

CAPGEMINI TECHNOLOGY SERVICES INDIA LIMITED

(Formerly known as IGATE Global Solutions Limited)

Registered Office: No. 14, Rajiv Gandhi Infotech Park, Hinjawadi, Phase - III, MIDC - SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India.

Tel No.: +91-20-6699-1000; **Fax No.:** +91-20-6699-5050

CIN: U85110PN1993PLC145950

Email Id: dlcompanysecretary.ig@capgemini.com **Website:** www.in.capgemini.com

NOTICE OF MEETING OF THE EQUITY SHAREHOLDERS OF CAPGEMINI TECHNOLOGY SERVICES INDIA LIMITED AS PER THE DIRECTIONS OF THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH

Day	Wednesday
Date	27 September 2017
Time	11:00 am IST
Venue	No. 14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune- 411057

POSTAL BALLOT AND REMOTE E-VOTING

Commencing on	Monday, 28 August 2017 at 9:00 a.m. IST
Ending on	Tuesday, 26 September 2017 at 5:00 p.m. IST

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1.	Notice to the Equity Shareholders of Capgemini Technology Services India Limited under the provisions of Sections 230-232 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and as per the directions of the National Company Law Tribunal (Tribunal)	2
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6.	Audited financial statements of Capgemini Technology Services India Limited for the financial year 2016-2017	<i>Enclosed separately in the envelope containing this Notice</i>
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9.	Postal Ballot Form with instructions and Business Reply Envelope (BRE)	(In loose leaf form)

TAKE FURTHER NOTICE that 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 Transferee Company at No. 14, Rajiv Gandhi Infotech Park, Hinjawadi, Phase – III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra, India not later than 48 hours before the scheduled time of the commencement of the Meeting of the equity shareholders of the Transferee Company. Forms of proxy can also be obtained from the registered office of the Transferee Company.

TAKE FURTHER NOTICE that in compliance with the Order and the provisions of Section 230(4) read with Section 110 of the Companies Act, 2013 read with Rule 22 and other applicable provisions of the Companies (Management and Administration) Rules, 2014, the Transferee Company has provided the facility of voting by postal ballot as well as remote e-voting so as to enable the equity shareholders to consider and approve the Scheme by way of the aforesaid resolution. Accordingly, voting by equity shareholders of the Transferee Company to the Scheme shall be carried out through (i) postal ballot (ii) remote e-voting and (iii) poll at the venue of the Meeting to be held on 27 September 2017.

It is clarified that votes may be cast by the shareholders by postal ballot or remote e-voting in terms of this Notice or physically at the Meeting and casting of votes by such postal ballot or remote e-voting does not disentitle them from attending the Meeting. However, the members who have cast their votes by postal ballot or remote e-voting will not be eligible to cast their votes at the Meeting. It is further clarified that votes may be cast personally or by proxy at the Meeting as provided in this Notice. The postal ballot and remote e-voting period shall commence on Monday, 28 August 2017 at 09:00 a.m. IST and shall end on Tuesday, 26 September 2017 at 05:00 p.m. IST.

Copies of the Scheme and of the Explanatory Statement under Section 230 of the Companies Act, 2013 can be obtained free of charge at the registered office of the Transferee Company and/or at the office of the Advocates, ALMT Legal, Advocates & Solicitors, located at Free Press House, 1st Floor, 215, Free Press Journal Marg, Nariman Point, Mumbai – 400021 Maharashtra, India.

The Tribunal has appointed Shri Ramaswamy Rajaraman, Director of the Transferee Company, and, in his absence, Shri Ashwin Ashok Yardi, Director of the Transferee Company, as Chairman of the Meeting including any adjournments thereof.

The Scheme, if approved at the Meeting, will be subject to the subsequent approval of the Tribunal.

Explanatory Statement under Section 230 read with Section 102 of the Companies Act, 2013 along with copy of the Scheme and other enclosures including Proxy Form, Attendance Slip and Postal Ballot form are enclosed herewith.

Place: Mumbai
Date: 11 August 2017

Shri Ashwin Ashok Yardi
(DIN: 07799277)
Chairman appointed for the Meeting

Registered Office:

No. 14, Rajiv Gandhi Infotech Park,
Hinjawadi, Phase – III, MIDC – SEZ,
Village Man, Taluka Mulshi,
Pune – 411057, Maharashtra,
India.

Notes for the meeting of the Equity Shareholders of the Transferee Company:

- 1) Only registered Equity Shareholders of the Transferee Company may attend (either in person or by proxy or by authorised representative) at the Meeting. The authorised representative of a body corporate which is a registered Equity Shareholder of the Transferee Company may attend the Meeting provided that a certified true copy of the resolution of the Board of Directors or other governing body of the body corporate authorizing such representative to attend and vote at the Meeting is deposited at the Registered Office of the Transferee Company not later than 48 hours before the scheduled time of the commencement of the Meeting of the Equity Shareholders of the Transferee Company.
- 2) A MEMBER ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HIMSELF AND SUCH PROXY NEED NOT BE A MEMBER OF THE TRANSFEE COMPANY. The Form of Proxy duly completed should, however, be deposited at the Registered Office of the Transferee Company not later than 48 hours before the scheduled time of the commencement of the Meeting of the Equity Shareholders of the Transferee Company.
- 3) A person can act as a proxy on behalf of Members not exceeding 50 (fifty) and holding in aggregate not more than 10% of the total share capital of the Transferee Company carrying voting rights. A Member holding more than 10% of the total share capital of the Transferee 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 Member.
- 4) It is further clarified that the Proxies can only vote on Poll at the Meeting and not through any other mode.
- 5) A registered Equity Shareholder or his Proxy or authorized representative is requested to bring copy of the notice to the Meeting and produce at the entrance of the Meeting venue, the attendance slip duly completed and signed.
- 6) Members are informed that in case of joint holders attending the Meeting, only such joint holder whose name stands first in the Register of Members of the Transferee Company/ list of beneficial owners as received from National Securities Depository Limited (“NSDL”) /Central Depository Services (India) Limited (“CDSL”) (collectively referred to as “Depositories”) in respect of such joint holding will be entitled to vote.

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- 7) In compliance with the Order, the Notice is being sent to all the equity shareholders of the Transferee Company whose names appear in the Register of Members/Beneficial Owners as per the details furnished by the Depositories as on Friday, 11 August 2017 i.e. Record date. This Notice of the Tribunal convened Meeting of Equity Shareholders of the Transferee Company is also displayed / posted on the website of the Transferee Company at www.in.capgemini.com and on the website of Karvy Computershare Private Limited <https://evoting.karvy.com>.
 - 8) In compliance with the Order, the provisions of Section 230(4) read with Section 108 and 110 of the Companies Act, 2013 read with Rule 20 and Rule 22 of the Companies (Management and Administration) Rules, 2014, the Transferee Company has provided the facility to the Equity Shareholders to cast their votes either by way of postal ballot or through remote e-voting facility, prior to the Meeting and by way of poll at the Meeting.
 - 9) Voting rights shall be reckoned on the paid-up value of the shares registered in the names of Equity Shareholders as on Friday, 11 August 2017. Persons who are not Equity Shareholders of the Transferee Company as on the Record date i.e. Friday, 11 August 2017 should treat this Notice for information purposes only.
 - 10) The voting period for postal ballot and remote e-voting shall commence on and from **Monday, 28 August 2017 at 09:00 a.m IST** and end on **Tuesday, 26 September 2017 at 05:00 p.m. IST** (inclusive of both the days).
 - 11) The Equity Shareholder(s) can opt for only one mode of voting. If the Equity Shareholder has opted for remote e-voting, then he/she should not vote by postal ballot. However, in case any Equity Shareholder casts their vote both via postal ballot and remote e-voting, then voting through remote e-voting shall prevail and voting done by postal ballot shall be treated as invalid.
 - 12) It is clarified that votes may be cast by Equity Shareholders either by postal ballot or remote e-voting and casting of votes by postal ballot or remote e-voting does not disentitle them from attending the Meeting. The Equity Shareholder, after exercising his/her right to vote through postal ballot or remote e-voting, shall not be allowed to vote again at the Meeting.
 - 13) A postal ballot form along with self-addressed postage pre-paid business reply envelope is also enclosed.
 - 14) Members are requested to carefully read the instructions printed on the postal ballot form and return the form duly completed with assent (for) or dissent (against), in the enclosed business reply envelope, so as to reach the Scrutinizer on or before Tuesday, 26 September 2017 at 5.00 p.m. IST. Postal Ballot Form(s), if sent by courier or by registered post / speed post at the expense of the Equity Shareholder will also be accepted. Postal Ballot Form(s), received after 5.00 p.m. IST on Tuesday, 26 September 2017 shall be considered as invalid.
 - 15) In case an Equity Shareholder is desirous of obtaining a printed duplicate postal ballot form, he or she may send request by letter at the corporate office of the Transferee Company or send e-mail from their registered email id to dlcompanysecretary.ig@capgemini.com or einward.ris@karvy.com. or write to Karvy Computershare Private Limited, Unit: Capgemini Technology Services India Limited at Karvy Selenium, Tower B, Plot 31 & 32, Gachibowli, Financial District, Nanakramguda, Hyderabad-500 032 Contact person: Anandan K. The Registrar and Share Transfer Agents / Company shall forward the same along with postage prepaid self-addressed Business Reply Envelope to the Member.
 - 16) Mr. Shailesh Indapurkar, Practicing Company Secretary, failing him, Mr. Vishwas Bokil, Practicing Company Secretary, has been appointed by the Tribunal, as the Scrutinizer to scrutinize the voting by postal ballot, remote e-voting and poll process.
 - 17) The Scrutinizer will submit his consolidated report to the Chairman of the Meeting after scrutinizing the voting made by the Equity Shareholders through postal ballots, remote e-voting and poll. The result of the voting on the resolutions at the Meeting shall be announced by the Chairman of the Meeting, on or before Tuesday, 3 October, 2017. The results will be posted on the website of the Transferee Company at www.in.capgemini.com and on Karvy Computershare Private Limited <https://evoting.karvy.com>, as well as on the notice board of the Transferee Company at its registered office and corporate office.
 - 18) Relevant documents referred to in the Notice and the Explanatory Statement are open for inspection by the Equity Shareholders at the registered office of the Transferee Company on all working days, except Saturdays and Sundays, between 11.00 a.m. and 3.00 p.m. up to the date of the Meeting and at the Meeting during the meeting hours.
 - 19) Pursuant to Section 101 and 136 of the Companies Act, 2013 read with the Rules made thereunder, (including any statutory modification(s), clarifications, exemptions or re-enactments thereof for the time being in force) the Notice is being sent by electronic mode to those Equity Shareholders whose e-mail addresses are registered with the Depositories or the Transferee Company's RTA, unless the Equity Shareholders have requested for a physical copy of the same. However, in case an Equity Shareholder wishes to receive a physical copy of the Notice, he/she is requested to send an e-mail from his / her registered email id to dlcompanysecretary.ig@capgemini.com or einward.ris@karvy.com, duly quoting his/her DP ID and Client ID or the Folio number, as the case may be. For Equity Shareholders who have not registered their e-mail addresses, physical copies of the Notice are being sent by the permitted mode.
 - 20) The Members may contact Mr. Anandan K, Manager Karvy Computershare Private Limited at or to address the grievances connected with respect to e-voting for Postal Ballot and remote e-voting.
 - 21) **Voting through electronic means - Remote E-voting.**
 - a) In accordance with the applicable provisions of the Companies Act, 2013, read with Companies (Management and Administration) Rules, 2014 including the amendments thereto, the Transferee Company is pleased to provide facility to its members, to cast their vote electronically for the resolution proposed at the Tribunal Convened Meeting of the Transferee Company. The Transferee Company has appointed Karvy Computershare Private Limited to provide remote e-voting facility to its members.

The voting right of shareholders shall be in proportion to one vote per fully paid equity share of the Transferee Company held by them as on Friday, 11 August 2017, being the Record date.

b) The procedure and instructions for remote e-voting are as under: **The instructions for shareholders voting electronically are as under:**

- i. Open your web browser during the voting period and navigate to <https://evoting.karvy.com>.
- ii. Enter the login credentials, i.e. user-id & password, mentioned on the Attendance Slip / Email forwarded through the electronic notice:

User ID	For shareholder(s)/ Beneficial Owner(s) holding Shares In Demat Form:- a. For NSDL:- 8 Characters DP ID Followed By 8 Digits Client ID b. For CDSL:- 16 Digits Beneficiary ID For Members holding shares in Physical Form:- Folio Number registered with the Company
Password	Your Unique password is printed on the Meeting Attendance Slip / sent via email forwarded through the electronic notice.
Captcha	Enter the Verification code for Security reasons, i.e., please enter the alphabets and numbers in the exact way as they are displayed.

- iii. After entering these details appropriately, click on "LOGIN".
- iv. Members holding shares in Demat / Physical form will now reach password change menu wherein they are required to mandatorily change their login password in the new password field. The new password has to be minimum eight characters consisting of at least one upper case (A-Z), one lower case (a-z), one numeric value (0-9) and a special character (like *, #, @, etc.). Kindly note that this password can be used by the Demat holders for voting for resolution of any other company on which they are eligible to vote, provided that such company opts for e-voting through Karvy's e-Voting platform. System will prompt you to change your password and update any contact details like mobile #, email ID., etc on first login. You may also enter the Secret Question and answer of your choice to retrieve your password in case you forget it. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential. Kindly ensure that you note down your password for future reference. In case you forget it, you will need to go through 'Forgot Password' option available on the Karvy's e-voting website to reset the same.
- v. You need to login again with the new credentials.
- vi. On successful login, system will prompt to select the 'Event', i.e. 'Capgemini Technology Services India Limited'
- vii. If you are holding shares in Demat form and had logged on to <https://evoting.karvy.com> and casted your vote earlier for any other company, then your existing login id and password are to be used.
- viii. On the voting page, you will see Resolution Description and against the same the option 'FOR/AGAINST/ABSTAIN' for voting.
- ix. Enter the number of shares under 'FOR/AGAINST/ABSTAIN' or alternatively you may partially enter any number in 'FOR' and partially in 'AGAINST', but the total number in 'FOR/AGAINST' taken together should not exceed your total shareholding. If you do not want to cast a vote, you may select 'ABSTAIN'.
- x. After selecting the resolution if you have decided to cast vote on the same, click on "SUBMIT" and 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.
- xi. Once you 'CONFIRM' your vote on the resolution, you will not be allowed to modify your vote.
- xii. Corporate / Institutional Members (corporate / FIs / FIIs / Trust / Mutual Funds / Banks, etc.) are required to send scanned copy (PDF format) of the relevant Board resolution to the Scrutinizer through e-mail to indapurkarcs@gmail.com with a copy to evoting@karvy.com. The file scanned image / pdf file of the Board Resolution should be in the naming format "Corporate Name".
- xiii. Once you have cast your vote on a resolution you will not be allowed to modify it subsequently. Kindly note that once you have cast your vote you cannot modify or vote on poll at the Tribunal Convened Meeting. However, you can attend the meeting and participate in the discussions, if any.
- xiv. The Portal will remain open for voting from: **Monday, 28 August 2017 at 09:00 a.m. to Tuesday, 26 September 2017 at 05:00 p.m.** (both days inclusive). The e-voting portal shall be disabled by Karvy thereafter.
- xv. In case of any queries, you may refer the Frequently Asked Questions (FAQs) for shareholders and e-voting User Manual for Shareholders available at the download section of <https://evoting.karvy.com>. In case of any grievances, you may contact Mr. Anandan K of Karvy Computershare Private Limited at 040-67161591 or at 1800-3454-001 (toll free); email: einward.ris@karvy.com.
- xvi. The results declared along with the Scrutinizer's Report(s) will be placed on the website of the Company (www.in.capgemini.com) and on Karvy's website (<https://evoting.karvy.com>) immediately after it is declared by the Chairman, or any other person authorised by the Chairman.

