678** and having its registered office at 205, 2nd Floor , Agrawal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur, Delhi, East Delhi- 110092. The **"Transferor Company-3"** is engaged in the business of IT and IT enabled Services

The main objects of the Transferor Company-3 are as follows:-

1. To carry on the business of selling, buying, trading, import, export, producing, assembling, processing of computers, computer hardware, software and electronics and electrical gadgets, equipments, electronic machines, printers, typewriters and computer accessories and parts, computers data processors, data processing machines, types, cards, memory equipments, and all or any other types of equipment and materials of every kind and description useful and used in connection with computers.

2. To license otherwise authorize others to engage in the foregoing business and to engage in general and specific research and development in areas related to and involving foregoing

business as referred in sub-clause (1) above.

3. To carry on the business as a data center company for carrying out internet infrastructure related businesses including call centers, knowledge process outsourcing, business process outsourcing, online market surveys, online marketing, business processing outsourcing, information technology enabled services (ITES), e-business, e-commerce services, payment gateways, data integration, format conversion and integration, digital data publishing and to carry out internet based mass electronic storage related activities such as storage on demand service, backup on demand service and provide infrastructure for the same.

4. To carry on the business of buying, selling, trading, import, export, producing, assembling, processing of computers, computer hardware, software and electronic gadgets, equipment, electronic machines, electronic and other printer typewriters and computer accessories and parts, computer data processors data processing machines, types, cards, memory equipments, and all or any other types of equipment and materials of every kind and description useful and used in connection with computers.

5. To own, erect, construct, construct, develop, maintain, lease out and sell, either on its own or through joint venture, joint development or consortium or any other agreement with other entities; immovable property, comprising of land, buildings, township, colonies, building schemes, flats, sultes, residential/ business accommodations, multiplexes, shopping malls or arcades or other convenience or infrastructure and to make arrangement for their maintenance directly or indirectly in collaboration with others or in any other manner.

6. To acquire land by purchase, lease collaborations, exchange or otherwise for development of the same in to residential and commercial constructions.

7. To carry out all kind of business in all type of real estate or the business of constructions, civil constructions and to layout, development, purchase, construct, build, erect demolish, re—erect, alter, improve repair, furnish, decorate, maintain take on lease, exchange or in any lawful manner acquire any land, buildings, hereditaments, immovable properties or super structure of any tenure or description, whether residential commercial industrial or otherwise, or the rights, titles or inherent therein or connected otherwise or to hold occupy, exchange, underlet, mortgage, allot, let out or dispose of the same in full or in part by outright sale or any other mode of disposition and to enter into agreements of all kinds relating to real estate business or to undertake structural, architectural or engineering work as well as to prepare estimates, designs, plants, drawing, specifications or models for such purpose.

8. To purchase, take on lease, acquire in exchange or otherwise own, hold, occupy, collaborate, manage, control, construct, erect, alter, develop, poll down, improve, repair, renovate work, build, plan, layout, set, transfer, mortgage, charge, assign, lease out, let out, sub—let, sub-lease, license and/ or otherwise dispose off all types of urban and/ or rural land plots, buildings, hereditaments, bungalows, quarters, offices, flats, warehouse, godowns, shops, shopping malls, arcades, multiplexes, entertainment centers, it centers, garages and/ or any other Construction stalls, markets, houses, structures, farmhouses, constructions, tenements, roads, bridges,

forests, estate, or immovable properties whether, freehold or lease hold or whatever nature and wherever situated in consideration for a gross sum of rent or partly in one way and party in other or for any other consideration.

9. To layout, develop, construct, build, demolish, re—erect, alter, repairs, remodel any infrastructural facilities or do any other business or work in connection with infrastructural facilities including roads, highways, docks, airport, sewers, bridges, canals, wells, springs, railways, irrigation, townships, colonies, multiplexes, technology parks or the provision of all types and nature of utilities including water, gas, sanitary, and electrical fittings, light, telegraph or power and to set apart ;and to provide or supply related facilities or otherwise to carry on the functions of a builder, promoter, contractor and civil engineer.

Transferor Company-3 is wholly owned subsidiary of Transferee Company.

4. "Cgain Analytics Private Limited" or "Transferor Company 4" is a Private Company incorporated under the Companies Act, 1956 on 21st day of May, 2008, having Corporate Identification No. (CIN): U72300DL2008PTC178410 and having its registered office at 205, 2nd Floor , Agrawal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur, Delhi, East Delhi- 110092. The "Transferor Company-4" is engaged in the business of IT and IT enabled Services. The main objects of the Transferor Company-4 are as follows:-

1. To develop market disruptive processes , technological tools and for solutions at economical cost factors trading companies, to provide training programmes in financial market verticals, to provide product development , 24*7 trading system helpdesk in US time Zone and to provide onsite and offshore contractual and permanent staffing in the similar fields.

2. To carry on business of recruitment, training and placements in the financial verticals, commerce, management and designing with a mix of Computer Science and technology and career developments to the students or candidates in association with foreign or Indian universities, colleges or firms. To provide training services that conducts pre-hire [taming programs for new recruits of its clients. it include training to make skilled people proficient in Financial Software's customized tools and other process related knowledge in Financial Information sector.

3. To train people who are carefully selected by our client company and / or for our client company for job on completion of our training program. To aims to impart knowledge and teach skills through both classroom and on—job—training, and gives the candidates the best of both worlds, which includes subjects like language skills, computer proficiency and soft skills. To provide a fiexi-section that can be customized to suit the specific requirements of clients and according to the needs of a client and area of specialization of candidates, the relevant training material would be conceptualized and designed.

4. To recruit or advise on recruitment of staff with financial acumens services for , provide project and consulting any company or organization to conduct market research, project planning, training classes, seminars, and conferences etc in financial and related fields. To carry on the business of providing personnel whether skilled or semi-skilled to any institutions, concerns,

society, body corporate, firm, association, whether incorporated or not, departments of public or local authority, trust, government-central / States, industry or any other person or group of persons.

