HCL TECHNOLOGIES LTD.
Corporate Identity Number: L74140DL1991PLC046369
Technology Hub, Special Economic Zone
Plot No : 3A, Sector 126, NOIDA 201 304, UP, India.
T +91 120 6125000 F +91 120 4683030
Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.
www.hcltech.com
www.hcl.com

September 13, 2016

Mr. Girish Joshi

BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai – 400 001

Mr. Avinash Kharkar

National Stock Exchange of India Limited
Exchange Plaza, 5th Floor, Plot No. C/1, G Block
Bandra Kurla Complex, Bandra (East)
Mumbai – 400 051

Subject: Copies of the Notices of the Court convened meetings for approval of Scheme of Arrangement

Dear Sirs,

In compliance with the regulation 30 of the SEBI (Disclosure & Listing Obligations), Regulations, 2015. Enclosed please find herewith the copies of the following Notices of the Court convened meetings, sent to the Equity shareholders and Un-secured Creditors of HCL Technologies Limited ('Company'), for approval of Composite Scheme of Arrangement and Amalgamation amongst the HCL Technologies Limited, Geometric Limited and 3D PLM Software Solutions and their respective shareholders and creditors, to be held on October 4, 2016.

1. Notice of the Court convened meeting of the equity shareholders of the Company.
2. Notice of the Court convened meeting of the Un-secured Creditors of the Company.

This is for your information and records.

Thanking you,

Yours faithfully,
for **HCL Technologies Limited**

Manish Anand
Company Secretary

Encl. a/a

HCL TECHNOLOGIES LIMITED

Registered Office : 806, Siddharth, 96, Nehru Place, New Delhi - 110019
Tel No : +91 11 26444812; **Fax No:** +91 11 26436336
Corporate Identity Number : L74140DL1991PLC046369
Website : www.hcltech.com; **Email :**investors@hcl.com

COURT CONVENED MEETING OF THE EQUITY SHAREHOLDERS

COURT CONVENED MEETING:	
Day	Tuesday
Date	October 4, 2016
Time	10:00 am
Venue	Sri Satya Sai Auditorium, Bhishma Pitamah Marg, Lodhi Road, New Delhi-110003

INDEX

S. No.	Contents	Page No.
1	Notice of Court Convened Meeting of the Equity Shareholders of HCL Technologies Limited under the provisions of Sections 391 to 394 and other relevant provisions of the Companies Act, 1956 and any amendments thereto or re-enactments thereof	2
2	Explanatory Statement under Section 393 of the Companies Act, 1956, read with Section 102 of the Companies Act, 2013	5
3	Route Map to the meeting venue	16
4	Composite Scheme of Arrangement and Amalgamation amongst HCL Technologies Limited, Geometric Limited, 3D PLM Software Solutions Limited ("Transferee Company") and their respective shareholders and creditors under Sections 391 to 394 of the Companies Act, 1956, read with other relevant provisions of the Companies Act, 1956 and the Companies Act, 2013 as applicable	17
5	Fairness opinion dated April 1, 2016 issued by SBI Capital Markets Limited to the Board of Directors of HCL Technologies Limited	43
6	Copies of Observation Letter dated June 8, 2016 issued by BSE Limited and Observation Letter dated June 7, 2016 issued by National Stock Exchange of India Limited to HCL Technologies Limited	48
7	Complaints Reports dated May 26, 2016 submitted by HCL Technologies Limited to BSE Limited and National Stock Exchange of India Limited	50
8	Pre-Scheme of Arrangement and Amalgamation Shareholding Pattern of HCL Technologies Limited, Geometric Limited, 3D PLM Software Solutions Limited and Post-Scheme of Arrangement and Amalgamation Shareholding Pattern of HCL Technologies Limited and 3D PLM Software Solutions Limited	52
9	Form of Proxy	87
10	Attendance Slip	88

IN THE HIGH COURT OF DELHI
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY APPLICATION (M) NO. 100 of 2016
And
COMPANY APPLICATION No. 2947 of 2016

In the matter of the Companies Act, 1956 or any re-enactment thereof;

And

In the matter of Application under Sections 391 to 394 or any amendments to or re-enactment thereof;

And

In the matter of HCL Technologies Limited (Corporate Identity Number: L74140DL1991PLC046369), a company, incorporated under the Companies Act, 1956, having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi - 110019;

And

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

HCL Technologies Limited (Corporate Identity Number: L74140DL1991PLC046369),

a company, incorporated under the Companies Act, 1956,
having its registered office at 806, Siddharth,
96, Nehru Place, New Delhi - 110019. **…Applicant Company**

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

To,

The Equity Shareholders of HCL Technologies Limited (the "Applicant Company")

TAKE NOTICE that by an order dated August 3, 2016, as modified by order dated August 11, 2016, in the above mentioned Company Application (the **"Order"**), the High Court of Delhi has directed that a meeting of the equity shareholders of the Applicant Company be convened and held on Tuesday, October 4, 2016, at 10:00 a.m., at Shri Satya Sai Auditorium, Bhishma Pitamah Marg, Lodhi Road, New Delhi - 110003 for the purpose of considering and if thought fit, approving, with or without modification(s), the proposed composite scheme of arrangement and amalgamation amongst the Applicant Company, Geometric Limited, 3D PLM Software Solutions Limited (**"Transferee Company"**) and their respective shareholders and creditors (the **"Scheme"**) by passing the following resolutions, with or without modifications:

"RESOLVED THAT *pursuant to the provisions of Sections 391 to 394 and other applicable provisions of the Companies Act, 1956 and/or under the corresponding provisions of the Companies Act, 2013, the rules, circulars and notifications made thereunder (including any statutory modification or re-enactment thereof in force) as may be applicable, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Securities and Exchange Board of India Circular No. CIR/CFD/CMD/16/2015 dated November 30, 2015 read with, the observation letters issued by each of the BSE Limited and the National Stock Exchange of India Limited, dated June 8, 2016 and June 7, 2016, and relevant provisions of other applicable laws, and subject to the approval of the High Court of Delhi and the High Court of Judicature at Bombay, Competition Commission of India, Reserve Bank of India and such other approvals, sanctions and permissions of any governmental authorities as may be necessary (**"Governmental Authorities"**), the Composite Scheme of Arrangement and Amalgamation (the **"Scheme"**), amongst (i) HCL Technologies Limited, a public limited company incorporated under the Companies Act, 1956 having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi – 110019, (ii) Geometric Limited, a public limited company incorporated under the Companies Act, 1956 having its registered office at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079, (iii) 3D PLM Software Solutions Limited, a public limited company incorporated under the Companies Act, 1956 having its registered office at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079, and their respective shareholders and creditors, be and is hereby approved and agreed to, with/without any modifications and/or conditions, if any, which may be required and/or imposed and/or permitted by the High Court of Delhi and/or the High Court of Judicature at Bombay while sanctioning the Scheme, and/ or by any Governmental Authorities."*

*"**RESOLVED FURTHER THAT** for the purpose of giving effect to the above resolution and for removal of any difficulties or doubts, the Board of Directors of HCL Technologies Limited (hereinafter referred to as the **"Board"**, which term shall deem to include any of its committee or any person(s) which the Board may nominate or constitute to exercise its powers, including the powers conferred under this resolution), be and is hereby authorized to do all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary, expedient, usual or proper,*

and to settle any questions or difficulties or doubts that may arise, including passing of such accounting entries and /or making such adjustments in the books of accounts as considered necessary to give effect to the above resolution, including settling of any questions or difficulties arising under the Scheme or in regard to and of the meaning or interpretation of the Scheme or implementation thereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those, and to do all acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect or to carry out such modifications/directions as may be required and/or imposed and/or permitted by the High Court of Delhi and/or the High Court of Judicature at Bombay while sanctioning the Scheme, or by any Governmental Authorities, or to approve withdrawal (and where applicable, re-filing or modification) of the Scheme, respectively in accordance with the Scheme. Furthermore, the Board be and is hereby authorized to do all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary, expedient, usual or proper for or in connection to or incidental to any changes and/or modifications amendments, limitations and/or conditions suggested/required to be made in the Scheme or any condition suggested, required or imposed, whether by Securities and Exchange Board of India, the Competition Commission of India, the High Court(s), and/ or any other Governmental Authority, or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme."

TAKE FURTHER NOTICE that in pursuance of the said Order and as directed therein, a meeting of the equity shareholders of the Applicant Company will be held on Tuesday, October 4, 2016, at Shri Satya Sai Auditorium, Bhishma Pitamah Marg, Lodhi Road, New Delhi-110003, at 10.00 a.m., at which place, date and time you are requested to attend.

TAKE FURTHER NOTICE that you may attend and vote at the said meeting in person or through proxy or through authorized representative, provided that a proxy in the prescribed form, duly signed by you or your authorised representative, is deposited at the registered office of the Applicant Company, at 806, Siddharth, 96, Nehru Place, New Delhi - 110019, not later than 48 (forty eight) hours before the scheduled time of the commencement of the aforesaid meeting.

The High Court of Delhi, vide the Order, has appointed Mr. Rajat Wadhwa, Advocate, to be the Chairperson of the Court Convened Meeting or of any adjournment(s) thereof, and in his absence, Mr. Ranjit Singh Sahni, Advocate, as the Alternate Chairperson of the Court Convened Meeting or of any adjournment(s) thereof.

A copy of each of the Scheme, Explanatory Statement under Section 393 of the Companies Act, 1956, read with Section 102 of the Companies Act, 2013, Complaints Report, Observation Letters issued by the BSE Limited and the National Stock Exchange of India, the Fairness Opinion issued by SBI Capital Markets Limited, the Form of Proxy and the Attendance Slip are enclosed herewith.

Dated at this 24th of August, 2016



Chairperson appointed for the meeting

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

Notes:

1. Only registered equity shareholders of the Applicant Company may attend and vote (either in person or by proxy) at the said equity shareholders meeting. **A REGISTERED EQUITY SHAREHOLDER OF THE APPLICANT COMPANY ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HIMSELF AND SUCH PROXY NEED NOT BE A MEMBER OF THE APPLICANT COMPANY.** In accordance with Rule 70 of the Companies (Court) Rules, 1959, proxies, in order to be effective, must be in the prescribed form/authorization duly signed by the person entitled to attend and vote at the aforesaid meeting or by his authorised representative, and filed with the Applicant Company at its registered office, not later than 48 (forty eight) hours before the meeting. The form of proxy can be obtained free of charge at the registered office of the Applicant Company. A person can act as proxy on behalf of members not exceeding fifty and holding in the aggregate not more than ten percent of the total share capital of the Applicant Company carrying voting rights. A member holding more than ten per cent of the total share capital of the Applicant Company carrying voting rights may appoint a single person as proxy and such person shall not act as a proxy for any other person or shareholder. Also, a person who is a minor cannot be appointed as proxy. A blank proxy form is enclosed with this notice. All alterations made in the form of proxy should be initialed.

2. The quorum of the meeting of the equity shareholders of the Applicant Company shall be 100 (hundred) equity shareholders in number and more than 25% in value of the total equity share capital of the Applicant Company, present in person or through proxy. In case the quorum as noted above for the meeting is not present, then the meeting shall be adjourned by half an hour, and thereafter the persons present and voting shall be deemed to constitute the quorum.

3. The authorized representative of a body corporate which is a equity shareholder of the Applicant Company may attend and vote at the said meeting provided a certified true copy of the resolution of the board of directors or other governing body of the body corporate authorizing such representative to attend and vote at the said meeting is deposited at the registered office of the Applicant Company at least 48 (forty eight) hours before the time fixed for the meeting. Further, the authorized representative and any persons voting by proxy are requested to carry a copy of valid proof of identity at the meeting.

4. The equity shareholders are requested to hand over the enclosed Attendance Slip, duly signed in accordance with their specimen signature(s) registered with the Applicant Company/Depository Participant(s) for admission to the meeting hall.

5. Registered equity shareholders who hold shares in dematerialized form are requested to bring their Client ID and DP ID for easy identification.

6. Registered equity shareholders are informed that in case of joint holders attending the meeting, only such joint holder whose name stands first in the register of members of the Applicant Company/list of beneficial owners as received from National Securities Depository Limited/ Central Depository Services (India) Limited in respect of such joint holding, will be entitled to vote.

7. The Notice convening the aforesaid meeting will be published through advertisement in the Delhi edition of the "Financial Express" in English language and translation thereof in the Delhi edition of "Navbharat Times" in Hindi language, having wide circulation in the district where the registered office of the Applicant Company is situated.

8. In terms of the Order, the Applicant Company has been directed not to provide its equity shareholders with the facility to exercise their right to vote by electronic means. Accordingly, equity shareholders may cast their votes only through the facility of voting through ballot paper made available at the meeting.

9. Route Map of the venue of the meeting is given at the end of the Explanatory Statement.

Encl: As above

IN THE HIGH COURT OF DELHI
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY APPLICATION (M) NO. 100 of 2016
And
COMPANY APPLICATION No. 2947 of 2016

In the matter of the Companies Act, 1956 or any re-enactment thereof;

And

In the matter of Application under Sections 391 to 394 or any amendments to or any re-enactment thereof;

And

In the matter of HCL Technologies Limited (Corporate Identity Number: L74140DL1991PLC046369), a company, incorporated under the Companies Act, 1956, having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi - 110019;

And

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

HCL Technologies Limited (Corporate Identity Number: L74140DL1991PLC046369),

a company, incorporated under the Companies Act, 1956,
having its registered office at 806, Siddharth,
96, Nehru Place, New Delhi - 110019. **...Applicant Company**

EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956 READ WITH SECTION 102 OF THE COMPANIES ACT, 2013 TO THE NOTICE OF THE COURT CONVENED MEETING OF THE EQUITY SHAREHOLDERS OF HCL TECHNOLOGIES LIMITED

1. Pursuant to an order dated August 3, 2016, as modified by order dated August 11, 2016, passed by the High Court of Delhi, in Company Application (M) No. 100 of 2016 and Company Application No. 2947 of 2016 (**"Order"**), a meeting (**"Court Convened Meeting"**) of the equity shareholders of HCL Technologies Limited (the **"Applicant Company"**) is being convened on Tuesday, October 4, 2016, at Shri Satya Sai Auditorium, Bhishma Pitamah Marg, Lodhi Road, New Delhi -110003, at 10.00 a.m. for the purpose of considering, and if thought fit, approving, with or without modification, the composite scheme of arrangement and amalgamation amongst Geometric Limited (the **"Demerged Company"/"Transferor Company"**), the Applicant Company, 3D PLM Software Solutions Limited (**"Transferee Company"**) and their respective shareholders and creditors pursuant to Sections 391 to 394 of the Companies Act, 1956, and other relevant provisions of the Companies Act, 1956 and the Companies Act, 2013 as applicable, (the **"Scheme"**). The Scheme, inter alia, provides that (a) the IT enabled engineering services, product lifecycle management services and engineering design productivity software tools business of the Demerged Company shall be transferred to the Applicant Company by way of a demerger; and (b) immediately following the demerger, the remaining undertaking of the Demerged Company comprising its shareholding in the Transferee Company, shall be amalgamated with the Transferee Company. The Scheme also provides for various other matters consequential to or otherwise integrally connected with the above. A copy of the Scheme which has been, inter alia, approved by the Audit Committee and the Board of Directors of the Applicant Company at their respective meetings held on April 1, 2016, is enclosed as **Annexure 1**.

2. In terms of the said Order, the quorum for the Court Convened Meeting shall be 100 (hundred) equity shareholders in number and 25% (twenty five per cent) in value of the total equity share capital of the Applicant Company present in person or through proxy. In case the quorum as noted above for the meeting is not present, then the meeting shall be adjourned by half an hour, and thereafter the persons present and voting shall be deemed to constitute the quorum. Further, in terms of the said Order, the High Court of Delhi has appointed Mr. Rajat Wadhwa, Advocate, to be the Chairperson of the Court Convened Meeting or of any adjournment(s) thereof, and in his absence, Mr. Ranjit Singh Sahni, Advocate, as the Alternate Chairperson of the Court Convened Meeting or of any adjournment(s) thereof.

3. In terms of the Order, the Applicant Company has been directed not to provide its equity shareholders with the facility to exercise their right to vote by electronic means. Accordingly, equity shareholders may cast their votes only through the facility of voting through ballot paper made available at the meeting.

4. This statement explaining the terms of the Scheme is being furnished as required under Section 393 of the Companies Act, 1956, read with Section 102 of the Companies Act, 2013.

5. If the entries in the books/registers of the Applicant Company in relation to the number of the shares are disputed, the Chairperson shall determine the number for the purposes of the Court Convened Meeting and his decision in that behalf shall be final.

Particulars of the Applicant Company

6. The Applicant Company is a public limited company incorporated on November 12, 1991 under the Companies Act, 1956 having its

registered office at 806, Siddharth, 96, Nehru Place, New Delhi - 110019. The Applicant Company was incorporated on the November 12, 1991 under the name and style of HCL Overseas Limited under the provisions of the Companies Act, 1956 in the name of HCL Overseas Limited vide Certificate of Incorporation bearing No. 55-46369. The Applicant Company was issued the Certificate for Commencement of Business from the Registrar of Companies on February 10, 1992. Subsequently, in the year 1994, the name of the Applicant Company was changed to HCL Consulting Limited and a fresh Certificate of Incorporation consequent on change of name dated July 14, 1994, was issued by the Registrar of Companies. Thereafter in the year 1999, the name of the Applicant Company was again changed to its present name i.e. HCL Technologies Limited and a fresh certificate of incorporation was issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana on October 6, 1999. The corporate identity number of the Applicant Company is L74140DL1991PLC046369. The equity shares of the Applicant Company are listed on the BSE Limited and the National Stock Exchange of India Limited.

7. The authorized, issued, subscribed and paid-up capital of the Applicant Company as on August 21, 2016 is as under:

Particulars	**Rupees**
Authorised Capital	
150,00,00,000 equity shares of INR 2 each	300,00,00,000
Total	**300,00,00,000**
*Issued, Subscribed and Paid-up**	
141,09,11,594 equity shares of INR 2 each fully paid-up	282,18,23,188
Total	**282,18,23,188**

** As of April 1, 2016, the issued, subscribed and paid up share capital of the Applicant Company included 141,03,81,314 equity shares which were fully paid up.*

Pursuant to allotment of 1,78,800 equity shares on April 14, 2016, 1,96,240 equity shares on May 31, 2016, 84,040 equity shares on July 21, 2016 and 71,200 equity shares on August 16, 2016 due to exercise of employee stock options, the issued, subscribed and paid up capital of the Applicant Company as on August 21, 2016 is Rs. 2,82,18,23,188 comprising 1,41,09,11,594 equity shares of Rs. 2 each.

8. The Applicant Company is primarily engaged in the business of providing IT services, IT infrastructure services, applications services and business process related services. The objects, as stated in the Memorandum of Association, are set out hereunder:

"1. To develop, provide, undertake, design, import, export, distribute and deal in systems and application software for microprocessor based information systems, offshore software development projects, software project consultancy, development of computer languages and allied computer services and to own and/or operate data processing and service bureau centres in India and abroad and to perform all types of software-led IT Solutions, remote infrastructure management services, business process outsourcing including, but not limited to digital solutions, software as a service, cloud computing, engineering, research and development services, network and network security, data center management, client server services, IT enabled services, IT help desk services and any and all allied activities and/ or technological evolutions of any of the above.

2. To advise and render services like staff and management recruitment, training and placements, technical analysis of data, electronic data processing, preparation of project reports, surveys and analysis for implementation of project and their progress review, critical path analysis, organisation and methods studies and other economic, mathematical, statistical, scientific and modern management techniques and to establish and render any and all consultancy and other services of professional and technical nature and to undertake assignments, jobs and appointments.

3. To carry on in India or elsewhere all or any of the business or businesses of designers, assemblers and manufacturers of, dealers in, distributors, representatives, agents, hirers, and leasing and/or under hire purchase of all kinds of information technology assets, hardware, electronic and other devices, computers, accessories thereof and peripherals, any other articles, products, by-products, materials, appliances, apparatus and substitutes thereof. "

Particulars of the Demerged Company

9. The Demerged Company is a public limited company incorporated on March 25, 1994 under the Companies Act, 1956. The Demerged Company was incorporated as a private limited company under the name 'Geometric Software Services Company Private Ltd.' having registered office at Plant 19-A, Phirojshanagar, Vikhroli (West), Bombay 400079. Thereafter, it became a deemed public limited company with effect from September 27, 1994 and the word 'private' was deleted and the name of the Demerged Company was changed to 'Geometric Software Services Company Limited'. Thereafter, pursuant to the issue of the fresh certificate of incorporation consequent on change of name dated August 20, 1998, the name was changed from 'Geometric Software Services Company Limited' to 'Geometric Software Solutions Company Limited'. On January 10, 2000, the Demerged Company became a public limited company from a deemed public limited company under Section 43A of the Companies Act, 1956 subsequent to the initial public offer undertaken by the Demerged Company in January 2000. The name of the Demerged Company continued to be 'Geometric Software Solutions Company Limited' pursuant to the issue of certificate of change of name dated January 10, 2000. Thereafter, pursuant to a fresh certificate of incorporation consequent upon change of name dated October 15, 2007, the name of the Demerged Company was changed from 'Geometric Software Solutions Company Limited' to its present name i.e. 'Geometric Limited'. At present the registered office of the Demerged Company is at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai - 400079. The corporate identity number of the Demerged Company is L72200MH1994PLC077342. The equity shares of the Demerged Company are listed on the BSE Limited and the National Stock Exchange of India Limited.

10. The Demerged Company is primarily engaged in the business of IT enabled engineering services, product lifecycle management services and engineering design productivity software tools. The objects, as stated in the Memorandum of Association, are set out hereunder:

"1. To design, develop, market and support software particularly in the field of Computer Aided Design and Computer Aided Manufacture

and to provide services such as designing and developing of customised solutions in the field of Computer Aided Manufacture, Computer Aided Design, Modelling, Geometry, Machining, Drafting, Drawing, Interfacing with other software on a project and / or contract basis.

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

11. The share capital structure of the Demerged Company, as on April 1, 2016, is as under:

Particulars	**Rupees**
Authorized Capital	
8,00,00,000 equity shares of Rs. 2 each	16,00,00,000
Total	**16,00,00,000**
Issued, Subscribed and Paid-up*	
6,50,30,414 equity Shares of Rs. 2 each fully paid up	13,00,60,828
Total	**13,00,60,828**

**After considering the outstanding ESOPs the issued share capital on a fully diluted basis is 6,72,54,346 equity shares of Rs. 2 each.*

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

Between June 10, 2016 and July 31, 2016 the issued and paid up capital of the Demerged Company remained the same i.e. 65,242,694 equity shares of Rs. 2/- each fully paid-up. However, pursuant to further cancellation of 112,650 ESOPs, the fully diluted capital as on July 31, 2016 is 66,993,946 equity shares of Rs. 2/- each.

Particulars of the Transferee Company

12. The Transferee Company is an unlisted public limited company incorporated under the Companies Act, 1956. The Transferee Company was incorporated on December 14, 2001 in the name 'PLM Software Solutions Ltd.' under the provisions of the Companies Act, 1956. Subsequently, on January 28, 2002, it changed its name to its present name i.e. '3D PLM Software Solutions Ltd.' The present registered office of the Transferee Company is at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079. The corporate identity number of the Transferee Companny is U72900MH2001PLC134244. The Demerged Company holds 58% of the share capital of the Transferee Company. The share capital structure of the Transferee Company as on April 1, 2016 is as under:

Particulars	**Rupees**
Authorised Capital	
27,00,000 equity shares of Rs. 10 each	2,70,00,000
3,00,000 Class 'A' and Class 'B' Equity Shares of Rs.10 each with differential voting rights	30,00,000
Total	**3,00,00,000**
Issued, Subscribed and Paid-up	
13,73,246 equity shares of Rs, 10 each fully paid	1,37,32,460
72,965 Class 'A' Equity Shares of Rs. 10 each fully paid	7,29,650
1,05,989 Class 'B' Equity Shares of Rs 10 each fully paid	10,59,890
Total	**1,55,22,000**

The Demerged Company holds 9,00,200 shares representing 58% of the paid-up share capital of the Transferee Company. Dassault Systemes, a company incorporated under the laws of France along with Dassault Systemes Americas Corp owns 42% of the Transferee Company.

13. The Transferee Company is primarily engaged in the business of providing the following services: (i) developing software and other products and providing software solution services software services; (ii) providing professional, consulting and shared services (i.e. processing centre services). The objects, as stated in the Memorandum of Association, are set out hereunder:

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

Description and Rationale for the Scheme

14. The Scheme, *inter alia*, provides that (a) the IT enabled engineering services, product lifecycle management services and engineering design productivity software tools business of the Demerged Company (**"Demerged Business Undertaking"**) shall be transferred to the Applicant Company by way of a demerger (**"Demerger"**); and (b) immediately following the Demerger, the remaining undertaking of the Demerged Company comprising its shareholding in the Transferee Company, shall be amalgamated with the Transferee Company (**"Amalgamation"**). The Scheme also provides for various other matters consequential to or otherwise integrally connected with the above. In consideration for the Demerger, the Applicant Company proposes to issue equity shares to the equity shareholders of the Demerged Company based on the share

entitlement ratio set out here.

15. The Demerger of the Demerged Business Undertaking from the Demerged Company into the Applicant Company and the merger of the Demerged Company with the Transferee Company is sought to be undertaken to help in achieving the following:

(i) In relation to the Demerger

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

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

(ii) In relation to the Amalgamation

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

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

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

Corporate Approvals

16. The proposed Scheme was placed before the Audit Committee of the Applicant Company at its meeting held on April 1, 2016. The Audit Committee of the Applicant Company took into account the fairness opinion, dated April 1, 2016, provided by SBI Capital Markets Limited, an independent merchant banker ("Fairness Opinion"), and the valuation report dated April 1, 2016 prepared by SSPA & Co., independent chartered accountants, appointed for this purpose by the Applicant Company. A copy of the Fairness Opinion is enclosed as **Annexure 2**. On the basis of its evaluation and independent judgment, the Audit Committee has approved and recommended the Scheme to the Board of Directors of the Applicant Company.

17. The Board of Directors of the Applicant Company, at their meeting dated April 1, 2016 took into account the Fairness Opinion, the Valuation Report and the independent recommendations of the Audit Committee. Based on these documents and after considering the Scheme, the Board of Directors of the Applicant Company had, at its meeting held on April 1, 2016, approved the Scheme.

18. Separately, the Board of Directors of the Demerged Company has, at its meeting held on April 1, 2016, approved the Scheme and the Board of Directors of the Transferee Company has, at its meeting held on April 1, 2016 approved the Scheme.

Salient Features of the Scheme

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

Definitions

(i) Unless specifically defined herein below, capitalised terms used herein below, shall have the meaning ascribed to such terms in the Scheme.

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

(b) **"Appointed Date"** means the opening hours of business on March 31, 2016;

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

(d) **"Board of Directors"** or "Board" shall mean the board of directors or any committee thereof, of the Demerged Company, the Applicant Company and the Transferee Company as the context may require;

(e) **"DS Support Undertaking"** means the deed dated April 1, 2016 by and between Dassault Systemes, Dassault Systemes Americas Corp, the Transferee Company and the Demerged Company;

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

(A) all assets and properties, wherever situated, whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, including all fixed and current assets, all lands (whether leasehold or freehold), benefits and interests of rental agreements for lease or licence of premises, buildings, warehouses, offices, capital work in progress, furniture, fixtures, computers, vehicles, office equipment, furnishings, appliances, accessories, goods, utilities, installations and other tangible property of every kind, nature and description, and all other assets including all items as recorded in the fixed assets register relating to the Demerged Business Undertaking including the immovable properties disclosed in Schedule 1 of the Scheme, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, power lines, electricity and other services,

provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Business Undertaking;

(B) direct and indirect overseas subsidiaries and branch offices as disclosed in Schedule 2 of the Scheme;

(C) investments (other than the Remaining Undertaking), cash, cash equivalent, bank accounts (including bank balances, financial assets, insurances, provisions, funds, equipments, book debts and debtors and any related capitalized items and other tangible property of every kind, nature and description, share of any joint assets, benefits of any bank guarantee, performance guarantee and any letter of credit and all other assets pertaining to the Demerged Business Undertaking;

(D) all permits, quotas, rights, entitlements, licenses, municipal permissions, approvals, consents, privileges, bids, tenders, letters of intent, expressions of intent, memoranda of understanding, or similar instruments, consent, subsidies, benefits including Tax benefits, exemptions, all other rights including tax deferrals and other benefits, lease rights, licenses, powers and facilities of every kind pertaining to the Demerged Business Undertaking;

(E) all earnest moneys and/or security deposits and/or advances paid by the Demerged Company in connection with or relating to the Demerged Business Undertaking and benefit of any deposits;

(F) all existing employees of the Demerged Company as on the Effective Date;

(G) all rights in intellectual property (whether owned, licensed or otherwise, whether registered or unregistered) used in relation to the Demerged Business Undertaking including the Geometric logo and trademark, and all other trade names, service names, trade marks, brands, copyrights, designs, know-how and trade secrets, patents, along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations and all such other industrial or intellectual rights of whatsoever nature and advantages of whatever nature in connection with the above save and except any intellectual property listed in Schedule 4 of the Scheme;

(H) all lease agreements, leave and license agreements, and all contracts and arrangements in any form relating to the Demerged Business Undertaking (including the contracts with customers of the Demerged Business Undertaking and the DS Support Undertaking), including contracts pertaining to units in special economic zones, software technology parks of India, customers, vendors, benefits of all contracts, agreements, arrangements and all other interests in connection therewith whether registered or not registered;

(I) all books, records, files, papers, engineering and process information, software, licences for software, algorithms, programs, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Demerged Business Undertaking;

(J) all the Liabilities of the Demerged Company whether or not relating to the period before or after the Appointed Date, including liabilities on account of and relating to Tax, employees provident fund, employees state insurance and gratuity contributions and liabilities arising out of disclosures made to the Resulting Company in terms of the Framework Agreement, but excluding the Other Liabilities and Liabilities of or pertaining to the Transferee Company;

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

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

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

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

(i) **"ESOP Plans"** shall mean the ESOP Scheme 2009 – Employees, ESOP Scheme 2011, ESOP Scheme 2013 – Employees, ESOP Scheme 2013 – Directors and ESOP Scheme 2015 of the Demerged Company;

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

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

(l) **"Liabilities"** means liabilities, borrowings, claim, a notice of assertion, demand, loans, debts or other obligations of any kind or nature, whether known or unknown, present or future, absolute, accrued, contingent, liquidated, unliquidated or otherwise, due or to become

due or otherwise and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP as applicable to the relevant entity;

(m) **"Other Liabilities"** means liabilities arising on account of the following: (A) failure, if any, by the Demerged Company to file returns or forms or comply with the erstwhile or current Listing Agreement with the Stock Exchanges, the SEBI Act, 1992, the Act, Foreign Exchange Management Act, 1999 (except relating to compliance thereof for the overseas investments made by the Demerged Company which are part of the Demerged Business Undertaking) and the rules and regulations issued under each of the aforesaid from time to time; (B) failure, if any, by the Demerged Company to maintain registers or records as required under the Act; (C) liabilities which have arisen or accrued as of the date of execution of the Framework Agreement and are known to the Demerged Company but have not been disclosed to the Applicant Company in terms of the Framework Agreement; and (D) Lliabilities of or pertaining to the Remaining Undertaking;

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

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

(p) **"Remaining Undertaking"** means 900,200 shares representing 58% of the paid up capital held by the Demerged Company in the Transferee Company;

(q) **"SEBI"** means the Securities and Exchange Board of India;

(r) **"SEBI Circular"** means SEBI Circular no. CIR/CFD/CMD/16/2015 dated November 30, 2015, and shall include any statutory modifications, re-enactment or amendments thereof;

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

Operation of the Scheme

(ii) The Scheme shall come into operation from the Effective Date, but the same shall become effective from the Appointed Date.

Transfer of Demerged Business Undertaking

(iii) Chapter 2 Part 2 of the Scheme envisages the transfer and vesting of the Demerged Business Undertaking from the Demerged Company to the Applicant Company in the following manner:

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

(a) **Transfer of Assets:** Upon the Scheme becoming effective, with effect from the Appointed Date, the whole of the said assets, as aforesaid, of Demerged Business Undertaking, of whatsoever nature and wherever situated whether capable of passing by manual delivery and/or endorsement or otherwise however shall, under the provisions of Sections 391 and 394, without any further act or deed be transferred to and vested in and/or deemed to be transferred to and vested in the Applicant Company as a going concern so as to vest in, become and form part of the Applicant Company along with all the rights, claims, title and interest of the Applicant Company therein, subject to the provisions of the Scheme in relation to Encumbrances in favour of banks and/or financial institutions;

(b) **Transfer of liabilities:** Upon the Scheme becoming effective, with effect from the Appointed Date, all the Demerged Liabilities shall also, under the provisions of Sections 391 and 394 of the Act without any further act or deed be transferred or deemed to be transferred to the Applicant Company so as to become as and from the Appointed Date the debts, liabilities, duties, obligations of the Applicant Company and further that all the Demerged Liabilities incurred/contracted by the Demerged Company during the period commencing from the Appointed Date till the Effective Date shall be deemed to have been incurred/contracted by the Applicant Company and shall be deemed to be the Liabilities and obligations of the Applicant Company and further that it shall not be necessary to obtain consent of any Person in order to give effect to the provisions hereof. The Scheme shall not operate to enlarge the security of any loan, deposit or facility created by or available to Demerged Business Undertaking which shall vest in the Applicant Company by virtue of the Scheme, including for the avoidance of doubt and notwithstanding anything contained the Scheme, that no Encumbrances shall be extended to any of the assets of the Applicant Company;

(c) **Taxes and Taxation:** Upon the Scheme becoming effective, each of the Demerged Company and the Resulting Company are expressly permitted to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, 1961, central sales tax, applicable state value added tax, service tax laws, excise duty laws and other Tax laws, and to claim refunds and/or credit for Taxes paid (including, tax deducted at source, wealth tax, etc.) and for matters incidental thereto, if required, to give effect to the provisions of the Scheme;

(d) **Employees and Directors:** On the Scheme becoming effective, all employees of the Demerged Company who are employed in the Demerged Business Undertaking on the Effective Date (**"Transferred Employees"**), shall be deemed to have become employees of the Applicant Company with effect from the Appointed Date or their respective joining date, whichever is later, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Applicant Company shall not be less favorable than those applicable to them with reference to the Demerged Business Undertaking on the Effective Date. It is clarified that the CEO of the Demerged Company shall not be transferred to the Applicant Company as an employee but will provide consultancy services to the Applicant Company as per the terms of a consultancy agreement with the Applicant Company.

(e) **Employee Benefits:** On the Scheme becoming effective, the provident fund, gratuity fund, contribution towards employees state insurance, superannuation fund, retirement fund or any other special fund or trusts created or existing for the benefit of the Transferred Employees and Geometric Limited Excluded Employees Provident Fund Trust existing for the benefit of the past employees of the Demerged Company (**collectively referred to as the "Funds"**) shall be transferred to the similar Funds created by the Applicant Company and shall be held for their benefit pursuant to the Scheme or, at the Applicant Company's sole discretion, maintained as separate Funds by the Applicant Company. In the event that the Applicant Company does not have its own Funds in respect of any of the above, the Applicant Company may, subject to necessary approvals and permissions, continue to contribute to the relevant Funds of the Demerged Company, until such time that the Applicant Company creates its own Funds, at which time the funds and the investments and contributions pertaining to the Transferred Employees shall be transferred to the Funds created by the Applicant Company. It is clarified that the services of the employees of the Demerged Business Undertaking will be treated as having been continuous and not interrupted for the purpose of the said fund or funds.

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

On and from April 1, 2016, the Demerged Company shall not bring into effect any employee stock option plan (save for issuance of upto 2,223,932 equity shares pursuant to options that have already been granted under the ESOP Plans), issue or enter into any agreements/arrangements for issuance of employee stock options or grant any options. Simultaneously on receipt of the Sanction Orders, all employee stock options which have been granted under the ESOP Plans and are valid and subsisting shall stand accelerated in accordance with the terms of the respective ESOP Plans.

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

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

(g) **Contracts, Deeds, etc.:** Notwithstanding anything to the contrary contained in the contract, deed, bond, agreement or any other instrument, upon the coming into effect of the Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature and subsisting or having effect on the Effective Date and relating to the Demerged Business Undertaking to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, shall continue in full force and effect against or in favour of the Resulting Company, and may be enforced effectively by or against the Resulting Company as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party thereto from inception.

(iv) With effect from the Appointed Date up to and including the Effective Date, the Demerged Company:

(a) shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Demerged Business Undertaking

and stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions of the Demerged Business Undertaking for and on account of, and in trust for, the Applicant Company;

(b) all profits or income arising or accruing in favour of the Demerged Company in relation to the Demerged Business Undertaking and all Taxes paid thereon or losses, expenditures arising or incurred by the Demerged Company in relation to the Demerged Business Undertaking shall, for all purposes, be treated as and deemed to be the profits or income, Taxes or losses, expenditures as the case may be, of the Applicant Company, except those specifically forming part of the Remaining Undertaking;

(c) any of the rights, powers, authorities, privileges, attached, related or pertaining to the Demerged Business Undertaking exercised by the Demerged Company shall be deemed to have been exercised by the Demerged Company for and on behalf of, and in trust for and as an agent of the Applicant Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Demerged Business Undertaking that have been undertaken or discharged by the Demerged Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Applicant Company;

(d) shall cause the business of the Demerged Business Undertaking (including making applications to any Appropriate Authority for the renewal of permits which have expired) to be conducted as a going concern in trust for the Applicant Company and in the ordinary course of business; and

(e) shall conduct its business in accordance with and not take any actions prohibited by the Framework Agreement.

(v) **Chapter 2 Part 3** of the Scheme provides that upon coming into effect of the Scheme and in consideration for the transfer and vesting of the Demerged Business Undertaking in the Applicant Company, the Applicant Company shall, without any further application or deed, issue and allot equity shares, credited as fully paid up, to all the equity shareholders of the Demerged Company whose names appear in the register of members of the Demerged Company as on the Record Date to be fixed in that behalf for the purpose of reckoning names of equity shareholders of the Demerged Company, in the following ratio:

"10 (ten) equity share of the Applicant Company of Rs. 2 (Rupees Two only) each, fully paid up to be issued for every 43 (forty three) Equity share of Rs. 2 (Rupees Two only) each held by equity shareholders of the Demerged Company" (the **"Share Entitlement Ratio"**).

(vi) **Chapter 3 Part 2** of the Scheme provides for the amalgamation of the Remaining Undertaking with the Transferee Company. In terms of the Scheme, with effect from the Appointed Date, the Transferor Company (after Demerger of the Demerged Business Undertaking) comprising the Remaining Undertaking including its properties and assets (whether movable tangible or intangible) of whatsoever nature including investments, shares, debentures, securities, licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives if any, benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax, credit for Minimum Alternate Tax, taxes deducted at source and all other rights, title, interest, contracts, consent, approvals or powers and liabilities, duties and obligations of every kind, nature and descriptions whatsoever shall under the provisions of Sections 391 to 394 of the Act and pursuant to the orders of the High Court or any other appropriate authority sanctioning the Scheme and without further act, instrument or deed, but subject to the Encumbrances (if any) affecting the same as on the Effective Date shall stand transferred and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties, assets and liabilities, duties and obligations of the Transferee Company.

Upon the Scheme becoming effective, the entire share capital of the Transferee Company held by the Transferor Company itself or through its nominees shall stand cancelled. In consideration of the Amalgamation, the Transferee Company shall issue and allot to each resident shareholder (including the ESOP Trust) of the Transferor Company and subject to approval by the Reserve Bank of India, to all non-resident shareholders of the Transferor Company, 1 (one) fully paid up redeemable preference shares of Rs. 68 each (the terms of which are provided in Clause 23.6 of the Scheme) in the Transferee Company for every 1 (one) fully paid up equity shares each of the Transferor Company.

Accounting Treatment

(vii) **Chapter 2 Part 3** of the Scheme also provides for the accounting treatment in the books of the Applicant Company as on the Appointed Date and upon the effectiveness of the Scheme as follows:

(a) The Applicant Company shall record all the assets and liabilities, pertaining to the Demerged Business Undertaking, at fair values.

(b) The Applicant Company shall credit to its share capital account, the aggregate face value of the equity shares issued by it pursuant to Clause 14.1 of the Scheme.

(c) The difference between the fair value and face value of shares pursuant to clause 14.1 of the Scheme shall be credited to securities premium account.

(d) The Fair value of the share issued by the Applicant Company pursuant to Clause 14.1 of the Scheme as reduced by the net assets of Demerged Business Undertaking acquired and recorded by the Applicant Company if surplus, shall be debited to Goodwill Account. In case of a deficit, the same shall be credited to Capital Reserve Account.

Scheme Conditional On

(viii) The Scheme is conditional upon and subject to:

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

(b) If required, the Competition Commission of India (or any appellate authority in India having appropriate jurisdiction) having either: (a) granted approval to the Scheme in form and substance acceptable to the Demerged Company only to the extent it does not impose any

onerous conditions on the Demerged Company or the Transferee Company or alters the terms and conditions of the ancillary documents (as such term is defined in the Framework Agreement) and the Applicant Company; or (b) been deemed to have granted approval to the Scheme through the expiration of time periods available for their investigation and any period of limitation for filing an appeal therefrom having elapsed;

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

(d) The Scheme being approved by the written consents or requisite majorities in number and value of such classes of Persons including the respective members and/or creditors of the Companies as may be directed by the relevant High Courts or any other competent authority, as may be applicable;

(e) The Scheme being sanctioned by the concerned High Court under Sections 391 to 394 of the Act;

(f) The fulfilment, satisfaction or waiver (as the case may be) of the conditions precedent under the Framework Agreement by the Applicant Company and the Demerged Company, in accordance with the terms thereof; and

(g) Certified copy of the Order of the High Courts sanctioning the Scheme being filed with the Registrars of Companies having jurisdiction over the Companies.

(ix) **Clause 33** of the Scheme also provides that during the period between the date of approval of the Scheme by its Board of Directors and upto and including the Effective Date, the Demerged Company shall not declare or pay any dividends.

(x) **Clause 36** of the Scheme also provides that in the event the Scheme does not come into effect by April 1, 2017, or such other date as mutually agreed by the Demerged Company and the Applicant Company (**"Long Stop Date"**), either of the Demerged Company or the Applicant Company may opt to terminate the Scheme and if required may file appropriate proceedings before the concerned High Court in this respect. Provided however, that the Demerged Company or the Applicant Company shall have the right to extend the Long Stop Date, once, by three (3) months if the Scheme does not come into effect on or prior to the Long Stop Date as a result of delays in receipt of any approvals required by the Applicant Company or the Demerged Company from the High Court, the Competition Commission of India, SEBI, the Reserve Bank of India or under the Hart-Scott-Rodino Antitrust Improvements Act, 1976 for the transactions contemplated under the Scheme and such approval(s) are reasonably likely to be received within such further three (3) month period; and provided, further, that the right to terminate the Scheme shall not be available to the Demerged Company or the Applicant Company if its failure to fulfill any obligation under the Scheme or the Framework Agreement shall have been the cause of, or shall have resulted in, the failure of the Effective Date to occur on or prior to the Long Stop Date.

The features set out above being only the salient features of the Scheme which are subject to the details set out in the Scheme, the members are requested to read the entire text of the Scheme (annexed herewith) to get fully acquainted with the provisions thereof and the rationale and objectives of the Scheme.