Enclosures: As above

THE FOLLOWING ARE THE DETAILS OF TRANSFEROR COMPANY AND TRANSFEREE COMPANY AS REQUIRED UNDER RULE 6(3) OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016:

1. Details of the order of the Tribunal directing the calling, convening and conducting of the meeting:-
 - (a) Date of the Order: 10 August 2017
 - (b) Day, date, time and venue of the meeting: Wednesday, 27 September 2017 at 11.00 a.m. The venue of the meeting is No. 14, Rajiv Gandhi Infotech Park, Hinjawadi, Phase - III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India.
2. Details of the Companies:

TRANSFEROR COMPANY:

Sr. No.	Category	Particulars
1.	CIN	U74140PN1999PLC164626
2.	Permanent Account Number	AABC11844G
3.	Name of the Transferor Company	IGATE Infrastructure Management Services Limited
4.	Date of Incorporation	18 August 1999
5.	Type of Transferor Company	Public Limited Company
6.	Registered Office of the Transferor Company and email id	Plot No. 14, Rajiv Gandhi Infotech Park, Hinjawadi, Phase - III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India Email ID: Mukund.Srinath@capgemini.com
7.	Main Objects of the Transferor Company as per the Memorandum of Association	<ol style="list-style-type: none"> 1) <i>To carry on anywhere in India or abroad the business as consultants, assemblers, job-workers, service providers, makers, designers, developers, importers, exporters, franchises, distributors, investors, agents and dealers in any electronic and electrical items, gadgets, equipments and accessories particularly those pertaining to telecommunications, computers, computer aides system/communication, related tool, equipment and parts, computer hardwares and softwares, internet, internet related/based services, e-commerce network, multimedia products and systems, information technology services, providing v-sat implementation services, virtual private networks, undertake development of markets of any new products, explore new avenues and potentials of existing markets of existing products, develop and improve new marketing techniques for any client concerns, undertake facilities management and network management undertake research programmes and business surveys, act as data banks, data processors, offer any business or other marketing or technical consultancy services in any traditional or non-traditional fields and provide such business and other utilities services as may be required by any client concerns.</i> 2) <i>To do business research and development of new computer software and hardware products, including computer - aided communication, network and multimedia products and systems.</i> 3) <i>To do business of maintenance, support and services of computer software, hardware network and computer-aided communication and multimedia products and systems, internet services providers by way opening direct work centres of giving franchise or network to others for the same.</i> 4) <i>To train and send computer software technicians, developers and agents on a professional service basis to domestic market or abroad to foreign markets, with those sent abroad as on export of technical manpower service.</i> 5) <i>To do business of giving technical training in computer software, hardware and networks, and Computer aided communications, internet and multimedia products and systems, opening and running technical training centres including computer education institute, polytechnic and any other institution in the fields of computer education, and development either on its own or franchise centres, in any part of the Country or abroad.</i> 6) <i>To translate operational manuals, technical guidebooks, catalogues, and test materials related to computer software and hardware along with any kind of manuscript, published books and articles on electronic media or otherwise.</i>

Sr. No.	Category	Particulars																																																									
8.	Details of change of name registered office and objects of the Transferor Company during the last five years	<p>Change in Name During the last five years, the Transferor Company has not changed its name</p> <p>Change in Registered Office During the last five years, the Transferor Company has shifted its registered office from No. 158-162(P) & 165(P) – 170(P), EPIP Phase II, Whitefield, Bangalore – 560 066 to No. 14, Rajiv Gandhi Infotech Park, Hinjawadi, Phase – III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra, India on 24 May, 2016.</p> <p>Change in Objects The Transferor Company has not changed its objects during the last five years.</p>																																																									
9.	Name of stock exchanges (s) where securities of the Transferor Company are listed, if applicable	As on the date of this notice, the securities of the Transferor Company are not listed on any recognised stock exchange.																																																									
10.	Details of the capital structure of the Transferor Company	<table border="1"> <thead> <tr> <th>Particulars</th> <th>Amount (in Rs)</th> </tr> </thead> <tbody> <tr> <td colspan="2">Authorized Share Capital</td> </tr> <tr> <td>6,000,000 equity shares of Rs. 10 each</td> <td>60,000,000</td> </tr> <tr> <td>TOTAL</td> <td>60,000,000</td> </tr> <tr> <td colspan="2">Issued, subscribed and paid-up Share Capital</td> </tr> <tr> <td>2,857,877 equity shares of Rs.10 each</td> <td>28,578,770</td> </tr> <tr> <td>TOTAL</td> <td>28,578,770</td> </tr> </tbody> </table>	Particulars	Amount (in Rs)	Authorized Share Capital		6,000,000 equity shares of Rs. 10 each	60,000,000	TOTAL	60,000,000	Issued, subscribed and paid-up Share Capital		2,857,877 equity shares of Rs.10 each	28,578,770	TOTAL	28,578,770																																											
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11.	Name of the promoters and directors along with their address	<table border="1"> <thead> <tr> <th>Sr.No.</th> <th>Name</th> <th>Address</th> </tr> </thead> <tbody> <tr> <td colspan="3">Promoters (At the time of incorporation of IIMSL)</td> </tr> <tr> <td>1.</td> <td>Mr. Karan Puri</td> <td>E-210, Sector-21, Noida</td> </tr> <tr> <td>2.</td> <td>Mr. Hemant Kohli</td> <td>46, Vasant Aptmts., Mayur Vihar, Phase-I, New Delhi-91</td> </tr> <tr> <td>3.</td> <td>Mr. Rohitasava Chand</td> <td>B-19, Defence Colony, New Delhi-110019</td> </tr> <tr> <td colspan="3">Sr.No. Name Address</td> </tr> <tr> <td colspan="3">Promoters (Post acquisition of shares by CTSIL)</td> </tr> <tr> <td>1.</td> <td>Capgemini Technology Services India Limited</td> <td>No 14, Rajiv Gandhi Infotech Park, Hinjawadi, Phase – III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra, India</td> </tr> <tr> <td>2.</td> <td>Mr. Mukund Srinath (as a nominee of Capgemini Technology Services India Limited)</td> <td>Sobha Morzaria Grandeur, A2-143, No.4 Bannerghatta Main Road, Bangalore Diary Circle Bengaluru - 560029</td> </tr> <tr> <td>3.</td> <td>Mr. Sujit Sircar (as a nominee of Capgemini Technology Services India Limited)</td> <td>No. 402, Vars Casa Rosa, 1st Main, Pai La Old Madras Road, Bangalore – 560016</td> </tr> <tr> <td>4.</td> <td>Mr. D Srinivasan (as a nominee of Capgemini Technology Services India Limited)</td> <td>158-162 (P) & 165 – 170(P), EPIP Phase II, Whitefield, Bangalore 560 066, India</td> </tr> <tr> <td>5.</td> <td>Mr. Sudhakar Shetty (as a nominee of Capgemini Technology Services India Limited)</td> <td>158-162 (P) & 165 – 170(P), EPIP Phase II, Whitefield, Bangalore 560 066, India</td> </tr> <tr> <td>6.</td> <td>Mr. Pramod Shetty (as a nominee of Capgemini Technology Services India Limited)</td> <td>158-162 (P) & 165 – 170(P), EPIP Phase II, Whitefield, Bangalore 560 066, India</td> </tr> <tr> <td>7.</td> <td>Mr. B. Chandra Shekar (as a nominee of Capgemini Technology Services India Limited)</td> <td>158-162 (P) & 165 – 170(P), EPIP Phase II, Whitefield, Bangalore 560 066, India</td> </tr> <tr> <td colspan="3">Sr.No. Name Address</td> </tr> <tr> <td colspan="3">Directors</td> </tr> <tr> <td>1.</td> <td>Mr. Mukund Srinath</td> <td>Sobha Morzaria Grandeur, A2-143, No.4 Bannerghatta Main Road, Bangalore Diary Circle, Bengaluru - 560029</td> </tr> <tr> <td>2.</td> <td>Mr. Sujit Sircar</td> <td>No. 402, Vars Casa Rosa, 1st Main, Pai Layout Old Madras Road, Bangalore – 560016</td> </tr> <tr> <td>3.</td> <td>Mr. Rajesh Ramdas</td> <td>Unitech Heights Towers - 5, Flat no. 1002, Sector CHI-3, Plot no. GH-5 Greater Noida 201310 UP</td> </tr> </tbody> </table>	Sr.No.	Name	Address	Promoters (At the time of incorporation of IIMSL)			1.	Mr. Karan Puri	E-210, Sector-21, Noida	2.	Mr. Hemant Kohli	46, Vasant Aptmts., Mayur Vihar, Phase-I, New Delhi-91	3.	Mr. Rohitasava Chand	B-19, Defence Colony, New Delhi-110019	Sr.No. Name Address			Promoters (Post acquisition of shares by CTSIL)			1.	Capgemini Technology Services India Limited	No 14, Rajiv Gandhi Infotech Park, Hinjawadi, Phase – III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra, India	2.	Mr. Mukund Srinath (as a nominee of Capgemini Technology Services India Limited)	Sobha Morzaria Grandeur, A2-143, No.4 Bannerghatta Main Road, Bangalore Diary Circle Bengaluru - 560029	3.	Mr. Sujit Sircar (as a nominee of Capgemini Technology Services India Limited)	No. 402, Vars Casa Rosa, 1st Main, Pai La Old Madras Road, Bangalore – 560016	4.	Mr. D Srinivasan (as a nominee of Capgemini Technology Services India Limited)	158-162 (P) & 165 – 170(P), EPIP Phase II, Whitefield, Bangalore 560 066, India	5.	Mr. Sudhakar Shetty (as a nominee of Capgemini Technology Services India Limited)	158-162 (P) & 165 – 170(P), EPIP Phase II, Whitefield, Bangalore 560 066, India	6.	Mr. Pramod Shetty (as a nominee of Capgemini Technology Services India Limited)	158-162 (P) & 165 – 170(P), EPIP Phase II, Whitefield, Bangalore 560 066, India	7.	Mr. B. Chandra Shekar (as a nominee of Capgemini Technology Services India Limited)	158-162 (P) & 165 – 170(P), EPIP Phase II, Whitefield, Bangalore 560 066, India	Sr.No. Name Address			Directors			1.	Mr. Mukund Srinath	Sobha Morzaria Grandeur, A2-143, No.4 Bannerghatta Main Road, Bangalore Diary Circle, Bengaluru - 560029	2.	Mr. Sujit Sircar	No. 402, Vars Casa Rosa, 1st Main, Pai Layout Old Madras Road, Bangalore – 560016	3.	Mr. Rajesh Ramdas	Unitech Heights Towers - 5, Flat no. 1002, Sector CHI-3, Plot no. GH-5 Greater Noida 201310 UP
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Promoters (At the time of incorporation of IIMSL)																																																											
1.	Mr. Karan Puri	E-210, Sector-21, Noida																																																									
2.	Mr. Hemant Kohli	46, Vasant Aptmts., Mayur Vihar, Phase-I, New Delhi-91																																																									
3.	Mr. Rohitasava Chand	B-19, Defence Colony, New Delhi-110019																																																									
Sr.No. Name Address																																																											
Promoters (Post acquisition of shares by CTSIL)																																																											
1.	Capgemini Technology Services India Limited	No 14, Rajiv Gandhi Infotech Park, Hinjawadi, Phase – III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra, India																																																									
2.	Mr. Mukund Srinath (as a nominee of Capgemini Technology Services India Limited)	Sobha Morzaria Grandeur, A2-143, No.4 Bannerghatta Main Road, Bangalore Diary Circle Bengaluru - 560029																																																									
3.	Mr. Sujit Sircar (as a nominee of Capgemini Technology Services India Limited)	No. 402, Vars Casa Rosa, 1st Main, Pai La Old Madras Road, Bangalore – 560016																																																									
4.	Mr. D Srinivasan (as a nominee of Capgemini Technology Services India Limited)	158-162 (P) & 165 – 170(P), EPIP Phase II, Whitefield, Bangalore 560 066, India																																																									
5.	Mr. Sudhakar Shetty (as a nominee of Capgemini Technology Services India Limited)	158-162 (P) & 165 – 170(P), EPIP Phase II, Whitefield, Bangalore 560 066, India																																																									
6.	Mr. Pramod Shetty (as a nominee of Capgemini Technology Services India Limited)	158-162 (P) & 165 – 170(P), EPIP Phase II, Whitefield, Bangalore 560 066, India																																																									
7.	Mr. B. Chandra Shekar (as a nominee of Capgemini Technology Services India Limited)	158-162 (P) & 165 – 170(P), EPIP Phase II, Whitefield, Bangalore 560 066, India																																																									
Sr.No. Name Address																																																											
Directors																																																											
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2.	Mr. Sujit Sircar	No. 402, Vars Casa Rosa, 1st Main, Pai Layout Old Madras Road, Bangalore – 560016																																																									
3.	Mr. Rajesh Ramdas	Unitech Heights Towers - 5, Flat no. 1002, Sector CHI-3, Plot no. GH-5 Greater Noida 201310 UP																																																									

Sr. No.	Category	Particulars
12.	If the scheme of compromise or arrangement relates to more than one company, the fact and details of any relationship subsisting between such companies who are parties to such scheme of compromise or arrangement, including holding, subsidiary or of associate companies.	<p>The entire share capital of the Transferor Company is, directly or indirectly held by the Transferee Company (and its nominees). In other words, the Transferor Company is the wholly-owned subsidiary of the Transferee Company.</p> <p>The Transferor Company and the Transferee Company have one common director i.e. Mr. Sujit Sircar. The current promoters of the Transferor Company are the Transferee Company and / or its nominees.</p>
13.	The date of the Board meeting at which the scheme was approved by the Board of directors including the name of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote/ participate on such resolution.	<p>The Board of Directors of the Transferor Company originally approved the Scheme of Arrangement on 18 July, 2016.</p> <p>The following Directors unanimously voted in favour of the resolution:</p> <ol style="list-style-type: none"> 1. Mr. Mukund Srinath 2. Mr. Sujit Sircar 3. Mr. Rajesh Ramdas <p>All the Directors present in the meeting dated 18 July, 2016 have voted in favour of the resolution.</p> <p>Subsequently, the Board of Directors of the Transferor Company passed necessary resolutions on 22 June, 2017 to approve certain amendments to be carried out in the proposed Scheme of Arrangement.</p> <p>The following Directors unanimously voted in favour of the resolution:</p> <ol style="list-style-type: none"> 1. Mr. Mukund Srinath 2. Mr. Sujit Sircar 3. Mr. Mr. Rajesh Ramdas <p>All the Directors present in the meeting dated 22 June, 2017 have voted in favour of the resolution.</p>

TRANSFEREE COMPANY:

1.	CIN	U85110PN1993PLC145950
2.	Permanent Account Number	AABCM4573E
3.	Name of the Transferee Company	Capgemini Technology Services India Limited
4.	Date of Incorporation	27 December 1993
5.	Type of company	Public Limited Company
6.	Registered Office of the Transferee Company and email id	<p>No 14, Rajiv Gandhi Infotech Park, Hinjawadi, Phase – III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra, India</p> <p>Email id: armin.billimoria@capgemini.com</p>
7.	Main Objects of the Transferee Company as per the Memorandum of Association	<ol style="list-style-type: none"> 1. <i>To develop, establish, improve, design, market, export, maintain, revise and rework, sell, hire, license or transfer by any other manner, train personnel in software programmes and programmed products of all description or to give out personnel on hire or otherwise on secondment to carry out any or all the aforesaid activities, to develop hardware, design and produce prototypes of electronic equipment and to manufacture electronic equipment and to import or export software, hardware and all types of equipment, to render all such services as are required by customers in relation to processing of information and in relation to all inputs and use thereof in data processing equipment and in the interpretation, application and use of output whether at the Company's establishments or elsewhere.</i> 2. <i>To manufacture, purchase, sell or otherwise transfer, write, rewrite, create, develop, maintain, improve, enhance, engineer, re-engineer, reverse engineer, process, program, research, revise, convert, hire, rent, lease, subcontract, acquire, export, import, buy, operate, fabricate, make, assemble, design, charter, remake, recondition, work upon or otherwise deal in any electronic or electrical, electromechanical product, machine, apparatus, appliance systems, software procedures, peripheral products, computers by whatever name called, tabulators, data recording, storing, processing and transmitting machine and systems thereof, components, electronic calculators, electrical and electromechanical accounting systems, electronic technical produce and systems,</i>

Sr. No.	Category	Particulars
		<p><i>machines for data printing, products which possess an internal intelligence for recognizing and correlating any type of data or information, recognizing memory systems and optical scanning terminals, copying, reproducing and distributing machines, check signing, protecting and disbursing equipment, machine for facsimile reproduction and transmission, data processor, word processor, facilities, accessories equipments and devices and all kinds and for all purposes and any products or components thereof and to provide complete software or computer based solutions, data processing services, consultancy in information technology and information systems, selection of software and hardware, to design, develop, license and market software products and packages including software-related audio visual programs, computer graphics, computer aided design and computer aided manufacture packages and to deal in materials or articles used therewith and any or all machine, appliance, apparatus, devices, material, substance, articles and things, business forms and supplies of any similar, identical or analogous nature or any other such articles or things used in relation or connection therewith.</i></p> <p>3. <i>To render technical and associated services and maintenance of or in connection with any machine, equipment, device, appliance apparatus, article or thing and any machine for data or information preparation, recording, registering, perforating, processing, transmitting, tabulating and printing to provide consultancy related to preparation and maintenance of accounting, statistical, mathematical, scientific, production, planning, budgeting, marketing, distribution human resources and other programmes, collecting and processing information and reports in connection therewith, systems analysis and machine servicing, for solving all problems relating to management of business and advising in connection therewith and to give on hire, sell either on instalment any product or service related to data processing such as hardware, software, personnel time and other related facilities, services supplies etc. in connection with the business referred to in sub clauses (1) and (2) above and to carry on all types of information Technology enabled services including back office operations like Accounting, Finance, Information Technology Solutions, Software Development, Call Centres, Remote processing of claims and policies, Human Resources, Legal and Secretarial and the like related to any business whether in India or overseas commonly known and referred to as Business Process Outsourcing activities.</i></p> <p>4. <i>To establish, maintain or conduct training schools, courses and programmes and bureaus in connection with software programmes and programme products of all description and the use, purchase, sale, remake, recondition, repair, maintenance, hire or otherwise deal in any electronic, electrical, electromechanical product, machine, appliance, apparatus, equipment such other article or thing or any machine for data or information preparation, recording, registering, perforating, processing, transmitting, tabulating and printing in connection with the business referred to in sub clause (1) and (2) above.</i></p> <p>5. <i>To carry on business of consultants, advisors and counsellors and to provide consulting, advisory and counselling services in all sectors of industry, trade, business and commerce including but not limited to information technology, automotive products, food products, chemicals, dyes, pharmaceuticals, oils and gas, petroleum products, consumer electronics, defense, telecommunications, lasers, machine tools, software, steel, core sector, industries, power generation and electricity, finance, banking, insurance, factoring, satellite distribution systems, and in all areas and spheres, including Business re-engineering and re-structuring; Corporate Planning; Cost reduction; Custodial services; Development of Business Strategies; Information Systems Planning; Environment Auditing and safety and health management; Low - orbit satellite development; Management training and development; Market assessment; Mergers and Acquisitions; New Product creation; outsourcing in general, process outsourcing including business, legal, organization development; securities and issue management; strategic alliances; Strategy development; Technology assessment; Enterprise Resource Planning Package strategy, and implementation of various technologies and systems including hardware and software and to provide such services to Indian and foreign governments, states, dominions, sovereigns, public authorities or bodies schools, colleges, universities, or any person, firm, company corporation, body corporate, society, association of persons, body, forum whether in corporate or not, whether in the private or public sector and whether profit oriented or not.</i></p> <p>6. <i>To carry on the business of financial consultants, advisors and counsellors, to advise and assist in preparation of all revenues and capital budgets deployment of funds, long term planning of utilization of resources for rehabilitation, renewal and expansion leverage and financial restructuring, amalgamation diversification</i></p>