5. To license otherwise authorize others to engage in the foregoing business and to and specific research and development engage in general in areas related to and involving forgoing business as referred to sub-clause (1) above.

Transferor Company-4 is wholly owned subsidiary of Transferee Company.

5. **"Zero Time Constructions Private Limited" or "Transferor Company 5"** is a Private Company incorporated under the Companies Act, 1956 on 30th Day of March 2009, having Corporate Identification No. (CIN) **U72100DL2009PTC188964** and having its registered office at **205, 2nd Floor , Agrawal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur Delhi 110092** The "Transferor Company-5" is engaged in the business of IT and IT enabled Services.

The main objects of the Transferor Company are as follows:-

1. To carry on the business of selling, buying, trading, import, export, producing, assembling, processing of computers, computer hardware, software and electronics and electrical gadgets, equipments, electronic machines, printers, typewriters and computer accessories and parts, computers data processors, data processing machines, types, cards, memory equipments, and all or any other types of equipment and materials of every kind and description useful and used in connection with computers.

2. To license otherwise authorize others to engage in the foregoing business and to engage in general and specific research and development in areas related to and involving foregoing business as referred in sub-clause (1) above.

3. To carry on the business as a data center company for carrying out internet infrastructure related businesses including call centers, knowledge process outsourcing, business process outsourcing, online market surveys, online marketing, business processing outsourcing, information technology enabled services (ITES), e-business, e-commerce services, payment gateways, data integration, format conversion and integration, digital data publishing and to carry out internet based mass electronic storage related activities such as storage on demand service, backup on demand service and provide infrastructure for the same.

4. To carry on the business of buying, selling, trading, import, export, producing, assembling, processing of computers, computer hardware, software and electronic gadgets, equipment, electronic machines, electronic and other printer typewriters and computer accessories and parts, computer data processors data processing machines, types, cards, memory equipments, and all or any other types of equipment and materials of every kind and description useful and used in connection with computers.

5. To own, erect, construct, construct, develop, maintain, lease out and sell, either on its own or through joint venture, joint development or consortium or any other agreement with other entities; immovable property, comprising of land, buildings, township, colonies, building schemes, flats, sultes, residential/ business accommodations, multiplexes, shopping malls or arcades or other convenience or infrastructure and to make arrangement for their maintenance directly or indirectly in collaboration with others or in any other manner.

6. To obtain licenses, authorizations, permit forms concerned authorities for developments, constructions, colonization of land.

7. To acquire land by purchase, lease collaborations, exchange or otherwise for development of the same in to residential and commercial constructions.

8. To carry out all kind of business in all type of real estate or the business of constructions, civil constructions and to layout, development, purchase, construct, build, erect demolish, re—erect, alter, improve repair, furnish, decorate, maintain take on lease, exchange or in any lawful manner acquire any land, buildings, hereditaments, immovable properties or super structure of any tenure or description, whether residential commercial industrial or otherwise, or the rights, titles or inherent therein or connected otherwise or to hold occupy, exchange, underlet, mortgage, allot, let out or dispose of the same in full or in part by outright sale or any other mode of disposition and to enter into agreements of all kinds relating to real estate business or to undertake structural, architectural or engineering work as well as to prepare estimates, designs, plants, drawing, specifications or models for such purpose.

9. To purchase, take on lease, acquire in exchange or otherwise own, hold, occupy, collaborate, manage, control, construct, erect, alter, develop, poll down, improve, repair, renovate work, build, plan, layout, set, transfer, mortgage, charge, assign, lease out, let out, sub—let, sub-lease, license and/ or otherwise dispose off all types of urban and/ or rural land plots, buildings, hereditaments, bungalows, quarters, offices, flats, warehouse, godowns, shops, shopping malls, arcades, multiplexes, entertainment centers, it centers, garages and/ or any other Construction stalls, markets, houses, structures, farm houses, constructions, tenements, roads, bridges, forests, estate, or immovable properties whether, freehold or lease hold or whatever nature and wherever situated in consideration for a gross sum of rent or partly in one way and party in other or for any other consideration.

10. To layout, develop, construct, build, demolish, re—erect, alter, repairs, remodel any infrastructural facilities or do any other business or work in connection with infrastructural facilities including roads, highways, docks, airport, sewers, bridges, canals, wells, springs, railways, irrigation, townships, colonies, multiplexes, technology parks or the provision of all types and nature of utilities including water, gas, sanitary, and electrical fittings, light, telegraph or power and to set apart ;and to provide or supply related facilities or otherwise to carry on the functions of a builder, promoter, contractor and civil engineer.

Transferor Company-5 is wholly owned subsidiary of Transferee Company.

6. **"FCS Software Solutions Limited" or "Transferee Company"** is a Listed Company incorporated under the Companies **Act, 1956 on 05th May 1993, having Corporate Identification No. (CIN) L72100DL1993PLC179154** and having its registered office at 205, 2nd Floor , Agrawal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakerpur, Delhi, East Delhi- 110092. The Shares of Company are listed on **BSE Limited and National Stock Exchange** of India Limited (NSE). The **"Transferee Company"** is engaged in the business of

The main objects of the Transferee Company are set out in its Memorandum of Association.

1. To carry on the business of selling, buying, trading, import, export, producing, assembling, processing of computers, computer hardware, software and electronics and electrical gadgets, equipments, electronic machines, printers, typewriters and computer accessories and parts, computers data processors, data processing machines, types, cards, memory equipments, and all or any other types of equipment and materials of every kind and description useful and used in connection with computers.

2. To license otherwise authorize others to engage in the foregoing business and to engage in general and specific research and development in areas related to and involving foregoing business as referred in sub-clause (1) above.

3. To deal in any or all types of Computer Hardware, Electronic and Communication Equipment, mini and micro computers, personal computers, computer peripherals, microprocessor based system, floppy diskettes, winchester hard disc drives, terminals, monitors, daisy wheel printers, digitizers, plotters, scanners, electronic sketch pads, process control equipment, cards, magnetic tapes, cartridge disk dispacks, computer stationary, printer ribbons, computer files stores, spare parts, components and assemblies including computer memory chips or any associated products and their accessories to attain the objectives.