Approvals and Actions Taken in relation to the Scheme

20. The National Stock Exchange of India was appointed as the designated stock exchange by the Applicant Company for the purpose of coordinating with the SEBI, pursuant to the SEBI Circular. The Applicant Company has received observation letters regarding the Scheme from BSE Limited on June 8, 2016 and from National Stock Exchange of India Limited on June 7, 2016. In terms of the observation letters of BSE Limited and National Stock Exchange of India Limited, dated June 8, 2016 and June 7, 2016 respectively, BSE Limited and National Stock Exchange of India Limited conveyed their no adverse observations/no objection for filing the Scheme with the High Courts. Copies of the observation letters dated June 8, 2016 received from BSE Limited and dated June 7, 2016 from National Stock Exchange of India Limited are enclosed as **Annexures 3** and **4** respectively.

21. The Scheme was filed by the Applicant Company with the High Court of Delhi on July 2, 2016 and the Scheme was filed by the Demerged Company with the High Court of Judicature at Bombay on June 10, 2016.

22. As required by the SEBI Circular, the Applicant Company has filed the Complaints Report with BSE Limited and with National Stock Exchange of India Limited on May 26, 2016. This report indicates that the Applicant Company received nil complaints. A copy of the complaints report filed with BSE Limited and National Stock Exchange of India Limited dated May 26, 2016 is enclosed as **Annexure 5**.

Other Matters

23. Sequentially the Scheme shall come into effect Chapter-wise i.e. Chapter 2 (the Demerger) shall be given effect to first, followed by Chapter 3 (amalgamation of the Demerged Company with the Transferee Company) of the Scheme.

24. The financial position of the Applicant Company will not be adversely affected by the Scheme. The Applicant Company will be able to meet and pay its debts as and when they arise and become due in the ordinary course of business. The rights and interests of the members and the creditors (secured and unsecured) of the Applicant Company will not be prejudiced by the Scheme.

25. No investigation proceedings have been instituted or are pending in relation to the Applicant Company under Sections 210 to 229 of Chapter XIV of the Companies Act, 2013 or under the corresponding provisions of the Companies Act, 1956. No winding up petitions have been admitted or filed against the Applicant Company.

26. The details of the present directors of the Applicant Company are as follows:

S. N.	Name of Director	Designation	Date of Appointment	Age (years)
1	Mr. Sivaprasad Sivasubramaniam Nadar	Chairman & Chief Strategy Officer	January 11, 1993	71
2	Ms. Roshni Nadar Malhotra	Director	July 29, 2013	34
3	Mr. Amal Ganguli	Director	May 8, 2003	76
4	Mr. Keki Minoo Mistry	Director	April 15, 2013	61

S. N.	Name of Director	Designation	Date of Appointment	Age (years)
5	Mr. Ramanathan Srinivasan	Director	April 19, 2011	70
6	Ms. Robin Ann Abrams	Director	September 13, 1999	65
7	Mr. Sudhindar Krishan Khanna	Director	November 3, 2011	63
8	Mr. Subramanian Madhavan	Director	January 15, 2013	59
9	Dr. Sosale Shankara Sastry	Director	July 24, 2012	60
10	Mr. Thomas Sieber	Director	October 17, 2015	54
11	Ms. Nishi Vasudeva	Director	August 1, 2016	60

27. The details of the present directors of the Demerged Company are as follows:

S. N.	Name of Director	Designation	Date of Appointment	Age (years)
1.	Mr. Jamshyd Godrej	Director	March 25, 1994	67
2.	Mr. Manu Parpia	Managing Director & CEO	April 8, 2015	66
3.	Mr. Milind Sarwate	Director	December 23, 2005	56
4.	Ms. Anita Ramachandran	Director	March 27, 2000	61
5.	Dr. Kyamas Palia	Director	March 26, 1994	70
6.	Mr. Ajay Mehra	Director	April 27, 2009	47
7.	Dr. Richard Riff	Director	April 14, 2005	68
8.	Mr. Marc Dulude	Director	November 24, 2014	55

28. None of the Directors, the Key Managerial Personnel (as defined under the Companies Act, 2013 and rules formed thereunder) of the Applicant Company and their respective relatives (as defined under the Companies Act, 2013 and rules formed thereunder) have any interest in the Scheme except as set out below.

The effect of the Scheme on the interests of the Directors and Key Managerial Personnel and their relatives, is not any different from the effect of the Scheme on other shareholders of the Applicant Company. The details of the shareholding of the Directors, Key Managerial Personnel and their relatives as on June 30, 2016 is as follows:

S. No	Name	No. of shares held in Applicant Company	No. of Shares held in Demerged Company
1	Mr. Sivaprasad Sivasubramaniam Nadar	368	Nil
2	Ms. Roshni Nadar Malhotra	348	Nil
3	Mr. Subramanian Madhavan	1500	Nil

The Promoter and the Promoter Group hold 60.38% shareholding in the Applicant Company and Mr. Sivaprasad Sivasubramaniam Nadar, along with his relatives (including Ms. Roshni Nadar Malhotra) are the Promoters of the Applicant Company. Barring this, none of the directors of the Applicant Company have any material personal interest in the Scheme.

29. The pre-Scheme shareholding patterns of the Applicant Company, Demerged Company and the Transferee Company are enclosed as **Annexures 6, 7** and **8** respectively. The post-Scheme shareholding pattern of the Applicant Company is enclosed as **Annexure 6**. The post-Scheme shareholding pattern of the Transferee Company is enclosed as **Annexure 8**.

30. The pre-Scheme capital structure of the Demerged Company is mentioned in paragraph 11 above. The Scheme provides that upon the coming into effect of the Scheme, the Demerged Company shall stand dissolved due to operation of the Scheme without winding-up, without any further act or deed.

31. In order to give effect to the Scheme, the parties have entered into various other transaction documents. These include the Framework Agreement between Demerged Company and the Applicant Company, the salient features of which are as under:

(i) The Framework Agreement contains various conditions precedent to the consummation of the transactions contemplated in the Scheme which include obtaining of relevant regulatory approvals, consents from relevant counterparties such as lenders and customers, amendments to certain contracts between the Demerged Company, Transferee Company and/ or Dassault Systemes, absence of any material adverse change with respect to the Demerged Company and Applicant Company, the representations and warranties in relation to the Demerged Company being true and correct, etc.;

(ii) In terms of the Framework Agreement, the Demerged Company has undertaken to conduct its business in the ordinary course pending completion of the transactions contemplated in the Scheme and has agreed to certain standstill provisions which are customary in transactions of such nature;

(iii) The Demerged Company and Applicant Company have agreed to certain procedural aspects in relation to filing of regulatory approvals required for the Scheme and for the completion of the transactions contemplated therein; and

(iv) The promoters of the Demerged Company and Applicant Company have agreed to exercise their voting rights in favour of the Scheme. The promoters of the Demerged Company have also agreed to provide certain representations, warranties and indemnities in relation

to the Demerged Company to the Applicant Company and to the Transferee Company/ Dassault Systemes. Similarly, Dassault Systemes, in its capacity as the joint venture partner of the Transferee Company has also agreed to vote in favour of the Scheme at any meeting of the shareholders of the Transferee Company and has given certain undertakings and consents in support of the consummation of the Scheme. Appropriate documents capturing the above have been executed between these parties. While the promoters of the Demerged Company have agreed to provide certain undertakings and indemnities as set out above, all shareholders of the Demerged Company (including its promoters) will receive the same consideration per share of the Demerged Company under the Scheme.

Inspection Documents

32. The copies of the following documents will be open for inspection by the members of the Applicant Company at its registered office at, 806, Siddharth, 96, Nehru Place, New Delhi – 110019 during business hours i.e. 10.00 a.m. to 01.00 p.m. on all working days except Saturdays, Sundays and public holidays, prior to the date of the meeting and at the venue of the meeting on Tuesday, October 4, 2016 at Shri Satya Sai Auditorium, Bhishma Pitamah Marg, Lodhi Road, New Delhi - 110003 from 10:00 a.m. upto the conclusion of the meeting:

    (i) Copies of the orders passed by the High Court of Delhi in Company Application (M) No. 100 of 2016, and Company Application No. 2947 of 2016, dated August 3, 2016 and August 11, 2016 directing the Applicant Company to convene the Court Convened Meeting;

    (ii) Copy of the Scheme;

    (iii) Copy of the Framework Agreement;

    (iv) Memorandum of Association and Articles of Association of the Applicant Company and the Demerged Company;

    (v) Annual reports of the Applicant Company for the last three financial years ended June 30, 2013, 2014 and 2015 and annual reports of the Demerged Company for the last three financial years ended March 31, 2013, 2014 and 2015;

    (vi) Copies of the audited financial statements of the Applicant Company for the period ended March 31, 2016, and of audited financial statements of the Demerged Company for the period ended March 31, 2016;

    (vii) Register of Directors' Shareholding of the Applicant Company;

    (viii) Copy of the fairness opinion, dated April 1, 2016, issued by SBI Capital Markets Limited to the Board of Directors of the Applicant Company;

    (ix) Copy of the complaints report, dated May 26, 2016, submitted by the Applicant Company to BSE Limited and National Stock Exchange of India Limited;

    (x) Copy of the Audit Committee Report dated April 1, 2016 of the Applicant Company;

    (xi) Copies of the resolutions passed by the respective Board of Directors of the Demerged Company and the Applicant Company dated April 1, 2016 approving the Scheme; and

    (xii) Copy of the no adverse observations/no-objection letters issued by BSE Limited dated June 8, 2016, and by National Stock Exchange of India Limited dated June 7, 2016, to the Applicant Company.

    This statement may be treated as an Explanatory Statement under Section 393 of the Companies Act, 1956 and Section 102 of the Companies Act, 2013.

    A copy of the Scheme, Explanatory Statement, Form of Proxy and Attendance Slip may be obtained free of charge during business hours i.e 10.00 a.m. to 5.00 p.m. from the registered office of the Applicant Company on all days (except Saturdays, Sundays and public holidays) and the same can also be downloaded from the website of the Company i.e. www.hcltech.com.

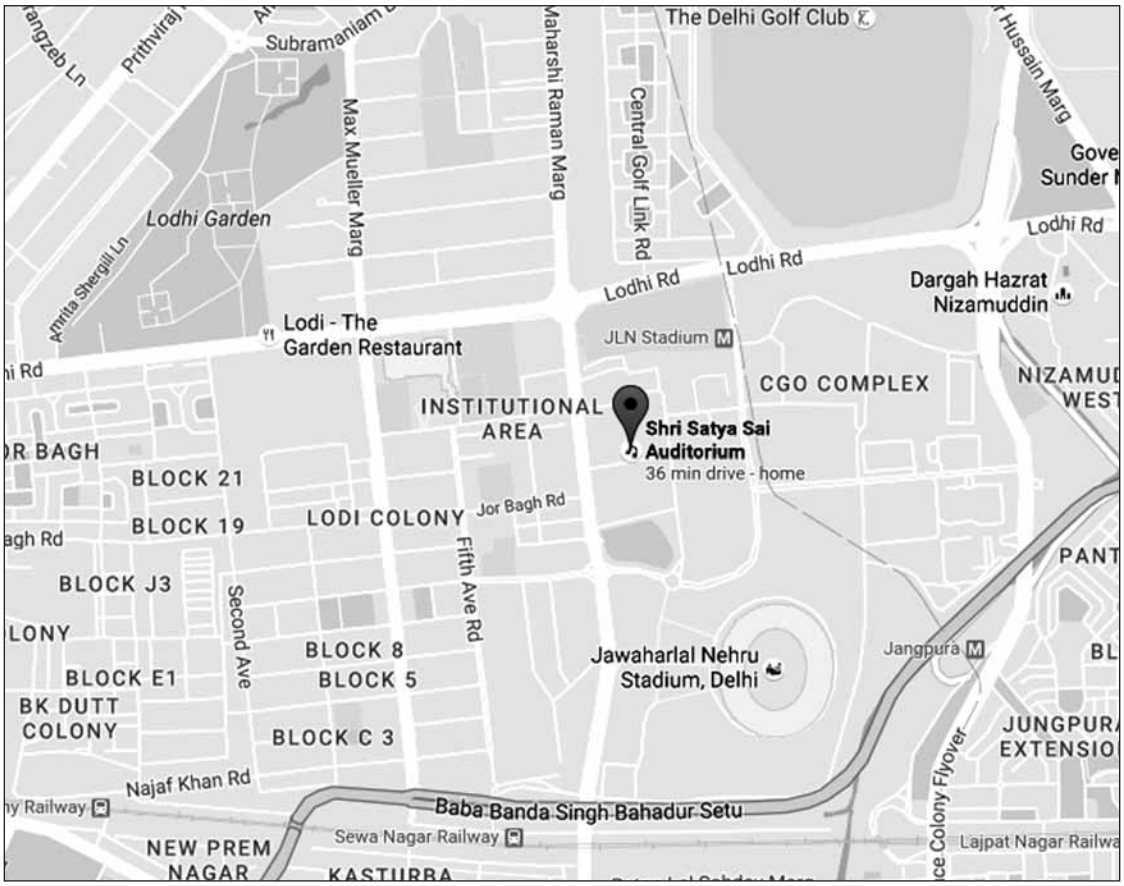
Dated at this 24th day of August, 2016



Chairperson appointed for the meeting

Registered Office:
HCL Technologies Limited
806, Siddharth, 96, Nehru Place, New Delhi - 110019, India

ROUTE MAP TO THE MEETING VENUE



ANNEXURE - 1

COMPOSITE SCHEME OF ARRANGEMENT AND AMALGAMATION

UNDER SECTION 391 READ WITH SECTION 394 OF THE COMPANIES ACT, 1956

AMONGST

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

AND

HCL TECHNOLOGIES LIMITED;
(HL or Resulting Company)

AND

3DPLM SOFTWARE SOLUTIONS LIMITED;
(GSL or Transferee Company)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

CHAPTER 1

(A) Background of Companies and Rationale

a) This Composite Scheme of Arrangement and Amalgamation (the **"Scheme"**) amongst GL (**"Demerged Company/Transferor Company"**), HL (**"Resulting Company"**) and GSL (**"Transferee Company"**) provides for(1) the transfer by way of a demerger of the Demerged Business Undertaking (defined below) of the Demerged Company to the Resulting Companyand consequent issue of equity shares by the Resulting Company to the shareholders of the Demerged Company (**"Demerger"**); (2) amalgamation of the Transferor Company (defined below) comprising the Remaining Undertaking (defined below) with the Transferee Company, in each casepursuant to the relevant provisions of the Companies Act, 1956 / Companies Act, 2013, as may be applicable following the Demerger (**"Amalgamation"**); and (3) various other matters consequential or integrally connected therewith including the reorganisation of the share capital of the Resulting Company and the Transferee Company, pursuant to Sections 391-394, Section 100 and other relevant provisions of the Companies Act, 1956 / Companies Act, 2013 as may be applicable, in the manner provided for in this Scheme and in compliance with the provisions of the Income Tax Act, 1961, including Sections 2(19AA) and 2(1B).

b) GL, a public limited company, incorporated on March 25, 1994under the Companies Act, 1956, has its registered office situated at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079in the State of Maharashtra. The equity shares of GL are listed on the BSE Limited and National Stock Exchange of India Limited (**"Stock Exchanges"**). GL is engaged only in the Demerged Business (as defined below) through the Demerged Business Undertaking (as defined below); and also holds 58% of the share capital of GSL (as defined below) which is engaged in the business of providing the following services only to DS and its affiliates: (i) developing software and other products and providing software solutions and software services; (ii) providing professional, consulting and shared services (i.e. processing centre services). GL does not conduct any business other than the Demerged Business and the Remaining Undertaking. GSL was incorporated on December 14, 2001 and has its registered office situated at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079 in the State of Maharashtra.GSL has a wholly owned subsidiary 3D PLM Global Services Private Limited. In addition to GSL, GL has the following subsidiaries, all of which are wholly owned, directly or indirectly, by GL and incorporated outside India:

(1) Geometric Europe GmbH,
(2) Geometric Americas Inc.,
(3) Geometric Asia Pacific Pte. Limited,
(4) Geometric GmbH,
(5) Geometric SRL,
(6) Geometric SAS and
(7) Geometric China Inc.

c) HL, a public limited company, incorporated in 1991under the Companies Act, 1956 has its registered office situated at 806, Siddharth, 96, Nehru Place, New Delhi, Delhiin the State of Delhi. The equity shares of HL are listed on the Stock Exchanges. HLis engaged in the business of providing IT services, IT Infrastructure services, applications services and business process related services.

d) HL is desirous of acquiring and GL is desirous of transferring the Demerged Business of GLto HLby way of a Demergerof the Demerged Business Undertaking in accordance with Sections 391 to 394 and/or other applicable provisions of the Act.

e) Immediately after the Demerger of the Demerged Business Undertaking to HL, the Transferor Company shall be merged with GSL such that the Transferor Company will stand dissolved due to operation of this Scheme without winding up.

f) The Demerger of the Demerged Business Undertakingfrom GLinto HLand the merger of GL with GSL is sought to be undertaken to help in achieving the following:

(i) in relation to the Demerger

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

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

(ii) in relation to the Amalgamation

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

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

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



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

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

(B) Chapters in the Scheme

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

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

1. GENERAL DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

"Companies" shall collectively mean HL, GL and GSL;

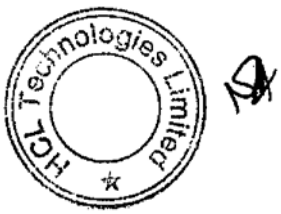
"Demerged Business" meansIT enabled engineering services, PLM services and engineering design productivity software tools;

"DemergedBusiness Undertaking" means all assets, undertakings, business, activities, operations and Liabilities of the Demerged Company, which shall include, without limitation, the following:

(a) all assets and properties, wherever situated, whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, including all fixed and current assets, all lands (whether leasehold or freehold), benefits and interests of rental agreements for lease or licence of premises, buildings, warehouses, offices, capital work in progress, furniture, fixtures, computers, vehicles, office equipment, furnishings, appliances, accessories, goods, utilities, installations and other tangible property of every kind, nature and description, and all other assets including all items as recorded in the fixed assets register relating to the Demerged Business including the immovable properties disclosed in **Schedule 1**, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, power lines, electricity and other services, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Business;

(b) direct and indirect overseas subsidiaries and branch offices as disclosed in **Schedule 2;**

(c) investments (other than the Remaining Undertaking), cash, cash equivalent, bank accounts (including bank balances, financial assets, insurances, provisions, funds, equipments, book debts and debtors and any related capitalized items and other tangible property of every kind, nature and description, share of any joint assets, benefits of any bank guarantee, performance guarantee and any letter of credit and all other assets pertaining to the Demerged Business;



(d) all permits, quotas, rights, entitlements, licenses, municipal permissions, approvals, consents, privileges, bids, tenders, letters of intent, expressions of intent, memoranda of understanding, or similar instruments, consent, subsidies, benefits including Tax benefits, exemptions, all other rights including tax deferrals and other benefits, lease rights, licenses, powers and facilities of every kind pertaining to the Demerged Business;

(e) all earnest moneys and/or security deposits and/or advances paid by the Demerged Company in connection with or relating to the Demerged Business and benefit of any deposits;

(f) all existing employees of the Demerged Company as on the Effective Date;

(g) all rights in intellectual property (whether owned, licensed or otherwise, whether registered or unregistered) used in relation to the Demerged Business including the Geometric logo and trademark, and all other trade names, service names, trade marks, brands, copyrights, designs, know-how and trade secrets, patents, along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrationsand all such other industrial or intellectual rights of whatsoever nature and advantages of whatever nature in connection with the above save and except any intellectual property listed in **Schedule 4;**

(h) all lease agreements, leave and license agreements, and all contracts and arrangements in any form relating to the Demerged Business (including the contracts with customers of the Demerged Business and the DS Support Undertaking), including contracts pertaining to units in special economic zones, software technology parks of India, customers, vendors, benefits of all contracts, agreements, arrangements and all other interests in connection therewith whether registered or not registered. For the avoidance of doubt it is clarified that the Framework Agreement and the following contracts between Geometric, Geometric Subsidiary and DS do not form part of the Demerged Business Undertaking: (a) amended and restated shareholders' agreement dated March 4, 2015; (b) amended and restated escrow agreement; (c) umbrella agreement dated September 16, 2008; (d) frame services agreement dated February 9, 2004; and (e) umbrella agreement for the 3DGS arrangement dated March 4, 2015;

(i) all books, records, files, papers, engineering and process information, software, licences for software, algorithms, programs, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Demerged Business;

(j) all the Liabilities of the Demerged Company whether or not relating to the period before or after the Appointed Date, including liabilities on account of and relating to Tax, employees provident fund, employees state insurance and gratuity contributions and liabilities arising out of disclosures made to the Resulting Company in terms of the Framework Agreement, but excluding the Other Liabilities and Liabilities of or pertaining to GSL;

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

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

"DS" means DassaultSystemes, a company incorporated under the laws of France, who along with DS Affiliate owns 42% of GSL;

"DS Affiliate" means DassaultSystemes Americas Corp, a Delaware corporation;

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

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

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

"Framework Agreement" shall mean the agreement dated April 1, 2016 executed between HL and GL dealing inter-aliawith the demerger of the Demerged Business Undertaking to HL;

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

"GSL" means 3DPLM Software Solutions Ltd., CIN No.: U72900MH2001PLC134244a company incorporated under the Companies Act, 1956, and having its registered office at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079, Maharashtra;

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



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

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

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

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

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

"Stock Exchanges" means BSE Limited and National Stock Exchange of India Limited;

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

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

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

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

CHAPTER 2

PART 1

3. DEFINITIONS:

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

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

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

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

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

"Other Liabilities" means:

(i) Liabilities arising on account of the following:

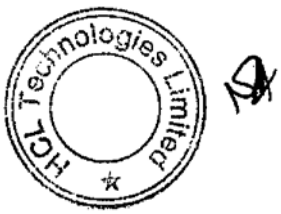
  (a) Failure, if any, by GL to file returns or forms or comply with the erstwhile or current Listing Agreement with the Stock Exchanges, the SEBI Act, 1992, the Act, Foreign Exchange Management Act, 1999 (except relating to compliance thereof for the overseas investments made by GL which are part of the Demerged Business Undertaking) and the rules and regulations issued under each of the aforesaid from time to time;

  (b) Failure, if any, by GL to maintain registers or records as required under the Act;

(ii) Liabilities which have arisen or accrued as of the date of execution of the Framework Agreementand are known to GL but have not been disclosed to HL in terms of the Framework Agreement; and

(iii) Liabilities of or pertaining to the Remaining Undertaking.

"Person" means any individual, partnership, joint venture, firm, corporation, company, association, trust or other enterprise (whether incorporated or not) or Government (central, state or otherwise), sovereign, or any agency, department, authority or political sub-division thereof, international organisation, agency or authority (in each case, whether or not having separate legal personality) and shall include



their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs;

4. SHARE CAPITAL

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

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

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

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

Particulars	Rupees
Authorised Capital	
1,500,000,000 equity shares of Rs.2each	3,000,000,000
Total	3,000,000,000
Issued, Subscribed and Paid-up	
1,414,068,010 equity shares of Rs.2each fully paid-up	2,828,136,020
Total	2,828,136,020

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

PART 2

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

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

5.1. TRANSFER OF ASSETS

5.1.1. Upon the Scheme becoming effective, with effect from the Appointed Date, the whole of the said assets, as aforesaid, of Demerged Business Undertaking, of whatsoever nature and wherever situated whether capable of passing by manual delivery and/or endorsement or otherwise however shall, under the provisions of Sections 391 and 394, without any further act or deed be transferred to and vested in and/or deemed to be transferred to and vested in the Resulting Companyas a going concern so as to vest in, become and form part ofthe Resulting Company along with all the rights, claims, title and interest of the Resulting Company therein, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

5.1.2. Without prejudice to clause 5.1.1, upon the Scheme becoming effective, with effect from the Appointed Date, all the moveable assets including cash, if any, of Demerged Business Undertaking, or otherwise capable of passing by manual delivery or by endorsement and delivery, shall be so delivered or endorsed as the case may be to the Resulting Company and shall become the property of the Resulting Company as an integral part of the Demerged Business Undertaking, to the end and intent that the ownership and property therein passes to the Resulting Company in pursuance of the provisions of Section 394 of the Act, without requiring any deed or instrument of conveyance for transfer of the same, subject to the provisions of this Scheme in

HCL Technologies Limited

relation to Encumbrances in favour of banks and/or financial institutions.

5.1.3. Without prejudice to clause 5.1.1, upon the Scheme becoming effective, with effect from the Appointed Date, in respect of the moveable properties of Demerged Business Undertaking other than specified in Clause 5.1.2 above and any intangible assets, including sundry debtors, loans, receivables, bills, credits, advances, if any, recoverable in cash or kind or for value to be received, bank balances and deposits, if any, with the government, semi-government, local and other authorities and bodies, companies, firm, individuals, trusts, etc., the same shall, on and from the Appointed Date, stand transferred to the Resulting Company to the end and intent that the right of the Demerged Company to recover or realize all such debts (including the debts payable by such Persons or depositors to the Demerged Company) stands transferred to the Resulting Company and that appropriate entries should be passed in their respective books to record the aforesaid change, without any notice or other intimation to such debtors(althoughthe Resulting Company may itself without being obliged and if it so deems appropriate at its sole discretion, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law, give notices in such form as it may deem fit and proper, to each Person, debtors or depositors, as the case may be, that pursuant to the High Courts having sanctioned the Scheme, the said debt, loan receivable, advance or deposit stands transferred and vested in the Resulting Company and be paid or made good or held on account of the Resulting Company as the Person entitled thereto.

5.1.4. In respect of such assets belonging to the Demerged Company and forming part of the Demerged Business Undertaking, other than those referred to in Clauses 5.1.2 and 5.1.3 above, the same shall, as more particularly provided in Clause 5.1.1 above, without any further act, instrument or deed, be demerged from the Demerged Company and stand transferred to and vested in and/or be deemed to be demerged from the Demerged Company and transferred to and vested in the Resulting Company upon the coming into effect of the Scheme and with effect from the Appointed Date pursuant to the provisions of Section 391-394 of the Act.

5.1.5. All cheques and other negotiable instruments, payment orders, electronic fund transfers (like NEFT, RTGS, etc.) received or presented for encashment which are in the name of the Demerged Company/Transferor Company (in relation to Demerged Business Undertaking) after the Effective Date shall be deemed to be in the name of the Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company or received through electronic transfers and the bankers of the Resulting Company shall accept the same. Similarly, the banker of the Resulting Company shall honour all cheques / electronic fund transfer instructions issued by the Demerged Company/Transferor Company (in relation to Demerged Business Undertaking) for payment after the Effective Date. If required, the bankers of the Demerged Company/ Transferor Company and/orthe Resulting Company shall allow maintaining and operating of the bank accounts (including banking transactions carried out electronically) in the name of the Demerged Company/Transferor Company by the Resulting Company in relation to the Demerged Business Undertaking for such time as may be determined to be necessary by the Resulting Company for presentation and deposition of cheques, pay order and electronic transfers that have been issued/ made in the name of the Resulting Company.

5.1.6. Without prejudice to the generality of the foregoing, upon the effectiveness of the Scheme, the Resulting Company shall be entitled to all the intellectual property and rights thereto of the Demerged Company in relation to the Demerged Business Undertaking. The Resulting Company may take such actions as may be necessary and permissible to get the same transferred and/or registered in the name of the Resulting Company.

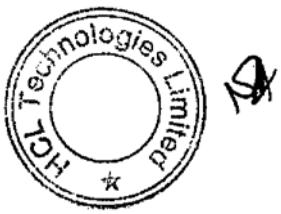
5.1.7. Any assets, acquired by the Demerged Company after the Appointed Date but prior to the Effective Date pertaining to the Demerged Business Undertaking shall upon the coming into effect of this Scheme also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in the Resulting Company upon the coming into effect of this Scheme.

6. TRANSFER OF LIABILITIES

6.1. Upon the Scheme becoming effective, with effect from the Appointed Date, all the Demerged Liabilitiesshall also, under the provisions of Sections 391 and 394 of the Act without any further act or deed be transferred or deemed to be transferred to the Resulting Company so as to become as and from the Appointed Date the debts, liabilities, duties, obligations of the Resulting Company and further that all the Demerged Liabilities incurred/contracted by the Demerged Company during the period commencing from the Appointed Date till the Effective Date shall be deemed to have been incurred/contracted by the Resulting Company and shall be deemed to be the Liabilities and obligations of the Resulting Companyand further that it shall not be necessary to obtain consent of any Person in order to give effect to the provisions of this Clause.

6.2. Where any of the loans raised and used, debts, liabilities, duties and obligations of the Demerged Company deemed to be transferred to the Resulting Company have been discharged by the Demerged Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Resulting Company.

6.3. Without prejudice to Clause 6.1, upon the coming into effect of the Scheme, all loans raised and used and all debts, liabilities, duties and obligations incurred by the Demerged Company for the operations of the Demerged Business Undertaking with effect from the Appointed Date and prior to the Effective Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for and on behalf of the Resulting Company, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Resulting Company and shall become the loans, debts, liabilities, duties and obligations of the Resulting Company.



6.4. The transfer and/or vesting of the properties as aforesaid shall be subject to the Encumbrances as on the Effective Date, if any, over or in respect of all the said assets or any part thereof of Demerged Business Undertaking to the extent that such Encumbrances relate to the Demerged Liabilities forming part of the Demerged Business Undertaking. In so far as the existing Encumbrances in respect of the Demerged Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the Demerged Business Undertaking which have been Encumbered in respect of the Demerged Liabilities as transferred to the Resulting Company pursuant to this Scheme. Provided that if any of the assets comprised in the Demerged Business Undertaking which are being transferred to the Resulting Company pursuant to this Scheme have not been Encumbered in respect of the Demerged Liabilities, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

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

6.5. Further, in so far as the assets comprised in the Demerged Business Undertaking are concerned, the Encumbrances over such assets relating to any loans, borrowings or debentures or other debts or debt securities which do not form part of the Demerged Liabilities, shall without any further act or deed be released from such Encumbrances and shall no longer be available as security in relation to such liabilities.

6.6. It is expressly provided that, save as mentioned in this Clause 6, no other term or condition of the Demerged Liabilities transferred to the Resulting Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

6.7. Without prejudice to the provisions of the foregoing clauses, upon the Scheme becoming effective, the Demerged Company/GSL and the Resulting Company shall execute all instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modifications of charge with the Registrar of Companies, to give formal effect to the above provisions, if required.

6.8. The provisions of this Clause 6 shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing to which the relevant Liability relates or the terms of sanction or issue or any security document, all of which instruments, deeds or writings shall stand modified by the foregoing provisions. Provided however that nothing in this Clause 6.8 shall modify the Framework Agreement.

7. TAXES AND TAXATION

7.1. Upon the Scheme becoming effective, each of the Demerged Company and the Resulting Company are expressly permitted to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, 1961, central sales tax, applicable state value added tax, service tax laws, excise duty laws and other Tax laws, and to claim refunds and/or credit for Taxes paid (including, tax deducted at source, wealth tax, etc.) and for matters incidental thereto, if required, to give effect to the provisions of the Scheme.

7.2. Any refund, under Taxation legislation due to the Demerged Companyin relation to the Demerged Business consequent to the assessment made on the Demerged Companywhether relating to the period before or after the Appointed Date shall also belong to and be received by the Resulting Company upon this Scheme becoming effective.

7.3. Without prejudice to the generality of the above, all benefits, incentives, losses, credits (including, without limitation in respect of income tax, tax deducted at source, wealth tax, service tax, excise duty, central sales tax, applicable state value added tax etc.) to which the DemergedCompany is entitled to in terms of Applicable Laws in relation to the Demerged Business, shall be available to and vest in the Resulting Company, upon this Scheme coming into effect.

7.4. Any refund or tax credit including under the Income Tax Act, 1961 due to the Demerged Company, which is pertaining to the business of the Demerged Business Undertaking consequent to the assessment made on the Demerged Company, and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date, shall also belong to and be received or credit availed, as the case may be, by the Resulting Company.

8. **EMPLOYEES**

8.1. On the Scheme becoming effective, all employees of the DemergedCompany who are employed in the Demerged Business Undertaking on the Effective Date (**"TransferredEmployees"**), shall be deemed to have become employees of the Resulting Company with effect from the Appointed Date or their respective joining date, whichever is later, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Resulting Company shall not be less favorable than those applicable to them with reference to the Demerged Business Undertaking on the Effective Date. It is clarified that the CEO of the Demerged Company shall not be transferred to the Resulting Company as an employee but will provide consultancy services to the Resulting Company as per the terms of a consultancy agreement with the Resulting Company.

8.2. It is expressly provided that, on the Scheme becoming effective, the provident fund, gratuity fund, contribution towards employees state insurance, superannuation fund, retirement fund or any other special fund or trusts created or existing for the benefit of



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

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

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

8.5. ESOPs

8.5.1. Details of the employee stock options (**"ESOPs"**) under the ESOP Plans are provided in **Schedule 3** to this Scheme. On and from April 1, 2016, the Demerged Company shall not bring into effect any employee stock option plan (save for issuance of upto2,223,932 equity shares pursuant to options that have already been granted under the ESOP Plans), issue or enter into any agreements/arrangements for issuance of employee stock options or grant any options.

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

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

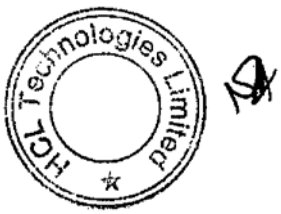
8.5.4. The Resulting Company agrees and acknowledges that the ESOP Loan shall be transferred to the Resulting Company as a part of the Demerged Business Undertaking under the Scheme. Further, if the ESOP Trust is a shareholder of GL as on the Record Date, upon coming into effect of the Scheme,the Resulting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

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

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

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

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



9. **LEGAL PROCEEDINGS**

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

(i) If the Transferor Company receives a Third Party Claim with respect to the Demerged Business Undertaking, the Transferor Company shall, within 14 (fourteen) days thereof, notify the Resulting Company in writing of such Third Party Claim (specifying in reasonable detail the circumstances which give rise to the Third Party Claim and the amount, if any, claimed in such Third Party Claim).

(i) The Resulting Company shall, within 30 (thirty) days (or such shorter period, if any response needs to be communicated or defence needs to be undertaken within any shorter statutory or regulatory time-frame in relation to such Third Party Claim) of the receipt of the notice mentioned in sub-clause (i) above, assume the control and where applicable, defence, of such Third Party Claim. The Resulting Company shall, in consultation with its counsel, be entitled to take such defences or course of actions including settlement of claims as may be available with respect to the Third Party Claim but in all cases ensuring that the Third Party Claim or the settlement does not result in any obligation or liability on the Transferor Company. The Transferor Company shall at the cost and expense of the Resulting Company, cooperate with the Resulting Company in the defense or prosecution of any such Third Party Claim and shall furnish the Resulting Company with such relevant documents and information available with it, and attend such conferences, proceedings, hearings, trials and appeals as may be reasonably required by the Resulting Company in connection therewith.

(ii) The Transferor Company shall have the right but not the obligation to participate (but not control) in the defence of any Third Party Claim which the Resulting Company is defending. All costs and expenses including legal fees, deposits, guarantees, etc. in relation to the Third Party Claim shall be borne by the Resulting Company.

(iii) At the Transferor Company's request, the Resulting Company shall co-operate with the Transferor Company and its advisors and provide the Transferor Company and its advisors, the relevant documents and information, if any, available with it and that may be reasonably requested by the Transferor Company in respect of the Transferor Company's participation in the defence of the said Third Party Claim.

(iv) The Resulting Company shall keep the Transferor Company informed of material developments relating to the Third Party Claim along with relevant documentation.

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

(i) If the Resulting Company receives a G Third Party Claim, the Resulting Company shall, within 14 (fourteen) days thereof, notify the Transferor Company in writing of such G Third Party Claim (specifying in reasonable detail the circumstances which give rise to the G Third Party Claim and the amount, if any, claimed in such G Third Party Claim).

(ii) The Transferor Company shall within 30 (thirty) days (or such shorter period, if any response needs to be communicated or defence needs to be undertaken within any shorter statutory or regulatory time-frame in relation to such G Third Party Claim) of the receipt of the notice mentioned in sub-clause (i) above, assume the control and where applicable, defence, of such G Third Party Claim. The Transferor Company shall, in consultation with its counsel, be entitled to take such defences or course of actions including settlement of claims as may be available with respect to the G Third Party Claim but in all cases ensuring that the settlement does not result in any obligation on the Resulting Company. The Resulting Company shall, at the cost and expense of the Transferor Company, cooperate with the Transferor Company in the defense or prosecution of any such G Third Party Claim and shall furnish the Transferor Company with such relevant documents and information available with it, and attend such conferences, proceedings, hearings, trials and appeals as may be reasonably required by the Transferor Company in connection therewith.

(iii) The Resulting Company shall have the right but not the obligation to participate (but not control) in the defence of any G Third Party Claim which the Transferor Company is defending, provided that in such a case all costs and expenses including legal fees, deposits, guarantees, etc. in relation to the G Third Party Claim shall be borne by the Transferor Company.

(iv) At the Resulting Company's request, the Transferor Company shall co-operate with the Resulting Company and its advisors and provide the Resulting Company and its advisors, the relevant documents and information, if any, available with it and that may be reasonably requested by the Resulting Company in respect of its participation in the defence of the said G Third Party Claim.

(v) The Transferor Company shall keep the Resulting Company informed of material developments relating to the G Third Party Claim.

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



continued and enforced by or against the Demerged Company.

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

10. **CONTRACTS, DEEDS, ETC.**

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

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

10.3. It is hereby clarified that (i) if any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Business Undertaking to which the Demerged Company is a party to, cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company/Transferee Company shall hold such contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company, insofar as it is permissible to do so, till such time as the transfer is effected; and (ii) save and except for (a) the agreement dated September 2, 2003 with Paysquare Consultancy Ltd. for payroll processing services, (b) SAP Software End-User Value License Agreement dated September 29, 2005 (c) eBorn dated November 1, 2014SOW for SAP Application Management Services (SAP Support);and (d) Atlassian End User License Agreement (JIRA licenses) (accepted online),there are no contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature that relate to the Demerged Business Undertaking as well as the Remaining Undertaking. Such contracts are for the common benefit of the Demerged Company and the Transferee Company and will continue until the Effective Date. On the Effective Date, such contracts shall be transferred to the Resulting Company pursuant to this Scheme and the continued use of the services thereunder by the Transferee Company shall be subject to receipt of consents from the respective vendors thereof, failing which the Transferee Company will make alternate arrangements in this regard.

10.4. For the avoidance of doubt, it is clarified that upon the coming into effect of this Scheme, all the rights, title, interest and claims of the Demerged Company in any leasehold/licensed properties in relation to the Demerged Business Undertaking shall, pursuant to Section 394(2) of the Act, be transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company automatically without requirement of any further act or deed.

11. CONDUCT OF BUSINESSES TILL THIS SCHEME COMES INTO EFFECT

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

11.1.1. shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Demerged Business Undertaking and stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions of the Demerged Business Undertaking for and on account of, and in trust for, the Resulting Company;

11.1.2. all profits or income arising or accruing in favour of the Demerged Company in relation to the Demerged Business Undertaking and all Taxes paid thereon or losses, expenditures arising or incurred by the Demerged Company in relation to the Demerged Business Undertaking shall, for all purposes, be treated as and deemed to be the profits or income, Taxes or losses, expenditures as the case may be, of the Resulting Company, except those specifically forming part of the Remaining Undertaking;



11.1.3. any of the rights, powers, authorities, privileges, attached, related or pertaining to the Demerged Business Undertaking exercised by the Demerged Company shall be deemed to have been exercised by the Demerged Company for and on behalf of, and in trust for and as an agent of the Resulting Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Demerged Business Undertaking that have been undertaken or discharged by the Demerged Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Resulting Company.

11.1.4. shall cause the business of the Demerged Business Undertaking (including making applications to any Appropriate Authority for the renewal of permits which have expired) to be conducted as a going concern in trust for the Resulting Company and in the ordinary course of business;

11.1.5. shall not, except as may be expressly required or permitted under this Scheme pursuant to exercise of stock options granted as of April 1, 2016, make any change in its capital structure in any manner either by any increase (including by way of issue of equity and/or preference shares on a rights basis or by way of a public issue, bonus shares and/or convertible debentures or otherwise), decrease, reduction, reclassification, sub-division, consolidation, re-organization, or in any other manner which may, in any way, affect the Share Entitlement Ratio, except with the prior approval of the Board of Directors of the Resulting Company.

11.1.6. shall conduct its business in accordance with and not take any actions prohibited bythe Framework Agreement.

12. REMAINING UNDERTAKING

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

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

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

(a) shall be deemed to have been carrying on and to be carrying on all the business and activities relating to the Remaining Undertaking for and on behalf of the Transferee Company; and

(b) all profits accruing to the Demerged Company thereon or losses arising or incurred by it relating to the Remaining Undertaking shall for all purposes be treated as the profits or losses, as the case may be, of the Transferee Company.

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

13. SAVINGS OF CONCLUDED TRANSACTIONS

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

PART 3

14. **CONSIDERATION**

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

"10 (ten) equity share of the Resulting Company of Rs. 2 (Rupees Two only) each, fully paid up to be issued for every 43 (fourty three) Equity share of Rs. 2 (Rupees Two only) each held by equity shareholders of the Demerged Company" (the **"ShareEntitlementRatio"**)

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

(a) consolidate such fractions and issue consolidated shares to a trustee nominated by the Resulting Company in that behalf, who shall sell such shares and distribute the net sale proceeds (after deduction of applicable taxes and other expenses incurred) to the shareholders respectively entitled to the same in proportion to their fractional entitlements;

(b) round off all fractional entitlements to the next whole number above the fractional entitlement and issue such number of securities to the relevant shareholders;



(c) deal with such fractional entitlements in such other manner as they may deem to be in the best interests of the shareholders of the Demerged Company and the Resulting Company.

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

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

14.5. Equity shares in the Resulting Company shall be issued in dematerialized form to those shareholders who hold shares of the Demerged Company in dematerialized form, in to the account in which the Demerged Company shares are held or such other account as is intimated by the shareholders to the Resulting Company and / or its Registrar. All those shareholders who hold equity shares of the Demerged Company in physical form shall also have the option to receive the equity shares in the Resulting Company, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to the Resulting Company and / or its Registrar. If not so notified, they would be issued equity shares in physical form.

14.6. The Board of Directors of the Resulting Company and the Demerged Company shall, if and to the extent required, apply for and obtain any approvals from Appropriate Authorities for the issue and allotment of equity shares to the shareholders of the Demerged Company pursuant to Clause 14.1of the Scheme.

14.7. Equity shares to be issued by the Resulting Company to the members of the Demerged Company pursuant to Clause 14.1 of this Scheme shall, subject to the receipt of necessary approvals, be listed and/or admitted to trading on the Stock Exchanges, where the shares of the Demerged Company are listed and/or admitted to trading. The Resulting Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with Applicable Laws for complying with the formalities of the said Stock Exchanges. The shares allotted pursuant to the Scheme shall remain frozen in the depositories system till listing / trading permission is given by the designated Stock Exchange.

14.8. The equity shares to be issued by the Resulting Company pursuant to this Scheme in respect of any equity shares of the Demerged Company which are held in abeyance under the Act or otherwise shall, pending allotment or settlement of dispute by order of a court or otherwise, also be kept in abeyance by the Resulting Company. In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the board of directors of the Resulting Company shall be empowered to take such actions as may be necessary in order to remove any difficulties arising to the transferor of the share in the Resulting Company and in relation to the shares issued by the Resulting Company pursuant to the Scheme.

14.9. Approval of this Scheme by the shareholders of the Resulting Company shall be deemed to be the due compliance of the provisions of Section 62 and Section 55 of the Companies Act, 2013 and the other relevant and applicable provisions of the Act for the issue and allotment of equity shares by the Resulting Company to the shareholders of the Demerged Company, as provided in this Scheme.