Sr. No.	Category	Particulars
		<p><i>and modernization, to assess the need for short term and long term funds and assist in the raising of resources.</i></p> <p>7. <i>To conduct, establish and operate technology parks and centers for development of software and hardware and all types of electronic equipment and to equip such parks and centers with satellite communication facilities, digital communication facilities, power systems terminals, uninterrupted power and all other facilities and infrastructure and to allow their use on any time sharing or other basis.</i></p> <p>8. <i>To establish, develop, maintain, organize, undertake, manage, operate and conduct in India or abroad, software development, testing and other allied activities for any person, association of persons or bodies corporate.</i></p> <p>9. <i>To establish, run, or give licenses to third parties for establishing franchisees and institutes where general information technology, scientific, commercial, engineering or any other type of education and training in computers and electronics may be imparted, subject to such regulations as may be laid down by the appropriate authorities from time to time.</i></p> <p>10. <i>To carry on all kinds of research and development activities including research in the fields of computer technology, software technology, artificial intelligence and electronics in general.</i></p>
8.	Details of change of name registered office and objects of the Transferee Company during the last five years	<p>Changes in the Name of the Transferee Company in the last five years During the last five years, the Transferee Company has changed its name from "IGATE Global Solutions Limited" to "Capgemini Technology Services India Limited" on 16 December 2016.</p> <p>Changes in the Registered Office of the Transferee Company in the last five years During the last five years, the Transferee Company has shifted its registered office from:</p> <p>(i) No. 158-162 (P) & 165(P)-170(P), EPIP Phase II, Whitefield, Bangalore – 560 066, Karnataka, India to Level II, Tower 3, Cyber City, Magarpatta City, Hadapsar, Pune – 411013, Maharashtra, India on 14 January 2013;</p> <p>(ii) Level II, Tower 3, Cyber City, Magarpatta City, Hadapsar, Pune – 411013, Maharashtra, India to No. 14, Rajiv Gandhi Infotech Park, Hinjawadi, Phase – III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune, Maharashtra, India – 411 057 on 7 September 2015.</p> <p>Changes in the Objects of the Transferee Company in the last five years During the last five years, the objects of the Transferee Company have been amended on 29 September 2016 and 24 April, 2017.</p> <p>Prior to 29 September 2016, the main objects of the Transferee Company were as follows:</p> <p>"A) <i>The main Objects to be pursued by the Company on its incorporation are :-</i></p> <p>1. <i>To develop, improve, design maintain, revise and rework, sell, hire, license or transfer by any other manner, train personnel in software programmes and programmed products of all description or to give out personnel on hire or otherwise on secondment to carry out any or all the aforesaid activities, to render all such services as are required by customers in relation to processing of information and in relation to all inputs and use thereof in data processing equipment and in the interpretation, application and use of output whether at the Company's establishments or elsewhere.</i></p> <p>2. <i>To manufacture, purchase, sell or otherwise transfer, hire, rent, export, import, operate, fabricate, make, assemble, design, charter, remake, recondition, work upon or otherwise deal in any electronic or electrical, electromechanical product, machine, apparatus, appliance systems, software procedures, peripheral products, computers by whatever name called, tabulators, data recording, storing, processing and transmitting machine and systems thereof, components, electronic calculators, electrical and electromechanical accounting systems, electronic technical produce and systems, machines for data printing, products which possess an internal intelligence for recognizing and correlating any type of data or information, recognizing memory systems and optical scanning terminals, copying, reproducing and distributing machines, check signing, protecting and disbursing equipment, machine for facsimile reproduction</i></p>

Sr. No.	Category	Particulars
		<p><i>and transmission, data processor, word processor, facilities, accessories equipments and devices and all kinds and for all purposes and any products or components thereof and deal in materials or articles used therewith and any or all machine, appliance, apparatus, devices, material, substance, articles and things, business forms and supplied of any similar, identical or analogous nature or any other such articles or things used in relation or connection therewith.</i></p> <p>3. <i>To render technical and associated services and maintenance of or in connection with any machine, equipment, device, appliance apparatus, article or thing and any machine for data or information preparation, recording, registering, perforating, processing, transmitting, tabulating and printing to provide consultancy related to preparation and maintenance of accounting, statistical, mathematical, scientific, production, planning, budgeting, marketing, distribution human resources and other programmes, collecting and processing information and reports in connection therewith, systems analysis and machine servicing, for solving all problems relating to management of business and advising in connection therewith and to give on hire, sell either on installment any product or service related to data processing such as hardware, software, personnel time and other related facilities, services supplies etc. in connection with the business referred to in sub clauses (1) and (2) above.</i></p> <p>4. <i>To establish, maintain or conduct training schools, courses and programmes and bureaus in connection with software programmes and programme products of all description and the use, purchase, sale, remake, recondition, repair, maintenance, hire or otherwise deal in any electronic, electrical, electromechanical product, machine, appliance, apparatus, equipment such other article or thing or any machine for data or information preparation, recording, registering, perforating, processing, transmitting, tabulating and printing in connection with the business referred to in sub clause (1) and (2) above."</i></p> <p>Pursuant to an order dated 29 September 2016 passed by the Hon'ble Bombay High Court sanctioning the scheme of amalgamation between Caggemini India Private Limited with the Transferee Company, the following <u>objects were added</u> to the above list of objects:</p> <p>5. <i>To carry on business of consultants, advisors and counselors and to provide consulting, advisory and counseling services in all sectors of industry, trade, business and commerce including but not limited to information technology, automotive products, food products. Chemicals, dyes, pharmaceuticals, oils and gas, petroleum products, consumer electronics, defense, telecommunications, lasers, machine tools, software, steel, core sector, industries, power generation and electricity, finance, banking, insurance, factoring, satellite distribution systems, and in all areas and spheres, including business re-engineering and restructuring; corporate planning; cost reduction; custodial services; development of business strategies; information systems planning; environment auditing and safety and health management; low - orbit satellite development; management training and development, ' market assessment,' mergers and acquisitions, new product creation; outsourcing in general, process outsourcing including business, legal, organization development; securities and issue management; strategic alliances; strategy development; technology assessment; enterprise resource planning package strategy, and implementation of various technologies and systems including hardware and software and to provide such services to Indian and foreign governments, states, dominions, sovereigns, public authorities or bodies, schools, colleges, universities, or any person, firm, company corporation, body corporate, society, association of persons, body, forum whether incorporated or not, whether in the private or public sector and whether profit oriented or not.</i></p> <p>6. <i>To carry on the business of financial consultants, advisors and counselors, to advise and assist in preparation of all revenue and capital budgets, deployment of funds, long term planning of utilization of resources for rehabilitation, renewal and expansion leverage and financial restructuring, amalgamation, diversification and modernization, to assess the need for short term and long term funds and assist in the raising of resources.</i></p> <p>7. <i>To write, rewrite, create, develop, maintain, improve, enhance, engineer, re-engineer, reverse engineer, manufacture, process, program, research, revise,</i></p>

Sr. No.	Category	Particulars																				
		<p>convert, export, import, buy, sell, rent, hire, lease, subcontract, acquire, deal in all types of software and software related products, services and activities and to provide complete software or computer based solutions, data processing services, consultancy in information technology and information systems, selection of software and hardware, to design, develop license and market software products and packages including software related audio visual programs, computer graphics, computer aided design and computer aided manufacture packages.</p> <p>8. To carry on all types of information technology enabled services including back office operations like accounting finance, information technology solutions, software development: call centres, remote processing of claims and policies, human resources; legal and secretarial and the like related to any business whether in India or overseas commonly known and referred to as business process outsourcing activities.</p> <p>9. To establish, develop, maintain, organize, undertake, manage, operate and conduct in India or abroad, software development, testing and other allied activities for any person, association of persons or bodies corporate.</p> <p>10. To establish, run, or give licenses to third parties for establishing franchisees and institutes where general information technology, scientific, commercial, engineering or any other type of education and training in computers and electronics may be imparted, subject to such regulations as may be laid down by the appropriate authorities from time to time.</p> <p>11. To conduct, establish and operate technology parks and centers for development of software and hardware and all types of electronic equipment and to equip such parks and centers with satellite communication facilities, digital communication facilities, power systems terminals, uninterrupted power and all other facilities and infrastructure and to allow their use on any time sharing or other basis.</p> <p>12. To develop market and export software, develop training programmes and provide training for the use of sophisticated computers, to develop hardware, design and produce prototypes of electronic equipment and to manufacture electronic equipment and to import or export software, hardware and all types of equipment.</p> <p>13. To carry on all kinds of research and development activities including research in the fields of computer technology, software technology, artificial intelligence, electronics in general.”</p> <p>On 24 April, 2017, the Transferee Company further amended its main objects vide special resolution passed through postal ballot by the members to the current objects stated in point 7 (Main Objects of the Transferee Company as per the Memorandum of Association) above.</p>																				
9.	Name of stock exchanges (s) where securities of the Transferee Company are listed, if applicable	As on the date of this notice, the securities of the Transferee Company are not listed on any recognized stock exchange.																				
10.	Details of the capital structure of the Transferee Company	<table border="1"> <thead> <tr> <th data-bbox="569 1498 1241 1530">Particulars</th> <th data-bbox="1246 1498 1476 1530">Amount (in Rs.)</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="569 1536 1476 1568">Authorized Share Capital</td> </tr> <tr> <td data-bbox="569 1568 1241 1600">243,950,000 equity shares of Rs. 10 each</td> <td data-bbox="1246 1568 1476 1600">2,439,500,000</td> </tr> <tr> <td data-bbox="569 1600 1241 1653">10,800,000 compulsorily convertible preference shares of Rs. 10 each</td> <td data-bbox="1246 1600 1476 1653">108,000,000</td> </tr> <tr> <td data-bbox="569 1653 1241 1685">TOTAL</td> <td data-bbox="1246 1653 1476 1685">2,547,500,000</td> </tr> <tr> <td colspan="2" data-bbox="569 1691 1476 1723">Particulars</td> </tr> <tr> <td colspan="2" data-bbox="569 1730 1476 1761">Amount (in Rs.)</td> </tr> <tr> <td colspan="2" data-bbox="569 1768 1476 1800">Issued, subscribed and paid-up Share Capital</td> </tr> <tr> <td data-bbox="569 1800 1241 1832">59,139,500 equity shares of Rs. 10 each</td> <td data-bbox="1246 1800 1476 1832">591,395,000</td> </tr> <tr> <td data-bbox="569 1832 1241 1864">TOTAL</td> <td data-bbox="1246 1832 1476 1864">591,395,000</td> </tr> </tbody> </table>	Particulars	Amount (in Rs.)	Authorized Share Capital		243,950,000 equity shares of Rs. 10 each	2,439,500,000	10,800,000 compulsorily convertible preference shares of Rs. 10 each	108,000,000	TOTAL	2,547,500,000	Particulars		Amount (in Rs.)		Issued, subscribed and paid-up Share Capital		59,139,500 equity shares of Rs. 10 each	591,395,000	TOTAL	591,395,000
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11.	Name of the promoters and directors along with their addresses	<table border="1"> <thead> <tr> <th>Sr.No.</th> <th>Name</th> <th>Address</th> </tr> </thead> <tbody> <tr> <td colspan="3">Promoters</td> </tr> <tr> <td>1.</td> <td>Capgemini America Inc.</td> <td>79 Fifth Avenue, 3rd Floor New York NY 10003</td> </tr> <tr> <td>2.</td> <td>Pan Asia IGATE Solutions</td> <td>Suite 206, SIT Business Center, NG Tower, Cyber City, Ebene, Mauritius</td> </tr> <tr> <td>3.</td> <td>*IGATE Corporation</td> <td>79 Fifth Avenue, 3rd Floor New York NY 10003</td> </tr> <tr> <td>4.</td> <td>Capgemini SE</td> <td>11 Rue de Tilsitt 75017 Paris France</td> </tr> <tr> <td colspan="3"> <p><i>* IGATE Corporation has merged with Capgemini North America Inc. However, approval of the Reserve Bank of India is awaited before that merger can be completed and the books maintained by the Transferee Company including the share register, can be updated to include the name of Capgemini North America Inc.</i></p> </td> </tr> <tr> <td colspan="3">Directors</td> </tr> <tr> <td>1.</td> <td>Sujit Sircar</td> <td>No. 402, Vars Casa Rosa, 1st Main, Pai Layout, Old Madras Road Bangalore – 560016</td> </tr> <tr> <td>2.</td> <td>Ramaswamy Rajaraman</td> <td>No. 20, 3rd A Main, 8th Cross Vijaynagar, 2nd Stage Bangalore – 560040</td> </tr> <tr> <td>3.</td> <td>Hubert Paul Henri Giraud</td> <td>14, Rue Barquette, Paris 75003</td> </tr> <tr> <td>4.</td> <td>Aruna Jayanthi</td> <td>Flat No. 203, 2nd Floor, Athene Raheja Acropolis Deonar, Mumbai – 400088</td> </tr> <tr> <td>5.</td> <td>Salil Satish Parekh</td> <td>602 Belmont 37D, Nepeansea Road Mumbai – 400036</td> </tr> <tr> <td>6.</td> <td>Kalpana Rao</td> <td>314, Admiralty Manor, 6th Main, Indiranagar 2nd Stage, Bangalore – 560008</td> </tr> <tr> <td>7.</td> <td>Srinivasa Rao Kandula</td> <td>Villa No. 6, Pearl Residency, Munnekollala, Marthahalli, Outer Ring Road, Bangalore – 560037</td> </tr> <tr> <td>8.</td> <td>Ashwin Ashok Yardi</td> <td>303, Oberoi Splendor Grande, Jogeshwari Vikhroli Link Road, Jogeshwari (East) Mumbai – 400060</td> </tr> <tr> <td>9.</td> <td>Ritesh Talapatra</td> <td>F301, 3rd Floor, Yoopune, Survey no. 136/137, Near Magarpatta City, Hadapsar Pune – 411028</td> </tr> <tr> <td>10.</td> <td>Paul Hermelin</td> <td>54 Rue De Bassano, Paris – 75008 France</td> </tr> <tr> <td>11.</td> <td>Patrick Nicolet</td> <td>Chemin de la Laiterie 11 B, Epalinges 1066 Switzerland</td> </tr> <tr> <td>12.</td> <td>Karine Marchat</td> <td>71 Rue De Vaugirard, Paris 75006 France</td> </tr> </tbody> </table>	Sr.No.	Name	Address	Promoters			1.	Capgemini America Inc.	79 Fifth Avenue, 3rd Floor New York NY 10003	2.	Pan Asia IGATE Solutions	Suite 206, SIT Business Center, NG Tower, Cyber City, Ebene, Mauritius	3.	*IGATE Corporation	79 Fifth Avenue, 3rd Floor New York NY 10003	4.	Capgemini SE	11 Rue de Tilsitt 75017 Paris France	<p><i>* IGATE Corporation has merged with Capgemini North America Inc. However, approval of the Reserve Bank of India is awaited before that merger can be completed and the books maintained by the Transferee Company including the share register, can be updated to include the name of Capgemini North America Inc.</i></p>			Directors			1.	Sujit Sircar	No. 402, Vars Casa Rosa, 1st Main, Pai Layout, Old Madras Road Bangalore – 560016	2.	Ramaswamy Rajaraman	No. 20, 3rd A Main, 8th Cross Vijaynagar, 2nd Stage Bangalore – 560040	3.	Hubert Paul Henri Giraud	14, Rue Barquette, Paris 75003	4.	Aruna Jayanthi	Flat No. 203, 2nd Floor, Athene Raheja Acropolis Deonar, Mumbai – 400088	5.	Salil Satish Parekh	602 Belmont 37D, Nepeansea Road Mumbai – 400036	6.	Kalpana Rao	314, Admiralty Manor, 6th Main, Indiranagar 2nd Stage, Bangalore – 560008	7.	Srinivasa Rao Kandula	Villa No. 6, Pearl Residency, Munnekollala, Marthahalli, Outer Ring Road, Bangalore – 560037	8.	Ashwin Ashok Yardi	303, Oberoi Splendor Grande, Jogeshwari Vikhroli Link Road, Jogeshwari (East) Mumbai – 400060	9.	Ritesh Talapatra	F301, 3rd Floor, Yoopune, Survey no. 136/137, Near Magarpatta City, Hadapsar Pune – 411028	10.	Paul Hermelin	54 Rue De Bassano, Paris – 75008 France	11.	Patrick Nicolet	Chemin de la Laiterie 11 B, Epalinges 1066 Switzerland	12.	Karine Marchat	71 Rue De Vaugirard, Paris 75006 France
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		6.	Kalpana Rao	314, Admiralty Manor, 6th Main, Indiranagar 2nd Stage, Bangalore – 560008																																																										
7.	Srinivasa Rao Kandula	Villa No. 6, Pearl Residency, Munnekollala, Marthahalli, Outer Ring Road, Bangalore – 560037																																																												
8.	Ashwin Ashok Yardi	303, Oberoi Splendor Grande, Jogeshwari Vikhroli Link Road, Jogeshwari (East) Mumbai – 400060																																																												
9.	Ritesh Talapatra	F301, 3rd Floor, Yoopune, Survey no. 136/137, Near Magarpatta City, Hadapsar Pune – 411028																																																												
10.	Paul Hermelin	54 Rue De Bassano, Paris – 75008 France																																																												
11.	Patrick Nicolet	Chemin de la Laiterie 11 B, Epalinges 1066 Switzerland																																																												
12.	Karine Marchat	71 Rue De Vaugirard, Paris 75006 France																																																												
12.	If the scheme of compromise or arrangement relates to more than one company, the fact and details of any relationship subsisting between such companies who are parties to such scheme of compromise or arrangement, including holding, subsidiary or of associate companies.	<p>The entire share capital of the Transferor Company is, directly or indirectly held by the Transferee Company (and its nominees). In other words, the Transferor Company is the wholly-owned subsidiary of the Transferee Company.</p> <p>The Transferor Company and the Transferee Company have one common director i.e. Mr. Sujit Sircar. The current promoters of the Transferor Company are the Transferee Company and its nominees.</p>																																																												