4. To advise or 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 projects and review of their progress, critical path analysis, organization and method studies, and other modern management techniques and to establish and render consultancy and other services of professional and technical nature to industries, firms, associations, enterprises, institutions, bodies corporate offices and all types of concerns and to undertake assignments, jobs and appointments and to enter into any contracts relating thereto.

5. To carry on the business as a Data Center Company for carrying out internet infrastructure related businesses including Call Centers, Knowledge Process Outsourcing, Business Process Outsourcing, Online Market Surveys, Online Marketing, Business Processing Outsourcing, Information Technology Enabled Services (ITES), E-Business, E-Commerce Services, Payment Gateways, Data Integration, format conversion and integration, digital data publishing and to carry out internet based mass electronic storage related activities such as storage on demand service, backup on demand service and provide infrastructure for the same.

6. To carry on business support services, back office and agency work in the fields of financial services including insurance, retail solutions, education services, solutions for telecom and services industry, sales and services, data processing, system analysis and design, programming, data storage, software documentation, computer based systems, and to deal in other office automation softwares or hardwares and all related activities to provide end to end solutions for all industries.

7. To carry on the business of leasing or letting out all kind of immovable property including IT Infrastructural property whether freehold , leasehold to any person, firm, company, body corporate or association of persons in India or abroad and to accept payment for any property or rights sold, rented, leased, hired out or otherwise disposed off or dealt with by the company, either in cash, by installments or otherwise, or on the basis of a commission, remuneration or a fee etc. and to carry on any other business that is customarily, usually and conveniently carried on therewith in or outside India.

7. RATONALE FOR THE SCHEME

- In order to consolidate the business at one place and effectively manage the Transferor Companies and Transferee Company as a single entity, which will provide several benefits including streamlined group structure by reducing the number of entities, reducing the multiplicity of legal and regulatory compliances, rationalizing costs, it is intended that transferor companies be amalgamated with the Transferee Company.

- The independent operations of the Transferor Companies and Transferee Company leads to incurrence of significant costs and the amalgamation would enable economies of scale by attaining critical mass and achieving cost saving. The amalgamation will thus eliminate a multi layer structure and reduce managerial overlaps, which are necessarily involved in running multiple entities and also prevent cost duplication that can erode financial efficiencies of a holding structure and the resultant operation would be substantially cost-efficient. This scheme would result in simplified corporate structure of the Transferee Companies and its businesses, thereby leading to more efficient utilization of capital and creation of a consolidated base for future growth of the Transferee Companies.

- The amalgamation will contribute in furthering and fulfilling the objectives and business strategies of all the companies thereby accelerating growth, expansion and development of the respective businesses through the Transferee Company. The amalgamation will thus enable further expansion of the Transferee Company and provide a strong and focus base to undertake the business more advantageously. Further, this arrangement would bring concentrated management focus, integration, streamlining of the management structure, seamless implementation of policy changes and shall also help enhance the efficiency and control of the Transferor Companies and Transferee Company.

- The synergy created by scheme of arrangement would increase operational efficiency and integrate business functions.

- The proposed arrangement will provide greater integration and flexibility to the Transferee Company and strengthen its position in the industry, it terms of the assets base, revenues, product and service range.

- The other benefits of proposed amalgamation includes:-

(1) Optimum and efficient utilization and rationalization of Capital, resources, assets and facilities;
(2) Enhancement of competitive strengths including financial resources;
(3) Better Management and focus on growing the business;
(4) Obtaining Synergy benefits;
(5) Reduction of overheads, administrative, Managerial and Other expenditures;
(6) Simplify shareholding structure and reduce shareholding tiers.

PART A

DEFINITIONS, CAPITAL STRUCTURE

1. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meaning:

1.1.1 **"Act" or "the Act"** means the Companies Act, 2013 and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force.

1.1.2 **"Appointed Date"** means the **1st day of January, 2019** or any such date approved by Central Government or National Company Law Tribunal (NCLT) or any other Competent Authority.

1.1.3 **"Record Date"** means the date fixed by the Board of Directors or Committee thereof of the Transferee Company for the purpose of determining the members of Transferor Company and the Transferee Company approving the Scheme of Amalgamation.

1.1.4 **"Regional Director"** means the Regional Director (Northern Region), Ministry of Corporate Affairs at New Delhi, having jurisdiction over the Transferee Company.

1.1.5 **"Registrar of Companies" or "ROC"** means the Registrar of Companies at NCT of Delhi and Haryana at New Delhi.

1.1.6 **"Rules"** means Companies (Compromises, Arrangements And Amalgamations) Rule, 2016.

1.1.7 **The "Board" or "Board of Directors"** in relation to the Transferor Company-1, Transferor Company-2, Transferor Company-3, Transferor Company-4 and Transferor Company-5 and Transferee Company, as the case may be means the Board of Directors of such Company

and shall include a Committee of Directors, if any constituted or appointed and authorized to take any decision for the implementation of the scheme on behalf of such Board of Directors.

1.1.8 **"Effective Date"** means the later of the date on which the authenticated/ certified copies of the order(s) of the Regional Director, Northern Region or other appropriate authority or forum/Tribunal, if any, sanctioning the Scheme is filed with the concerned Registrar of Companies, after obtaining requisite consents, approvals, permissions, resolutions and sanctions necessary thereof.

Any references in the Scheme to the word "upon the Scheme becoming effective" or "effectiveness of the Scheme" or "date of coming into effect of the Scheme" or "Scheme coming into effect" of shall mean the Effective Date.

1.1.9 **"Central Government"** means the Government of India and Vide Notification No. S.O 4090(E) dated 19th December, 2016 Central Government has delegated power vested in it under Section 233 of the Companies Act, 2013 to the Regional Director, Ministry of Corporate Affairs having jurisdiction.

1.1.10 **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Scheme of Amalgamation in its present form as submitted to the concerned authorities/ National Company Law Tribunal, as may be constituted as per the Act or this Scheme with such modification(s), if any.

