HGS®
HINDUJA GLOBAL SOLUTIONS

February 12, 2018

BSE Limited
Corporate Relation Dept.
P. J. Towers, Dalal Street
Mumbai 400 001.
Scrip Code : 532859

National Stock Exchange of India Ltd.
"Exchange Plaza",
Bandra Kurla Complex, Bandra (East)
Mumbai - 400 051.
Symbol : HGS

Dear Sirs,

Ref: Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Sub: Scheme of Amalgamation of HGS International Services Private Limited, (a wholly owned subsidiary of Hinduja Global Solutions Limited) with Hinduja Global Solutions Limited ("the Company") and their respective Shareholders ('the Scheme')

This has further reference to our letter dated February 8, 2018. The Board of Directors of the Company at their meeting held on February 8, 2018 have approved the Scheme of Amalgamation of HGS International Services Private Limited ("the Transferor Company"), with Hinduja Global Solutions Limited ('Transferee Company') and their respective shareholders under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013.

In accordance with Paragraph 7 of the SEBI Circular CFD/DIL3/CIR/2017/21 dated March 10, 2017 ('the Circular') further amended by SEBI Circular CFD/DIL3/CIR/2018/2 dated January 3, 2018, the provisions of Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 is not be applicable to draft schemes which solely provide for merger of a wholly owned subsidiary with its parent company. Hence, 'No Objection Letter' or 'Observation Letter' on the Scheme is not required to be obtained from the Stock Exchanges on which equity shares of the Company are listed.

In accordance with the provisions of SEBI Circular CFD/DIL3/CIR/2017/21 dated March 10, 2017, the following documents are being filed:-

1 Certified true copy of the Resolution passed by the Board of Directors of Hinduja Global Solutions Limited dated February 8, 2018.

HINDUJA GLOBAL SOLUTIONS LIMITED
Regd. Office: Hinduja House, No. 171, Dr. Annie Besant Road, Worli, Mumbai - 400 018. India. Telephone: 91-022-2496 0707, Fax: 91-22-2497 4208
Corporate Office: Gold Hill Square Software Park, No. 690, 1st Floor, Hosur Road, Bommanahalli, Bengaluru - 560 068. India. Telephone: 91-80-4643 1000 / 91-80-4643 1222, Website:www.teamhgs.com
Corporate Identity Number:L92199MH1995PLC084610

HINDUJA GLOBAL SOLUTIONS

2 Certified copy of the Scheme of Amalgamation of HGS International Services Private Limited with Hinduja Global Solutions Limited and their respective shareholders.

In case you require any further information/clarifications, we would be glad to furnish the same.

Thanking you,

Yours faithfully,
For **Hinduja Global Solutions Limited**

Makarand Dewal
Company Secretary

Encl: a/a

HINDUJA GLOBAL SOLUTIONS LIMITED
Regd. Office: Hinduja House, No. 171, Dr. Annie Besant Road, Worli, Mumbai - 400 018. India. Telephone: 91-022-2496 0707, Fax: 91-22-2497 4208
Corporate Office: Gold Hill Square Software Park, No. 690, 1st Floor, Hosur Road, Bommanahalli, Bengaluru - 560 068. India. Telephone: 91-80-4643 1000 / 91-80-4643 1222. Website www.teamhgs.com
Corporate Identity Number.L92199MH1995PLC084610

HGS®
HINDUJA GLOBAL SOLUTIONS

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF HINDUJA GLOBAL SOLUTIONS LIMITED HELD ON FEBRUARY 8, 2018

"**RESOLVED THAT** pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 ("the Act") and other applicable provisions, if any of the Act, read with the Companies (Compromises, Arrangements and Amalgamation) Rules, 2016, enabling clauses of the Memorandum of Association of the Company and recommendation of the Audit Committee and subject to the approval (including modifications, if any, as may be directed) of the Shareholders of the Company, National Company Law Tribunal, Mumbai Bench, Maharashtra ('NCLT') or such other regulatory authority as may be required, the draft Scheme of Amalgamation of HGS International Services Private Limited ('HGSISPL' or 'the Transferor Company') with Hinduja Global Solutions Limited ('HGS' or 'the Company' or 'the Transferee Company') and their respective Shareholders ('the Scheme'), which provides for the amalgamation of the Transferor Company as a going concern and the transfer and vesting of the entire business and whole of the undertaking (including all of its assets and liabilities) in the Transferee Company, with effect from the Appointed Date i.e. April 1, 2017 or such other date as the NCLT may direct or approve under the relevant provisions of the Act, as placed before this meeting, be and is hereby approved.

RESOLVED FURTHER THAT since the Transferor Company is a wholly owned subsidiary of the Transferee Company, no consideration by way of issuance of new shares and/or any payment will be made pursuant to the Scheme and the equity shares held by the Transferee Company along with its Nominees in the Transferor Company shall stand extinguished and cancelled.