Sr. No.	Category	Particulars
13.	The date of the Board meeting at which the scheme was approved by the Board of directors including the name of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote/ participate on such resolution.	<p>The Board of Directors of the Transferee Company originally approved the Scheme of Arrangement on 18 July 2016.</p> <p>The following Directors unanimously voted in favour of the resolution:</p> <ol style="list-style-type: none"> 1. Mr. Sujit Sircar 2. Mr. R Ramaswamy 3. Mrs. Kalpana Rao <p>The following Directors did not participate during the voting on such resolution:</p> <ol style="list-style-type: none"> 1. Mr. Hubert Giraud (Leave of absence) <p>All the Directors present in the meeting dated 18 July 2016 have voted in favour of the resolution.</p> <p>Subsequently, the Board of Directors of the Transferee Company passed necessary resolutions on 23 June 2017 to approve certain amendments to be carried out in the proposed Scheme of Arrangement.</p> <p>The following Directors voted in favour of the resolution:</p> <ol style="list-style-type: none"> 1. Mr. Srinivasa Rao Kandula 2. Mr. Ashwin Yardi 3. Mr. Salil Parekh 4. Mr. R Ramaswamy 5. Mrs. Kalpana Rao <p>The following Directors did not participate during the voting on such resolution:</p> <ol style="list-style-type: none"> 1. Mrs. Aruna Jayanthi (Leave of absence) 2. Mr. Hubert Giraud (Leave of absence) 3. Mr. Sujit Sircar (Leave of absence) <p>All the Directors present in the meeting dated 23 June 2017 have voted in favour of the resolution.</p>

EXPLANATORY STATEMENT UNDER SECTION 230(3) READ WITH SECTION 102 OF THE COMPANIES ACT, 2013 AND READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016 TO THE SCHEME OF ARRANGEMENT AMONG IGATE INFRASTRUCTURE MANAGEMENT SERVICES LIMITED AND CAPGEMINI TECHNOLOGY SERVICES INDIA LIMITED AND THEIR RESPECTIVE SHAREHOLDERS.

1. Pursuant to the Order dated 10 August 2017, passed by the Hon'ble National Company Law Tribunal ("NCLT"), Mumbai Bench, in Company Scheme Application 825 of 2017, a meeting of the Equity Shareholders of Capgemini Technology Services India Limited is being convened at No. 14, Rajiv Gandhi Infotech Park, Hinjawadi, Phase - III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India on Wednesday, 27 September 2017 at 11:00 a.m., for the purpose of considering and, if thought fit, approving with or without modification(s), the arrangement embodied in the Scheme of Arrangement among IGATE Infrastructure Management Services Limited ("**Transferor Company**") and Capgemini Technology Services India Limited ("**Transferee Company**") and their respective shareholders. Notice of the said Meeting together with the copy of the Scheme of Arrangement is sent herewith. This statement explaining the terms of the Scheme of Arrangement is being furnished as required u/s 230(3) of the Companies Act, 2013.
2. The Board of Directors of the Transferee Company in its meeting held on 18 July 2016 approved the Scheme of Arrangement. Thereafter, the Board of Directors of the Transferee Company in its meeting held on 23 June 2017 approved certain amendments to be carried out in the Scheme of Arrangement.
3. The Mumbai Bench of National Company Law Tribunal, Mumbai, appointed Shri Ramaswamy Rajaraman, Director and failing him Shri Ashwin Ashok Yardi, Director, as the Chairman of the Meeting.
4. Following are the details disclosing the Scheme of Arrangement:

Sr. No.	Category	Particulars																		
1.	Parties involved in such compromise or arrangement	IGATE Infrastructure Management Services Limited (“ Transferor Company ”) Capgemini Technology Services India Limited (“ Transferee Company ”)																		
2.	In case of amalgamation or merger, appointed date, effective date, share exchange ratio (if applicable) and other considerations, if any	<p>Appointed date: 1 April, 2017</p> <p>Effective date: The later of the date on which the certified/ authenticated copies of the order of the Tribunal sanctioning the Scheme vesting the assets, properties, liabilities, rights, duties, obligations and the like of the Transferor Company in the Transferee Company under Sections 230 to 232 and other applicable provisions of the Act are filed with the Registrar of Companies by the Transferor Company and/or the Transferee Company.</p> <p>Consideration: The entire share capital of the Transferor Company is, directly or indirectly, held by the Transferee Company (and its nominees). In other words, the Transferor Company is the wholly-owned subsidiary of the Transferee Company. The shares of the Transferor Company held by the Transferee Company (including the shares held by the nominees of the Transferee Company) shall, without any further act, deed or instrument, stand cancelled and no new shares shall be issued by the Transferee Company, post the sanctioning of the Scheme.</p>																		
3.	Summary of valuation report (if applicable) including basis of valuation and fairness opinion of the registered valuer, if any; and the declaration that the valuation reports is available for inspection at the registered office of the company;	NA																		
4.	Details of capital/ debt restructuring, if any;	<p>PRE MERGER</p> <table border="1"> <thead> <tr> <th>Authorised Share Capital</th> <th>Transferor Company</th> <th>Transferee Company</th> </tr> </thead> <tbody> <tr> <td>Equity Shares</td> <td>Rs. 60,000,000 (divided into 6,000,000 equity shares of Rs. 10 each)</td> <td>Rs. 2,439,500,000 (divided into 243,950,000 equity shares of Rs. 10 each)</td> </tr> <tr> <td>Preference Shares</td> <td>NA</td> <td>Rs. 108,000,000 (divided into 10,800,000 compulsorily convertible preference shares of Rs. 10 each)</td> </tr> </tbody> </table> <p>POST MERGER</p> <table border="1"> <thead> <tr> <th>Authorised Share Capital</th> <th>Transferor Company</th> <th>Transferee Company</th> </tr> </thead> <tbody> <tr> <td>Equity Shares</td> <td>NA</td> <td>Rs. 2,499,500,000 (divided into 249,950,000 equity shares of Rs. 10 each)</td> </tr> <tr> <td>Preference Shares</td> <td>NA</td> <td>Rs. 108,000,000 (divided into 10,800,000 compulsorily convertible preference shares of Rs. 10 each)</td> </tr> </tbody> </table>	Authorised Share Capital	Transferor Company	Transferee Company	Equity Shares	Rs. 60,000,000 (divided into 6,000,000 equity shares of Rs. 10 each)	Rs. 2,439,500,000 (divided into 243,950,000 equity shares of Rs. 10 each)	Preference Shares	NA	Rs. 108,000,000 (divided into 10,800,000 compulsorily convertible preference shares of Rs. 10 each)	Authorised Share Capital	Transferor Company	Transferee Company	Equity Shares	NA	Rs. 2,499,500,000 (divided into 249,950,000 equity shares of Rs. 10 each)	Preference Shares	NA	Rs. 108,000,000 (divided into 10,800,000 compulsorily convertible preference shares of Rs. 10 each)
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5.	Rationale for the compromise or arrangement	<p>a. Both the Transferor Company and the Transferee Company are a part of same group of companies (“Group”). The Transferor Company is a wholly-owned subsidiary of the Transferee Company.</p> <p>b. The Group has adopted a global entity reduction program to identify and eliminate (through liquidations, mergers, etc. in India and overseas), entities which do not serve a useful purpose or whose operations could be effectively combined with those of other companies in the Group. The purpose of this program is to achieve operational efficiency and cost minimization through the reduction in the number of legal entities around the world that make up the Group. In keeping with this policy, the managements of the Transferor Company and the Transferee Company have decided to amalgamate the companies, with effect from 1 April, 2017 (“the Appointed Date”).</p>																		

Sr. No.	Category	Particulars
6.	Benefits of the compromise or arrangement as perceived by the Board of directors to the company, members, creditors and others (as applicable);	<p>a. Create transparency in the holding structure;</p> <p>b. Reducing number of entities in the Group thereby reducing managerial overlaps, which are necessarily involved in running multiple entities;</p> <p>c. Reduce regulatory and legal compliances / filings including accounting, reporting requirements, audit requirements, tax filings, etc. and consequential reduction in administrative costs;</p> <p>d. There is no likelihood that any creditor, either of the Transferor Company or of the Transferee Company, would be prejudiced in any manner as a result of the Scheme; and the amalgamation of the Transferor Company with the Transferee Company with effect from the Appointed Date (as hereinafter defined) is in the interest of the shareholders, creditors, employees and other stakeholders of the Transferor Company and the Transferee Company. It is hereby clarified that while the Scheme is between the shareholders of the Transferor Company and the Transferee Company, none of the creditors of the Transferor Company or the Transferee Company will be adversely affected by the Scheme; and</p> <p>e. The amalgamation of the Transferor Company with the Transferee Company pursuant to and in accordance with this Scheme shall take place with effect from the Appointed Date and shall be in accordance with Section 2(1B) of the Income-tax Act, 1961.</p>
7.	Amount due to unsecured creditors	There are 951 (Nine Hundred Fifty One) unsecured creditors of the Transferee Company. The outstanding balance to the unsecured creditors as on 31 March 2017 is Rs. 404,42,40,835/- (Rupees Four Hundred Four Crores Forty Two Lakhs Forty Thousand Eight Hundred Thirty Five only).
8.	<p>Disclosure about the effect of the compromise or arrangement on:</p> <p>(a) key managerial personnel;</p> <p>(b) directors;</p> <p>(c) promoters;</p> <p>(d) non-promoter members;</p> <p>(e) depositors;</p> <p>(f) creditors;</p> <p>(g) debenture holders;</p> <p>(h) deposit trustee and debenture trustee;</p> <p>(i) employee of the company</p>	<p>Directors, Key Managerial Personnel and their Relatives</p> <p>The Directors and Key Managerial Personnel (“KMP”) of the Transferee Company and their respective relatives do not have any material interest, concern or any other interest in the Scheme of Arrangement except to the extent of their shareholding in the Transferee Company, if any, or to the extent the said Directors and KMP are the partners, directors, members of the Companies, Firms, Association of Persons, Bodies Corporate and/or beneficiary of trust that hold shares in Transferee Company.</p> <p>Further, the Directors of the Transferor Company shall cease to hold the post of Director after dissolution of the Transferor Company on and from the effective date of the Scheme of Arrangement without having any adverse effect on them. However, if any such director is a director of the Transferee Company, such director will continue to hold his/her office in the Transferee Company.</p> <p>Promoters</p> <p>The Scheme of Arrangement will not have any effect on the promoter and non-promoter members of the Transferee Company as there will be no change in their shareholding in the Transferee Company pursuant to the terms of the Scheme of Arrangement. However, the equity and preference shares held by the Transferee Company and/or its nominees, being promoter members, in the Transferor Company shall stand cancelled and extinguished without any further act, deed or instrument as an integral part of the Scheme of Arrangement.</p> <p>Creditors</p> <p>The rights and interests of creditors (secured and unsecured) of the Transferee Company and Transferor Company, to the extent applicable, are not likely to be prejudicially affected as the Transferee Company is a company with a huge net worth and sound financial background. Further no compromise is offered to any of the creditors of the Transferor Company nor their rights are sought to be modified in any manner and the Transferee Company undertakes to meet with all such liabilities in the regular course of business.</p> <p>Employees</p> <p>The Transferor Company does not have any employees.</p> <p>Depositors, Debenture Holders, Deposit Trustee or Debenture Trustee</p> <p>None of the Transferor Company and the Transferee Company have any depositors, debenture holders, deposit trustee or debenture trustee. Hence, there will be no effect on the rights and interests of depositors, debenture holders, deposit trustee or debenture trustee from the effective date of the Scheme of Arrangement.</p>

Sr. No.	Category	Particulars
9.	Investigation or proceedings, if any, pending against the company under the Act.	There are presently two cases pending against the Transferee Company bearing (i) CC No. 86 of 2011 for alleged offence committed under Section 391 punishable under Section 629A of the Companies Act, 1956 and Sections 406, 409, 418 & 420 of the Indian Penal Code, 1860; and (ii) CC No. 421 of 2010 for alleged offence committed under Section 391 and 394 punishable under Section 629A of the Companies Act, 1956 before the Special Court for Economic Offences, Bangalore.
10.	Details of approvals, sanctions or no-objection(s), if any, form regulatory or any other government authorities required, received or pending for the proposed scheme of compromise or arrangement.	The Transferor and Transferee Company are required to obtain approvals / sanctions/ no-objections from certain regulatory and governmental authorities for the proposed Scheme of Arrangement of Transferor Company with the Transferee Company and their respective shareholders such as the Regional Director, Registrar of Companies, Income Tax Department, the Reserve Bank of India (applicable only to the Transferee Company), the Official Liquidator (applicable only to Transferor Company) and will obtain the same at the relevant time.

The following documents and other relevant documents are available for obtaining extract or for making/ obtaining copies of or for inspection by the members, namely:

- a) copy of the order of Tribunal in pursuance of which the Meeting is to be convened;
- b) the audited financial statements of the Transferee Company including consolidated financial statements for the FY 2015-2016 and for the FY 2016-2017;
- c) audited financial statements of the Transferor Company for the FY 2016-2017;
- d) copy of scheme of compromise or arrangement along with the form MGT-14 and the receipt generated while filing the copy of the scheme with the concerned Registrar of Companies;
- e) the certificate dated 10 August 2017 issued by statutory auditor of the Transferee Company to the effect that the accounting treatment if any proposed in the scheme of compromise or arrangement is in conformity with the accounting standards prescribed under Section 133 of the Companies Act, 2013;
- f) copies of the memorandum of association and articles of association of the Transferee Company and the Transferor Company; and
- g) report adopted by the board of directors of each of the Transferee Company and the Transferor Company pursuant to the provisions of Section 232 (2) (c) of the Companies Act, 2013.

Place: Mumbai
Date: 11 August 2017

Shri Ashwin Ashok Yardi
(DIN: 07799277)
Chairman appointed for the Meeting

**SCHEME OF AMALGAMATION
OF
IGATE INFRASTRUCTURE MANAGEMENT SERVICES LIMITED
WITH
CAPGEMINI TECHNOLOGY SERVICES INDIA LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS
(Under Sections 230 to 232 of the Companies Act, 2013)**

This Scheme of Amalgamation (as defined below) is presented under Sections 230 to 232 and other applicable provisions, if any, of the Companies Act 2013 for amalgamation of IGATE Infrastructure Management Services Limited with Capgemini Technology Services India Limited.

1. This Scheme of Amalgamation is divided into the following parts:
 - 1.1 Part I deals with the Preamble and Rationale of the Scheme;
 - 1.2 Part II deals with the Definitions, Interpretations and Capital Structure;
 - 1.3 Part III deals with the details of the amalgamation of IGATE Infrastructure Management Services Limited with Capgemini Technology Services India Limited and;
 - 1.4 Part IV deals with the general terms and conditions applicable to the Scheme.

PART I – PREAMBLE AND RATIONALE OF THE SCHEME

1. PREAMBLE

- 1.1. IGATE Infrastructure Management Services Limited (hereinafter referred to as “IIMSL” or “Transferor Company”) is a company incorporated under the Act bearing CIN: U74140PN1999PLC164626 and having its registered office presently at Plot No. 14, Rajiv Gandhi Infotech Park, Hinjawadi, Phase – III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune, Maharashtra, India – 411 057.
- 1.2. The Transferor Company was incorporated under the provisions of the Companies Act, 1956 on 18 August 1999 under the name IT&T Net Managed Services Private Limited. The Transferor Company was subsequently converted into a public limited company and its name was changed to IT&T Net Managed Services Limited on 20 September 2001. Subsequently, the name of the Transferor Company was changed to IT&T Technology Services Limited on 9 November 2001. Thereafter, the name of the Transferor Company was changed to its present name on 28 October 2003. The registered office of the Transferor Company was originally situated in the National Capital Territory of Delhi at No.304, Garg Plaza, L.S.C., Gulabi Bagh, New Delhi – 110 052 at the time of its incorporation. The registered office of the Transferor Company was shifted from the aforementioned address in National Capital Territory of Delhi to the State of Karnataka at No. 158-162 (P) & 165(P)-170(P), EPIP Phase II, Whitefield, Bangalore – 560 066, Karnataka, India on 26 May 2005. Subsequently, with effect from 24 May, 2016 the Registered Office address of the Transferor Company was changed to its present address at Plot No. 14, Rajiv Gandhi Infotech Park, Hinjawadi, Phase – III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune, Maharashtra, India – 411 057.
- 1.3. The main objects of the Transferor Company inter alia include carrying on business as consultants, developers and dealers of electronic equipments particularly pertaining to telecommunications, computers, ecommerce networks in India and abroad, providing computer maintenance and support services, research and development of computer software and hardware products, training software technicians.
- 1.4. Capgemini Technology Services India Limited (hereinafter referred to as “CTSIL” or “Transferee Company”) is a company incorporated under the Act bearing CIN: U85110PN1993PLC145950 and having its registered office presently at Plot No. 14, Rajiv Gandhi Infotech Park, Hinjawadi, Phase – III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune, Maharashtra, India – 411 057.
- 1.5. The Transferee Company was incorporated under the provisions of the Companies Act, 1956, on the 27 December 1993 in the State of Karnataka under the name “Mascot Systems Private Limited”. The name of the Transferee Company was first changed from Mascot Systems Private Limited to Mascot Systems Limited on 31 January, 2000 and was thereafter changed once again, to IGATE Global Solutions Limited on 23 June 2003. The name of the Transferee Company was finally changed to its present name on 16 December 2016. The Registered Office of the Transferee Company was shifted from No. 158-162 (P) & 165(P)-170(P), EPIP Phase II, Whitefield, Bangalore – 560 066, Karnataka, India to Level II, Tower 3, Cyber City, Magarpatta City, Hadapsar, Pune – 411013, Maharashtra, India with effect from 14 January 2013. The registered office of the Transferee Company was shifted from Level II, Tower 3, Cyber City, Magarpatta City, Hadapsar, Pune – 411013, Maharashtra to its present address effective from 7 September 2015. The Registered Office of the Transferee Company is presently situated at No. 14, Rajiv Gandhi Infotech Park, Hinjawadi, Phase – III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune - 411 057, Maharashtra, India.
- 1.6. The main objects of the Transferee Company inter alia include development, designing of software programmes and products, training personnel in connection with software programmes, dealing with electric and electromechanical products, rendering technical and associated services.