1.1.11 **Stock Exchange"** means BSE Limited and or National Stock Exchange of India Limited (NSE).

1.1.12 All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Regional Director, Northern Region shall be effective from the Appointed Date but shall be operative from the Effective Date.

3. CAPITAL STRUCTURE

The Capital Structure of the Transferee Company and Transferor Company as on appointed date i.e. 1st January, 2019 and immediately before implementation of the scheme are as under:

3.1.1 TRANFEREE COMPANY

As on the 31st December, 2018 the share capital of the Transferee Company - **FCS SOFTWARE SOLUTIONS LIMITED** was as under:

Particulars	Amount (Rs.)
Authorised Capital: 1,85,00,00,000 Equity Shares of Re.1/- each	185,00,00,000
Total	**185,00,00,000**
Issued, Subscribed and Paid-up Capital: 1,70,95,53,100 Equity Shares of Re.1/- each	170,95,53,100
Total	**170,95,53,100**

3.1.3 TRANSFROR COMPANY-2

As on the 31st December, 2018 the share capital of **INNOVA E SERVICES PRIVATE LIMITED** was as under:

Particulars	Amount (Rs.)
Authorised Capital: 14,60,000 Equity Shares of Rs.10/- each	1,46,00,000
Total	**1,46,00,000**
Issued, Subscribed and Paid-up: 14,60,000 Equity Shares of Rs.10/- each	1,46,00,000
Total	**1,46,00,000**

3.1.4 TRANSFROR COMPANY-3

As on the 31st December, 2018 the share capital of **STABLESECURE INFRASERVICES PRIVATE LIMITED** was as under:

Particulars	Amount (Rs.)
Authorised Capital: 1,40,00,000Equity Shares of Rs.10/- each	14,00,00,000
Total	**14,00,00,000**
Issued, Subscribed and Paid-up Capital: 1,37,60,000 Equity Shares of Rs.10/- each	13,76,00,000
Total	**13,76,00,000**

3.1.5 TRANSFROR COMPANY-4

As on the 31st December, 2018 the share capital of **CGAIN ANALYTICS PRIVATE LIMITED** was as under:

Particulars	Amount (Rs.)
Authorised Capital: 25,00,000 Equity Shares of Rs.10/- each	2,50,00,000
Total	**2,50,00,000**
Issued, Subscribed and Paid-up Capital: 24,80,000 Equity Shares of Rs.10/- each	2,48,00,000
Total	**2,48,00,000**

3.1.6 As on the 31st December, 2018 the share capital of Z**ERO TIME CONSTRUCTIONS PRIVATE LIMITED** was as under:

Particulars	Amount (Rs.)
Authorised Capital: 2,10,00,000 Equity Shares of Rs.10/- each	21,00,00,000
Total	**21,00,00,000**
Issued, Subscribed and Paid-up Capital: 2,09,80,000 Equity Shares of Rs.10/- each	20,98,00,000
Total	**20,98,00,000**

PART B

AMALGAMATION OF INSYNC BUSINESS SOLUTIONS LIMITED, INNOVA E SERVICES PRIVATE LIMITED, STABLESECURE INFRASERVICES PRIVATE LIMITED, CGAIN ANALYTICS PRIVATE LIMITED AND ZERO TIME CONSTRUCTIONS PRIVATE LIMITED (TRANSFEROR COMPANIES) WITH FCS SOFTWARE SOLUTIONS LIMITED (TRANSFEREE COMPANY) IN ACCORDANCE WITH SECTION 233 OF THE COMPANIES ACT, 2013.

1. With effect from the Appointed Date and upon the scheme becoming effective, the entire business and whole of the undertaking(s) of the **Transferor Companies** shall in terms of Section 233 and applicable provisions, if any of the Companies Act, 2013 and pursuant to the order of the Regional Director, Northern Region or other appropriate authority or forum, if any, sanctioning the Scheme, without any further act, instrument, deed, matter or thing, stand transfer and vested in and /or deemed to be transferred to and vested in Transferee Company as a going concern so as to become the undertaking(s), properties and liabilities of the Transferee Company.

2. With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and undertaking of Transferor Companies shall stand transferred to and be vested in Transferee Company without any further deed or act, together with all their properties, assets, rights, benefits and interest therein, subject to existing charges thereon in favour of banks and financial institutions, as the case may be.

3. TRANSFER OF ASSETS

3.1.1 With effect from the Appointed Date and upon the Scheme becoming effective all memberships, licenses, franchises, rights, privileges, permits, quotas, rights, entitlements, allotments, approvals, consents, concessions, trade mark licenses inc including application for registration of trade mark, patents, copyrights and their right to use available to Transferor Companies as appointed date or any which may be taken after the appointed date but till the effective date, shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.

3.1.2 With effect from the Appointed Date and upon the Scheme becoming effective all Certificate of Registrations as available with Transferor Companies as on Appointed Date or any which may be taken by Transferor Companies after the Appointed Date but till the Effective Date shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.

3.1.3 With effect from the Appointed Date and upon the Scheme becoming effective all the assets of Transferor Companies as are movable in nature including, but not limited to stock of goods, raw materials available in the market/depots/Godown/factories, sundry debtors, investments, plants and equipments, outstanding loans and advances, insurance claims, advance tax, Minimum Alternate Tax (MAT) set-off rights, pre-paid taxes, levies/liabilities, CENVAT/, VAT , credits if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any with Government, Semi-Government, local and other authorities and bodies, customers and other persons or any other assets otherwise capable of transfer by physical delivery would get transferred by physical delivery only and all others assets would get transferred by endorsement and delivery by vesting and recordable pursuant to this Scheme, shall stand vested in Transferee Company, and shall become the property and an integral part of Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.

3.1.4 With effect from the Appointed Date and upon the Scheme becoming effective all incorporeal properties of Transferor Companies as on Appointed Date or any which may be taken after the Appointed Date but till the Effective Date, shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.