RESOLVED FURTHER THAT the following documents, as placed before this Meeting, be and are hereby noted, accepted and taken on record:

- Draft Scheme, duly initialed by the Manager (designated as Chief Executive Officer) of the Company for the purpose of identification;
- Certificate of the Statutory Auditors, viz. M/s Deloitte Haskins & Sells, LLP, Chartered Accountants stating that the Accounting Treatment for Amalgamation as proposed in the Scheme is in conformity with the applicable Accounting Standards prescribed under Section 133 of the Act;
- Report dated February 7, 2018 of the Audit Committee recommending to the Board of Directors the Draft Scheme for approval.

RESOLVED FURTHER THAT Mr. Anil Harish (DIN 00001685)- Director, Mr. Rajendra P. Chitale (DIN 00015986)- Director, Mr. Makarand Dinkar Dewal- Company Secretary, Mr. Srinivas Palakodeti- Chief Financial Officer, Mr. S. Mahadevan- Executive Vice President – Legal, Compliance & Risk Management shall constitute a Committee (called "Scheme Implementation Committee") and that the Scheme Implementation Committee, be and are hereby authorized to:

a) Make and agree to such modifications/ alterations/ amendments as may be expedient or necessary for satisfying the requirements or conditions directed by the Shareholders, Creditors, NCLT or any other regulatory authorities, provided prior approval of the Board of Directors to be obtained for making any material changes to the Scheme.

b) Finalise and approve notice of meeting of Shareholders, Creditors (both secured and unsecured) as may be required, along with the Explanatory Statement thereto.

c) Take such steps/ actions as may be expedient/ necessary for solving difficulties that may arise during implementation of the Scheme.

d) To do all such acts/ deeds and things as necessary and expedient for putting the Scheme into effect.

e) to suspend, withdraw or revive the Scheme from time to time as may be specified by any statutory/ competent authority or as may be suo moto decided by the Board of the Company in its absolute discretion;

RESOLVED FURTHER THAT Mr. Srinivas Palakodeti- Chief Financial Officer, Mr. S. Mahadevan- Executive Vice President – Legal, Compliance & Risk Management and Mr. Makarand Dinkar Dewal- Company Secretary, be and are hereby severally authorized:

(a) to make modifications, amendments, revisions, edits and all other actions (not amounting to material changes) as may be required to finalize the Scheme;

(b) to sign and file applications with the Central/State government, NCLT, Regional Director, Registrar of Companies, Official Liquidator, Securities and Exchange Board of India ('SEBI'), Stock Exchanges or any other body, authority or agency, as may be required and to obtain sanction or approval to any provisions of the Scheme or for giving effect thereto;

(c) to sign and file applications with the NCLT or such other competent authority for directions to hold or to exempt the holding of meetings of the Shareholders and/or Creditors and where necessary, to take steps to convene and hold such meetings as per the directions of the NCLT;

(d) to file petitions with the NCLT or such other competent authority for confirmation/ sanction of the Scheme;

(e) to file affidavits, petitions, pleadings, applications or any other proceedings incidental or deemed necessary or useful in connection with the Scheme or Order of the NCLT or such other competent authority as may be necessary and to engage Counsels, Advocates, Solicitors, Chartered Accountants and other professionals and to sign and execute vakalatnama wherever necessary or incidental to the Scheme/ proceedings for obtaining confirmation/ sanction of the NCLT to the Scheme and for giving effect to the Scheme;

(f) take all steps as may be required, including without limitation, to sign all applications, petitions or issue public advertisement and notices for obtaining approvals and/or consent of the shareholders, creditors, banks, financial institutions, Stock Exchanges, SEBI and other competent authorities or entities or agencies as may be applicable from time to time and to delegate such authority to any other person;

(g) to take all steps necessary or incidental and considered appropriate with regard to the above applications or petitions and for implementation of the Orders passed thereon by NCLT or such other competent authority and generally for putting through the Scheme and completing the same;

(h) to do all further acts, deeds, matters and things as may be considered necessary, proper or expedient to give effect to the Scheme and for matters connected therewith or incidental thereto;

RESOLVED FURTHER THAT the report of the Board of Directors explaining the effect of the Scheme on Shareholders (including Promoter and Non-promoter shareholders) and Key Managerial Personnel as required to be annexed to the Notice of the meeting of the Shareholders and Creditors and Explanatory Statement as per Section 232(2) of the Act, submitted before this meeting, duly initialed by any one Director of the Company for the purpose of identification, be and is hereby adopted and the said Report be signed by any one of the Directors of the Company on behalf of the Board of Directors of the Company.

RESOLVED FURTHER THAT any Director or the Company Secretary or the Chief Financial Officer or the Executive Vice President – Legal, Compliance and Risk Management be and is hereby authorized to sign any copy of this resolution as a certified true copy thereof and furnish the same to whomsoever concerned."

