



**LARSEN & TOUBRO INFOTECH LIMITED**

**CIN:-** U72900MH1996PLC104693

**Registered Office:** L&T House, Ballard Estate, Mumbai 400 001

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**E-mail:-** investor@Lntinfotech.com; **Website:-** www.Lntinfotech.com

**Meeting of the Equity Shareholders of Larsen & Toubro Infotech Limited  
Convened by the National Company Law Tribunal**

to be held on Thursday, August 24, 2017 at 2.15 p.m.

at St. Andrew's Auditorium, Inside Andrew's College Premises,

St. Dominic Rd, St. Sebastian Colony, Bandra (West), Mumbai – 400 050.

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**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH  
FORM NO. CAA 2 [Pursuant to Section 230(3) and Rule 6]  
COMPANY SCHEME APPLICATION NO. 729 OF 2017**

In the matter of:  
the Companies Act, 2013 (18 of 2013);  
And  
In the matter of:  
Sections 230 to 232 and Rules framed thereunder as in force from time  
to time;  
And  
In the matter of Scheme of Amalgamation of AugmentIQ Data Sciences  
Private Limited, the Transferor Company and Larsen & Toubro Infotech  
Limited, the Transferee Company

Larsen & Toubro Infotech Limited,	)	
CIN [U72900MH1996PLC104693],	)	
a company incorporated under the provisions	)	
of the Companies Act, 1956 and	)	
having its Registered Office at L&T House,	)	
Ballard Estate, Mumbai - 400001, Maharashtra	)	...Applicant Company

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

To,

The Equity Shareholders of Larsen & Toubro Infotech Limited (**'the Company'**)

Notice is hereby given that by an order dated July 6, 2017, the Mumbai Bench of the National Company Law Tribunal (**'Tribunal'**) has directed a meeting to be held of the equity shareholders of the Applicant Company for the purpose of considering, and if thought fit, approving with or without modification, the arrangement proposed and embodied in the Scheme of Amalgamation of AugmentIQ Data Sciences Private Limited (**'Transferor Company'**) with Larsen & Toubro Infotech Limited (**'Transferee Company'** or **'Applicant Company'**) which, provides for amalgamation of the Transferor Company with the Transferee Company under Sections 230-232 of the Companies Act, 2013 (hereinafter referred to as the **'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 Applicant Company will be held at St. Andrew's Auditorium, Inside Andrew's College Premises, St. Dominic Rd, St. Sebastian Colony, Bandra West, Mumbai - 400050 on Thursday, August 24, 2017 at 2.15 p.m. at which time and place, the said shareholders are requested to attend to consider and if thought fit to pass, with or without modification(s), the following resolution with requisite majority:

**"RESOLVED THAT** pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013, the rules, circulars and notifications made thereunder (including any statutory modification or re-enactment thereof) as may be applicable and subject to the provisions of the Memorandum and Articles of Association of the Company and subject to the approval of the National Company Law Tribunal, Mumbai Bench (**'Hon'ble Tribunal'**) and subject to such other approvals, permissions and sanctions of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by the Hon'ble Tribunal, or by any regulatory or other authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the **'Board'**, which term shall be deemed to mean and include one or more Committee(s) constituted/to be constituted by the Board or any person(s) which the Board may nominate to exercise its powers including the powers conferred by this resolution), the arrangement embodied in the Scheme of Amalgamation of AugmentIQ Data Sciences Private Limited with Larsen & Toubro Infotech Limited ('Scheme'), be and is hereby approved.

**RESOLVED FURTHER THAT** the Board be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the arrangement embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/ or imposed by the Hon'ble Tribunal while sanctioning the arrangement embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any questions or doubts or difficulties that may arise including passing of such accounting entries and/ or making such adjustments in the books of accounts as considered necessary in giving effect to the Scheme, or withdraw the Scheme without any further shareholders' approval at any point, as the Board may deem fit and proper."

Copies of the aforesaid Scheme and of the statement under Section 230 of the Companies Act, 2013 can be obtained free of charge at the Registered Office of the Applicant Company. Persons entitled to attend and vote at the meeting may vote in person or by proxy, provided that all proxies in the prescribed form are deposited at the Registered Office of the Applicant Company at L&T House, Ballard Estate, Mumbai - 400001 not later than 48 hours before the meeting.

The form of proxy can be obtained free of charge from the Registered Office of the Applicant Company.

The Hon'ble Tribunal has appointed Mr. A. M. Naik, Non-Executive Chairman of the Applicant Company, failing whom, Mr. S. N. Subrahmanyam, Non-Executive Vice Chairman of the Applicant Company, failing whom, Mr. Sanjay Jalona, Chief Executive Officer and Managing Director of the Applicant Company, as the Chairperson of the said meeting. The above mentioned Scheme of Amalgamation, if approved at the meeting, will be subject to the subsequent approval of the Hon'ble Tribunal.

**Mr. A. M. Naik**

(DIN: 00001514)

Chairman appointed for the meeting

Dated this 12<sup>th</sup> day of July, 2017

**Registered Office:**

L&T House, Ballard Estate, Mumbai- 400001.

**Notes:**

1. All alterations made in the Form of Proxy should be initialled.
2. Only registered equity shareholders of the Applicant Company may attend and vote [either in person or by proxy (a proxy need not be a shareholder of the Applicant Company) or in the case of a body corporate, by a representative authorised under Section 113 of the Companies Act, 2013] at the meeting of the equity shareholders of the Applicant Company. The authorised representative of a body corporate which is a registered equity shareholder of the Applicant Company may attend and vote at the meeting of the equity shareholders of the Applicant Company provided a certified true copy of the resolution of the board of directors or other governing body of the body corporate authorising such representative to attend and vote at the meeting of the equity shareholders of the Applicant Company is deposited at the registered office of the Applicant Company not later than 48 (forty eight) hours before the scheduled time of the commencement of the meeting of the equity shareholders of the Applicant Company. A person can act as a proxy on behalf of not more than 50 (fifty) shareholders holding in aggregate, not more than 10% (ten percent) of the total share capital of the Applicant Company. Shareholders holding more than 10% (ten percent) of the total share capital of the Applicant Company may appoint a single person as proxy, who shall not act as a proxy for any other shareholder.
3. During the period beginning 24 (twenty four) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, a shareholder would be entitled to inspect the proxies lodged at any time during the business hours of the Applicant Company, provided that not less than 3 (three) days of notice in writing is given to the Applicant Company.
4. The Notice convening the meeting will be published through advertisement in Free Press Journal in the English language and translation thereof in Navshakti in the Marathi language (both Mumbai Editions).
5. The quorum of the meeting of the equity shareholders of the Applicant Company shall be 30 (Thirty) equity shareholders of the Applicant Company, present in person.
6. In compliance with Sections 108, 110 read with Sections 230 and 232 of the Companies Act, 2013 and the Rules made thereunder and Regulation 44 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Secretarial Standard 2 on General Meetings, the businesses as set out in the Notice may be transacted through postal ballot or electronic voting system and the Applicant Company will provide a facility for voting by electronic means prior to the meeting.

7. The facility of casting the votes by the members using the electronic voting system from a place other than venue of the Meeting (remote e-voting) will be provided by Central Depository Services (India) Limited ('CDSL'). The facility for voting shall be made available at the meeting and the shareholders attending the Meeting who have not cast their vote through postal ballot or remote e-voting shall be able to exercise their right at the meeting. Please note that voting through postal ballot or remote e-voting is optional for shareholders. Remote e-voting services are provided by CDSL to the shareholders to enable them to cast their votes electronically instead of dispatching Postal Ballot form.
8. Equity shareholders can opt for only one mode of voting i.e., either remote e-voting or postal ballot or voting at the Meeting. If an equity shareholder has opted for remote e-voting, then he/ she should not vote by postal ballot and vice-versa. However, in case equity shareholders cast their vote both via postal ballot and remote e-voting, then voting done through remote e-voting shall prevail and voting done by Postal Ballot Form shall be treated as invalid, notwithstanding whichever is cast first.
9. Equity shareholders who have cast their vote either by postal ballot or remote e-voting does not disentitle them from attending the Meeting. Equity shareholders exercising their right to vote through postal ballot or remote e-voting shall not be allowed to vote again at the Meeting.
10. The Resolution shall be deemed to be passed on the date of the Meeting i.e., August 24, 2017 subject to the receipt of the requisite number of votes cast in favour of the Resolution.
11. A person whose name is recorded in the register of members or in the register of beneficial owners maintained by the depositories as on the cut-off date of Thursday, July 20, 2017 shall be entitled to avail the facility of postal ballot, remote e-voting or voting at the Meeting and the voting rights of the members will be reckoned as on that date. Persons who are not members as on the cut-off date should treat this notice for information purposes only.
12. The Notice will be displayed on the website of the Applicant Company, [www.Lntinfotech.com/investors](http://www.Lntinfotech.com/investors) and on the website of CDSL and will be sent to the BSE Limited and National Stock Exchange of India Limited for placing on their website.
13. The voting period for postal ballot and remote e-voting shall commence on Monday, July 24, 2017 at 9.00 a.m. and end on Wednesday, August 23, 2017 at 5.00 p.m. During this period shareholders of the Company holding shares either in physical or dematerialised form, as on the cut-off date of July 20, 2017 may cast their vote by postal ballot or remote e-voting. The remote e-voting module shall be disabled by CDSL for voting thereafter.
14. Shareholder(s) desiring to exercise their vote(s) by Postal Ballot are requested to clearly read the instructions printed in the Postal Ballot Form and return the form duly completed and signed in the enclosed self-addressed Business Reply envelope to the Scrutiniser so as to reach not later than 5.00 p.m. on Wednesday, August 23, 2017 at the Registered Office of the Company. The shareholders are required to use the attached Postal Ballot Form only. No other form or photocopy of the form will be permitted.
15. Pursuant to the Order of the Tribunal, the Notice of the Meeting would be sent by electronic mode to those equity shareholders whose email addresses are registered with the Depository or the Company's Registrar and Transfer Agents. For equity shareholders who have not registered their email addresses, physical copies would be sent by the permitted mode.
16. Shareholders are requested to follow the instructions below to cast their vote through e-voting:
  - (i) The remote e-voting period begins on Monday, July 24, 2017 at 9.00 a.m. and ends on Wednesday, August 23, 2017 at 5.00 p.m. During this period shareholders' of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date of July 20, 2017 may cast their vote electronically. The e-voting module shall be disabled by CDSL for voting thereafter.
  - ii) The shareholders should log on to the e-voting website, [www.evotingindia.com](http://www.evotingindia.com).
  - (iii) Click on shareholders.
  - (iv) Now enter your User ID
    - a. For CDSL: 16 digits Beneficiary ID,
    - b. For NSDL: 8 Character DP ID followed by 8 Digits Client ID,
    - c. Shareholders holding shares in Physical Form should enter Folio Number registered with the Company.
  - (v) Next, enter the image verification as displayed and click on Login.