3.1.5 With effect from the Appointed Date and upon the Scheme becoming effective, all immovable properties including but not limited to land and buildings or any other immovable properties of Transferor Companies, whether freehold or leasehold and any documents of title, tights and easements in relation thereto shall stand transferred to and be vested in Transferee Company, without any further instrument, deed or act or payment of any further fee, charge or securities either by the Transferor Companies or Transferee Company.

3.1.6 With effect from the Appointed Date Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay ground rent, taxes and fulfill obligations, in relation to or applicable to such immovable properties. The mutation/substitution of the title to the immovable properties shall be made and duty recorded in the name of Transferee Company by the appropriate authorities pursuant to the sanction of the Scheme by the Regional Director (Central Government) and the Scheme becoming effective in accordance with the terms hereof.

3.1.7 With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to Transferor Companies to which the Transferor Company are the party or to the benefit of which Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date shall be in full force and Transferor Companies, Transferee Company and may be enforced as fully and effectually as if instead

of Transferor, Transferee Company had been a party or beneficiary or oblige thereto.

3.1.8 With effect from the Appointed Date and upon the Scheme becoming effective, all permits, quotas, rights, entitlements, licenses including those relating to trademarks, tenancies, patents, copyrights, privileges, software, powers, facilities of every kind and description of whatsoever nature in relation to Transferor Companies is the party or to the benefit of which Transferor Companies may be eligible and which are subsisting or having effect immediately before the effective date shall be enforceable as fully and effectually as if, instead of Transferor Company, Transferee Company had been a party or beneficiary or oblige thereto.

3.1.9 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, no-objection, certificates, permissions or approvals or consents required to carry on operations of Transferee Company without further act or deed and shall be appropriately transferred or assigned by the statutory authorities concerned therewith in favor of Transferee Company upon the vesting of Transferor Companies Businesses and Undertakings pursuant to this Scheme. The benefit of all statutory and regulatory permissions, licenses, approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of Transferor Companies shall vest in and become available to Transferee Company pursuant to this Scheme.

3.1.10 With effect from the Appointed Date and upon the Scheme becoming effective, all motor vehicles of any description whatsoever of Transferor Companies shall stand transferred to and be vested in the Transferee Company, and the appropriate Governmental and Registration Authorities shall substitute the name of Transferee Company in place of Transferor Companies, without any further instrument, deed or act or any further payment of fee, charge or securities.

4. TRANSFER OF LIABLITIES

4.1.1 With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of accounts of disclosed in the balance sheets of Transferor Companies shall be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company.

4.1.2 Without prejudice to the generality of the provisions contained herein, all loans raised after the Appointed Date but till the Effective Date and liabilities incurred by Transferor Companies after the Appointed Date but till the Effective Date for their operations shall be deemed to be of Transferee Company.

4.1.3 The transfer and vesting of the entire business and undertaking of Transferor Companies as aforesaid, shall be subject to the existing securities, charges and mortgages if any subsisting over or in respect of the property and assets or any part thereof of Transferor Companies, as the case may be.

Provided that the securities, charges and mortgages (if any subsisting) over and in respect of the part thereof, of Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarges such securities, charges or mortgages to the end and intent that such securities, charge and mortgage shall not extend or be deemed to extend or be deemed to extend to any of the other assets of Transferor Companies vested in Transferee Company pursuant to the Scheme.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Transferor Companies which shall vest in Transferee Company by virtue of the amalgamation of Transferor Companies with Transferee Company and Transferee Company shall not be obliged to create any further or additional security there for after the amalgamation has become operative.

4.1.4 Transferee Company will at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangements in relation to Transferor Companies to which Transferor Company are parties in order to give formal effect to the above provisions. Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of Transferor Companies and to carry out or perform all such formalities or compliances referred to above on part of Transferor Companies.

4.1.5 Loans or other obligations, if any due either between Transferee Company and Transferor Companies or amongst Transferor Companies shall stand discharged and there shall be no liability in that behalf. In so far as any securities, debentures or notes issued by the Transferor Companies and held by the Transferee Company and vice versa are concerned the same shall, unless sold or transferred by holder of such securities, at any time prior to the Effective Date, stand cancelled and shall have no further effect.

5. TAXATION AND OTHER MATTERS

5.1.1 This Scheme has been drawn up to comply with the conditions relating to “Amalgamation” as specified under section 2(1B) of the Income Tax Act, 1961. If any terms or provisions of this Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the Income Tax Act, 1961 or any other amendment under the law, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) of the Income Tax Act, 1961. Such modification will however not affect the other parts of the Scheme.

5.1.2 With effect from the Appointed Date, all the profits or income accruing or arising to Transferor Companies, and all expenditure or losses arising or incurred by Transferor Companies shall for all purposes, be treated (including all taxes, if any paid or accruing in respect of any profits and income) and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of Transferee Company. Moreover,

Transferee Company shall be entitled to revise its statutory returns relating to indirect taxes like sales tax/service tax/excise, etc and to claim refund/credit and/or set off all amounts under the relevant laws towards the transactions entered into by Transferee company and Transferor Companies which may occur between the Appointed Date and the Effective Date. The rights to make such revisions in the sales tax /service tax/excise, etc returns and to claim refunds/credits are expressly reserved in favour of Transferee Company.

5.1.3 Upon the Scheme becoming effective, the Transferor Companies and the Transferee Company shall be entitled, whenever necessary and pursuant to the provisions of this Scheme, to file or revise their financial statements, tax returns, tax deduction at source certificates, tax deduction at source returns, and other statutory returns and shall have the right to claim refunds, advance tax credits, credit for Minimum Alternate Tax , carry forward of losses and unabsorbed depreciation, deductions, tax holiday benefits, deductions or any other credits and/or set off of all amounts paid by the Transferor Companies or the Transferee Company under the relevant laws relating to Income Tax, Value Added Tax, Service Tax, Central Sales Tax, Goods and Service Tax or any other tax as may be required consequent to the implementation of the Scheme.

5.1.4 Transferee Company shall be entitled to revise its all Statutory returns relating to Direct taxes like Income Tax and Wealth Tax and to claim refunds/advance tax credits and/or set off the tax liabilities of Transferor Companies under the relevant laws and its rights to make such revisions in the statutory returns and to claim refunds, advance tax credits and/or set off the tax liabilities is expressly granted.