Certified True

For **Hinduja Global Solutions Limited**

Makarand Dewal
Company Secretary

SCHEME OF AMALGAMATION

OF

HGS INTERNATIONAL SERVICES PRIVATE LIMITED

WITH

HINDUJA GLOBAL SOLUTIONS LIMITED

AND

CERTIFIED TRUE COPY
For HINDUJA GLOBAL SOLUTIONS LIMITED
12-02-2018
MAKARAND D. DEWAL
COMPANY SECRETARY

THEIR RESPECTIVE SHAREHOLDERS UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013

This Scheme of Amalgamation ('the Scheme' or 'this Scheme') is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 for amalgamation of HGS International Services Private Limited ('HGSISPL') with Hinduja Global Solutions Limited ('HGS'). This Scheme also provides for various matters consequential or otherwise integrally connected herewith.

1. Description of Companies:-

Transferor Company:

HGS International Services Private Limited ('Transferor Company' or 'HGSISPL') is a company incorporated under the Companies Act, 1956 having its registered office at Hinduja House, 171, Dr. Annie Besant Road, Worli, Mumbai – 400018, Maharashtra. HGSISPL is currently engaged in the business relating to Information Technology (IT), Information Technology Enabled Services (ITeS), Business Process Outsourcing/ Management, Knowledge Process Outsourcing, Contact Centre Solutions, Human Resources Outsourcing, Compensation/ Benefits, Administration and Processing, Transactions Processing, Back Office Operations, etc. HGSISPL is a wholly owned subsidiary of HGS.

Transferee Company:

HINDUJA GLOBAL SOLUTIONS LIMITED HINDUJA HOUSE 171, DR. A. B. ROAD, WORLI, MUMBAI-400 018

Hinduja Global Solutions Limited ('Transferee Company' or 'HGS') is incorporated under the Companies Act, 1956, having its registered

office at Hinduja House, 171, Dr. Annie Besant Road, Worli, Mumbai – 400018, Maharashtra. HGS is currently engaged in the business of Information Technology (IT), Information Technology Enabled Services (ITeS), Business Process Outsourcing/ Management, Knowledge Process Outsourcing, Contact Centre Solutions and Back Office Transactions Processing, etc. in India and abroad. HGS's equity shares are listed on BSE Limited and on the National Stock Exchange of India Limited.

2. Rationale of the Scheme:-

The principal advantages and benefits of the proposed Scheme are as follows:

a) The Transferor Company is a wholly owned subsidiary of the Transferee Company and the management of both the companies are one and the same. The business activities are mostly similar and complement each other. In order to integrate the business carried on by both the companies, it is proposed to amalgamate the Transferor Company with the Transferee Company as this will enable the Transferee Company to have greater and optimal use of resources.

b) Considerable synergies of operations would be achieved, resulting in economies of scale, effective coordination and better control over the activities, reduction of overheads and administrative expenses, would allow optimum utilisation of equipment and other resources, ultimately resulting into higher profitability for the Transferee Company.

c) The benefits of combined resources/ profits, assets and cash flows would enhance capability of the Transferee company to face competition effectively.

d) Pooling of financial resources and unfeterred access to cash flows generated by the combined business would enable the Transferee Company to deploy funds in organic and inorganic growth opportunities and in capital expenditure.

e) Cost savings are expected from more focused operational efforts, rationalisation, standardisation of business processes, elimination of duplication of work/ functions and rationalisation of administrative expenses.

f) The Scheme shall be beneficial to and in the best interest of the shareholders, creditors and employees of the Transferor and Transferee Company, public at large and all concerned.

HINDUJA GLOBAL SOLUTIONS LTD.

In view of the above advantages and benefits, the Board of Directors of the Transferor Company and the Transferee Company have formulated this Scheme for the transfer and vesting of the entire business and undertaking of the Transferor Company with and into the Transferee Company pursuant to the provisions of Section 230 and 232 of the Companies Act, 2013 and other relevant provisions of the Act.

3. Parts of the Scheme:-

The Scheme is divided into following parts:

i **Part A** – deals with definitions and Share Capital;

ii **Part B** – deals with the amalgamation of the Transferor Company with the Transferee Company;

iii **Part C** - deals with General Terms and Conditions.

PART A

1. DEFINITIONS

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

1.1 **"Act" or "the Act"** means Companies Act, 2013 and the rules and regulations made thereunder as the case may be, and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force.

1.2 **"Appointed Date"** for the purpose of this Scheme means 1st April, 2017 or such other date as may be approved by the National Company Law Tribunal at Mumbai, Maharashtra or such other competent authority may approve;

1.3 **"Board of Directors"** or **"Board"** means the Board of Directors of HGSISPL and HGS or any one or the relevant one of HGSISPL and HGS, as the case may be, and shall include a duly constituted Committee thereof.

1.4 **"HGSISPL" or "Transferor Company"** means HGS International Services Private Limited, a company incorporated under the

Companies Act, 1956 and having its registered office at Hinduja House, 171, Dr Annie Besant Road, Worli, Mumbai - 400 018.

1.5 **"HGS" or "Transferee Company"** means Hinduja Global Solutions Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Hinduja House, 171, Dr Annie Besant Road, Worli, Mumbai - 400 018.

