23rd September 2026

To,
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort, Mumbai – 400 001
BSE Scrip Code: 544179

To,
National Stock Exchange of India Limited
Exchange Plaza, C-1, Block G Bandra Kurla
Complex, Bandra (East), Mumbai – 400 051
NSE Symbol: GODIGIT

Re: Go Digit General Insurance Limited ("GDGIL" or "Transferee Company")
ISIN: INE03JT01014

Sub.: Update in relation to Scheme of Amalgamation amongst Go Digit Infoworks Services Private Limited and the Transferee Company and their respective shareholders.

Dear Sir/Madam,

In connection with the draft Scheme of Amalgamation amongst Go Digit Infoworks Services Private Limited ("Transferor Company", "GDISPL") and Go Digit General Insurance Limited ("Transferee Company", "Company", "GDGIL") and their respective shareholders under Sections 230 to 232 read with other applicable provisions of the Companies Act, 2013 ("Scheme"), and in furtherance to our previous submissions dated 19th December 2025, 23rd April 2026, 29th July, 2026, 14th August, 2026 and 1st September 2026, we hereby submit that the Insurance Regulatory and Development Authority of India ("IRDAI"), vide its email dated 4th September 2026, has advised the Company to prepare and submit the Scheme of Amalgamation under Section 35 of the Insurance Act, 1938 (as amended by the Sabka Bima Sabki Raksha (Amendment of Insurance Laws) Act, 2025).

In furtherance of the said advisory by the IRDAI, the Scheme has been updated to specifically include the reference of Section 35 of the Insurance Act, 1938 and no changes have been carried out in the Scheme except as detailed in the table enclosed herewith as **Annexure 1**.

The changes in the Scheme are carried out to comply with the Regulatory advisory and do not correspond to any material change or effect to the said Scheme and is limited to incorporating a reference to Section 35 of the Insurance Act, 1938 and the rules and regulations framed thereunder, as advised by IRDAI. Accordingly, the said modification does not alter the essence or substance of the Scheme or of the applications/submissions already made with the respective authorities.

We further confirm that no other changes or modifications have been made to the Scheme, except as detailed above.

A copy of the revised Scheme is enclosed herewith as **Annexure 2**.

The Scheme remains subject to various statutory and regulatory approvals, inter alia, approval of the Honourable National Company Law Tribunal, Mumbai Bench, Insurance Regulatory and Development Authority of India and the Shareholders.

We request you to kindly take the above intimation on record.

Thanking you,

Yours sincerely,

For Go Digit General Insurance Limited

Digitally signed by
TEJAS SARAF
Wednesday, September 23,
2026 7:21:54 PM

Tejas Saraf
Company Secretary & Compliance Officer

Encl. as above:

Annexure 1

Table depicting the comparative changes in the draft Scheme

Reference	Original text as per the draft Scheme	Updated text of the draft Scheme as required by IRDAI
Cover Page: *	UNDER SECTIONS 230 TO 232 READ WITH OTHER PROVISIONS OF THE COMPANIES ACT, 2013 AS MAY BE APPLICABLE AND THE RULES FRAMED THEREUNDER	*UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013, READ WITH SECTION 35 AND OTHER APPLICABLE PROVISIONS OF THE INSURANCE ACT, 1938 AND THE RULES AND REGULATIONS FRAMED THEREUNDER*
B: Overview of the Scheme - Para 1 (Page 2) #	This Scheme (as defined hereinafter) is presented under Sections 230 to 232 and other applicable provisions of the Act (as defined hereinafter) for the amalgamation of the Transferor Company with the Transferee Company with effect from the Appointed Date (as defined hereinafter) in accordance with Section 2(1B) and other applicable provisions of the IT Act (as defined hereinafter) and consequent dissolution of the Transferor Company without being wound up, and the issuance of shares of the Transferee Company to the shareholders of the Transferor Company.	This Scheme (*as defined hereinafter*) is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (as defined hereinafter as the "Act") *read with Section 35 and other applicable provisions of the Insurance Act, 1938 and the rules and regulations framed thereunder* for the amalgamation of the Transferor Company with the Transferee Company with effect from the Appointed Date (as defined hereinafter) in accordance with Section 2(1B) and other applicable provisions of the IT Act (as defined hereinafter) and consequent dissolution of the Transferor Company without being wound up, and the issuance of shares of the Transferee Company to the shareholders of the Transferor Company.
Part III: 4: Transfer and Vesting - Para 4.1 (Page 10) #	Upon the Scheme becoming effective, subject to the provisions of this Scheme and pursuant to sanction of this Scheme by the NCLT and pursuant to Sections 230 to 232 and other applicable provisions of the Act, the Transferor Company shall stand amalgamated with the Transferee Company as a going concern and all its assets and liabilities shall, without any further act, instrument or deed, stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, so as to become on and from the Effective Date, the assets and liabilities of the Transferee Company by virtue of operation of law or otherwise, and in consideration the Transferee Company shall issue and allot its equity shares in accordance with Clause 16 below, and in the manner provided in this Scheme.	Upon the Scheme becoming effective, subject to the provisions of this Scheme and pursuant to sanction of this Scheme by the NCLT and pursuant to Sections 230 to 232 and other applicable provisions of the Act *read with Section 35 and other applicable provisions of the Insurance Act, 1938 and the rules and regulations framed thereunder*, the Transferor Company shall stand amalgamated with the Transferee Company as a going concern and all its assets and liabilities shall, without any further act, instrument or deed, stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, so as to become on and from the Effective Date, the assets and liabilities of the Transferee Company by virtue of operation of law or otherwise, and in consideration the Transferee Company shall issue and allot its equity shares in accordance with Clause 16 below, and in the manner provided in this Scheme.
Part III: 18: Cancellation	The cancellation of the equity share capital held by the Transferor Company in	The cancellation of the equity share capital held by the Transferor Company in the Transferee

of equity shares held by the transferor company in the transferee company - Para 18.2 - (Page 18) #	the Transferee Company, in accordance with this Clause 18 of the Scheme, shall be effected as part of this Scheme itself pursuant to the order of NCLT sanctioning this Scheme under Section 230 of the Act, including as contemplated pursuant to the second explanation contained in Section 230 and any other applicable provisions of the Act. Further, since the aforesaid cancellation is an integral part of the Scheme in accordance with Sections 230 to 232 of the Act, the provisions of Section 66 of the Act are not applicable.	Company, in accordance with this Clause 18 of the Scheme, shall be effected as part of this Scheme itself pursuant to the order of NCLT sanctioning this Scheme under Section 230 of the Act, including as contemplated pursuant to the second explanation contained in Section 230 and any other applicable provisions of the Act. Further, since the aforesaid cancellation is an integral part of the Scheme in accordance with Sections 230 to 232 of the Act *read with Section 35 and other applicable provisions of the Insurance Act, 1938 and the rules and regulations framed thereunder*, the provisions of Section 66 of the Act are not applicable.
Part IV: 20: Incidental and ancillary provisions - Para 20.2 - (Page 19) #	The Companies shall, with reasonable dispatch, make respective applications to the Mumbai Bench of the NCLT having jurisdiction over the Companies under Sections 230 to 232 and other applicable provisions of the Act, seeking necessary orders or directions for convening, holding and/or conducting meetings of their respective shareholders or classes thereof, and creditors, and/or dispensing with the same, and for sanctioning this Scheme with such modifications, as may be approved by the Tribunal.	The Companies shall, with reasonable dispatch, make respective applications to the Mumbai Bench of the NCLT having jurisdiction over the Companies under Sections 230 to 232 and other applicable provisions of the Act *read with Section 35 and other applicable provisions of the Insurance Act, 1938 and the rules and regulations framed thereunder*, seeking necessary orders or directions for convening, holding and/or conducting meetings of their respective shareholders or classes thereof, and creditors, and/or dispensing with the same, and for sanctioning this Scheme with such modifications, as may be approved by the Tribunal.
Part IV: 23: Scheme conditional on approvals / sanctions - Para 23.1.6 - (Page 20) #	sanction of the Scheme by the Tribunal under Sections 230 to 232 and other applicable provisions of the Act and receipt of a certified copy of the Sanction Order; and	sanction of the Scheme by the Tribunal under Sections 230 to 232 and other applicable provisions of the Act *read with Section 35 and other applicable provisions of the Insurance Act, 1938 and the rules and regulations framed thereunder* and receipt of a certified copy of the Sanction Order; and

** The original text is replaced and substituted by the revised text as mentioned.*
 # The text underlined and in italics above depicts addition to the original text.