1.7. Present status

- 1.7.1. The Transferor Company is a wholly-owned subsidiary of the Transferee Company
- 1.7.2. As on the Appointed Date, the Transferor Company was engaged in the business of designing of software programmes. As on the Appointed Date, the Transferee Company was engaged in the business of providing information technology and information technology enabled services.

2. RATIONALE FOR THE SCHEME

- 2.1 Both the Transferor Company and the Transferee Company are a part of same group of companies ("**Group**"). The Transferor Company is a wholly-owned subsidiary of the Transferee Company.
- 2.2 The Group has adopted a global entity reduction program to identify and eliminate (through liquidations, mergers, etc in India and overseas), entities which do not serve a useful purpose or whose operations could be effectively combined with those of other companies in the Group. The purpose of this program is to achieve operational efficiency and cost minimization through the reduction in the number of legal entities around the world that make up the Group. In keeping with this policy, the managements of the Transferor Company and the Transferee Company have decided to amalgamate the companies, with effect from the Appointed Date (hereinafter defined).
- 2.3 Amongst other benefits, the amalgamation would result in the following benefits:
- 2.3.1 Create transparency in the holding structure;
- 2.3.2 Reducing number of entities in the Group thereby reducing managerial overlaps, which are necessarily involved in running multiple entities; and
- 2.3.3 Reduce regulatory and legal compliances / filings including accounting, reporting requirements, audit requirements, tax filings, etc. and consequential reduction in administrative costs.
- 2.4 There is no likelihood that any creditor, either of the Transferor Company or of the Transferee Company, would be prejudiced in any manner as a result of the Scheme; and the amalgamation of the Transferor Company with the Transferee Company with effect from the Appointed Date (as hereinafter defined) is in the interest of the shareholders, creditors, employees and other stakeholders of the Transferor Company and the Transferee Company. It is hereby clarified that while the Scheme is between the shareholders of the Transferor Company and the Transferee Company, none of the creditors of the Transferor Company or the Transferee Company will be adversely affected by the Scheme.
- 2.5 The amalgamation of the Transferor Company with the Transferee Company pursuant to and in accordance with this Scheme shall take place with effect from the Appointed Date and shall be in accordance with Section 2(1B) of the Income-tax Act, 1961.

PART II – DEFINITIONS AND SHARE CAPITAL

3. DEFINITIONS

In this Scheme, unless inconsistent with the subject, context, or meaning thereof, the following capitalized words and expressions shall have the meanings as provided herein below:

- 3.1 "**Act**" means the Companies Act, 2013 the rules and regulations made there under and will include any statutory modifications, re-enactments and / or amendments thereof.
- 3.2 "**Appointed Date**" means 1 April, 2017 or such other date as may be approved by the Tribunal.
- 3.3 "**Board**" or "**Board of Directors**" means the board of directors of the Transferor Company and/ or the Transferee Company, as the case may be, and shall, unless it is repugnant to the context or meaning thereof, include a committee of directors or any person authorized by the Board of Directors or such committee of directors.
- 3.4 "**Court**" or "**High Court**" or "**Tribunal**" means the Hon'ble High Court of Judicature at Bombay/the National Company Law Tribunal having jurisdiction in relation to the Transferor Company and the Transferee Company.
- 3.5 "**Effective Date**" means the date on which the certified/ authenticated copies of the orders of the Tribunal sanctioning the Scheme under Sections 230 to 232 and other applicable provisions of the Act are filed with the RoC by the Transferor Company and the Transferee Company. Any references in the Scheme to the words "date of coming into effect of the Scheme" or "upon the Scheme becoming effective" or "Scheme coming into effect" shall mean the "Effective Date".
- 3.6 "**Encumbrance**" means any options, pledge, mortgage, lien, security interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever; and the term "Encumbered" shall be construed accordingly.
- 3.7 "**Governmental Authority**" means any applicable Central, State or local Government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction.
- 3.8 "**Indirect tax(es)**" means all levies under central or state or municipal enactments by whatever name called and includes service tax under Chapter V of Finance Act, 1994 and applicable cesses, Special Economic Zone Act, 2005 ("**SEZ Act**") CENVAT credit, excise duty, customs duty, Central Good and Services Tax Act, Karnataka State Goods and Services Tax Act, Integrated Goods and Services Tax Act, Value Added Tax ("**VAT**"), entry tax, octroi, cesses, etc by whatever name called and schemes/ procedures laid down in the Foreign Trade Policy as issued and amended from time to time. Further, a reference to recovery of indirect taxes, in any manner, under this Scheme shall include recovery of consequential interest and penal impositions under the relevant law.

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- 3.9 **“Pending Scheme”** means the scheme of amalgamation of Capgemini Solutions Private Limited (“CSPL”) with the Transferee Company and their respective shareholders with appointed date as 1 April, 2017, filed with the Tribunal under sections 230 to 232 of the Act vide Joint Company Scheme Application No. 753 of 2017 for the transfer and vesting of all the businesses, properties, assets, liabilities and the undertakings of CSPL in to the Transferee Company.
- 3.10 **“RoC”** means Registrar of Companies, Pune, Maharashtra or such other Registrar of Companies as may the jurisdictional Registrar from time to time.
- 3.11 **“Scheme of Amalgamation”** or **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this Scheme of Amalgamation in its present form or with such modifications and amendments as may be made from time to time, and with appropriate approvals and sanctions of the Tribunal and other relevant Governmental Authorities, as may be required under the Act and under all other applicable laws.
- 3.12 **“Transferee Company”** or **“CTSIL”** means Capgemini Technology Services India Limited as specified in clause 1.4 above.
- 3.13 **“Transferor Company”** or **“IIMSL”** means IGATE Infrastructure Management Services Limited as specified in clause 1.1 above.
- 3.14 **“Undertaking”** means and includes:
- a) All the assets of the Transferor Company as on the Appointed Date;
 - b) All debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date;
 - c) All employees on the rolls of the Transferor Company, if any, on the closing hours of the date immediately preceding the Effective Date;
 - d) Without prejudice to the generality of sub-clauses (a), (b), and (c) above, the Undertaking shall mean and include the whole of the undertaking of the Transferor Company, including its business, all secured and unsecured debts, liabilities, duties and obligations, all the assets and properties, whether movable or immovable, real or personal, fixed assets, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent assets including stock, investments, claims, powers, authorities, allotments, approvals, registrations, contracts, engagements, arrangements, rights, titles, interests, benefits, advantages, lease-hold rights, tenancy rights, permits, authorisations, quota rights, including reserves, provisions, funds, equipment and installations and utilities, electricity, water and other service connections, records, files, employees, benefits of agreements, contracts and arrangements, powers, authorities, balances with all regulatory authorities, liberties, advantages, easements and all the right, title, interest, goodwill, benefit and advantage, deposits, reserves, provisions, advances, receivables, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, incentives, tax credits (including but not limited to MAT paid under Section 115JA/115JB of the Income Tax Act, 1961 and the right to claim credit therefore in accordance with the provisions of Section 115JAA of the Income Tax Act, 1961, right to claim credit in respect of all advance taxes, tax deducted at source, tax collected at source, all other rights including indirect taxes and sales tax deferrals and exemptions and other benefits), and all other rights, claims and powers, of whatsoever nature and where so ever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, as on the Appointed Date and all earnest money and/or deposits including security deposits paid by the Transferor Company as on the Appointed Date and all other rights, obligations, benefits available under any rules, regulations, statutes including direct and indirect tax laws derived by the Transferor Company.

It is intended that the definition of Undertaking under this clause would enable the transfer of all assets, rights, obligations, entitlements, benefits, duties, employees and liabilities of the Transferor Company to the Transferee Company, pursuant to this Scheme, without any further act or deed.

4. INTERPRETATIONS

- 4.1 All terms and words used but not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as ascribed to them under the Act, Income Tax Act, 1961 and/or other applicable laws, rules, regulations and byelaws as the case may be, including any statutory modification or re-enactment thereof from time to time.
- 4.2 References to clauses and sections unless otherwise provided, are to clauses and sections of this Scheme.
- 4.3 The headings herein shall not affect the construction of this Scheme.
- 4.4 The singular shall include the plural and vice versa; and references to one gender include all genders.
- 4.5 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 4.6 References to person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality).

5. SHARE CAPITAL

5.1 The authorised, issued, subscribed and paid-up capital of the Transferor Company as on 31 March 2016 and as on date of approval of the Scheme by the Board of Directors of the Transferor Company (i.e. 18 July 2016) is as follows:

Particulars	Amount (in Rs)
Authorized Share Capital	
6,000,000 equity shares of Rs. 10 each	60,000,000
TOTAL	60,000,000
Issued, subscribed and paid-up Share Capital	
2,857,877 equity shares of Rs. 10 each	28,578,770
TOTAL	28,578,770

5.2 Subsequent to the aforesaid date, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Transferor Company.

5.3 The authorised, issued, subscribed and paid-up capital of the Transferee Company as on 31 March 2016 was as follows:

Particulars	Amount (in Rs)
Authorized Share Capital	
80,950,000 equity shares of Rs. 10 each	809,500,000
10,800,000 compulsorily convertible preference shares of INR 10 each	108,000,000
TOTAL	917,500,000
Issued, subscribed and paid-up Share Capital	
27,128,234 equity shares of INR 10 each	271,282,340
TOTAL	271,282,340

5.4 The authorized, issued, subscribed and paid-up capital of the Transferee Company based on the unaudited financials of the Transferee Company as on 31 March 2017 and as on 23 June 2017 i.e. the date of approval of the Board of Directors of the Transferee Company to amend this Scheme, stands as below:

Particulars	Amount (in Rs)
Authorized share capital	
243,950,000 equity shares of INR 10 each	2,439,500,000
10,800,000 compulsorily convertible preference shares of INR 10 each	108,000,000
Total	2,547,500,000
Issued, subscribed and paid-up share capital	
59,139,500 equity shares of INR 10 each	591,395,000

5.5 Subsequent to the aforesaid date, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Transferor Company.

6. Date of Taking Effect

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

PART III – AMALGAMATION OF IIMSL WITH CTSIL

7. TRANSFER AND VESTING OF IIMSL INTO CTSIL

7.1 Generally

7.1.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the entire Undertaking of the Transferor Company shall, pursuant to the sanction of this Scheme by the Tribunal and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the properties, assets, liabilities and undertakings of the Transferee Company by virtue of and in the manner provided in this Scheme.

7.2 Transfer of Assets

7.2.1 Without prejudice to the generality of Clause 7.1.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date:

- a) All the assets and properties of the Transferor Company (whether acquired prior to or on the Appointed Date or after the Appointed Date but on or before the Effective Date), of whatsoever nature and wherever situated, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the

Transferee Company as a going concern so as to become, as and from the Appointed Date, the assets and properties of the Transferee Company.

- b) Without prejudice to the provisions of Clause 7.2.1 (a) above, in respect of such of the assets of the Transferor Company as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall stand transferred as and from the Appointed Date by the Transferor Company to the Transferee Company and shall, upon such transfer, become the assets and properties of the Transferee Company, without requiring any separate deed or instrument or conveyance or any further act, deed or thing for the same, irrespective of the date of the actual physical delivery of such movable or incorporeal property.
- c) In respect of movables other than those dealt with in Clause 7.2.1 (b) above including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, cash and bank balances, investments, earnest money and deposits with any Government, quasi government, local or other authority or body or with any company or other person (including income-tax and service tax /VAT /Special Economic Zones ("SEZ") authorities), the same shall on and from the Appointed Date stand transferred to and be vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may, without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or deposittee, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company).
- d) All the licenses, permits, quotas, contracts (together with all non-compete covenants), approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits including the amount of loss brought forward and unabsorbed depreciation as per books of account, accumulated losses and allowance for unabsorbed depreciation, as per the provisions of Section 72A and other applicable provisions of the Income Tax Act, 1961, accumulated credits under indirect tax laws that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be 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, contracts (together with all non-compete covenants), approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and condition and shall be appropriately registered by the relevant statutory authorities in favor of the Transferee Company pursuant to this Scheme, in order to facilitate the continuation of operations of the Transferor Company in the Transferee Company without any hindrance, on and from the Appointed Date.

7.2.2 In so far as various incentives, subsidies, special status and other benefits or privileges (including but not limited to right to claim credit in respect of all advance taxes, tax deducted at source, tax collected at source, Minimum Alternate Tax (MAT) paid under section 115JA/115JB of the Income Tax Act 1961 and the right to claim credit therefore in accordance with the provisions of section 115JAA of the Income Tax Act 1961, Cenvat Credit, all other rights including sales tax deferrals and exemptions and other benefits) granted by any Government body, local authority or by any other person and availed of by the Transferor Company is concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions.

7.2.3 Upon the transfer of each of the permissions (including the permission to import duty-free goods), approvals, licenses, consents, sanctions, remissions, special reservations, sales tax remissions, tax exemptions and benefits, tax reliefs, incentives, concessions and other or similar authorizations of the Transferor Company to the Transferee Company and pursuant to the order of the Tribunal, the Transferee Company shall file the relevant notifications and communications, if any, for the record of the appropriate authorities which shall take them on record.

7.2.4 All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. Similarly, the bankers of the Transferee Company shall honour all cheques issued in the name of the Transferor Company for payment after the Effective Date. If required, the Transferor Company shall allow maintaining of banks accounts in the name of Transferor Company by the Transferee Company for such time as may be determined to be necessary by the Transferor Company for presentation and deposit of cheques and pay orders that have been issued in the name of the Transferor Company. It is hereby expressly clarified that any legal proceedings by or against the Transferor Company in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company shall be instituted, or as the case may be, continued, by or against, the Transferee Company after the coming into effect of the Scheme.

7.3 Transfer of Liabilities

7.3.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date all liabilities including but not limited to all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and Undertakings of the Transferor Company, all other obligations (including any guarantees, letter of credit or any other instrument or arrangement which may give rise to a contingent liability in whatever form) whether relating to and comprised in any of the Undertakings or otherwise, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (herein referred to as the "Liabilities") of the Transferor Company in existence as on the Effective Date, shall, pursuant to the sanction of this Scheme by the Tribunal and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any Encumbrance thereon, and the same shall be assumed by the Transferee

Company to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause.

7.3.2 All debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date, whether or not provided in the books of the Transferor Company, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Company on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.

7.3.3 Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged or satisfied by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.

7.4 Encumbrances

7.4.1 The transfer and vesting of the properties, assets, liabilities and Undertakings of the Transferor Company to and in the Transferee Company under Clauses 7.1 to 7.3 of this Scheme shall be subject to the Encumbrances, if any, affecting the same, as and to the extent hereinafter provided.

7.4.2 All the existing Encumbrances, if any, as on the Appointed Date and created by the Transferor Company after the Appointed Date, over the properties, assets, Undertakings or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to Liabilities of the Transferor Company, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company, provided however that no Encumbrances shall have been created by the Transferor Company over its assets after the date of filing of the Scheme without the prior written consent of the Board of Directors of the Transferee Company.

7.4.3 The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of this Scheme.

7.4.4 Any reference in any security documents or arrangements (to which the Transferor Company is a party) to the Transferor Company and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Company and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the RoC to give formal effect to the above provisions, if required.

7.4.5 Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.

7.4.6 It is expressly provided that all other terms or conditions of the Liabilities transferred to the Transferee Company shall remain unchanged and not modified except as required statutorily or by necessary implication.

7.4.7 The provisions of this Clause 7.4 shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

7.5 Inter-se Transactions

7.5.1 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end/ or cancelled and there shall be no rights, liability or any obligations outstanding in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.

7.6 Employees

7.6.1 Upon the coming into effect of this Scheme, all employees of the Transferor shall become the employees of the Transferee Company and on terms and conditions not less favourable than those on which they are engaged by the Transferor Company and without any interruption of or break in service as a result of the merger of the Transferor Company with the Transferee Company. For the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such employees with the Transferor Company and such benefits to which the employees are entitled in the Transferor Company shall also be taken into account, and paid (as and when payable) by the Transferee Company.