1.6 **"Effective Date"** means the date on which certified copy of the order sanctioning the Scheme passed by the National Company Law Tribunal at Mumbai, Maharashtra is filed by the Transferor Company and the Transferee Company with the Registrar of Companies, Mumbai, Maharashtra.

1.7 **"Employees"** means all the permanent employees of the Transferor Company who are on its pay-roll as on the Effective Date.

1.8 **"Government"** means any applicable Central, State or Local Government, Legislative Body, Regulatory or Administrative Authority, Agency or Commission or any Court or Tribunal, Board, Bureau, Instrumentality, Judicial or Arbitral body having jurisdiction over the territory of India.

1.9 **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Scheme of Amalgamation in its present form or with any modification(s) made under Clause 17 of this scheme as approved or directed by the Tribunal.

1.10 **"Tribunal"** means National Company Law Tribunal, Bench at Mumbai, Maharashtra.

1.11 All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contract (Regulation) Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof from time to time.

HINDUJA GLOBAL SOLUTIONS LTD.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The amalgamation of the Transferor Company with the Transferee Company with any modifications approved or directed by the Tribunal, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date, but shall be operative from the Effective Date. Therefore, for all tax purposes, the amalgamation would be effective from the Appointed Date of the Scheme. Notwithstanding the above, the accounting treatment to be adopted to give effect to the provisions of the Scheme would be in consonance with Indian Accounting Standards, 103 (Ind AS 103) and mere adoption of such accounting treatment will not in any manner affect the amalgamation of the Transferor Company with the Transferee Company from the Appointed Date.

3. SHARE CAPITAL

3.1 The share capital of the Transferor Company as on March 31, 2017 was as under:

Particulars	Amount (in Rs.)
Authorised Capital	
19,50,000 Equity Shares of Rs. 10 each	1,95,00,000
1,50,000 1% Participatory Redeemable Non Cumulative Preference Shares of Rs. 10 each	15,00,000
Total	**2,10,00,000**
Issued, Subscribed and Paid-up Capital	
11,13,555 Equity Shares of Rs. 10 each fully paid up	1,11,35, 550
Total	**1,11,35, 550**

Subsequent to March 31, 2017, there is an increase in the authorized, issued, subscribed and paid up equity share capital of the Transferor Company on account of issuance of bonus shares. Accordingly, the authorized, issued, subscribed and paid up share capital of the Transferor Company as on January 31, 2018 is as under:

Particulars	Amount (in Rs.)
Authorised Capital	
25,00,000 Equity Shares of Rs. 10 each	2,50,00,000
1,50,000 1% Participatory Redeemable Non Cumulative Preference Shares of Rs. 10 each	15,00,000
Total	**2,65,00,000**
Issued, Subscribed and Paid-up Capital	
22,27,110 Equity Shares of Rs. 10 each fully paid up	2,22,71,100
Total	**2,22,71,100**

As on date, the Transferor Company is a wholly-owned subsidiary of the Transferee Company. The entire paid up equity share capital of the Transferor Company is held by the Transferee Company along with its nominees.

3.2 The share capital of the Transferee Company as on March 31, 2017 was as under:

Particulars	Amount (in Rs.)
Authorised Capital	
2,50,00,000 Equity Shares of Rs. 10 each	25,00,00,000
Total	**25,00,00,000**
Issued, Subscribed and Paid-up Capital	
2,07,42,763 Equity Shares of Rs. 10 each fully paid up	20,74,27,630
Total	**20,74,27,630**

Subsequent to March 31, 2017, there is an increase in the issued, subscribed and paid up share capital of the Transferee Company on account of allotment of equity shares under Employee Stock Option Plans. Accordingly, the authorized, issued, subscribed and paid up share capital of the Transferee Company as on January 31, 2018 is as under:

Particulars	Amount (in Rs.)
Authorised Capital	
2,50,00,000 Equity Shares of Rs 10 each	25,00,00,000
Total	**25,00,00,000**

HINDUJA GLOBAL SOLUTIONS LTD.

Issued, Subscribed and Paid-up Capital	
2,07,99,240 Equity Shares of Rs. 10 each fully paid up	20,79,92,400
Total	**20,79,92,400**

The equity shares of the Transferee Company are currently listed on BSE Limited and the National Stock Exchange of India Limited.

PART B

4 TRANSFER AND VESTING OF UNDERTAKING OF THE TRANSFEROR COMPANY TO AND WITH THE TRANSFEREE COMPANY

4.1 Upon coming into effect of this Scheme and with effect from the Appointed Date, the entire business and whole of the undertaking of the Transferor Company shall stand transferred to and be vested and/or deemed to have been vested in and amalgamated with the Transferee Company, as a going concern, without any further deed or act, together with all its assets, liabilities, properties, rights, investments, benefits and interest therein, subject to existing charges thereon in favour of banks and financial institutions or otherwise, as the case may be and subject to the provisions of the Scheme in accordance with Sections 230 to 232 of the Act and all other applicable provisions of the Act, if any.