5.1.5 It is expressly clarified that with effect from the Appointed Date, all taxes payable by Transferor Companies including all or any refunds of the claims/TDS Certificates shall be treated as the tax liability or refunds/claims/TDS Certificates as the case may be of Transferee Company.

5.1.6 From the Effective Date and till such time as the name of the Transferee Company would get entered as the account holder in respect of all the bank accounts and demat accounts of Transferee Company shall be entitled to operate the bank/demat accounts of Transferor Companies in their existing names.

5.1.7 Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorizations of Transferor Companies shall stand transferred by the order of the Regional Director to Transferee Company, Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning Regional Director (Central Government).

PART C

CONSIDERATION AND ACCOUNTING TREATMENT IN THE BOOKS OF FCS SOFTWARE SOLUTIONS LIMITED

6. CONSIDERATION

6.1.1 Transferor Companies are wholly owned Subsidiary Companies of Transferee Company and its entire share capital is held by Transferee Company and its nominees. Accordingly, upon the Scheme becoming effective, the entire share capital of Transferor Companies shall stand cancelled without any further application, acts or deeds and there would be no issue of shares of Transferee Company to the shareholders of Transferor Companies. pursuant to the amalgamation of Transferor Companies with Transferee Company.

6.1.2 Upon coming into effect of this, the shares or the share certificates of the Transferor Companies in relation to the shares held by the Transferee Company, as the case may be without any further application, acts, instruments or deeds, be deemed to have been automatically cancelled and be of no effect without any necessity of them being surrendered.

7. ACCOUNTING TREATMENT IN THE BOOKS OF FCS SOFTWARE SOLUTIONS LIMITED

Upon the coming into effect of this Scheme, the amalgamation of the Transferor Companies with the Transferee Company shall be accounted for as per the "Accounting Standard 14: Accounting for Amalgamations" as prescribed in the Companies (Accounting Standards) Rules, 2006 issued by the Ministry of Corporate Affairs or the "Indian Accounting Standard (IND AS) 103 for Business Combination" prescribed under section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standard) Rules, 2015 (if applicable), as may be amended from time to time such that:

7.1.1 The Transferee Company shall, record all the assets and liabilities, including Reserves of the Transferor Companies vested in it pursuant to this Scheme, at their respective book values as appearing in the books of the Transferor Companies on the Appointed Date.

7.1.2 If at the time of amalgamation the Transferor Companies and the Transferee Company have conflicting accounting policies, a uniform accounting policy shall be adopted by the Transferee Company following the amalgamation. The effect on the financial statements of any change in accounting policies shall be reported in accordance with applicable Accounting Standard 5 "Prior period and Extraordinary items and changes in accounting policies".

7.1.3 Investment, if any in the equity share capital of the Transferor Companies or vice versa, as appearing in the books of accounts of the Transferee Company, if not transferred before the Effective Date, shall stand cancelled and there shall be no further obligation/outstanding in that behalf.

7.1.4 The loans and advance or payables or receivables of any kind inter-se if any between the

Transferor Companies and the Transferee Company, as appearing in its respective books of accounts shall stand discharged prior to Effective Date.

8 CONSOLIDATION OF AUTHORIZED CAPITAL / MAIN OBJECTS CLAUSE OF MEMORANDUM AND ARTICLES OF ASSOCIATION

8.1.1 Upon the Scheme becoming effective, the authorized share capital of Transferor Companies shall be deemed to be added to the authorized share capital of Transferee Company without any further act, instrument, deed or procedure, formalities or payment of any stamp duty and registration fees. The Face Value of equity shares shall remain same as of the Transferee Company after increase of the Authorized Share Capital.

8.1.2 Upon the Scheme becoming effective Clause V of the Memorandum of Association of Transferee Company shall, without any further act, instrument or deed, be substituted as follows:

The Authorized Share Capital of the Company is Rs. 2,24,06,00,000 (Rupees Two Hundred and Twenty Four Crore and Six Lakhs) Divided into (Two Hundred and Twenty Four Crore and Six Lakhs) Equity Shares of Re.1/- (Rupee One) each.

8.1.3 On approval of the Scheme by the members of the Transferee Company pursuant to Section 233 of the Companies Act, 2013 it shall be deemed that the said members have also accorded all relevant consent under Section13, 14 and 61 and other applicable provisions of the Companies Act, 2013 as may be applicable for the purpose of amendment of the Memorandum of Association of the Transferee Company as above. It is clarified that there will be no need to pass a separate Shareholders Resolution as required under Section 13, 14 and 61 of the Companies Act, 2013 for amendment of the Memorandum of Association of the Transferee Company.

8.1.4 It is clarified that the approval of the members of Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum and Articles of Association of Transferee Company as may be required under the Act.

8.1.5 Transferee Company shall file the amended Memorandum and Articles of Association with the concerned Registrar of Companies.

PART D

GENERAL TERMS AND CONDITIONS

9 CONDUCT OF BUSINESS OF INSYNC BUSINESS SOLUTIONS LIMITED, INNOVA E SERVICES PRIVATE LIMITED, STABLESECURE INFRASERVICES PRIVATE LIMITED, CGAIN ANALYTICS PRIVATE LIMITED AND ZERO TIME CONSTRUCTIONS PRIVATE LIMITED TILL EFFECTIVE DATE

During the period between the Appointed Date of the Scheme and the Effective Date:

9.1.1 Transferor Companies shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets pertaining to the business and undertaking of Transferor Companies for and on account of and in trust for Transferee Company. Transferor Companies hereby undertakes to hold its said assets with utmost prudence until the Effective Date.

9.1.2 Transferor Companies shall carry on its business and activities with reasonable diligence, business prudence and shall not, except in the ordinary course of business or without prior written consent of Transferee Company alienate, charge, mortgage, encumber or otherwise deal with or dispose of its business or part thereof.