7.6.2 It is clarified that save as expressly provided for in this Scheme, the employees who become the employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the other employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the other employees of the Transferee Company), unless otherwise determined by the Transferee Company.

7.6.3 Insofar as the provident fund and superannuation fund, gratuity fund, trusts, retirement fund or benefits and any other funds or benefits created or existing by the Transferor Company for the employees or to which the Transferor Company is contributing for the benefit of the employees (collectively referred to as the “Funds”), all the contributions made to such Funds for the benefit of the employees and the investments made by the Funds in relation to the employees shall be transferred to the Transferee Company and shall be held for the benefit of the concerned employees. In the event the Transferee Company has its own funds in respect of any of the Funds referred to above, such contributions and/or future investments shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, be transferred to the relevant funds of the Transferee Company. In relation to those employees for whom the Transferor Company is making contributions to the government provident fund, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such employees.

7.6.4 The Boards of the Transferor Company and the Transferee Company shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of this clause.

8. COMPLIANCE WITH TAX LAWS

8.1 This Scheme has been drawn up to comply with the conditions relating to “Amalgamation” as specified in Section 2(1B) and other relevant provisions 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 and other related provisions at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said section and other related provisions of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent required to comply with Section 2(1B) and other relevant provisions of the Income Tax Act, 1961.

8.2 Upon the Scheme becoming effective, the Transferor Company and the Transferee Company shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, 1961, Goods and Services Tax Act, central sales tax, applicable state value added tax, service tax laws, excise duty laws and other tax laws, and to claim refunds and/or credit for taxes paid (including but not limited to MAT paid under section 115JA/115JB of the Income Tax Act 1961 and the right to claim credit therefore in accordance with the provisions of section 115JAA of the Income Tax Act 1961, tax deducted at source, wealth tax, etc.) and for matters incidental thereto, if required to give effect to the provisions of the Scheme.

8.3 All tax assessment proceedings/ appeals of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date and relating to the Transferor Company shall be continued and/or enforced until the Effective Date by or against the Transferor Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.

8.4 Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.

8.5 Any tax liabilities under the Income Tax Act, 1961, service tax laws, excise duty laws, central sales tax, applicable state value added tax laws, Goods and Services Tax or other applicable laws/regulations dealing with taxes/ duties/ levies of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company.

8.6 Any refund, under the Income Tax Act, 1961, service tax laws, excise duty laws, central sales tax, applicable state value added tax laws or other applicable laws/ regulations dealing with taxes/ duties/ levies due to Transferor Company consequent to the assessment made on Transferor Company (including any refund for which no credit is taken in the accounts of the Transferor Company or cases wherein application for rebate of service tax has been filed by the Transferor Company) as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company upon this Scheme becoming effective.

8.7 The tax payments (including, without limitation income tax, service tax, excise duty, central sales tax, applicable state value added tax, etc.) whether by way of tax deducted at source, advance tax or otherwise howsoever, by the Transferor Company after the Appointed Date, shall be deemed to be paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

8.8 Further, any tax deducted at source by the Transferor Company/ Transferee Company on transactions with the Transferee Company/ Transferor Company, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

8.9 Upon the Scheme coming into effect, any obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company.

8.10 Without prejudice to the generality of the above, all benefits, incentives, losses (including but not limited to book losses, tax losses), book unabsorbed depreciation, tax unabsorbed depreciation, accumulated losses, credits (including, without limitation income tax, MAT paid under section 115JA/115JB of the Income Tax Act 1961 and the right to claim credit therefore in accordance with the provisions of section 115JAA of the Income Tax Act 1961, tax deducted at source, wealth tax, service tax, Goods and Services Tax Act, excise duty, central sales tax, applicable state value added tax, customs duty drawback, etc.) to which the Transferor Company is entitled in terms of applicable laws, shall be available to and vest in the Transferee Company, upon this Scheme coming into effect.

8.11 Upon the coming into effect of this Scheme, all tax compliances under any tax laws by the Transferor Company on or after Appointed Date shall be deemed to be made by the Transferee Company.

9. CONTRACTS, DEEDS, ETC

9.1 Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, lease agreements, leave and license agreements, licenses, engagements, certificates, permissions, licenses, consents, approvals, concessions, and incentives (including but not limited to benefits under the Income Tax Act, 1961, Goods and Services Tax, service tax laws, excise and customs duty laws, central sales tax, applicable state value added tax laws and other incentives), remissions, remedies, subsidies, guarantees and other instruments, if any, of whatsoever nature to which the Transferor Company is a party and which have not lapsed and are subsisting or in force on 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 on this Scheme becoming effective, be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto. The Transferee Company may thereupon enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. The Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

10. LEGAL PROCEEDINGS

- 10.1 All legal proceedings, including before any statutory or quasi-judicial authority or tribunal of whatsoever nature, by or against the Transferor Company pending and/or arising at the Appointed Date shall be continued and/or enforced until the Effective Date by the Transferor Company. In the event of the Transferor Company failing to continue or enforce any legal proceeding in the period between the Appointed Date and the Effective Date, the same may be continued or enforced by the Transferee Company, at the cost of the Transferee Company. As and from the Effective Date, the legal proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.
- 10.2 Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme and the aforementioned proceedings may be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company had the Scheme not been made. The Transferee Company undertakes to have all aforementioned proceedings initiated by or against the Transferor Company referred above transferred to its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.
- 10.3 On and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in relation to the Transferor Company in the same manner and to the same extent as would or might have been initiated by the Transferor Company.
- 10.4 After the Appointed Date, if any proceedings are taken against the Transferor Company above, the same shall be defended by and at the cost of Transferee Company.

11. CONDUCT OF BUSINESS

- 11.1 With effect from the Appointed Date and up to and including the Effective Date:
- 11.1.1 The Transferor Company shall carry on and be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of and be deemed to have held and stood possessed of the properties, assets, liabilities and Undertakings on account of, and for the benefit of and in trust for, the Transferee Company.
- 11.1.2 All the profits or income accruing or arising to the Transferor Company, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Company shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of the Transferee Company.
- 11.1.3 The Transferor Company shall not utilize the profits or income, if any, for the purpose of declaring or paying any dividend or for any other purpose in respect of the period from and after the Appointed Date, without the prior written consent of the Transferee Company.
- 11.1.4 All taxes (including income tax, sales tax, excise duty, customs duty, service tax, Goods and Service Tax, VAT, 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, insofar as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, Goods and Service Tax, VAT, etc.), whether by way of deduction at source, advance tax, self-assessment tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of its 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.
- 11.1.5 If the Transferor Company and Transferee Company have supplied or received any goods or services or both to or from each from the Appointed Date till the Effective Date, then such transactions of supply and receipt shall be included in the turnover of supply or receipt of the respective companies and they shall be liable to pay tax accordingly under Goods and Service Tax.
- 11.1.6 Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Transferor Company that have been undertaken or discharged by the Transferor Company shall be deemed to have been so undertaken or discharged for and on behalf of and as agent for the Transferee Company.

12. SAVING OF CONCLUDED TRANSACTIONS

12.1 Subject to the terms of this Scheme, the transfer and vesting of the properties, assets, liabilities and Undertakings of the Transferor Company under Clause 7, effectiveness of contracts or deeds under Clause 9 and the continuance of proceedings by or against the Transferor Company under Clause 10 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or concluded after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

13. CANCELLATION OF SHARES OF THE TRANSFEROR COMPANY

13.1. The Transferor Company is a wholly owned subsidiary of the Transferee Company and its entire share capital is held by the Transferee Company in its own name and/or its nominees. Accordingly, there would be no issue of shares of the Transferee Company to the shareholders (including those holding the shares as nominees of the Transferee Company) of the Transferor Company. Pursuant to the amalgamation of the Transferor Company with the Transferee Company, the investment in the shares of the Transferor Company appearing in the books of account of the Transferee Company will stand cancelled.

13.2. Accordingly, upon the coming into effect of this Scheme, the share certificates representing the shares in the Transferor Company shall stand cancelled and shall be deemed to be cancelled without any further act or deed for cancellation thereof to be done by the Transferee Company.

14. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEE COMPANY

14.1. The Transferee Company shall account for amalgamation in its books of accounts in accordance with accounting prescribed under 'pooling of interest' method in Indian Accounting Standard (Ind AS) 103 - Business Combinations as notified under Section 133 of the Companies Act, 2013, read together with paragraph 3 of The Companies (Indian Accounting Standard) Rules, 2015.

15. COMBINATION OF AUTHORISED SHARE CAPITAL AND CHANGES TO THE MEMORANDUM OF ASSOCIATION OF THE TRANSFEE COMPANY

15.1. Upon this Scheme becoming effective, the authorised share capital of Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of Transferee Company, by the authorised share capital of Transferor Company amounting to a total of Rs. 6,00,00,000 (Rupees Six Crore) and the Memorandum of Association of Transferee Company (relating to the authorised share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended as mentioned below, the consent of the shareholders of the Transferor Company and the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and no further resolution(s) under Sections 13 and 61 of Companies Act, 2013, and applicable provisions of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duties and fees paid on the authorised capital of Transferor Company shall be utilized and applied to the increased authorised share capital of Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee by Transferee Company for increase in the authorised share capital to that extent.

15.2. Upon the Scheme coming into effect, the Memorandum of Association of the Transferee Company shall be amended and the following sub-clauses shall be added after the last sub-clause of Clause III A of the Memorandum of Association of Transferee Company, without any further act or deed and the Transferee Company will not be required to pass any fresh resolution in this regard:

1. *To carry on anywhere in India or abroad the business as consultants, assemblers, job-workers, service providers, makers, designers, developers, importers, exporters, franchises, distributors, investors, agents and dealers in any electronic and electrical items, gadgets, equipments and accessories particularly those pertaining to telecommunications, computers, computer aided system/communication, related tool, equipment and parts, computer hardwares and softwares, internet, internet related/based services, e-commerce network, multimedia products, and systems, information technology services, providing v-sat implementation services, virtual private networks, undertake development of markets of any new products, explore new avenues and potentials of existing markets of existing products, develop and improve new marketing techniques for any client concerns, undertake facilities management and network management undertake research programmes and business surveys, act as data banks, data processors, offer any business or other marketing or technical consultancy services in any traditional or non-traditional fields and provide such business and other utilities services as may be required by any client concerns.*
2. *To do business research and development of new computer software and hardware products, including computer - aided communication, network and multimedia products and systems.*
3. *To do business of maintenance, support and services of computer software, hardware network and computer - aided communication and multimedia products and systems, internet services providers by way opening direct work centres of giving franchise or network to others for the same.*
4. *To train and send computer software technicians, developers and agents on a professional service basis to domestic market or abroad to foreign markets, with those sent abroad as on export of technical manpower service.*
5. *To do business of giving technical training in computer software, hardware and networks, and Computer aided communications, internet and multimedia products and systems, opening and running technical training centres including computer education institute, polytechnic and any other institution in the fields of computer education, and development either on its own or franchise centres, in any part of the Country or abroad.*
6. *To translate operational manuals, technical guidebooks, catalogues, and test materials related to computer software and hardware along with any kind of manuscript, published books and articles on electronic media or otherwise.*

PART IV – GENERAL TERMS AND CONDITIONS

16. APPLICATION TO TRIBUNAL

16.1. The Transferor Company and Transferee Company shall, with reasonable dispatch, apply to the Tribunal for necessary orders or directions for holding meetings of the members of Transferor Company and Transferee Company for sanctioning this Scheme of Amalgamation under Sections 230 – 232 of the Act or for dispensing the holding of such meetings and orders for carrying this Scheme into effect and for dissolution of Transferor Company without winding up.

17. DISSOLUTION OF TRANSFEROR COMPANY AND THE BOARD OF DIRECTORS OF THE TRANSFEROR COMPANY

17.1. On the Scheme coming into effect, Transferor Company shall, without any further act or deed, stand dissolved without being wound up and the name of the Transferor Company shall be struck off from the records of the concerned ROC. Consequently, the Board of Directors of the Transferor Company, on and from the Effective Date, shall without any further act, instrument and deed stand dissolved. All directors of the Transferor Company shall cease to be directors of the Transferor Company from the Effective Date. However, if any such director is a director of the Transferee Company, such director will continue to hold his office in the Transferee Company.

18. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

18.1. This Scheme is conditional on and subject to -

- (a) The Scheme being agreed to by the respective requisite majorities of the members of the Transferor Company and the Transferee Company as may be required by the Tribunal either at the meeting or through consent/ No Objection Letters on the Application made for Direction under sections 230 to 232 of the Act for calling/ dispensing of the meeting and necessary resolution if any, passed under the Act for the purpose.
- (b) The sanction by the Tribunal under Sections 230 to 232 and other applicable provisions of the Act being obtained by Transferor Company.
- (c) Filing with the RoC of certified copies of the orders sanctioning the Scheme passed by the Tribunal.

19. MODIFICATIONS / AMENDMENTS TO THE SCHEME

19.2. The Transferor Company and the Transferee Company through their Board of Directors may assent to any modification(s) or amendment(s) in this Scheme which the Tribunal may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out the Scheme. Further, the Transferor Company and the Transferee Company through their respective Board of Directors, be and are hereby authorised to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any orders of the Tribunal or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.

19.3. Notwithstanding anything else to the contrary in this Scheme, the Transferee Company, the Transferor Company (acting through their respective Boards of Directors) shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the Tribunal or any other authority is not acceptable to them.

20. EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS

20.1. In the event of any of the sanctions and approvals not being obtained and/ or the Scheme not being sanctioned by the Tribunal or such other competent authority and / or the Order not being passed as aforesaid within such period or periods as may be agreed upon between the Transferor Company and the Transferee Company by their Boards of Directors, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. In such a situation, each party shall bear and pay its respective costs, charges and expenses for and / or in connection with the Scheme.

21. RESOLUTIONS

On and from the Effective Date, 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 any monetary limits approved under applicable law, then the said limits shall be added to the limits, if any, under the like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company. In case no resolutions have been passed by the Transferee Company approving any monetary limits prescribed under applicable law, the resolutions passed by the Transferor Company shall be deemed to be the resolutions passed by the Transferee Company, until the same are modified by the Transferee Company.

22. SEVERABILITY

If any provision(s) of this Scheme, in the opinion of the Tribunal or Boards of the Transferor Company and the Transferee Company, is found to be unviable for any reason whatsoever, the same shall not affect the validity or implementation of the other parts and/ or provisions of this Scheme.

23. REPEALS AND SAVING

Any matter filed with RoC, regional director, income tax authorities or the central government under the Companies Act 1956, before the notifications of the corresponding provisions under the Companies Act 2013 and not fully addressed at that time shall be concluded by the RoC, regional director or the central government, as the case may be, in terms of the Companies Act 1956. Any direction or order given by the Tribunal under the provisions of the Companies Act 1956 and any act done by the Transferee Company or the Transferor Company based on such directions or order shall be deemed to be in accordance with and consistent with the provisions of the Companies Act 2013. Accordingly, the provisions of the Companies Act 2013 shall not apply to acts done by the Transferor Company or the Transferee Company as per direction or order of the Tribunal sanctioning this Scheme.

24. EXPENSES CONNECTED WITH THE SCHEME

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

IGATE INFRASTRUCTURE MANAGEMENT SERVICES LIMITED

REPORT OF THE BOARD OF DIRECTORS OF IGATE INFRASTRUCTURE MANAGEMENT SERVICES LIMITED ON THE SCHEME OF ARRANGEMENT INTO CAPGEMINI TECHNOLOGY SERVICES INDIA LIMITED AND THEIR RESPECTIVE SHAREHOLDERS ("SCHEME OF ARRANGEMENT") ON EACH CLASS OF SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTER AND NON-PROMOTER SHAREHOLDERS, LAYING OUT IN PARTICULAR THE SHARE EXCHANGE RATIO

1. Background:

- 1.1 The proposed Scheme of Arrangement among IGATE Infrastructure Management Services Limited ("**Transferor Company**") into Capgemini Technology Services India Limited ("**Transferee Company**") and their respective shareholders ("**Scheme of Arrangement**") was approved by the Board of Directors of the Transferor Company at its meeting held on 18 July 2016. Subsequently, the Board of Directors of the Transferor Company at its meeting held on 22 June 2017 approved certain amendments to be carried out in the Scheme of Arrangement. In accordance with the provisions of Section 232(2)(c) of the Companies Act, 2013, the Directors of the Transferor Company are required to adopt a report explaining the effect of Scheme of Arrangement on each class of shareholders, key managerial personnel (KMP's), promoter and non-promoter shareholders of the Transferor Company laying out in particular the share exchange ratio. The said report adopted by the Directors of the Transferor Company in their meeting held on 10 August 2017 is required to be circulated along with notice convening meeting of the shareholders and creditors.
- 1.2 Having regard to the aforesaid provisions, this report is adopted by the Board in order to comply with the requirements of Section 232(2)(c) of Companies Act, 2013.
- 1.3 The Scheme of Arrangement, duly initialed by the Director of the Transferor Company for the purpose of identification, was considered by the Board of Directors for the purpose of issue of this report.

2. Effect of Scheme of Arrangement on the Shareholders, KMP, Promoter and Non-Promoter shareholders:

The Transferor Company is a wholly owned subsidiary of the Transferee Company and therefore no shares will be issued by the Transferee Company, pursuant to the Scheme of Arrangement. Thus, there will be no adverse effect of the said Scheme of Arrangement on the Equity Shareholders (only class of shareholders) of the Transferor Company.

There are no KMPs in the Transferor Company. Hence the question of any adverse effect of the Scheme of Arrangement on the KMP of the Transferor Company does not arise.