4.2 Without prejudice to the generality of the foregoing:

(a) the assets of the Transferor Company shall include, without limitation:

(i) all properties and assets (whether real or personal, in possession or reversion, corporeal or incorporeal, movable or immovable, tangible or intangible) of whatsoever nature, and wherever situated, including but not limited to immovable properties, plant and machinery, furniture and fixtures, office equipments, other equipment, computers, air conditioners, investments, cash on hand, stock in trade, advances, receivables, claims whether recognized or not

(including those under any shareholder or share purchase agreements);

(ii) all licenses, permits, quotas, approvals, permissions, incentives, subsidies, concessions, grants, rights, claims, leases, liberties, special status, approvals and consents including environmental approvals and approvals of various regulatory bodies;

(iii) all rights relating to patents, trademarks, service marks, logos, domain names and utility models, copyrights, inventions, brand names whether registered or not and other intellectual property rights;

(iv) all rights relating to property including lease/tenancy rights, sublicensing, subleasing rights or rights to grant subtenancy, easement rights, permissions, title, interest, contracts, consents, approvals or powers of every kind, nature and descriptions whatsoever and wherever situated;

(v) all rights and benefits under any contracts with customers, suppliers, sellers, shareholders (including rights under any shareholder or share purchase agreements), and other counterparties; and

(vi) all tax incentives and benefits including but not limited to credit for Advance tax, Taxes Deducted at Source, Minimum Alternate Tax credit, Cenvat credit, Service tax credit, Sales tax credit, credit for Value Added Tax, credit under Goods and Services Tax, etc.

(b) the liabilities shall include all debts, liabilities, contingent liabilities, duties and obligations of the Transferor Company as on the Appointed Date, whether or not provided in the books of the Transferor Company which shall be deemed to be the debt, liabilities, duties and obligations of the Transferee Company as the case may be, 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 sub-clause.

Provided that the Scheme shall not operate to enlarge the security for the said liabilities of the Transferor Company

which shall vest in the Transferee Company by virtue of the Scheme and the Transferee Company shall not be obliged to create any further, or additional security thereof after the amalgamation has become effective or otherwise. The transfer / vesting of the assets of the Transferor Company as aforesaid shall be subject to the terms and conditions of the existing charges / hypothecation / mortgages over or in respect of the assets or any part thereof of the Transferor Company.

4.3 (a) All the assets, licenses, permits, quotas, including approvals of various regulatory bodies, permissions, incentives, benefits, loans, subsidies, concessions, grants, rights, claims, leases, tenancy rights, copy rights, trade marks, logos, brands, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by and all rights and benefits that have accrued to the Transferor Company upto the Appointed Date or after the Appointed Date and prior to the Effective Date in connection with or in relation to the operations and business of the Transferor Company shall, pursuant to the provisions of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and/ or be deemed to have been transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date the assets, licenses, permits, quotas, approvals including permissions, exemptions, exclusions, incentives, loans, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferor Company and shall remain valid, effective and enforceable by the Transferee Company on the same terms and conditions to the extent permissible under law.

(b) On the scheme becoming effective, all moveable assets including cash in hand, if any, of the Transferor Company, capable of passing by manual delivery or constructive delivery or by endorsement and delivery, shall be so delivered or endorsed and delivered, as the case may be to the Transferee Company.



(c) In respect of all movables other than those specified in sub clause (b) above, including sundry debtors, outstanding loans and advances, 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, the same shall, without any further act, instrument or deed, be transferred to and stand vested in and/ or be deemed to be transferred to and stand vested in the Transferee Company.

(d) The entitlement to various benefits under incentive schemes and policies in relation to the Transferor Company shall stand transferred to and be vested in and/or be deemed to have been transferred to and vested in the Transferee Company together with all benefits, entitlements and incentives of any nature whatsoever. Such entitlements shall include (but shall not be limited to) income tax, Goods and Services Tax, sales tax, value added tax, excise duty, service tax, customs and other incentives in relation to the Transferor Company to be claimed by the Transferee Company with effect from the appointed date as if the Transferee Company was originally entitled to all such benefits under such incentive schemes and/or policies, subject to continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits under such incentive schemes were made available to the Transferor Company.

(e) All cheques and other negotiable instruments, payment orders received in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company. Similarly, the bankers of the Transferee Company shall honour the cheques issued by the Transferor Company for payments after Effective Date.

(f) The provisions of this Scheme as they relate to the amalgamation of the Transferor Company with the Transferee Company, have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be

HINDUJA GLOBAL SOLUTIONS LTD.

inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the 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 TAXES