- (vi) If you are holding shares in demat form and had logged on to [www.evotingindia.com](http://www.evotingindia.com) and voted on an earlier voting of any company, then your existing password is to be used.
- (vii) If you are a first time user follow the steps given below:

<b>For Members holding shares in Demat Form and Physical Form</b>	
PAN	<ul style="list-style-type: none"> <li>• Enter your 10 digit alpha-numeric PAN issued by Income Tax Department (Applicable for both demat shareholders as well as physical shareholders).</li> <li>• Shareholders who have not updated their PAN with the Company/ Depository Participant are requested to use the sequence number which is printed on Postal Ballot/ Attendance Slip indicated in the PAN field.</li> </ul>
Dividend Bank Details <b>OR</b> Date of Birth (DOB)	<ul style="list-style-type: none"> <li>• Enter the Dividend Bank Details or Date of Birth (in dd/mm/yyyy format) as recorded in your demat account or in the Company records in order to login.</li> <li>• If both the details are not recorded with the depository or Company please enter the member id/ folio number in the Dividend Bank details field as mentioned in instruction (iv).</li> </ul>

- (viii) After entering these details appropriately, click on 'SUBMIT' tab.
- (ix) Shareholders holding shares in physical form will then directly reach the Company selection screen. However, shareholders holding shares in demat form will now reach 'Password Creation' menu wherein they are required to mandatorily enter their login password in the new password field. Kindly note that this password is to be also used by the demat holders for voting for resolutions of any other company on which they are eligible to vote, provided that company opts for e-voting through CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
- (x) For shareholders holding shares in physical form, the details can be used only for e-voting on the resolution contained in this Notice.
- (xi) Click on the Electronic Voting Sequence Number ('EVSN') of 'Larsen & Toubro Infotech Limited'.
- (xii) On the voting page, you will see 'RESOLUTION DESCRIPTION' and against the same the option 'YES/ NO' for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.
- (xiii) Click on the 'RESOLUTIONS FILE LINK' if you wish to view the entire Resolution details.
- (xiv) After selecting the resolution you have decided to vote on, click on 'SUBMIT'. A confirmation box will be displayed. If you wish to confirm your vote, click on 'OK', else to change your vote, click on 'CANCEL' and accordingly modify your vote.
- (xv) Once you 'CONFIRM' your vote on the resolution, you will not be allowed to modify your vote.
- (xvi) You can also take a print of the votes cast by clicking on 'Click here to print' option on the Voting page.
- (xvii) If a demat account holder has forgotten the login password then enter the User ID and the image verification code and click on forgot password & enter the details as prompted by the system.
- (xviii) Shareholders can also cast their vote using CDSL's mobile app m-Voting available for android based mobiles. The m-Voting app can be downloaded from Google Play Store, Apple and Windows phone. Please follow the instructions as prompted by the mobile app while voting on your mobile.
- (xix) Note for Non – Individual Shareholders and Custodians:
- Non-Individual shareholders (i.e. other than Individuals, HUF, NRI etc.) and Custodian are required to log on to [www.evotingindia.com](http://www.evotingindia.com) and register themselves as Corporates.
  - A scanned copy of the Registration Form bearing the stamp and sign of the entity should be emailed to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com).
  - After receiving the login details a Compliance User should be created using the admin login and password. The Compliance User would be able to link the account(s) for which they wish to vote on.

- The list of accounts linked in the login should be mailed to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com) and on approval of the accounts they would be able to cast their vote.
  - A scanned copy of the Board Resolution and Power of Attorney ('POA') which they have issued in favour of the Custodian, if any, should be uploaded in PDF format in the system for the scrutinizer to verify the same.
- (xx) In case you have any queries or issues regarding e-voting, you may refer the Frequently Asked Questions ('FAQs') and e-voting manual available at [www.evotingindia.com](http://www.evotingindia.com), under help section or write an email to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com).
17. A registered equity shareholder or his proxy, attending the meeting, is requested to bring the Attendance Slip duly completed and signed.
  18. Registered equity shareholders who holds shares in dematerialized form and who are attending the meeting are requested to bring their Client ID and DP ID for easy identification.
  19. 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 shareholders of the Applicant Company/ list of beneficial owners as received from the Depositories in respect of such joint holding, will be entitled to vote.
  20. The Tribunal has appointed Mr. Alwyn D'Souza, Practising Company Secretary (Membership No. FCS 5559) or failing him Mr. Vijay Sonone, Practising Company Secretary (Membership No. FCS 7301), to act as the Scrutinizer for conducting the voting process in a fair and transparent manner.
  21. The Scrutinizer shall after the conclusion of voting at the General Meeting, will first count the votes cast at the Meeting, through postal ballot and unblock the votes cast through remote e-voting in the presence of at least two witnesses not in the employment of the Company and shall make a Consolidated Scrutinizer's Report of the total votes cast in favour or against and invalid votes if any, forward to the Chairman of the Meeting or any other person authorized by him, who shall countersign the same and declare the result of the voting forthwith.
  22. The results declared along with the Scrutinizer's report, will be posted on the website of the Company, [www.Lntinfotech.com/investors](http://www.Lntinfotech.com/investors) and on the website of CDSL and will be displayed on the Notice Board of the Company at its Registered Office as well as Corporate Office immediately after the declaration of the result by the Chairman or any other person authorized by him and will be communicated to the Stock Exchanges.
  23. The documents referred to in the accompanying Explanatory Statement shall be open for inspection by the equity shareholders at the Registered Office of the Applicant Company between 11.00 a.m. and 1.00 p.m. upto the date of the meeting on all days (except Saturdays, Sundays and public holidays) and at the meeting.

Encl: As above

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH  
COMPANY SCHEME APPLICATION NO. 729 OF 2017**

In the matter of:  
The Companies Act, 2013 (18 of 2013);  
And  
In the matter of:  
Sections 230 to 232 and other relevant provisions of the Companies Act, 2013;  
And  
In the matter of Scheme of Amalgamation of AugmentIQ Data Sciences Private Limited, the Transferor Company and Larsen & Toubro Infotech Limited, the Transferee Company

Larsen & Toubro Infotech Limited, )  
CIN [U72900MH1996PLC104693] )  
a company incorporated under the provisions )  
of the Companies Act, 1956 and )  
having its Registered Office at L&T House, )  
Ballard Estate, Mumbai - 400001, Maharashtra ) ...Applicant Company

**STATEMENT UNDER SECTION 230(3) OF THE COMPANIES ACT, 2013**

1. In this statement, AugmentIQ Data Sciences Private Limited is referred to as the **‘Transferor Company’** and Larsen & Toubro Infotech Limited is referred to as the **‘Transferee Company’**. The other definitions contained in the Scheme of Amalgamation between the Transferor Company and the Transferee Company (hereinafter referred to as the **‘Scheme’**) will also apply to this statement under Section 230 of the Companies Act, 2013 (**‘Explanatory Statement’**).
2. A copy of the Scheme between the Transferor Company and the Transferee Company setting out the terms and conditions of the Scheme is attached to this Explanatory Statement.
3. Pursuant to the Order dated July 6, 2017 passed by the Hon’ble National Company Law Tribunal, Mumbai Bench in Company Scheme Application referred to above, a meeting is being convened on, Thursday, August 24, 2017 at 2.15 p.m. at St. Andrew’s Auditorium, Inside Andrew’s College Premises, St. Dominic Road, St. Sebastian Colony, Bandra West, Mumbai - 400050, of the equity shareholders of the Transferee Company for the purpose of considering and, if thought fit, approving, the Scheme between the Transferor Company and the Transferee Company.

**OVERVIEW**

The proposed Scheme envisages the amalgamation of the Transferor Company as a going concern and without winding up under Sections 230-232 and other applicable provisions of the Companies Act, 2013 with effect from April 1, 2017 (the **‘Appointed Date’**).

**BACKGROUND**

4. The Transferor Company is a private limited company and was incorporated on November 27, 2012 under the Companies Act, 1956 and became a wholly owned subsidiary of the Transferee Company on November 30, 2016.
5. The registered office address of Transferor Company since incorporation was Apt. 801, B2, Montvert Finesse, Baner – Pashan Link Road, Pashan, Pune - 411021 and was changed to 7th Floor, Office No.702A, ICON Towers, Plot No. B, S. No. 114/115 (PART), Baner, Pune- 411 045 with effect from May 1, 2016. The registered office address was further changed to Godrej Eternia A, 5th Floor, Mumbai Pune Road, Shivajinagar, Pune - 411 005 with effect from January 2, 2017.
6. The equity shares of AugmentIQ Data Sciences Private Limited are neither listed on BSE Limited nor on the National Stock Exchange of India Limited.
7. The Corporate Identity Number of AugmentIQ Data Sciences Private Limited is U72200PN2012PTC145539. The Transferee Company along with its nominee holds 100% of the paid-up equity share capital of AugmentIQ Data Sciences Private Limited.