SCHEME OF AMALGAMATION

AMONGST

GO DIGIT INFOWORKS SERVICES PRIVATE LIMITED

...Transferor Company

AND

GO DIGIT GENERAL INSURANCE LIMITED

...Transferee Company

AND

THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 , READ WITH SECTION 35 AND OTHER APPLICABLE PROVISIONS OF THE INSURANCE ACT, 1938 AND THE RULES AND REGULATIONS FRAMED THEREUNDER

Go Digit Infoworks Services Private Limited

Go Digit General Insurance Limited

A. DESCRIPTION OF THE COMPANIES

1. **Go Digit Infoworks Services Private Limited**, is a private limited company incorporated under the Companies Act, 2013 bearing corporate identification number U74999PN2016PTC167624 and having its registered office at 1st to 6th Floors, Ananta One, Pride Hotel Lane, Narveer Tanaji Wadi, City Survey No. 1579, Shivaji Nagar, Pune, Maharashtra, India – 411005 (hereinafter referred to as "**Transferor Company**"). The Transferor Company was incorporated on December 21, 2016 as "Oben Services Private Limited", under the Companies Act, 2013. The name of the Transferor Company was subsequently changed to "Go Digit Infoworks Services Private Limited" on November 24, 2017. The Transferor Company is authorised to engage in the business of providing consultancy and advisory services in all areas of information technology and facilitation management services. The Transferor Company, in line with its objects, was engaged in providing facilities management and technology advisory services to its group entities, including the Transferee Company (*as defined hereinafter*). Pursuant to an advisory issued by the IRDAI (*as defined hereinafter*) dated October 10, 2023 and further reaffirmed on May 2, 2024, the Transferee Company was advised to discontinue the services it was availing from the Transferor Company, and the arrangements between the Companies (*as defined hereinafter*) for the provision of such services was discontinued with effect from November 1, 2024, and the Transferor Company completely ceased to undertake any business activities or provide any services on September 30, 2025. At the time of the filing of this Scheme, the Transferor Company has ceased to carry on any other business operations. However, it continues to own the shares of the Transferee Company (*as defined hereinafter*). The Transferor Company is the promoter of the Transferee Company, holding 73.05% (seventy-three point zero five percent) of the total paid-up equity share capital of the Transferee Company as on December 19, 2025, subject to any adjustment on account of exercise of employee stock options under the ESOP Scheme (*as defined hereinafter*).

2. **Go Digit General Insurance Limited** is a public limited company incorporated under the Companies Act, 2013 bearing corporate identification number L66010PN2016PLC167410 and having its registered office at 1st to 6th Floors, Ananta One, Pride Hotel Lane, Narveer Tanaji Wadi, City Survey No. 1579, Shivaji Nagar, Pune, Maharashtra, India – 411005 (hereinafter referred to as "**Transferee Company**"). The Transferee Company was incorporated on December 7, 2016 as "Oben General Insurance Limited". The name of the Transferee Company was subsequently changed to "Go Digit General Insurance Limited" on June 12, 2017. The Transferee Company is engaged in the business of providing all kinds of general insurance or assurance business. The Transferee Company is registered with the IRDAI (*as defined hereinafter*) for transacting in general insurance and health insurance business with effect from September 20, 2017 and holds a certificate of registration bearing Registration No. 158. GDGIL's shares are listed on the Stock Exchanges (*as defined hereinafter*) with effect from May 23, 2024, and it is a subsidiary of the Transferor Company.

B. OVERVIEW OF THE SCHEME

1. This Scheme (*as defined hereinafter*) is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (as defined hereinafter as the "Act") read with Section 35 and other applicable provisions of the Insurance Act, 1938 and the rules and regulations framed thereunder for the amalgamation of the Transferor Company with the Transferee Company with effect from the Appointed Date (*as defined hereinafter*) in accordance with Section 2(1B) and other applicable provisions of the IT Act (*as defined hereinafter*) and consequent dissolution of the Transferor Company without being wound up, and the issuance of shares of the Transferee Company to the shareholders of the Transferor Company.

2. This Scheme also provides for various other matters consequent and incidental thereto, and as set out herein.

Go Digit General Insurance Limited

C. OBJECTIVE AND PURPOSE OF THE SCHEME

1. The Transferor Company is the promoter shareholder of the Transferee Company, holding about 73.05% (seventy-three point zero five percent) shareholding in the Transferee Company, as on December 19, 2025, subject to any adjustment on account of exercise of employee stock options under the ESOP Scheme (*as defined hereinafter*). The Transferee Company is an IRDAI-registered general and health insurance company with a specialized focus on the general insurance business. For the reasons and rationale set out more particularly hereinafter, the present Scheme for the amalgamation of the Transferor Company with the Transferee Company is proposed. By virtue of the Scheme, it is proposed that the Transferor Company will be amalgamated with the Transferee Company and the amalgamated entity i.e., the Transferee Company shall continue to function under the name and style of "Go Digit General Insurance Limited".

2. The Transferee Company, upon amalgamation, will continue to carry on the business of general and health insurance, as carried on by it prior to the Scheme, and there is no change whatsoever proposed or will result, from the present Scheme, touching upon or impacting the carrying on of general and health insurance business by the Transferee Company. The Scheme will also have no impact on: (a) the license issued by IRDAI (*as defined hereinafter*) to the Transferee Company for carrying on of the business of general and health insurance, as currently being carried on by the Transferee Company; (b) policyholders of the Transferee Company.

D. RATIONALE OF THE SCHEME

The reasons and rationale underlying the Scheme, which would make it beneficial for the Transferor Company and the Transferee Company, and their respective shareholders are as follows:

(a) The amalgamation would lead to simplification of the structure and reduction of shareholding tiers. This will ensure that the shareholders' interests are fostering an environment that enhances overall value. The holding of shares directly in the Transferee Company will enable the shareholders of the Transferor Company to contribute to the Transferee Company's capital infusion needs, and growth objectives, thereby creating a much stronger entity with greater access to capital and resources for expansion. It will enable the business to achieve much larger scale and coverage and enable it to harness its true potential.

(b) Simplifies the corporate structure, reducing administrative overheads, formalities and compliance requirements associated with maintaining multiple companies. This can lead to lower operational costs and streamlined decision-making processes.

(c) The amalgamation pursuant to this Scheme would also demonstrate the Transferor Company's shareholders' direct commitment to and engagement with the Transferee Company.

(d) The amalgamation will further strengthen the Transferee Company's ownership structure and serve to enhance investor confidence.

(e) Eliminate the complexity of the holding company structure, and result in a simplified structure of holdings, which will also be in line with the regulatory intent to move towards leaner holding structures in the insurance business, with fewer layers.

E. TREATMENT OF THE SCHEME FOR THE PURPOSE OF THE INCOME-TAX ACT, 1961

The amalgamation as proposed in this Scheme is in full compliance with the conditions relating to "Amalgamation" as provided under Section 2(1B) of the IT Act (*as defined hereinafter*) read with other applicable provisions of the IT Act. The provisions of this Scheme are drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the IT Act. If any of the terms or provisions of this Scheme is/ are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the IT Act at a later date including as a result of a retrospective amendment of law or for any other reason, the Scheme shall stand modified accordingly, to the extent determined necessary to comply with the provisions of Section 2(1B) of the IT Act. However, such modifications will not affect the other parts of the Scheme.

F. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

1. **Part I** – Definitions and Interpretation;
2. **Part II** – Capital Structure;
3. **Part III** – Amalgamation of the Transferor Company with the Transferee Company; and the issue of the equity shares of the Transferee Company to the shareholders of the Transferor Company; and
4. **Part IV** – General Terms and Conditions.

The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme shall be operative and effective from the Effective Date.

PART I
DEFINITIONS AND INTERPRETATION

1. **DEFINITIONS**

In this Scheme, unless the context or meaning requires otherwise: (a) terms defined in the introductory paragraphs and recitals shall have the same meanings throughout this Scheme; and (b) the following words and expressions, wherever used (including in the recitals and introductory paragraphs, unless repugnant to the meaning or context thereof) shall have the meanings as mentioned herein below:

1.1 **"Accounting Standards"** means the Accounting Standards as notified under Section 133 of the Act, as amended from time to time, issued by the Ministry of Corporate Affairs and such other rules as are applicable from time to time and the other accounting principles generally accepted in India.

1.2 **"Act"** means the Companies Act, 2013, as amended from time to time, the rules made thereunder and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force as may be applicable and all rules, regulations, circulars, notifications, guidelines made or issued in relation thereto, from time to time.

1.3 **"Applicable Law"** means: (a) all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, circulars, guidelines, policies, directions, directives, and orders of Governmental Authorities, statutory authorities, NCLT, SEBI, IRDAI, the courts in India having the force of law (any statutory modifications or re-enactment thereof for the time being in force); (b) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or governmental approvals of, or agreements with, any Governmental Authority or recognized stock exchange; and (c) international treaties, conventions and protocols, as may be in force from time to time.

1.4 "**Appointed Date"** shall mean the Effective Date.

1.5 **"Board of Directors"** or **"Board"** shall mean the Board of Directors of the Transferor Company or the Transferee Company, as the context requires, and shall include any committee of directors or any person authorized by such Board or committee of directors.

1.6 "**BSE**" means the BSE Limited.

1.7 "**CCPS 1"** means the fully paid-up compulsorily convertible preference shares of INR 1,000 (Indian Rupees One thousand only) each allotted by the Transferor Company on May 31, 2017 and July 6, 2018.

1.8 "**CCPS 2**" means the fully paid-up compulsorily convertible preference shares of INR 1,000 (Indian Rupees One thousand only) each allotted by the Transferor Company on March 29, 2019 and June 27, 2019.

1.9 "**CCPS**" means CCPS 1 and CCPS 2, collectively.

1.10 "**Central Government**" means the Regional Director, Western Region, in the Ministry of Corporate Affairs, Government of India or such other Person vested with the powers pursuant to the provisions of the Act.

1.11 **"Companies"** means the Transferor Company and Transferee Company, collectively.

1.12 **"Court"** or **"Tribunal"** means the National Company Law Tribunal ("**NCLT**") or the National Company Law Appellate Tribunal as constituted and authorized as per the provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under Sections 230 to 232 of the Companies Act, 2013, and shall include *inter-*

alia the Mumbai Bench of the NCLT having jurisdiction over the Transferor Company and Transferee Company respectively.

1.13 **"Effective Date"** shall, for the purposes of the Scheme, be the date on which the last of the conditions set out in Clause 23.1 is satisfied or has occurred. Any reference in the Scheme to the "Effective Date", "Scheme becoming effective" or "On the Scheme becoming effective" or "Upon the Scheme becoming effective" or "Effectiveness of the Scheme" shall be construed as references to the "Effective Date".

1.14 "**ESOP Scheme**" means the Go Digit Employees Stock Option Plan 2018, as approved by the Board and shareholders of the Transferee Company.

1.15 **"Governmental Authority"** means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or committee of any court, tribunal, board, bureau, instrumentality, judicial or quasi-judicial or arbitral body having jurisdiction over the territory of India, and including, without limitation or prejudice to the generality of the foregoing, the RBI, the IRDAI, the NCLT and any tax-authorities including *inter-alia* the Income Tax Department and any other authority constituted under, or exercising any powers or functions in relation to the Transferor Company and/or the Transferee Company.

1.16 "**GST Act**" means the Central Goods and Services Tax Act, 2017 ("**CGST**")/ Integrated GST Act, 2017 ("**IGST**")/ the respective State Goods and Services Tax laws ("**SGST**")/ Union Territory GST Act, 2017/ GST (Compensation to States) Act, 2017 and shall include any statutory modifications, re-enactments or amendments thereof and the rules made thereunder, for the time being in force.

1.17 "**Input Tax Credit**" means the central value added tax credit as defined under the CENVAT Credit Rules, 2004 and the goods and services tax input credit as defined in CGST, IGST and SGST and any other tax credits under any indirect tax law (including the GST Act) for the time being in force.

1.18 "**INR**" means Indian Rupees.

1.19 "**IRDAI**" means the Insurance Regulatory and Development Authority of India established under Section 3 of the Insurance Regulatory and Development Authority Act, 1999.

1.20 "**IRDAI Regulations**" shall mean the Insurance Regulatory and Development Authority of India (Registration, Capital Structure, Transfer of Shares and Amalgamation of Insurers) Regulations, 2024, as amended from time to time.

1.21 "**IRDAI Rules**" shall mean the rules framed by the IRDAI in exercise of the powers conferred under the Insurance Regulatory and Development Authority Act, 1999.

1.22 **"IT Act"** means the Income-tax Act, 1961, including any statutory modifications, re-enactments or amendments thereof for the time being in force. It is expressly clarified that any relevant changes or amendments made to the Income-tax Act, 1961 from time to time shall be deemed to be incorporated and enforceable under this definition. Any reference in this Scheme to a section, rule or concept under the Income-tax Act, 1961 shall, upon the Income-tax Act, 2025 coming into force, be construed to include the corresponding or substantially equivalent provision of the Income-tax Act, 2025 (and any subordinate legislation thereunder), and terminology shall be read *mutatis mutandis* unless the context otherwise requires.

1.23 "**NSE**" means the National Stock Exchange of India Limited.

1.24 "**Person**" means any individual, corporation, partnership, sole proprietorship, joint venture, association, joint stock company, trust, unincorporated organisation, business or government (or any agency or political subdivision thereof), or other legal entity recognised under law.

1.25 **"RBI"** shall mean the Reserve Bank of India, constituted under Section 3 of the Reserve Bank of India Act, 1934.

1.26 "**Record Date**" means the date fixed by the Board of the Transferee Company for the purpose of determining, in accordance with the records of the depository (if applicable) and/ or the register of members of the Transferor Company, the shareholders of the Transferor Company who are eligible to be allotted the shares of the Transferee Company in accordance with this Scheme.

1.27 "**Sanction Order**" means the orders of the Tribunal approving the Scheme.

1.28 "**Scheme**" or "**the Scheme**" or "**this Scheme**" means this Scheme of Amalgamation in its present form or with any modification(s) approved or imposed or directed by the NCLT or any Governmental Authority.

1.29 "**SEBI**" means the Securities and Exchange Board of India.

1.30 "**SEBI LODR**" means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

1.31 "**SEBI Scheme Circular**" means the master circular issued by SEBI dated June 20, 2023 bearing reference number SEBI/HO/CFD/POD-2/P/CIR/2023/93 on (i) Schemes of Arrangement by Listed Entities and (ii) Relaxation under Sub Rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957, as amended from time to time, read with SEBI circular dated January 3, 2022 bearing reference number SEBI/HO/CFD/SSEP/CIR/P/2022/003.

1.32 "**Securities**" shall have the meaning assigned to it under the Act.

1.33 "**Share Exchange Ratios**" has the meaning assigned to it in Clause 16.2.