5.1 Upon coming into effect of this Scheme and with effect from the Appointed Date, all taxes (direct and indirect) payable by the Transferor Company under Income-tax Act 1961, Customs Act, Service tax, Goods and Service Tax, Value Added Tax, Sales tax provisions or other applicable laws/ regulations dealing with taxes/duties/levies (hereinafter referred to as "tax laws") shall be to the account of the Transferee Company. Similarly all credits for tax deduction at source on income of the Transferor Company, or obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company if so made by the Transferor Company. Similarly any advance tax payment required to be made for and by the specified due dates in the tax laws shall also be deemed to have been made by the Transferee Company if so made by the Transferor Company. Further Minimum Alternate Tax paid by the Transferor Company under Income Tax Act 1961, shall be deemed to have been paid by the Transferee Company and Minimum Alternate Tax Credit (if any) of the Transferor Company as on or accruing after the Appointed Date shall stand transferred to the Transferee Company and such credit would be available for set off against the tax liabilities of the Transferee Company. Any refunds/credit under the tax laws due to the Transferor Company consequent to assessments made on the Transferor Company and for which no credit is taken as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

5.2 Further any tax holiday/benefit/deduction/exemption/carry forward losses enjoyed by the Transferor Company under Income-

tax Act, 1961, and any input tax credit enjoyed by the Transferor Company under Goods and Service Tax or any other tax laws shall stand transferred to the Transferee Company.

5.3 On or after the Effective Date, the Transferor Company and the Transferee Company are expressly permitted to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, 1961(including for the purpose of re-computing tax on book profits and claiming other tax benefits), service tax law, Goods and Services tax law and other tax laws, and to claim refunds and/or credits for taxes paid, and to claim tax benefits etc. and for matters incidental thereto, if required to give effect to the provisions of the Scheme from the Appointed Date.

5.4 All taxes (including but not limited to income tax, sales tax, excise duty, service tax, value added tax, Goods And Services tax etc.) paid or payable by the Transferor Company in respect of the operations and/or profits of the business before the Appointed Date shall be on account of the Transferor Company and is so far it relates to the tax payment (including without limitation, sales tax, excise duty, custom duty, income tax, service tax, value added tax, Goods and Services Tax etc.) whether by way of deduction at source, advance tax or otherwise by the Transferor Company in respect of profits or activities or operations of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall in all proceedings be dealt with accordingly.

6 CONTRACTS, DEEDS AND OTHER INSTRUMENTS

6.1 Subject to the provisions contained in this Scheme, all contracts, deeds, bonds, agreements, arrangements, schemes, insurance policies, indemnities, guarantees and other instruments of whatever nature subsisting on the effective date to which the Transferor Company is a party thereto shall be in full force and effect against or in favour of the Transferee Company and may be enforced fully and effectively as if instead of the Transferor Company, the Transferee Company had been the party thereto.

HINDUJA GLOBAL SOLUTIONS LTD

6.2 Upon coming into effect of the Scheme and with effect from the Appointed Date, all permits, quotas, rights, entitlements, industrial and other licences, branches, brand registrations, offices, depots and godowns, trademarks, trade names, know-how and other intellectual property, patents, copyrights, privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind, nature and description whatsoever to which the Transferor Company is party or to the benefits of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be and remain in full force and effect in favour of or against the Transferee Company as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

6.3 Upon coming into effect of the Scheme and with effect from the Appointed Date, any transferable statutory licenses, no objection certificates, permissions or approvals or consents required to carry on operations of the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company upon the vesting and transfer of undertaking of the Transferor Company pursuant to the Scheme. The benefit of all transferable statutory and regulatory permissions, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme.

6.4 The Transferee Company, 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, shall execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to the Undertaking of the Transferor Company to which the Transferor Company is a party in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such

HINDUJA GLOBAL SOLUTIONS LTD.

formalities or compliances referred to above on the part of the Transferor Company.

7 LEGAL PROCEEDINGS

7.1 All legal proceedings, including arbitration proceedings, of whatsoever nature, by or against the Transferor Company pending and / or arising on or after the Appointed Date, as and from the Effective Date shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.

7.2 After the Appointed Date, if any proceedings are taken against the Transferor Company the same shall be defended by and at the cost of the Transferee Company.

7.3 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 7.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company after the Effective Date.

8 EMPLOYEES

8.1 On the Scheme becoming operative, all employees of the Transferor Company in service on the Effective Date shall be deemed to have become employees of the Transferee Company without any break in their service and on the basis of continuity of service, and on the basis that the employment terms are not less favourable than in the Transferor Company.

8.2 The employees of the Transferor Company once they become the employees of the Transferee Company on the Effective Date, shall continue to stand covered under and as per the terms and conditions of the Employee Stock Option Plans of the Transferee Company.

8.3 The Transferee Company confirms that the services of all such employees in the Transferor Company up to the Effective Date shall be taken into account for purposes of all retirement benefits to which they may be eligible in the Transferor Company on the Effective Date.

8.4 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other special fund or trusts created or existing for the benefit of the employees of the Transferor Company shall become the trusts/ funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such fund or funds or in relation to the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such fund or funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continuous for the purpose of the said fund or funds.

9 CONSIDERATION

The entire issued, subscribed and paid-up equity share capital of the Transferor Company is directly held by the Transferee Company along with its nominees. Upon the Scheme becoming effective, no equity shares of the Transferee Company shall be allotted in lieu or exchange of its holding in the Transferor Company and the Transferee Company's investment in the entire equity share capital of the Transferor Company shall stand cancelled in the books of the Transferee Company. Upon the coming into effect of this Scheme, the share certificates, if any, and/or the shares in electronic form representing the equity shares held by the Transferee Company in the Transferor Company shall stand cancelled without any further act or deed for cancellation thereof by the Transferee Company, and shall cease to be in existence accordingly.