9.1.3 All the profits or income accruing or arising to Transferor Companies or expenditure or losses arising or incurred or suffered by Transferor Companies pertaining to the business and undertaking of Transferor Companies shall for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure as the case may be of Transferee Company.

9.1.4 Transferor Companies shall not vary the terms and conditions of employment of any of the employees except in the ordinary course of business or without the prior consent of Transferee Company or pursuant to any pre-existing obligation undertaken by Transferor Companies as the case may be, prior to the Appointed Date.

9.1.5 Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government, and all other agencies, departments and authorities concerned as are necessary under any law or rules, for such consents, approvals and sanctions, which Transferee Company, may require pursuant to this Scheme.

9.1.6 Upon the Scheme becoming effective, there shall not be any inter-company transactions between Transferee Company and Transferor Companies subsequent to the appointed date and hence, inter-company transactions between Transferor Companies and Transferee Company shall be considered not to be the transactions between two different entities (specifically from the perspective of indirect taxes). Accordingly, Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, 1961 and other tax laws. Transferee Company is also expressly permitted to claim refunds and/or credits for taxes paid (specifically including refund of taxes paid on inter-company transactions with Transferor Companies during the period between the Appointed Date of the Scheme and the Effective Date) and to claim all other applicable tax benefits under the Income Tax Act, 1961 and any other tax law and for matters incidental thereto, if required to give effect to the provisions of this Scheme.

10. STAFF, WORKMEN AND EMPLOYEES

10.1.1 On the Scheme becoming effective all the staff, workmen and employees of Transferor Companies shall become the employees of Transferee Company, without any break or interruption in their services, on not less favourable terms and conditions on which they are engaged as on the Effective Date. Transferee Company further agrees that for the purpose of payment of any retirement benefit / compensation, such immediate uninterrupted past services with Transferor Companies shall also be taken into account. Transferee Company undertakes to continue to abide by the terms of agreement / settlement entered into by Transferor Companies with employee or associations Transferor Companies

10.1.2 The accounts / funds of the staff, workmen and employees whose services are transferred under Clause 9.1 above, relating to superannuation, provident fund and gratuity fund shall be identified, determined and transferred to the respective Trusts / Funds of Transferee Company and such staff, Workmen and employees shall be deemed to have become members of such Trusts / Funds of Transferee Company.

11. LEGAL PROCEEDINGS

11.1.1 If any suit, appeal or other proceeding of whatever nature by or Transferor Companies is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against Transferor Companies as if this Scheme had not been made.

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

12 CONTRACTS, DEEDS, ETC.

12.1.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, Letters of Intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining to Transferor Companies, Transferee Company, to which Transferor Companies, Transferee Company are the party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of Transferee Company as the case may be, and may be enforced by or against Transferee Company as fully and effectually as if, instead of Transferor Companies , Transferee Company had been a party thereto.

12.1.2 Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which Transferor Companies will, if necessary, also be party in order to give formal effect to the

provisions of this Scheme, if so required or becomes necessary. Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of Transferor Companies and to implement or carry out all formalities required on the part of Transferor Companies to give effect to the provisions of this Scheme.

13 SAVING OF CONCLUDED TRANSACTIONS

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

14 ISSUE OF SHARES BY THE TRANSFEREE COMPANY:

14.1.1 Transferor Companies are wholly-owned subsidiary Companies of " Transferee Company" and hence upon the coming into effect of this Scheme and in its consideration thereof; no consideration, either in the form of shares or otherwise, will be paid to the shareholders of Transferor Companies .The authorized share capital of the Transferor Companies shall be transferred and vested with the Transferee Company in terms of the provisions of the Act after the approval of the Scheme and without any further compliance and without paying any further requisite fee.

15 DISSOLUTION OF INSYNC BUSINESS SOLUTIONS LIMITED, INNOVA E SERVICES PRIVATE LIMITED, STABLESECURE INFRASERVICES PRIVATE LIMITED, CGAIN ANALYTICS PRIVATE LIMITED AND ZERO TIME CONSTRUCTIONS PRIVATE LIMITED

On the Scheme becoming effective, Transferor Companies shall, without any further act or deed, stand dissolved without being wound-up.

16 APPLICATION TO REGIONAL DIRECTOR

Transferor Companies and Transferee Company shall with all reasonable dispatch make all applications to Regional Director (Central Government) of relevant jurisdiction, under Sections 233 of the Act read with Rule 25 of Companies (Compromise, Arrangement and Amalgamation) Rule, 2016 for sanctioning the Scheme with such modifications as may be approved by the Regional Director.

17 MODIFICATION OR AMENDMENTS TO THE SCHEME

Subject to the approval of the Scheme by the jurisdictional Regional Director, Transferor Companies and Transferee Company by their respective Boards of Directors may assent to/ make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the Regional Director/ Registrar/Official Liquidator and/or other authority

under law as may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events or otherwise by them (i.e. the Board). Transferor Companies and Transferee Company by their respective Board are authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying the Scheme into effect, whether by reason of any directive or Orders of any other authorities or otherwise howsoever, arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

18 CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

18.1.1 The Scheme being approved by the requisite majorities in number and value of such the respective members and secured and unsecured creditors of Transferor Companies and Transferee Company as mandated under the Act or as may be directed by the National Company Law Tribunal (if applicable);

18.1.2 The sanction of the Regional Director, Northern Region under the Sections 233 of the said Act;

18.1.3 Appropriate sanctions obtained from other regulatory authorities, if necessary;

18.1.4 Certified or authenticated copy of the Orders of the Regional Director, Northern Region, sanctioning the Scheme being filed with the concerned Registrar of Companies by Transferee Company and Transferee Companies"

19 EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme not being sanctioned by the Regional Director, Northern Region, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

20 COSTS, CHARGES & EXPENSES

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

FCS Software Solutions Ltd.