8. The Permanent Account Number of AugmentIQ Data Sciences Private Limited is AALCA1563C.
9. The objects for which the Transferor Company has been established are set out in its Memorandum of Association. The same are briefly set out hereunder:
  - a. To develop, design, provide, alter, exchange, carry out, buy, sell and/or lease, import, export and/or provide services, consultancy, scientific and technical expertise and know-how relating to information technology including computer hardware and software, computer peripherals, systems integration, electronic media and communication, ERP, e-commerce, data processing, programming, data mining, data storage, data warehousing, data integration, data extraction and transcription and to develop and provide industry-specific application software and other software, websites, social media websites, search engines for its clients whether registered or not and in India or elsewhere.
10. The capital structure of the Transferor Company as on March 31, 2016, is as follows:

Particulars	Rupees
<b>Authorized Share Capital</b>	
10,000 Equity Shares of Rs. 10/- each	100,000
<b>Total</b>	<b>100,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
10,000 Equity Shares of Rs. 10/- each	100,000
<b>Total</b>	<b>100,000</b>

11. The capital structure of the Transferor Company as on March 31, 2017, is as follows:

Particulars	Rupees
<b>Authorized Share Capital</b>	
2,000,000 Equity Shares of Rs. 10/- each	20,000,000
<b>Total</b>	<b>20,000,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
1,102,419 Equity Shares of Rs. 10/- each fully paid-up, of which 1,102,418 shares are held by the Transferee Company and 1 share is held by 1 individual jointly and on behalf of the Transferee Company	11,024,190
<b>Total</b>	<b>11,024,190</b>

Subsequent to the audited financial statements of the Transferor Company as on March 31, 2017, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Transferor Company.

12. Name and Address of the Directors of the Transferor Company:

S. N.	NAME AND DESIGNATION OF THE DIRECTOR	ADDRESS
1	Mr. Aftab Zaid Ullah Non-Executive Director	Buena Vista S. No. 138, HNO1A/1A/1/1A, Pashan Pune, 412021
2	Mr. Ashok Kumar Sonthalia Non-Executive Director	A-802, Avalon Building, Hiranandani Gardens, Powai, Mumbai – 400076.
3	Mr. Sachin Vyas Non-Executive Director	Apt 801, B-2, Montvert Finesse, Baner Pashan Link Road, Pashan, Pune – 411045.

13. The Transferee Company is a listed public company incorporated on December 23, 1996 under the provisions of the Companies Act, 1956 as L&T Information Technology Limited. The name of the Transferee Company was changed to Larsen & Toubro Infotech Limited on June 25, 2001.
14. The Corporate Identity Number of Larsen & Toubro Infotech Limited is U72900MH1996PLC104693.
15. The registered office of the Transferee Company is situated at L&T House, Ballard Estate, Mumbai – 400 001, Maharashtra. The email address of the Transferee Company is investor@Lntinfotech.com.
16. The equity shares of Larsen & Toubro Infotech Limited are listed on BSE Limited and the National Stock Exchange of India Limited.
17. The Permanent Account Number of Larsen & Toubro Infotech Limited is AAACL1681P.



18. The objects for which the Transferee Company has been established are set out in its Memorandum of Association. The same are briefly set out hereunder:
- To carry on business of analysing, designing, maintaining, converting, porting, debugging, coding, outsourcing and programming 'software' to be used on computer or any microprocessor based device or any other kind of electronic or electromechanical devices or any other such hardware within or outside India;
  - To carry on in India or elsewhere any engineering and/or contracting business, and in particular to arrange, procure, give on hire or loan for consideration or otherwise, the services of skilled personnel for software and consultancy.
19. The capital structure of the Transferee Company as of March 31, 2016 is as follows:

Particulars	Rupees
<b>Authorized Share Capital</b>	
240,000,000 Equity Shares of Rs. 1/- each	240,000,000
<b>Total</b>	<b>240,000,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
169,816,188 Equity Shares of Rs. 1/- each	169,816,188
<b>Total</b>	<b>169,816,188</b>

20. The capital structure of the Transferee Company as on March 31, 2017, is as follows:

Particulars	Rupees
<b>Authorized Share Capital</b>	
240,000,000 Equity Shares of Rs. 1/- each	240,000,000
<b>Total</b>	<b>240,000,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
170,571,113 Equity Shares of Rs. 1/- each	170,571,113
<b>Total</b>	<b>170,571,113</b>

Subsequent to March 31, 2017, there has been an increase in the Issued, Subscribed and Paid-Up capital of the Transferee Company. Presently the Issued, Subscribed and Paid-Up capital of the Transferee Company is Rs. 170,609,206/- (divided into 170,609,206 Equity Shares of Re. 1 each fully paid up).

21. Name and Address of the Directors of the Transferee Company:

S. N.	NAME AND DESIGNATION OF THE DIRECTOR	ADDRESS
1	Mr. A. M. Naik Non-Executive Chairman	High Trees, 54, Pali Hill, Bandra, Mumbai - 400 050
2	Mr. S. N. Subrahmanyam Non-Executive Vice Chairman	E-116, 16th Cross Street, Besant Nagar, Chennai-600090
3	Mr. Sanjay Jalona Chief Executive Officer & Managing Director	79/9, Sunny Brooks, Sarjapur Road, Bengaluru – 560035
4	Mr. R. Shankar Raman Non-Executive Director	Room no. 123, 12th Rd. Kalpataru Royale, Plot no. 110, Rd. no. 29, off Sion Circle, Sion (East), Mumbai – 400022
5	Mr. Sudhir Chaturvedi President-Sales & Whole-time Director	10 Manor way Purley Surrey United Kingdom CR83BH
6	Mr. Aftab Zaid Ullah Chief Operating Officer & Whole-time Director	Buena Vista S. No. 138, HNO1A/1A/1/1A, Pashan Pune, 412021
7	Mr. Samir Desai Independent Director	7050 NW, 126th Terrace, Parkland, Florida 33076, USA
8	Mr. M. M. Chitale Independent Director	4/46, Vishnuprasad Society, Shahaji Raje Marg, Vile Parle (E), Mumbai - 400057
9	Ms. Vedika Bhandarkar Independent Director	B-8, Floor-3, Plot-50, B, Sea Face Park, Bhulabhai Desai Road, Cumballa Hill Mumbai - 400026

10	Mr. Arjun Gupta Independent Director	980, East Hopkins Avenue, Aspen, Colorado, 81611, United States of America
11	Mr. Sanjeev Aga Independent Director	1301 Kavita Kunj CHS Ltd, Satguru Sanskar, Plot no. 19, TPS IV,3rd Road, Near Almeida Park, Bandra West Mumbai - 400050
12	Mr. Sudip Banerjee Independent Director	Villa 255, Phase-1, Palm Meadows, Airport Whitefield Road, Bangalore - 560066

## 22. RATIONALE AND BENEFITS

The amalgamation of the Transferor Company with the Transferee Company would inter alia have the following benefits:

- a. The Transferor Company and the Applicant Company are operating in complementary/similar line of business and can be conveniently combined for mutual benefit as this would increase the profitability of the Transferee Company. The Transferee Company and the Transferor Company are in the information technology services business which can be carried out more efficiently as one amalgamated entity. The Transferor Company is engaged in big data analytics solutions and this will help the Transferee Company expand its digital service offerings. The Transferee Company will also be able to fully integrate the Applicant Company's big data platform viz. MaxIQ with its existing analytics platform.
- b. One of the chief reasons necessitating the amalgamation is that the Transferor Company is a wholly-owned subsidiary of the Transferee Company as the entire shareholding of the Transferor Company is held by the Transferee Company and its nominee.
- c. A consolidation of the Transferor Company and the Transferee Company by way of amalgamation would thereby lead to a more efficient utilization of capital for enhanced development and growth of the consolidated business in one entity.
- d. The Scheme is commercially and economically viable and feasible and is in fact fair and reasonable.
- e. The proposed amalgamation will result in administrative and operations rationalization, organizational efficiencies, reduction in overheads and other expenses and optimal utilization of various resources. It will prevent cost duplication and will result in synergies in operations. The synergies created by the amalgamation would increase operational efficiency and integrate business functions.
- f. Since the Transferor Company is already a wholly owned subsidiary of the Transferee Company, the management of the two aforementioned companies have evaluated the plan and strategy for both the Companies and feel that merging the two entities will be effective in obtaining synergy in the operations of the Transferor Company and the Transferee Company.
- g. Since, two of the Key Managerial Personnel of the Transferee Company are the Directors of the Transferor Company, the proposed amalgamation will reduce managerial overlaps, which are necessarily involved in running two entities.

## 23. SALIENT FEATURES OF THE SCHEME

The salient features of the Scheme are, inter alia, as under:

- a. The Scheme envisages the amalgamation of the Transferor Company with the Transferee Company pursuant to the applicable provisions of the Companies Act, 2013 in the manner provided for in the Scheme.
- b. The Appointed Date for the Scheme is fixed as April 1, 2017.
- c. The Effective Date for the Scheme means the date on which the certified copy of the order sanctioning the Scheme passed by the National Company Law Tribunal is filed with the Registrar of Companies, Mumbai, Maharashtra and the Registrar of Companies, Pune, Maharashtra.
- d. The equity shares of the Transferor Company are held individually by the Transferee Company and jointly with its nominee. Upon the Scheme being effective, the equity shares of the Transferor Company will stand automatically cancelled and there will be no issue and allotment of shares to the Transferee Company as the Transferee Company and its nominee are the only shareholders of the Transferor Company.