10 ACCOUNTING TREATMENT TO BE ADOPTED BY THE TRANSFEREE COMPANY ON AMALGAMATION

10.1 Upon this Scheme becoming effective, with effect from the Appointed Date for the purpose of accounting for and dealing with the value of assets and liabilities of the Transferor Company, the Transferee Company shall account for the amalgamation in accordance with Pooling of Interest Method in accordance with Appendix C of Ind AS 103 notified under the provisions of the Act, read with relevant rules framed thereunder and other applicable accounting standards prescribed under the Act.

10.2 The Transferee Company shall record the assets, liabilities and reserves relating to the Transferor Company vested in it pursuant to this Scheme, at their respective carrying amounts.

10.3 The identity of the reserves of the Transferor Company if any, shall be preserved and they shall appear in the financial statements of the Transferee Company in the same form and manner in which they appeared in the financial statements of the Transferor Company.

10.4 Upon coming into effect of this Scheme, to the extent that there are inter-company loans, advances, deposits balances or other obligations as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the Transferee Company for reduction of any assets or liabilities, as the case may be. Further no interest shall be provided on loans and advances or any outstanding loans and advances, if any, after Appointed Date. All inter party transactions between the Transferor Company and the Transferee Company shall be treated as intra party transactions for all purposes and inter company balances shall stand cancelled.

10.5 The shares held by Transferee Company in Transferor Company shall stand cancelled and there shall be no further obligation in that behalf.

10.6 The difference between the value of assets over the value of liabilities including reserves of the Transferor Company transferred to the Transferee Company pursuant to the order of the Tribunal, after adjusting for the investments in share capital of the Transferor

Company shall be adjusted against Capital Reserve of the Transferee Company and will be presented separately from other capital reserves.

10.7 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail and the difference till Appointed Date would be quantified and adjusted in the 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 policy.

11 CONDUCT OF BUSINESS OF THE TRANSFEROR COMPANY UNTIL EFFECTIVE DATE

11.1 With effect from the Appointed Date and upto and including the Effective Date:

(a) The Transferor Company shall carry on and be deemed to have been carrying on their business and activities and shall stand possessed of and hold all of their properties and assets for and on account of and in trust for the Transferee Company. The Transferor Company hereby undertakes to hold the said assets and discharge liabilities with utmost prudence until the Effective Date.

(b) The Transferor Company shall carry on its business and activities with reasonable diligence, business prudence and shall not without the prior written consent of Board of Directors of the Transferee Company, alienate, charge, mortgage, encumber or otherwise deal with or dispose of its undertaking or any part thereof except in the ordinary course of business nor shall the Transferor Company undertake any new business or substantially expand its existing business, nor shall the Transferor Company create any new financial liabilities without the consent of Board of Directors of the Transferee Company except in the ordinary course of business.

(c) The Transferor Company shall not vary the terms and conditions of its employees except in the ordinary course of business.

(d) Any of the rights, powers, authorities or privileges exercised by the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken for an on behalf of and as an agent for the Transferee Company.

(e) All the profits or income accruing or arising to the Transferor Company or expenditures or losses arising to or incurred by the Transferor Company with effect from the Appointed Date shall for all purposes and intents be treated and be deemed to be and accrued as the profits or income or expenditure or losses of the Transferee Company.

(f) All inter-company transactions between the Transferor Company and the Transferee Company from the Appointed Date and upto the Effective Date will be treated as intra-company transactions.

12 DIVIDENDS, PROFITS, BONUS/ RIGHTS SHARES

12.1 At any point of time beginning from the period of date of approval of the Scheme by the Board of Directors till the Effective Date, the Transferor Company, with the prior written consent of the Board of Directors of the Transferee Company, may declare and/or pay dividend relating to any period prior to the Effective Date whether interim and/or final to their shareholders;

12.2 Beginning from the period from the date of approval of the Scheme by the Board of Directors till the Effective Date, the Transferor Company shall not issue or allot any rights shares, bonus shares or other shares out of its authorised or unissued share capital for the time being or any other securities convertible into equity or other share capital or obtain any other financial assistance convertible into equity or other share capital, without the prior written consent of the Board of Directors of the Transferee Company.