14.10. The equity shares of the Resulting Company issued pursuant to this Scheme may not be registered under the United States Securities Act of 1933, as amended (the **"Securities Act"**) and the Resulting Company may elect, in its sole discretion, to rely upon an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof or any other exemption that the Resulting Company may elect to rely upon. In the event the Resulting Company elects to rely upon an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof, the sanction of the High Courts to this Scheme will be relied upon for the purpose of qualifying the issuance and distribution of the equity shares of the Resulting Company for such an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof.

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

15.1 In the books of the Resulting Company

As on the Appointed Date and the Scheme becoming effective:

(i) The Resulting Company shall record all the assets and liabilities, pertaining to the Demerged Business Undertaking, at fair values.

(ii) The Resulting Company shall credit to its share capital account, the aggregate face value of the equity shares issued by it pursuant to Clause 14.1 of this Scheme.

(iii) The difference between the fair value and face value of shares pursuant to clause 14.1 of this Scheme shall be credited to securities premium account.

(iv) The Fair value of the share issued by the Resulting Company pursuant to Clause 14.1 of this Scheme as reduced by the net assets of Demerged Business Undertaking acquired and recorded by the Resulting Company if surplus, shall be debited to Goodwill Account. In case of a deficit, the same shall be credited to Capital Reserve Account.

15.2 In the books of the Demerged Company

(i) Upon the Scheme becoming effective, the Demerged Company shall reduce the book value of assets and liabilities pertaining

HCL Technologies Limited

to the Demerged Business Undertaking as set out below.

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

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

CHAPTER 3

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

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

Part 1

16. DEFINITIONS:

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

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

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

17. SHARE CAPITAL

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

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

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

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

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

HCL Technologies Limited

Particulars	Rupees
72,965 Class 'A' Equity Shares of Rs 10 each fully paid	729,650
105,989 Class 'B' Equity Shares of Rs 10 each fully paid	1,059,890
Total	**15,522,000**

Part 2

18. TRANSFER AND VESTING OF THE REMAINING UNDERTAKING

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

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

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

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

19. STAFF, WORKMEN & EMPLOYEES

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

20. LEGAL PROCEEDINGS AND INDEMNITY

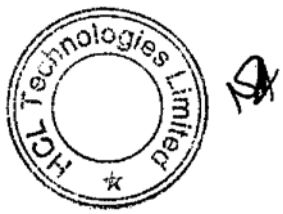
20.1. All legal proceedings of whatsoever nature by or against the Transferor Company pending and/or arising before the Effective Date and relating to the Remaining Undertaking, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained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

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

21. CONTRACTS, DEEDS, ETC.

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

21.2. The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if



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

21.3. Subject to Closing (as defined in the Framework Agreement) having occurred, and with effect from the Effective Date, each of the parties to the DS Support Undertaking confirms that it irrevocably and unconditionally waives any rights or claims it has, or may at any time in the future have (and undertakes not to bring or assist in the bringing of any claim of any nature whatsoever (including in respect of any breach)) in respect of the contracts listed in **Schedule 5**;

22. It is expressly clarified that upon the Scheme becoming effective all Taxes in relation to the Remaining Undertakingpayable by the Transferor Company shall be treated as the tax liability of Transferee Company; similarly all credits for tax deduction at source, credit of MAT paid and advance tax paid on the income of the Remaining Undertaking shall be available to Transferee Company. Any obligation for deduction of tax at source on any payment made by or to be made by Transferor Company shall be made or deemed to have been made and duly complied with as if so made by the Transferee Company.

Part 3

23. CONSIDERATION

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

23.2. In consideration of the Amalgamation, the Transferee Company shall issue and allot to each resident shareholder (including the ESOP Trust)of the Transferor Companyand subject to approval by the Reserve Bank of India, to all non-resident shareholders of the Transferor Company, 1 (one) fully paid up redeemable preference shares of Rs. 68 each (the terms of which are provided in Clause 23.6 below in the Transferee Company (**"Redeemable Preference Share"**) for every 1 (one) fully paid up equity shares each of the Transferor Company.

23.3. If the approval of the Reserve Bank of India as contemplated under Clause 23.2 above is not received prior to the Effective Date, such non-resident shareholders of the Transferor Company (**"GL NR Equity Shareholders"**) shall be issued and allotted 24 fully paid unlisted equity share of Rs. 10 each of the Transferee Company for every 1793 fully paid up equity shares of Rs. 2 each of the Transferor Company held by such shareholder as set out in the valuation report issued by Walker Chandiok & Co LLP (**"GSL NR Equity Shares"**) on the Record Date which shall be compulsory purchased by DS and/or their affiliates or any other Person and/ or entity identified by them (**"Purchasers"**), immediately on issuance of GSL NR Equity Shares.

23.4. In the event GSL NR Equity Shares are required to be issued pursuant to Clause 23.3 above, on or before the Record Date, GSL, subject to the approval of the Reserve Bank of India, shall appoint category – I merchant bankers (**"Merchant Banker(s)"**) to act on behalf of and as an agent and trustee of the GSL NR Equity Shareholders for the sale and purchase of the GSL Equity Shares as stated in Clause 23.3 above in the manner provided hereunder:

23.4.1. GSL shall issue and allot GSL NR Equity Shares to the Merchant Banker(s) and the Merchant Banker(s) shall, for and on behalf of GL NR Equity Shareholders receive the GSL NR Equity Shares in an on-shore escrow account opened by it with a scheduled commercial bank in India upon terms and conditions acceptable to the Board of Directors of GSL, for this purpose (**"Escrow Account"**).

23.4.2. The Merchant Banker(s),shall for and on behalf of the GL NR Equity Shareholders sell the GSL Equity Shares to the Purchasers, within 30 (thirty) days from the date of allotment of the GSL NR Equity Shares by the Transferee Company and the Purchaser shall purchase at a price of Rs.5080.3 which includes a premium of Rs.5070.3 per GSL Equity Share as set out in the valuation report issued byWalker Chandiok& Co LLP.

23.4.3. Upon receipt of the sale proceeds on sale of the GSL NR Equity Shares pursuant to Clause 23.4.2 above, the Merchant Banker(s) shall distribute such proceeds (net of expenses) to the GL NR Equity Shareholders within 7 (seven) business days from the date of receipt of such proceeds, after deducting or withholding taxes or duties as may be applicable, in the proportion to their entitlements as per instructions of the Purchasers and their Tax advisors.

23.4.4. If the bank details of the GL NR Equity Shareholders are notified with the registrar and transfer agent of the Transferor Company, the Merchant Banker may cause the credit of the sale proceeds to such banks.

23.4.5. Notwithstanding anything to the contrary contained in any Applicable Law, the allotment of the GSL NR Equity Shares to the Merchant Banker for and on behalf of the GL NR Shareholders under this Scheme, shall be deemed to be allotment of equity shares to the GL NR Equity Shareholders under the provisions of Applicable Law.

23.4.6. All the expenses including the appointment of the Merchant Banker, opening of the Escrow Account, the stamp duty for the said transfer of the GSL NR Equity Shares shall be borne by the Purchaser.

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

23.6. Terms of issue of Redeemable Preference Shares:

(a) Face value

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



(a) Coupon

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

(b) Voting Rights

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

(c) Redemption

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

(d) Taxation

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

(e) Listing

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

(f) Winding-up

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

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

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

(a) consolidate such fractions and issue consolidated shares to a trustee nominated by the Transferee Company in that behalf, who shall, sell such shares to the Purchasers and distribute the net sale proceeds (after deduction of applicable taxes and other expenses incurred) to the shareholders respectively entitled to the same in proportion to their fractional entitlements;

(b) round off all fractional entitlements to the next whole number above the fractional entitlement and issue such number of securities to the relevant shareholders;

(c) deal with such fractional entitlements in such other manner as they may deem to be in the best interests of the shareholders of the Transferor Company.

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

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



arising to the transferor of the share in the Transferee Company and in relation to the shares issued by the Transferee Company pursuant to the Scheme.

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

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

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

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

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

24. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

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

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

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

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

24.5. The Transferee Company shall credit to its share capital account, the aggregate face value of the equity shares issued by it pursuant to Clause 23 of this Scheme.

24.6. The difference between the fair value and face value of equity shares issued pursuant to Clause 23 of this Scheme shall be credited to securities premium account.

24.7. In case of any differences in accounting policy between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference till the Appointed Date will be quantified and adjusted in the Profit and Loss Account mentioned earlier to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

24.8. The Board of directors of the Transferee Company may account for any of the balances in accordance with the prescribed Accounting Standards and applicable Generally Accepted Accounting Principles.

25. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

25.1. With effect from the Appointed Date and upto and including the Effective Date all the income or profits accruing or arising to the Transferor Company in relation to the Remaining Undertaking and all costs, charges, expenses or losses incurred by the Transferor Company in relation to the Remaining Undertaking shall for all purposes be treated the income, profits, costs, charges, expenses and losses as the case may be of the Transferee Company.

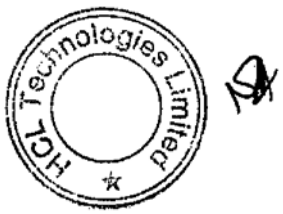
26. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Appropriate Authority as are necessary under any law or rules, for such consents, approvals and sanctions, which the Transferee Company may require pursuant to this Scheme.

27. SAVING OF CONCLUDED TRANSACTIONS

27.1. The transfer of properties and liabilities under Clause 18 above and the continuance of proceedings by or against the Transferor Company under Clause 20 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or after April 1, 2016 till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of the Transferee Company.

28. WINDING UP

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



29. Compliance with Section 2(1B) of the Income Tax Act 1961

The provisions of this Scheme as they relate to the amalgamation of the Transferor Company into and with the Transferee Company have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the provisions of this Chapter 3 of the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

30. Reduction of Share Capital and Combination of Authorised Share Capital

30.1. Upon this Scheme becoming effective, the existing shareholding of the Transferor Company in the Transferee Company, shall, without any consideration and without any further act or deed, be cancelled as an integral part of this Scheme, in accordance with provisions of Sections 100 to 103 of the 1956 Act and other relevant provisions of the 1956 Act or the 2013 Act, as applicable and the order of the High Court sanctioning the Scheme shall be deemed to be also the order under Section 102 of the 1956 Act and other relevant provisions of the 1956 Act or the 2013 Act, as applicable, for the purpose of confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital, and the provisions of Section 101 of the 1956 Act or the other relevant provisions of the 2013 Act will not be applicable. Notwithstanding the reduction in the equity share capital of the Transferee Company, the Transferee Company shall not be required to add "And Reduced" as suffix to its name.

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

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

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

31. Books and Record of the Transferor Company

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

CHAPTER 4

GENERAL TERMS AND CONDITIONS

32. APPLICATION TO HIGH COURT

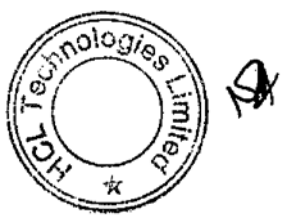
32.1. The Demerged Company / the Transferor Company, the Resulting Company and the Transferee Company shall make applications /petitions under Sections 391 to 394 of the Companies Act, 1956 and other applicable provisions of the Act to their respective jurisdictional High Courts for sanction of this Scheme under the provisions of law.

32.2. The Resulting Company shall be entitled, pending the effectiveness of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals which the Resulting Company may require to effect the transactions contemplated under the Scheme, in any case subject to the terms of the Framework Agreement.

33. **DECLARATION OF DIVIDEND, BONUS, ETC.**

33.1. During the period between the date of approval of this Scheme by its Board of Directorsand upto and including the Effective Date, the Demerged Company shall not declareor pay any dividends.

33.2. It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only



and shall not be deemed to confer any right on any member of the Companies to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Boards of Directors of the Companies and subject, wherever necessary, to the approval of the shareholders of the concerned Company.

34. **MODIFICATION OR AMENDMENTS TO THE SCHEME**

34.1. GL and HL agree that if, at any time, either of the High Courts or any Appropriate Authority directs or requires any modification or amendment of the Scheme, such modification or amendment shall not, to the extent it adversely affects the interests of GL or HL, be binding on GL or HL, as the case may be, except where the prior written consent of the affected party i.e. GL or HL, as the case may be, has been obtained for such modification or amendment, which consent shall not be unreasonably withheld by GL or HL, as the case may be.

34.2. In the event a modification or amendment to the Scheme as required by the High Courts or any Appropriate Authority is not approved in accordance with this Clause 35, GL and HL shall, without prejudice to the binding nature of the Framework Agreement and without jeopardising the objectives of the Framework Agreement, enter into good faith discussions on the manner in which they shall proceed in relation to consummation of the transactions contemplated under the Agreement and the Scheme. HL acknowledges and agrees that the Demerger and Amalgamation are integral parts of the Scheme for GL such that the implementation of either the Demerger or the Amalgamation cannot be severed or undertaken independently of the other except with the written consent of GL. Provided however that if GSL or DS are in material breach of their obligations under the DS Support Undertaking, GL and GSL agree and shall procure that the Scheme shall be modified (and withdrawn and refiled if required by Applicable Law) such that the Demerger of the Demerged Business Undertaking shall be severed from the Amalgamation and the Demerger consummated independently of the Amalgamation of the Remaining Undertaking on the same terms and conditions applicable to the Demerger as set out herein. It is clarified that upon such modification withdrawal and severance of the Demerger as an independent transaction, DS or GSL shall not have any obligation or liability towards the Resulting Company, except as specified in the DS Support Undertaking.

34.3. GL and HL acknowledge that in terms of the DS Support Undertaking, any modification or amendment to the Scheme shall be subject to the prior written consent of DS (not to be unreasonably withheld), to the extent that such amendment adversely affects the interest of DS. HL acknowledges that for such amendment or modification to the Scheme, GL will be required to obtain prior written consent of GSL and DS (which shall not be unreasonably withheld).

34.4. Notwithstanding anything contained in Clause 34.1 to 34.3, any modification to the Scheme by the any of the Companies, after receipt of sanction by the High Courts, shall be made only with the prior approval of the High Courts.

35. **CONDITIONALITY OF THE SCHEME**

35.1. This Scheme is conditional upon and subject to:

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

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

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

(d) The Scheme being approved by the written consents or requisite majorities in number and value of such classes of Persons including the respective members and/or creditors of the Companies as may be directed by the relevant High Courts or any other competent authority, as may be applicable.

(e) The Scheme being sanctioned by the concerned High Court under Sections 391 to 394 of the Act.

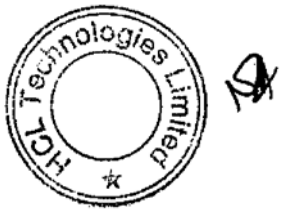
(f) The fulfilment, satisfaction or waiver (as the case may be) of the conditions precedent under the Framework Agreement by HL and GL, in accordance with the terms thereof.

(g) Certified copy of the Order of the High Courts sanctioning the Scheme being filed with the Registrars of Companies having jurisdiction over the Companies.

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

36. EFFECT OF NON-RECEIPT OF APPROVAL/SANCTION

36.1. In the event the Scheme does not come into effect by April 1, 2017, or such other date as mutually agreed by the Demerged Company and the Resulting Company (**"Long Stop Date"**), either of the Demerged Company or the Resulting Company may opt to terminate this Scheme and if required may file appropriate proceedings before the concerned High Court in this respect.Provided however, that Demerged Company or the Resulting Company shall have the right to extend the Long Stop Date, once, by three (3) months if the Scheme does not come into effect on or prior to the Long Stop Date as a result of delays in receipt of any approvals required by the Resulting Company or



the Demerged Company from the High Court, the Competition Commission of India, SEBI, the Reserve Bank of India or under the Hart-Scott-Rodino Antitrust Improvements Act, 1976 for the transactions contemplated under the Scheme and such approval(s) are reasonably likely to be received within such further three (3) month period; and provided, further, that the right to terminate this Scheme shall not be available to the Demerged Company or the Resulting Company if its failure to fulfill any obligation under this Scheme or the Framework Agreement shall have been the cause of, or shall have resulted in, the failure of the Effective Date to occur on or prior to the Long Stop Date.

37. EXPENSES CONNECTED WITH THE SCHEME

37.1. Except as stated in Clauses 37.2, 37.4 and 37.5 below, each Company shall bear its own costs, charges and expenses in relation to the transactions contemplated herein.

37.2. All costs, charges and expenses including registration expenses in respect of the Demerger of the Demerged Business Undertaking from the Demerged Company to the Resulting Company in terms of or pursuant to this Scheme shall be borne by the Resulting Company.

37.3. The Resulting Company shall not be liable for capital gains tax, if any, arising out of demerger of the Demerged Business Undertaking by the Demerged Company to the Resulting Company or the amalgamation of the Transferor Company with the Transferee Company pursuant to the Scheme.

37.4. Stamp duty on the Scheme shall be borne by the Resulting Company and Transferee Company in the proportion of 75% (Resulting Company): 25% (Transferee Company). Notwithstanding the foregoing, if pursuant to any adjudication order of any competent Appropriate Authority (which order has not been set aside as a result of challenge by either Party in a court of law): (i) stamp duty, if any, payable exclusively on the Sanction Order and relatable only to the Demerger, shall be paid by the Resulting Company alone; and (ii) stamp duty, if any, payable exclusively on the Sanction Order and relatable only to the Amalgamation, shall be paid by Transferee Company alone.Stamp duty on issuance of shares pursuant to the Demerger shall be borne by Resulting Company and stamp duty on issuance of shares pursuant to the Amalgamation shall be borne by the Transferee Company.

37.5. All costs, charges and expenses in respect of the Amalgamationof the Remaining Undertaking from the Transferor Company to the Transferee Company in terms of or pursuant to this Scheme shall be borne by the Transferee Company.

38. POWER TO REMOVE DIFFICULTIES

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

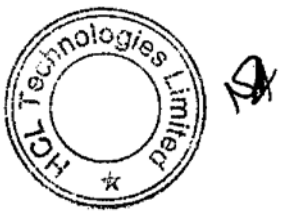
38.1. give such directions (acting jointly) as may be mutually agreed in writing by the Companies as they may consider necessary to settle any question or difficulty arising under this Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any matter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

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

39. WRONG POCKET ASSETS

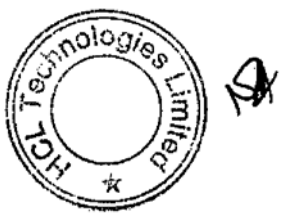
39.1. If any part of the Demerged Business is not transferred to the Resulting Company on the Effective date pursuant to the Demerger, the Transferee Company shall take such actions as may be reasonably required to ensure that such part of the Demerged Business is transferred to the Resulting Company promptly and for no further consideration. The Resulting Company shall bear all costs and expenses as may be incurred by the Transferee Company, subject to the prior written consent of the Resulting Company, for giving effect to this Clause.

39.2. If the Demerged Company or the Transferee Company realizes any amounts after the Effective Date that pertain to the Demerged Business, it shall immediately make payment of such amounts to the Resulting Company. It is clarified that all receivables relating to the DemergedBusiness, for the period prior to the Effective Date, but received after the Effective Date, relate to the Demerged Business Undertaking and shall be paid to the Resulting Company for no additional consideration. If the Resulting Company realizes any amounts after the Effective Date that pertains to the Transferee Company, it shall immediately pay such amounts to the Transferee Company.



SCHEDULE 1
Immovable Property

Name of the Company	Address	Comments
Geometric Limited	Geometric Limited Unit No. 703-A, 7th floor, B Wing, Reliable Tech Park, Airoli, Navi Mumbai 400708 India	Leased
	Geometric Limited Plot No. 6 & 8, Rajiv Gandhi Infotech Park, M.I.D.C., Phase-I, Hinjewadi, Pune 411 057 India	Land leased from MIDC - Building owned by Geometric
	Geometric Limited Neopro Technologies Pvt Ltd (SEZ), Block IT-2, 3rd floor, S. No. 154/6, Rajiv Gandhi InfoTech Park Phase-I, Hinjewadi, Pune 411 057 India	Leased
	Geometric Limited Neopro Technologies Pvt Ltd (SEZ), Block IT-5, 5th & 6th floor, S. No. 154/6, Rajiv Gandhi InfoTech Park Phase-I, Hinjewadi, Pune 411 057 India	Leased
	Geometric Limited Embassy Tech Village Ground Floor, Tower 3 of 2B, Survey No. 12/3 & 12/4 of Devarabeesanhalli Village, VarthurHobli, Bangalore East Taluka, Bengaluru 560 037 India	Leased
	Geometric Limited SP Info City, Block A, 1st Floor, Module 4, No.40, MGR Salai, Perungudi, Kandanchavadi, Chennai 600 096 India	Leased
	Geometric Limited S.P. Info city Plot No. 40, Module No. 2 , 1st Floor Block A, MGR Road South (Veeranam Road South), Perungudi Village, Chennai - 600 096	Leased
	Office Level 1, H-08 Building, HITEC City-2, Phoenix InfocityPvt Ltd SEZ, Gachibowli (V) Serilingampally (M), R.R Dist.,Village, Hyderabad- 500032	Leased
	Flat no. 703, Sai Raj CHS, Plot No. 22, Sector -6, Airoli, Navi Mumbai	Leased - Guest House
Geometric Ltd.- UK	Geometric (India) Limited Ground Floor Office 210, 2430 / 2440 The Quadrant, Aztec West, Almondsbury, Bristol, BS32 4AQ, United Kingdom	Leased
Geometric Ltd.- Germany	DachauerStrasse 15a 85764 Oberschleißheim, Germany	Leased
Geometric China, Inc.	Geometric China, Inc. 23B, The World Square, 855 South Pudong Rd, Pudong New Area, Shanghai, PRC	Leased
Geometric Asia Pacific Pte Ltd. - Japan	Geometric Asia Pacific Pte. Ltd. HikariBldg 9F, 1-43-7 Yoyogi, Shibuya-Ku,Tokyo 151-0053 Japan	Leased
Geometric Americas Inc.	Geometric Americas, Inc. 50 Kirts Blvd., Suite A, Troy, MI 48084 USA	Leased
	Geometric Americas, Inc. 2001 52nd Avenue, Suite 2, Moline, IL 61265 USA	Leased
	Geometric Americas, Inc. 412 SW Washington Street, Suite A, Peoria, IL 61602 USA	Leased
	Geometric Americas, Inc. 15974 N 77th St, Suite 103, Scottsdale, AZ 85260-1790 USA	Leased
Geometric Americas Inc. - Canada	Geometric Americas, Inc. Regus HQ, 2001 University Street, Suite 1700, Montreal, Quebec, H3A 2A6 Canada	Leased
Geometric, SAS	Geometric SAS 17, Avenue Didier Daurat, BâtimentSocrate, First Floor 31702 BlagnacCedex, Toulouse, France	Leased
Geometric SRL	Geometric SRL ParculMic 19-21, bl.2 sc.A Mezzanine, Brasov, 500386, Romania	Leased
Geometric Europe GmbH	Geometric Europe GmbH DachauerStrasse 15a 85764, Oberschleißheim, Germany	Leased



Name of the Company	Address	Comments
Geometric Europe GmbH	Geometric Europe GmbH Prostep AG , 3rd floor Object Taunusstraße 42, Munich 80807	Leased for BMW project
Geometric GmbH	Geometric GmbH DachauerStrasse 15a 85764, Oberschleißheim, Germany	Leased
Geometric GmbH	Geometric GmbH businessPARK - Osterhofener Str. 12, 93055, Regensburg, Germany	Leased
Geometric Europe GmbH - Netherlands	Geometric Europe GmbH Flight Forum 40, Ground Floor, 5657 DB Eindhoven	Leased
Geometric Europe GmbH	Leopoldstrasse Business-Center, Room No. 144, Leopoldstrasse 244, München 80807	Leased

SCHEDULE 2
List of branches and subsidiaries

Geometric Limited

List of subsidiaries and branches

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

Geometric Americas Inc.

List of subsidiaries and branches

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

Geometric Asia Pacific Pte. Ltd.

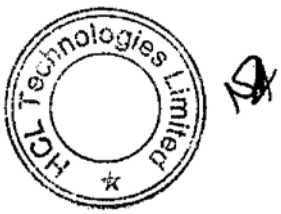
List of subsidiaries and branches

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

Geometric Europe GmbH

List of subsidiaries and branches

Sl. No.	Countries	Subsidiaries	Branches
1.	Germany	Geometric GmbH	NIL
2.	France	Geometric SAS	NIL



3.	Romania	Geometric SRL	NIL
4.	Netherlands	NIL	Geometric Europe GmbH Netherlands Branch
5.	Sweden	NIL	Geometric Europe GmbH – Sweden Filial branch

SCHEDULE 3

DETAILS OF EMPLOYEE STOCK OPTIONS

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

SCHEDULE 4

All intellectual property rights in relation to the following:

1. 3D PLM; and

2. 3dPLM Software
A Joint Venture of Geometric & Dassault Systèmes

SCHEDULE 5

I. **List of vendor contracts:**

Sl. No.	Agreement	Parties	Agreement Name	Agreement Effective Date
1	00901A2000DS	Dassault Systemes France and Geometric Limited	Code Test Loan Agreement	28-Jul-2000
2	00065A2001DS	Dassault Systemes France and Geometric Limited	Preindustrial Code Test Loan Agreement	29-Jan-2001
3	00746A2002DS and 00658A2004DS, 00167-2009DS	Dassault Systemes France and Geometric Limited	Cooperation Agreement for services related to DS Group Products + Amendment No. 1 and 2	1-Jul-2002
4	00744A2002DS and 00100A2004DS, 03970-2008DS, 10232-2012DS, 07560-2013DS	Dassault Systemes France and Geometric Limited	Version 5 Development Service Provider Agreement + Amendment No. 1 and 2 + 3 + 4	1-Jul-2002
5	00132A2004DS	Dassault Systemes France and Geometric Limited	License Agreement for Development & Engineering Services	16-Feb-2004

HCL Technologies Limited

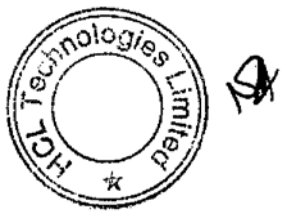
6	00751A2005GRUP and 02140-2009GRUP	Dassault Systemes France and Geometric Limited	Software Partner Agreement (related to xPDM Gateway and GEOMCALIPER ON CATIA V5 ADVANCED) + Amendment 1	22-Jul-2005
7	01900-2009DS	Dassault Systemes France and Geometric Limited	Industry Solution Partner Agreement	30-Jun-2009
8	Geometric DSGRUP SPPA 2010 Nov 05	Dassault Systemes France and Geometric Limited	Service Provider Partner Agreement + Amendment No.1	9-Nov-2010
9	05220-2010DS	Dassault Systemes France and Geometric Limited	DS V6 APS Community Partner Agreement	11-Jun-2012
10	00811-2011DS	Dassault Systemes France and Geometric Limited	Limited Use Software License Agreement # LEGL-4155	19-May-2011

II. **List of Customer Contracts:**

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

III. **List of other contracts:**

Sr.No.	Parties	Agreement Name	Agreement Date
1.	3DPLM, Dassault Systemes And Geometric Limited	Amended And Restated Shareholders Agreement	4-Mar-15
2.	Dassault Systemes And Geometric Limited	Non Disclosure Agreement	23-Jan-02
3.	3DPLM, Dassault Systemes And Geometric Limited	Amended And Restated Escrow Agreement	Nil
4.	3DPLM, Dassault Systemes And Geometric Limited	Umbrella Agreement	16-Sep-08
5.	3DPLM, Dassault Systemes And Geometric Limited	Frame Services Agreement	9-Feb-04
6.	Geometric Limited and 3DPLM	Management And Shared Services Agreement	9-Feb-12
7.	Geometric Limited and 3DPLM	Management And Shared Services Agreement Amdnt No 1	1-Apr-12
8.	Geometric Limited and 3DPLM	Management And Shared Services Agreement Amndt No 2	1-Apr-13
9.	Geometric Limited and 3DPLM	Management And Shared Services Agreement Amndt No 3	1-Apr-14
10.	Geometric Limited and 3DPLM and 3DGS	Management And Shared Services Agreement Amndt No 4	1-Apr-15
11.	Geometric Limited and 3DPLM	Trade logo License Agreement	23-Jan-02
12.	Geometric Limited and 3DPLM	Agreement (License Agreement learning tools)	18-Jan-13



Sr.No.	Parties	Agreement Name	Agreement Date
13.	Geometric Limited and 3DPLM	Subcontract Services Agreement	17-May-04
14.	3DPLM, Dassault Systemes And Geometric Limited	Umbrella Agreement for 3DGS arrangement	4-Mar-15
15.	Geometric Limited and 3DPLM	Leave and License (LEGL-10247) CUG Area	24-Sep-15
16.	Dassault Systemes And Geometric Limited	Global Bilateral Services Agreement # 01511A2002GRUP	1-Oct-02
17.	Dassault Systemes And Geometric Limited	All CUG SOWs (Pune 3DPLM premises)	
18.	Dassault Systemes Americas Corp. And Geometric Limited	All CUG SOWs (Pune 3DPLM premises)	
19.	DS Group and Geometric Group (onsite)	SOWs for onsite work	
20.	**3DPLM Global Services Pvt. Ltd. related agreements**		
21.	3DPLM Global Services Pvt. Ltd. and Geometric Americas Inc.	Master Services Agreement # LEGL – 9458 for subcontracting work to 3DGS	4-Mar-15
22.	Geometric SAS	Affiliate Participation Agreement adopting the MSA # LEGL - 9458	16-Apr-15
23.	Geometric Ltd.	Affiliate Participation Agreement adopting the MSA # LEGL - 9458	16-Apr-15
24.	Geometric Asia Pacific Pte. Ltd.	Affiliate Participation Agreement adopting the MSA # LEGL - 9458	16-Apr-15
25.	Geometric Europe GmbH	Affiliate Participation Agreement adopting the MSA # LEGL - 9458	16-Apr-15
26.	3DPLM Global Services Pvt. Ltd. and Geometric Group	All SOWs for PSA and Honda projects	



SBI Capital Markets Limited

Strictly Private & Confidential

CMG/SS/HCL/2016-17/ 01 April 1, 2016

To,
The Board of Directors
HCL Technologies Limited
806, Siddharth 96, Nehru Place,
New Delhi -110 019

Dear Sirs/Madams,

Subject: Fairness Opinion Report on the equity share entitlement ratio for the purpose of proposed demerger of the Demerged Business Undertaking of Geometric Limited into HCL Technologies Limited.

We, SBI Capital Markets Limited ("**SBICAP**"), understand that pursuant to a composite scheme of arrangement and amalgamation under Section 391 read with section 394 of the Companies Act, 1956 (the "**Scheme**"), the IT enabled engineering services, PLM services and engineering design productivity software tools business of Geometric Limited (hereinafter referred to as "**GL**") (the "**Engineering Business**") including GL's stake in all subsidiaries excluding its 58% stake in 3DPLM Software Solutions Limited (hereinafter referred to as "**Demerged Business Undertaking**") is proposed to be demerged into HCL Technologies Limited (hereinafter referred to as "**HCL**") in consideration for the issuance of equity shares of HCL to shareholders of GL ("**Demerger**"). We understand further that HCL has undertaken a valuation exercise for the proposed demerger of the Demerged Business Undertaking and obtained a valuation report ("**Valuation Report**") dated April 1, 2016 from M/s. **SSPA & Co. Chartered Accountants ("SSPA"/ "Valuer")** recommending the share entitlement ratio for the issuance of equity shares of HCL to shareholders of GL in consideration for the Demerger.

In this regard, we have been requested by HCL to give a "**Fairness Opinion Report**" on the share entitlement ratio for the Demerger as set out in the Valuation Report, in accordance with paragraph I.A.(3)(d) of Annexure-I to circular number CIR/CFD/CMD/16/2015 dated November 30, 2015 issued by the Securities and Exchange Board of India, read with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

We have examined the Valuation Report issued to HCL and GL by SSPA. We have not independently checked or verified the assumptions made by SSPA. We have reviewed the historical financial and business information of HCL and valuation multiples of certain comparable companies, and other relevant information from publicly available sources, and have taken into account such other matters as we deemed necessary for the provision of this Fairness Opinion Report including our assessment of general economic, market and monetary conditions. We have reviewed the data of GL as provided through the Management Representation letter issued by GL to the Valuer.

In addition to the above, we have had discussions with HCL's officials on the past and current business operations.

Further, we have had discussions with the Valuer on such matters which we believe are necessary or appropriate for the purpose of issuing the Fairness Opinion Report.

We assume no responsibility for legal, tax, accounting or structuring matters relating to the Demerger. Title to all subject business assets is assumed to be good.

We have assumed and relied upon, without independent verification, the accuracy and completeness of all information supplied or otherwise made available to us for this Fairness Opinion Report either in oral or written form, discussed with or reviewed by or for us, or publicly available. We are not aware of any material information that has been omitted or that remains undisclosed which is relevant for this Fairness Opinion Report that has not been provided to us. This being so, no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by SBICAP and its affiliates, its directors, employees, agents or representatives, or in relation to, the accuracy or adequacy of information, contained in the Fairness Opinion Report or any other written or oral information made available to any party or their advisors.

We have not conducted any evaluation of the solvency or fair value of HCL and GL, under any laws relating to bankruptcy, insolvency or similar matters. In addition we have not assumed any obligation to conduct any physical inspection of the properties or facilities of HCL and/or GL and/ or the Engineering Business/ Demerged Business Undertaking. We have assumed and relied upon the truth, accuracy and completeness of the information, data and financial terms provided to us or publicly available.

We have not assumed the risk of any material adverse change having an impact on the business of Engineering Business.

We express no view as to, and our Fairness Opinion Report does not address, the underlying business decision of any company to effect the demerger of the Demerged Business Undertaking or the merits of the proposed demerger nor does it constitute any kind of recommendation to any shareholder or creditor of HCL and/ or GL as regards to the Demerger or any matter related thereto. Our Fairness Opinion Report, as set forth herein relates to the fairness, from a financial point of view, of the share entitlement ratio of equity shares of HL to be issued to the equity shareholders of GL as consideration for the Demerger. We are not expressing any suggestion or opinion herein as to the price at which the equity shares of HCL will trade following the announcement of consummation of the Demerger or as to the prices at which the shares of HCL and/ or GL may be transacted.

Our Fairness Opinion Report is not and does not purport to be an appraisal or otherwise reflective of the prices at which any business or securities actually could be ideally bought or sold by any party and is not indicative of actual value or actual future results that might be achieved, which value may be higher or lower than those indicated, and any investment decision shall not be based solely on this Fairness Opinion Report.

It should be understood that in case of any developments after the date of this Fairness Opinion Report, we do not have any obligation to update, revise, or reaffirm this Fairness Opinion Report.

To the extent that the conclusions are based on projections, if any provided to the Valuer by HCL and/ or GL, SBICAP expresses no opinion on the achievability of those forecasts.

In the ordinary course of business, we and our affiliates may actively trade or hold securities of HCL and GL that may be the subject matter of this Proposed Business Transaction for our own account or for the account of our customers and accordingly, may at any time hold long or short position in such securities. In addition, we are our affiliates maintain relationships with HCL and GL and their respective affiliates.

This Fairness Opinion Report is only a free and fair opinion and does not constitute a commitment by SBICAP to underwrite, subscribe for or place any securities or to extend or arrange credit or to provide any other services.

Disputes, if any, regarding this Fairness Opinion Report will be governed by and construed in accordance with the laws of India and the Courts in Mumbai, India shall have exclusive jurisdiction in this regard.

This Fairness Opinion Report is prepared after taking into consideration the Valuation Report and the management representation letter dated March 30, 2016 issued to the Valuer by HCL and the management representation letter dated March 30, 2016 issued by GL to the Valuer, which has formed the basis of valuation for the Valuer. The Valuer has used Adjusted EV/EBITDA as one of the method of arriving at the fair valuation. Since Adjusted EV/EBITDA is not available for the period ending March 31, 2016 for HCL, the Valuer has relied upon the financials of HCL for the trailing twelve months period ending on December 31, 2015 and that of GL for twelve months ending on March 31, 2016 (which includes actual financials for nine months period ended on December 31, 2015 and projections for three months ending on March 31, 2016 provided by GL to the Valuer).

As per the valuation report dated April 1, 2016, issued by the Valuer, in the event of demerger of the Demerged Business Undertaking of GL into HCL, a fair equity share entitlement ratio would be 10 (Ten) equity shares of HCL of INR 2 each fully paid for every 43 (Forty Three) equity shares of GL of INR 2 each fully paid.

On the basis of and subject to the foregoing, to the best of our knowledge and belief, it is our view that, as of the date hereof, the proposed equity share entitlement ratio for the purpose of proposed demerger of the Demerged Business Undertaking of GL into HCL is fair, from a financial point of view.

Thanking you,

Yours faithfully,

For SBI Capital Markets Limited

SBI CAPITAL MARKETS MUMBAI

Name: Ramnish Kochgave
Designation: Vice President

SBI Capital Markets Limited

Disclaimer

This fairness opinion certificate ("Certificate" or "This certificate" or "this certificate") contains proprietary and confidential information regarding HCL Technologies Limited (the "Company") and Geometric Limited. This certificate is issued for the exclusive use and benefit of the Company as per the engagement letter dated March 14, 2016. This certificate has been issued by SBI Capital Markets Limited ("SBICAP"), on the basis of the information available in the public domain and sources believed to be reliable and the information provided by the Company, including the valuation report provided by SSPA & Co. and for the sole purpose to facilitate the Company to comply with the SEBI (Listing Obligations and Disclosure Requirement Regulations), 2015, as amended read with SEBI Circular no. CIR/CFD/CMD/16/2015 dated November 30, 2015 and it shall not be valid for any other purpose or as at any other date. This Certificate is issued by SBICAP in the capacity of an Independent merchant banker, on the valuation report dated April 1, 2016 issued by M/s. SSPA & Co. Chartered Accountants (the "Valuer").

This certificate is issued by SBICAP without regard to specific objectives, suitability, financial situations and needs of any particular person and does not constitute any recommendation, and should not be construed as an offer to sell or the solicitation of an offer to buy, purchase or subscribe to any securities mentioned therein. Nothing in these materials is intended by SBICAP to be construed as legal, accounting, technical or tax advice. Past performance is not a guide for future performance. Forward-looking statements are not predictions and may be subject to change without notice. Actual results may differ materially from these forward-looking statements due to various factors. This certificate has not been or may not be approved by any statutory or regulatory authority in India or by any Stock Exchange in India. This certificate may not be all inclusive and may not contain all of the information that the recipient may consider material.

This certificate and information contained herein or any part of it does not constitute or purport to constitute investment advice in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed or published by the recipient without the prior written approval from SBICAP. The distributing/taking/sending/dispatching/transmitting of this document in certain foreign jurisdictions may be restricted by law, and persons into whose possession this document comes should inform themselves about, and observe, any such restrictions.

Neither SBICAP and its affiliates, nor its directors, employees, agents or representatives shall be liable for any damages whether direct or indirect, incidental, special or consequential including lost revenue or lost profits that may arise from or in connection with the use of this document. This document may contain confidential, proprietary and/or legally privileged information and it must be kept confidential by the recipient.

SBICAP has not carried out any due – diligence independently in verifying the accuracy or veracity of data provided by the Company and/or Valuer and SBICAP assumes no liability for the accuracy, authenticity, completeness or fairness of the data provided by the Company and/or Valuer. SBICAP has also assumed that the business of HCL continues normally without any disruptions.

Neither SBICAP nor State Bank of India or any of its associates, nor any of their respective Directors, officers, employees, agents or advisors or affiliate of any such person or such persons make any expressed or implied representation or warranty and no responsibility or liability is accepted by any of them and is expressly disclaimed with respect to the accuracy, completeness, authenticity or reasonableness of the facts, opinions, estimates, forecasts, projections or other information set forth in this certificate, or the underlying assumptions on which they are based and nothing contained herein is or shall be relied upon as a promise or



representation regarding the historic or current position or performance of the Company or any future events or performance of the Company.

This certificate is divided into chapters & sub-sections only for the purpose of reading convenience. Any partial reading of this certificate may lead to inferences, which may be at divergence with the conclusions and opinions based on the entirety of this certificate.

The opinion of SBICAP under this Certificate is not intended to and does not constitute a recommendation to any shareholders as to how such shareholder should vote or act in connection with the scheme or any matter related therein. The opinion is not, nor should it be construed as our opining or certifying the compliance of the proposed amalgamation/merger/de-merger/arrangement scheme with the provisions of any law including company law, taxation and capital market related laws or as regards any legal implications or issues arising thereon. SBICAP assumes no responsibility for updating or revising our opinion based on circumstances or events occurring after the date hereof. SBICAP does not express any opinion as to the price at which shares of the resultant entity may trade at any time, including subsequent to the date of this opinion. In rendering the Opinion, SBICAP has assumed, that the composite scheme of arrangement and amalgamation will be implemented on the terms described therein, without any waiver or modification of any material terms or conditions, and that in the course of obtaining the necessary regulatory or third party approvals for the scheme, no delay, limitation, restriction or condition will be imposed that would have an adverse effect on the entities under the scheme and / or its holding or subsidiaries or affiliates and their respective shareholders.

In the past, SBICAP may have provided, and may currently or in the future provide, investment banking services to the entities under the scheme and / or its holding or subsidiaries or affiliates and their respective shareholders, for which services SBICAP has received or may receive customary fees. In addition, in the ordinary course of their respective businesses, affiliates of SBICAP may actively trade securities of the entities under the scheme and / or its holding or subsidiaries or affiliates and their respective shareholders for their own accounts and for the accounts of their customers and, accordingly, may at any time hold a position in such securities. SBICAP engagement and the opinion expressed herein are for the benefit of the Board of Directors of the Company only to fulfill the requirements of the SEBI (Listing Obligations and Disclosure Requirement Regulations), 2015, as amended, read with SEBI Circular no. CIR/CFD/CMD/16/2015 dated November 30, 2015 and for no other purposes. Neither SBICAP, nor its affiliates, partners, directors, shareholders, managers, employees or agents of any of them, makes any representation or warranty, express or implied, as to the information and documents provided to us, based on which the opinion has been issued. All such parties and entities expressly disclaim any and all liability for, or based on or relating to any such information contained therein.

This certificate is furnished on a strictly confidential basis and is for the sole use of the person to whom it is addressed, neither this certificate, nor the information contained herein, may be reproduced or passed to any person or used for any purpose other than stated above, without the prior written approval from SBICAP. By accepting a copy of this certificate, the recipient accepts the terms of this Notice, which forms an integral part of this certificate.

SBI CAPITAL MARKETS MUMBAI

ANNEXURE - 3

DCS/AMAL/AC/24(f)/413/2016-17
June 08, 2016

The Company Secretary,
HCL TECHNOLOGIES LTD.
806, Siddharth 96, Nehru Place,
New Delhi, Delhi, 110019.

Sir/Madam,

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

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

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

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

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

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

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

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

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

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

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

Yours faithfully,

Nitin Pujari
Manager

ANNEXURE - 4

NATIONAL STOCK EXCHANGE OF INDIA LIMITED

NIFTY 50 Stock of the nation

Ref: NSE/LIST/75635

June 07, 2016

The Company Secretary
HCL Technologies Limited
806, Siddharth,
96, Nehru Place,
New Delhi – 110019.

Kind Attn.: Mr. Manish Anand

Dear Sir,

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

This has reference to draft Scheme of Arrangement and Amalgamation under section 391 read with section 394 of the Companies Act, 1956 amongst Geometric Limited (GL or Demerged Company or Transferor Company) and HCL Technologies Limited (HL or Resulting Company) and 3DPLM Software Solutions Limited (GSL or Transferee Company) and their respective shareholders and creditors vide your letter dated April 21, 2016.