**N.B. – The shareholders are requested to read the entire text of the Scheme attached herewith to get better acquainted with the provisions thereof. What is stated hereinabove are brief salient features.**

## GENERAL

24. There are no Secured Creditors of the Transferor Company or Transferee Company as on March 31, 2017. Further, the Scheme does not affect the rights of the Unsecured Creditors of the Transferor or Transferee Company. There is no compromise, sacrifice or waiver called for from any of the Unsecured Creditors of the Transferor or Transferee Company. Further, in the Scheme of Amalgamation there is no contemplation for extinction or reduction of liability of the Unsecured Creditors of the Transferor or Transferee Company nor are the terms of payment to be made to them proposed to be altered. It is unlikely that interest of any of the Unsecured Creditors of the Transferor or Transferee Company would be prejudiced as a result of the said Scheme being sanctioned.
25. The total amount due to the Unsecured Creditors of the Transferor Company as on June 15, 2017 is Rs. 22,602,264 and the total amount due to the Unsecured Creditors of the Transferee Company as on March 31, 2017 is Rs. 959,673,095.
26. The Board of Directors of the Transferee Company viz. Mr. A. M. Naik, Mr. S. N. Subrahmanyam, Mr. Sanjay Jalona, Mr. R. Shankar Raman, Mr. Sudhir Chaturvedi, Mr. Aftab Zaid Ullah, Mr. Samir Desai, Mr. M. M. Chitale, Ms. Vedika Bhandarkar, Mr. Arjun Gupta, Mr. Sanjeev Aga and Ms. Shubhalakshmi Panse have at their meeting held on May 4, 2017 unanimously approved the Scheme. Ms. Shubhalakshmi Panse has resigned with effect from May 15, 2017 and Mr. Sudip Banerjee has been appointed on the Board with effect from May 20, 2017.

The Board of Directors of the Transferor Company viz. Mr. Aftab Zaid Ullah, Mr. Ashok Kumar Sonthalia and Mr. Sachin Vyas at their meeting held on May 3, 2017 unanimously approved the Scheme.

27. As there is no issue of shares pursuant to the Scheme of Amalgamation, the post amalgamation shareholding of Transferor Company will stand automatically cancelled and there will be no issue and allotment of Shares. The Pre-amalgamation shareholding of the Transferor Company as on March 31, 2017 is given below:

S. N.	Name of Shareholders	No. of equity shares held (Face value of Rs. 10/- per share)	Percentage
1.	Larsen & Toubro Infotech Limited	1,102,418	100.00
2.	Mr. Kedar Gadgil*	1	0.00
	<b>TOTAL</b>	<b>1,102,419</b>	<b>100.00</b>

\*Jointly holding with Larsen & Toubro Infotech Limited.

28. As there is no issue of shares pursuant to the Scheme of Amalgamation, the Pre and Post amalgamation shareholding of Transferee Company would remain unchanged. The Pre and Post shareholding pattern of the Transferee Company as on March 31, 2017 is given below:

Category code	Category of shareholders	Number of shareholders	Total no. of shares	Percentage
<b>(A)</b>	<b>Promoter &amp; Promoter Group</b>			
<b>(1)</b>	<b>Indian</b>	-	-	-
(a)	Individuals/ Hindu Undivided Family	-	-	-
(b)	Central Government/ State Government	-	-	-
(c)	Bodies Corporate	1	143,750,000	84.28
(d)	Financial Institutions/ Banks	-	-	-
(e)	Any other (specify)	-	-	-
	Sub-Total (A)(1)	1	143,750,000	84.28
<b>(2)</b>	<b>Foreign</b>	-	-	-
	<b>Sub-Total (A)(2)</b>	-	-	-
	<b>Total Shareholding of Promoter and Promoter Group (A)=(A)(1)+(A)(2)</b>	<b>1</b>	<b>143,750,000</b>	<b>84.28</b>
<b>(B)</b>	<b>Public Shareholding (Institutions, Non-Institutions and Shares held by Custodians and against which Depository Receipts have been issued)</b>	<b>165,978</b>	<b>26,821,113</b>	<b>15.72</b>
	<b>GRAND TOTAL (A)+(B)</b>	<b>165,979</b>	<b>170,571,113</b>	<b>100.00</b>

29. No investigation proceedings have been instituted or are pending under Sections 210 to 229 of the Companies Act, 2013 against the Transferee Company.
30. Mr. Aftab Zaid Ullah is the only common Director on the Board of Directors of the Transferor Company and Transferee Company as on the date of this Notice. Further, Mr. Ashok Kumar Sonthalia, Chief Financial Officer (Key Managerial Personnel of the Transferee Company) is also a Director in the Transferor Company.
31. The Directors of the Transferee Company and the Transferor Company may be deemed to be concerned and/ or interested in the proposed Scheme to the extent of the shares that may be held by them or by the companies, firms, institutions, trusts of which they are Directors, Partners, Members or Trustees in the Transferee Company. None of the Directors and the Key Managerial Personnel of the Transferee Company and/ or the Transferor Company have any material interest in the Scheme except as shareholders to the extent, which will appear from the Register of Director's Shareholding maintained by the Transferee Company and the Register of Directors maintained by the Transferor Company. Additionally the Scheme of Amalgamation does not have any effect on the Directors/ Key Managerial Personnel/ Promoters/ Non-promoters, if any/ Creditors / Employees of the Transferor and Transferee Company. The shares held by the Directors/ Key Managerial Personnel of the Transferee Company, either individually or jointly are as follows:-

<b>Directors</b>	<b>No. of equity shares held in the Transferee Company as of June 9, 2017 of Re. 1 Each</b>
Mr. A. M. Naik	11,81,250
Mr. M. M. Chitale	38
Mr. Sudhir Chaturvedi	2,000
Mr. Ashok Kumar Sonthalia	800

32. No winding up proceedings or insolvency proceedings are pending in any Court or Tribunal against the Transferee Company.

#### **INSPECTION**

33. The following documents will be open for inspection at the Registered Office of the Transferor Company and the Transferee Company on any working day (except Saturdays, Sundays and Public Holidays (between 11.00 a.m. to 1.00 p.m.) prior to the date of the meeting:
- Certified copy of the order passed by the National Company Law Tribunal, Mumbai Bench in Company Application No. 729 of 2017, dated July 6, 2017, inter alia, directing Larsen & Toubro Infotech Limited to convene the meeting of its equity shareholders and dispensing with the meeting of the unsecured creditors;
  - Certified copy of the order passed by the National Company Law Tribunal of Mumbai Bench in Company Application No. 732 of 2017, July 6, 2017, inter alia, directing AugmentIQ Data Sciences Private Limited to convene the meeting of its equity shareholders and dispensing with the meeting of the unsecured creditors;
  - Copies of the Memorandum and Articles of Association of AugmentIQ Data Sciences Private Limited and Larsen & Toubro Infotech Limited, respectively;
  - Copies of the annual reports of AugmentIQ Data Sciences Private Limited and Larsen & Toubro Infotech Limited for the last three financial years ended March 31, 2017, March 31, 2016 and March 31, 2015;
  - Register of Directors' Shareholding of Larsen & Toubro Infotech Limited;
  - Copies of the resolutions, dated May 4, 2017 and May 3, 2017, passed by the respective Board of Directors of Larsen & Toubro Infotech Limited and AugmentIQ Data Sciences Private Limited, approving the Scheme;
  - Copy of the Scheme; and
  - Copy of certificate from M/s. Sharp & Tannan, Statutory Auditors, confirming that the accounting treatment provided in the Scheme is in compliance with Section 133 of the Companies Act, 2013.

**Mr. A. M. Naik**  
(DIN: 00001514)

Chairman appointed for the meeting

Dated this 12<sup>th</sup> day of July, 2017

**SCHEME OF AMALGAMATION  
(UNDER SECTION 230-232 OF THE COMPANIES ACT, 2013)  
OF  
AUGMENTIQ DATA SCIENCES PRIVATE LIMITED, TRANSFEROR COMPANY  
WITH  
LARSEN & TOUBRO INFOTECH LIMITED, TRANSFEREE COMPANY  
AND  
THEIR RESPECTIVE SHAREHOLDERS & CREDITORS**

PART I – GENERAL

PREAMBLE

1. This Scheme of Amalgamation is presented under Sections 230-232 and other relevant provisions of the Companies Act, 2013 as an integrated and complete Scheme of Amalgamation between AugmentIQ Data Sciences Private Limited (hereinafter referred to as the ‘Transferor Company’), with Larsen & Toubro Infotech Limited (hereinafter referred to as the ‘Transferee Company’) and the dissolution of the Transferor Company without winding up.
2. AugmentIQ Data Sciences Private Limited is a company incorporated on 27th November, 2012 under the provisions of the Companies Act, 1956, having its Registered office at Godrej Eternia A, 5th Floor Mumbai Pune Road, Shivajinagar, Pune Maharashtra 411005. The Transferor Company is a wholly owned subsidiary of the Transferee Company.
3. Larsen & Toubro Infotech Limited is a listed public limited company incorporated on 26th December, 1996 under the provisions of the Companies Act, 1956 as L&T Information Technology Limited, having its Registered office at L&T House, Narottam Morarji Marg, Ballard Estate, Mumbai - 400 001. The name of L&T Information Technology Limited was changed to Larsen & Toubro Infotech Limited on 25th June 2001.
4. The Scheme is in the interest of the Transferor and Transferee Companies, their respective shareholders and creditors.

The Scheme is divided into the following parts:

1. Part A – deals with Definitions
2. Part B - deals with Capital Structure of the Transferor and Transferee Companies
3. Part C - deals with Amalgamation of the Transferor Company with the Transferee Company
4. Part D - deals with accounting treatment for the amalgamation in the books of Transferee Company
5. Part E - deals with the general terms and conditions that would be applicable to the entire Scheme.
6. Part F – deals with other terms and conditions.

In addition to the above, the Scheme also provides for various other matters consequential or otherwise integral to it.