13 SAVING OF CONCLUDED TRANSACTIONS

13.1 The transfer and vesting of business and undertaking of the Transferor Company to and into the Transferee Company under Clause 4 of this Scheme and the continuance of proceedings by or against the Transferor Company under Clause 7 of this Scheme shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

14 DISSOLUTION WITHOUT WINDING UP OF THE TRANSFEROR COMPANY

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

PART C – GENERAL TERMS & CONDITIONS

15 CONSOLIDATION/ INCREASE IN AUTHORISED SHARE CAPITAL AND AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE TRANSFEREE COMPANY ON THIS SCHEME BECOMING EFFECTIVE

15.1 The authorised share capital of the Transferor Company aggregating to Rs. 2,65,00,000 divided into 25,00,000 equity shares of Rs. 10/- each and 1,50,000 1% Participatory Redeemable Non-Cumulative Preference Shares of Rs. 10/- each shall stand transferred to and combined with the authorised share capital of the Transferee Company. The filing fees and stamp duty already paid by the Transferor Company on its authorised share capital shall be deemed to have been so paid by the Transferee Company on the combined authorised share capital and accordingly the Transferee Company shall not be required to pay any fees/stamp duty on the authorised share capital so increased.

15.2 The authorised share capital of the Transferee Company shall be as under:-



Particulars	Amount in (Rs.)
Authorised Share Capital	
2,75,00,000 Equity Shares of Rs. 10 each	27,50,00,000
1,50,000 1% Participatory Redeemable Non-Cumulative Preference Shares of Rs. 10 each	15,00,000
Total	**27,65,00,000**

15.3 Clause V of the Memorandum of Association of the Transferee Company shall stand substituted by the following clause:-

"The Authorised Share Capital of the Company is Rs. 27,65,00,000 (Rupees Twenty Seven Crore and Sixty Five Lakhs only) divided into 2,75,00,000 (Two Crore Seventy Five Lakh only) equity shares of Rs. 10 (Rupees Ten) each and 1,50,000 (One Lakh and Fifty Thousand only)1% Participatory Redeemable Non-Cumulative Preference Shares of Rs. 10 (Rupees Ten only) each with power to increase or reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential deferred, qualified or special rights, privileges or conditions as may be determined and to vary modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company and as may be provided under the provisions of the Companies Act, 2013."

15.4 The Transferee Company shall file the requisite documents/information with the Registrar of Companies or any other Applicable Authority for such increase of the authorised share capital and amendment of its Memorandum of Association.

15.5 It is further clarified that consolidation/ increase in authorised share capital shall become operative on the scheme becoming effective and the approval of the shareholders of the Transferee Company to the Scheme shall be deemed to be their consent/approval for the consolidation and increase of authorized share capital, amendment to the capital clause of the Memorandum of Association, under the provisions of Sections 13 and 61 of the Act and other applicable provisions of the Act.



16 APPLICATION

16.1 The Transferee Company and the Transferor Company shall make applications / petitions under Sections 230 to 232 and other applicable provisions of the Act to the Tribunal, as necessary to seek orders for dispensing with or convening, holding or conducting of the meetings of their respective shareholders and creditors, for sanctioning this Scheme and for consequent actions including for dissolution of the Transferor Company without winding up and further applications/petitions under Sections 230 to 232 of the Act including for sanction/confirmation/clarification of the Scheme.

17 MODIFICATION / AMENDMENT TO THE SCHEME

17.1 The Board of Directors or any committee thereof authorised in this behalf of the Transferor Company and the Transferee Company, may consent, on behalf of respective Companies, to any modifications or amendments of the Scheme or to any conditions or limitations that the Tribunal may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) and solve difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect. No modification or amendment to the Scheme will be carried out or effected by the Board of Directors of the Transferor and/or Transferee Company without approaching the Tribunal.

17.2 In the event that any of the conditions that may be imposed by the Tribunal or other authorities which the Transferor Company and the Transferee Company may find unacceptable for any reason, then the Transferor Company and the Transferee Company are at liberty to withdraw the Scheme.

18 CONDITIONALITY OF THE SCHEME

The Scheme is and shall be conditional upon and subject to the following:

18.1 Approval of the Scheme by the respective requisite majority of the shareholders/creditors of the Transferor Company and the Transferee

Company as may be required under the Act and as may be directed by the Tribunal;

18.2 The sanction and orders of the Tribunal under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Act; and

18.3 Certified copy of the order of the Tribunal sanctioning the Scheme being filed with the Registrar of Companies, Mumbai, Maharashtra, by the Transferor and Transferee Company.

19 RESOLUTIONS

19.1 Upon coming into effect of this Scheme, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits for/ in the Transferee Company.

20 EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS

20.1 In the event of any of the sanctions and approvals referred to in the Clause 18 not being obtained or for any other reason, the Scheme cannot be implemented on or before December 31, 2019 or within such further period(s) that the Boards of the Transferor Company and the Transferee Company may mutually agree upon, and/or the Transferor Company and/or the Transferee Company withdraw from this Scheme pursuant to Clause 17 above, the Scheme shall become null and void and in such event no rights or liabilities whatsoever shall accrue to or be incurred by the Transferor Company and the Transferee Company. In such an event, Transferor Company and Transferee Company shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme unless otherwise mutually agreed.

21 COSTS, CHARGES & EXPENSES

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

***

CERTIFIED TRUE COPY
For HINDUJA GLOBAL SOLUTIONS LIMITED
12-02-2018
MAKARAND D. DEWAL
COMPANY SECRETARY