By order of the Board
For IGATE Infrastructure Management Services Limited

Shri Mukund Srinath
(DIN: 00025017)
Director

Place: Bangalore
Date: 10 August 2017

CAPGEMINI TECHNOLOGY SERVICES INDIA LIMITED

REPORT OF THE BOARD OF DIRECTORS OF CAPGEMINI TECHNOLOGY SERVICES INDIA LIMITED ON THE EFFECT OF SCHEME OF ARRANGEMENT INVOLVING AMALGAMATION OF IGATE INFRASTRUCTURE MANAGEMENT SERVICES LIMITED WITH CAPGEMINI TECHNOLOGY SERVICES INDIA LIMITED AND THEIR RESPECTIVE SHAREHOLDERS ("SCHEME OF ARRANGEMENT") ON EACH CLASS OF SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTER AND NON-PROMOTER SHAREHOLDERS, LAYING OUT IN PARTICULAR THE SHARE EXCHANGE RATIO

1. Background:

- 1.1 The proposed Scheme of Arrangement involving amalgamation of IGATE Infrastructure Management Services Limited ("Transferor Company") with Capgemini Technology Services India Limited ("Transferee Company") and their respective shareholders ("Scheme of Arrangement") was approved by the Board of Directors of the Transferee Company at its meeting held on 18 July 2016. Subsequently, the Board of Directors of the Transferee Company at its meeting held on 23 June 2017 approved certain amendments to be carried out in the Scheme of Arrangement. In accordance with the provisions of Section 232(2)(c) of the Companies Act, 2013, the Directors of the Transferee Company are required to adopt a report explaining the effect of Scheme of Arrangement on each class of shareholders, key managerial personnel (KMPs), promoter and non-promoter shareholders of the Transferee Company laying out in particular the share exchange ratio. The said report adopted by the Directors of the Transferee Company in their meeting held on 11 August 2017 is required to be circulated along with notice convening meeting of the shareholders and/or creditors, as the case may be.
- 1.2 Having regard to the aforesaid provisions, this report is adopted by the Board in order to comply with the requirements of Section 232(2)(c) of Companies Act, 2013.
- 1.3 The Scheme of Arrangement, duly initialed by the Company Secretary of the Transferee Company for the purpose of identification, was considered by the Board of Directors for the purpose of issue of this report.

2. Effect of Scheme of Arrangement on each class of Shareholders, Key Managerial Personnel, Promoter and Non-Promoter Shareholders:

The Transferor Company is a wholly-owned subsidiary company of the Transferee Company. Hence no shares of the Transferee Company shall be issued and allotted in respect of shares held by the Transferee Company or its nominees in the Transferor Company, pursuant to the Scheme of Arrangement, and hence Scheme of Arrangement does not provide for any share exchange ratio and as no valuation is involved, there exist no special valuation difficulties. Further, the Scheme of Arrangement has been proposed *inter alia* to consolidate and effectively manage the Transferor Company and the Transferee Company in a single entity, which will provide several benefits including synergy, economies of scale, attain efficiencies and cost competitiveness. Thus, there will be no adverse effect of the said Scheme of Arrangement on the Equity Shareholders (the only class of shareholders), Key Managerial Personnel, Promoter and Non-Promoter Shareholders of the Transferee Company.

By order of the Board
For Capgemini Technology Services India Limited

Shri Ashwin Ashok Yardi
(DIN: 07799277)
Director

Place: Mumbai
Date: 11 August 2017

Audited Financial Statements of IGATE Infrastructure Management Services Limited for the Financial Year 2016-2017

Independent Auditor's Report

To the Members of Infrastructure Management Services Limited

Report on the Standalone Ind As financial statements

We have audited the accompanying Standalone Ind As financial statements of **IGATE Infrastructure Management Services Limited ("the Company")**, which comprise the Balance Sheet as at 31 March, 2017, the Statement of Profit and Loss, the Cash Flow Statement for the year ended as at 31 March 2017 then ended, and a summary of the significant accounting policies and other explanatory information.

Management's Responsibility for the Standalone Ind As financial statements

The Company's Management is responsible for the matters stated in section 134(5) of the Companies Act 2013("the Act") with respect to the preparation of these Standalone Ind As financial statements that give a true and fair view of the financial position, financial performance and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2016. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgements and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the Standalone Ind As financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these Standalone Ind As financial statements based on our audit.

We have conducted our audit in accordance with the Standards on Auditing specified under section 143(10) of the Act. Those Standards require that we comply with the ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the Standalone Ind As financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and the disclosures in the Standalone Ind As financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Standalone Ind As financial statements, whether due to fraud or error. In making, those risk assessments, the auditor considers the internal financial control relevant to the Company's preparation and fair presentation of the Standalone Ind As financial statements in order to design audit procedures that are appropriate in the circumstances. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the accounting estimates made by the Company's Directors, as well as evaluating the overall presentation of the Standalone Ind As financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion and to the best of our information and according to the explanations given to us, the Standalone Ind As financial statements give the information required by the Act in the manner so required and give a true and fair view and are in conformity with the accounting principles generally accepted in India:

- (a) in the case of the Balance Sheet, of the state of affairs of the Company as at 31 March, 2017;
- (b) in the case of the Statement of Profit and Loss, of the loss of the Company for the year ended on 31 March 2017;
- (c) In the case of the Cash flow Statement, the cash flows of the company for the year ended as on 31 March 2017.

Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order, 2016("the Order") issued by the Central Government in terms of sub-section (11) of section 143 of the Act, we give in the Annexure a statement on the matters specified in paragraphs 3 and 4 of the Order and a report on internal financial controls under 143(3)(i) of the companies Act 2013.
2. As required by Section 143(3) of the Act, we report that:
 - (a) We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
 - (b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.
 - (c) The Balance Sheet, Statement of Profit and Loss, and the Cash Flow Statement dealt with by this Report are in agreement with the books of account.
 - (d) In our opinion, the Balance Sheet, Statement of Profit and Loss, and the Cash Flow Statement comply with the Accounting Standards specified under section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules 2016.

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- (e) On the basis of the written representations received from the directors as on 31 March, 2017 taken on record by the Board of Directors, none of the directors is disqualified as on 31 March, 2017 from being appointed as a director in terms of section 164(2) of the Act.
- (f) With respect to the other matters to be included in the Auditor's Report in accordance with rule 11 of the Companies (Audit and Auditors) Rules, 2016, in our opinion and to the best of our information and according to the explanations given to us;
- i) The company does not have any pending litigations which would impact its financial position
 - ii) The company does not have any long term contracts including derivative contracts for which there were any material foreseeable losses
 - iii) The company does not have any amount to be transferred to the Investors Education and Protection Fund
 - iv) The company has provided requisite disclosure in its Standalone Ind As financial statements as to holding as well as dealings in specified banks notes during the period from 8th November 2016 to 30th December 2016 and they are in accordance with books of accounts maintained by the company.

For **M/s. T. Ramachandran & Co.,**
Firm Registration Number: (FRN 009009S)
Chartered Accountants

Sd/-
T Ramachandran
Partner
Membership Number: 207600

Bangalore
25 July 2017

Annexure referred to in paragraph (1) of our report of even date as required under subsection 11 of section 143 of the act

1) Fixed assets

- a. According to the information and explanations given to us and based on the examination carried out by us, the company is maintaining proper records showing full particulars, including quantitative details and situation of fixed assets.
- b. According to the information and explanations given to us, the management has conducted the physical verification of fixed assets and in our opinion, the procedures followed for such verification is reasonable having regard to size of the company and no material discrepancies were noticed during such verification.
- c. The company does not hold any immovable property.

2) Inventories

The company is a service company and does not hold any inventory hence the clause 3(ii) relating to inventory is not applicable to the company.

3) Loans

The company has not given any loans to directors or companies other than the loans given to employees in the regular course of business and the terms and conditions of the same are not prima facie prejudicial to the interest of the company.

According to the information and explanations given to us and based on our verification the company has not made any investments or given guarantees to the parties listed in the register maintained under section 189 of the act.

4) Loans, advances, guarantee and securities

The company has not granted any loans, guarantee and not provided any security to director and company has not made any investment in other company.

5) Deposits

Based on our scrutiny of the company's records and according to the information and explanations provided by the management, in our opinion, the company has not accepted any deposits so far upto 31 March 2017.

6) Cost Records

We have been informed by the management, that no cost records have been prescribed under section 148(1) of the Companies Act, 2013 in respect of the operations of the company.

7) Statutory Dues :

- a) According to the information and explanations given to us, and the records of the company examined by us, in our opinion, the company is generally regular in depositing the undisputed statutory dues including the provident fund, employees state insurance, income tax, wealth tax, sales tax, service tax, excise duty, and cess and any other material statutory dues as may be applicable with the appropriate authorities
 - b) According to the information and explanations given to us, no undisputed dues payable in respect of income tax, sales tax, customs duty, cess were outstanding as at 31 March 2017 for a period more than six months from the date they became payable.
- 8) According to the records of the company examined by us and the information and explanations given to us, the company has not defaulted in repayment of dues to banks, financial institutions.
 - 9) The company did not raise any money by way of initial public offer or further public offer (Including debt instruments) and term loans during the year under review and hence the question of end use of the same does not arise
 - 10) According to the information and explanations furnished to us and based on the representation given by the management and based on the examination carried out by us in accordance with the generally accepted auditing practices in India, no fraud against or by the company has been noticed or reported during the year.
 - 11) Managerial remuneration has been paid or provided in accordance with the requisite approvals taken from the board meeting. Provision of section 197 read with Schedule 5 to the Company Act, 2013 is not applicable for private company.
 - 12) The company is not a Nidhi company and hence the clause relating to Nidhi Company is not applicable.
 - 13) According to the information and explanations given to us and based on the examination carried out by us, all transactions with the related parties are in compliance with sections 177 and 188 of Companies Act, 2013 where applicable and the details have been disclosed in the Standalone Ind As financial statements etc., as required by the applicable accounting standards.
 - 14) The company has not made any preferential allotment or private placement of shares or fully or partly convertible debentures during the year under review and hence the requirement of section 42 of the Companies Act, 2013 is not applicable to the company

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- 15) The company has not entered into any non-cash transactions with directors or persons connected with him and if so, during the year under review and hence the Clause 3(xv) of CARO 2016 is not applicable to the company
- 16) According to the information and explanations given to us, the company is not required to be registered under section 45-IA of the Reserve Bank of India Act, 1934

For **M/s. T. Ramachandran & Co.**,
Firm Registration Number: (FRN 009009S)
Chartered Accountants

Sd/-
T Ramachandran
Partner
Membership Number: 207600

Bangalore
25 July 2017

Annexure referred to in paragraph (1) of our report of even date as required under Section 143 (3) (i) of the Act on the Audited Standalone Ind AS Financial Statements of IGATE Infrastructure Management Services Limited

Report on the Internal financial controls under the clause(i) of sub-section 3 of section 143 of the companies act 2013.

We have audited the internal financial controls over financial reporting of IGATE Infrastructure Management Services Limited as of 31 March 2017 in conjunction with our audit of the audited Standalone Ind As financial statements of the company for the year ended on that date.

Management's Responsibility For internal Financial Controls

The Company's management is responsible for establishing and maintaining internal financial controls based on the internal controls Over Financial Reporting criteria established by the company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India. These responsibilities include the design, implementation, and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

Auditors Responsibility

Our responsibility is to express an opinion on the company's internal financial controls over financial reporting based on our audit. We conducted our audit in accordance with the guidance note on audit of internal financial controls over financial reporting and standards on auditing, issued by ICAI and deemed to be prescribed under section 143(10) of the companies act, 2013, to the extent applicable to an audit of internal financial controls, both applicable to an audit of internal financial control and, both issued by the Institute of chartered accountants of India. Those standards and guidance note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting was established and maintained and if such controls operated effectively in all material aspects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls system over financial reporting and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting, assessing the risk that material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the company's internal financial controls system over financial reporting.

Meaning Of Internal Financial Controls Over Financial Reporting

A Company's internal financial control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and preparation of Standalone Ind As financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in responsible detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of Standalone Ind As financial statements in accordance with generally accepted accounting principles and that receipts and expenditures of the company are being made only in accordance with authorisations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorised acquisition, use, or disposition of company's assets that could have a material effect on the Standalone Ind As financial statements.

Inherent Limitations of Internal Financial Controls Over Financial Reporting

Because of the inherent limitation of internal financial controls over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projection of any evaluation of the internal financial controls over financial reporting to future periods are subject to risk that the internal financial control over financial reporting may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

In our opinion, the company has, in all material respects, an adequate internal financial controls system over financial reporting and such internal financial controls over financial reporting were operating effectively as at 31 March 2017, based on the internal controls Over Financial Reporting criteria established by the company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India

Bangalore
25 July 2017

For M/s. T. Ramachandran & Co.,
Firm Registration Number: (FRN 009009S)
Chartered Accountants

Sd/-
T Ramachandran
Partner
Membership Number: 207600

Balance Sheet as at 31 March 2017

(Rs. in thousands)

	Notes	As at 31 March 2017	As at 31 March 2016	As at 1 April 2015
Assets				
Non-current assets				
Property, plant & equipment	3	-	-	-
Intangible assets	4	-	-	-
Other non-current assets	6	78,831	68,560	83,343
Total non-current assets		78,831	68,560	83,343
Current assets				
Financial Assets				
Current investments	7(a)	7,604	4,040	-
Trade receivables	7(b)	-	6,185	31,678
Cash and bank balances	7(c)	364	302	11,669
Other financial asset	5	27	112	754
Other current assets	6	-	41,738	29,520
Total current assets		7,995	52,377	73,621
Total Assets		86,826	1,20,937	1,56,964
Equity and liabilities				
Equity				
Equity Share capital	8	28,579	28,579	28,579
Other Equity				
Reserves and surplus	9	(39,048)	(30,621)	(1,824)
Total equity		(10,469)	(2,042)	26,755
Liabilities				
Non-current liabilities				
Financial Liabilities				
Borrowings	10	47,100	72,900	55,300
Other financial liabilities	11	6,724	12,263	6,378
Provisions	12	-	588	442
Total non-current liabilities		53,824	85,751	62,120
Current liabilities				
Financial Liabilities				
Borrowings	10	35,800	10,000	2,600
Trade payables	13	7,601	17,441	63,632
Provisions	12	-	317	132
Other current liabilities	14	70	9,470	1,725
Total Current liabilities		43,471	37,228	68,089
Total liabilities		97,295	1,22,979	1,30,209
Total equity and liabilities		86,826	1,20,937	1,56,964
Summary of significant accounting policies	2			

The accompanying notes are an integral part of the financial statements

As per our report of even date

For **T Ramchandran & Co.**
Chartered Accountants
Firm registration number: 009009S

T Ramchandran
Partner
Membership Number: 207600

Place : Bangalore
Date : 25 July 2017

For and on behalf of the Board of Directors of
IGATE Infrastructure Management Services Limited

Rajesh Ramdas
Director
DIN: 06746960

Mukund Srinath
Director
DIN: 00025017

Place : Bangalore
Date : 25 July 2017

Statement of profit and loss for the year ended 31 March 2017

(Rs. in thousands)

	Note	For the year ended 31 March 2017	For the year ended 31 March 2016
Income			
Revenue from operations		-	16,985
Other income	15	9,245	1,292
Total Income (I)		<u>9,245</u>	<u>18,277</u>
Expenses			
Employee benefits expense	16	-	25,378
Finance costs	18	8,337	6,546
Other expenses	17	9,335	15,150
Total Expenses (II)		<u>17,672</u>	<u>47,074</u>
Profit before tax (I) - (II)		<u>(8,427)</u>	<u>(28,797)</u>
Income tax expense			
Deferred tax		-	-
Current tax		-	-
Total tax expense		-	-
Profit for the year		<u>(8,427)</u>	<u>(28,797)</u>
Other comprehensive income			
A(i) Items that will not be reclassified to profit or loss		-	-
(ii) Income tax related to items that will not be reclassified to profit or loss		-	-
B(i) Items that will be reclassified to profit or loss		-	-
(ii) Income tax related to items that will be reclassified to profit or loss		-	-
Total comprehensive income for the year		<u>(8,427)</u>	<u>(28,797)</u>
Earnings per equity share[nominal value of share of Rs 10			
(31 March 2016: Rs 10)]	20	(2.95)	(10.08)
Basic & Diluted			
Computed on the basis of profit for the year			
Summary of significant accounting policies	2		

The accompanying notes are an integral part of the financial statements

As per our report of even date

For **T Ramchandran & Co.**
Chartered Accountants
Firm registration number: 009009S

T Ramchandran
Partner
Membership Number: 207600

Place : Bangalore
Date : 25 July 2017

For and on behalf of the Board of Directors of
IGATE Infrastructure Management Services Limited

Rajesh Ramdas
Director
DIN: 06746960

Mukund Srinath
Director
DIN: 00025017

Place : Bangalore
Date : 25 July 2017

Cash flow statement for the year ended 31 March 2017

(Rs. in thousands)