Form No. MGT-11
PROXY FORM
[Pursuant to Section 105(6) of the Companies Act, 2013 and Rule 19(3) of the Companies (Management and Administration) Rules, 2014]

CIN: L72100DL1993PLC179154
Name of the company: FCS Software Solutions Limited
Registered office: 205, 2nd Floor, Agrawal Chamber IV, 27, Near Sawarker Block, Vikas Marg, Shakarpur, Delhi-110092

Name of the member(s):

Registered address:

E-mail Id:

Folio No/ Client Id:

DP ID:

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

1. Name:…….....

   Address: …….....

   E-mail Id: ……..... Signature:…….....…., or failing him

2. Name: …….....

   Address: …….....

   E-mail Id: ……..... Signature:…….....…., or failing him

3. Name: …….....

   Address:…….....

   E-mail Id: ……..... Signature:…….....…., or failing him

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the 17th Extra Ordinary general meeting of the company, to be held on Tuesday, the 30th day of July, 2019 at 9:00 A.M. at the Executive Club, 439, Village Sahoorpur, Fatehpur Beri, New Delhi- 110074 and at any adjournment thereof in respect of such resolutions as are indicated below:

S.NO	RESOLUTIONS	Vote	
		For	Against
Special Business			
1.	Approval for the scheme of Amalgamation/ Arrangement among the Insync Business Solutions Limited, Innova e Services Private Limited, Stablesecure Infraservices Private Limited, cGain Analytics Private Limited And Zero Time Constructions Private Limited (Wholly Owned Subsidiary Companies) (Transferor Companies) with FCS Software Solutions Limited (Holding Company) (Transferee Company) And Their Respective Shareholders And Creditors.		

Signed on…..... day of…..…… 2019

Affix Revenue Stamp

Signature of member/shareholder.....

Signature of Proxy holder(s).....

Note: This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, before the commencement of the Meeting.

FCS Software Solutions Ltd.

ATTENDANCE SLIP

PLEASE FILL THIS ATTENDANCE SLIP AND HAND IT OVER AT THE ENTRANCE OF THE MEETING HALL

Regd. Folio/DP ID/ Client ID/	
No. of shares held	
Name and address of the shareholder/ proxy	

I certify that I am a registered shareholder/proxy for the registered Shareholder of the Company and hereby record my presence at the Extra-ordinary General Meeting of the Company on Tuesday, the 30th day of July, 2019 at 09.00.A.M. at Executive Club, 439, Village - Sahoorpur, Fatehpur Beri, New Delhi – 110074

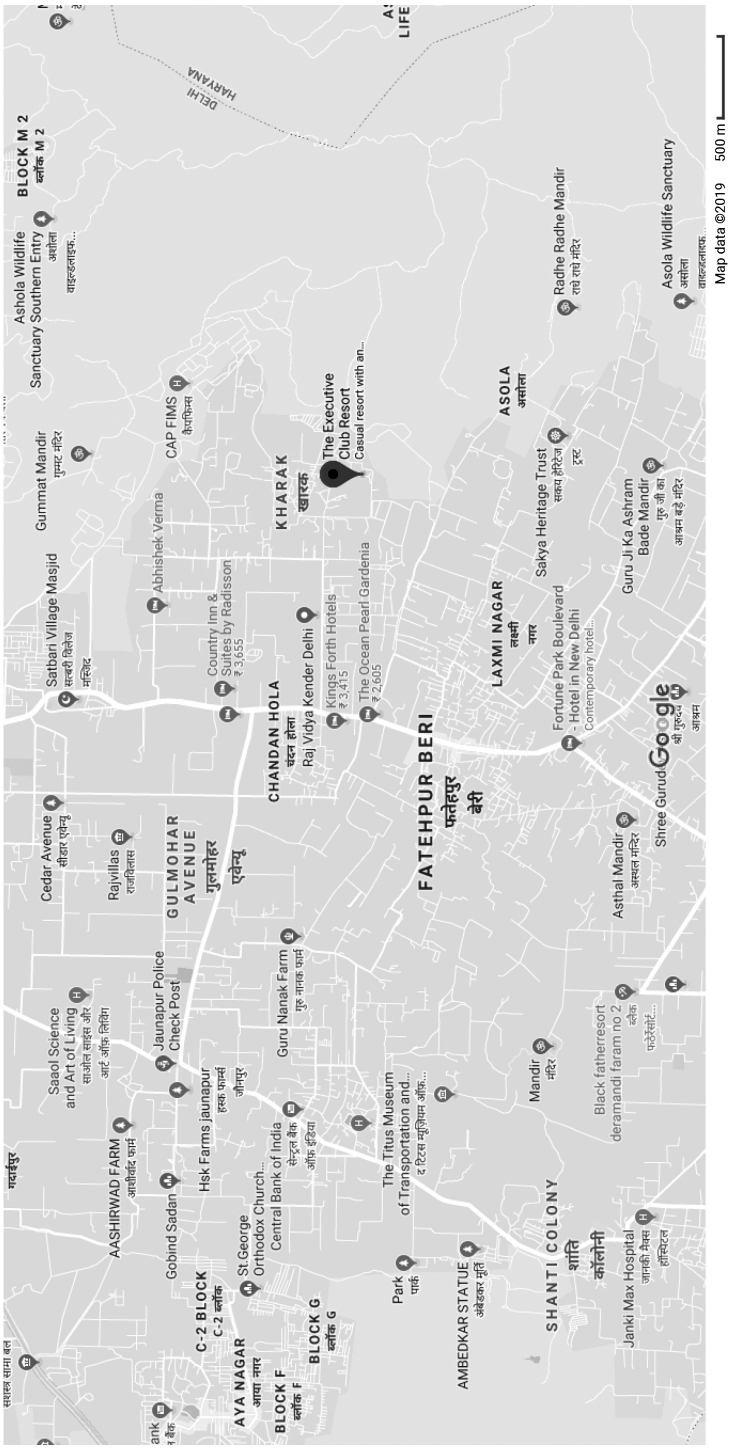
Member's/Proxy's name in Block Letters.....

Member's/Proxy's Signature.....

Note: Please fill this attendance slip and hand it over at the entrance of the hall.

Google Maps The Executive Club Resort

Extra Ordinary General Meeting-2019 Venue



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