1.34 "**Stock Exchanges**" means BSE and NSE, collectively.

1.35 "**Stock Exchanges Approval**" means the no-objection/ no-adverse observation letter obtained by the Transferee Company, from the relevant Stock Exchanges in relation to the Scheme, pursuant to Regulation 37 of the SEBI LODR and the SEBI Scheme Circular.

1.36 "**Tax**" or "**Taxation**" or "**Taxes**" means and includes any tax, whether direct or indirect, including income tax (including withholding tax, tax deducted at source, tax collected at source, advance tax, self-assessment tax, minimum alternate tax, dividend distribution tax), GST, excise duty, central sales tax, service tax, octroi, local body tax and customs duty, duties, charges, fees, levies, surcharge, cess or other similar assessments by or payable to the appropriate authority, including in relation to: (a) income, services, gross receipts, premium, immovable property, movable property, assets, profession, entry, capital gains, municipal, interest, expenditure, imports, wealth, gift, sales, use, transfer, licensing, withholding, employment, payroll and franchise taxes; and (b) any interest, fines, penalties, assessments or additions to Tax resulting from, attributable to or incurred in connection with any proceedings or late payments in respect thereof.

1.37 "**Tax Laws**" means all Applicable Laws, acts, rules and regulations dealing with Taxes including but not limited to the income-tax, wealth tax, sales tax/ value added tax, service tax, goods and services tax, excise duty, customs duty or any other levy of similar nature.

1.38 "**Transferor Company**" means Go Digit Infoworks Services Private Limited, and shall with reference to the Scheme and for the purposes of the transfer and vesting in the Transferee Company as contemplated herein, include without limitation the entirety of its business and undertaking as a going concern.

2. INTERPRETATION

2.1 In this Scheme, unless the context otherwise requires:

2.1.1 references to "upon this Scheme becoming effective" or "effectiveness of this Scheme" shall mean the Effective Date of the Scheme, as the case may be;

2.1.2 references to the singular include the plural and *vice-versa* and reference to any gender includes a reference to all other genders;

2.1.3 reference to Persons shall include individuals, bodies corporate (wherever incorporated or unincorporated), associations and partnerships;

2.1.4 reference to days, months and years are to calendar days, calendar months and calendar years, respectively;

2.1.5 headings are inserted for the ease of reference and shall not affect the construction or interpretation of the Scheme; and

2.1.6 references to the words "including", "*inter alia*" or any other similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.2 All references in this Scheme to statutory provisions shall be construed as meaning and including references to:

2.2.1 any statutory modification, consolidation or re-enactment made after the date of approval of this Scheme by the Board and for the time being in force;

2.2.2 all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);

2.2.3 all statutory instruments or orders made pursuant to a statutory provision; and

2.2.4 any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.

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

PART II

CAPITAL STRUCTURE

3. CAPITAL STRUCTURE

3.1 The share capital of the Transferor Company as on September 30, 2025 is as under:

Particulars	As at September 30, 2025	
	Number	**Amount (INR)**
Authorised		
Equity Shares of INR 10 each	46,50,000	4,65,00,000
Preference Shares of INR 1000 each	1,39,53,500	13,95,35,00,000
Total	1,86,03,500	14,00,00,00,000

Particulars	As at September 30, 2025	
Issued, Subscribed		
Equity Shares of INR 10 each	46,29,331	4,62,93,310
Preference Shares of INR 1000 each	78,00,000	7,80,00,00,000
Paid up capital		
Equity Shares of INR 10 each	10,22,934	1,02,29,340
Preference Shares of INR 1000 each	78,00,000	7,80,00,00,000
Total	88,22,934	7,81,02,29,340

3.2 The share capital of the Transferee Company as on September 30, 2025 is as under:

Particulars	As at September 30, 2025	
	Number of Equity Shares	Amount (INR)
Authorised		
Equity Shares of INR 10 each	1,00,00,00,000	10,00,00,00,000
Total	1,00,00,00,000	10,00,00,00,000
Issued		
Equity Shares of INR 10 each	92,33,48,120	9,23,34,81,200
Subscribed and Paid up		
Equity Shares of Rs. 10 each	92,33,48,120	9,23,34,81,200
Total	92,33,48,120	9,23,34,81,200

3.3 The Transferee Company has outstanding employee stock options under the ESOP Scheme, the exercise of which may result in an increase in the issued and paid-up share capital of the Transferee Company, and employee stock options which have not yet been granted, the grant and consequent exercise of which may result in an increase in the issued and paid-up share capital of the Transferee Company.

PART III

AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

4. TRANSFER AND VESTING

4.1. Upon the Scheme becoming effective, subject to the provisions of this Scheme and pursuant to sanction of this Scheme by the NCLT and pursuant to Sections 230 to 232 and other applicable provisions of the Act read with Section 35 and other applicable provisions of the Insurance Act, 1938 and the rules and regulations framed thereunder, the Transferor Company shall stand amalgamated with the Transferee Company as a going concern and all its assets and liabilities shall, without any further act, instrument or deed, stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, so as to become on and from the Effective Date, the assets and liabilities of the Transferee Company by virtue of operation of law or otherwise, and in consideration the Transferee Company shall issue and allot its equity shares in accordance with Clause 16 below, and in the manner provided in this Scheme.

5. MOVABLE ASSETS, IMMOVABLE PROPERTIES AND INVESTMENTS

5.1. Upon the Scheme becoming effective:

5.1.1 In respect of such assets of the Transferor Company, as are moveable in nature or are otherwise capable of transfer by physical or constructive delivery of possession and/or by endorsement and delivery, the same shall be transferred to and vested in the Transferee Company and shall become the property of the Transferee Company. The vesting pursuant to this Clause 5 shall be deemed to have occurred by manual delivery or endorsement, as appropriate to the property being vested and the title to the property shall be deemed to have been transferred accordingly to the Transferee Company, without requiring execution of any deed or instrument of conveyance for the same;

5.1.2 In respect of such assets of the Transferor Company as are or represent investments registered and/or held in any form by or wherein beneficial interest is owned by the Transferor Company (including but not limited to shares of the Transferee Company held by the Transferor Company), the same shall stand transferred/ transmitted to and vested in the Transferee Company, together with all rights, benefits, and interest therein or attached thereto, without any further act or deed, and thereupon the Transferor Company shall cease to be the registered and/or the beneficial owner of such investments;

5.1.3 In respect of such of the moveable assets belonging to the Transferor Company other than those specified in Clauses 5.1.1 and 5.1.2 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or value to be received, bank balances and deposits, if any, the same shall (notwithstanding whether there is any specific provision for transfer of credits, assets or refunds under any Applicable Law, wherever applicable), without any further act, instrument or deed by the Transferor Company or the Transferee Company or the need for any endorsements, stand transferred from the Transferor Company to and in favour of the Transferee Company. Any security, lien, encumbrance, or charge created over any assets in relation to the loans, debentures or borrowings or any other dues in favour of the Transferor Company, shall, without any further act or deed, stand transferred to the benefit of the Transferee Company, which will have all the rights of the Transferor Company to enforce such security, lien, encumbrance or charge, by virtue of this Scheme; and

5.1.4 All immovable properties, if any, of the Transferor Company (i.e., land together with the buildings and structures standing thereon or under construction, whether freehold, leasehold, leave and licensed or otherwise) whether or not included in the books of the

Transferor Company, including any tenancies in relation to office space, guest houses and residential premises, and all documents of title, rights and easements in relation thereto and all plant and machineries constructed or embedded or attached to any such immovable properties and all rights, covenants, continuing rights, title and interest in connection with the said immovable properties, shall stand transferred to and vested in the Transferee Company, without any further act or deed done/ executed or being required to be done/ executed by the Transferor Company or the Transferee Company. The Transferee Company shall be entitled to exercise and enjoy all rights and privileges attached to the immovable properties and shall be liable to pay the ground rent and taxes and fulfill all obligations and be entitled to all rights in relation to or as applicable to such immovable properties.