Based on our letter reference no. NSE/LIST/74352 submitted to SEBI and pursuant to SEBI Circular no. CIR/CFD/CMD/16/2015 dated November 30, 2015, SEBI has vide letter dated June 07, 2016, has given following comments on the draft Scheme of Arrangement:

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

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

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

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

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

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

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

Kamlesh Patel
Manager

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

HCL TECHNOLOGIES LTD.
Corporate Identity Number: L74140DL1991PLC046369
A 10-11, Sector 3, NOIDA 201 301, UP, India.
T: +91 120 4013000 F: +91 120 2526907
Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.
www.hcltech.com
www.hcl.com

May 26, 2016

Mr. Nitin Pujari
Deputy Manager- Listing
BSE Limited
P. J. Towers, Dalal Street
Mumbai – 400 001

Ms. Rachna Vyas Baniya
Assistant Manager- Listing Compliance Department
The National Stock Exchange of India Limited
Exchange Plaza, 5th Floor
Plot No. C/1, G Block
Bandra – Kurla Complex, Bandra (East)
Mumbai – 400 051

Sub: Application for grant of approval to the Composite Scheme of Arrangement under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Dear Sir,

This is further to our application dated April 21, 2016 on the captioned subject.

In terms of the provisions of the SEBI Circular no. CIR/CFD/DIL/5/2013 dated February 4, 2013 read with Circular no. CIR/CFD/DIL/8/2013 dated May 21, 2013, enclosed is the Report stating details of complaints on the Scheme of Arrangement. **(Annexure- a)**

Further, as required vide the above circulars, the said Complaint report has also been uploaded on our website www.hcltech.com.

We would request you to kindly take the same on record and grant approval under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 for the proposed Composite Scheme of Arrangement.

Thanking you

Yours faithfully
For **HCL Technologies Limited**

Manish Anand
Company Secretary
Tel: +91 120 4013000 (Extn. 3009), 2556436 (D)
Mobile: +91 9810799759
E-mail: manishanand@hcl.com

Encl:a/a

Complaint Report
(Period: April 27, 2015 to May 25, 2016)

Part A:

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

Part B:

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

For **HCL Technologies Limited**

Manish Anand
Company Secretary

rre

Format of holding of specified securities

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

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

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

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

HCL Technologies Limited

Anand,

ANNEXURE - 6A

Table I - Summary Statement holding of specified securities

Category (I)	Category of shareholder (II)	Nos. of shareholders (III)	No. of fully paid up equity shares held (IV)	No. of Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = (IV)+(V)+ (VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)				No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialized form (XIV)
								No of Voting Rights			Total as a % of (A+B+C)			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	
								Class eg: X	Class eg: Y	Total								
(A)	Promoter & Promoter Group	6	851,569,308	-	-	851,569,308	60.38%	851,569,308	-	851,569,308	60.38%	-	-	-	-	-	-	851,569,308
(B)	Public	149,945	558,812,006	-	-	558,812,006	39.62%	558,812,006	-	558,812,006	39.62%	-	-			NA		558,154,169
(C)	Non Promoter- Non Public	-	-	-	-	-	-	-	-	-	0.00%	-	-	-	-	NA		-
(C1)	Shares underlying DRs	-	-	-	-	-	NA	-	-	-	0.00%	-	-	-	-	NA		-
(C2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	0.00%	-	-	-	-	NA		-
	Total	149,951	1,410,381,314	-	-	1,410,381,314	100.00%	1,410,381,314	-	1,410,381,314	100.00%	-	-	-	-			1,409,723,477

HCL Technologies Limited

Anand

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

	Category & Name of the Shareholders (I)	PAN (II)	No. of shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	Nos. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV+V+VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) as a % of A+B+C2	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered(XIII)		Number of equity shares held in dematerialized form (XIV)
									No of Voting Rights			Total as a % of Total Voting rights			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total shares held (b)	
									Class eg. X	Class e.g. Y	Total								
(1)	Indian																		
(a)	Individuals/Hindu undivided Family		3	788	-	-	788	0.00%	788	-	788	0.00%	-	0.00%	-	-	-	-	788
	Mr. Shiv Nadar	ACIPN3306A	1	368	-	-	368	0.00%	368	-	368	0.00%	-	0.00%	-	-	-	-	368
	Ms. Kiran Nadar	ACPPN5724H	1	72	-	-	72	0.00%	72	-	72	0.00%	-	0.00%	-	-	-	-	72
	Ms. Roshni Nadar Malhotra	ABRPN2766L	1	348	-	-	348	0.00%	348	-	348	0.00%	-	0.00%	-	-	-	-	348
(b)	Central Government/ State Government(s)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	-	-	-
(c)	Financial Institutions/ Banks		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	-	-	-
(d)	Any Other (specify)		2	612,470,704	-	-	612,470,704	43.43%	612,470,704	-	612,470,704	43.43%	-	43.43%	-	-	-	-	612,470,704
	(i) Body Corporate																		
	HCL Corporation Pvt. Ltd.	AADCG2625M	1	12,373,680	-	-	12,373,680	0.88%	12,373,680	-	12,373,680	0.88%	-	0.88%	-	-	-	-	12,373,680
	Vama Sundari Investments (Delhi) Pvt. Ltd.	AACCV8937E	1	600,097,024	-	-	600,097,024	42.55%	600,097,024	-	600,097,024	42.55%	-	42.55%	-	-	-	-	600,097,024
	Sub-Total (A)(1)		5	612,471,492	-	-	612,471,492	43.43%	612,471,492	-	612,471,492	43.43%	-	43.43%	-	-	-	-	612,471,492
(2)	Foreign																		
(a)	Individuals (Non-Resident Individuals/ Foreign		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b)	Government		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Institutions		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Foreign Portfolio Investor		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Any Other (specify)		1	239,097,816	-	-	239,097,816	16.95%	239,097,816	-	239,097,816	16.95%	-	16.95%	-	-	-	-	239,097,816
	(i) Bodies Corporate																		
	HCL Fibrolings Private Ltd.	AABCH7500Q	1	239,097,816	-	-	239,097,816	16.95%	239,097,816	-	239,097,816	16.95%	-	16.95%	-	-	-	-	239,097,816
	Sub-Total (A)(2)		1	239,097,816	-	-	239,097,816	16.95%	239,097,816	-	239,097,816	16.95%	-	16.95%	-	-	-	-	239,097,816
Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)			6	851,569,308	-	-	851,569,308	60.38%	851,569,308	-	851,569,308	60.38%	-	60.38%	-	-	-	-	851,569,308

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

Note:

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

2) The term "Encumbrance" has the same meaning as assigned under regulation 28(3) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

HCL Technologies Limited

Table III - Statement showing shareholding pattern of the Public shareholder

	Category & Name of the Shareholders (I)	PAN (II)	No. of shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid up equity shares held (V)	Nos. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV+V+VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) as a % of A+B+C2	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialized form (XIV)
									No of Voting Rights			Total as a % of Total Voting rights			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total shares held (b)	
									Class X	ClassY	Total								
(1)	Institutions																	NA	
(a)	Mutual Funds		329	61,425,705	-	-	61,425,705	4.36%	61,425,705	-	61,425,705	4.36%	-	4.36%	-	-		NA	61,423,541
(b)	Venture Capital Funds		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		NA	-
(c)	Alternate Investment Funds		1	6,000	-	-	6,000	0.00%	6,000	-	6,000	0.00%	-	0.00%	-	-		NA	6,000
(d)	Foreign Venture Capital Investors		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		NA	-
(e)	Foreign Portfolio Investors		899	379,934,660	-	-	379,934,660	26.94%	379,934,660	-	379,934,660	26.94%	-	26.94%	-	-		NA	379,933,860
(f)	Financial Institutions/ Banks		31	1,910,119	-	-	1,910,119	0.14%	1,910,119	-	1,910,119	0.14%	-	0.14%	-	-		NA	1,909,323
(g)	Insurance Companies		35	16,872,761	-	-	16,872,761	1.20%	16,872,761	-	16,872,761	1.20%	-	1.20%	-	-		NA	16,872,761
(h)	Provident Funds/ Pension Funds		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		NA	-
(i)	Any Other (specify)																		
(i)	Foreign Banks		3	1,200	-	-	1,200	0.00%	1,200	-	1,200	0.00%	-	0.00%	-	-		NA	1,200
	Sub-Total (B)(1)		1,308	460,150,445	-	-	460,150,445	32.63%	460,150,445	-	460,150,445	32.63%	-	32.63%	-	-		NA	460,146,685
(2)	Central Government/ State Government(s)/ President of India		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		NA	-
	Sub-Total (B)(2)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		NA	-
(3)	Non-institutions																		
(a)	Individuals - i. Individual shareholders holding nominal share capital up		140,294	37,882,014	-	-	37,882,014	2.69%	37,882,014	-	37,882,014	2.69%	-	2.69%	-	-		NA	37,266,677
	ii. Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.		16	3,131,430	-	-	3,131,430	0.22%	3,131,430	-	3,131,430	0.22%	-	0.22%	-	-		NA	3,131,430
(b)	NBFCs registered with RBI		18	176,651	-	-	176,651	0.01%	176,651	-	176,651	0.01%	-	0.01%	-	-		NA	176,651
(c)	Employee Trusts		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		NA	-
(d)	Overseas Depositories (holding DRs) (balancing figure)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		NA	-
(e)	Any Other (specify)																		
(i)	Bodies Corporate		1,447	44,439,378	-	-	44,439,378	3.15%	44,439,378	-	44,439,378	3.15%	-	3.15%	-	-		NA	44,410,958
(ii)	Trusts		40	2,355,820	-	-	2,355,820	0.17%	2,355,820	-	2,355,820	0.17%	-	0.17%	-	-		NA	2,355,820
(iii)	Foreign Nationals		12	74,767	-	-	74,767	0.01%	74,767	-	74,767	0.01%	-	0.01%	-	-		NA	74,767
(iv)	Non-Resident Indians		4,107	7,192,368	-	-	7,192,368	0.51%	7,192,368	-	7,192,368	0.51%	-	0.51%	-	-		NA	7,182,928
(v)	Overseas Corporate Bodies		9	18,124	-	-	18,124	0.00%	18,124	-	18,124	0.00%	-	0.00%	-	-		NA	17,244
(vi)	Clearing Members		508	2,879,933	-	-	2,879,933	0.20%	2,879,933	-	2,879,933	0.20%	-	0.20%	-	-		NA	2,879,933
(vii)	Hindu Undivided Families		2,168	511,076	-	-	511,076	0.04%	511,076	-	511,076	0.04%	-	0.04%	-	-		NA	511,076
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)		149,945	558,812,006	-	-	558,812,006	39.63%	558,812,006	-	558,812,006	39.63%	-	39.63%	-	-			558,154,169

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

Note:

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

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

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

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

Note:

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

HCL Technologies Limited

POST

Format of holding of specified securities **(Post Scheme of Arrangement)**

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

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

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

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

For HCL TECHNOLOGIES LIMITED
MANISH ANAND
Company Secretary
21/4/2016

HCL Technologies Limited

ANNEXURE - 6B

Table I - Summary Statement holding of specified securities

Category (I)	Category of shareholder (II)	Nos. of shareholders (III)	No. of fully paid up equity shares held (IV)	No. of Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = (IV)+(V)+ (VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)				No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialized form (XIV)
								No of Voting Rights			Total as a % of (A+B+C)			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	
								Class eg: X	Class eg: Y	Total								
(A)	Promoter & Promoter Group	6	851,569,308	-	-	851,569,308	59.72%	851,569,308	-	851,569,308	59.72%	-	-	-	-	-	-	851,569,308
(B)	Public	176,133	574,452,552	-	-	574,452,552	40.28%	574,452,552	-	574,452,552	40.28%	-	-			NA		558,154,169
(C)	Non Promoter- Non Public	-	-	-	-	-	-	-	-	-	0.00%	-	-	-	-	NA		-
(C1)	Shares underlying DRs	-	-	-	-	-	NA	-	-	-	0.00%	-	-	-	-	NA		-
(C2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	0.00%	-	-	-	-	NA		-
	Total	176,139	1,426,021,860	-	-	1,426,021,860	100.00%	1,426,021,860	-	1,426,021,860	100.00%	-	-	-	-			1,409,723,477

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

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

For HCL TECHNOLOGIES LIMITED

MANISH ANAND
Company Secretary

HCL Technologies Limited

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

	Category & Name of the Shareholders (I)	PAN (II)	No. of shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	Nos. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV+V+VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) as a % of A+B+C2	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered(XIII)		Number of equity shares held in dematerialized form (XIV)
									No of Voting Rights			Total as a % of Total Voting rights			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total shares held (b)	
									Class eg. X	Class e.g. Y	Total								
(1)	Indian																		
(a)	Individuals/Hindu undivided Family		3	788	-	-	788	0.00%	788	-	788	0.00%	-	0.00%	-	-	-	-	788
	Mr. Shiv Nadar	ACPN3308A	1	368	-	-	368	0.00%	368	-	368	0.00%	-	0.00%	-	-	-	-	368
	Ms. Kiran Nadar	ACPPN5724N	1	72	-	-	72	0.00%	72	-	72	0.00%	-	0.00%	-	-	-	-	72
	Ms. Roshni Nadar Malhotra	ABRPN2750L	1	348	-	-	348	0.00%	348	-	348	0.00%	-	0.00%	-	-	-	-	348
(b)	Central Government/ State Government(s)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	-	-	-
(c)	Financial Institutions/ Banks		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	-	-	-
(d)	Any Other (specify)		2	612,470,704	-	-	612,470,704	42.95%	612,470,704	-	612,470,704	42.95%	-	42.95%	-	-	-	-	612,470,704
(i)	Body Corporates																		
	HCL Corporation Pvt. Ltd.	AADCG2825M	1	12,373,680	-	-	12,373,680	0.87%	12,373,680	-	12,373,680	0.87%	-	0.87%	-	-	-	-	12,373,680
	Vama Sundari Investments (Delhi) Pvt. Ltd.	AACCV8937E	1	600,097,024	-	-	600,097,024	42.08%	600,097,024	-	600,097,024	42.08%	-	42.08%	-	-	-	-	600,097,024
	Sub-Total (A)(1)		5	612,471,492	-	-	612,471,492	42.95%	612,471,492	-	612,471,492	42.95%	-	42.95%	-	-	-	-	612,471,492
(2)	Foreign																		
(a)	Individuals (Non-Resident Individuals/ Foreign		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b)	Government		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Institutions		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Foreign Portfolio Investor		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Any Other (specify)		1	239,097,816	-	-	239,097,816	16.77%	239,097,816	-	239,097,816	16.77%	-	16.77%	-	-	-	-	239,097,816
(i)	Bodies Corporate																		
	HCL Holdings Private Ltd.	AAICH7320Q	1	239,097,816	-	-	239,097,816	16.77%	239,097,816	-	239,097,816	16.77%	-	16.77%	-	-	-	-	239,097,816
	Sub-Total (A)(2)		1	239,097,816	-	-	239,097,816	16.77%	239,097,816	-	239,097,816	16.77%	-	16.77%	-	-	-	-	239,097,816
Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)			6	851,569,308	-	-	851,569,308	59.72%	851,569,308	-	851,569,308	59.72%	-	59.72%	-	-	-	-	851,569,308

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

Note:

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

For HCL TECHNOLOGIES LIMITED

MANISH ANAND
Company Secretary

Table III - Statement showing shareholding pattern of the Public shareholder

	Category & Name of the Shareholders (I)	PAN (II)	No. of shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	Nos. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV+V+VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) as a % of A+B+C2	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialized form (XIV)
									No of Voting Rights			Total as a % of Total Voting rights			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total shares held (b)	
									Class X	Class Y	Total								
(1)	Institutions																	N/A	
(a)	Mutual Funds		340	61,425,842	-	-	61,425,842	4.31%	61,425,842	-	61,425,842	4.31%	-	4.31%	-	-		N/A	61,423,341
(b)	Venture Capital Funds		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		N/A	-
(c)	Alternate Investment Funds		1	6,000	-	-	6,000	0.00%	6,000	-	6,000	0.00%	-	0.00%	-	-		N/A	6,000
(d)	Foreign Venture Capital Investors		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		N/A	-
(e)	Foreign Portfolio Investors		832	381,163,297	-	-	381,163,297	26.73%	381,163,297	-	381,163,297	26.73%	-	26.73%	-	-		N/A	379,933,860
(f)	Financial Institutional Banks		34	1,927,094	-	-	1,927,094	0.14%	1,927,094	-	1,927,094	0.14%	-	0.14%	-	-		N/A	1,909,323
(g)	Insurance Companies		30	16,868,814	-	-	16,868,814	1.18%	16,868,814	-	16,868,814	1.18%	-	1.18%	-	-		N/A	16,872,761
(h)	Provident Funds/ Pension Funds		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		N/A	-
(i)	Any Other (specify)																		
	(i) Foreign Banks		3	1,200	-	-	1,200	0.00%	1,200	-	1,200	0.00%	-	0.00%	-	-		N/A	1,200
	Sub-Total (B)(1)		1,340	461,412,247	-	-	461,412,247	32.36%	461,412,247	-	461,412,247	32.36%	-	32.36%	-	-		N/A	460,146,685
(2)	Central Government/ State Government(s)/ President of India																		
			-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		N/A	-
	Sub-Total (B)(2)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		N/A	-
(3)	Non-Institutions																		
(a)	Individuals - i. Individual shareholders holding nominal share capital		164,459	41,986,448	-	-	41,986,448	2.94%	41,986,448	-	41,986,448	2.94%	-	2.94%	-	-		N/A	37,266,677
	ii. Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.		20	7,346,808	-	-	7,346,808	0.52%	7,346,808	-	7,346,808	0.52%	-	0.52%	-	-		N/A	3,131,430
(b)	NBFCs registered with RBI		18	176,651	-	-	176,651	0.01%	176,651	-	176,651	0.01%	-	0.01%	-	-		N/A	176,651
(c)	Employee Trusts		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		N/A	-
(d)	Overseas Depositories (holding DRs) (balancing figure)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		N/A	-
(e)	Any Other (specify)																		
	(i) Bodies Corporate		1,959	49,788,386	-	-	49,788,386	3.49%	49,788,386	-	49,788,386	3.49%	-	3.49%	-	-		N/A	48,418,958
	(ii) Trusts		41	2,356,518	-	-	2,356,518	0.17%	2,356,518	-	2,356,518	0.17%	-	0.17%	-	-		N/A	2,350,825
	(iii) Foreign Nationals		12	74,767	-	-	74,767	0.01%	74,767	-	74,767	0.01%	-	0.01%	-	-		N/A	74,767
	(iv) Non-Resident Indians		4,875	7,406,527	-	-	7,406,527	0.52%	7,406,527	-	7,406,527	0.52%	-	0.52%	-	-		N/A	7,182,928
	(v) Overseas Corporate Bodies		9	18,124	-	-	18,124	0.00%	18,124	-	18,124	0.00%	-	0.00%	-	-		N/A	17,244
	(vi) Clearing Members		839	3,055,724	-	-	3,055,724	0.21%	3,055,724	-	3,055,724	0.21%	-	0.21%	-	-		N/A	2,879,930
	(vii) Hindu Undivided Families		2,056	830,352	-	-	830,352	0.06%	830,352	-	830,352	0.06%	-	0.06%	-	-		N/A	511,076
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)		176,133	574,452,552	-	-	574,452,552	40.28%	574,452,552	-	574,452,552	40.28%	-	40.28%	-	-			558,154,169

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

Note:

1). ESOPs granted by Geometric Limited to its employees under its ESOP schemes will result in issuance of 22,23,932 shares of Geometric Ltd. Against this, the equivalent shares that will be issued by HCL Technologies Limited have been included in the shareholding of Individual Shareholders at 3(a)(i) above.

2) The Post Shareholding pattern may undergo changes subject to (a) the trading of shares by the shareholders of HCL Technologies Limited and Geometric Limited (b) issuance of shares by HCL Technologies Limited under its ESOP Plan.

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

4) The above format needs to be disclosed along with the name of following persons:
Institutions/Non Institutions holding more than 1% of total number of shares.

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

For HCL TECHNOLOGIES LIMITED

MANISH ANAND
Company Secretary

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

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

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

Note:

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

For HCL TECHNOLOGIES LIMITED

MANISH ANAND
Company Secretary
21/4/2016

HCL Technologies Limited

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

GEOMETRIC LIMITED MUMBAI - 400 079

ANNEXURE - 7

Table I - Summary Statement holding of specified securities

Category	Category of Shareholder	Nos. of Shareholders	Nos. of fully paid up equity shares held	Nos. of partly paid up equity shares held	Nos. of shares underlying Depository Receipts	Total Nos. Shares held	Shareholding as a% of total no of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities				Nos. of shares underlying Outstanding Convertible securities (including warrants)	Shareholding as a % assuming full conversion of convertible securities (as a prcentage of diluted share capital)	Number of Locked in shares		Number of shares pledged or otherwise encumbered		Number of Equity shares held in dematerialized form
								No of Voting Rights			Total as a % of Total Voting rights			No	As a % of total Shares held	No	As a % of total Shares held	
								Class eg: X	Class eg:Y	Total								
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)=(IV)+(V)+(VI)	(VIII) as a % of (A+B+C2)	(IX)				(X)	(XI)=(VII)+(X) as a % of (A+B+C2)	(XII)		(XIII)		(XIV)
(A)	Promoter & Promoter Group	7	24,518,933	-	-	24,518,933	37.70	24,518,933	-	24,518,933	37.70	-	-	-	-	-	-	24,518,933
(B)	Public	26181	40,511,481	-	-	40,511,481	62.30	40,511,481	-	40,511,481	62.30	-	-	-	-	-	-	40,116,911
(C)	Non Promoter-Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	NA	NA	-
(C1)	Shares underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	NA	NA	-
(C2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	NA	NA	-
	Total	26,188	65,030,414	-	-	65,030414	100.00	65,030,414	-	65,030,414	100	-	-	-	-	-	-	64,635,844

GEOMETRIC LIMITED
MUMBAI - 400 079

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

	Category & Name of the Shareholders	PAN	No. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding Convertible securities (including	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form
									No of Voting Rights			Total as a % of Total Voting rights			No.	As a % of total Shares held	No.	As a % of total Shares held	
									Class X	ClassY	Total				(a)	(b)	(a)	(b)	
	(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	% (A+B+C2) VIII	(IX)				(X)	(XI)= (VII)+(X) As a % of (A+B+C2)	(XII)		(XIII)		(XIV)
1	Indian																		
(a)	Individuals/Hindu undivided Family		3	4,364,925	-	-	4,364,925	6.71	4,364,925	-	4,364,925	6.7121	-	6.7121	-	-	-	-	4,364,925
	Manu M Parpia	AACPP8377R	1	4,091,425	-	-	4,091,425	6.29	4091425	-	4091425	6.2916	-	6.2916	-	-	-	-	4,091,425
	Lynn M Parpia	AAJPP1164B	1	239,250	-	-	239,250	0.37	239250	-	239250	0.3679	-	0.3679	-	-	-	-	239,250
	Alia Hermione Manu Parpia	AICPP5443J	1	34,250	-	-	34,250	0.05	34250	-	34250	0.0527	-	0.0527	-	-	-	-	34,250
(b)	Central Government/ State Government(s)		-	-	-	-	-	-	0	-	0	0.0000	-	0.0000	-	-	-	-	-
(c)	Financial Institutions/ Banks		-	-	-	-	-	-	0	-	0	0.0000	-	0.0000	-	-	-	-	-
(d)	Any Other(specify)		4	20,154,008	-	-	20,154,008	30.99	20154008	-	20154008	30.9917	-	30.9917	-	-	-	-	20,154,008
	Bodies Corporate		4	20,154,008	-	-	20,154,008	30.99	20154008	-	20154008	30.9917	-	30.9917	-	-	-	-	20,154,008
	Godrej And Boyce Mfg Co Ltd	AAACG1385O	3	12,175,000	-	-	12,175,000	18.72	12175000	-	12175000	18.7220	-	18.7220	-	-	-	-	12,175,000
	Godrej Investments Pvt Ltd	AAACG1381H	1	7,979,008	-	-	7,979,008	12.27	7979008	-	7979008	12.2697	-	12.2697	-	-	-	-	7,979,008
	Sub-Total (A)(1)		7	24,518,933	-	-	24,518,933	37.70	24518933	-	24518933	37.7038	-	37.7038	-	-	-	-	24,518,933
2	Foreign						-	-											
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b)	Government		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Institutions		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Foreign Portfolio Investor		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Any Other (specify)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Sub-Total (A)(2)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)		7	24,518,933	-	-	24,518,933	38	24,518,933	-	24,518,933.00	37.70	-	37.70	-	-	-	-	24,518,933

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

GEOMETRIC LIMITED MUMBAI - 400 07

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

No. of shareholders	No. of Shares held
NA	-



Table III - Statement showing shareholding pattern of the Public shareholder

	Category & Name of the Shareholders	PAN	Nos. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts (vi)	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding Convertible securities (Including Warrants)	Total shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form
									No of Voting Rights			Total as a % of Total Voting rights			No. (a)	As a % of total Shares held (b)	No (a)	As a % of total shares held (Not applicable) (b)	
									Class X	Class Y	Total								
	(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)= IV+V+VI	% (A+B+C2) (VIII)	(IX)				(X)	(XI)	(XII)		(XIII)		(XIV)
1	Institutions																		
(a)	Mutual Funds/		1	187	-	-	187	0.001	187	-	187	0.001	-	-	-	-	-	-	187
(b)	Venture Capital Funds		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Alternate Investment Funds		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Foreign Venture Capital Investors		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Foreign Portfolio Investors		33	5283141	-	-	5,283,141	8.12	5,283,141	-	5,283,141	8.1241	-	-	-	-	-	-	5,283,141
	Mercer Qif Fund Plc - Mercer Investment Fund 1 - Fifth Investment Management Pte Ltd	AAJCM5940N		681,543			681,543	1.05	681,543	-	681,543	1.0480	-	-	-	-	-	-	681,543
(f)	Financial Institutions/ Banks		3	72,994	-	-	72,994	0.11	72,994	-	72,994	0.1122	-	-	-	-	-	-	72,994
(g)	Insurance Companies		1	69,026	-	-	69,026	0.11	69,026	-	69,026	0.1061	-	-	-	-	-	-	69,026
(h)	Provident Funds/ Pension Funds		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(i)	Any Other (specify)				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Sub-Total (B)(1)		38	5,425,748	-	-	5,425,748	8.39	5,425,748	-	5,425,748	8.3434	-	-	-	-	-	-	5,425,748
2	Central Government/ State Government(s)/ President of India						-	-	-	-	-	-						-	
	Sub-Total (B)(2)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3	Non-Institutions						-	-	-	-	-	-						-	
(a)	Individual		24,161	28,861,334	-	-	28,861,334	44.38	28,861,334	-	28,861,334	44.38	-	-	-	-	-	-	28,472,014
	i. Individuals-Individual shareholders holding nominal share capital up to Rs .2 Lakhs		24,149	14,826,633	-	-	14,826,633	22.80	14,826,633	-	14,826,633	22.80	-	-	-	-	-	-	14,438,313
	ii. Individual shareholders holding nominal share capital in excess of Rs .2 Lakhs		12	14,034,701	-	-	14,034,701	21.58	14,034,701	-	14,034,701	21.58	-	-	-	-	-	-	14,034,701
	Jhunjhunwala Rakesh Radheshyam	ACPPJ5449M		8,261,250	-	-	8,261,250	12.70	8,261,250	-	8,261,250	12.70	-	-	-	-	-	-	8,261,250
	Jhunjhunwala Rekha Rakesh	AAEPJ2191B		990,000	-	-	990,000	1.52	990,000	-	990,000	1.52	-	-	-	-	-	-	990,000
	Rakesh Radheshyam Jhunjhunwala	AAEFR8176J		3,000,000	-	-	3,000,000	4.61	3,000,000	-	3,000,000	4.61	-	-	-	-	-	-	3,000,000
(b)	NBFCs registered with RBI		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Employee Trusts		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Overseas Depositories (holding DRs)(Balancing figure)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Any Other (specify)		1,982	6,224,399	-	-	6,224,399	9.57	6,224,399	-	6,224,399	9.57	-	-	-	-	-	-	6,218,149
	Trusts		1	3,000	-	-	3,000	0.00	3,000	-	3,000	0.00	-	-	-	-	-	-	3,000
	Hindu Undivided Family		670	1,372,886	-	-	1,372,886	2.11	1,372,886	-	1,372,886	2.11	-	-	-	-	-	-	1,372,886
	Non Resident Indians (Non Repat)		154	338,755	-	-	338,755	0.52	338,755	-	338,755	0.52	-	-	-	-	-	-	338,755

GEOMETRIC LIMITED
MUMBAI - 400 079

	Category & Name of the Shareholders	PAN	Nos. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts (VI)	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding Convertible securities (Including Warrants)	Total shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form
									No of Voting Rights			Total as a % of Total Voting rights			No.	As a % of total Shares held	No	As a % of total shares held (Not applicable)	
									Class X	Class Y	Total				(a)	(b)	(a)	(b)	
	(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)= IV+V+VI	% (A+B+C2) (VIII)	(IX)				(X)	(XI)	(XII)		(XIII)		(XIV)
	Non Resident Indians (Repat)		314	582,128	-	-	582,128	0.90	582,128	-	582,128	0.90	-	-	-	-	-	-	582,128
	Clearing Member		330	755,903	-	-	755,903	1.16	755,903	-	755,903	1.16	-	-	-	-	-	-	755,903
	Bodies Corporate		508	2,846,727	-	-	2,846,727	4.38	2,846,727	-	2,846,727	4.38	-	-	-	-	-	-	2,840,477
	Directors		5	325,000	-	-	325,000	0.50	325,000	-	325,000	0.50	-	-	-	-	-	-	325,000
	Sub Total (B)(3)		**26,143**	**35,085,733**	-	-	**35,085,733**	**53.95**	**35,085,733**	-	**35,085,733**	**53.95**	-	-	-	-	-	-	**34,691,163**
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)		26,383	46,511,461	-	-	46,511,461	71.50	46,511,461	-	46,511,461	71.50	-	-	-	-	-	-	46,116,911

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

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

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

GEOMETRIC LIMITED
MUMBAI - 400 079

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

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



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

No. of shareholders	No. of Shares
NA	-



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

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

Note

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

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

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

OMETRIC LIMITED MUMBAI - 400 079

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

ANNEXURE -8A

Table I - Summary Statement holding of specified securities

Category	Category of Shareholder	Nos. of Shareholders	Nos. of fully paid up equity shares held	Nos. of partly paid up equity shares held	Nos. of shares underlying Depository Receipts	Total Nos. Shares held	Shareholding as a% of total no of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities					Nos. of shares underlying Outstanding Convertible securities (including warrants)	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of shares pledged or otherwise encumbered		Number of Equity shares held in dematerialized form
								No of Voting Rights				Total as a % of Total Voting rights			No	As a % of total Shares held	No	As a % of total Shares held	
								Equity - Regular	Class A	Class B	Total								
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)=(IV)+(V)+(VI)	(VIII) as a % of (A+B+C2)	(IX)					(X)	(XI)=(VII)+(X) as a % of (A+B+C2)	(XII)		(XIII)		(XIV)
(A)	Promoter & Promoter Group	9	1552200	-	-	1,552,200	100.00	1,391,989	87,246	72,965	1,552,200	100	-	-	-	-	-	-	0
(B)	Public																		
(C)	Non Promoter-Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C1)	Shares underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total	9	1,552,200	-	-	1,552,200	100.00	1,391,989	87,246	72,965	1,552,200	100	-	-	-	-	-	-	-

GEOMETRIC LIMITED
MUMBAI - 400 079

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

	Category & Name of the Shareholders	PAN	No. of shareholdor	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities					No. of Shares Underlying Outstanding Convertible securities (including	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form
									No of Voting Rights				Total as a % of Total Voting rights			No.	As a % of total Shares held	No.	As a % of total Shares held	
									Equity - Regular	Class A	Class B	Total				(a)	(b)	(a)	(b)	
	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	% (A+B+C2) Viii	(ix)					(x)	(xi)= (vii)+(x) As a % of (A+B+C2)	(xii)		(xiii)		(xiv)
1	Indian																			
(a)	Individuals/Hindu undivided Family		6	6	-	-	6	0.00	6			6	0.0004	-		-	-	-	-	-
	Geometric. Ltd. Jointly with Shashank Patkar		1	1	-	-	1	0.00	1			1	0.0001							
	Geometric Ltd. Jointly with Sudarshan Mugasale		1	1	-	-	1	0.00	1			1	0.0001							
	Geometric Ltd. Jointly with Pallavi Pathak		1	1	-	-	1	0.00	1			1	0.0001							
	Geometric. Ltd. Jointly with Uttam Gujrati		1	1	-	-	1	0.00	1			1	0.0001							
	Geometric Ltd. Jointly with Mumtaz Khan		1	1	-	-	1	0.00	1			1	0.0001							
	Geometric Ltd. Jointly with Shilpa Jadhav		1	1	-	-	1	0.00	1			1	0.0001							
(b)	Central Government/ State Government(s)		-	-	-	-	-	-	0		-	0	0.0000	-		-	-	-	-	-
(c)	Financial Institutions/ Banks		-	-	-	-	-	-	0		-	0	0.0000	-		-	-	-	-	-
(d)	Any Other(specify)																			
	Bodies Corporate		1	900,194	-	-	900,194	57.9947	900194	0	-	900194	57.99	-		-	-	-	-	-
	Geometric Limited		1	900,194	-	-	900,194	57.99	900194		-	900194	57.99	-		-	-	-	-	-
	Sub-Total (A)(1)		7	900,200	-	-	900,200	57.99	900200	0	0	900200	57.99	-		-	-	-	-	-
2	Foreign						-	-												
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
(b)	Government		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
(c)	Institutions		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
(d)	Foreign Portfolio Investor		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
(e)	Any Other (specify)		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
	Foreign promoter shareholders		2	652,000	-	-	652,000	42.00	491789	87246	71,965	652000	42.00	-		-	-	-	-	-
	Dassault Systemes		1	385,800			385,800	24.86	385,800			385,800	24.86							
	Dassault Systemes Americas, Corp		1	266,200			266,200	17.15	105,989	87,246	72,965	166,200	17.15							
	Sub-Total (A)(2)		2	652,000	-	-	652,000	42.00	491,789	87,246	72,965	652,000	42.00	-	-	-	-	-	-	-
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)		9	1,552,200	-	-	1,552,200	100	1,391,989	87,246.00	72,965.00	1,552,200.00	100.00	-	-	-	-	-	-	-

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

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

No. of shareholders	No. of Shares held
NA	-



Table III - Statement showing shareholding pattern of the Public shareholder

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

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

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

Note

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

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

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

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

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



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

No. of shareholders	No. of Shares
NA	-



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

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

Note

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

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

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

GEOMETRIC LIMITED MUMBAI - 400 079

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

GEOMETRIC LIMITED MUMBAI - 400 079

ANNEXURE -8B

Table I - Summary Statement holding of specified securities

Category	Category of Shareholder	Nos. of Shareholders	Nos. of fully paid up equity shares held	Nos. of partly paid up equity shares held	Nos. of shares underlying Depository Receipts	Total Nos. Shares held	Shareholding as a% of total no of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities					Nos. of shares underlying Outstanding Convertible securities (including warrants)	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of shares pledged or otherwise encumbered		Number of Equity shares held in dematerialized form
								No of Voting Rights				Total as a % of Total Voting rights			No	As a % of total Shares held	No	As a % of total Shares held	
								Equity - Regular	Class A	Class B	Total								
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)=(IV)+(V)+(VI)	(VIII) as a % of (A+B+C2)	(IX)					(X)	(XI)=(VII)+(X) as a % of (A+B+C2)	(XII)		(XIII)		(XIV)
(A)	Promoter & Promoter Group	2	652,000	-	-	652,000	100.00	491,789	87,246	72,965	652,000	100.00	-	-	-	-	-	-	0
(B)	Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C)	Non Promoter- Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C1)	Shares underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total	2	652,000	-	-	652,000	100.00	491,789	87,246	72,965	652,000	100	-	-	-	-	-	-	-

Note:

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

GEOMETRIC LIMITED MUMBAI - 400 079

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

	Category & Name of the Shareholders	PAN	No. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities					No. of Shares Underlying Outstanding Convertible securities (including	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form
									No of Voting Rights				Total as a % of Total Voting rights			No.	As a % of total Shares held	No.	As a % of total Shares held	
									Equity - Regular	Class A	Class B	Total				(a)	(b)	(a)	(b)	
	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	% (A+B+C2) Viii	(ix)					(x)	(xi)= (vii)+(x) As a % of (A+B+C2)	(xii)		(xiii)		(xiv)
1	Indian					-														
(a)	Individuals/Hindu undivided Family				-	-	-	-			-			-		-	-	-	-	-
(b)	Central Government/ State Government(s)		-	-	-	-	-	-	0		-					-	-	-	-	-
(c)	Financial Institutions/ Banks		-	-	-	-	-	-	0		-					-	-	-	-	-
(d)	Any Other(specify)																			
2	Foreign						-	-												
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
(b)	Government		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
(c)	Institutions		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
(d)	Foreign Portfolio Investor		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
(e)	Any Other (specify)		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
	Foreign promoter shareholders		2	652,000	-	-	652,000	100	491789	87246	72,965	652000	100	-		-	-	-	-	-
	Dassault Systemes		1	385,800	-	-	385,800	59	385800		-	385800	59	-		-	-	-	-	-
	Dassault Systemes Americas, Corp		1	266,200	-	-	266,200	41	105,989	87246	72965	266,200	41	-		-	-	-	-	-
	Sub-Total (A)(1)		2	652,000	-	-	652,000	100	491789	87246	72965	652000	100	-		-	-	-	-	-
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)			652,000	-	-	652,000	100	491,789	87,246	72,965	652,000	100	-	-	-	-	-	-	-

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

GEOMETRIC LIMITED MUMBAI - 400 079

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

No. of shareholders	No. of Shares held
NA	-



Table III - Statement showing shareholding pattern of the Public shareholder

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

GEOMETRIC LIMITED
MUMBAI - 400 079

	Category & Name of the Shareholders	PAN	Nos. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts (vi)	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding Convertible securities (including Warrants)	Total shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form
									No of Voting Rights			Total as a % of Total Voting rights			No. (a)	As a % of total Shares held (b)	No (a)	As a % of total shares held (Not applicable) (b)	
									Class X	Class Y	Total								
	(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)= IV+V+VI	% (A+B+C2) (VIII)	(IX)				(X)	(XI)	(XII)		(XIII)		(XIV)
	Non Resident Indians (Repat)				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Clearing Member				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Bodies Corporate				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Directors				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Sub Total (B)(3)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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

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

Note

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

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

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

GEOMETRIC LIMITED MUMBAI - 400 079

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

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



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

No. of shareholders	No. of Shares
NA	-



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

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

Note

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

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

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

GEOMETRIC LIMITED MUMBAI - 400 079

IN THE HIGH COURT OF DELHI
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY APPLICATION (M) NO. 100 of 2016
And
COMPANY APPLICATION No. 2947 of 2016

In the matter of the Companies Act, 1956 or any re-enactment thereof;

And

In the matter of Application under Sections 391 to 394 or any amendments to or re-enactment thereof;

And

In the matter of HCL Technologies Limited (Corporate Identity Number: 74140DL1991PLC046369), a company, incorporated under the Companies Act, 1956, having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi - 110019;

...Applicant Company

And

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

...Applicant Company

FORM OF PROXY

I/We, the undersigned, as the Equity Shareholder(s) of HCL Technologies Limited (the above named Applicant) do hereby appoint Shri/ Smt/Ms _____ of _____ and failing him/her Shri/Smt/Ms _____ _____ of _____as my /our Proxy, to act for me/ us at the meeting of the Equity Shareholders of the Company to be held on Tuesday, October 4, 2016 at Shri Satya Sai Auditorium, Bhishma Pitamah Marg, Lodhi Road, New Delhi-110003 at 10.00 a.m. for the purpose of considering, and if thought fit, to approve, with or without modification(s), the proposed composite Scheme of Arrangement and Amalgamation amongst the Applicant Company, Geometric Limited, 3D PLM Software Solutions Limited ("Transferee Company") and their respective shareholders and creditors (the "Scheme") at such meeting and any adjournment / adjournments thereof to vote, for me / us and in my / our name(s) *(here, "if for" insert "for", "if against", insert "against", and in the latter case, strike out the words below either with or without modification(s) after the word "Arrangement") the said Scheme of Arrangement either with or without modification(s) as my/our proxy may approve.

Signatures of proxy
* (Strike out what is not necessary)

Revenue Stamp of Re. 1 to be affixed

Signatures of Equity Shareholder(s) across the stamp

Dated this _____day of_____2016

Name: _____

Address:_____

Regd. Folio No._____

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

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

Notes:

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

HCL TECHNOLOGIES LIMITED

Corporate Identity Number: L74140DL1991PLC046369
Registered Office: 806, Siddharth, 96, Nehru Place, New Delhi-110019
Website: www.hcltech.com **E-mail:** investors@hcl.com
Tel: +91 11 26444812; **Fax:** +91 11 26436336

Court Convened Meeting of the Equity Shareholders of HCL Technologies Limited

ATTENDANCE SLIP

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

I hereby record my presence at the meeting of the Equity Shareholders convened under the directions of Hon'ble High Court of Delhi at New Delhi, vide order dated August 3, 2016 as modified by order dated August 11, 2016 passed in Company Application (M) No. 100 of 2016 and Company Application No. 2947 of 2016 held on Tuesday, October 4, 2016 at Shri Satya Sai Auditorium, Bhishma Pitamah Marg, Lodhi Road, New Delhi-110003 at 10.00 a.m.

Name and Address of the Equity Shareholder: _____

_____

_____

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

No. of Shares : _____

DP Id* : _____

Client Id* : _____

Regd. Folio No. : _____

Name of the proxy holder/
Authorised representative : _____

* Applicable for shareholder(s) holding shares in dematerialized form.
I further declare that above particulars are true and correct to the best of my knowledge.

Signature: _____

Place:
Date :

Important:

1. Equity Shareholder, proxy holder or the Authorized Representative attending this meeting must bring this attendance slip to the meeting and hand over at the entrance duly filled and signed.
2. Equity Shareholder, proxy holder or the Authorized Representative are requested to bring their copy of notice for reference at the meeting.
3. Equity Shareholders are requested to hand over the enclosed Attendance slip, duly signed in accordance with their specimen signature(s) registered with the Company for admission to the meeting hall.
4. The authorized representative of a body corporate which is an equity shareholder of the Applicant Company and any person voting by proxy is required to bring (i) a certified true copy of the resolution of the board of directors or other governing body of the body corporate authorizing such representative to attend and vote at the said meeting, and (ii) valid proof of identity at the meeting.