**DESCRIPTION OF THE COMPANIES**

**a) AUGMENTIQ DATA SCIENCES PRIVATE LIMITED (“AugmentIQ” / “Transferor Company”)**

AugmentIQ Data Sciences Private Limited was incorporated on 27th November, 2012 and became a wholly owned subsidiary of the Transferee Company on 30th November, 2016. AugmentIQ is inter alia engaged in the business of developing, designing, providing, altering, exchanging, carrying out, buying, selling and/or leasing, importing, exporting and/or providing services, consultancy, scientific and technical expertise and know-how relating to information technology including computer hardware and software, computer peripherals, systems integration, electronic media and communication, ERP, e-commerce, data processing, programming, data mining, data storage, data warehousing, data integration, data extraction and transcription and developing and providing industry-specific application software and other software, websites, social media websites, search engines for its clients whether registered or not and in India or elsewhere.

**b) LARSEN & TOUBRO INFOTECH LIMITED (“L&T INFOTECH” / “Transferee Company”)**

Larsen & Toubro Infotech Limited was incorporated on 23rd December 1996. L&T Infotech is inter alia engaged in the business of providing of analyzing, designing, maintaining, converting, porting, debugging, coding, outsourcing and programming ‘software’ and also providing information technology and information technology enabled services. It is currently listed on BSE Limited with Scrip Code: 540005, National Stock Exchange of India Limited with Scrip Code: LTI

## **RATIONALE FOR THE SCHEME OF AMALGAMATION**

The reasons and circumstances leading to and justifying the proposed Scheme of Amalgamation, which make it beneficial for all concerned, including the members of both the Companies, are as follows:

- a. The Transferor Company and the Transferee Company are operating in complementary /similar line of business and can be conveniently combined for mutual benefit as this would increase the profitability of the Transferee Company. The Transferee Company and the Transferor Company are in the information technology services business which can be carried out more efficiently as one amalgamated entity. The Transferor Company is engaged in big data analytics solutions and this will help the Transferee Company expand its digital service offerings. The Transferee Company will also be able to fully integrate the Transferor Company's big data platform viz. MaxiQ with its existing analytics platform.
- b. One of the chief reasons necessitating the amalgamation is that the Transferor Company is a wholly-owned subsidiary of the Transferee Company as the entire shareholding of the Transferor Company is held by the Transferee Company and its nominee.
- c. A consolidation of the Transferor Company and the Transferee Company by way of amalgamation would thereby lead to a more efficient utilization of capital for enhanced development and growth of the consolidated business in one entity.
- d. The Scheme is commercially and economically viable and feasible and is in fact fair and reasonable.
- e. The proposed amalgamation will result in administrative and operations rationalization, organizational efficiencies, reduction in overheads and other expenses and optimal utilization of various resources. It will prevent cost duplication and will result in synergies in operations. The synergies created by the amalgamation would increase operational efficiency and integrate business functions.
- f. Since the Transferor Company is already a wholly owned subsidiary of the Transferee Company, the management of the two aforementioned companies have evaluated the plan and strategy for both the Companies and feel that merging the two entities will be effective in obtaining synergy in the operations of the Transferor Company and the Transferee Company.
- g. Since, two of the Key Managerial Personnel of the Transferee Company are the Directors of the Transferor Company, the proposed amalgamation will reduce managerial overlaps, which are necessarily involved in running two entities.

## **PART A - DEFINITIONS**

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

- A-1. "Act"** means the Companies Act, 2013 and shall include any statutory modification(s), re-enactment(s) or amendment thereof from time to time;
- A-2. "Appointed Date"** means April 1, 2017 or such other date as may be approved by the National Company Law Tribunal, Mumbai at Maharashtra or such other competent authority may approve;
- A-3. "Board of Directors of the Transferor Company"** shall mean the Board of Directors of AugmentIQ Data Sciences Private Limited, any committee(s) constituted/to be constituted by the Board of Directors of the Transferor Company or any committee thereof to exercise its powers including the powers in terms of this Scheme;
- A-4. "Board of Directors of the Transferee Company"** shall mean the Board of Directors of Larsen & Toubro Infotech Limited, any committee(s) constituted/to be constituted by the Board of Directors of the Transferee Company or any committee thereof to exercise its powers including the powers in terms of this Scheme;
- A-5. "Effective Date"** means the date on which certified copy of the order sanctioning the Scheme passed by the National Company Law Tribunal, Mumbai is filed with the Registrar of Companies, Mumbai, Maharashtra and the Registrar of Companies, Pune, Maharashtra.
- A-6. "Scheme" or "Scheme of Amalgamation"** means this Scheme of Amalgamation in its present form submitted to the National Company Law Tribunal, Mumbai for its sanction with or without any modification(s)/ amendment(s) as may be directed by it;
- A-7. "Transferee Company"** shall mean "**Larsen & Toubro Infotech Limited**", a Public Limited Company incorporated under the Companies Act, 1956, and having its Registered office at L&T House, Ballard Estate, Mumbai – 400 001;



**A-8. “Transferor Company”** shall mean “AugmentIQ Data Sciences Private Limited”, a Private Limited Company incorporated under the Companies Act, 1956 and having its Registered office at Godrej Eternia A, 5th Floor Mumbai Pune Road, Shivajinagar, Pune Maharashtra 411005;

**A-9. “Tribunal”** means the National Company Law Tribunal, Mumbai or NCLT, Mumbai as constituted by Central Government under the Companies Act, 2013 as amended from time to time;

**A-10. “Undertaking”** means the entire business of the Transferor Company and shall include:

- a) All the assets, properties, business and commercial rights or any other assets of the Transferor Company, whether appearing in the Financial Statements or not, as on the Appointed Date (hereinafter referred to as **“the Assets”**);
- b) All the debts (whether in rupees or in foreign currency), liabilities, duties and obligations of the Transferor Company, whether appearing in the Financial Statements or not along with any charge, encumbrance, lien or security thereon, as on the Appointed Date (hereinafter referred to as **“the Liabilities”**);
- c) Without prejudice to the generality of sub-clause (a) above, the undertaking of the Transferor Company shall include without being limited to all the Transferor Company’s reserves and the authorised/ paid-up share capital, movable or immovable, tangible or intangible properties, buildings and structures, offices, residential and other premises, capital work in progress, sundry debtors, computers, servers, network equipment, routers, software and other IT equipment, furniture, fixtures, office equipment, vehicles, appliances, accessories, power lines, deposits, all stocks, assets, investments of all kinds etc.,(including shares, scrips, stocks, bonds, debenture stock, mutual funds), Cash & Bank balances, loans, advances, contingent rights or benefits, receivables, benefit of any deposits, financial assets, leases, powers, authorities, allotments, approvals, permits and consents, quotas, rights, entitlements, contracts, licenses, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, leases, licenses, fixed and other assets, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, and balances, loans, title, interests, other benefits (including tax benefits) and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company, including but without being limited to trade and service names and marks, patents, knowhow, copyrights, and other intellectual property rights of any nature whatsoever (including application for registration of the same and right to use such intellectual rights) authorisations, permits, approvals, rights to use and avail of telephones, telex, facsimile, email, internet, leased line connections and installations, utilities, water, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programs, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and other records in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad.
- d) All pre-qualifications, right to use the work experience, qualifications, capabilities, legacies and track record with Government / Non – Government agencies / bodies, contracts with clients and with vendors, (including technical parameters, past performance, track record, financials etc.) of the Transferor Company, acquired by reason of the completion of various projects and works, certificates of completion of projects or works issued by the clients and the right to use all these for qualifying for any tender or project that may be issued at any time;
- e) All records, files, papers, engineering and process information, computer programmes, software licenses, drawings, 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; and
- f) All present and future liabilities including contingent liabilities and shall further include any obligations under any licenses and/or permits.

**A-11. “Registrar of Companies”** means the Registrar of Companies, Mumbai and/ or Registrar of Companies, Pune.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as prescribed /ascribed to them under the Companies Act, 2013, the Securities Contracts



(Regulation) Act, 1956 and other applicable laws, rules, regulations, by-laws as the case may be or any statutory modifications or re-enactment thereof from time to time.

## PART B – CAPITAL STRUCTURE OF THE TRANSFEROR AND TRANSFEREE COMPANIES

The Authorized and the Issued, Subscribed and Paid Up Equity Share Capital of the Transferor Company and Transferee Company as on March 31, 2016 (Audited) are as under:

- a. The Equity Share Capital of AugmentIQ, the Transferor Company as of March 31, 2016 is as under:

Transferor Company	As at March 31, 2016	
	Nos.	Rs.
<b>SHARE CAPITAL</b>		
<b>AUTHORIZED</b>		
Equity Shares of Rs.10 each	10,000	1,00,000
<b>Total</b>	<b>10,000</b>	<b>1,00,000</b>
<b>ISSUED, SUBSCRIBED AND PAID-UP CAPITAL</b>		
Equity Shares of Rs. 10 each fully paid-up	10,000	1,00,000
<b>Total</b>	<b>10,000</b>	<b>1,00,000</b>

- b. The Equity Share Capital of Larsen & Toubro Infotech Limited, the Transferee Company as of March 31, 2016 is as follows:

Transferee Company	As at March 31, 2016	
	Nos.	Rs.
<b>SHARE CAPITAL</b>		
<b>AUTHORIZED</b>		
Equity Shares of Re.1 each	240,000,000	240,000,000
<b>Total</b>	<b>240,000,000</b>	<b>240,000,000</b>
<b>ISSUED, SUBSCRIBED AND PAID-UP CAPITAL</b>		
Equity Shares of Re.1 each fully paid-up	169,816,188	169,816,188
<b>Total</b>	<b>169,816,188</b>	<b>169,816,188</b>

- c. The Equity Share Capital of AugmentIQ Data Sciences Private Limited, the Transferor Company as of March 31, 2017 is as follows:

Transferor Company	As at March 31, 2017	
	Nos.	Rs.
<b>SHARE CAPITAL</b>		
<b>AUTHORIZED</b>		
Equity Shares of Rs.10 each	20,00,000	2,00,00,000
<b>Total</b>	<b>20,00,000</b>	<b>2,00,00,000</b>
<b>ISSUED, SUBSCRIBED AND PAID-UP CAPITAL</b>		
Equity Shares of Rs.10 each fully paid-up, of which 11,02,418 shares are held by the Transferee Company and 1 share is held by 1 individual jointly and on behalf of Transferee Company.	11,02,419	1,10,24,190
<b>Total</b>	<b>11,02,419</b>	<b>1,10,24,190</b>

During the Financial Year 2016-17, the issued, Subscribed and Paid-up Share Capital of the AugmentIQ increased due to the following allotments:

- The Board of Directors of AugmentIQ, in their meeting held on April 22, 2016, allotted shares pursuant to Bonus Issue in the proportion of 80 Equity Shares for every 1 existing Equity Share held. As a result of which, the Issued, Subscribed and Paid-up Share Capital increased to 8,10,000 Equity Shares of Rs. 10/- each.
- Further, the Board of Directors of AugmentIQ, in their meeting held on August 5, 2016, offered 3,00,000 Equity Shares of Rs. 10/- each to the existing shareholders on right basis in the ratio of 30 Equity Shares for every 81

existing Equity Share held. Out of 3,00,000 Equity Shares offered 2,92,419 Equity Shares were allotted on August 27, 2016. Therefore, the Issued, Subscribed and Paid-up Share Capital increased to 11,02,419 Equity Shares of Rs. 10/- each.