5.2. For the purpose of giving effect to the order passed under Sections 230 to 232 of the Act, in respect of this Scheme, by the NCLT, the Transferee Company shall, upon the Scheme becoming effective, be entitled to get the record of the change in the legal right(s) standing in the names of the Transferor Company, in its favor in accordance with such order and the provisions of the Act, and Applicable Law.

6. LIABILITIES, DEBTS, OBLIGATIONS AND ENCUMBRANCE

6.1. Upon the Scheme becoming effective, the debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description relatable to the Transferor Company, to the extent that they are outstanding as on the Effective Date, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company, so as to become, with effect from the Effective Date the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company, along with any encumbrances thereto, on the same terms and conditions as were applicable to the Transferor Company, and it shall not be necessary to obtain the consent of any third party or other Person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause 6.1.

6.2. Any payment or discharge of any liabilities, debts or obligations pertaining to the Transferor Company by the Transferee Company shall be deemed to have been made for and on behalf of the Transferor Company and shall constitute a valid discharge.

6.3. This Scheme shall not operate to enlarge or extend the security for any of the liabilities of the Transferor Company and the Transferee Company shall not be obliged to create any further or additional security therefor, after the Effective Date, unless otherwise agreed to by the Transferee Company.

6.4. In so far as the existing security or encumbrance in respect of the liabilities is concerned, such encumbrance shall, without any further act, instrument or deed be modified and shall be extended to, and shall operate only over the assets of the Transferor Company which have been charged and encumbered, and subsisting as on the Effective Date, in respect of the liabilities. Provided that if any of the assets of the Transferor Company have not been charged or encumbered in respect of the liabilities, such assets shall remain unencumbered and the existing encumbrance referred to above shall not be extended to, and shall not operate over such assets.

7. LICENSES AND PERMITS

7.1. Upon the Scheme becoming effective, all licenses, permits, approvals held or availed of by, and all rights and benefits that have accrued to the Transferor Company, if any, shall stand transferred to and vested in the Transferee Company, without any further act or deed by the Transferor Company or the Transferee Company and be in full force and effect in favour of the Transferee Company as if the same, were originally given to, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company. It is hereby clarified that if the consent of any Person or Governmental Authority is required to give effect to the provisions of this Clause 7, the said Person or Governmental Authority shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the NCLT, and upon the Scheme becoming effective in accordance with the terms hereof. For this purpose, the Transferee Company shall, if required, file appropriate applications/ documents with relevant authorities concerned for information and record purposes. The Transferee Company shall be permitted to continue with the existing permits, licenses or approvals of the Transferor Company till the aforementioned consent of any Person or Governmental Authority is received/ new permit, license or approval is received by the Transferee Company to give effect to the provisions of this Clause 7.

7.2. Any and all permits, licenses and approvals obtained by the Transferor Company for the purpose of carrying on any business, shall inure to the benefit of the Transferee Company, and the Transferee Company shall be entitled to continue these operations from these various locations, without having to obtain any further approvals, or undertake any further processes, under any Applicable Law.

7.3. To the extent possible, pending sanction of this Scheme by the NCLT, the Transferor Company or the Transferee Company shall be entitled to apply to the relevant Governmental Authorities and other third parties, concerned, as may be necessary under any law or contract for transfer or modification of such consents, approvals and sanctions which the Transferee Company may require to own and carry on the business of the Transferor Company, with effect from the Effective Date and subject to this Scheme being sanctioned.

8. BENEFITS, ENTITLEMENTS, INCENTIVES AND CONCESSIONS

8.1. Upon the Scheme becoming effective, all benefits, entitlements, incentives and concessions under incentive schemes and policies that the Transferor Company is entitled to, including under service tax, goods and services tax (including the IGST Input Tax Credit, CGST Input Tax Credit and SGST Input Tax Credit), value added tax, sales tax and Tax Laws, shall to the extent statutorily available and along with associated obligations, stand transferred to and vested in and be available to the Transferee Company, as if the Transferee Company was originally entitled to all such benefits, entitlements, incentives and concessions.

8.2. The unutilized credits relating to excise duties, sales tax, service tax, value added tax, goods and services tax or any other Taxes by whatever name called, as applicable, which remain unutilized in the electronic ledger of the Transferor Company as on the date of filing of the requisite forms shall be transferred to and vest in the Transferee Company upon filing of the said requisite forms.

9. CONTRACTS

9.1. Upon the Scheme becoming effective, all contracts of the Transferor Company, including without limitation, documents, deed, memoranda of agreements, letters of intent, undertakings, arrangements, agreements relating to creation of security, subsisting or having effect immediately before the Effective Date, shall stand transferred to and vested in the Transferee Company and shall be in full force and effect in favour of the Transferee Company and may be enforced by or against it as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.

9.2. Without prejudice to above, the Transferee Company shall be entitled to enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any arrangements, confirmations or novation as may be required, and it shall not be necessary to obtain the consent of any third party or other Person, who is a party to any such contract or arrangement, to give effect to the provisions of this Clause 9. All *inter se* contracts solely between the Transferor Company and the Transferee Company shall stand cancelled and cease to operate and appropriate effect shall be given in the books of accounts and records of the Transferee Company.

10. EMPLOYEES

10.1. Upon the Scheme becoming effective, all the employees in the service of the Transferor Company as on the Effective Date, if any, shall be deemed to have become the employees of the Transferee Company, and shall stand transferred to the Transferee Company, without any interruption of service and on terms and conditions no less favourable than those on which they are engaged by the Transferor Company as on the Effective Date, including in relation to the level of remuneration and contractual and statutory benefit, incentive plans, terminal benefits, gratuity plans, provident plans, employee stock option and pension schemes, insurance plans, and any other retirement benefits, to the extent so relevant and applicable.

10.2. It is provided that as far as the provident fund, gratuity, pension, insurance benefits, superannuation fund or any other special funds that are applicable to the employees of the Transferee Company and existing in the Transferee Company for the benefit of the employees of the Transferee Company are concerned, the same shall also be extended to the employees of the Transferor Company in service as on the Effective Date, upon the Scheme becoming effective.

10.3. All contributions made by the Transferor Company, on behalf of its employees, and all contributions made by the employees including the interest arising thereon, to the funds standing to the credit of such employees' account with such funds, shall, upon this Scheme becoming effective, be transferred to the funds maintained by the Transferee Company along with such of the investments made by such funds which are referable and allocable to the employees, and the Transferee Company shall stand substituted for the Transferor Company with regard to the obligation to make the said contributions.

10.4. In relation to those employees for whom the Transferor Company is making contributions to the provident fund, the Transferee Company shall stand substituted in its place, for all purposes, including in relation to the obligation to make contributions to such funds in accordance with the provisions of such funds, bye-laws etc., in respect of the employees.

10.5. The Transferee Company shall continue to abide by the agreement(s) and settlement(s) entered into with the employees of the Transferor Company, if any, in terms of such agreement(s) and settlement(s) subsisting as on the Effective Date, in relation to the employees.

11. PROCEEDINGS

11.1. Upon the Scheme becoming effective, all suits, actions, and proceedings of whatsoever nature by or against the Transferor Company that are pending and/or existing on or as of the Effective Date, shall, on the Effective Date, be continued and enforced by or against the Transferee Company.

11.2. Upon the Scheme becoming effective, the name of the Transferor Company shall stand substituted by the name of the Transferee Company in any pending dispute or arbitral proceedings, and the Transferee Company shall be entitled to continue the proceedings, in its name, from the stage at which the proceedings stand, as on the Effective Date.

11.3. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company, in respect of matters referred above transferred into its name and to have the same continued, prosecuted, and enforced by or against the Transferee Company to the exclusion of the Transferor Company.