HCL TECHNOLOGIES LIMITED

Corporate Identity Number : L74140DL1991PLC046369
Registered Office : 806, Siddharth, 96, Nehru Place, New Delhi - 110019
Website : www.hcltech.com; **Email address :** investors@hcl.com
Tel No: +91 11 26444812 **Fax No:** +91 11 26436336

COURT CONVENED MEETING OF THE UNSECURED CREDITORS

Day	Tuesday
Date	October 4, 2016
Time	03:00 p.m.
Venue	Sri Sathya Sai Auditorium, Bhishma Pitamah Marg, Lodhi Road, New Delhi-110003

INDEX

S. No.	Contents	Page No.
1	Notice of Court Convened Meeting of the Unsecured Creditors of HCL Technologies Limited under the provisions of Sections 391 to 394 and other relevant provisions of the Companies Act, 1956 and any amendments thereto or re-enactments thereof	02
2	Explanatory Statement under Section 393 of the Companies Act, 1956, read with Section 102 of the Companies Act, 2013	04
3	Route Map to the meeting venue	15
4	Composite Scheme of Arrangement and Amalgamation amongst HCL Technologies Limited, (the **"Applicant Company"/ "Transferee No.1 Company")**, 3DPLM Software Solutions Limited (the **"Transferee No. 2 Company**"), Geometric Limited (the **"Demerged Company"/ "Transferor Company"**) and their respective shareholders and creditors under Sections 391 to 394 of the Companies Act, 1956, read with other relevant provisions of the Companies Act, 1956 and the Companies Act, 2013 as applicable, and Rules 67 to 87 of the Companies (Court) Rules, 1959	16
5	Pre-Scheme of Arrangement and Amalgamation Shareholding Pattern of HCL Technologies Limited, Geometric Limited, 3D PLM Software Solutions Limited and Post-Scheme of Arrangement and Amalgamation Shareholding Pattern of HCL Technologies Limited and 3D PLM Software Solutions Limited	43
6	Form of Proxy	79
7	Attendance Slip	80

IN THE HIGH COURT OF DELHI
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY APPLICATION (M) NO. 100 of 2016
AND
COMPANY APPLICATION NO. 2947 of 2016

In the matter of the Companies Act, 1956 or any re-enactment thereof;

And

In the matter of Application under Sections 391 to 394 or any amendments to or re-enactment thereof;

And

In the matter of HCL Technologies Limited (Corporate Identity Number: L74140DL1991PLC046369), a company, incorporated under the Companies Act, 1956, having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi – 110019, India;

And

In the matter of Composite Scheme of Arrangement and Amalgamation amongst HCL Technologies Limited, (the **"Applicant Company"/ "Transferee No.1 Company"**), 3DPLM Software Solutions Limited (the **"Transferee No. 2 Company"**), Geometric Limited (the **"Demerged Company"/ "Transferor Company"**), and their respective shareholders and creditors.

HCL Technologies Limited (Corporate Identity Number: L74140DL1991PLC046369),

a company, incorporated under the Companies Act, 1956,
having its registered office at 806, Siddharth,
96, Nehru Place, New Delhi - 110019, India. …Applicant Company / Transferee No. 1 Company

NOTICE FOR CONVENING THE MEETING OF THE UNSECURED CREDITORS OF THE APPLICANT COMPANY/TRANSFEREE NO. 1 COMPANY

To,

The Unsecured Creditors of HCL Technologies Limited (the "Applicant Company "/ "Transferee No. 1 Company")

TAKE NOTICE that by an order dated August 3, 2016 as modified by order dated August 11, 2016, in the above mentioned Company Application (together, the **"Order"**), the High Court of Delhi has directed that a meeting of the unsecured creditors of the Applicant Company be convened and held on October 4, 2016 at Shri Satya Sai Auditorium, Bhishma Pitamah Marg, Lodhi Road, New Delhi-110003 at 3.00 p.m. for the purpose of considering and if thought fit, approving, with or without modification(s), the proposed composite scheme of arrangement and amalgamation amongst HCL Technologies Limited, (the **"Applicant Company"/"Transferee No. 1 Company"**), 3D PLM Software Solutions Limited (the **"Transferee No. 2 Company"**), Geometric Limited (the **"Demerged Company"/"Transferor Company"**), and their respective shareholders and creditors (the **"Scheme"**):

TAKE FURTHER NOTICE that in pursuance of the said Order and as directed therein, a meeting of the unsecured creditors of the Applicant Company will be held on October 4, 2016 at Shri Satya Sai Auditorium, Bhishma Pitamah Marg, Lodhi Road, New Delhi-110003, at 3.00 p.m., at which place, date and time you are requested to attend.

TAKE FURTHER NOTICE that you may attend and vote at the said meeting in person or through proxy or through authorised representative, provided that a proxy in the prescribed form, duly signed by you or your authorised representative, is deposited at the registered office of the Applicant Company, at 806, Siddharth, 96, Nehru Place, New Delhi-110019, not later than 48 (forty eight) hours before the scheduled time of the commencement of the aforesaid meeting.

The following resolutions, with or without modifications are proposed to be put for consideration of the unsecured creditors:

> ***"RESOLVED THAT** pursuant to the provisions of Sections 391 to 394 and other applicable provisions of the Companies Act, 1956 and/ or under the corresponding provisions of the Companies Act, 2013, the rules, circulars and notifications made thereunder (including any statutory modification or re-enactment thereof in force) as may be applicable, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Securities and Exchange Board of India Circular No. CIR/CFD/ CMD/16/2015 dated November 30, 2015 read with, the observation letters issued by each of the BSE Limited and the National Stock Exchange of India Limited, dated June 8, 2016 and June 7, 2016, and relevant provisions of other applicable laws, and subject to the approval of the High Court of Delhi and the High Court of Judicature at Bombay, Competition Commission of India, Reserve Bank of India and such other approvals, sanctions and permissions of any governmental authorities as may be necessary **("Governmental Authorities")**, the Composite Scheme of Arrangement and Amalgamation (the **"Scheme"**), amongst (i) HCL Technologies Limited, a*

public limited company incorporated under the Companies Act, 1956 having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi-110019 (ii) Geometric Limited, a public limited company incorporated under the Companies Act, 1956 having its registered office at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079, (iii) 3D PLM Software Solutions Limited, a public limited company incorporated under the Companies Act, 1956 having its registered office at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079, and their respective shareholders and creditors, be and is hereby approved and agreed to, with/without any modifications and/or conditions, if any, which may be required and/or imposed and/or permitted by the High Court of Delhi and/or the High Court of Judicature at Bombay while sanctioning the Scheme, and/ or by any Governmental Authorities."

***"RESOLVED FURTHER THAT** for the purpose of giving effect to the above resolution and for removal of any difficulties or doubts, the Board of Directors of HCL Technologies Limited (hereinafter referred to as the **"Board"**, which term shall deem to include any of its committee or any person(s) which the Board may nominate or constitute to exercise its powers, including the powers conferred under this resolution), be and is hereby authorized to do all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary, expedient, usual or proper, and to settle any questions or difficulties or doubts that may arise, **including passing of such accounting entries and/or making such adjustments in the books of accounts as considered necessary to give effect to the above resolution**, including settling of any questions or difficulties arising under the Scheme or in regard to and of the meaning or interpretation of the Scheme or implementation thereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those, and to do all acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect or to carry out such modifications/directions as may be required and/or imposed and/or permitted by the High Court of Delhi and/or the High Court of Judicature at Bombay while sanctioning the Scheme, or by any Governmental Authorities, or to approve withdrawal (and where applicable, re-filing or modification) of the Scheme, respectively in accordance with the Scheme. Furthermore, the Board be and is hereby authorized to do all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary, expedient, usual or proper for or in connection to or incidental to any changes and/or modifications amendments, limitations and/or conditions suggested/required to be made in the Scheme or any condition suggested, required or imposed, whether by Securities and Exchange Board of India, the Competition Commission of India, the High Court(s), and/or any other Governmental Authority, or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme."*

The High Court of Delhi, vide the Order, has appointed Mr. Rajeev Kumar, Advocate, to be the Chairperson of the Court Convened Meeting or any adjournment(s) thereof, and in his absence, Ms. Isha Jha, Advocate, to be the Chairperson of the Court Convened Meeting or any adjournment(s) thereof.

A copy of each of the Scheme, Explanatory Statement under Section 393 of the Companies Act, 1956, read with Section 102 of the Companies Act, 2013, the Form of Proxy and the Attendance Slip are enclosed herewith.

Dated at this 27th of August, 2016

Mr. Rajeev Kumar
Chairperson appointed for the meeting

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

Notes:

1. Only unsecured creditors of HCL Technologies Limited (the **"Applicant Company"/"Transferee No. 1 Company"**) may attend and vote (either in person or by proxy or by authorized representatives) at the said unsecured creditors meeting. **AN UNSECURED CREDITOR OF THE APPLICANT COMPANY/TRANSFEREE NO. 1 COMPANY ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HIMSELF AND SUCH PROXY NEED NOT BE A CREDITOR OF THE APPLICANT COMPANY/TRANSFEREE NO. 1 COMPANY.** In accordance with Rule 70 of the Companies (Court) Rules, 1959, proxies, in order to be effective, must be in the prescribed form/authorization duly signed by the person entitled to attend and vote at the aforesaid meeting or by his authorised representative, and filed with the Applicant Company/Transferee No. 1 Company at its registered office, not later than 48 (forty eight) hours before the meeting. The form of proxy can be obtained free of charge at the registered office of the Applicant Company/Transferee No. 1 Company and a blank proxy form is enclosed with this notice. Also, a person who is a minor cannot be appointed as proxy. All alterations made in the form of proxy should be initialed.
2. The authorized representative of a body corporate which is an unsecured creditor of the Applicant Company/Transferee No. 1 Company may attend and vote at the said meeting provided a certified true copy of the resolution of the board of directors or other governing body of the body corporate authorizing such representative to attend and vote at the said meeting is deposited at the registered office of the Applicant Company/Transferee No. 1 Company not later than 48 (forty eight) hours before the commencement of the meeting. Further, the authorized representative is requested to carry a copy of valid proof of identity at the meeting.
3. The Notice convening the aforesaid meeting will be published through advertisement in the Delhi edition of the "Financial Express" in English language and translation thereof in the Delhi edition of "Navbharat Times" in Hindi language, having wide circulation in the district where the registered office of the Applicant Company/Transferee No. 1 Company is situated.
4. The unsecured creditors are requested to hand over the enclosed Attendance Slip, duly signed in accordance with their specimen signature(s) registered with the Applicant Company/Transferee No. 1 Company for admission to the meeting hall.
5. A statement pursuant to Section 393 of the Companies Act, 1956 and Section 102 of the Companies Act, 2013 forms part of this notice.
6. Route map of the venue of the meeting is given at the end of the explanatory statement.

Encl: As above

IN THE HIGH COURT OF DELHI
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY APPLICATION NO. (M) 100 of 2016
AND
COMPANY APPLICATION NO. 2947 OF 2016

In the matter of the Companies Act, 1956 or any re-enactment thereof;

And

In the matter of Application under Sections 391 to 394 or any amendments to or any re-enactment thereof;

And

In the matter of HCL Technologies Limited (Corporate Identity Number: L74140DL1991PLC046369), a company, incorporated under the Companies Act, 1956, having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi-110019, India;

And

In the matter of Composite Scheme of Arrangement and Amalgamation amongst HCL Technologies Limited, (the **"Applicant Company"/"Transferee No. 1 Company"**), 3DPLM Software Solutions Limited (the **"Transferee No. 2 Company"**) Geometric Limited (the **"Demerged Company"/"Transferor Company"**), and their respective shareholders and creditors.

HCL Technologies Limited (Corporate Identity Number: L74140DL1991PLC046369),
a company, incorporated under the Companies Act, 1956,
having its registered office at 806, Siddharth, 96,
Nehru Place, New Delhi-110019, India.

...Applicant Company/Transferee No. 1 Company

EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956 READ WITH SECTION 102 OF THE COMPANIES ACT, 2013 TO THE NOTICE OF THE COURT CONVENED MEETING OF THE UNSECURED CREDITORS OF HCL TECHNOLOGIES LIMITED

1. Pursuant to an order dated August 3, 2016 as modified by order dated August 11, 2016, passed by the High Court of Delhi, in Company Application (M) No. 100 of 2016 and Company Application No. 2947 of 2016 (together, the **"Order"**), a meeting (**"Court Convened Meeting"**) of the unsecured creditors of HCL Technologies Limited (the **"Applicant Company "/"Transferee No. 1 Company"**) is being convened on Tuesday, October 4, 2016, at Shri Satya Sai Auditorium, Bhishma Pitamah Marg, Lodhi Road, New Delhi-110003, at 3.00 p.m. for the purpose of considering, and if thought fit, approving, with or without modification, the composite scheme of arrangement and amalgamation amongst Geometric Limited (the **"Demerged Company"/"Transferor Company"**), the Applicant Company/ Transferee No. 1 Company, 3D PLM Software Solutions Limited (**"Transferee No. 2 Company"**) and their respective shareholders and creditors pursuant to Sections 391 to 394 of the Companies Act, 1956, and other relevant provisions of the Companies Act, 1956 and the Companies Act, 2013 as applicable, (the **"Scheme"**). The Scheme, inter alia, provides that (a) the IT enabled engineering services, product lifecycle management services and engineering design productivity software tools business of the Demerged Company shall be transferred to the Applicant Company/ Transferee No. 1 Company by way of a demerger; and (b) immediately following the demerger, the remaining undertaking of the Demerged Company comprising its shareholding in the Transferee No. 2 Company, shall be amalgamated with the Transferee No. 2 Company. The Scheme also provides for various other matters consequential to or otherwise integrally connected with the above. A copy of the Scheme which has been, inter alia, approved by the Audit Committee and the Board of Directors of the Applicant Company/Transferee No. 1 Company at their respective meetings held on April 1, 2016, is enclosed as **Annexure 1**.

2. In terms of the said Order, the quorum for the Court Convened Meeting shall be 200 unsecured creditors in number and more than 25% in value of the total unsecured debt present in person or through proxy. In case the quorum as noted above for the meeting is not present, then the meeting shall be adjourned by half an hour, and thereafter the persons present and voting shall be deemed to constitute the quorum. Further, in terms of the said Order, the High Court of Delhi has appointed Mr. Rajeev Kumar, Advocate, to be the Chairperson of the Court Convened Meeting or any adjournment(s) thereof and in his absence, Ms. Isha Jha, Advocate, to be the Chairperson of the Court Convened Meeting or any adjournment(s) thereof.

3. If the value of debts of unsecured creditors, shall be in accordance with the records or registers of the Applicant Company /Transferee No. 1 Company and where the entries in the records and registers are disputed, the Chairman of Court Convened Meeting shall determine the number or value, as the case may be for the purpose of the meeting and his decision in that behalf shall be final.

Particulars of the Applicant Company

4. The Applicant Company/Transferee No. 1 Company is a public limited company incorporated on November 12, 1991 under the Companies Act, 1956 having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi. The Applicant Company/Transferee No. 1 Company was incorporated on the November 12, 1991 under the name and style of HCL Overseas Limited under the provisions of the Companies Act, 1956 in the name of HCL Overseas Limited vide Certificate of Incorporation bearing No. 55-46369. The Applicant Company/Transferee No. 1 Company was issued the Certificate for Commencement of Business from the Registrar of Companies on February 10, 1992. Subsequently, in the year 1994, the name of the Applicant Company was changed to HCL Consulting Limited and a fresh Certificate of Incorporation consequent on change of name dated July 14, 1994, was issued by the Registrar of Companies. Thereafter in the year 1999, the name of the Applicant Company was again changed to its present name i.e. HCL Technologies Limited and a fresh certificate of incorporation was issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana on October 6, 1999. The corporate identity number of the Applicant Company/Transferee No. 1 Company is L74140DL1991PLC046369. The equity shares of the Applicant Company/Transferee No. 1 Company are listed on the BSE Limited and the National Stock Exchange of India Limited.

5. The authorized, issued, subscribed and paid-up capital of the Applicant Company Company/Transferee No. 1 as on August 21, 2016, is as under:

Particulars	**Rupees**
Authorised Capital	
150,00,00,000 equity shares of INR 2 each	300,00,00,000
Total	**300,00,00,000**
*Issued, Subscribed and Paid-up**	
141,09,11,594 equity shares of INR 2 each fully paid-up	282,18,23,188
Total	**282,18,23,188**

** As of April 1, 2016, the issued, subscribed and paid up share capital of the Applicant Company included 141,03,81,314 equity shares which were fully paid up.*

Pursuant to allotment of 1,78,800 equity shares on April 14, 2016, 1,96,240 equity shares on May 31, 2016, 84,040 equity shares on July 21, 2016 and 71,200 equity shares on August 16, 2016 due to exercise of employee stock options, the issued, subscribed and paid up capital of the Applicant Company as on August 21, 2016 is Rs. 2,82,18,23,188 comprising 1,41,09,11,594 equity shares of Rs. 2 each..

6. The Applicant Company/Transferee No. 1 Company is primarily engaged in the business of providing IT services, IT infrastructure services, applications services and business process related services. The objects, as stated in the Memorandum of Association, are set out hereunder:

"1. To develop, provide, undertake, design, import, export, distribute and deal in systems and application software for microprocessor based information systems, offshore software development projects, software project consultancy, development of computer languages and allied computer services and to own and/or operate data processing and service bureau centres in India and abroad and to perform all types of software-led IT Solutions, remote infrastructure management services, business process outsourcing including, but not limited to digital solutions, software as a service, cloud computing, engineering, research and development services, network and network security, data center management, client server services, IT enabled services, IT help desk services and any and all allied activities and/or technological evolutions of any of the above.

2. To advise and render services like staff and management recruitment, training and placements, technical analysis of data, electronic data processing, preparation of project reports, surveys and analysis for implementation of project and their progress review, critical path analysis, organisation and methods studies and other economic, mathematical, statistical, scientific and modern management techniques and to establish and render any and all consultancy and other services of professional and technical nature and to undertake assignments, jobs and appointments.

3. To carry on in India or elsewhere all or any of the business or businesses of designers, assemblers and manufacturers of, dealers in, distributors, representatives, agents, hirers, and leasing and/or under hire purchase of all kinds of information technology assets, hardware, electronic and other devices, computers, accessories thereof and peripherals, any other articles, products, by-products, materials, appliances, apparatus and substitutes thereof. "

Particulars of the Demerged Company/Transferor Company

7. The Demerged Company is a public limited company incorporated on March 25, 1994 under the Companies Act, 1956. The Demerged Company was incorporated as a private limited company under the name 'Geometric Software Services Company Private Ltd.' having registered office at Plant 19-A, Phirojshanagar, Vikhroli (West), Bombay 400079. Thereafter, it became a deemed public limited company with effect from September 27, 1994 and the word 'private' was deleted and the name of the Demerged Company was changed to 'Geometric Software Services Company Limited'. Thereafter, pursuant to the issue of the fresh certificate of incorporation consequent on change of name dated August 20, 1998, the name was changed from 'Geometric Software Services Company Limited' to 'Geometric Software Solutions Company Limited'. On January 10, 2000, the Demerged Company became a public limited company from a deemed public limited

company under Section 43A of the Companies Act, 1956 subsequent to the initial public offer undertaken by the Demerged Company in January 2000. At present the registered office of the Demerged Company is at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai - 400079. The name of the Demerged Company continued to be 'Geometric Software Solutions Company Limited' pursuant to the issue of certificate of change of name dated January 10, 2000. Thereafter, pursuant to a fresh certificate of incorporation consequent upon change of name dated October 15, 2007, the name of the Demerged Company was changed from 'Geometric Software Solutions Company Limited' to its present name i.e. 'Geometric Limited'. The corporate identity number of the Demerged Company is L72200MH1994PLC077342. The equity shares of the Demerged Company are listed on the BSE Limited and the National Stock Exchange of India Limited.

8. The Demerged Company is primarily engaged in the business of IT enabled engineering services, product lifecycle management services and engineering design productivity software tools. The objects, as stated in the Memorandum of Association, are set out hereunder:

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

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

9. The share capital structure of the Demerged Company, as on April 1, 2016, is as under:

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

**After considering the outstanding ESOPs the issued share capital on a fully diluted basis is 67,254,346 equity shares of Rs. 2 each. Pursuant to allotment of 2,12,280 equity shares on May 6, 2016 due to exercise of stock options and cancellation of 1,47,750 employee stock options during the period after April 1, 2016 till May 31, 2016, the issued and paid up capital as on May 31, 2016 is 6,52,42,694 equity shares of INR 2 each fully paid up.*

Between June 10, 2016 and July 31, 2016 the issued and paid up capital of the Demerged Company remained the same i.e. 65,242,694 equity shares of Rs. 2/- each fully paid-up. However, pursuant to further cancellation of 112,650 ESOPs, the fully diluted capital as on July 31, 2016 is 66,993,946 equity shares of Rs. 2/- each.

Particulars of the Transferee No. 2 Company

10. The Transferee No. 2 Company is an unlisted public limited company incorporated under the Companies Act, 1956. The Transferee No. 2 Company was incorporated on December 14, 2001 in the name 'PLM Software Solutions Ltd.' under the provisions of the Companies Act, 1956. Subsequently, on January 28, 2002, it changed its name to its present name i.e. '3D PLM Software Solutions Ltd.' The present registered office of the Transferee No. 2 Company is at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079. The corporate identity number of the Transferee No. 2 Company is U72900MH2001PLC134244. The Demerged Company holds 58% of the share capital of the Transferee No. 2 Company. The share capital structure of the Transferee No. 2 Company as on April 1, 2016 is as under:

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

The Demerged Company holds 900,200 shares representing 58% of the paid-up share capital of the Transferee No. 2 Company, Dassault Systemes, a company incorporated under the laws of France along with Dassault Systemes Americas Corp owns 42% of the Transferee No. 2 Company.

11. The Transferee No. 2 Company is primarily engaged in the business of providing the following services: (i) developing software and other products and providing software solution services, software services; (ii) providing professional, consulting and shared services (i.e. processing centre services).The objects, as stated in the Memorandum of Association, are set out hereunder:

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

Description and Rationale for the Scheme

12. The Scheme, inter alia, provides that (a) the IT enabled engineering services, product lifecycle management services and engineering design productivity software tools business of the Demerged Company (**"Demerged Business Undertaking"**) shall be transferred to the Applicant Company/Transferee No. 1 Company by way of a demerger (**"Demerger"**); and (b) immediately following the Demerger, the remaining undertaking of the Demerged Company comprising its shareholding in the Transferee No. 2 Company, shall be amalgamated with the Transferee No. 2 Company (**"Amalgamation"**). The Scheme also provides for various other matters consequential to or otherwise integrally connected with the above. In consideration for the Demerger, the Applicant Company/Transferee No. 1 Company proposes to issue equity shares to the equity shareholders of the Demerged Company based on the share entitlement ratio set out here.

13. The Demerger of the Demerged Business Undertaking from the Demerged Company into the Applicant Company/Transferee No. 1 Company and the merger of the Demerged Company with the Transferee No. 2 Company is sought to be undertaken to help in achieving the following:

(i) In relation to the Demerger

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

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

(ii) In relation to the Amalgamation

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

The proposed integration of the Transferee No. 2 Company into Dassault Systemes as a result of the Amalgamation will mark the strategic next phase in the contribution of the Transferee No. 2 Company in Dassault Systemes' strategic research and development operations.

While the Amalgamation will result in transfer of ownership and control of the Transferee No. 2 Company to Dassault Systemes, it will also provide the shareholders of the Demerged Company an opportunity to directly participate and receive listed Redeemable Preference Shares (as defined in the Scheme) of the Transferee No. 2 Company as consideration.

Corporate Approvals

14. The proposed Scheme was placed before the Audit Committee of the Applicant Company / Transferee No. 1 Company at its meeting held on April 1, 2016. The Audit Committee of the Applicant Company / Transferee No. 1 Company took into account the fairness opinion, dated April 1, 2016, provided by SBI Capital Markets Limited, an independent merchant banker (**"Fairness Opinion"**), and the valuation report dated April 1, 2016 prepared by SSPA & Co., independent chartered accountants, appointed for this purpose by the Applicant Company / Transferee No. 1 Company. On the basis of its evaluation and independent judgment, the Audit Committee has approved and recommended the Scheme to the Board of Directors of the Applicant Company / Transferee No. 1 Company.

15. The Board of Directors of the Applicant Company / Transferee No. 1 Company, at their meeting dated April 1, 2016 took into account the Fairness Opinion, the Valuation Report and the independent recommendations of the Audit Committee. Based on these documents and after considering the Scheme, the Board of Directors of the Applicant Company / Transferee No. 1 Company had, at its meeting held on April 1, 2016, approved the Scheme.

16. Separately, the Board of Directors of the Demerged Company has, at its meeting held on April 1, 2016, approved the Scheme and the Board of Directors of the Transferee No. 2 Company has, at its meeting held on April 1, 2016 approved the Scheme.

Salient Features of the Scheme

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

Definitions

(i) Unless specifically defined herein below, capitalised terms used herein below, shall have the meaning ascribed to such terms in the Scheme.

(a) **"Act"** means the Companies Act, 1956 and/or the Companies Act, 2013 as in force from time to time; it being clarified that as on the date of approval of this Scheme by the Board of Directors of the Demerged Company, the Applicant Company and the Transferee No. 2 Company, Sections 391 to 394 of the Companies Act, 1956 continue to be in force with the corresponding provisions of the Companies Act, 2013 not having been notified. Accordingly, references in this Scheme to particular provisions of the Act are references to particular provisions of the Companies Act, 1956 / Companies Act, 2013 as may be in force;

(b) **"Appointed Date"** means the opening hours of business on March 31, 2016;

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

(d) **"Board of Directors"** or **"Board"** shall mean the board of directors or any committee thereof, of the Demerged Company, the Applicant Company and the Transferee No. 2 Company as the context may require;

(e) **"DS Support Undertaking"** means the deed dated April 1, 2016 by and between Dassault Systemes, Dassault Systemes Americas Corp, the Transferee No. 2 Company and the Demerged Company;

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

(A) all assets and properties, wherever situated, whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, including all fixed and current assets, all lands (whether leasehold or freehold), benefits and interests of rental agreements for lease or licence of premises, buildings, warehouses, offices, capital work in progress, furniture, fixtures, computers, vehicles, office equipment, furnishings, appliances, accessories, goods, utilities, installations and other tangible property of every kind, nature and description, and all other assets including all items as recorded in the fixed assets register relating to the Demerged Business Undertaking including the immovable properties disclosed in Schedule 1 of the Scheme, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, power lines, electricity and other services, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Business Undertaking;

(B) direct and indirect overseas subsidiaries and branch offices as disclosed in Schedule 2 of the Scheme;

(C) investments (other than the Remaining Undertaking), cash, cash equivalent, bank accounts (including bank balances, financial assets, insurances, provisions, funds, equipments, book debts and debtors and any related capitalized items and other tangible property of every kind, nature and description, share of any joint assets, benefits of any bank guarantee, performance guarantee and any letter of credit and all other assets pertaining to the Demerged Business Undertaking;

(D) all permits, quotas, rights, entitlements, licenses, municipal permissions, approvals, consents, privileges, bids, tenders, letters of intent, expressions of intent, memoranda of understanding, or similar instruments, consent, subsidies, benefits including Tax benefits, exemptions, all other rights including tax deferrals and other benefits, lease rights, licenses, powers and facilities of every kind pertaining to the Demerged Business Undertaking;

(E) all earnest moneys and/or security deposits and/or advances paid by the Demerged Company in connection with or relating to the Demerged Business Undertaking and benefit of any deposits;

(F) all existing employees of the Demerged Company as on the Effective Date;

(G) all rights in intellectual property (whether owned, licensed or otherwise, whether registered or unregistered) used in relation to the Demerged Business Undertaking including the Geometric logo and trademark, and all other trade names, service names, trade marks, brands, copyrights, designs, know-how and trade secrets, patents, along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations and all such other industrial or intellectual rights of whatsoever nature and advantages of whatever nature in connection with the above save and except any intellectual property listed in Schedule 4 of the Scheme;

(H) all lease agreements, leave and license agreements, and all contracts and arrangements in any form relating to the Demerged Business Undertaking (including the contracts with customers of the Demerged Business Undertaking and the DS Support Undertaking), including contracts pertaining to units in special economic zones, software technology parks of India, customers, vendors, benefits of all contracts, agreements, arrangements and all other interests in connection therewith whether registered or not registered;

(I) all books, records, files, papers, engineering and process information, software, licences for software, algorithms, programs, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Demerged Business Undertaking;

(J) all the Liabilities of the Demerged Company whether or not relating to the period before or after the Appointed Date, including liabilities on account of and relating to Tax, employees provident fund, employees state insurance and gratuity contributions and liabilities arising out of disclosures made to the Resulting Company in terms of the Framework Agreement, but excluding the Other Liabilities and Liabilities of or pertaining to the Transferee No. 2 Company;

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

For the avoidance of doubt it is clarified that: (A) the Demerged Company has no Liabilities other than the Liabilities pertaining to the Demerged Business Undertaking and the Other Liabilities (including for the avoidance of doubt Liabilities of or pertaining to the Transferee No. 2 Company). The Other Liabilities (including for the avoidance of doubt Liabilities of or pertaining to Transferee No. 2 Company) do not form part of the Demerged Business Undertaking and (B) the Demerged Company has not filed any legal proceedings and is not subject to any legal proceedings other than the legal proceedings pertaining to the Business and the Other Liabilities (including for the avoidance of doubt Liabilities of or pertaining to Transferee No. 2 Company). The legal proceedings pertaining to the Other Liabilities (including for the avoidance of doubt Liabilities of or pertaining to Transferee No. 2 Company) do not form part of the Demerged Business Undertaking.

(g) **"Demerged Liabilities"** shall mean all Liabilities of the Demerged Company other than (a) Other Liabilities and (b) Liabilities of or pertaining to the Transferee No. 2 Company. For the avoidance of doubt it is clarified that the Demerged Company has no Liabilities other than the Liabilities pertaining to the Demerged Business and the Other Liabilities (including for the avoidance of doubt Liabilities of or pertaining to the Transferee No. 2 Company);

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

(i) **"ESOP Plans"** shall mean the ESOP Scheme 2009 – Employees, ESOP Scheme 2011, ESOP Scheme 2013 – Employees, ESOP Scheme 2013 – Directors and ESOP Scheme 2015 of the Demerged Company;

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

(k) **"High Court(s)"** means the High Court of Judicature at Bombay having jurisdiction in relation to the Demerged Company and the Transferee No. 2 Company and High Court of Delhi having jurisdiction in relation to the Applicant Company and shall include, if applicable, the National Company Law Tribunal, or such other forum or authority as may be vested with the powers of a High Court for the purposes of Sections 391 to 394 of the Companies Act, 1956 or Sections 230 to 232 of the Companies Act, 2013, as may be applicable;

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

(m) **"Other Liabilities"** means liabilities arising on account of the following: (A) failure, if any, by the Demerged Company to file returns or forms or comply with the erstwhile or current Listing Agreement with the Stock Exchanges, the SEBI Act, 1992, the Act, Foreign Exchange Management Act, 1999 (except relating to compliance thereof for the overseas investments made by the Demerged Company which are part of the Demerged Business Undertaking) and the rules and regulations issued under each of the aforesaid from time to time; (B) failure, if any, by the Demerged Company to maintain registers or records as required under the Act; (C) liabilities which have arisen or accrued as of the date of execution of the Framework Agreement and are known to the Demerged Company but have not been disclosed to the Applicant Company in terms of the Framework Agreement; and (D) Lliabilities of or pertaining to the Remaining Undertaking;

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

(o) **"Record Date"** shall mean such date to be fixed by the Board of Directors of the Demerged Company or a committee thereof duly authorized by the Board of Directors of the Demerged Company for the purpose of determining the members of Demerged Company to whom shares of the Applicant Company and the Transferee No. 2 Company will be allotted pursuant to the Scheme in terms of Clauses 14 and 23 of the Scheme;

(p) **"Remaining Undertaking"** means 900,200 shares representing 58% of the paid up capital held by the Demerged Company in the Transferee No. 2 Company;

(q) **"SEBI"** means the Securities and Exchange Board of India;

(r) **"SEBI Circular"** means SEBI Circular no. CIR/CFD/CMD/16/2015 dated November 30, 2015, and shall include any statutory modifications, re-enactment or amendments thereof;

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

Operation of the Scheme

(ii) The Scheme shall come into operation from the Effective Date, but the same shall become effective from the Appointed Date.

Transfer of Demerged Business Undertaking

(iii) **Chapter 2 Part 2** of the Scheme envisages the transfer and vesting of the Demerged Business Undertaking from the Demerged Company to the Applicant Company in the following manner:

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

(a) **Transfer of Assets:** Upon the Scheme becoming effective, with effect from the Appointed Date, the whole of the said assets, as aforesaid, of Demerged Business Undertaking, of whatsoever nature and wherever situated whether capable of passing by manual delivery and/or endorsement or otherwise however shall, under the provisions of Sections 391 and 394, without any further act or deed be transferred to and vested in and/or deemed to be transferred to and vested in the Applicant Company as a going concern so as to vest in, become and form part of the Applicant Company along with all the rights, claims, title and interest of the Applicant Company therein, subject to the provisions of the Scheme in relation to Encumbrances in favour of banks and/or financial institutions;

(b) **Transfer of liabilities:** Upon the Scheme becoming effective, with effect from the Appointed Date, all the Demerged Liabilities shall also, under the provisions of Sections 391 and 394 of the Act without any further act or deed be transferred or deemed to be transferred to the Applicant Company so as to become as and from the Appointed Date the debts, liabilities, duties, obligations of the Applicant Company and further that all the Demerged Liabilities incurred/contracted by the Demerged Company during the period commencing from the Appointed Date till the Effective Date shall be deemed to have been incurred/contracted by the Applicant Company and shall be deemed to be the Liabilities and obligations of the Applicant Company and further that it shall not be necessary to obtain consent of any Person in order to give effect to the provisions hereof. The Scheme shall not operate to enlarge the security of any loan, deposit or facility created by or available to Demerged Business Undertaking which shall vest in the Applicant Company by virtue of the Scheme, including for the avoidance of doubt and notwithstanding anything contained the Scheme, that no Encumbrances shall be extended to any of the assets of the Applicant Company. Further, in so far as the assets comprised in the Demerged Business Undertaking are concerned, the Encumbrances over such assets relating to any loans, borrowings or debentures or other debts or debt securities which do not form part of the Demerged Liabilities, shall without any further act or deed be released from such Encumbrances and shall no longer be available as security in relation to such liabilities;

(c) **Taxes and Taxation:** Upon the Scheme becoming effective, each of the Demerged Company and the Resulting Company are expressly permitted to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, 1961, central sales tax, applicable state value added tax, service tax laws, excise duty laws and other Tax laws, and to claim refunds and/or credit for Taxes paid (including, tax deducted at source, wealth tax, etc.) and for matters incidental thereto, if required, to give effect to the provisions of the Scheme;

(d) **Employees and Directors:** On the Scheme becoming effective, all employees of the Demerged Company who are employed in the Demerged Business Undertaking on the Effective Date (**"Transferred Employees"**), shall be deemed to have become employees of the Applicant Company with effect from the Appointed Date or their respective joining date, whichever is later, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Applicant Company shall not be less favorable than those applicable to them with reference to the Demerged Business Undertaking on the Effective Date. It is clarified that the CEO of the Demerged Company shall not be transferred to the Applicant Company as an employee but will provide consultancy services to the Applicant Company as per the terms of a consultancy agreement with the Applicant Company.

(e) **Employee Benefits:** On the Scheme becoming effective, the provident fund, gratuity fund, contribution towards employees state insurance, superannuation fund, retirement fund or any other special fund or trusts created or existing for the benefit of the Transferred Employees and Geometric Limited Excluded Employees Provident Fund Trust existing for the benefit of the past employees of the Demerged Company (collectively referred to as the **"Funds"**) shall be transferred to the similar Funds created by the Applicant Company and shall be held for their benefit pursuant to the Scheme or, at the Applicant Company's sole discretion, maintained as separate Funds by the Applicant Company. In the event that the Applicant Company does not have its own Funds in respect of any of the above, the Applicant Company may, subject to necessary approvals and permissions, continue to contribute to the relevant Funds of the Demerged Company, until such time that the Applicant Company creates its own Funds, at which time the funds and the investments and contributions pertaining to the Transferred Employees shall be transferred to the Funds created by the Applicant Company. It is clarified that the services of the employees of the Demerged Business Undertaking will be treated as having been continuous and not interrupted for the purpose of the said fund or funds.

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

On and from April 1, 2016, the Demerged Company shall not bring into effect any employee stock option plan (save for issuance of upto 2,223,932 equity shares pursuant to options that have already been granted under the ESOP Plans), issue or enter into any agreements/arrangements for issuance of employee stock options or grant any options. Simultaneously on receipt of the Sanction Orders, all employee stock options which have been granted under the ESOP Plans and are valid and subsisting shall stand accelerated in accordance with the terms of the respective ESOP Plans.

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

(f) **Legal, taxation and other proceedings:** The Applicant Company undertakes that it shall at its own cost, file applications with the relevant Appropriate Authorities for change of name in such legal proceedings forming part of the Demerged Business Undertaking within a period of 3 (three) months from the Effective Date. The Applicant Company shall do such things as may be required for changing the name of the party from the Demerged Company to the Applicant Company in all legal proceedings by or against the Demerged Company forming part of the Demerged Liabilities existing as on the Effective Date (and including those that relate to the period prior to the Appointed Date) and shall make all necessary filings for such change of name such that the same may be continued, prosecuted, defended and enforced by the Applicant Company instead of the Demerged Company, to the exclusion of the Demerged Company, and the Demerged Company/Transferee No. 2 Company shall extend all assistance in such transfer into the Applicant Company's name, if required by the Applicant Company. It is clarified that the cost and expenses incurred in continuing, prosecuting, defending and enforcing the aforesaid proceedings shall be to the account of the Applicant Company, provided however that this is without prejudice to any indemnity available to the Applicant Company for such costs and expenses.

(g) **Contracts, Deeds, etc.:** Notwithstanding anything to the contrary contained in the contract, deed, bond, agreement or any other instrument, upon the coming into effect of the Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature and subsisting or having effect on the Effective Date and relating to the Demerged Business Undertaking to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, shall continue in full force and effect against or in favour of the Resulting Company, and may be enforced effectively by or against the Resulting Company as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party thereto from inception.

(iv) With effect from the Appointed Date up to and including the Effective Date, the Demerged Company:

(a) shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Demerged Business Undertaking and stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions of the Demerged Business Undertaking for and on account of, and in trust for, the Applicant Company;

(b) all profits or income arising or accruing in favour of the Demerged Company in relation to the Demerged Business Undertaking and all Taxes paid thereon or losses, expenditures arising or incurred by the Demerged Company in relation to the Demerged Business Undertaking shall, for all purposes, be treated as and deemed to be the profits or income, Taxes or losses, expenditures as the case may be, of the Applicant Company, except those specifically forming part of the Remaining Undertaking;

(c) any of the rights, powers, authorities, privileges, attached, related or pertaining to the Demerged Business Undertaking exercised by the Demerged Company shall be deemed to have been exercised by the Demerged Company for and on behalf of, and in trust for and as an agent of the Applicant Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Demerged Business Undertaking that have been undertaken or discharged by the Demerged Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Applicant Company;

(d) shall cause the business of the Demerged Business Undertaking (including making applications to any Appropriate Authority for the renewal of permits which have expired) to be conducted as a going concern in trust for the Applicant Company and in the ordinary course of business; and

(e) shall conduct its business in accordance with and not take any actions prohibited by the Framework Agreement.

(v) **Chapter 2 Part 3** of the Scheme provides that upon coming into effect of the Scheme and in consideration for the transfer and vesting of the Demerged Business Undertaking in the Applicant Company, the Applicant Company shall, without any further application or deed, issue and allot equity shares, credited as fully paid up, to all the equity shareholders of the Demerged Company whose names appear in the register of members of the Demerged Company as on the Record Date to be fixed in that behalf for the purpose of reckoning names of equity shareholders of the Demerged Company, in the following ratio:

"10 (ten) equity share of the Applicant Company of Rs. 2 (Rupees Two only) each, fully paid up to be issued for every 43 (forty three) Equity share of Rs. 2 (Rupees Two only) each held by equity shareholders of the Demerged Company" (the **"Share Entitlement Ratio"**).

(vi) **Chapter 3 Part 2** of the Scheme provides for the amalgamation of the Remaining Undertaking with the Transferee No. 2 Company. In terms of the Scheme, with effect from the Appointed Date, the Transferor Company (after Demerger of the Demerged Business Undertaking) comprising the Remaining Undertaking including its properties and assets (whether movable tangible or intangible) of whatsoever nature including investments, shares, debentures, securities, licenses, permits, quotas, approvals, lease, tenancy rights, permissions, incentives if any, benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax, credit for Minimum Alternate Tax, taxes deducted at source and all other rights, title, interest, contracts, consent, approvals or powers and liabilities, duties and obligations of every kind, nature and descriptions whatsoever shall under the provisions of Sections 391 to 394 of the Act and pursuant to the orders of the High Court or any other appropriate authority sanctioning the Scheme and without further act, instrument or deed, but subject to the Encumbrances (if any) affecting the same as on the Effective Date shall stand transferred and/or deemed to be transferred to and vested in the Transferee No. 2 Company so as to become the properties, assets and liabilities, duties and obligations of the Transferee No. 2 Company.

Upon the Scheme becoming effective, the entire share capital of the Transferee No. 2 Company held by the Transferor Company itself or through its nominees shall stand cancelled. In consideration of the Amalgamation, the Transferee No. 2 Company shall issue and allot to each resident shareholder (including the ESOP Trust) of the Transferor Company and subject to approval by the Reserve Bank of India, to all non-resident shareholders of the Transferor Company, 1 (one) fully paid up redeemable preference shares of Rs. 68 each (the terms of which are provided in Clause 23.6 of the Scheme) in the Transferee No. 2 Company for every 1 (one) fully paid up equity shares each of the Transferor Company.

Accounting Treatment

(vii) **Chapter 2 Part 3** of the Scheme also provides for the accounting treatment in the books of the Applicant Company as on the Appointed Date and upon the effectiveness of the Scheme as follows:

(a) The Applicant Company shall record all the assets and liabilities, pertaining to the Demerged Business Undertaking, at fair values.

(b) The Applicant Company shall credit to its share capital account, the aggregate face value of the equity shares issued by it pursuant to Clause 14.1 of the Scheme.

(c) The difference between the fair value and face value of shares pursuant to clause 14.1 of the Scheme shall be credited to securities premium account.

(d) The Fair value of the share issued by the Applicant Company pursuant to Clause 14.1 of the Scheme as reduced by the net assets of Demerged Business Undertaking acquired and recorded by the Applicant Company if surplus, shall be debited to Goodwill Account. In case of a deficit, the same shall be credited to Capital Reserve Account.

Scheme Conditional On

(viii) The Scheme is conditional upon and subject to:

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

(b) If required, the Competition Commission of India (or any appellate authority in India having appropriate jurisdiction) having either: (a) granted approval to the Scheme in form and substance acceptable to the Demerged Company (only to the extent it does not impose any onerous conditions on the Demerged Company or the Transferee No. 2 Company or alters the terms and conditions of the ancillary documents (as such term is defined in the Framework Agreement) and the Applicant Company; or (b) been deemed to have granted approval to the Scheme through the expiration of time periods available for their investigation and any period of limitation for filing an appeal therefrom having elapsed;

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

(d) The Scheme being approved by the written consents or requisite majorities in number and value of such classes of Persons including the respective members and/or creditors of the Companies as may be directed by the relevant High Courts or any other competent authority, as may be applicable;

(e) The Scheme being sanctioned by the concerned High Court under Sections 391 to 394 of the Act;

(f) The fulfilment, satisfaction or waiver (as the case may be) of the conditions precedent under the Framework Agreement by the Applicant Company and the Demerged Company, in accordance with the terms thereof; and

(g) Certified copy of the Order of the High Courts sanctioning the Scheme being filed with the Registrars of Companies having jurisdiction over the Companies.

(ix) **Clause 33** of the Scheme also provides that during the period between the date of approval of the Scheme by its Board of Directors and upto and including the Effective Date, the Demerged Company shall not declare or pay any dividends.