- d. The entire shareholding of the Transferor Company was acquired by the Transferee Company and its nominee on November 30, 2016.
- e. The Equity Share Capital of Larsen & Toubro Infotech Limited, the Transferee Company as of March 31, 2017 is as follows:

Transferee Company	As at March 31, 2017	
	Nos.	Rs.
<b>AUTHORIZED</b>		
Equity Shares of Re.1 each	240,000,000	240,000,000
<b>Total</b>	<b>240,000,000</b>	<b>240,000,000</b>
<b>ISSUED, SUBSCRIBED AND PAID-UP CAPITAL</b>		
Equity Shares of Re.1 each fully paid-up	170,571,113	170,571,113
<b>Total</b>	<b>170,571,113</b>	<b>170,571,113</b>

During the Financial Year 2016-17, the Company allotted 754,925 Equity Shares of Re.1 each on exercise of the vested options by the eligible employees under the Employees Stock Options Schemes of the Company. Accordingly, the paid-up equity share capital of the Company increased from Rs.169,816,188/- to Rs.170,571,113/-.

As regards, the Transferee Company, subsequent to March 31, 2017, there has been an increase in the Issued, Subscribed and Paid-Up Capital of the Transferee Company. Presently the Issued, Subscribed and Paid-Up Capital of the Transferee Company is Rs. 170,609,206/- (divided into 170,609,206 Equity Shares of Re. 1 each fully paid-up).

## **PART C – AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEE COMPANY**

### **Transfer and Vesting of the Undertaking**

- C-1. Upon coming into effect of this Scheme and with effect from the Appointed Date, the entire Undertaking of the Transferor Company shall stand amalgamated with the Transferee Company, as provided in the Scheme (including all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances) subject to the provisions of Clauses C-2 and C-3 in relation to the mode of vesting and pursuant to the provisions of the Act and without any further act, instrument or deed, be and shall stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company as a going concern pursuant provisions of Section 232 (3) of the Act and other applicable provisions of the said Act so as to become as and from the Appointed Date, the estate, assets, rights, claims, title and interest and authorities including accretions and appurtenances of the Transferee Company. Without prejudice to the generality of the above, all benefits, concessions, reliefs including but not limited to the benefit/s under income tax (including tax relief under the Income Tax Act, 1961, such as credit for advance tax, taxes deducted at source, carry forward of Minimum Alternate Tax Credit, carry forward of tax losses including unabsorbed depreciation, continuity of tax holiday/ deduction available, if any, etc.), service tax (including benefits of any unutilized CENVAT/ service tax credits, etc.), excise, value added tax, sales tax (including deferment of sales tax), benefits, etc. accruing for and under the Software Technology Parks of India or under the Special Economic Zones Act, 2005, or any other registrations, etc., to which Transferor Company is entitled to in terms of various statutes and/or schemes of Union, State, and Local Governments/ bodies and/or otherwise, shall be available to and vest in the Transferee Company.
- C-2. In respect of such of the assets of the Transferor Company as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same may be so transferred by the Transferor Company, and shall, upon such transfer, become the property of the Transferee Company.
- C-3. In respect of such of the assets belonging to the Transferor Company other than those referred to in Clause C-2 above, the same shall, as more particularly provided in Clause C-1 above, without any further act, instrument or deed be transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company with effect from the Appointed Date pursuant to the provisions of Section 232 of the Act.
- C-4. All debts, liabilities outstanding and receivables of the Transferor Company shall, on and from the Appointed Date, stand transferred to and vested in the Transferee Company without any further notice, acts or deeds and pursuant to

provisions of Sections 232 of the Act or intimation to the debtors and the debtors shall be obliged to make payments to the Transferee Company on and after the Effective Date.

- C-5. All the licenses, permits, quotas, approvals, permissions, incentives, loans, subsidies, concessions, grants, rights, claims, leases, Service Tax, liberties, rehabilitation schemes, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by and all rights and benefits that have accrued, which may accrue to the Transferor Company shall, pursuant to the provisions of Section 232 (3) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date, the licenses, permits, quotas, approvals, permissions, incentives, loans, subsidies, concessions, grants, rights, claims, leases, liberties, rehabilitation schemes, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible under law. It is hereby clarified that all inter party transactions between the Transferor Company and the Transferee Company shall be considered as intra party transactions for all purposes from the Appointed Date.
- C-6. It is clarified that notwithstanding anything to the contrary contained herein, all rights relating to patents, designs and drawings, trademarks, service marks, logos, domain names and utility models, copyrights, inventions and brand names which are possessed and/or owned by the Transferor Company including the right to use the brand name, unregistered trademarks namely MaxIQ Product and IdentIQ Solution and business names and any similar rights and the benefit of any of the foregoing shall be available to Transferee Company.
- C-7. All assets, estates, rights, title, interest, licenses and authorities acquired by or permits, quotas, approvals, permissions, incentives, loans or benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, and other assets, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by and/or all rights and benefits that have accrued or which may accrue to the Transferor Company after the Appointed Date and prior to the Effective Date in connection or in relation to the operation of the Undertaking shall upon coming into effect of this Scheme, pursuant to the applicable provisions of the Act, without any further act, instrument or deed, be and stand transferred to and vested or deemed to have been transferred to and vested in the Transferee Company.
- C-8. Upon the coming into effect of this Scheme and with effect from the Appointed Date:**
- (a) All the secured and unsecured debts, (whether in rupees or in foreign currency), all liabilities, duties and obligations of the Transferor Company along with any charge, encumbrance, lien or security thereon (hereinafter referred to as the "said Liabilities") shall, pursuant to the applicable provisions of the Act, without any further act, instrument or deed, be and stand transferred to and vested in or deemed to have been transferred to and vested in, so as to become the debts, liabilities, duties and obligations of the Transferee Company, and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause. It is clarified that in so far as the Assets of the Transferor Company are concerned, the security or charge over such Assets or any part thereof, if any, relating to any loans, debentures or borrowing of the Transferor Company, shall, without any further act or deed continue to relate to such Assets or any part thereof, after the Effective Date and shall not relate to or be available as security in relation to any or any part of the assets of the Transferee Company.
- (b) Assets of the Transferee Company shall not relate to or be available as security in relation to the said borrowings of the Transferor Company unless the Transferee Company otherwise agrees.
- (c) Where any of the liabilities and obligations of the Transferor Company as on the Appointed Date transferred to the Transferee Company have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.
- (d) All loans raised and utilized and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Company, if any, in relation to or in connection with the Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme, pursuant to the provisions of Section 232 (3) of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

(e) The work experience, qualifications, pre-qualifications, right to use the work experience, capabilities, legacies and track record with the Government / Non – Government agencies / bodies, contracts with clients and with vendors, (including technical parameters, past performance, track record, financials etc.) of the Transferor Company acquired by reason of the completion of various projects and works and certificates of completion of projects or works issued by the clients of the Transferor Company shall in relation to or in connection with the Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to be part of and belonging to the Transferee Company and shall for all purposes be regarded as the work experience and qualification, pre-qualifications, capabilities and legacies (including technical parameters, past performance, track record, financials etc.) and certificates of completion of the Transferee Company.

C-9. For the removal of doubts it is clarified that to the extent that there are inter-company loans, deposits, obligations, balances or other outstandings including any interest thereon, as between the Transferor Company and the Transferee Company, if any, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of such assets or liabilities as the case may be.

C-10. The provisions of this Scheme as they relate to the amalgamation of the Transferor Company into 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 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.

**C-11. Date of taking effect and operative date:**

The Scheme as set out herein shall be effective from the appointed date as mentioned in this Scheme, but shall be operative from the Effective Date.

**C-12. Legal Proceedings:**

Upon the coming into effect of this Scheme, all suits, actions, legal, taxation and any other proceedings of whatsoever nature including proceedings in respect of registrations of any patent, copyright, trademark, service names or marks, or designs (the “Proceedings”) by or against the Transferor Company pending and /or arising before any judicial, quasi-judicial authority or tribunal on or before the Effective Date shall be continued and be enforced by or against the Transferee Company as effectually as if the same had been pending and/or had arisen by or against the Transferee Company.

**C-13. Contracts, Deeds and other Instruments:**

a. Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, incentives, licenses, engagements, approvals, registrations (including registrations under Software Technology Parks of India, Special Economic Zones and other registrations) and assurances and other instruments of whatsoever nature (“Contracts”) to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which have not lapsed and are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favour of the Transferee Company as the case may be and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. The Transferee Company may if and wherever necessary, enter into and/or issue and/or execute deeds, writings or confirmations at any time, enter into any tripartite arrangements, confirmations or novations prior to the Effective Date to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause.

b. 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 was 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, under the provisions of Part C of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company to

carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

#### **C-14. Directors**

Upon the coming into effect of this Scheme, the directors of the Transferor Company will not be entitled to any directorship in the Transferee Company by virtue of the provisions of this Scheme. It is however clarified that this Scheme will not affect any directorship of a person who is already a director in the Transferor Company as of the Effective Date.