12. TAX TREATMENT

12.1. Upon the Scheme becoming effective, all Taxes, rates, duties, fees, cess, receivables/ payables etc., that are allocable, referable or related to the Transferor Company and payable, whether due or not, as of the Effective Date, including all advance tax payments, tax deducted at source, tax collected at source, withholding tax, tax liabilities, tax obligations or any refunds, credits and claims shall, for all intent and purposes, be treated as the liability, obligations or refunds, credit and claims, as the case may be, of the Transferee Company.

12.2. Further, it will be deemed that the benefit of any tax credits whether central, state or local, availed by the Transferor Company and the obligations, if any, for payment of Taxes on any assets etc. shall be deemed to have been availed by the Transferee Company. The unutilized credits relating to excise duties, sales tax, service tax, value added tax, goods and services tax or any other Taxes, by whatever name called, as applicable, which remain unutilised in the electronic ledger of the Transferor Company as on the date of filing of the requisite forms shall be transferred to and vest in the Transferee Company upon filing of the said requisite forms.

12.3. Upon the Scheme becoming effective, all Taxes, duties, cess receivable/ payable by the Transferor Company, including all or any refunds/ credit/ claims relating thereto shall be treated as the asset/ liability or refunds/ credit/ claims, as the case may be, of the Transferee Company.

12.4. The Transferee Company is expressly permitted to revise its Tax returns, either electronically or physically, including tax deducted at source (TDS) certificates/ returns, wealth tax returns, service tax, excise duty, sales tax, value added tax, entry tax, cess, professional tax or any other statutory returns, if required, and shall be entitled to claim credit for advance tax paid, claim for sum(s) prescribed under Section 43B of the IT Act on payment basis, claim for deduction of provisions written back by Transferee Company previously disallowed in the hands of Transferor Company under the IT Act credit of foreign tax paid/ withheld, if any, pertaining to Transferor Company consequent to implementation of this Scheme and where necessary to give effect to this Scheme, even if the prescribed time limit for filing or revising such returns have lapsed without incurring any liability on account of interest, penalty or any other sum to claim refunds, advance tax credits, excise and service tax credits, set off, etc., on the basis of the accounts of the Transferor Company upon the coming into effect of this Scheme.

12.5. The expenses incurred by the Transferor Company and the Transferee Company as per the terms and conditions of this Scheme, including stamp duty expenses, if any, shall be allowed as a deduction in accordance with Section 35DD of the IT Act.

12.6. It is further clarified that the Transferee Company shall have the right to claim refunds, tax credits, setoffs and/ or adjustments relating to the income or transactions it has entered into, by virtue of this Scheme with effect from the Effective Date. The Taxes or duties paid by, for, or on behalf of the Transferor Company, relating to the period on or after the Effective Date, shall be deemed to be the Taxes or duties paid by the Transferee Company, which shall be entitled to claim credit or refund for such Taxes or duties.

12.7. Without prejudice to the generality of the foregoing, upon the Scheme being effective, if any certificate for Tax deducted or collected at source or any other tax credit certificate is received in the name of the Transferor Company, or Tax credit is appearing in Form 26AS of the Transferor Company, it shall be deemed to have been received by and in the name of the Transferee Company which alone shall be entitled to claim credit for such Tax deducted or paid.

13. BOOKS AND RECORDS

Upon the Scheme becoming effective, all books, records, files, papers, catalogues, quotations, advertising materials, if any, and all other books and records, whether in physical or electronic form, of the Transferor Company, to the extent possible and permitted under any Applicable Law, be handed over by them to the Transferee Company.

14. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEREE COMPANY

14.1. Upon the Scheme being effective, the Transferee Company shall account for amalgamation in accordance with "Pooling of Interest Method" as per the applicable method of accounting i.e. AS 14 as notified under Section 133 of the Act read with relevant rules issued thereunder and other applicable Accounting Standards prescribed under the Act as below:

14.1.1. All assets, liabilities and reserves of the Transferor Company transferred to and vested in the Transferee Company shall be recorded in the books of accounts of the Transferee Company at their respective book values as appearing in the financial statements of the Transferor Company;

14.1.2. The identity of the reserves pertaining to the Transferor Company shall be preserved and shall appear in the merged separate financial statements of the Transferee Company in the same form in which they appeared in the financial statements of the Transferor Company;

14.1.3. To the extent that there are inter-company loans, debentures, deposits, obligations, balances or other outstanding including any interest thereon, as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no asset or liability in respect thereof;

14.1.4. The investment in shares of the Transferee Company appearing in the books of account of the Transferor Company shall stand cancelled and there shall be no further obligation/ outstanding in that behalf;

14.1.5. Upon the Scheme coming into effect, the surplus, if any, of the net value of assets (other than inter-company investment), liabilities and reserves of the Transferor Company acquired and recorded by the Transferee Company over the face value of the new shares (net of cancelled shares) on merger issued and allotted shall be credited to capital reserve and presented separately from other capital reserves of the Transferee Company, and in case of deficit, adjusted to existing capital reserves or securities premium or other revenue reserves of the Transferee Company, in that order, and if the Transferee Company has no reserves or has inadequate reserves, then the remaining deficit will be debited to an account titled 'Amalgamation Adjustment Deficit Account'; and

14.1.6. In case of any difference in accounting policies between the Transferor Company and the Transferee Company, the impact of the same will be quantified and adjusted in the revenue reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policies.

15. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEROR COMPANY

As the Transferor Company shall stand dissolved without being wound up upon the Scheme becoming effective, no accounting treatment is being prescribed under this Scheme in the books of the Transferor Company.

16. CONSIDERATION TO SHAREHOLDERS

16.1. Upon the Scheme becoming effective, and in consideration for the transfer and vesting of the Transferor Company into the Transferee Company in terms of Part III of this Scheme, the Transferee Company shall, without any further application or deed, issue and allot at par, equity shares credited as fully paid-up, to the extent indicated below, to all the equity shareholders of the Transferor Company, whose names are reflected in the register of members of the Transferor Company as on the Record Date, in the following manner ("**Share Exchange Ratio 1**"):

2,62,589 (Two Lakh Sixty-two thousand five hundred and eighty-nine) fully paid-up Equity shares of INR 10 (Indian Rupees Ten only) each of Transferee Company shall be issued and allotted for every 1,000 (One Thousand) fully paid-up Equity Share of INR 10 (Indian Rupees Ten only) each held in Transferor Company

16.2. Upon the Scheme becoming effective, and in consideration for the transfer and vesting of the Transferor Company into the Transferee Company in terms of Part III of this Scheme, the Transferee Company shall, without any further application or deed, issue and allot at par, equity shares credited as fully paid-up, to the extent indicated below, to all the compulsory convertible preference shareholders of the Transferor Company, whose names are reflected in the register of members of the Transferor Company as on the Record Date, in the following manner (collectively, "**Share Exchange Ratio 2**"):

55,925 (Fifty-five thousand nine hundred and twenty-five) fully paid-up Equity shares of INR 10 (Indian Rupees Ten only) each of Transferee Company shall be issued and allotted for every 1,000 (One Thousand) CCPS 1, each held in Transferor Company

36,694 (Thirty-Six thousand six hundred and ninety-four) fully paid-up Equity shares of INR 10 (Indian Rupees Ten only) each of Transferee Company shall be issued and allotted for every 1,000 (One Thousand) CCPS 2, each held in Transferor Company

(*Share Exchange Ratio 1 and Share Exchange Ratio 2, collectively "**Share Exchange Ratios**"*)

16.3. On the Scheme becoming effective, and by virtue of the amalgamation of the Transferor Company with the Transferee Company, the equity shares, held by the equity shareholders and the CCPS, held by the holders of CCPS in the Transferor Company, shall automatically and as an integral part of this Scheme, stand cancelled without any further act, instrument or deed, and no separate sanction of the NCLT in this regard shall be required.