(x) **Clause 36** of the Scheme also provides that in the event the Scheme does not come into effect by April 1, 2017, or such other date as mutually agreed by the Demerged Company and the Applicant Company (**"Long Stop Date"**), either of the Demerged Company or the Applicant Company may opt to terminate the Scheme and if required may file appropriate proceedings before the concerned High Court in this respect. Provided however, that the Demerged Company or the Applicant Company shall have the right to extend the Long Stop Date, once, by three (3) months if the Scheme does not come into effect on or prior to the Long Stop Date as a result of delays in receipt of any approvals required by the Applicant Company or the Demerged Company from the High Court, the Competition Commission of India, SEBI, the Reserve Bank of India or under the Hart-Scott-Rodino Antitrust Improvements Act, 1976 for the transactions contemplated under the Scheme and such approval(s) are reasonably likely to be received within such further three (3) month period; and provided, further, that the right to terminate the Scheme shall not be available to the Demerged Company or the Applicant Company if its failure to fulfill any obligation under the Scheme or the Framework Agreement shall have been the cause of, or shall have resulted in, the failure of the Effective Date to occur on or prior to the Long Stop Date.

The features set out above being only the salient features of the Scheme which are subject to the details set out in the Scheme, the members are requested to read the entire text of the Scheme (annexed herewith) to get fully acquainted with the provisions thereof and the rationale and objectives of the Scheme.

Approvals and Actions Taken in relation to the Scheme

18. The National Stock Exchange of India was appointed as the designated stock exchange by the Applicant Company / Transferee No. 1 Company for the purpose of coordinating with the SEBI, pursuant to the SEBI Circular. The Applicant Company / Transferee No. 1 Company has received observation letters regarding the Scheme from BSE Limited on June 8, 2016 and from National Stock Exchange of India Limited on June 7, 2016. In terms of the observation letters of BSE Limited and National Stock Exchange of India Limited, dated June 8, 2016 and June 7, 2016 respectively, BSE Limited and National Stock Exchange of India Limited conveyed their no adverse observations/no objection for filing the Scheme with the High Courts.

19. The Scheme was filed by the Applicant Company / Transferee No. 1 Company with the High Court of Delhi on July 2, 2016 and the Scheme was filed by the Demerged Company with the High Court of Judicature at Bombay on June 10, 2016.

20. As required by the SEBI Circular, the Applicant Company / Transferee No. 1 Company has filed the Complaints Report with BSE Limited and the National Stock Exchange of India Limited on May 26, 2016. This report indicates that the Applicant Company / Transferee No. 1 Company received nil complaints.

Other Matters

21. Sequentially the Scheme shall come into effect Chapter-wise i.e. Chapter 2 (the Demerger) shall be given effect to first, followed by Chapter 3 (amalgamation of the Demerged Company with the Transferee No. 2 Company) of the Scheme.

22. The financial position of the Applicant Company / Transferee No. 1 Company will not be adversely affected by the Scheme. The Applicant Company / Transferee No. 1 Company will be able to meet and pay its debts as and when they arise and become due in the ordinary course of business. The rights and interests of the members and the creditors (secured and unsecured) of the Applicant Company / Transferee No. 1 Company will not be prejudiced by the Scheme.

23. No investigation proceedings have been instituted or are pending in relation to the Applicant Company under Sections 210 to 229 of Chapter XIV of the Companies Act, 2013 or under the corresponding provisions of the Companies Act, 1956. No winding up petitions have been admitted or filed against the Applicant Company / Transferee No. 1 Company.

24. The details of the present directors of the Applicant Company / Transferee No. 1 Company are as follows:

S. N.	Name of Director	Designation	Date of Appointment	Age (Years)
1.	Mr. Sivaprasad Sivasubramaniam Nadar	Chairman & Chief Strategy Officer	January 11, 1993	71
2.	Ms. Roshni Nadar Malhotra	Director	July 29, 2013	34
3.	Mr. Amal Ganguli	Director	May 8, 2003	76
4.	Mr. Keki Minoo Mistry	Director	April 15, 2013	61
5.	Mr. Ramanathan Srinivasan	Director	April 19, 2011	70
6.	Ms. Robin Ann Abrams	Director	September 13, 1999	65
7.	Mr. Sudhindar Krishan Khanna	Director	November 3, 2011	63
8.	Mr. Subramanian Madhavan	Director	January 15, 2013	59
9.	Dr. Sosale Shankara Sastry	Director	July 24, 2012	60
10.	Mr. Thomas Sieber	Director	October 17, 2015	54
11.	Ms. Nishi Vasudeva	Director	August 1, 2016	60

25. The details of the present directors of the Demerged Company are as follows:

S. N.	Name of Director	Designation	Date of Appointment	Age (In Years)
1.	Mr. Jamshyd Godrej	Director	March 25, 1994	67
2.	Mr. Manu Parpia	Managing Director & CEO	April 8, 2015	66
3.	Mr. Milind Sarwate	Director	December 23, 2005	56
4.	Ms. Anita Ramachandran	Director	March 27, 2000	61
5.	Dr. Kyamas Palia	Director	March 26, 1994	70
6.	Mr. Ajay Mehra	Director	April 27, 2009	47
7.	Dr. Richard Riff	Director	April 14, 2005	68
8.	Mr. Marc Dulude	Director	November 24, 2014	55

26. None of the Directors, the Key Managerial Personnel (as defined under the Companies Act, 2013 and rules formed thereunder) of the Applicant Company / Transferee No. 1 Company and their respective relatives (as defined under the Companies Act, 2013 and rules formed thereunder) have any interest in the Scheme except as set out below. The effect of the Scheme on the interests of the Directors and Key Managerial Personnel and their relatives, is not any different from the effect of the Scheme on other shareholders of the Applicant Company / Transferee No. 1 Company. The details of the shareholding of the Directors, Key Managerial Personnel and their relatives as on June 30, 2016 is as follows:

S. No	Name	No. of shares held in Applicant Company	No. of Shares held in Demerged Company
1	Mr. Sivaprasad Sivasubramaniam Nadar	368	Nil
2	Ms. Roshni Nadar Malhotra	348	Nil
3	Mr. Subramanian Madhavan	1500	Nil

The Promoter and the Promoter Group hold 60.38% shareholding in the Applicant Company/ Transferee No. 1 Company and Mr. Sivaprasad Sivasubramaniam Nadar, along with his relatives (including Ms. Roshni Nadar Malhotra) are the Promoters of the Applicant Company/ Transferee No. 1 Company. Barring this, none of the directors of the Applicant Company/ Transferee No. 1 Company have any material personal interest in the Scheme.

27. The pre-Scheme shareholding patterns of the Applicant Company / Transferee No. 1 Company, Demerged Company and the Transferee No. 2 Company enclosed as **Annexures 2, 3** and **4** respectively. The post-Scheme shareholding pattern of the Applicant Company is enclosed as **Annexure 2**. The post-Scheme shareholding pattern of the Transferee No. 2 Company is enclosed as **Annexure 4**.

28. The pre-Scheme capital structure of the Demerged Company is mentioned in paragraph 9 above. The Scheme provides that upon the coming into effect of the Scheme, the Demerged Company shall stand dissolved due to operation of the Scheme without winding-up, without any further act or deed.

29. In order to give effect to the Scheme, the parties have entered into various other transaction documents. These include the Framework Agreement between Demerged Company and the Applicant Company, the salient features of which are as under:

(i) The Framework Agreement contains various conditions precedent to the consummation of the transactions contemplated in the Scheme which include obtaining of relevant regulatory approvals, consents from relevant counterparties such as lenders and customers, amendments to certain contracts between the Demerged Company, Transferee No. 2 Company and/ or Dassault Systemes, absence of any material adverse change with respect to the Demerged Company and Applicant Company, the representations and warranties in relation to the Demerged Company being true and correct, etc.;

(ii) In terms of the Framework Agreement, the Demerged Company has undertaken to conduct its business in the ordinary course pending completion of the transactions contemplated in the Scheme and has agreed to certain standstill provisions which are customary in transactions of such nature;

(iii) The Demerged Company and Applicant Company have agreed to certain procedural aspects in relation to filing of regulatory approvals required for the Scheme and for the completion of the transactions contemplated therein; and

30. The promoters of the Demerged Company and Applicant Company / Transferee No. 1 Company have agreed to exercise their voting rights in favour of the Scheme. The promoters of the Demerged Company have also agreed to provide certain representations, warranties and indemnities in relation to the Demerged Company to the Applicant Company / Transferee No. 1 Company and to the Transferee No. 2 Company/ Dassault Systemes. Similarly, Dassault Systemes, in its capacity as the joint venture partner of the Transferee No. 2 Company has also agreed to vote in favour of the Scheme at any meeting of the shareholders of the Transferee No. 2 Company and has given certain undertakings and consents in support of the consummation of the Scheme. Appropriate documents capturing the above have been executed between these parties. While the promoters of the Demerged Company have agreed to provide certain undertakings and indemnities as set out above, all shareholders of the Demerged Company (including its promoters) will receive the same consideration per share of the Demerged Company under the Scheme.

Inspection Documents

31. The copies of the following documents will be open for inspection by the unsecured creditors of the Applicant Company / Transferee No. 1 Company at its registered office at, 806, Siddharth, 96, Nehru Place, New Delhi -110019 India during business hours i.e. 10 a.m to 1 p.m. on all working days except Saturdays, Sundays and public holidays, prior to the date of the meeting and at the venue of the meeting on Tuesday, October 4, 2016 at Shri Satya Sai Auditorium, Bhishma Pitamah Marg, Lodhi Road, New Delhi-110003 from 3.00 pm up to the conclusion of the meeting:

    (i) Copies of the orders passed by the High Court of Delhi in Company Application (M) No. 100 of 2016 and Company Application No. 2947 of 2016, dated August 3, 2016 and August 11, 2016, directing the Applicant Company / Transferee No. 1 Company to convene the Court Convened Meeting;

    (ii) Copy of the Scheme;

    (iii) Copy of the Framework Agreement;

    (iv) Memorandum of Association and Articles of Association of the Applicant Company / Transferee No. 1 Company and the Demerged Company;

    (v) Annual reports of the Applicant Company/ Transferee No. 1 Company for the last three financial years ended June 30, 2013, 2014 and 2015 and annual reports of the Demerged Company for the last three financial years ended March 31, 2013, 2014 and 2015;

    (vi) Copies of the audited financial statements of the Applicant Company / Transferee No. 1 Company for the period ended March 31, 2016, and of audited financial statements of the Demerged Company for the period ended March 31, 2016;

    (vii) Register of Directors' Shareholding of the Applicant Company / Transferee No. 1 Company;

    (viii) Copy of the Audit Committee Report dated April 1, 2016 of the Applicant Company / Transferee No. 1 Company; and

    (ix) Copies of the resolutions passed by the respective Board of Directors of the Demerged Company and the Applicant Company / Transferee No. 1 Company dated April 1, 2016 approving the Scheme.

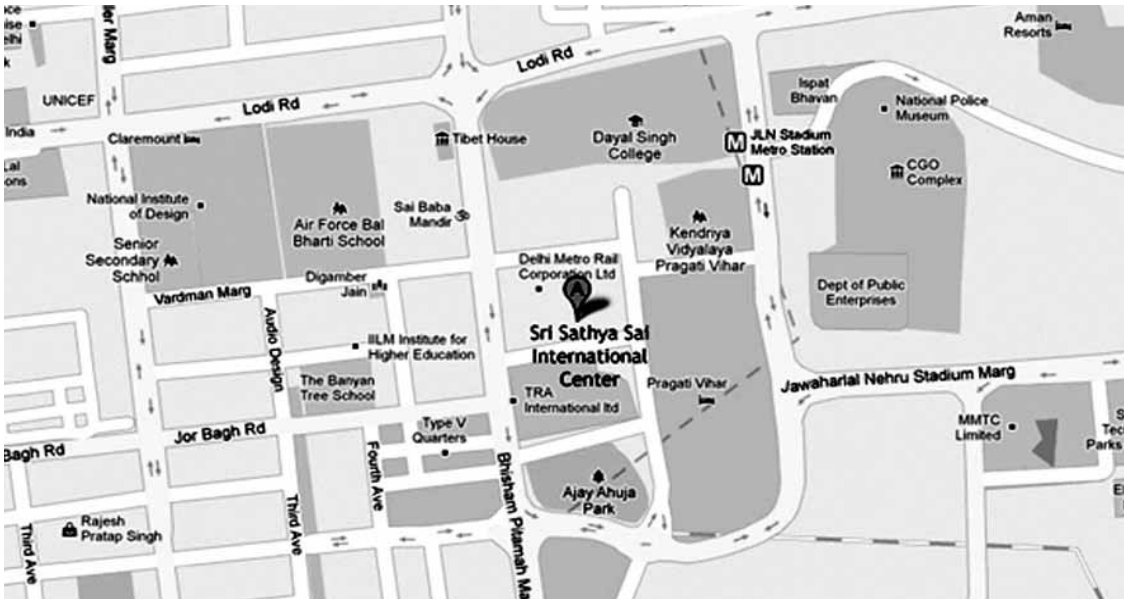
    This statement may be treated as an Explanatory Statement under Section 393 of the Companies Act, 1956 and Section 102 of the Companies Act, 2013. A copy of the Scheme, Explanatory Statement, Form of Proxy and Attendance Slip may be obtained free of charge during business hours i.e. 10.00 a.m to 5.00 p.m. from the registered office of the Applicant Company/ Transferee No. 1 Company on all days (except Saturdays, Sundays and public holidays) and the same may also be downloaded from the website of the Company i.e. www.hcltech.com.

Dated at this 27th Day of August, 2016

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

Mr. Rajeev Kumar
Chairperson appointed for the meeting

ROUTE MAP TO THE MEETING VENUE



COMPOSITE SCHEME OF ARRANGEMENT AND AMALGAMATION

UNDER SECTION 391 READ WITH SECTION 394
OF THE COMPANIES ACT, 1956

AMONGST

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

AND

HCL TECHNOLOGIES LIMITED;
(HL or Resulting Company)

AND

3DPLM SOFTWARE SOLUTIONS LIMITED;
(GSL or Transferee Company)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

CHAPTER 1

(A) Background of Companies and Rationale

a) This Composite Scheme of Arrangement and Amalgamation **(the "Scheme")** amongst GL **("Demerged Company/Transferor Company"),** HL **("Resulting Company")** and GSL **("Transferee Company")** provides for (1) the transfer by way of a demerger of the Demerged Business Undertaking (defined below) of the Demerged Company to the Resulting Company and consequent issue of equity shares by the Resulting Company to the shareholders of the Demerged Company **("Demerger");** (2) amalgamation of the Transferor Company (defined below) comprising the Remaining Undertaking (defined below) with the Transferee Company, in each case pursuant to the relevant provisions of the Companies Act, 1956 / Companies Act, 2013, as may be applicable following the Demerger **("Amalgamation");** and (3) various other matters consequential or integrally connected therewith including the reorganisation of the share capital of the Resulting Company and the Transferee Company, pursuant to Sections 391-394, Section 100 and other relevant provisions of the Companies Act, 1956 / Companies Act, 2013 as may be applicable, in the manner provided for in this Scheme and in compliance with the provisions of the Income Tax Act, 1961, including Sections 2(19AA) and 2(1B).

b) GL, a public limited company, incorporated on March 25, 1994 under the Companies Act, 1956, has its registered office situated at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079 in the State of Maharashtra. The equity shares of GL are listed on the BSE Limited and National Stock Exchange of India Limited **("Stock Exchanges")**. GL is engaged only in the Demerged Business (as defined below) through the Demerged Business Undertaking (as defined below); and also holds 58% of the share capital of GSL (as defined below) which is engaged in the business of providing the following services only to DS and its affiliates: (i) developing software and other products and providing software solutions and software services; (ii) providing professional, consulting and shared services (i.e. processing centre services). GL does not conduct any business other than the Demerged Business and the Remaining Undertaking. GSL was incorporated on December 14, 2001 and has its registered office situated at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai – 400079 in the State of Maharashtra.GSL has a wholly owned subsidiary 3D PLM Global Services Private Limited. In addition to GSL, GL has the following subsidiaries, all of which are wholly owned, directly or indirectly, by GL and incorporated outside India:

(1) Geometric Europe GmbH,
(2) Geometric Americas Inc.,
(3) Geometric Asia Pacific Pte. Limited,
(4) Geometric GmbH,
(5) Geometric SRL,
(6) Geometric SAS and
(7) Geometric China Inc.

c) HL, a public limited company, incorporated in 1991 under the Companies Act, 1956 has its registered office situated at 806, Siddharth, 96, Nehru Place, New Delhi in the State of Delhi. The equity shares of HL are listed on the Stock Exchanges. HL is engaged in the business of providing IT services, IT Infrastructure services, applications services and business process related services.

d) HL is desirous of acquiring and GL is desirous of transferring the Demerged Business of GL to HL by way of a Demerger of the Demerged Business Undertaking in accordance with Sections 391 to 394 and/or other applicable provisions of the Act.

e) Immediately after the Demerger of the Demerged Business Undertaking to HL, the Transferor Company shall be merged with GSL such that the Transferor Company will stand dissolved due to operation of this Scheme without winding up.

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

(i) *in relation to the Demerger*

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

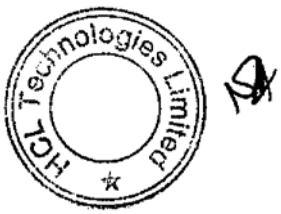
The consolidation will widen the markets and expertise and the combined entity will be able to offer its customers a unique blend of services and solutions around PLM, engineering software, embedded software, mechanical engineering and geometry related technologies.

(ii) *in relation to the Amalgamation*

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

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

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



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

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

(B) Chapters in the Scheme

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

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

1. GENERAL DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

"Companies" shall collectively mean HL, GL and GSL;

"Demerged Business" means IT enabled engineering services, PLM services and engineering design productivity software tools;

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

(a) all assets and properties, wherever situated, whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, including all fixed and current assets, all lands (whether leasehold or freehold), benefits and interests of rental agreements for lease or licence of premises, buildings, warehouses, offices, capital work in progress, furniture, fixtures, computers, vehicles, office equipment, furnishings, appliances, accessories, goods, utilities, installations and other tangible property of every kind, nature and description, and all other assets including all items as recorded in the fixed assets register relating to the Demerged Business including the immovable properties disclosed in **Schedule 1**, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, power lines, electricity and other services, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Business;

(b) direct and indirect overseas subsidiaries and branch offices as disclosed in **Schedule 2;**

HCL Technologies Limited

(c) investments (other than the Remaining Undertaking), cash, cash equivalent, bank accounts (including bank balances, financial assets, insurances, provisions, funds, equipments, book debts and debtors and any related capitalized items and other tangible property of every kind, nature and description, share of any joint assets, benefits of any bank guarantee, performance guarantee and any letter of credit and all other assets pertaining to the Demerged Business;

(d) all permits, quotas, rights, entitlements, licenses, municipal permissions, approvals, consents, privileges, bids, tenders, letters of intent, expressions of intent, memoranda of understanding, or similar instruments, consent, subsidies, benefits including Tax benefits, exemptions, all other rights including tax deferrals and other benefits, lease rights, licenses, powers and facilities of every kind pertaining to the Demerged Business;

(e) all earnest moneys and/or security deposits and/or advances paid by the Demerged Company in connection with or relating to the Demerged Business and benefit of any deposits;

(f) all existing employees of the Demerged Company as on the Effective Date;

(g) all rights in intellectual property (whether owned, licensed or otherwise, whether registered or unregistered) used in relation to the Demerged Business including the Geometric logo and trademark, and all other trade names, service names, trade marks, brands, copyrights, designs, know-how and trade secrets, patents, along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations and all such other industrial or intellectual rights of whatsoever nature and advantages of whatever nature in connection with the above save and except any intellectual property listed in **Schedule 4;**

(h) all lease agreements, leave and license agreements, and all contracts and arrangements in any form relating to the Demerged Business (including the contracts with customers of the Demerged Business and the DS Support Undertaking), including contracts pertaining to units in special economic zones, software technology parks of India, customers, vendors, benefits of all contracts, agreements, arrangements and all other interests in connection therewith whether registered or not registered. For the avoidance of doubt it is clarified that the Framework Agreement and the following contracts between Geometric, Geometric Subsidiary and DS do not form part of the Demerged Business Undertaking: (a) amended and restated shareholders' agreement dated March 4, 2015; (b) amended and restated escrow agreement; (c) umbrella agreement dated September 16, 2008; (d) frame services agreement dated February 9, 2004; and (e) umbrella agreement for the 3DGS arrangement dated March 4, 2015;

(i) all books, records, files, papers, engineering and process information, software, licences for software, algorithms, programs, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Demerged Business;

(j) all the Liabilities of the Demerged Company whether or not relating to the period before or after the Appointed Date, including liabilities on account of and relating to Tax, employees provident fund, employees state insurance and gratuity contributions and liabilities arising out of disclosures made to the Resulting Company in terms of the Framework Agreement, but excluding the Other Liabilities and Liabilities of or pertaining to GSL;

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

"Stock Exchanges" means BSE Limited and National Stock Exchange of India Limited;

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

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

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

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

CHAPTER 2

PART 1

3. DEFINITIONS:

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

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

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

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

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

"Other Liabilities" means:

(i) Liabilities arising on account of the following:

HCL Technologies Limited

(a) Failure, if any, by GL to file returns or forms or comply with the erstwhile or current Listing Agreement with the Stock Exchanges, the SEBI Act, 1992, the Act, Foreign Exchange Management Act, 1999 (except relating to compliance thereof for the overseas investments made by GL which are part of the Demerged Business Undertaking) and the rules and regulations issued under each of the aforesaid from time to time;

(b) Failure, if any, by GL to maintain registers or records as required under the Act;

(ii) Liabilities which have arisen or accrued as of the date of execution of the Framework Agreement and are known to GL but have not been disclosed to HL in terms of the Framework Agreement; and

(iii) Liabilities of or pertaining to the Remaining Undertaking.

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

4. SHARE CAPITAL

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

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

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

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

Particulars	Rupees
Authorized Capital	
1,500,000,000 equity shares of Rs.2 each	3,000,000,000
Total	**3,000,000,000**
Issued, Subscribed and Paid-up	
1,414,068,010 equity shares of Rs.2 each fully paid-up	2,828,136,020
Total	2,828,136,020

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

HCL Technologies Limited

PART 2

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

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

5.1. TRANSFER OF ASSETS

5.1.1. Upon the Scheme becoming effective, with effect from the Appointed Date, the whole of the said assets, as aforesaid, of Demerged Business Undertaking, of whatsoever nature and wherever situated whether capable of passing by manual delivery and/ or endorsement or otherwise however shall, under the provisions of Sections 391 and 394, without any further act or deed be transferred to and vested in and/or deemed to be transferred to and vested in the Resulting Company as a going concern so as to vest in, become and form part of the Resulting Company along with all the rights, claims, title and interest of the Resulting Company therein, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

5.1.2. Without prejudice to clause 5.1.1, upon the Scheme becoming effective, with effect from the Appointed Date, all the moveable assets including cash, if any, of Demerged Business Undertaking, or otherwise capable of passing by manual delivery or by endorsement and delivery, shall be so delivered or endorsed as the case may be to the Resulting Company and shall become the property of the Resulting Company as an integral part of the Demerged Business Undertaking, to the end and intent that the ownership and property therein passes to the Resulting Company in pursuance of the provisions of Section 394 of the Act, without requiring any deed or instrument of conveyance for transfer of the same, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

5.1.3. Without prejudice to clause 5.1.1, upon the Scheme becoming effective, with effect from the Appointed Date, in respect of the moveable properties of Demerged Business Undertaking other than specified in Clause 5.1.2 above and any intangible assets, including sundry debtors, loans, receivables, bills, credits, advances, if any, recoverable in cash or kind or for value to be received, bank balances and deposits, if any, with the government, semi-government, local and other authorities and bodies, companies, firm, individuals, trusts, etc., the same shall, on and from the Appointed Date, stand transferred to the Resulting Company to the end and intent that the right of the Demerged Company to recover or realize all such debts (including the debts payable by such Persons or depositors to the Demerged Company) stands transferred to the Resulting Company and that appropriate entries should be passed in their respective books to record the aforesaid change, without any notice or other intimation to such debtors (although the Resulting Company may itself without being obliged and if it so deems appropriate at its sole discretion, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law, give notices in such form as it may deem fit and proper, to each Person, debtors or depositors, as the case may be, that pursuant to the High Courts having sanctioned the Scheme, the said debt, loan receivable, advance or deposit stands transferred and vested in the Resulting Company and be paid or made good or held on account of the Resulting Company as the Person entitled thereto.

5.1.4. In respect of such assets belonging to the Demerged Company and forming part of the Demerged Business Undertaking, other than those referred to in Clauses 5.1.2 and 5.1.3 above, the same shall, as more particularly provided in Clause 5.1.1 above, without any further act, instrument or deed, be demerged from the Demerged Company and stand transferred to and vested in and/or be deemed to be demerged from the Demerged Company and transferred to and vested in the Resulting Company upon the coming into effect of the Scheme and with effect from the Appointed Date pursuant to the provisions of Section 391-394 of the Act.

5.1.5. All cheques and other negotiable instruments, payment orders, electronic fund transfers (like NEFT, RTGS, etc.) received or presented for encashment which are in the name of the Demerged Company/Transferor Company (in relation to Demerged Business Undertaking) after the Effective Date shall be deemed to be in the name of the Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company or received through electronic transfers and the bankers of the Resulting Company shall accept the same. Similarly, the banker of the Resulting Company shall honour all cheques / electronic fund transfer instructions issued by the Demerged Company/Transferor Company (in relation to Demerged Business Undertaking) for payment after the Effective Date. If required, the bankers of the Demerged Company/ Transferor Company and/or the Resulting Company shall allow maintaining and operating of the bank accounts (including banking transactions carried out electronically) in the name of the Demerged Company/Transferor Company by the Resulting Company in relation to the Demerged Business Undertaking for such time as may be determined to be necessary by the Resulting Company for presentation and deposition of cheques, pay order and electronic transfers that have been issued/made in the name of the Resulting Company.



5.1.6. Without prejudice to the generality of the foregoing, upon the effectiveness of the Scheme, the Resulting Company shall be entitled to all the intellectual property and rights thereto of the Demerged Company in relation to the Demerged Business Undertaking. The Resulting Company may take such actions as may be necessary and permissible to get the same transferred and/or registered in the name of the Resulting Company.

5.1.7. Any assets, acquired by the Demerged Company after the Appointed Date but prior to the Effective Date pertaining to the Demerged Business Undertaking shall upon the coming into effect of this Scheme also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in the Resulting Company upon the coming into effect of this Scheme.

6. TRANSFER OF LIABILITIES

6.1. Upon the Scheme becoming effective, with effect from the Appointed Date, all the Demerged Liabilities shall also, under the provisions of Sections 391 and 394 of the Act without any further act or deed be transferred or deemed to be transferred to the Resulting Company so as to become as and from the Appointed Date the debts, liabilities, duties, obligations of the Resulting Company and further that all the Demerged Liabilities incurred/contracted by the Demerged Company during the period commencing from the Appointed Date till the Effective Date shall be deemed to have been incurred/contracted by the Resulting Company and shall be deemed to be the Liabilities and obligations of the Resulting Company and further that it shall not be necessary to obtain consent of any Person in order to give effect to the provisions of this Clause.

6.2. Where any of the loans raised and used, debts, liabilities, duties and obligations of the Demerged Company deemed to be transferred to the Resulting Company have been discharged by the Demerged Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Resulting Company.

6.3. Without prejudice to Clause 6.1, upon the coming into effect of the Scheme, all loans raised and used and all debts, liabilities, duties and obligations incurred by the Demerged Company for the operations of the Demerged Business Undertaking with effect from the Appointed Date and prior to the Effective Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for and on behalf of the Resulting Company, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Resulting Company and shall become the loans, debts, liabilities, duties and obligations of the Resulting Company.

6.4. The transfer and/or vesting of the properties as aforesaid shall be subject to the Encumbrances as on the Effective Date, if any, over or in respect of all the said assets or any part thereof of Demerged Business Undertaking to the extent that such Encumbrances relate to the Demerged Liabilities forming part of the Demerged Business Undertaking. In so far as the existing Encumbrances in respect of the Demerged Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the Demerged Business Undertaking which have been Encumbered in respect of the Demerged Liabilities as transferred to the Resulting Company pursuant to this Scheme. Provided that if any of the assets comprised in the Demerged Business Undertaking which are being transferred to the Resulting Company pursuant to this Scheme have not been Encumbered in respect of the Demerged Liabilities, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

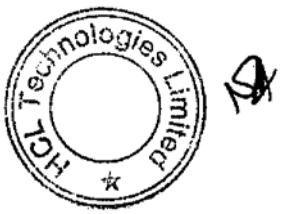
The Scheme shall not operate to enlarge the security of any loan, deposit or facility created by or available to Demerged Business Undertaking which shall vest in the Resulting Company by virtue of the Scheme, including for the avoidance of doubt and notwithstanding anything contained herein, that no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

6.5. Further, in so far as the assets comprised in the Demerged Business Undertaking are concerned, the Encumbrances over such assets relating to any loans, borrowings or debentures or other debts or debt securities which do not form part of the Demerged Liabilities, shall without any further act or deed be released from such Encumbrances and shall no longer be available as security in relation to such liabilities.

6.6. It is expressly provided that, save as mentioned in this Clause 6, no other term or condition of the Demerged Liabilities transferred to the Resulting Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

6.7. Without prejudice to the provisions of the foregoing clauses, upon the Scheme becoming effective, the Demerged Company/GSL and the Resulting Company shall execute all instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modifications of charge with the Registrar of Companies, to give formal effect to the above provisions, if required.

6.8. The provisions of this Clause 6 shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing to which the relevant Liability relates or the terms of sanction or issue or any security document, all of which instruments, deeds or writings shall stand modified by the foregoing provisions. Provided however that nothing in this Clause 6.8 shall modify the Framework Agreement.



7. TAXES AND TAXATION

7.1. Upon the Scheme becoming effective, each of the Demerged Company and the Resulting Company are expressly permitted to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, 1961, central sales tax, applicable state value added tax, service tax laws, excise duty laws and other Tax laws, and to claim refunds and/or credit for Taxes paid (including, tax deducted at source, wealth tax, etc.) and for matters incidental thereto, if required, to give effect to the provisions of the Scheme.

7.2. Any refund, under Taxation legislation due to the Demerged Company in relation to the Demerged Business consequent to the assessment made on the Demerged Company whether relating to the period before or after the Appointed Date shall also belong to and be received by the Resulting Company upon this Scheme becoming effective.

7.3. Without prejudice to the generality of the above, all benefits, incentives, losses, credits (including, without limitation in respect of income tax, tax deducted at source, wealth tax, service tax, excise duty, central sales tax, applicable state value added tax etc.) to which the Demerged Company is entitled to in terms of Applicable Laws in relation to the Demerged Business, shall be available to and vest in the Resulting Company, upon this Scheme coming into effect.

7.4. Any refund or tax credit including under the Income Tax Act, 1961 due to the Demerged Company, which is pertaining to the business of the Demerged Business Undertaking consequent to the assessment made on the Demerged Company, and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date, shall also belong to and be received or credit availed, as the case may be, by the Resulting Company.

8. EMPLOYEES

8.1. On the Scheme becoming effective, all employees of the Demerged Company who are employed in the Demerged Business Undertaking on the Effective Date **("Transferred Employees"),** shall be deemed to have become employees of the Resulting Company with effect from the Appointed Date or their respective joining date, whichever is later, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Resulting Company shall not be less favorable than those applicable to them with reference to the Demerged Business Undertaking on the Effective Date. It is clarified that the CEO of the Demerged Company shall not be transferred to the Resulting Company as an employee but will provide consultancy services to the Resulting Company as per the terms of a consultancy agreement with the Resulting Company.

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

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

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

8.5. **ESOPs**

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

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



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

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

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

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

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

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

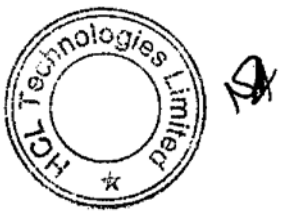
9. LEGAL PROCEEDINGS

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

(i) If the Transferor Company receives a Third Party Claim with respect to the Demerged Business Undertaking, the Transferor Company shall, within 14 (fourteen) days thereof, notify the Resulting Company in writing of such Third Party Claim (specifying in reasonable detail the circumstances which give rise to the Third Party Claim and the amount, if any, claimed in such Third Party Claim).

(ii) The Resulting Company shall, within 30 (thirty) days (or such shorter period, if any response needs to be communicated or defence needs to be undertaken within any shorter statutory or regulatory time-frame in relation to such Third Party Claim) of the receipt of the notice mentioned in sub-clause (i) above, assume the control and where applicable, defence, of such Third Party Claim. The Resulting Company shall, in consultation with its counsel, be entitled to take such defences or course of actions including settlement of claims as may be available with respect to the Third Party Claim but in all cases ensuring that the Third Party Claim or the settlement does not result in any obligation or liability on the Transferor Company. The Transferor Company shall at the cost and expense of the Resulting Company, cooperate with the Resulting Company in the defense or prosecution of any such Third Party Claim and shall furnish the Resulting Company with such relevant documents and information available with it, and attend such conferences, proceedings, hearings, trials and appeals as may be reasonably required by the Resulting Company in connection therewith.

(iii) The Transferor Company shall have the right but not the obligation to participate (but not control) in the defence of any Third Party Claim which the Resulting Company is defending. All costs and expenses including legal fees, deposits, guarantees, etc. in relation to the Third Party Claim shall be borne by the Resulting Company.



(iv) At the Transferor Company's request, the Resulting Company shall co-operate with the Transferor Company and its advisors and provide the Transferor Company and its advisors, the relevant documents and information, if any, available with it and that may be reasonably requested by the Transferor Company in respect of the Transferor Company's participation in the defence of the said Third Party Claim.

(v) The Resulting Company shall keep the Transferor Company informed of material developments relating to the Third Party Claim along with relevant documentation.

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

(i) If the Resulting Company receives a G Third Party Claim, the Resulting Company shall, within 14 (fourteen) days thereof, notify the Transferor Company in writing of such G Third Party Claim (specifying in reasonable detail the circumstances which give rise to the G Third Party Claim and the amount, if any, claimed in such G Third Party Claim).

(ii) The Transferor Company shall within 30 (thirty) days (or such shorter period, if any response needs to be communicated or defence needs to be undertaken within any shorter statutory or regulatory time-frame in relation to such G Third Party Claim) of the receipt of the notice mentioned in sub-clause (i) above, assume the control and where applicable, defence, of such G Third Party Claim. The Transferor Company shall, in consultation with its counsel, be entitled to take such defences or course of actions including settlement of claims as may be available with respect to the G Third Party Claim but in all cases ensuring that the settlement does not result in any obligation on the Resulting Company. The Resulting Company shall, at the cost and expense of the Transferor Company, cooperate with the Transferor Company in the defense or prosecution of any such G Third Party Claim and shall furnish the Transferor Company with such relevant documents and information available with it, and attend such conferences, proceedings, hearings, trials and appeals as may be reasonably required by the Transferor Company in connection therewith.

(iii) The Resulting Company shall have the right but not the obligation to participate (but not control) in the defence of any G Third Party Claim which the Transferor Company is defending, provided that in such a case all costs and expenses including legal fees, deposits, guarantees, etc. in relation to the G Third Party Claim shall be borne by the Transferor Company.

(iv) At the Resulting Company's request, the Transferor Company shall co-operate with the Resulting Company and its advisors and provide the Resulting Company and its advisors, the relevant documents and information, if any, available with it and that may be reasonably requested by the Resulting Company in respect of its participation in the defence of the said G Third Party Claim.

(v) The Transferor Company shall keep the Resulting Company informed of material developments relating to the G Third Party Claim.

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

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

10. CONTRACTS, DEEDS, ETC.

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



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

10.3. It is hereby clarified that (i) if any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Business Undertaking to which the Demerged Company is a party to, cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company/Transferee Company shall hold such contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company, in so far as it is permissible to do so, till such time as the transfer is effected; and (ii) save and except for (a) the agreement dated September 2, 2003 with Paysquare Consultancy Ltd. for payroll processing services, (b) SAP Software End-User Value License Agreement dated September 29, 2005 (c) eBorn dated November 1, 2014 SOW for SAP Application Management Services (SAP Support);and (d) Atlassian End User License Agreement (JIRA licenses) (accepted online),there are no contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature that relate to the Demerged Business Undertaking as well as the Remaining Undertaking. Such contracts are for the common benefit of the Demerged Company and the Transferee Company and will continue until the Effective Date. On the Effective Date, such contracts shall be transferred to the Resulting Company pursuant to this Scheme and the continued use of the services thereunder by the Transferee Company shall be subject to receipt of consents from the respective vendors thereof, failing which the Transferee Company will make alternate arrangements in this regard.

10.4. For the avoidance of doubt, it is clarified that upon the coming into effect of this Scheme, all the rights, title, interest and claims of the Demerged Company in any leasehold/licensed properties in relation to the Demerged Business Undertaking shall, pursuant to Section 394(2) of the Act, be transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company automatically without requirement of any further act or deed.

11. CONDUCT OF BUSINESSES TILL THIS SCHEME COMES INTO EFFECT

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

11.1.1. shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Demerged Business Undertaking and stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions of the Demerged Business Undertaking for and on account of, and in trust for, the Resulting Company;

11.1.2. all profits or income arising or accruing in favour of the Demerged Company in relation to the Demerged Business Undertaking and all Taxes paid thereon or losses, expenditures arising or incurred by the Demerged Company in relation to the Demerged Business Undertaking shall, for all purposes, be treated as and deemed to be the profits or income, Taxes or losses, expenditures as the case may be, of the Resulting Company, except those specifically forming part of the Remaining Undertaking;

11.1.3. any of the rights, powers, authorities, privileges, attached, related or pertaining to the Demerged Business Undertaking exercised by the Demerged Company shall be deemed to have been exercised by the Demerged Company for and on behalf of, and in trust for and as an agent of the Resulting Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Demerged Business Undertaking that have been undertaken or discharged by the Demerged Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Resulting Company.

11.1.4. shall cause the business of the Demerged Business Undertaking (including making applications to any Appropriate Authority for the renewal of permits which have expired) to be conducted as a going concern in trust for the Resulting Company and in the ordinary course of business;

11.1.5. shall not, except as may be expressly required or permitted under this Scheme pursuant to exercise of stock options granted as of April 1, 2016, make any change in its capital structure in any manner either by any increase (including by way of issue of equity and/or preference shares on a rights basis or by way of a public issue, bonus shares and/or convertible debentures or otherwise), decrease, reduction, reclassification, sub-division, consolidation, re-organization, or in any other manner which may, in any way, affect the Share Entitlement Ratio, except with the prior approval of the Board of Directors of the Resulting Company.

11.1.6. shall conduct its business in accordance with and not take any actions prohibited by the Framework Agreement.

12. REMAINING UNDERTAKING

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

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



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

(a) shall be deemed to have been carrying on and to be carrying on all the business and activities relating to the Remaining Undertaking for and on behalf of the Transferee Company; and

(b) all profits accruing to the Demerged Company thereon or losses arising or incurred by it relating to the Remaining Undertaking shall for all purposes be treated as the profits or losses, as the case may be, of the Transferee Company.

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

13. SAVINGS OF CONCLUDED TRANSACTIONS

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

PART 3

14. CONSIDERATION

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

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

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

(a) consolidate such fractions and issue consolidated shares to a trustee nominated by the Resulting Company in that behalf, who shall sell such shares and distribute the net sale proceeds (after deduction of applicable taxes and other expenses incurred) to the shareholders respectively entitled to the same in proportion to their fractional entitlements;

(b) round off all fractional entitlements to the next whole number above the fractional entitlement and issue such number of securities to the relevant shareholders;

(c) deal with such fractional entitlements in such other manner as they may deem to be in the best interests of the shareholders of the Demerged Company and the Resulting Company.

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

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

14.5. Equity shares in the Resulting Company shall be issued in dematerialized form to those shareholders who hold shares of the Demerged Company in dematerialized form, in to the account in which the Demerged Company shares are held or such other account as is intimated by the shareholders to the Resulting Company and / or its Registrar. All those shareholders who hold equity shares of the Demerged Company in physical form shall also have the option to receive the equity shares in the Resulting Company, in dematerialized form provided the details of their account with the Depository Participant are intimated in writing to the Resulting Company and / or its Registrar. If not so notified, they would be issued equity shares in physical form.

14.6. The Board of Directors of the Resulting Company and the Demerged Company shall, if and to the extent required, apply for and obtain any approvals from Appropriate Authorities for the issue and allotment of equity shares to the shareholders of the Demerged Company pursuant to Clause 14.1 of the Scheme.

14.7. Equity shares to be issued by the Resulting Company to the members of the Demerged Company pursuant to Clause 14.1 of this Scheme shall, subject to the receipt of necessary approvals, be listed and/or admitted to trading on the Stock Exchanges, where the shares of the Demerged Company are listed and/or admitted to trading. The Resulting Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with Applicable Laws for complying with the formalities of the said Stock Exchanges. The shares allotted pursuant to the Scheme shall remain frozen in the depositories system till listing / trading permission is given by the designated Stock Exchange.



14.8. The equity shares to be issued by the Resulting Company pursuant to this Scheme in respect of any equity shares of the Demerged Company which are held in abeyance under the Act or otherwise shall, pending allotment or settlement of dispute by order of a court or otherwise, also be kept in abeyance by the Resulting Company. In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the board of directors of the Resulting Company shall be empowered to take such actions as may be necessary in order to remove any difficulties arising to the transferor of the share in the Resulting Company and in relation to the shares issued by the Resulting Company pursuant to the Scheme.

14.9. Approval of this Scheme by the shareholders of the Resulting Company shall be deemed to be the due compliance of the provisions of Section 62 and Section 55 of the Companies Act, 2013 and the other relevant and applicable provisions of the Act for the issue and allotment of equity shares by the Resulting Company to the shareholders of the Demerged Company, as provided in this Scheme.

14.10. The equity shares of the Resulting Company issued pursuant to this Scheme may not be registered under the United States Securities Act of 1933, as amended (the **"Securities Act"**) and the Resulting Company may elect, in its sole discretion, to rely upon an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof or any other exemption that the Resulting Company may elect to rely upon. In the event the Resulting Company elects to rely upon an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof, the sanction of the High Courts to this Scheme will be relied upon for the purpose of qualifying the issuance and distribution of the equity shares of the Resulting Company for such an exemption from the registration requirements of the Securities Act under Section 3(a)(10) thereof.

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

15.1. In the books of the Resulting Company

As on the Appointed Date and the Scheme becoming effective:

(i) The Resulting Company shall record all the assets and liabilities, pertaining to the Demerged Business Undertaking, at fair values.

(ii) The Resulting Company shall credit to its share capital account, the aggregate face value of the equity shares issued by it pursuant to Clause 14.1 of this Scheme.

(iii) The difference between the fair value and face value of shares pursuant to clause 14.1 of this Scheme shall be credited to securities premium account.

(iv) The Fair value of the share issued by the Resulting Company pursuant to Clause 14.1 of this Scheme as reduced by the net assets of Demerged Business Undertaking acquired and recorded by the Resulting Company if surplus, shall be debited to Goodwill Account. In case of a deficit, the same shall be credited to Capital Reserve Account.

15.2. In the books of the Demerged Company

(i) Upon the Scheme becoming effective, the Demerged Company shall reduce the book value of assets and liabilities pertaining to the Demerged Business Undertaking as set out below.