#### **C-15. Saving of Concluded Transactions:**

The transfer of the Undertaking of the Transferor Company, the continuance of Proceedings and the effectiveness of Contracts as mentioned hereinabove, shall not affect any transaction or Proceedings already concluded by the Transferor Company on or before 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 if done and executed on its behalf.

#### **C-16. Re-organization of Equity Share Capital:**

As the entire Issued, Subscribed and Paid-up Equity Share Capital of the Transferor Company is held by the Transferee Company and its nominee, upon the Scheme being effective, notwithstanding anything contrary in this Scheme, the said Equity Share Capital of the Transferor Company will stand automatically cancelled and there will be no issue and allotment of Shares to the Transferee Company as the Transferee Company and its nominee are the only shareholders of the Transferor Company.

#### **C-17. Increase in the Authorised Equity Share Capital of the Transferee Company:**

- (a) Upon coming into effect of the Scheme, the Authorized Share Capital of the Transferor Company as on the Effective Date, shall be deemed to be added to the Authorized Equity Share Capital of the Transferee Company as on such date and the Transferee Company shall file the necessary application with Registrar indicating the revised Authorised Equity Share Capital as prescribed in Section 232 of the Companies Act, 2013, and any fees paid by the Transferor Company on its Authorised Share Capital prior to the amalgamation with the Transferee Company shall be set off against the fees payable by the Transferee Company on its revised Authorised Equity Share Capital.
- (b) Upon coming into effect of the Scheme, Clause no. V of the Memorandum of Association of the Transferee Company shall, without any further act, deed or instrument, be substituted by the following clause:

“The Authorised Share Capital of the Company is Rs. 26,00,00,000/- (Rupees Twenty Six Crore Only) is divided into 26,00,00,000 (Twenty Six Crore) Equity Shares of Re.1/- (Rupee One only) each, with power to increase or reduce such Capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf and with power also to divide the shares in the Capital for the time being into equity share capital and preference share capital and to attach thereto respectively any preferential qualified or special rights, privileges or conditions.”
- (c) It shall be deemed that the members of the Transferee Company have also resolved and accorded all relevant consents under Section 13 of the Companies Act, 2013. It is clarified that there will be no need to pass a separate shareholders’ resolution as required under Section 13 of the Companies Act, 2013 for the amendment of the Memorandum of Association of the Transferee Company as above.

### **PART D – ACCOUNTING TREATMENT FOR THE AMALGAMATION IN THE BOOKS OF TRANSFEEE COMPANY**

#### **D-1. General Accounting Treatment:**

- (a) With effect from the Appointed Date and upon the Scheme becoming effective, the Transferee Company shall follow pooling of interest method for the purpose of amalgamation. The unabsorbed depreciation and losses of the Transferor Company, if any, shall be treated as the unabsorbed depreciation and losses of the Transferee Company as on the Appointed Date and the Transferee Company shall be entitled to carry forward the losses and unabsorbed depreciation of the Transferor Company and to revise its tax returns and including any loss, returns, related tax deduction certificates and to claim refund, advance tax credits, etc., accordingly.

- (b) With effect from the Appointed Date and upon the Scheme becoming effective, any tax credits, tax receivables, advance /prepaid taxes, taxes deducted at source, the unabsorbed depreciation and losses of the Transferor Company shall be treated as the tax credits, tax receivables, advance /prepaid taxes, taxes deducted at source, the unabsorbed depreciation and losses of the Transferee Company as on the Appointed Date and the Transferee Company shall be entitled to claim in its tax return or in the statutorily prescribed manner the tax credits, tax receivables, advance, prepaid taxes, taxes deducted at source, set-off /carry forward the loses and unabsorbed depreciation of the Transferor Company and to revise its tax returns and including any loss, related tax deduction certificates and to claim refund, advance tax credits, tax receivables, etc., accordingly.
- (c) All assets and liabilities, including reserves, of the Transferor Company shall be recorded in the books of accounts of the Transferee Company at their existing carrying amounts and in the same form, save and except the items detailed below. The identity of the reserves shall be preserved and shall appear in the financial statements of the Transferee Company in the same form in which they appeared in the financial statements of the Transferor Company.
- (d) In case of any difference in accounting policies of the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the "Surplus in Profit & Loss" account of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position of the Transferee Company on the basis of a consistent accounting policy and in conformity with applicable standards including the Indian Accounting Standard 103 (Ind AS 103) "Business Combinations" as notified by Ministry of Corporate Affairs.
- (e) To the extent that there are inter-company loans, deposits, obligations, balances or other outstanding including any interest thereon, as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of such assets or liabilities as the case may be.
- (f) The difference between the net assets (assets less liabilities) and reserves of the Transferor Company transferred to the Transferee Company, after making the adjustments as mentioned in this Scheme above shall be adjusted in the reserves.

## **PART E – GENERAL TERMS & CONDITIONS APPLICABLE TO THE ENTIRE SCHEME**

### **E-1. Conduct of Business as and from the Appointed Date till the Effective Date:**

- (a) The Transferor Company shall carry on and be deemed to carry on its business and activities and stand possessed of its properties and assets for and on account of and in trust for the Transferee Company and all profits accruing to the Transferor Company or losses arising or incurred by it shall for all purposes be treated as the profits or losses of the Transferee Company as the case may be.
- (b) The Transferor Company hereby undertakes to carry on its business until the effective date with reasonable diligence and shall not, without the consent of the Transferee Company, alienate, charge or otherwise deal with the Undertaking or any part thereof except in the ordinary course of its business.
- (c) The Transferor Company shall not undertake any new business or any substantial expansion of its existing business or change the general character or nature of its business except with the concurrence of the Transferee Company.

### **E-2. Dividend:**

- (a) The Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective equity shareholders in respect of the accounting period after the Appointed Date and prior to the Effective Date.
- (b) The holders of the Equity Shares of the Transferor Company and the Transferee Company shall, save as expressly provided otherwise in this Scheme continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.
- (c) 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 any of the Transferor Company and /or the Transferee Company to demand or claim any dividends which, subject to the provisions of



the Act, shall be entirely at the discretion of the respective Board of Directors of the Transferor Company and the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and the Transferee Company, respectively.

**E-3. Resolutions:**

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

**E-4. Dissolution of Transferor Company:**

Pursuant to the Scheme becoming effective, the Transferor Company shall be dissolved without being wound up, without any further act, deed or instrument.

**E-5. Application to Central Government or National Company Law Tribunal:**

The Transferor Company and the Transferee Company shall with all reasonable efforts, make all applications and /or petitions under Sections 232 and other applicable provisions of the Act (as maybe necessary) to the NCLT, for sanctioning of the Scheme and for dissolution of the Transferor Company without winding up under the provisions of law and to obtain all approvals as may be required under law.

**E-6. Modification or Amendments to the Scheme:**

- (a) The Transferor Company and the Transferee Company may assent from time to time on behalf of all persons concerned to any modifications or amendments or additions to this Scheme or to any conditions or limitations which either the Boards of Directors or any Director or any other person authorised in that behalf by the concerned Board of Directors (hereinafter referred to as the "Delegates") of the Transferor Company and the Transferee Company deem fit, subject to the approval of NCLT or any other authorities under law may deem fit to approve of or impose and which the Transferor Company and the Transferee Company may in their discretion deem fit and to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or to review the position relating to the satisfaction of the conditions to this Scheme and if necessary, to waive any of those (to the extent permissible under law) for bringing this Scheme into effect. In the event that any of the conditions that may be imposed by the Tribunal or other authorities which the Transferor Company or the Transferee Company may find unacceptable for any reason, then the Transferor Company and the Transferee Company are at liberty to withdraw the Scheme. The aforesaid powers of the Transferor Company and the Transferee Company may be exercised by the Delegates of the respective Companies.
- (b) For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Delegate of the Transferor Company and Transferee Company may give and are authorised to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

**E-7. Taxes:**

- (a) Any tax liabilities under the Income Tax Act, 1961, Customs Act, 1962, Central Excise Act, 1944, State Sales Tax laws, Central Sales Tax Act, 1956, Services Tax, applicable State VAT laws or other applicable laws /regulations dealing with taxes /duties /levies (hereinafter in this Clause referred to as "Tax Laws") allocable or related to the business of the Transferor Company to the extent not provided for or covered by the provision for tax in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for taxation / duties / levies account including advance tax and tax deducted at source (TDS) as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.
- (b) Any refund under the Tax Laws due to the Transferor Company consequent to the assessment made on the Transferee 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 by the Transferee Company.



- (c) All taxes (including income tax, customs duty, service tax, etc.) paid or payable by the Transferor Company in respect of the operations and /or the profits of the business before the Appointed Date, shall be on account of the Transferor Company and, in so far as it relates to the tax payment (including, without limitation, custom duty, income tax, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- (d) The Transferee Company shall be entitled to tax benefits under Section 72A or any other provision of the Income Tax Act, 1961 towards brought forward losses and unabsorbed depreciation of the Transferor Company, if any from the taxable profits of the Transferee Company with effect from the Appointed Date. The Transferee Company shall continue to enjoy the tax benefits/concessions provided to the Transferor Company through Notifications / Circulars issued by the concerned Authorities from time to time.
- (e) All compliances with respect to advance tax, withholding taxes or tax deduction at source, service tax, VAT, other indirect taxes, etc, to be done or done by the Transferor Company in relation to the Transferred Undertaking shall for all purposes be treated as compliances to be done or done by the Transferee Company.