16.4. The Share Exchange Ratios have been arrived at and approved by the Board of Directors of the Transferor Company and the Transferee Company, based on their respective independent judgment and taking into consideration a valuation report dated December 19, 2025 obtained from RBSA Valuation Advisors LLP, independent registered valuers, who have arrived at a valuation of the shares of the Companies, by applying various parameters as customarily adopted in such valuation exercise, including *inter alia* the audited accounts of the Companies as on September 30, 2025. The Share Exchange Ratios arrived at also reflect the value of the existing holding of each of the shareholders in the Transferor Company, by allotment of shares in the Transferee Company based on the shares held by the Transferor Company in the Transferee Company. Accordingly, the Board of Directors of the Transferor Company and the Transferee Company have come to the conclusion that the Share Exchange Ratios are fair and reasonable to the shareholders of the Transferor Company and the Transferee Company.

16.5. The equity shares to be issued and allotted under this Clause 16 by the Transferee Company shall be subject to its memorandum of association and articles of association. The equity shares issued by the Transferee Company shall rank *pari passu* in all respects, including dividends, voting and other rights, with its existing equity shares. The Board of the Transferee Company, shall, if and to the extent required, apply for and obtain any approvals from concerned Governmental Authorities for the issue and allotment of equity shares pursuant to this Scheme. The approval of this Scheme by the shareholders of the Companies under Sections 230 to 232 of the Act, shall be deemed to constitute the approvals as may be required under any other applicable provisions of the Act and any other consents and approvals required in this regard.

16.6. The equity shares being allotted to the shareholders of the Transferor Company pursuant to this Clause 16 shall not be subject to any lock-in prescribed under the IRDAI Rules, in view of the fact that the shares of the Transferee Company are listed on the Stock Exchanges.

16.7. All share issuances under this Scheme by the Transferee Company shall be in compliance with all Applicable Laws. The Transferee Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with Applicable Laws.

16.8. All share issuances under this Scheme by the Transferee Company shall be in compliance with the requirements of the SEBI LODR and the SEBI Scheme Circular, and other requirements of Applicable Laws. The new equity shares being issued by Transferee Company pursuant to the Scheme shall be listed and/or admitted to trading on the Stock Exchanges where the equity shares of the Transferee Company are listed and/or admitted to trading. The Transferee Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with the Applicable Laws or regulations for complying with the formalities of the concerned Stock Exchanges. On such formalities being fulfilled the Stock Exchanges shall list and /or admit such new equity shares also for the purpose of trading. The new equity shares allotted by the Transferee Company, pursuant to the Scheme, shall remain frozen in the depositories system until the listing/ trading permission is given by the Stock Exchanges.

16.9. No fractional share(s) shall be issued by the Transferee Company in respect of any fractions which the shareholders of the Transferor Company may be entitled to, on the issue and allotment of new equity shares pursuant to the Scheme. The Board of Directors of the Transferee Company shall instead, consolidate all such fractional entitlements and allot new equity shares in lieu thereof to a trust as the Board of Directors of the Transferee Company shall appoint in this regard who shall hold the new equity shares in trust on behalf of the equity shareholders entitled to such fractional entitlements with the express understanding that such trust shall sell such shares in the market at such price, within a period of 90 (ninety) days from the date of allotment of shares, and arrange for the net sale proceeds, after applicable deductions, to the equity shareholders entitled in proportion to their respective fractional entitlements. In case the number of such new shares to be allotted to the said trust by virtue of consolidation of fractional entitlements is a fraction, one additional equity share will be issued in the Transferee Company, subject to Applicable Laws. The equity shares that are to be issued in terms of this Scheme shall be issued in dematerialized form. As mandated under the regulations framed by SEBI in this regard, the Transferee Company will issue shares pursuant to the Scheme only in electronic form and to the demat account of the respective shareholders. In the event of any shareholder failing to communicate their demat account details to the Transferee Company before the Record Date, the shares issued by the Transferee Company will be kept in a suspense account, and will be credited to the demat account(s) of the respective shareholders, as and when such details are received.

16.10. With effect from the date of approval of the Scheme by the Companies, and up to and including the Effective Date, the Transferor Company shall be permitted to make modification to its capital structure, either by an increase (by issue of rights shares, bonus shares, convertible debentures or otherwise), decrease, reclassification, sub-division or reorganisation or in any other manner, whatsoever, in the normal course of business or in pursuance of this Scheme, without having to seek the explicit consent of the Board of Directors of the Transferee Company.

17. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the Transferor Company with and into the Transferee Company under this Scheme, shall not affect any transaction or proceedings already completed or liabilities incurred by the Transferor Company, either prior to or on the Effective Date, to the end and intent that the Transferee Company shall accept and adopt all acts, deeds and things done and executed by or on behalf of the Transferor Company, in respect thereto as acts, deeds and things done and executed, by and on behalf of itself. Upon effectiveness of this

Scheme, an approval or consent (by any name whatsoever) by the Transferor Company on or prior to the Effective Date to any transaction undertaken or to be undertaken by it in accordance with Applicable Law applicable to the Transferor Company shall be deemed to be due and valid approval to such transaction by the Transferee Company, without any further or additional action on part of the Transferor Company or the Transferee Company.

18. CANCELLATION OF EQUITY SHARES HELD BY THE TRANSFEROR COMPANY IN THE TRANSFEREE COMPANY

18.1. On the Scheme becoming effective, and by virtue of the amalgamation of the Transferor Company with the Transferee Company, the equity shares of the Transferee Company held by the Transferor Company shall without any further application, act, instrument or deed, automatically and as a part of this Scheme, stand cancelled. As a consequence, the entire shareholding of the Transferor Company in the Transferee Company, shall, as an integral part of the Scheme, stand cancelled, and no separate sanction of the NCLT in this regard shall be required.

18.2. The cancellation of the equity share capital held by the Transferor Company in the Transferee Company, in accordance with this Clause 18 of the Scheme, shall be effected as part of this Scheme itself pursuant to the order of NCLT sanctioning this Scheme under Section 230 of the Act, including as contemplated pursuant to the second explanation contained in Section 230 and any other applicable provisions of the Act. Further, since the aforesaid cancellation is an integral part of the Scheme in accordance with Sections 230 to 232 of the Act read with Section 35 and other applicable provisions of the Insurance Act, 1938 and the rules and regulations framed thereunder, the provisions of Section 66 of the Act are not applicable.

19. DISSOLUTION OF THE TRANSFEROR COMPANY

Upon the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound up, without any further act or deed.

PART IV
GENERAL TERMS AND CONDITIONS

20. INCIDENTAL AND ANCILLARY PROVISIONS

20.1. The Companies, respectively, shall be entitled to obtain the requisite consents, approvals or permissions of any Governmental Authority as may be required or which by law may be necessary.

20.2. The Companies shall, with reasonable dispatch, make respective applications to the Mumbai Bench of the NCLT having jurisdiction over the Companies under Sections 230 to 232 and other applicable provisions of the Act read with Section 35 and other applicable provisions of the Insurance Act, 1938 and the rules and regulations framed thereunder, seeking necessary orders or directions for convening, holding and/or conducting meetings of their respective shareholders or classes thereof, and creditors, and/or dispensing with the same, and for sanctioning this Scheme with such modifications, as may be approved by the Tribunal.

20.3. Upon this Scheme being approved by the requisite majority of the shareholders of the Companies (wherever required) and the creditors of the Companies (as applicable) and as may be directed by the Tribunal, the Companies shall, with all reasonable dispatch, file petitions before the Mumbai Bench of the NCLT for sanction of the Scheme under Sections 230 to 232 and other applicable provisions of the Act, and for such other order or orders as the Tribunal may deem fit for carrying the Scheme into effect. Upon this Scheme being approved by the requisite majority of the shareholders of the Companies, the shareholders shall be deemed to have also accorded their approval under all relevant provisions of the Act for giving effect to the provisions contained in the Scheme.