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

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



CHAPTER 3

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

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

PART 1

16. DEFINITIONS:

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

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

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

17. SHARE CAPITAL

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

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

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

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

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

HCL Technologies Limited

PART 2

18. TRANSFER AND VESTING OF THE REMAINING UNDERTAKING

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

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

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

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

19. STAFF, WORKMEN & EMPLOYEES

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

20. LEGAL PROCEEDINGS AND INDEMNITY

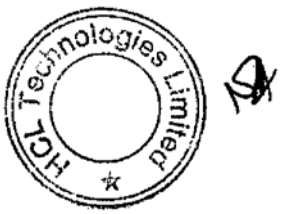
20.1. All legal proceedings of whatsoever nature by or against the Transferor Company pending and/or arising before the Effective Date and relating to the Remaining Undertaking, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained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

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

21. CONTRACTS, DEEDS, ETC.

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

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



21.3. Subject to Closing (as defined in the Framework Agreement) having occurred, and with effect from the Effective Date, each of the parties to the DS Support Undertaking confirms that it irrevocably and unconditionally waives any rights or claims it has, or may at any time in the future have (and undertakes not to bring or assist in the bringing of any claim of any nature whatsoever (including in respect of any breach)) in respect of the contracts listed in **Schedule 5;**

22. It is expressly clarified that upon the Scheme becoming effective all Taxes in relation to the Remaining Undertaking payable by the Transferor Company shall be treated as the tax liability of Transferee Company; similarly all credits for tax deduction at source, credit of MAT paid and advance tax paid on the income of the Remaining Undertaking shall be available to Transferee Company. Any obligation for deduction of tax at source on any payment made by or to be made by Transferor Company shall be made or deemed to have been made and duly complied with as if so made by the Transferee Company.

PART 3

23. CONSIDERATION

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

23.2. In consideration of the Amalgamation, the Transferee Company shall issue and allot to each resident shareholder (including the ESOP Trust) of the Transferor Company and subject to approval by the Reserve Bank of India, to all non-resident shareholders of the Transferor Company, 1 (one) fully paid up redeemable preference shares of Rs. 68 each (the terms of which are provided in Clause 23.6 below in the Transferee Company **("Redeemable Preference Share")** for every 1 (one) fully paid up equity shares each of the Transferor Company.

23.3. If the approval of the Reserve Bank of India as contemplated under Clause 23.2 above is not received prior to the Effective Date, such non-resident shareholders of the Transferor Company **("GL NR Equity Shareholders")** shall be issued and allotted 24 fully paid unlisted equity share of Rs. 10 each of the Transferee Company for every 1793 fully paid up equity shares of Rs. 2 each of the Transferor Company held by such shareholder as set out in the valuation report issued by Walker Chandiok & Co LLP **("GSL NR Equity Shares")** on the Record Date which shall be compulsory purchased by DS and/or their affiliates or any other Person and/ or entity identified by them **("Purchasers"),** immediately on issuance of GSL NR Equity Shares.

23.4. In the event GSL NR Equity Shares are required to be issued pursuant to Clause 23.3 above, on or before the Record Date, GSL, subject to the approval of the Reserve Bank of India, shall appoint category – I merchant bankers **("Merchant Banker(s)")** to act on behalf of and as an agent and trustee of the GSL NR Equity Shareholders for the sale and purchase of the GSL Equity Shares as stated in Clause 23.3 above in the manner provided hereunder:

23.4.1. GSL shall issue and allot GSL NR Equity Shares to the Merchant Banker(s) and the Merchant Banker(s) shall, for and on behalf of GL NR Equity Shareholders receive the GSL NR Equity Shares in an on-shore escrow account opened by it with a scheduled commercial bank in India upon terms and conditions acceptable to the Board of Directors of GSL, for this purpose **("Escrow Account").**

23.4.2. The Merchant Banker(s), shall for and on behalf of the GL NR Equity Shareholders sell the GSL Equity Shares to the Purchasers, within 30 (thirty) days from the date of allotment of the GSL NR Equity Shares by the Transferee Company and the Purchaser shall purchase at a price of Rs.5080.3 which includes a premium of Rs.5070.3 per GSL Equity Share as set out in the valuation report issued by Walker Chandiok & Co LLP.

23.4.3. Upon receipt of the sale proceeds on sale of the GSL NR Equity Shares pursuant to Clause 23.4.2 above, the Merchant Banker(s) shall distribute such proceeds (net of expenses) to the GL NR Equity Shareholders within 7 (seven) business days from the date of receipt of such proceeds, after deducting or withholding taxes or duties as may be applicable, in the proportion to their entitlements as per instructions of the Purchasers and their Tax advisors.

23.4.4. If the bank details of the GL NR Equity Shareholders are notified with the registrar and transfer agent of the Transferor Company, the Merchant Banker may cause the credit of the sale proceeds to such banks.

23.4.5. Notwithstanding anything to the contrary contained in any Applicable Law, the allotment of the GSL NR Equity Shares to the Merchant Banker for and on behalf of the GL NR Shareholders under this Scheme, shall be deemed to be allotment of equity shares to the GL NR Equity Shareholders under the provisions of Applicable Law.

23.4.6. All the expenses including the appointment of the Merchant Banker, opening of the Escrow Account, the stamp duty for the said transfer of the GSL NR Equity Shares shall be borne by the Purchaser.

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

23.6. Terms of issue of Redeemable Preference Shares:

(a) <u>Face value</u>

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



(b) Coupon

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

(c) Voting Rights

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

(d) Redemption

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

(e) Taxation

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

(f) Listing

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

(g) Winding-up

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

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

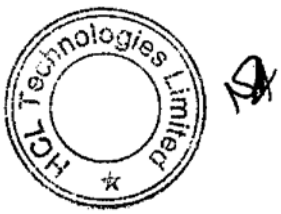
23.8. In case any equity shareholder of the Transferor Company has shareholding such that it becomes entitled to a fraction of a share of the Transferee Company, the Transferee Company shall not issue fractional share certificates to such member but shall instead, at its absolute discretion, decide to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

(a) consolidate such fractions and issue consolidated shares to a trustee nominated by the Transferee Company in that behalf, who shall, sell such shares to the Purchasers and distribute the net sale proceeds (after deduction of applicable taxes and other expenses incurred) to the shareholders respectively entitled to the same in proportion to their fractional entitlements;

(b) round off all fractional entitlements to the next whole number above the fractional entitlement and issue such number of securities to the relevant shareholders;

(c) deal with such fractional entitlements in such other manner as they may deem to be in the best interests of the shareholders of the Transferor Company.

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



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

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

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

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

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

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

24. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

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

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

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

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

24.5. The Transferee Company shall credit to its share capital account, the aggregate face value of the equity shares issued by it pursuant to Clause 23 of this Scheme.

24.6. The difference between the fair value and face value of equity shares issued pursuant to Clause 23 of this Scheme shall be credited to securities premium account.

24.7. In case of any differences in accounting policy between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference till the Appointed Date will be quantified and adjusted in the Profit and Loss Account mentioned earlier to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

24.8. The Board of directors of the Transferee Company may account for any of the balances in accordance with the prescribed Accounting Standards and applicable Generally Accepted Accounting Principles.

25. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

25.1. With effect from the Appointed Date and upto and including the Effective Date all the income or profits accruing or arising to the Transferor Company in relation to the Remaining Undertaking and all costs, charges, expenses or losses incurred by the Transferor Company in relation to the Remaining Undertaking shall for all purposes be treated the income, profits, costs, charges, expenses and losses as the case may be of the Transferee Company.

26. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Appropriate Authority as are necessary under any law or rules, for such consents, approvals and sanctions, which the Transferee Company may require pursuant to this Scheme.



27. SAVING OF CONCLUDED TRANSACTIONS

27.1. The transfer of properties and liabilities under Clause 18 above and the continuance of proceedings by or against the Transferor Company under Clause 20 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or after April 1, 2016 till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of the Transferee Company.

28. WINDING UP

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

29. Compliance with Section 2(1B) of the Income Tax Act 1961

The provisions of this Scheme as they relate to the amalgamation of the Transferor Company into and with the Transferee Company have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the provisions of this Chapter 3 of the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

30. Reduction of Share Capital and Combination of Authorised Share Capital

30.1. Upon this Scheme becoming effective, the existing shareholding of the Transferor Company in the Transferee Company, shall, without any consideration and without any further act or deed, be cancelled as an integral part of this Scheme, in accordance with provisions of Sections 100 to 103 of the 1956 Act and other relevant provisions of the 1956 Act or the 2013 Act, as applicable and the order of the High Court sanctioning the Scheme shall be deemed to be also the order under Section 102 of the 1956 Act and other relevant provisions of the 1956 Act or the 2013 Act, as applicable, for the purpose of confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital, and the provisions of Section 101 of the 1956 Act or the other relevant provisions of the 2013 Act will not be applicable. Notwithstanding the reduction in the equity share capital of the Transferee Company, the Transferee Company shall not be required to add "And Reduced" as suffix to its name.

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

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

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

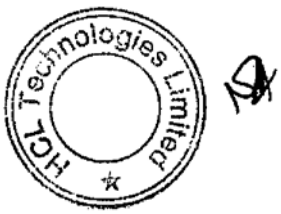
31. Books and Record of the Transferor Company

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

CHAPTER 4
GENERAL TERMS AND CONDITIONS

32. APPLICATION TO HIGH COURT

32.1. The Demerged Company / the Transferor Company, the Resulting Company and the Transferee Company shall make applications /petitions under Sections 391 to 394 of the Companies Act, 1956 and other applicable provisions of the Act to their respective jurisdictional High Courts for sanction of this Scheme under the provisions of law.



32.2. The Resulting Company shall be entitled, pending the effectiveness of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals which the Resulting Company may require to effect the transactions contemplated under the Scheme, in any case subject to the terms of the Framework Agreement.

33. DECLARATION OF DIVIDEND, BONUS, ETC.

33.1. During the period between the date of approval of this Scheme by its Board of Directors and upto and including the Effective Date, the Demerged Company shall not declare or pay any dividends.

33.2. It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Companies to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Boards of Directors of the Companies and subject, wherever necessary, to the approval of the shareholders of the concerned Company.

34. MODIFICATION OR AMENDMENTS TO THE SCHEME

34.1. GL and HL agree that if, at any time, either of the High Courts or any Appropriate Authority directs or requires any modification or amendment of the Scheme, such modification or amendment shall not, to the extent it adversely affects the interests of GL or HL, be binding on GL or HL, as the case may be, except where the prior written consent of the affected party i.e. GL or HL, as the case may be, has been obtained for such modification or amendment, which consent shall not be unreasonably withheld by GL or HL, as the case may be.

34.2. In the event a modification or amendment to the Scheme as required by the High Courts or any Appropriate Authority is not approved in accordance with this Clause 35, GL and HL shall, without prejudice to the binding nature of the Framework Agreement and without jeopardising the objectives of the Framework Agreement, enter into good faith discussions on the manner in which they shall proceed in relation to consummation of the transactions contemplated under the Agreement and the Scheme. HL acknowledges and agrees that the Demerger and Amalgamation are integral parts of the Scheme for GL such that the implementation of either the Demerger or the Amalgamation cannot be severed or undertaken independently of the other except with the written consent of GL. Provided however that if GSL or DS are in material breach of their obligations under the DS Support Undertaking, GL and GSL agree and shall procure that the Scheme shall be modified (and withdrawn and refiled if required by Applicable Law) such that the Demerger of the Demerged Business Undertaking shall be severed from the Amalgamation and the Demerger consummated independently of the Amalgamation of the Remaining Undertaking on the same terms and conditions applicable to the Demerger as set out herein. It is clarified that upon such modification withdrawal and severance of the Demerger as an independent transaction, DS or GSL shall not have any obligation or liability towards the Resulting Company, except as specified in the DS Support Undertaking.

34.3. GL and HL acknowledge that in terms of the DS Support Undertaking, any modification or amendment to the Scheme shall be subject to the prior written consent of DS (not to be unreasonably withheld), to the extent that such amendment adversely affects the interest of DS. HL acknowledges that for such amendment or modification to the Scheme, GL will be required to obtain prior written consent of GSL and DS (which shall not be unreasonably withheld).

34.4. Notwithstanding anything contained in Clause 34.1 to 34.3, any modification to the Scheme by the any of the Companies, after receipt of sanction by the High Courts, shall be made only with the prior approval of the High Courts.

35. CONDITIONALITY OF THE SCHEME

35.1. This Scheme is conditional upon and subject to:

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

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

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

(d) The Scheme being approved by the written consents or requisite majorities in number and value of such classes of Persons including the respective members and/or creditors of the Companies as may be directed by the relevant High Courts or any other competent authority, as may be applicable.

(e) The Scheme being sanctioned by the concerned High Court under Sections 391 to 394 of the Act.

(f) The fulfilment, satisfaction or waiver (as the case may be) of the conditions precedent under the Framework Agreement by HL and GL, in accordance with the terms thereof.

(g) Certified copy of the Order of the High Courts sanctioning the Scheme being filed with the Registrars of Companies having jurisdiction over the Companies.

HCL Technologies Limited

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

36. EFFECT OF NON-RECEIPT OF APPROVAL/SANCTION

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

37. EXPENSES CONNECTED WITH THE SCHEME

37.1. Except as stated in Clauses 37.2, 37.4 and 37.5 below, each Company shall bear its own costs, charges and expenses in relation to the transactions contemplated herein.

37.2. All costs, charges and expenses including registration expenses in respect of the Demerger of the Demerged Business Undertaking from the Demerged Company to the Resulting Company in terms of or pursuant to this Scheme shall be borne by the Resulting Company.

37.3. The Resulting Company shall not be liable for capital gains tax, if any, arising out of demerger of the Demerged Business Undertaking by the Demerged Company to the Resulting Company or the amalgamation of the Transferor Company with the Transferee Company pursuant to the Scheme.

37.4. Stamp duty on the Scheme shall be borne by the Resulting Company and Transferee Company in the proportion of 75% (Resulting Company): 25% (Transferee Company). Notwithstanding the foregoing, if pursuant to any adjudication order of any competent Appropriate Authority (which order has not been set aside as a result of challenge by either Party in a court of law): (i) stamp duty, if any, payable exclusively on the Sanction Order and relatable only to the Demerger, shall be paid by the Resulting Company alone; and (ii) stamp duty, if any, payable exclusively on the Sanction Order and relatable only to the Amalgamation, shall be paid by Transferee Company alone. Stamp duty on issuance of shares pursuant to the Demerger shall be borne by Resulting Company and stamp duty on issuance of shares pursuant to the Amalgamation shall be borne by the Transferee Company.

37.5. All costs, charges and expenses in respect of the Amalgamation of the Remaining Undertaking from the Transferor Company to the Transferee Company in terms of or pursuant to this Scheme shall be borne by the Transferee Company.

38. POWER TO REMOVE DIFFICULTIES

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

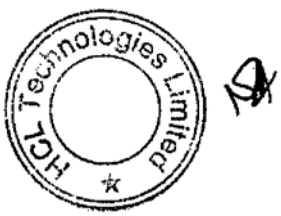
38.1. give such directions (acting jointly) as may be mutually agreed in writing by the Companies as they may consider necessary to settle any question or difficulty arising under this Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any matter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

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

39. WRONG POCKET ASSETS

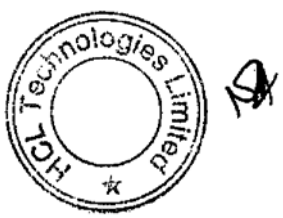
39.1. If any part of the Demerged Business is not transferred to the Resulting Company on the Effective date pursuant to the Demerger, the Transferee Company shall take such actions as may be reasonably required to ensure that such part of the Demerged Business is transferred to the Resulting Company promptly and for no further consideration. The Resulting Company shall bear all costs and expenses as may be incurred by the Transferee Company, subject to the prior written consent of the Resulting Company, for giving effect to this Clause.

39.2. If the Demerged Company or the Transferee Company realizes any amounts after the Effective Date that pertain to the Demerged Business, it shall immediately make payment of such amounts to the Resulting Company. It is clarified that all receivables relating to the Demerged Business, for the period prior to the Effective Date, but received after the Effective Date, relate to the Demerged Business Undertaking and shall be paid to the Resulting Company for no additional consideration. If the Resulting Company realizes any amounts after the Effective Date that pertains to the Transferee Company, it shall immediately pay such amounts to the Transferee Company.



SCHEDULE 1
Immovable Property

Name of the Company	Address	Comments
Geometric Limited	Geometric Limited Unit No. 703-A, 7th floor, B Wing, Reliable Tech Park, Airoli, Navi Mumbai 400708 India	Leased
	Geometric Limited Plot No. 6 & 8, Rajiv Gandhi Infotech Park, M.I.D.C., Phase-I, Hinjewadi, Pune 411 057 India	Land leased from MIDC - Building owned by Geometric
	Geometric Limited Neopro Technologies Pvt Ltd (SEZ), Block IT-2, 3rd floor, S. No. 154/6, Rajiv Gandhi InfoTech Park Phase-I, Hinjewadi, Pune 411 057 India	Leased
	Geometric Limited Neopro Technologies Pvt Ltd (SEZ), Block IT-5, 5th & 6th floor, S. No. 154/6, Rajiv Gandhi InfoTech Park Phase-I, Hinjewadi, Pune 411 057 India	Leased
	Geometric Limited Embassy Tech Village, Ground Floor, Tower 3 of 2B, Survey No. 12/3 & 12/4 of Devarabeesanhalli Village, Varthur Hobli, Bangalore East Taluka, Bengaluru 560 037 India	Leased
	Geometric Limited SP Info City, Block A, 1st Floor, Module 4, No.40, MGR Salai, Perungudi, Kandanchavadi, Chennai 600 096 India	Leased
	Geometric Limited S.P. Info city Plot No. 40, Module No. 2, 1st Floor Block A MGR Road South (Veeranam Road South), Perungudi Village, Chennai - 600 096	Leased
	Office Level 1, H-08 Building, HITEC City-2, Phoenix Infocity Pvt Ltd SEZ, Gachibowli (V) Serilingampally (M), R.R Dist., Village, Hyderabad- 500032	Leased
	Flat no. 703, Sai Raj CHS, Plot No. 22, Sector -6, Airoli, Navi Mumbai	Leased - Guest House
Geometric Ltd.- UK	Geometric (India) Limited Ground Floor Office 210, 2430 / 2440 The Quadrant, Aztec West, Almondsbury, Bristol, BS32 4AQ, United Kingdom	Leased
Geometric Ltd.- Germany	Dachauer Strasse 15a 85764 Oberschleißheim, Germany	Leased
Geometric China, Inc.	Geometric China, Inc. 23B, The World Square, 855 South Pudong Rd, Pudong New Area, Shanghai, PRC	Leased
Geometric Asia Pacific Pte Ltd. - Japan	Geometric Asia Pacific Pte. Ltd. Hikari Bldg 9F, 1-43-7 Yoyogi, Shibuya-Ku,Tokyo 151-0053 Japan	Leased
Geometric Americas Inc.	Geometric Americas, Inc. 50 Kirts Blvd., Suite A, Troy, MI 48084 USA	Leased
	Geometric Americas, Inc. 2001 52nd Avenue, Suite 2, Moline, IL 61265 USA	Leased
	Geometric Americas, Inc. 412 SW Washington Street, Suite A, Peoria, IL 61602 USA	Leased
	Geometric Americas, Inc. 15974 N 77th St, Suite 103, Scottsdale, AZ 85260-1790 USA	Leased
Geometric Americas Inc. - Canada	Geometric Americas, Inc. Regus HQ 2001 University Street, Suite 1700, Montreal, Quebec, H3A 2A6 Canada	Leased
Geometric, SAS	Geometric SAS 17, Avenue Didier Daurat, Bâtiment Socrate, First Floor 31702 Blagnac Cedex, Toulouse, France	Leased
Geometric SRL	Geometric SRL Parcul Mic 19-21, bl.2 sc.A Mezzanine, Brasov, 500386, Romania	Leased
Geometric Europe GmbH	Geometric Europe GmbH Dachauer Strasse 15a 85764, Oberschleißheim, Germany	Leased
Geometric Europe GmbH	Geometric Europe GmbH Prostep AG 3rd floor Object Taunusstraße 42, Munich 80807	Leased for BMW project



Name of the Company	Address	Comments
Geometric GmbH	Geometric GmbH Dachauer Strasse 15a 85764, Oberschleißheim, Germany	Leased
Geometric GmbH	Geometric GmbH business PARK - Osterhofener Str. 12, 93055, Regensburg, Germany	Leased
Geometric Europe GmbH - Netherlands	Geometric Europe GmbH Flight Forum 40, Ground Floor, 5657 DB Eindhoven	Leased
Geometric Europe GmbH	Leopoldstrasse Business-Center, Room No. 144, Leopoldstrasse 244, München 80807	Leased

SCHEDULE 2
List of branches and subsidiaries

Geometric Limited

List of subsidiaries and branches

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

Geometric Americas Inc.
List of subsidiaries and branches

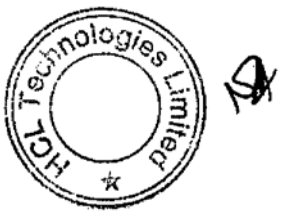
Sl. No.	Countries	Subsidiaries	Branches
1.	Canada	NIL	Geometric Americas Inc. Branch in Canada

Geometric Asia Pacific Pte. Ltd.
List of subsidiaries and branches

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

Geometric Europe GmbH
List of subsidiaries and branches

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



SCHEDULE 3

DETAILS OF EMPLOYEE STOCK OPTIONS

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

SCHEDULE 4

All intellectual property rights in relation to the following:

1. 3D PLM; and

2. 3dPLM Software
A Joint Venture of Geometric & Dassault Systèmes

SCHEDULE 5

I. **List of vendor contracts:**

Sl. No.	Agreement	Parties	Agreement Name	Agreement Effective Date
1	00901A2000DS	Dassault Systemes France and Geometric Limited	Code Test Loan Agreement	28-Jul-2000
2	00065A2001DS	Dassault Systemes France and Geometric Limited	Preindustrial Code Test Loan Agreement	29-Jan-2001
3	00746A2002DS and 00658A2004DS, 00167-2009DS	Dassault Systemes France and Geometric Limited	Cooperation Agreement for services related to DS Group Products + Amendment No. 1 and 2	1-Jul-2002
4	00744A2002DS and 00100A2004DS, 03970-2008DS, 10232-2012DS, 07560-2013DS	Dassault Systemes France and Geometric Limited	Version 5 Development Service Provider Agreement + Amendment No. 1 and 2 + 3 + 4	1-Jul-2002
5	00132A2004DS	Dassault Systemes France and Geometric Limited	License Agreement for Development & Engineering Services	16-Feb-2004
6	00751A2005GRUP and 02140-2009GRUP	Dassault Systemes France and Geometric Limited	Software Partner Agreement (related to xPDM Gateway and GEOMCALIPER ON CATIA V5 ADVANCED) + Amendment 1	22-Jul-2005

HCL Technologies Limited

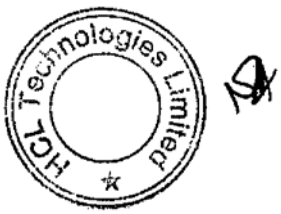
Sl. No.	Agreement	Parties	Agreement Name	Agreement Effective Date
7	01900-2009DS	Dassault Systemes France and Geometric Limited	Industry Solution Partner Agreement	30-Jun-2009
8	Geometric DSGRUP SPPA 2010 Nov 05	Dassault Systemes France and Geometric Limited	Service Provider Partner Agreement + Amendment No.1	9-Nov-2010
9	05220-2010DS	Dassault Systemes France and Geometric Limited	DS V6 APS Community Partner Agreement	11-Jun-2012
10	00811-2011DS	Dassault Systemes France and Geometric Limited	Limited Use Software License Agreement # LEGL-4155	19-May-2011

II. **List of Customer Contracts:**

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

III. **List of other contracts:**

Sr.No.	Parties	Agreement Name	Agreement Date
1.	3DPLM, Dassault Systemes And Geometric Limited	Amended And Restated Shareholders Agreement	4-Mar-15
2.	Dassault Systemes And Geometric Limited	Non Disclosure Agreement	23-Jan-02
3.	3DPLM, Dassault Systemes And Geometric Limited	Amended And Restated Escrow Agreement	Nil
4.	3DPLM, Dassault Systemes And Geometric Limited	Umbrella Agreement	16-Sep-08
5.	3DPLM, Dassault Systemes And Geometric Limited	Frame Services Agreement	9-Feb-04
6.	Geometric Limited and 3DPLM	Management And Shared Services Agreement	9-Feb-12
7.	Geometric Limited and 3DPLM	Management And Shared Services Agreement Amdnt No 1	1-Apr-12
8.	Geometric Limited and 3DPLM	Management And Shared Services Agreement Amndt No 2	1-Apr-13
9.	Geometric Limited and 3DPLM	Management And Shared Services Agreement Amndt No 3	1-Apr-14
10.	Geometric Limited and 3DPLM and 3DGS	Management And Shared Services Agreement Amndt No 4	1-Apr-15
11.	Geometric Limited and 3DPLM	Trade logo License Agreement	23-Jan-02



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



ANNEXURE 2 - Pre and Post Scheme Shareholding Pattern of the Applicant Company

Format of holding of specified securities

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

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

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

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

HCL Technologies Limited

Anand,

Table I - Summary Statement holding of specified securities

Category (I)	Category of shareholder (II)	Nos. of shareholders (III)	No. of fully paid up equity shares held (IV)	No. of Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = (IV)+(V)+ (VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)				No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialized form (XIV)
								No of Voting Rights			Total as a % of (A+B+C)			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	
								Class eg: X	Class eg: Y	Total								
(A)	Promoter & Promoter Group	6	851,569,308	-	-	851,569,308	60.38%	851,569,308	-	851,569,308	60.38%	-	-	-	-	-	-	851,569,308
(B)	Public	149,945	558,812,006	-	-	558,812,006	39.62%	558,812,006	-	558,812,006	39.62%	-	-				NA	558,154,169
(C)	Non Promoter- Non Public	-	-	-	-	-	-	-	-	-	0.00%	-	-	-	-		NA	-
(C1)	Shares underlying DRs	-	-	-	-	-	NA	-	-	-	0.00%	-	-	-	-		NA	-
(C2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	0.00%	-	-	-	-		NA	-
	Total	149,951	1,410,381,314	-	-	1,410,381,314	100.00%	1,410,381,314	-	1,410,381,314	100.00%	-	-	-	-			1,409,723,477

HCL Technologies Limited

Anand

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

	Category & Name of the Shareholders (I)	PAN (II)	No. of shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	Nos. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV+V+VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) as a % of A+B+C2	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered(XIII)		Number of equity shares held in dematerialized form (XIV)
									No of Voting Rights			Total as a % of Total Voting rights			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total shares held (b)	
									Class eg. X	Class e.g. Y	Total								
(1)	Indian																		
(a)	Individuals/Hindu undivided Family		3	788	-	-	788	0.00%	788	-	788	0.00%	-	0.00%	-	-	-	-	788
	Mr. Shiv Nadar	ACIPN3598A	1	368	-	-	368	0.00%	368	-	368	0.00%	-	0.00%	-	-	-	-	368
	Mr. Kiran Nadar	ACPYN5724N	1	72	-	-	72	0.00%	72	-	72	0.00%	-	0.00%	-	-	-	-	72
	Ms. Roshni Nadar Malhotra	ABRPN2796L	1	348	-	-	348	0.00%	348	-	348	0.00%	-	0.00%	-	-	-	-	348
(b)	Central Government/ State Government(s)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	-	-	-
(c)	Financial Institutions/ Banks		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	-	-	-
(d)	Any Other (specify)		2	612,470,704	-	-	612,470,704	43.43%	612,470,704	-	612,470,704	43.43%	-	43.43%	-	-	-	-	612,470,704
	(i) Body Corporates																		
	HCL Corporation Pvt. Ltd.	AADCG2601M	1	12,373,680	-	-	12,373,680	0.88%	12,373,680	-	12,373,680	0.88%	-	0.88%	-	-	-	-	12,373,680
	Value Sunshine Investments (Delhi) Pvt. Ltd.	AAGCV8933E	1	600,097,024	-	-	600,097,024	42.55%	600,097,024	-	600,097,024	42.55%	-	42.55%	-	-	-	-	600,097,024
	Sub-Total (A)(1)		5	612,471,492	-	-	612,471,492	43.43%	612,471,492	-	612,471,492	43.43%	-	43.43%	-	-	-	-	612,471,492
(2)	Foreign																		
(a)	Individuals (Non-Resident Individuals/ Foreign		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b)	Government		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Institutions		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Foreign Portfolio Investor		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Any Other (specify)		1	239,097,816	-	-	239,097,816	16.95%	239,097,816	-	239,097,816	16.95%	-	16.95%	-	-	-	-	239,097,816
	(i) Bodies Corporate																		
	HCL Holdings Private Ltd.	AABCH7209Q	1	239,097,816	-	-	239,097,816	16.95%	239,097,816	-	239,097,816	16.95%	-	16.95%	-	-	-	-	239,097,816
	Sub-Total (A)(2)		1	239,097,816	-	-	239,097,816	16.95%	239,097,816	-	239,097,816	16.95%	-	16.95%	-	-	-	-	239,097,816
Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)			6	851,569,308	-	-	851,569,308	60.38%	851,569,308	-	851,569,308	60.38%	-	60.38%	-	-	-	-	851,569,308

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

Note:

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

HCL Technologies Limited

Table III - Statement showing shareholding pattern of the Public shareholder

	Category & Name of the Shareholders (I)	PAN (II)	No. of shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid up equity shares held (V)	Nos. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV+V+VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) as a % of A+B+C2	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialized form (XIV)
									No of Voting Rights			Total as a % of Total Voting rights			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total shares held (b)	
									Class X	ClassY	Total								
(1)	Institutions																		
(a)	Mutual Funds		339	61,425,705	-	-	61,425,705	4.36%	61,425,705	-	61,425,705	4.36%	-	4.36%	-	-		NA	61,423,541
(b)	Venture Capital Funds		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		NA	-
(c)	Alternate Investment Funds		1	6,000	-	-	6,000	0.00%	6,000	-	6,000	0.00%	-	0.00%	-	-		NA	6,000
(d)	Foreign Venture Capital Investors		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		NA	-
(e)	Foreign Portfolio Investors		899	379,934,660	-	-	379,934,660	26.94%	379,934,660	-	379,934,660	26.94%	-	26.94%	-	-		NA	379,933,860
(f)	Financial Institutions/ Banks		31	1,910,119	-	-	1,910,119	0.14%	1,910,119	-	1,910,119	0.14%	-	0.14%	-	-		NA	1,909,323
(g)	Insurance Companies		35	16,872,761	-	-	16,872,761	1.20%	16,872,761	-	16,872,761	1.20%	-	1.20%	-	-		NA	16,872,761
(h)	Provident Funds/ Pension Funds		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		NA	-
(i)	Any Other (specify)																		
(i)	Foreign Banks		3	1,200	-	-	1,200	0.00%	1,200	-	1,200	0.00%	-	0.00%	-	-		NA	1,200
	Sub-Total (B)(1)		1,308	460,150,445	-	-	460,150,445	32.63%	460,150,445	-	460,150,445	32.63%	-	32.63%	-	-		NA	460,146,685
(2)	Central Government/ State Government(s)/ President of India																		
			-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		NA	-
	Sub-Total (B)(2)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		NA	-
(3)	Non-Institutions																		
(a)	Individuals - i. Individual shareholders holding nominal share capital up		148,294	37,882,014	-	-	37,882,014	2.69%	37,882,014	-	37,882,014	2.69%	-	2.69%	-	-		NA	37,266,677
	ii. Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.		16	3,131,430	-	-	3,131,430	0.22%	3,131,430	-	3,131,430	0.22%	-	0.22%	-	-		NA	3,131,430
(b)	NBFCs registered with RBI		18	176,651	-	-	176,651	0.01%	176,651	-	176,651	0.01%	-	0.01%	-	-		NA	176,651
(c)	Employee Trusts		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		NA	-
(d)	Overseas Depositories (holding DRs) (balancing figure)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-		NA	-
(e)	Any Other (specify)																		
(i)	Bodies Corporate		1,447	44,439,378	-	-	44,439,378	3.15%	44,439,378	-	44,439,378	3.15%	-	3.15%	-	-		NA	44,410,958
(ii)	Trusts		40	2,355,820	-	-	2,355,820	0.17%	2,355,820	-	2,355,820	0.17%	-	0.17%	-	-		NA	2,355,820
(iii)	Foreign Nationals		12	74,767	-	-	74,767	0.01%	74,767	-	74,767	0.01%	-	0.01%	-	-		NA	74,767
(iv)	Non-Resident Indians		4,167	7,192,368	-	-	7,192,368	0.51%	7,192,368	-	7,192,368	0.51%	-	0.51%	-	-		NA	7,182,928
(v)	Overseas Corporate Bodies		9	18,124	-	-	18,124	0.00%	18,124	-	18,124	0.00%	-	0.00%	-	-		NA	17,244
(vi)	Clearing Members		508	2,879,933	-	-	2,879,933	0.20%	2,879,933	-	2,879,933	0.20%	-	0.20%	-	-		NA	2,879,933
(vii)	Hindu Undivided Families		2,166	511,076	-	-	511,076	0.04%	511,076	-	511,076	0.04%	-	0.04%	-	-		NA	511,076
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)		149,945	558,812,006	-	-	558,812,006	39.62%	558,812,006	-	558,812,006	39.62%	-	39.62%	-	-			558,154,159

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

Note:

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

HCL Technologies Limited

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

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

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

Note:

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

HCL Technologies Limited

POST

Format of holding of specified securities **(Post Scheme of Arrangement)**

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

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

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

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

For HCL TECHNOLOGIES LIMITED
MANISH ANAND
Company Secretary
21/4/2016

HCL Technologies Limited

ANNEXURE - 2B

Table I - Summary Statement holding of specified securities

Category (I)	Category of shareholder (II)	Nos. of shareholders (III)	No. of fully paid up equity shares held (IV)	No. of Partly paid-up equity shares held (V)	No. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII) = (IV)+(V)+ (VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)				No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialized form (XIV)
								No of Voting Rights			Total as a % of (A+B+C)			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	
								Class eg: X	Class eg: Y	Total								
(A)	Promoter & Promoter Group	6	851,569,308	-	-	851,569,308	59.72%	851,569,308	-	851,569,308	59.72%	-	-	-	-	-	-	851,569,308
(B)	Public	176,133	574,452,552	-	-	574,452,552	40.28%	574,452,552	-	574,452,552	40.28%	-	-				NA	558,154,169
(C)	Non Promoter- Non Public	-	-	-	-	-	-	-	-	-	0.00%	-	-	-	-		NA	-
(C1)	Shares underlying DRs	-	-	-	-	-	NA	-	-	-	0.00%	-	-	-	-		NA	-
(C2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	0.00%	-	-	-	-		NA	-
	Total	176,139	1,426,021,860	-	-	1,426,021,860	100.00%	1,426,021,860	-	1,426,021,860	100.00%	-	-	-	-			1,409,723,477

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

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

For HCL TECHNOLOGIES LIMITED

MANISH ANAND
Company Secretary

HCL Technologies Limited

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

	Category & Name of the Shareholders (I)	PAN (II)	No. of shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	Nos. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV+V+VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) as a % of A+B+C2	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered(XIII)		Number of equity shares held in dematerialized form (XIV)
									No of Voting Rights			Total as a % of Total Voting rights			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total shares held (b)	
									Class eg. X	Class e.g. Y	Total								
(1)	Indian																		
(a)	Individuals/Hindu undivided Family		3	788	-	-	788	0.00%	788	-	788	0.00%	-	0.00%	-	-	-	-	788
	Mr. Shiv Nadar	ACPN3308A	1	368	-	-	368	0.00%	368	-	368	0.00%	-	0.00%	-	-	-	-	368
	Ms. Kiran Nadar	ACPPN5724N	1	72	-	-	72	0.00%	72	-	72	0.00%	-	0.00%	-	-	-	-	72
	Ms. Roshni Nadar Malhotra	ABRPN2792L	1	348	-	-	348	0.00%	348	-	348	0.00%	-	0.00%	-	-	-	-	348
(b)	Central Government/ State Government(s)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	-	-	-
(c)	Financial Institutions/ Banks		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	-	-	-
(d)	Any Other (specify)		2	612,470,704	-	-	612,470,704	42.95%	612,470,704	-	612,470,704	42.95%	-	42.95%	-	-	-	-	612,470,704
(i)	Body Corporates																		
	HCL Corporation Pvt. Ltd.	AADCG2803M	1	12,373,680	-	-	12,373,680	0.87%	12,373,680	-	12,373,680	0.87%	-	0.87%	-	-	-	-	12,373,680
	Vama Sundari Investments (Delhi) Pvt. Ltd.	AACCV8937E	1	600,097,024	-	-	600,097,024	42.08%	600,097,024	-	600,097,024	42.08%	-	42.08%	-	-	-	-	600,097,024
	Sub-Total (A)(1)		5	612,471,492	-	-	612,471,492	42.95%	612,471,492	-	612,471,492	42.95%	-	42.95%	-	-	-	-	612,471,492
(2)	Foreign																		
(a)	Individuals (Non-Resident Individuals/ Foreign		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b)	Government		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Institutions		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Foreign Portfolio Investor		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Any Other (specify)		1	239,097,816	-	-	239,097,816	16.77%	239,097,816	-	239,097,816	16.77%	-	16.77%	-	-	-	-	239,097,816
(i)	Bodies Corporate																		
	HCL Holdings Private Ltd.	AABCH7320Q	1	239,097,816	-	-	239,097,816	16.77%	239,097,816	-	239,097,816	16.77%	-	16.77%	-	-	-	-	239,097,816
	Sub-Total (A)(2)		1	239,097,816	-	-	239,097,816	16.77%	239,097,816	-	239,097,816	16.77%	-	16.77%	-	-	-	-	239,097,816
Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)			6	851,569,308	-	-	851,569,308	59.72%	851,569,308	-	851,569,308	59.72%	-	59.72%	-	-	-	-	851,569,308

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

Note:

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

For HCL TECHNOLOGIES LIMITED

MANISH ANAND
Company Secretary

Table III - Statement showing shareholding pattern of the Public shareholder

	Category & Name of the Shareholders (I)	PAN (II)	No. of shareholder (III)	No. of fully paid up equity shares held (IV)	Partly paid-up equity shares held (V)	Nos. of shares underlying Depository Receipts (VI)	Total nos. shares held (VII = IV+V+VI)	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2) (VIII)	Number of Voting Rights held in each class of securities (IX)				No. of Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) as a % of A+B+C2	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of equity shares held in dematerialized form (XIV)
									No of Voting Rights			Total as a % of Total Voting rights			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total shares held (b)	
									Class X	ClassY	Total								
(1)	Institutions																NA		
(a)	Mutual Funds		340	61,425,842	-	-	61,425,842	4.31%	61,425,842	-	61,425,842	4.31%	-	4.31%	-	-	NA		61,423,541
(b)	Venture Capital Funds		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	NA		-
(c)	Alternate Investment Funds		1	6,000	-	-	6,000	0.00%	6,000	-	6,000	0.00%	-	0.00%	-	-	NA		6,000
(d)	Foreign Venture Capital Investors		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	NA		-
(e)	Foreign Portfolio Investors		532	381,163,297	-	-	381,163,297	26.73%	381,163,297	-	381,163,297	26.73%	-	26.73%	-	-	NA		379,833,860
(f)	Financial Institutions/ Banks		34	1,927,094	-	-	1,927,094	0.14%	1,927,094	-	1,927,094	0.14%	-	0.14%	-	-	NA		1,909,373
(g)	Insurance Companies		38	16,888,814	-	-	16,888,814	1.18%	16,888,814	-	16,888,814	1.18%	-	1.18%	-	-	NA		16,872,761
(h)	Provident Funds/ Pension Funds		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	NA		-
(i)	Any Other (specify)																		
(i)	Foreign Banks		3	1,200	-	-	1,200	0.00%	1,200	-	1,200	0.00%	-	0.00%	-	-	NA		1,200
	Sub-Total (B)(1)		1,348	461,412,247	-	-	461,412,247	32.36%	461,412,247	-	461,412,247	32.36%	-	32.36%	-	-	NA		460,146,685
(2)	Central Government/ State Government(s)/ President of India																		
			-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	NA		-
	Sub-Total (B)(2)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	NA		-
(3)	Non-Institutions																		
(a)	i. Individual shareholders holding nominal share capital		184,459	41,986,448	-	-	41,986,448	2.94%	41,986,448	-	41,986,448	2.94%	-	2.94%	-	-	NA		37,266,877
	ii. Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.		29	7,346,808	-	-	7,346,808	0.52%	7,346,808	-	7,346,808	0.52%	-	0.52%	-	-	NA		3,131,430
(b)	NBFCs registered with RBI		16	176,651	-	-	176,651	0.01%	176,651	-	176,651	0.01%	-	0.01%	-	-	NA		176,651
(c)	Employee Trusts		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	NA		-
(d)	Overseas Depositories (holding DR's) (balancing figure)		-	-	-	-	-	0.00%	-	-	-	0.00%	-	0.00%	-	-	NA		-
(e)	Any Other (specify)																		
(i)	Bodies Corporate		1,959	49,788,386	-	-	49,788,386	3.49%	49,788,386	-	49,788,386	3.49%	-	3.49%	-	-	NA		44,410,958
(ii)	Trusts		41	2,356,518	-	-	2,356,518	0.17%	2,356,518	-	2,356,518	0.17%	-	0.17%	-	-	NA		2,356,820
(iii)	Foreign Nationals		12	74,767	-	-	74,767	0.01%	74,767	-	74,767	0.01%	-	0.01%	-	-	NA		74,767
(iv)	Non-Resident Indians		4,575	7,406,527	-	-	7,406,527	0.52%	7,406,527	-	7,406,527	0.52%	-	0.52%	-	-	NA		7,182,928
(v)	Overseas Corporate Bodies		9	18,124	-	-	18,124	0.00%	18,124	-	18,124	0.00%	-	0.00%	-	-	NA		17,244
(vi)	Clearing Members		836	3,055,724	-	-	3,055,724	0.21%	3,055,724	-	3,055,724	0.21%	-	0.21%	-	-	NA		2,879,933
(vii)	Hindu Undivided Families		2,896	830,352	-	-	830,352	0.06%	830,352	-	830,352	0.06%	-	0.06%	-	-	NA		811,076
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)		176,133	574,452,552	-	-	574,452,552	40.28%	574,452,552	-	574,452,552	40.28%	-	40.28%	-	-			556,164,169

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

Note:

1). ESOPs granted by Geometric Limited to its employees under its ESOP schemes will result in issuance of 22,23,932 shares of Geometric Ltd. Against this the equivalent shares that will be issued by HCL Technologies Limited have been included in the shareholding of Individual Shareholders at 3(a)(i) above.

2) The Post Shareholding pattern may undergo changes subject to (a) the trading of shares by the shareholders of HCL Technologies Limited and Geometric Limited (b) issuance of shares by HCL Technologies Limited under its ESOP Plan.

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

4) The above format needs to be disclosed along with the name of following persons:
Institutions/Non Institutions holding more than 1% of total number of shares.

5) Wrt. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian.