E-8. Scheme conditional on approval/sanctions:

This Scheme is conditional upon and subject to:

- (a) The requisite order/s passed of NCLT being obtained;
- (b) The approvals and such other sanctions, by the requisite majorities of such classes of persons, members and creditors of the Transferor Company and the Transferee Company including sanctions of any governmental or regulatory authority, as may be required by law or contract in respect of the Scheme, being obtained;
- (c) The certified copy/copies of the order/s referred to in this Scheme being filed with the Registrar of Companies, Maharashtra, Mumbai and Registrar of Companies, Maharashtra, Pune, as applicable.

E-9. The Boards of Directors of the Transferor Company and the Transferee Company shall, upon the conditions being satisfied, or upon waiver of any condition that is capable of being waived, declare the Scheme as having come into effect.

**PART F – OTHER TERMS & CONDITIONS**

F-1. In the event of any of the said sanctions and approvals not being obtained or waived and/or the Scheme not being sanctioned by the NCLT, the Scheme shall become null and void, and each party shall bear its respective costs, charges and expenses in connection with the Scheme of Amalgamation.

F-2.

- (a) In the event of this Scheme failing to take effect finally, including without limitation, due to any of the said sanctions and approvals referred to in Clause E-8 above not being obtained and /or complied with and /or satisfied and /or waived and /or this Scheme not being sanctioned by the NCLT and /or order or orders not being passed as aforesaid, this Scheme shall stand revoked /cancelled and be of no effect and become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or the shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law.
- (b) Further, the Boards of Directors of the Transferor Company and the Transferee Company, including through or by the respective Delegates shall be entitled to revoke, cancel and declare the Scheme to be of no effect if such Boards of Directors are of the view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have adverse implication on the Transferor Company and/or the Transferee Company.

F-3. If any part or provision of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company and the Transferee Company, affect the validity or implementation of the other parts and /or provisions of this Scheme. The Transferor Company (by its Board of Directors) and the Transferee

Company (by its Board of Directors), (either by themselves or authorized officers appointed by them in this behalf), may, in their full and absolute discretion, modify, vary or withdraw this Scheme prior to the Effective Date in any manner at any time.

- F-4. In the event of non-fulfillment of any or all of the obligations under this Scheme by any party towards any other party inter-se or to third parties and non-performance of which will place the other party under any obligation, then such defaulting party will indemnify all costs and interest to such other affected party.
- F-5. All costs, charges, levies and expenses including any taxes and duties of the Transferor Company and Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Company in pursuance of this Scheme shall be borne and paid by the Transferee Company.



And whose signature(s) are appended below as my/ our proxy to attend and vote (on a poll) for me/ us and on my/ our behalf at the Meeting of the equity shareholders of the Company to be held at St. Andrew’s Auditorium, Inside Andrew’s College Premises, St. Dominic Rd, St. Sebastian Colony, Bandra (West), Mumbai – 400050 on Thursday, August 24, 2017 at 2.15 p.m. and at any adjournment thereof in respect of the proposal as indicated below:

Item No.	Resolution	For	Against
1	Approval of Scheme of Amalgamation between AugmentIQ Data Sciences Private Limited ( <b>‘Transferor Company’</b> ) and Larsen & Toubro Infotech Limited ( <b>‘Transferee Company’</b> or <b>‘Applicant Company’</b> ) under Sections 230-232 of the Companies Act, 2013.		

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
Signature of the shareholder

\_\_\_\_\_  
Signature of proxy holder(s)

Affix Rupee One Revenue Stamp
--

**Note:**

1. This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meeting.
2. A proxy need not be a shareholder of the Company.
3. Alterations, if any made in the Form of Proxy should be initialled.
4. A person can act as a proxy on behalf of shareholders not exceeding fifty and holding in the aggregate not more than 10% of the total share capital of the Company carrying voting rights. A shareholder holding more than 10% of the total share capital of the 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.
5. \*\* This is only optional. Please put a ‘X’ in the appropriate column against the resolution indicated in the box. If you leave the ‘For’ or ‘Against’ column blank against any or all the resolutions, your proxy will be entitled to vote in the manner as he/ she thinks appropriate.
6. Appointing a proxy does not prevent a shareholder from attending the meeting in person if he/she so wishes.
7. In the case of jointholders, the signature of any one holder will be sufficient, but names of all the jointholders should be stated.



## LARSEN & TOUBRO INFOTECH LIMITED

CIN: U72900MH1996PLC104693

**Registered Office:** L&T House, Ballard Estate, Mumbai – 400 001

**Tel No:** +91 22 6776 6776; **Fax No:** +91 22 2858 1130

**Email:** investor@Lntinfotech.com; **Website:** www.Lntinfotech.com

### ATTENDANCE SLIP

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

DP. ID*		Folio No.	
Client ID*		No. of Share(s) held	

NAME AND ADDRESS OF THE EQUITY SHAREHOLDER (in block letters):	
NAME AND ADDRESS OF THE PROXY HOLDER (in block letters, to be filled in by the proxy attending instead of the equity shareholders):	

I hereby certify that I am a registered shareholder/ proxy for the registered shareholder of the Company.

I hereby record my presence at the meeting, convened pursuant to the Order dated the July 6, 2017 of the National Company Law Tribunal, Mumbai Bench of the equity shareholders of the Company on Thursday, August 24, 2017 at 2.15 p.m. at St. Andrew's Auditorium, Inside Andrew's College Premises, St. Dominic Rd, St. Sebastian Colony, Bandra (West), Mumbai – 400 050.

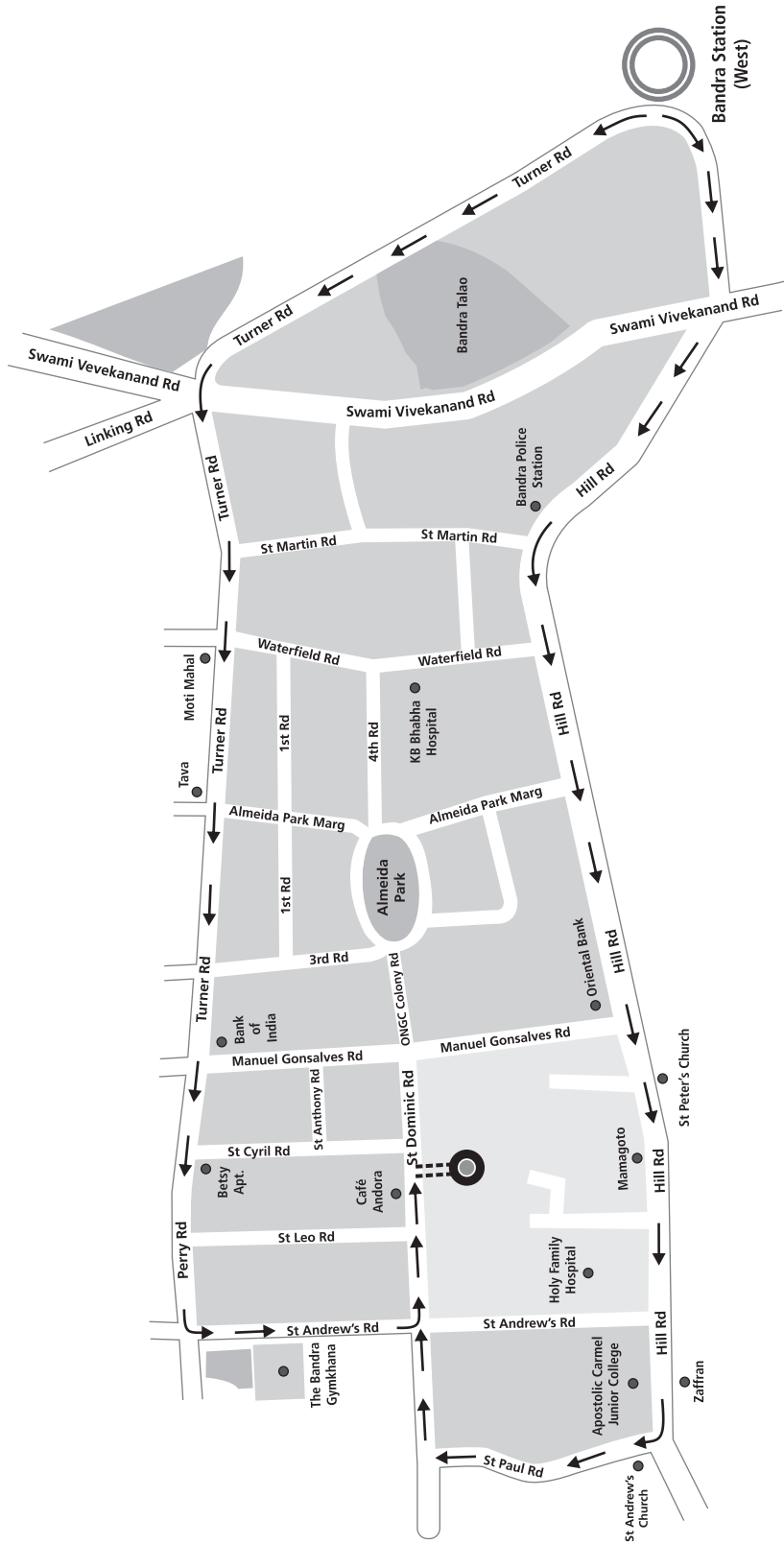
Signature of the equity shareholder or proxy holder : \_\_\_\_\_


\* Applicable for shareholders holding shares in dematerialised form.

#### Notes:

1. Equity shareholder/ proxy holder wishing to attend Meeting must bring the Attendance Slip to the Meeting when he/ she comes to the Meeting and hand it over at the gate after fixing his/ her signature on it.
2. Equity shareholder/ proxy holder desiring to attend the Meeting should bring his / her copy of the Notice for reference at the Meeting.
3. Joint shareholders may obtain additional Attendance Slip at the venue of the Meeting.

Route Map to the AGM Venue



 St. Andrew's Auditorium  
 St. Dominic Road, Bandra (West)  
 Mumbai - 400 050