20.4. There will be no change in control of the Transferee Company pursuant to the present Scheme taking effect, in view of the fact that the promoters of the Transferee Company (other than the Transferor Company), namely, Kamesh Goyal, Oben Ventures LLP and FAL Corporation, will continue to remain the promoters of the Transferee Company, upon the Scheme taking effect. All filings with the Stock Exchanges shall reflect such position.

20.5. Nothing contained in the Scheme shall in any way limit, prohibit or restrict the Transferee Company from issuing any further equity shares and/or any other Securities, until the Effective Date, including *inter-alia* Securities which are convertible into equity shares, in order to comply with the provisions of the Insurance Act, 1938, the IRDAI Regulations, IRDAI Rules or with any other legal or regulatory requirements.

21. NO CAUSE OF ACTION

No third party claiming to have acted or changed his position in anticipation of this Scheme taking effect, shall get any cause of action against the Companies or their respective directors or officers, if the Scheme does not take effect or is withdrawn, amended or modified for any reason whatsoever.

22. MODIFICATIONS TO THE SCHEME

22.1. The Transferor Company and the Transferee Company, through their respective Board of Directors including committees of directors or other Persons, duly authorized by the respective Boards in this regard, may jointly make, or assent to, any alteration or modification to this Scheme or to any conditions or limitations, which the Tribunal or any other competent authority may deem fit to direct, approve or impose and may give such directions as they may consider necessary, to settle any doubt, question or difficulty, arising under the Scheme or in regard to its implementation or in any manner connected therewith and to do and to execute all such acts, deeds, matters and things necessary for putting this Scheme into effect, or to review the portion relating to the satisfaction of the conditions to this Scheme and if necessary, to waive any of those (to the extent permitted under law) for bringing this Scheme into effect.

22.2. If any part or provision of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Companies, affect the validity of implementation of the other parts and/ or provisions of the Scheme. If any provision of this Scheme hereof is invalid, ruled illegal by any Court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Companies that such provision, as the case may be, shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such provision, as the case may be, shall cause this Scheme to become materially adverse to any of the Companies, in which case the Companies shall attempt to bring about a modification in the Scheme, as will best preserve for the Companies the benefits and obligations of the Scheme, including but not limited to such provision.

23. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

23.1. This Scheme is conditional upon and subject to following conditions precedent:

23.1.1. the Stock Exchanges having issued their observation / no-objection letters as required under the SEBI LODR read with the SEBI Scheme Circular;

23.1.2. this Scheme being approved by the respective requisite majority of each class of members and creditors (as applicable) of the Companies as applicable or as may be required under the Act and as may be directed by the Tribunal;

23.1.3. this Scheme being approved by the public shareholders of the Transferee Company through e-voting in terms of paragraph 10(a) of Part I of the SEBI Scheme Circular and the votes cast by the public shareholders of the Transferee Company in favour of this Scheme being more than the number of votes cast by public shareholders of the Transferee Company against this Scheme;

23.1.4. the receipt of approval of the Competition Commission of India in accordance with Applicable Laws to consummate the Scheme;

23.1.5. the receipt of approval(s) of the IRDAI under the Insurance Act, 1938 and the rules and regulations made thereunder (as applicable);

23.1.6. sanction of the Scheme by the Tribunal under Sections 230 to 232 and other applicable provisions of the Act read with Section 35 and other applicable provisions of the Insurance Act, 1938 and the rules and regulations framed thereunder and receipt of a certified copy of the Sanction Order; and

23.1.7. the filing of certified copies of the Sanction Order by the Companies with the Registrar of Companies having jurisdiction over the Transferor Company and the Transferee Company.

23.2. Upon the approval of this Scheme by the shareholders of the Companies and such other classes of Persons relating to the Companies, if any, such shareholders and classes of Persons, shall also be deemed to have resolved and accorded all relevant consents under the Act or SEBI LODR, or otherwise, to the same extent applicable to all the matters related to or arising pursuant to the Scheme and this Scheme itself.

24. REVOCATION, CANCELLATION AND WITHDRAWAL OF THE SCHEME

24.1. The Board of Directors of the Transferor Company and the Transferee Company shall be jointly entitled to revoke, cancel, withdraw and declare this Scheme to be of no effect at any stage and where applicable, re-file, at any stage in case: (a) this Scheme is not approved by the requisite majority of the shareholders of the Transferor Company and/or the Transferee

Company and/or the Tribunal or if any other consents, approvals, permissions, resolutions, agreements, sanctions and conditions required for giving effect to this Scheme are not received or delayed; (b) any condition or modification imposed by the shareholders of the Transferor Company and/or the Transferee Company, or the Tribunal or any other authority is not acceptable; (c) the coming into effect of this Scheme in terms of the provisions hereof or filing of the orders with any Governmental Authority could have adverse implications on the Transferor Company and/or the Transferee Company; or (d) for any other reason whatsoever, including *inter alia*, the non-receipt of any mandatorily required approvals as may be required and referred to in this Clause 24.1, and do all such acts, deeds, things, as they may deem necessary and desirable in connection therewith and incidental thereto.

24.2. On revocation, cancellation or withdrawal, this Scheme shall stand revoked, cancelled or withdrawn and be of no effect and in that event, no rights and liabilities whatsoever shall accrue or be incurred *inter-se* between the Transferor Company and the Transferee Company, or their respective shareholders or employees or any other Person, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability, or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved and worked out in accordance with Applicable Law and in such case, each Party shall bear its own costs, unless otherwise mutually agreed.

25. EXPENSES CONNECTED WITH THE SCHEME

25.1. Until the Effective Date, all costs, stamp duties, charges, levies, fees, duties and expenses of the Transferor Company and the Transferee Company respectively in relation to or in connection with negotiations leading up to the Scheme and of carrying out and completing the terms and provisions of this Scheme and in relation to or in connection with the Scheme shall be borne and paid by the Transferor Company. After the Effective Date, such costs, duties, charges, fees, expenses, stamp duties (relating to Sanction Order, allotment of shares pursuant to the Scheme, transfer of properties, if any), shall be to the account of the Transferee Company.

26. DIVIDEND

The Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders prior to the Effective Date. For the avoidance of doubt, it is also clarified that the aforesaid provisions in respect of declaration of dividends of the Transferor Company and the Transferee Company are enabling provisions only and shall not be deemed to confer any right on any member of the respective Companies to demand or claim a dividend which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors of the Transferor Company and the Transferee Company.

27. REMOVAL OF DIFFICULTIES

27.1. The Companies through mutual consent and acting through their respective Boards, jointly and as mutually agreed in writing may:

27.1.1. give such directions (acting jointly) and agree to take steps, as may be necessary, desirable or proper, to resolve all doubts, difficulties or questions arising under this Scheme, whether by reason of any orders of the NCLT or of any directive or orders of the NCLT or any Governmental Authority, under or by virtue of this Scheme in relation to the arrangement contemplated in this Scheme and/ or matters concerning or connected therewith or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any manner whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those to the extent permissible under Applicable Law; and/or

27.1.2. do all such acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect.

27.2. Without prejudice to the other provisions of the Scheme and notwithstanding the vesting of the Transferor Company into the Transferee Company by virtue of the Scheme itself, in order to ensure: (a) implementation of the provisions of the Scheme; and (b) continued vesting of the benefits, exemptions available to the Transferor Company in favour of the Transferee Company, the Transferee Company may, at any time upon the Scheme becoming effective in accordance with the provisions hereof, if so required, under Applicable Law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement in relation to which the Transferor Company has been a party, including any filings with the regulatory authorities in order to give formal effect to the above provisions and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.

For Go Digit General Insurance Limited

Tejas Saraf
Company Secretary & Compliance Officer

Go Digit General Insurance Limited

For Go Digit Infoworks Services Private Limited

Sameer Bakshi
General Counsel and Company Secretary

Go Digit Infoworks Services Private Limited