For HCL TECHNOLOGIES LIMITED

MANISH ANAND
Company Secretary

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

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

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

Note:

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

For HCL TECHNOLOGIES LIMITED

MANISH ANAND
Company Secretary
21/4/2016

HCL Technologies Limited

ANNEXURE 3 - Pre-Scheme Shareholding Pattern of the Demerged Company

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

GEOMETRIC LIMITED MUMBAI - 400 079

Table I - Summary Statement holding of specified securities

Category	Category of Shareholder	Nos. of Shareholders	Nos. of fully paid up equity shares held	Nos. of partly paid up equity shares held	Nos. of shares underlying Depository Receipts	Total Nos. Shares held	Shareholding as a% of total no of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities				Nos. of shares underlying Outstanding Convertible securities (including warrants)	Shareholding as a % assuming full conversion of convertible securities (as a prcentage of diluted share capital)	Number of Locked in shares		Number of shares pledged or otherwise encumbered		Number of Equity shares held in dematerialized form
								No of Voting Rights			Total as a % of Total Voting rights			No	As a % of total Shares held	No	As a % of total Shares held	
								Class eg: X	Class eg:Y	Total								
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)=(iv)+(v)+(vi)	(viii) as a % of (A+B+C2)	(ix)				(x)	(xi)=(vii)+(x) as a % of (A+B+C2)	(xii)		(xiii)		(xiv)
(A)	Promoter & Promoter Group	7	24,518,933	-	-	24,518,933	37.70	24,518,933	-	24,518,933	3770	-	-	-	-	-	-	24,518,933
(B)	Public	26181	40,511,481	-	-	40,511,481	62.30	40,511,481	-	40,511,481	6230	-	-	-	-	-	-	40,116,911
(C)	Non Promoter-Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	NA	NA	-
(C1)	Shares underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	NA	NA	-
(C2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	NA	NA	-
	Total	26,188	65,030,414	-	-	65,030,414	100.00	65,030,414	-	65,030,414	100	-	-	-	-	-	-	64,635,844

GEOMETRIC LIMITED MUMBAI - 400 079

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

	Category & Name of the Shareholders	PAN	No. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding Convertible securities (Including	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form
									No of Voting Rights			Total as a % of Total Voting rights			No.	As a % of total Shares held	No.	As a % of total Shares held	
									Class X	ClassY	Total								
	(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	% (A+B+C2) VIII	(IX)				(X)	(XI)= (VII)+(X) As a % of (A+B+C2)	(XII)		(XIII)		(XIV)
1	Indian																		
(a)	Individuals/Hindu undivided Family		3	4,364,925	-	-	4,364,925	6.71	4,364,925	-	4,364,925	6.7121	-	6.7121	-	-	-	-	4,364,925
	Manu M Parpia	AACPP8377R	1	4,091,425	-	-	4,091,425	6.29	4091425	-	4091425	6.2916	-	6.2916	-	-	-	-	4,091,425
	Lynn M Parpia	AAJPP1164B	1	239,250	-	-	239,250	0.37	239250	-	239250	0.3679	-	0.3679	-	-	-	-	239,250
	Alia Hermione Manu Parpia	AICPP5443J	1	34,250	-	-	34,250	0.05	34250	-	34250	0.0527	-	0.0527	-	-	-	-	34,250
(b)	Central Government/ State Government(s)		-	-	-	-	-	-	0	-	0	0.0000	-	0.0000	-	-	-	-	-
(c)	Financial Institutions/ Banks		-	-	-	-	-	-	0	-	0	0.0000	-	0.0000	-	-	-	-	-
(d)	Any Other(specify)		4	20,154,008	-	-	20,154,008	30.99	20154008	-	20154008	30.9917	-	30.9917	-	-	-	-	20,154,008
	Bodies Corporate		4	20,154,008	-	-	20,154,008	30.99	20154008	-	20154008	30.9917	-	30.9917	-	-	-	-	20,154,008
	Godrej And Boyce Mfg Co Ltd	AAACG1395D	3	12,175,000	-	-	12,175,000	18.72	12175000	-	12175000	18.7220	-	18.7220	-	-	-	-	12,175,000
	Godrej Investments Pvt Ltd	AAACG1391H	1	7,979,008	-	-	7,979,008	12.27	7979008	-	7979008	12.2697	-	12.2697	-	-	-	-	7,979,008
	Sub-Total (A)(1)		7	24,518,933	-	-	24,518,933	37.70	24518933	-	24518933	37.7038	-	37.7038	-	-	-	-	24,518,933
2	Foreign						-	-											
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(b)	Government		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Institutions		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Foreign Portfolio Investor		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Any Other (specify)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Sub-Total (A)(2)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)		7	24,518,933	-	-	24,518,933	38	24,518,933	-	24,518,933.00	37.70	-	37.70	-	-	-	-	24,518,933

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

GEOMETRIC LIMITED MUMBAI - 400 013

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

No. of shareholders	No. of Shares held
NA	-



Table III - Statement showing shareholding pattern of the Public shareholder

	Category & Name of the Shareholders	PAN	Nos. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts (vi)	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding Convertible securities (including Warrants)	Total shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form
									No of Voting Rights			Total as a % of Total Voting rights			No.	As a % of total Shares held	No	As a % of total shares held (Not applicable)	
									Class X	Class Y	Total				(a)	(b)	(a)	(b)	
	(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)= IV+V+VI	% (A+B+C2) (VIII)	(IX)				(X)	(XI)	(XII)		(XIII)		(XIV)
1	Institutions																		
(a)	Mutual Funds/		1	587	-	-	587	0.001	587	-	587	0.001	-	-	-	-	-	-	587
(b)	Venture Capital Funds		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Alternate Investment Funds		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Foreign Venture Capital Investors		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Foreign Portfolio Investors		33	5283141	-	-	5,283,141	8.12	5,283,141	-	5,283,141	8.1241	-	-	-	-	-	-	5,283,141
	Mercer Qif Fund Plc - Mercer Investment Fund 1 - Firth Investment Management Pte Ltd	AAJCM5945N		681,543			681,543	1.05	681,543	-	681,543	1.0480	-	-	-	-	-	-	681,543
(f)	Financial Institutions/ Banks		3	72,994	-	-	72,994	0.11	72,994	-	72,994	0.1122	-	-	-	-	-	-	69,026
(g)	Insurance Companies		1	69,026	-	-	69,026	0.11	69,026	-	69,026	0.1061	-	-	-	-	-	-	-
(h)	Provident Funds/ Pension Funds		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(i)	Any Other (specify)				-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,425,748
	Sub-Total (B)(1)		38	5,425,748	-	-	5,425,748	9.39	5,425,748	-	5,425,748	8.3434	-	-	-	-	-	-	
2	Central Government/ State Government(s)/ President of India						-	-	-	-	-	-						-	
	Sub-Total (B)(2)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3	Non-institutions						-	-	-	-	-	-						-	
(a)	Individual		24,161	28,861,334	-	-	28,861,334	44.38	28,861,334	-	28,861,334	44.38	-	-	-	-	-	-	28,473,014
	i. Individuals-individual shareholders holding nominal share capital up to Rs .2 Lakhs		24,149	14,826,633	-	-	14,826,633	22.80	14,826,633	-	14,826,633	22.80	-	-	-	-	-	-	14,438,313
	ii. Individual shareholders holding nominal share capital in excess of Rs .2 Lakhs		12	14,034,701	-	-	14,034,701	21.58	14,034,701	-	14,034,701	21.58	-	-	-	-	-	-	14,034,701
	Jhunjhunwala Rakesh Radheshyam	ACPPJ9449M		8,261,250	-	-	8,261,250	12.70	8,261,250	-	8,261,250	12.70	-	-	-	-	-	-	8,261,250
	Jhunjhunwala Rekha Rakesh	AAEPJ1191B		990,000	-	-	990,000	1.52	990,000	-	990,000	1.52	-	-	-	-	-	-	990,000
	Rakesh Radheshyam Jhunjhunwala	AAEPR8176J		3,000,000	-	-	3,000,000	4.61	3,000,000	-	3,000,000	4.61	-	-	-	-	-	-	3,000,000
(b)	NBFCs registered with RBI		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(c)	Employee Trusts		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(d)	Overseas Depositories (holding DRs)(balancing figure)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(e)	Any Other (specify)		1,382	6,224,399	-	-	6,224,399	9.57	6,224,399	-	6,224,399	9.57	-	-	-	-	-	-	6,218,149
	Trusts		1	3,000	-	-	3,000	0.00	3,000	-	3,000	0.00	-	-	-	-	-	-	3,000
	Hindu Undivided Family		670	1,372,886	-	-	1,372,886	2.11	1,372,886	-	1,372,886	2.11	-	-	-	-	-	-	1,372,886
	Non Resident Indians (Non Repat)		154	338,755	-	-	338,755	0.52	338,755	-	338,755	0.52	-	-	-	-	-	-	338,755

GEOMETRIC LIMITED MUMBAI - 400 079

	Category & Name of the Shareholders	PAN	Nos. of shareholder	No. of fuly paid up equityshares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts (vi)	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding Convertible securities (including Warrants)	Total shareholding , as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialised form
									No of Voting Rights			Total as a % of Total Voting rights			No.	As a % of total Shares held	No	As a % of total shares held (Not applicable)	
									Class X	Class Y	Total				(a)	(b)	(a)	(b)	
	(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)= (IV)+(V)+ (VI)	% (A+B+C2) (VIII)	(IX)				(X)	(XI)	(XII)		(XIII)		(XIV)
	Non Resident Indians (Repat)		114	582,128	-	-	582,128	0.90	582,128	-	582,128	0.90	-	-	-	-	-	-	582,128
	Clearing Member		130	755,903	-	-	755,903	1.16	755,903	-	755,903	1.16	-	-	-	-	-	-	755,903
	Bodies Corporate		508	2,846,727	-	-	2,846,727	4.38	2,846,727	-	2,846,727	4.38	-	-	-	-	-	-	2,840,477
	Directors		5	325,000	-	-	325,000	0.50	325,000	-	325,000	0.50	-	-	-	-	-	-	325,000
	Sub Total (B)(3)		26,143	35,085,733	-	-	35,085,733	53.95	35,085,733	-	35,085,733	53.95	-	-	-	-	-	-	34,691,143
	[redacted]		[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

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

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

Note

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

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

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

GEOMETRIC LIMITED
MUMBAI - 400 079

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

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



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

No. of shareholders	No. of Shares
NA	-

GEOMETRIC LIMITED
MUMBAI - 400 079

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

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

Note

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

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

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

OMETRIC LIMITED MUMBAI - 400 079

ANNEXURE 4 - Pre and Post Scheme Shareholding Pattern of the Transferee Company

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

Table I - Summary Statement holding of specified securities

Category	Category of Shareholder	Nos. of Shareholders	Nos. of fully paid up equity shares held	Nos. of partly paid up equity shares held	Nos. of shares underlying Depository Receipts	Total Nos. Shares held	Shareholding as a% of total no of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities					Nos. of shares underlying Outstanding Convertible securities (including warrants)	Shareholding as a % assuming full conversion of convertible securities (as a proentage of diluted share capital)	Number of Locked in shares		Number of shares pledged or otherwise encumbered		Number of Equity shares held in dematerialized form
								No of Voting Rights				Total as a % of Total Voting rights			No	As a % of total Shares held	No	As a % of total Shares held	
								Equity - Regular	Class A	Class B	Total								
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)=(IV)+(V)+(VI)	(VII) as a % of (A+B+C2)	(IX)					(X)	(XI)=(VII)+(X) as a % of (A+B+C2)	(XII)		(XIII)		(XIV)
(A)	Promoter & Promoter Group	9	1552200	-	-	1,552,200	100.00	1,391,989	87,246	72,965	1,552,200	100	-	-	-	-	-	-	0
(B)	Public																		
(C)	Non Promoter-Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C1)	Shares underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total	9	1,552,200	-	-	1,552,200	100.00	1,391,989	87,246	72,965	1,552,200	100	-	-	-	-	-	-	-

GEOMETRIC LIMITED
MUMBAI - 400 079

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

	Category & Name of the Shareholders	PAN	No. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities					No. of Shares Underlying Outstanding Convertible securities (including	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form
									No of Voting Right:				Total as a % of Total Voting rights			No.	As a % of total Shares held	No.	As a % of total Shares held	
									Equity - Regular	Class A	Class B	Total				(a)	(b)	(a)	(b)	
	(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	% (A+B+C2) VIII	(IX)					(X)	(XI)= (VII)+(X) As a % of (A+B+C2)	(XII)		(XIII)		(XIV)
1	Indian																			
(a)	Individuals/Hindu undivided Family		6	6	-	-	6	0.00	6			6	0.0004	-		-	-	-	-	-
	Geometric Ltd. Jointly with Shashank Patkar		1	1	-	-	1	0.00	1			1	0.0001							
	Geometric Ltd. Jointly with Sudarshan Mogasale		1	1	-	-	1	0.00	1			1	0.0001							
	Geometric Ltd. Jointly with Pallavi Pathak		1	1	-	-	1	0.00	1			1	0.0001							
	Geometric Ltd. Jointly with Uttam Gujrati		1	1	-	-	1	0.00	1			1	0.0001							
	Geometric Ltd. Jointly with Mumtaz Khan		1	1	-	-	1	0.00	1			1	0.0001							
	Geometric Ltd. Jointly with Shilpa Jadhav		1	1	-	-	1	0.00	1			1	0.0001							
(b)	Central Government/ State Government(s)		-	-	-	-	-	-	0		-	0	0.0000	-		-	-	-	-	-
(c)	Financial Institutions/ Banks		-	-	-	-	-	-	0		-	0	0.0000	-		-	-	-	-	-
(d)	Any Other(specify)																			
	Bodies Corporate		1	900,194	-	-	900,194	57.9947	900194	0	-	900194	57.99	-		-	-	-	-	-
	Geometric Limited		1	900,194	-	-	900,194	57.99	900194		-	900194	57.99	-		-	-	-	-	-
	Sub-Total (A)(1)		7	900,200	-	-	900,200	57.99	900200	0	0	900200	57.99	-		-	-	-	-	-
2	Foreign						-	-												
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
(b)	Government		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
(c)	Institutions		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
(d)	Foreign Portfolio Investor		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
(e)	Any Other (specify)		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
	Foreign promoter shareholders		2	652,000	-	-	652,000	42.00	491799	87246	72,965	652000	42.00	-		-	-	-	-	-
	Dassault Systemes		1	385,800			385,800	24.86	385,800			385,800	24.86							
	Dassault Systemes Americas, Corp		1	266,200			266,200	17.15	105,999	87,246	72,965	266,200	17.15							
	Sub-Total (A)(2)		2	652,000	-	-	652,000	42.00	491,799	87,246	72,965	652,000	42.00	-	-	-	-	-	-	-
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)		9	1,552,200	-	-	1,552,200	100	1,392,799	87,246.00	72,965.00	1,552,200.00	100.00	-	-	-	-	-	-	-

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

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

No. of shareholders	No. of Shares held
NA	-



Table III - Statement showing shareholding pattern of the Public shareholder

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

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

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

Note

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

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

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

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

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

GEOMETRIC LIMITED MUMBAI - 400 079

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

No. of shareholders	No. of Shares
NA	-

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

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

Note

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

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

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

GEOMETRIC LIMITED MUMBAI - 400 079

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

GEOMETRIC LIMITED MUMBAI - 400 079

ANNEXURE - 4B

Table I - Summary Statement holding of specified securities

Category	Category of Shareholder	Nos. of Shareholders	Nos. of fully paid up equity shares held	Nos. of partly paid up equity shares held	Nos. of shares underlying Depository Receipts	Total Nos. Shares held	Shareholding as a% of total no of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities					Nos. of shares underlying Outstanding Convertible securities (including warrants)	Shareholding as a % assuming full conversion of convertible securities (as a procentage of diluted share capital)	Number of Locked in shares		Number of shares pledged or otherwise encumbered		Number of Equity shares held in dematerialized form
								No of Voting Rights				Total as a % of Total Voting rights			No	As a % of total Shares held	No	As a % of total Shares held	
								Equity - Regular	Class A	Class B	Total								
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)=(IV)+(V)+(VI)	(VIII) as a % of (A+B+C2)	(IX)					(X)	(XI)=(VII)+(X) as a % of (A+B+C2)	(XII)		(XIII)		(XIV)
(A)	Promoter & Promoter Group	2	652,000	-	-	652,000	100.00	491,789	87,246	72,965	652,000	100.00	-	-	-	-	-	-	0
(B)	Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C)	Non Promoter-Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C1)	Shares underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total	2	652,000	-	-	652,000	100.00	491,789	87,246	72,965	652,000	100	-	-	-	-	-	-	-

Note:

(a) the equity shares of 3DPLM Software Solutions Limited will remain unlisted after effectiveness of the scheme,

(b) the redeemable preference shares issued by 3DPLM Software Solutions Limited to the equity shareholders of Geometric Limited will be listed,

(c) the redeemable preference shares will be allotted in the ratio of 1 redeemable preference share for every 1 equity share of Geometric Limited, and

(d) assuming there is no change to the shareholding pattern of Geometric Limited between the date of filing the application and the effectiveness of the scheme, the shareholding pattern of redeemable preference shares post effectiveness of the scheme shall be same as the shareholding pattern of equity shares of Geometric Limited prior to effectiveness of the composite scheme, as disclosed in Annexure K.

GEOMETRIC LIMITED MUMBAI - 400 079

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

	Category & Name of the Shareholders	PAN	No. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities					No. of Shares Underlying Outstanding Convertible securities (including	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form
									No of Voting Rights				Total as a % of Total Voting rights			No.	As a % of total Shares held	No.	As a % of total Shares held	
									Equity - Regular	Class A	Class B	Total				(a)	(b)	(a)	(b)	
	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	% (A+B+C2) Viii	(ix)					(x)	(xi)= (vii)+(x) As a % of (A+B+C2)	(xii)		(xiii)		(xiv)
1	Indian					-														
(a)	Individuals/Hindu undivided Family				-	-	-	-			-			-		-	-	-	-	-
(b)	Central Government/ State Government(s)		-	-	-	-	-	-	0		-					-	-	-	-	-
(c)	Financial Institutions/ Banks		-	-	-	-	-	-	0		-					-	-	-	-	-
(d)	Any Other(specify)																			
2	Foreign					-	-													
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
(b)	Government		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
(c)	Institutions		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
(d)	Foreign Portfolio Investor		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
(e)	Any Other (specify)		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
	Foreign promoter shareholders		2	652,000	-	-	652,000	100	491789	87246	72,965	652000	100	-		-	-	-	-	-
	Dassault Systemes		1	385,800	-	-	385,800	59	385800		-	385800	59	-		-	-	-	-	-
	Dassault Systemes Americas, Corp		1	266,200	-	-	266,200	41	105,989	87246	72965	266,200	41	-		-	-	-	-	-
	Sub-Total (A)(1)		2	652,000	-	-	652,000	100	491789	87246	72965	652000	100	-		-	-	-	-	-
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)			652,000	-	-	652,000	100	491,789	87,246	72,965	652,000	100	-	-	-	-	-	-	-

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

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

No. of shareholders	No. of Shares held
NA	-



Table III - Statement showing shareholding pattern of the Public shareholder

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

GEOMETRIC LIMITED
MUMBAI - 400 079

	Category & Name of the Shareholders	PAN	Nos. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository receipts (vi)	Total nos. shares held	Shareholding % calculated as per SCRR, 1957 As a % of (A+B+C2)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding Convertible securities (including Warrants)	Total shareholding , as a% assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise		Number of equity shares held in dematerialized form
									No of Voting Rights			Total as a % of Total Voting rights			No.	As a % of total Shares held	No	As a % of total shares held (Not applicable)	
									Class X	Class Y	Total				(a)	(b)	(a)	(b)	
	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)= iv+v+vi	% (A+B+C2) (viii)	(ix)				(x)	(xi)	(xii)		(xiii)		(xiv)
	Non Resident Indians (Repat)				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Clearing Member				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Bodies Corporate				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Directors				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Sub Total (B)(3)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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

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

Note:

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

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

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

GEOMETRIC LIMITED
MUMBAI - 400 079

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

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



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

No. of shareholders	No. of Shares
NA	-

GEOMETRIC LIMITED
MUMBAI - 400 079

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

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

Note

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

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

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

GEOMETRIC LIMITED MUMBAI - 400 079

IN THE HIGH COURT OF DELHI
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY APPLICATION (M) NO. 100 of 2016
AND
COMPANY APPLICATION NO. 2947 of 2016

In the matter of the Companies Act, 1956 or any re-enactment thereof;

And

In the matter of Application under Sections 391 to 394 or any amendments to or re-enactment thereof;

And

In the matter of HCL Technologies Limited (Corporate Identity Number: 74140DL1991PLC046369), a company, incorporated under the Companies Act, 1956, having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi - 110019;

…Applicant Company / Transferee No. 1 Company

And

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

…Applicant Company / Transferee No. 1 Company

FORM OF PROXY

I/We, the undersigned, as the Unsecured Creditor of HCL Technologies Limited (the above named Applicant Company) do hereby appoint Shri/Smt/Ms _____ of _____ and failing him/her Shri/Smt/Ms _____ _____ of _____as my/our Proxy, to act for me/us at the meeting of the Unsecured Creditors of the Company to be held on Tuesday, October 4, 2016 at Sri Sathya Sai Auditorium, Bhishma Pitamah Marg, Lodhi Road, New Delhi-110003 at 3.00 p.m. for the purpose of considering, and if thought fit, to approve, with or without modification(s), the proposed composite Scheme of Arrangement and Amalgamation amongst the Applicant Company, Geometric Limited, 3D PLM Software Solutions Limited (**"Transferee No. 2 Company"**) and their respective shareholders and creditors (the **"Scheme"**) at such meeting and any adjournment/adjournments thereof to vote, for me/us and in my/our name *(here, "if for" insert "for", "if against", insert "against", and in the latter case, strike out the words below either with or without modification(s) after the word "Arrangement") the said Scheme of Arrangement either with or without modification(s) as my/our proxy may approve.

Signatures of proxy

* (Strike out what is not necessary)

Dated this _____day of_____2016

Name: _____

Address:_____

Revenue Stamp of Re. 1 to be affixed

Signatures of Unecured Creditor(s) across the stamp

Notes:

1. An unsecured creditor entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of himself and such proxy need not be an unsecured creditor of the Applicant Company.

2. The form of proxy must be deposited at the registered office of the Company at 806, Siddharth, 96, Nehru Place, New Delhi-110019 not less than 48 (Forty Eight) hours prior to the commencement of the aforesaid meeting. All alterations made in the form of proxy should be initialed.

3. In case multiple proxies are received not less than 48 (forty eight) hours before the time of holding the aforesaid meeting, the proxy later in time shall be accepted.

4. Also, a person who is a minor cannot be appointed as proxy.

HCL TECHNOLOGIES LIMITED

Corporate Identity Number: L74140DL1991PLC046369
Registered Office: 806, Siddharth, 96, Nehru Place, New Delhi-110019
Website: www.hcltech.com E-mail: investors@hcl.com
Tel: +91 11 26444812; Fax: +91 11 26436336

Court Convened Meeting of the Unsecured Creditors of HCL Technologies Limited

ATTENDANCE SLIP

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

I hereby record my presence at the meeting of the Unsecured Creditors convened under the directions of Hon'ble High Court of Delhi at New Delhi, vide orders dated August 3, 2016 as modified by order dated August 11, 2016, passed in Company Application (M) No. 100 of 2016 held on Tuesday, October 4, 2016 at Shri Satya Sai Auditorium, Bhishma Pitamah Marg, Lodhi Road, New Delhi-110003 at 3.00 p.m.

Name and Address of the Unsecured Creditor : _____

_____

_____

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

Name of the proxy holder/
Authorised representative : _____

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

Signature: _____

Place:
Date :

Important:

1. Unsecured creditors, proxy holder or the authorized representative attending this meeting must bring this attendance slip to the meeting and hand over at the entrance duly filled and signed.
2. Unsecured creditors, proxy holder or the authorized representative are requested to bring their copy of notice for reference at the meeting.
3. Unsecured creditors are requested to hand over the enclosed attendance slip, duly signed in accordance with their specimen signature(s) registered with the Applicant Company for admission to the meeting hall.
4. The authorized representative of a body corporate which is an unsecured creditor of the Applicant Company is requested to bring (i) a certified true copy of the resolution of the board of directors or other governing body of the body corporate authorizing such representative to attend and vote at the said meeting, and (ii) valid proof of identity at the meeting.

THE FINANCIAL EXPRESS

NEW DELHI | MONDAY | SEPTEMBER 12 | 2016

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL COMPANY JURISDICTION)
COMPANY APPLICATION (M) NO. 100 OF 2016
AND
COMPANY APPLICATION NO. 2947 OF 2016

IN THE MATTER OF:

The Companies Act, 1956 and the Companies Act, 2013

IN THE MATTER OF:

Sections 391 to 394 read with other applicable provisions of the Companies Act, 1956 and the corresponding provisions of the Companies Act, 2013

AND

IN THE MATTER OF SCHEME OF ARRANGEMENT AND AMALGAMATION:

BETWEEN

HCL Technologies Limited
A company incorporated under
the Companies Act, 1956 and having
its registered office at:
806, Siddharth, 96, Nehru Place,
New Delhi-110019

...Transferee No. 1 Company/ Applicant Company

AND

Geometric Limited
A company incorporated under
the Companies Act, 1956 and having
its registered office at:
Plant 11, 3rd Floor,
Pirojshanagar, Vikhroli (West),
Mumbai-400079

...Demerged Company/ Transferor Company/ Non-Applicant Company

AND

3D PLM Software Solutions Limited
A company incorporated under
the Companies Act, 1956 and having
its registered office at: Plant 11, 3rd Floor,
Pirojshanagar, Vikhroli (West),
Mumbai-400079

...Transferee No. 2 Company/ Non-Applicant Company

And their respective Shareholders and Creditors

NOTICE CONVENING MEETING OF EQUITY SHAREHOLDERS OF APPLICANT COMPANY

Notice is hereby given that by an order dated the 3rd of August, 2016 as modified by an order dated 11th of August, 2016 (**"Order"**) the Hon'ble High Court of Delhi at New Delhi (**"Court"**) has directed a meeting to be held of the equity shareholders of the Transferee No. 1 Company/ Applicant Company for the purpose of considering, and if thought fit, approving with or without modification(s), the composite scheme of arrangement and amalgamation proposed to be made between HCL Technologies Limited, Geometric Limited, 3D PLM Software Solutions Limited and their respective shareholders and creditors (**"Scheme"**).

In pursuance of the said Order and as directed therein, further notice is hereby given that a meeting of the equity shareholders of the Transferee No. 1 Company/ Applicant Company will be held at Shri Satya Sai Auditorium, Bhishma Pitamah Marg, Lodhi Road, New Delhi-110003 on Tuesday the 4th day of October 2016 at 10.00 a.m. at which time and place the said equity shareholders are requested to attend the court convened meeting.

The notice along with the copy of the Scheme, the explanatory statement, proxy form, attendance slip and other relevant documents in this regard is being separately sent to all the Equity Shareholders of the Applicant Company in terms of the Order of the High Court.

Copies of the said Scheme, the statement under Section 393 of the Companies Act, 1956 and forms of proxy can be had free of charge at the registered office of the Applicant Company and can also be downloaded from the website of the Applicant Company (www.hcltech.com).

Persons entitled to attend and vote at the said meeting, may vote in person or by proxy or by authorised representative, provided that all proxies in the prescribed form are deposited at the registered office of the Applicant Company at 806, Siddharth, 96, Nehru Place, New Delhi-110019 not later than 48 hours before the said meeting. Proxies submitted on behalf of and authorised representatives attending on behalf of companies and other body corporate, societies, trust etc. must be supported by an appropriate resolution, as applicable and valid proof of identity as applicable.

The Court has appointed Mr. Rajat Wadhwa, Advocate, and failing him, Mr. Ranjit Singh Sahni, Advocate, as chairman of the said meeting. The Scheme, if approved by the meeting, will be subject to the subsequent approval of the Court.

Dated this 24th day of August 2016.
Place: New Delhi

Sd/-
Mr. Rajat Wadhwa
Chairman appointed for the meeting of the equity shareholders of HCL Technologies Limited

नवभारत टाइम्स

2

नई दिल्ली › सोमवार, 12 सितंबर 2016 ›

दिल्ली उच्च न्यायालय दिल्ली
(मूल कम्पनी न्यायक्षेत्र)
कम्पनी आवेदन (एम) सं. १००/२०१६
और
कम्पनी आवेदन सं. २९४७/२०१६

मामला :
कम्पनी अधिनियम, १९५६ और कम्पनी अधिनियम, २०१३

मामला :
कम्पनी अधिनियम, १९५६ की धाराएं ३९१ से ३९४ और साथ पठित लागू अन्य प्रावधान और कम्पनी अधिनियम, २०१३ के संबद्ध प्रावधान
और
व्यवस्था एवं विलयन योजना का मामला :

निम्नलिखित पक्षों के बीच

एचसीएल टेक्नोलॉजीज़ लिमिटेड
कम्पनी अधिनियम, १९५६ के तहत निगमित कम्पनी
जिसका पंजीकृत कार्यालय:
८०६, सिद्धार्थ, ९६, नेहरू प्लेस,
नई दिल्ली-११००१९ में है। **...ट्रांस्फरी नं. १ कम्पनी/ आवेदक कम्पनी**

और

ज्योमैट्रिक लिमिटेड
कम्पनी अधिनियम, १९५६ के तहत
निगमित कम्पनी जिसका पंजीकृत कार्यालय:
प्लांट ११, तल ३, पिरोजशाहनगर, विखोली (वेस्ट),
मुंबई-४०००७९ में है। **...डीमर्ज्ड कम्पनी/ ट्रांस्फरर कम्पनी/ गैर-आवेदक कम्पनी**

और

३ डी पीएलएम सॉफ्टवेयर सॉल्यूशंस लिमिटेड,
कम्पनी अधिनियम, १९५६ के तहत निगमित कम्पनी
जिसका पंजीकृत कार्यालय 'प्लांट ११, तल ३
पिरोजशाहनगर, विखोली (वेस्ट),
मुंबई-४०००७९ में है। **...ट्रांस्फरी नं. २ कम्पनी/ गैर-आवेदक कम्पनी**

और उनके संबद्ध शेयरधारक और क्रेडिटर

आवेदक कम्पनी के इक्वीटी शेयरधारकों की बैठक आहूत करने की सूचना

एतद्द्वारा सूचित किया जाता है कि माननीय दिल्ली उच्च न्यायालय, नई दिल्ली (**"न्यायालय"**) ने ०३ अगस्त २०१६ के एक आदेश और ११ अगस्त २०१६ के इसके संशोधित आदेश (**"आदेश"**) के तहत ट्रांस्फरी नं. १ कम्पनी/आवेदक कम्पनी के इक्वीटी शेयरधारकों की एक बैठक आयोजित करने का निर्देश है, जिसका उद्देश्य एचसीएल टेक्नोलॉजीज़ लिमिटेड, ज्योमैट्रिक लिमिटेड, ३ डी पीएलएम सॉफ्टवेयर सॉल्यूशंस लिमिटेड और उनके संबद्ध शेयरधारकों और क्रेडिटरों के बीच एक समेकित व्यवस्था एवं विलयन की योजना (**"योजना"**) पर विचार करना और यदि उचित लगे तो बिना किसी संशोधन या संशोधन के साथ स्वीकृत करना है।

कथित आदेश एवं इसके निर्देशों के अनुसार यह सूचित किया जाता है कि ट्रांस्फरी नं. १ कम्पनी/ आवेदक कम्पनी के इक्वीटी शेयरधारकों की बैठक श्री सत्य साई ऑडिटोरियम, भीष्म पितामह मार्ग, लोदी रोड, नई दिल्ली-११०००३ में मंगलवार, ४ अक्तूबर, २०१६ को सुबह १०.०० बजे आयोजित की जाएगी। कथित इक्वीटी शेयरधारकों से आग्रह है कि न्यायालय के आदेश से बुलाई गई बैठक में उल्लिखित तिथि एवं समय पर उपस्थिति दर्ज करें।

उच्च न्यायालय के आदेशानुसार आवेदक कम्पनी के सभी इक्वीटी शेयरधारकों को इस सूचना के साथ योजना की कॉपी, व्याख्यात्मक विवरण, प्रॉक्सी फार्म, उपस्थिति पर्ची और इस संदर्भ में आवश्यक अन्य दस्तावेज़ अलग से भेजे जा रहे हैं।

योजना की कॉपी, कम्पनी अधिनियम, १९५६ की धारा ३९३ के तहत व्याख्यात्मक विवरण एवं प्रतिनिधि प्रपत्र आवेदक कम्पनी के पंजीकृत कार्यालय से नि:शुल्क प्राप्त कर सकते हैं और आवेदक कम्पनी की वेबसाइट (www.hcltech.com) से डाउनलोड भी किये जा सकते हैं।

संबंधित बैठक में भाग लेने और मतदान करने के अधिकारी, खुद या प्रॉक्सी या अधिकृत प्रतिनिधि के माध्यम से मतदान कर सकते हैं, बशर्ते सभी प्रतिनिधि प्रपत्र निर्धारित प्रारूप में कथित बैठक के आरंभ से कम से कम ४८ घंटे पहले आवेदक कम्पनी के पंजीकृत कार्यालय : ८०६, सिद्धार्थ, ९६, नेहरू प्लेस, नई दिल्ली-११००१९ में अवश्य जमा हो जाएं। कम्पनियों, अन्य कॉर्पोरेट निकायों, सोसायटी, ट्रस्ट आदि की ओर से प्रस्तुत प्रॉक्सी और अधिकृत प्रतिनिधि के समर्थन में मान्य समुचित प्रस्ताव और मान्य पहचान पत्र, जो लागू हो, होना आवश्यक है।

माननीय न्यायालय ने श्री रजत वाधवा, अधिवक्ता को इस बैठक का अध्यक्ष नियुक्त किया है और इनके उपलब्ध नहीं रहने पर श्री रंजीत सिंह सूहनी, अधिवक्ता अध्यक्ष होंगे। कथित बैठक में योजना की स्वीकृति, यदि होती है, के बाद माननीय उच्च न्यायालय की स्वीकृति आवश्यक होगी।

तिथि : २४ अगस्त २०१६
स्थान : नई दिल्ली

हस्ता/-
श्री रजत वाधवा
एचसीएल टेक्नोलॉजीज़ लिमिटेड के अनसिक्योर्ड क्रेडिटर्स की बैठक के लिए नियुक्त अध्यक्ष

THE FINANCIAL EXPRESS

NEW DELHI | MONDAY | SEPTEMBER 12 | 2016

5

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL COMPANY JURISDICTION)
COMPANY APPLICATION (M) NO. 100 OF 2016
AND
COMPANY APPLICATION NO. 2947 OF 2016

IN THE MATTER OF:

The Companies Act, 1956 and the Companies Act, 2013

IN THE MATTER OF:

Sections 391 to 394 read with other applicable provisions of the Companies Act, 1956 and the corresponding provisions of the Companies Act, 2013

AND

IN THE MATTER OF SCHEME OF ARRANGEMENT AND AMALGAMATION:

BETWEEN

HCL Technologies Limited
A company incorporated under
the Companies Act, 1956 and having
its registered office at:
806, Siddharth, 96, Nehru Place,
New Delhi-110019 **...Transferee No. 1 Company/ Applicant Company**

AND

Geometric Limited
A company incorporated under
the Companies Act, 1956 and having
its registered office at:
Plant 11, 3rd Floor,
Pirojshanagar, Vikhroli (West),
Mumbai-400079 **...Demerged Company/ Transferor Company/ Non-Applicant Company**

AND

3D PLM Software Solutions Limited
A company incorporated under
the Companies Act, 1956 and having
its registered office at: Plant 11, 3rd Floor,
Pirojshanagar, Vikhroli (West),
Mumbai-400079 **...Transferee No. 2 Company/ Non-Applicant Company**

And their respective Shareholders and Creditors

NOTICE CONVENING MEETING OF UNSECURED CREDITORS OF APPLICANT COMPANY

Notice is hereby given that by an order dated 3rd of August, 2016 as modified by order dated 11th of August, 2016 (together, the **"Order"**) the Hon'ble High Court of Delhi at New Delhi (**"Court"**) has directed a meeting to be held of the unsecured creditors of the Transferee No. 1 Company/ Applicant Company for the purpose of considering, and if thought fit, approving with or without modification(s), the composite scheme of arrangement and amalgamation proposed to be made between HCL Technologies Limited, Geometric Limited, 3D PLM Software Solutions Limited and their respective shareholders and creditors (**"Scheme"**).

In pursuance of the said Order and as directed therein, further notice is hereby given that a meeting of the unsecured creditors of the Transferee No. 1 Company/ Applicant Company will be held at Sri Satya Sai Auditorium, Bhishma Pitamah Marg, Lodhi Road, New Delhi-110003 on Tuesday the 4th day of October, 2016 at 03.00 pm at which time and place the said unsecured creditors are requested to attend the court convened meeting.

The notice along with the copy of the Scheme, the explanatory statement, proxy form, attendance slip and other relevant documents in this regard is being separately sent to all the Unsecured Creditors of the Applicant Company in terms of the Order of the High Court.

Copies of the said Scheme, the statement under Section 393 of the Companies Act, 1956 and forms of proxy can be had free of charge at the registered office of the Applicant Company and can also be downloaded from the website of the Applicant Company (www.hcltech.com).

Persons entitled to attend and vote at the said meeting, may vote in person or by proxy or by authorised representative, provided that all proxies in the prescribed form are deposited at the registered office of the Applicant Company at 806, Siddharth, 96, Nehru Place, New Delhi-110019 not later than 48 hours before the said meeting. Proxies submitted on behalf of and authorised representatives attending on behalf of companies and other body corporate, societies, trust etc. must be supported by an appropriate resolution, as applicable and valid proof of identity as applicable.

The Court has appointed Mr. Rajeev Kumar, Advocate and failing him, Ms. Isha Jha, Advocate as chairman of the said meeting. The Scheme, if approved by the meeting, will be subject to the subsequent approval of the Court.

Dated this 27th day of August 2016
Place: New Delhi

Sd/-
Mr. Rajeev Kumar
Chairman appointed for the meeting of the unsecured creditors of HCL Technologies Limited

नवभारत टाइम्स

नई दिल्ली > सोमवार, 12 सितंबर 2016 :

2

दिल्ली उच्च न्यायालय दिल्ली
(मूल कम्पनी न्यायक्षेत्र)
कम्पनी आवेदन (एम) सं. १००/२०१६
और
कम्पनी आवेदन सं. २९४७/२०१६

मामला :
कम्पनी अधिनियम, १९५६ और कम्पनी अधिनियम, २०१३

मामला :
कम्पनी अधिनियम, १९५६ की धाराएं ३९१ से ३९४ और साथ पठित लागू अन्य प्रावधान और कम्पनी अधिनियम, २०१३ के संबद्ध प्रावधान
और
व्यवस्था एवं विलयन योजना का मामला :
निम्नलिखित पक्षों के बीच

एचसीएल टेक्नोलॉजीज़ लिमिटेड
कम्पनी अधिनियम, १९५६ के तहत निगमित कम्पनी
जिसका पंजीकृत कार्यालय:
८०६, सिद्धार्थ, ९६, नेहरू प्लेस,
नई दिल्ली-११००१९ में है। ...ट्रांस्फरी नं. १ कम्पनी/ आवेदक कम्पनी

और

ज्योमैट्रिक लिमिटेड
कम्पनी अधिनियम, १९५६ के तहत
निगमित कम्पनी जिसका पंजीकृत कार्यालय:
प्लांट ११, तल ३, पिरोजशाहनगर, विखोली (वेस्ट),
मुंबई-४०००७९ में है। ...डीमर्ज्ड कम्पनी/ ट्रांस्फरर कम्पनी/ गैर-आवेदक कम्पनी

और

३ डी पीएलएम सॉफ्टवेयर सॉल्यूशंस लिमिटेड,
कम्पनी अधिनियम, १९५६ के तहत निगमित कम्पनी
जिसका पंजीकृत कार्यालय प्लांट ११, तल ३
पिरोजशाहनगर, विखोली (वेस्ट),
मुंबई-४०००७९ में है। ...ट्रांस्फरी नं. २ कम्पनी/ गैर-आवेदक कम्पनी

और उनके संबद्ध शेयरधारक और क्रेडिटर

आवेदक कम्पनी के अनसिक्योर्ड क्रेडिटर्स की बैठक आहूत करने की सूचना

एतद्द्वारा सूचित किया जाता है कि माननीय दिल्ली उच्च न्यायालय, नई दिल्ली (**"न्यायालय"**) ने ०३ अगस्त २०१६ के एक आदेश और ११ अगस्त २०१६ के इसके संशोधित आदेश (सम्मिलित रूप से **"आदेश"**) के तहत ट्रांस्फरी नं. १ कम्पनी/आवेदक कम्पनी के अनसिक्योर्ड क्रेडिटर्स की एक बैठक आयोजित का निर्देश है, जिसका उद्देश्य एचसीएल टेक्नोलॉजीज़ लिमिटेड, ज्योमैट्रिक लिमिटेड, ३ डी पीएलएम सॉफ्टवेयर सॉल्यूशंस लिमिटेड और उनके संबद्ध शेयरधारकों और क्रेडिटरों के बीच एक समेकित व्यवस्था एवं विलयन की योजना (**"योजना"**) पर विचार करना और यदि उचित लगे तो बिना किसी संशोधन या संशोधन के साथ स्वीकृत करना है।

कथित आदेश एवं इसके निर्देशों के अनुसार यह सूचित किया जाता है कि ट्रांस्फरी नं. १ कम्पनी/आवेदक कम्पनी के अनसिक्योर्ड क्रेडिटरों की बैठक श्री सत्य साई ऑडिटोरियम, भीष्म पितामह मार्ग, लोदी रोड, नई दिल्ली-११०००३ में मंगलवार, ४ अक्तूबर, २०१६ को दोपहर ३.०० बजे आयोजित की जाएगी। कथित क्रेडिटरों से आग्रह है कि न्यायालय के आदेश से बुलाई गई बैठक में उल्लिखित तिथि एवं समय पर उपस्थिति दर्ज करें।

उच्च न्यायालय के आदेशानुसार आवेदक कम्पनी के सभी अनसिक्योर्ड क्रेडिटरों को इस सूचना के साथ योजना की कॉपी, व्याख्यात्मक विवरण, प्रॉक्सी फार्म, उपस्थिति पर्ची और इस संदर्भ में आवश्यक अन्य दस्तावेज़ अलग से भेजे जा रहे हैं।

योजना की कॉपी, कम्पनी अधिनियम, १९५६ की धारा ३९३ के तहत व्याख्यात्मक विवरण एवं प्रतिनिधि प्रपत्र आवेदक कम्पनी के पंजीकृत कार्यालय से निःशुल्क प्राप्त कर सकते हैं और आवेदक कम्पनी की वेबसाइट (www.hcltech.com) से डाउनलोड भी किये जा सकते हैं।

संबंधित बैठक में भाग लेने और मतदान करने के अधिकारी, खुद या प्रॉक्सी या अधिकृत प्रतिनिधि के माध्यम से मतदान कर सकते हैं, बशर्ते सभी प्रतिनिधि प्रपत्र निर्धारित प्रारूप में कथित बैठक के आरंभ से कम से कम ४८ घंटे पहले आवेदक कम्पनी के पंजीकृत कार्यालय : ८०६, सिद्धार्थ, ९६, नेहरू प्लेस, नई दिल्ली-११००१९ में अवश्य जमा हों जाएं। कम्पनियों, अन्य कॉर्पोरेट निकायों, सोसायटी, ट्रस्ट आदि की ओर से प्रस्तुत प्रॉक्सी और अधिकृत प्रतिनिधि के समर्थन में मान्य समुचित प्रस्ताव और मान्य पहचान पत्र, जो लागू हो, होना आवश्यक है।

माननीय न्यायालय ने श्री राजीव कुमार, अधिवक्ता को इस बैठक का अध्यक्ष नियुक्त किया है और इनके उपलब्ध नहीं रहने पर सुश्री ईशा झा, अधिवक्ता अध्यक्ष होंगी। कथित बैठक में योजना की स्वीकृति, यदि होती है, के बाद माननीय दिल्ली उच्च न्यायालय की स्वीकृति आवश्यक होगी।

तिथि : २७ अगस्त २०१६
स्थान : नई दिल्ली

हस्ता/-
श्री राजीव कुमार
एचसीएल टेक्नोलॉजीज़ लिमिटेड के अनसिक्योर्ड क्रेडिटर्स की बैठक के लिए नियुक्त अध्यक्ष