	For the year ended 31 March 2017	For the year ended 31 March 2016
Cash Flow from Operating Activities		
Profit before tax	(8,427)	(28,797)
Adjustment to reconcile profit before tax to net cash flows		
Provision for Bad debts	-	11,216
Net gain on sale of current and non current investments	(164)	(740)
Interest expense	8,290	6,539
Operating profit before working capital changes	(301)	(11,782)
Movements in working capital:		
Increase/(Decrease) in trade payables	(9,840)	(46,191)
Increase/(Decrease) in short-term provisions	(316)	185
Decrease in other current liabilities	(9,400)	7,745
Increase/(Decrease) in long-term provisions	(588)	146
Decrease in trade receivables	6,185	14,277
Decrease in short-term loans and advances	85	1,214
Decrease in long-term loans and advances	-	420
(Increase)/Decrease in other current assets	6,163	(4,687)
Increase/(Decrease) in other non-current assets	-	-
Cash generated from operations	(8,012)	(38,673)
Direct taxes paid (net of refunds)	25,304	6,260
Net cash flows from operating activities (A)	17,292	(32,413)
Cash flows from investing activities		
Purchase of current investments	(7,225)	(21,000)
Proceeds from sale of current investments	3,825	17,700
Net cash flows used in investing activities (B)	(3,400)	(3,300)
Cash flows from financing activities		
Proceeds from Borrowings	-	25,000
Proceeds from issuance of share capital	-	-
Interest paid	(13,830)	(654)
Net cash flows from/(used in) financing activities (C)	(13,830)	24,346
Net (decrease)/increase in cash and cash equivalents during the year (A+B+C)	62	(11,367)
Cash and cash equivalents at the beginning of the year	302	11,669
Cash and cash equivalents at the end of the year	364	302
Components of cash and cash equivalents		
Balances with banks:		
On current accounts	364	302
Margin money deposit	-	-
	364	302

Summary of significant accounting policies 2

As per our report of even date

For **T Ramachandran & Co.**
Chartered Accountants
Firm registration number: 009009S

T Ramachandran
Partner
Membership Number: 207600

Place : Bangalore
Date : 25 July 2017

For and on behalf of the Board of Directors of
IGATE Infrastructure Management Services Limited

Rajesh Ramdas
Director
DIN: 06746960

Mukund Srinath
Director
DIN: 00025017

Place : Bangalore
Date : 25 July 2017

Statement of changes in equity for the year ended March 31, 2017

(Rs. in thousands)

A. Equity share capital

	Number of Shares	Equity share capital (INR Actuals)
Issued and Paid up Capital at April 1, 2015	28,57,877	2,85,78,770
Changes in equity share capital during the year	-	-
Balance at March 31, 2016	28,57,877	2,85,78,770
Changes in equity share capital during the year	-	-
Balance at March 31, 2017	28,57,877	2,85,78,770

B. Other equity

Particulars	Reserves and surplus				Total other equity
	Securities premium reserve	Retained earnings	Capital redemption reserve	General reserve	
Balance at 1 April 2015	-	(1,824)	-	-	(1,824)
Profit for the year	-	(28,797)	-	-	(28,797)
Other comprehensive income					
Total comprehensive income for the year	-	(28,797)	-	-	(28,797)
Balance at 31 Mar 2016	-	(30,621)	-	-	(30,621)
Profit for the year	-	(8,427)	-	-	(8,427)
Other comprehensive income					
Total comprehensive income for the year	-	(8,427)	-	-	(8,427)
Balance at 31 Mar 2017	-	(39,048)	-	-	(39,048)

As per our report of even date

For T Ramchandran & Co.
Chartered Accountants
Firm registration number: 009009S

T Ramchandran
Partner
Membership Number: 207600

Place : Bangalore
Date : 25 July 2017

For and on behalf of the Board of Directors of
IGATE Infrastructure Management Services Limited

Rajesh Ramdas
Director
DIN: 06746960

Mukund Srinath
Director
DIN: 00025017

Place : Bangalore
Date : 25 July 2017

Notes to financial statements for the year ended 31 March 2017

(Rs. in thousands)

1. Corporate information

IGATE Infrastructure Management Services Limited ("the Company") is a public Company domiciled in India and incorporated under the provisions of the Companies Act, 1956. The Company is primarily engaged in providing comprehensive range of IT support services including system integration, system maintenance and support services which are broadly categorized into Facility Management Services and Maintenance Services.

On 18 July 2016, the Company's Board of Directors approved the plan to merge the Company with its Holding Company Capgemini Technology Services India Limited (formerly known as IGATE Global Solutions Limited) and the Company Summons for Directions (CSD) was filed in the Honorable High Court of Bombay, India on 01 August 2016 under the provisions of Sections 391-394 of the (old) Companies Act, 1956 and the same was pending before the Bombay High Court.

With effect from 15 December 2016 the Ministry of Corporate Affairs (MCA) notified Sections 230-234 of the Companies Act, 2013 (corresponding to Sections 391-394 under the Companies Act, 1956) and transferred certain pending cases in the High Courts including matters in relation to schemes of amalgamation to the National Company Law Tribunals ("NCLT") with appropriate jurisdiction.

The Financial Statements are authorized for issue by Board of Directors on 25 July 2017.

2 Significant accounting policies

a) Basis of preparation

These financial statements have been prepared in accordance with Indian Accounting Standards (Ind AS) as per the Companies (Indian Accounting Standards) Rules, 2015 notified under Section 133 of Companies Act, 2013 ("the Act") and other relevant provisions of the Act. For all periods up to and including the year ended 31 March 2015, the standalone financial statements of the Company are prepared in accordance with Indian Generally Accepted Accounting Principles (GAAP) under the historical cost convention on the accrual basis except for certain financial instruments which are measured at fair values. GAAP comprises mandatory accounting standards as prescribed under Section 133 of the Companies Act, 2013 ('Act') read with Rule 7 of the Companies (Accounts) Rules, 2014, the provisions of the Act, other relevant provisions of the Companies Act, 1956, to the extent applicable and Accounting Standard 30, 'Financial Instruments: Recognition and Measurement' ('AS 30') read with Accounting Standard 31 - 'Financial Instruments: Presentation' (AS 31) issued by the Institute of Chartered Accountants of India.

b) Use of estimates

The preparation of financial statements in conformity with Ind AS requires management to make judgements, estimates and assumptions that affect the application of accounting policies and reported amounts of assets and liabilities, revenue and expenses and disclosure of contingent liabilities at the date of the financial statements and the results of operations during the reporting period. Examples of such estimates include estimates of contract costs to be incurred to complete software development project, provision for taxes, employee benefit plans, provision for doubtful debts and advances and estimated useful life of Property, plant and equipment. Although these estimates are based on management's best knowledge of current events and actions, actual results could differ from these estimates. Estimates and underlying assumptions are reviewed on an ongoing basis. Any revision to accounting estimates is recognised prospectively in current and future periods.

c) Current-non-current classification

All assets and liabilities are classified into current and non-current.

Assets

An asset is classified as current when it satisfies any of the following criteria:

- a. it is expected to be realised in, or is intended for sale or consumption in, the company's normal operating cycle;
- b. it is held primarily for the purpose of being traded;
- c. it is expected to be realised within 12 months after the reporting date; or
- d. it is cash or cash equivalent unless it is restricted from being exchanged or used to settle a liability for at least 12 months after the reporting date.

Current assets include the current portion of non-current financial assets.

All other assets are classified as non-current.

Liabilities

- a. liability is classified as current when it satisfies any of the following criteria:
- b. it is expected to be settled in the company's normal operating cycle;
- c. it is held primarily for the purpose of being traded;
- d. it is due to be settled within 12 months after the reporting date; or

- e. the company does not have an unconditional right to defer settlement of the liability for at least 12 months after the reporting date. Terms of a liability that could, at the option of the counterparty, result in its settlement by the issue of equity instruments do not affect its classification.

"Current liabilities include current portion of non-current financial liabilities.

All other liabilities are classified as non-current.

d) Tangible fixed assets

Fixed assets are stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. The cost comprises purchase price, borrowing costs, if capitalization criteria are met and directly attributable cost of bringing the asset to its working condition for the intended use. Any trade discounts and rebates are deducted in arriving at the purchase price.

Subsequent expenditure related to an item of fixed asset is added to its book value only if it increases the future benefits from the existing asset beyond its previously assessed standard of performance. All other expenses on existing fixed assets, including day-to-day repair and maintenance expenditure and cost of replacing parts, are charged to the statement of profit and loss for the period during which such expenses are incurred.

Gains or losses arising from derecognition of fixed assets are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the statement of profit and loss when the asset is derecognized.

e) Depreciation on tangible fixed assets

Till the year ended 31 March 2014, Schedule XIV to the Companies Act, 1956, prescribed requirements concerning depreciation of fixed assets. From current year, Schedule XIV has been replaced by Schedule II to the Companies Act, 2013. The applicability of Schedule II has resulted in the following changes related to depreciation of fixed assets. Unless stated otherwise, the impact mentioned for the current year is likely to hold good for future years also.

Till the year ended 31 March 2014, depreciation rates prescribed under Schedule XIV were treated as minimum rates and the company was not allowed to charge depreciation at lower rates even if such lower rates were justified by the estimated useful life of the asset. Schedule II to the Companies Act 2013 prescribes useful lives for fixed assets which, in many cases, are different from lives prescribed under the erstwhile Schedule XIV. However, Schedule II allows companies to use higher/lower useful lives and residual values if such useful lives and residual values can be technically supported and justification for difference is disclosed in the financial statements.

Depreciation on fixed assets is calculated on a straight-line basis using the rates arrived at based on the useful lives estimated by the management, or those prescribed under the Schedule II to the Companies Act, 2013. The management believes that depreciation rates currently used fairly reflect its estimate of the useful lives and residual values of fixed assets, though these rates in certain cases are different from lives prescribed under Schedule II. The Company has used the following useful lives to provide depreciation on its fixed assets.

Asset	Years (SLM)
Computers and related assets	3
Office equipments	5
Furniture and fixtures	5

Leasehold improvements are depreciated over the primary lease period or remaining useful life, whichever is lower, on a straight line basis.

As per Schedule II to the Companies Act 2013 Assets individually costing Rs 5,000 or less are not required to depreciate fully within 12 months from the date of purchase. However, the management has decided to depreciate asset costing Rs 5000 or less within 12 months from the date of purchase.

f) Intangible assets

Intangible assets acquired separately are initially recognized at cost. Following initial recognition, intangible assets are carried at cost less accumulated amortization and accumulated impairment losses, if any. Intangible assets are amortized on a straight-line basis over the estimated useful economic life and are assessed for impairment whenever there is an indication that the intangible asset may be impaired.

Gains or losses arising from derecognition of an intangible asset are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the statement of profit and loss when the asset is derecognized.

Goodwill is amortized over a period of 10 years and computer software held for use in business purpose is amortized over an estimated useful life of 3 years or the period of licenses, whichever is lower.

g) Leases

Leases, where the lessor effectively retains substantially all the risks and benefits of ownership of the leased item, are classified as operating leases. Operating lease payments are recognized as an expense in the statement of profit and loss on a straight-line basis over the lease term.

h) Impairment on Tangible and intangible assets

The Company assesses at each reporting date whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the Company estimates the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's net selling price and its value in use. The recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets. Where the carrying amount of an asset exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining net selling price, recent market transactions are taken into account, if available. If no such transactions can be identified, an appropriate valuation model is used.

Impairment losses are recognized in the statement of profit and loss. After impairment, depreciation is provided on the revised carrying amount of the asset over its remaining useful life.

i) Investments

Investments, which are readily realizable and intended to be held for not more than one year from the date on which such investments are made, are classified as current investments. All other investments are classified as long-term investments. However, that part of long term investments which is expected to be realised within 12 months after the reporting date is also presented under 'current assets' as "current portion of long term investments" in consonance with the current/non-current classification scheme of Schedule III.

Long term investments are stated at cost less other than temporary decline in the value of such investments, determined separately for each individual investment .

Current investments are carried in financial statements at lower of cost and fair value determined by category of investment. The fair value is determined using quoted market price/market observable information adjusted for cost of disposal. The comparison of cost and fair value is done separately for each individual investment.

Any reductions in the carrying amount and any reversals of such reductions are charged or credited to the Statement of Profit and Loss.

On disposal of an investment, the difference between its carrying amount and net disposal proceeds is charged or credited to the statement of profit and loss.

j) Revenue Recognition

Revenue is recognized to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. The following specific recognition criteria must also be met before revenue is recognized:

Income from services

The Company's principal sources of revenue arise from facility management services and maintenance contracts. Revenue from maintenance contract and facility management services is recognized on a pro-rata basis over the period of the contracts.

Amounts received or billed to the extent corresponding services are yet to be rendered are recorded as deferred revenues.

Unbilled receivables represents amounts recognized as revenues for the periods presented based on services performed in accordance with the terms of contracts that will be billed in subsequent periods.

Interest

Interest income is recognized on a time proportion basis taking into account the amount outstanding and the applicable interest rate. Interest income is included under the head "other income" in the statement of profit and loss.

Other income

Other income is recognized on accrual basis.

k) Foreign currency transactions and balances**i) Initial Recognition**

Foreign currency transactions are recorded in the reporting currency, by applying to the foreign currency amount the exchange rate between the reporting currency and the foreign currency at the date of the transaction.

ii) Conversion

Foreign currency monetary items are retranslated using the exchange rate prevailing at the reporting date. Non-monetary items which are measured in terms of historical cost denominated in a foreign currency are reported using the exchange rate at the date of the transaction.

iii) Exchange Differences

Exchange differences arising on the settlement of monetary items or on reporting such monetary items of Company at rates different from those at which they were initially recorded during the year, or reported in previous financial statements, are recognized as income or as expenses in the year in which they arise.

l) Retirement and other employee benefits

Retirement benefit in the form of provident fund is a defined contribution scheme. The contributions to the provident fund are charged to the statement of profit and loss for the year when the contributions are due. The Company has no obligation, other than the contribution payable to the provident fund.

Gratuity liability is a defined benefit obligation and is provided for on the basis of an actuarial valuation on projected unit credit method made at the end of each financial year.

Accumulated leave, which is expected to be utilized within the next twelve months, is treated as short-term employee benefit. The Company measures the expected cost of such absences as the additional amount that it expects to pay as a result of the unused entitlement that has accumulated at the reporting date.

The Company treats accumulated leave expected to be carried forward beyond twelve months, as long-term employee benefit for measurement purposes. Such long-term compensated absences are provided for based on the actuarial valuation using the projected unit credit method at the year-end.

Actuarial gains/losses are immediately taken to the statement of profit and loss and are not deferred.

m) Income taxes

Tax expense comprises of current and deferred tax. Current income tax is measured at the amount expected to be paid to the tax authorities in accordance with the Income-tax Act, 1961 enacted in India and tax laws prevailing in the respective tax jurisdictions where the Company operates. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date.

Deferred income taxes reflect the impact of timing differences between taxable income and accounting income originating during the current year and reversal of timing differences for the earlier years. Deferred tax is measured using the tax rates and the tax laws enacted or substantively enacted at the reporting date.

Deferred tax liabilities are recognized for all taxable timing differences. Deferred tax assets are recognized for deductible timing differences only to the extent that there is reasonable certainty that sufficient future taxable income will be available against which such deferred tax assets can be realized. In situations where the Company has unabsorbed depreciation or carry forward tax losses, all deferred tax assets are recognized only if there is virtual certainty supported by convincing evidence that they can be realized against future taxable profits.

In the situations where the Company is entitled to a tax holiday under the Income-tax Act, 1961 enacted in India or tax laws prevailing in the respective tax jurisdictions where it operates, no deferred tax (asset or liability) is recognized in respect of timing differences which reverse during the tax holiday period, to the extent the Company's gross total income is subject to the deduction during the tax holiday period. Deferred tax in respect of timing differences which reverse after the tax holiday period is recognized in the year in which the timing differences originate. However, the Company restricts recognition of deferred tax assets to the extent that it has become reasonably certain or virtually certain, as the case may be, that sufficient future taxable income will be available against which such deferred tax assets can be realized. For recognition of deferred taxes, the timing differences which originate first are considered to reverse first.

At each reporting date, the Company re-assesses unrecognized deferred tax assets. It recognizes unrecognized deferred tax assets to the extent that it has become reasonably certain or virtually certain, as the case may be, that sufficient future taxable income will be available against which such deferred tax assets can be realized.

The carrying amount of deferred tax assets are reviewed at each reporting date. The Company writes-down the carrying amount of a deferred tax asset to the extent that it is no longer reasonably certain or virtually certain, as the case may be, that sufficient future taxable income will be available against which deferred tax asset can be realized. Any such write-down is reversed to the extent that it becomes reasonably certain or virtually certain, as the case may be, that sufficient future taxable income will be available.

Deferred tax assets and deferred tax liabilities are offset, if a legally enforceable right exists to set-off current tax assets against current tax liabilities and the deferred tax assets and deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum alternate tax (MAT) paid in a year is charged to the statement of profit and loss as current tax. The Company recognizes MAT credit available as an asset only to the extent that there is convincing evidence that the Company will pay

Notes to financial statements for the year ended 31 March 2017 (Contd.)

(Rs. in thousands)

normal income tax during the specified period, i.e., the period for which MAT credit is allowed to be carried forward. In the year in which the Company recognizes MAT credit as an asset in accordance with the Guidance Note on Accounting for Credit Available in respect of Minimum Alternative Tax under the Income-tax Act, 1961, the said asset is created by way of credit to the statement of profit and loss and shown as "MAT Credit Entitlement." The Company reviews the "MAT credit entitlement" asset at each reporting date and writes down the asset to the extent the Company does not have convincing evidence that it will pay normal tax during the specified period.

n) Earnings per share

Basic earnings per share are calculated by dividing the net profit or loss for the period attributable to equity shareholders by the weighted average number of equity shares outstanding during the period. For the purpose of calculating diluted earnings per share, the net profit or loss for the period attributable to equity shareholders and the weighted average number of shares outstanding during the period are adjusted for the effects of all dilutive potential equity shares.

o) Provisions

A provision is recognized when the Company has a present obligation as a result of past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. Provisions are not discounted to its present value and are determined based on best estimate required to settle the obligation at the reporting date. These estimates are reviewed at each reporting date and adjusted to reflect the current best estimates.

p) Contingent Liabilities

A contingent liability is a possible obligation that arises from past events whose existence will be confirmed by the occurrence or non-occurrence of one or more uncertain future events beyond the control of the Company or a present obligation that is not recognized because it is not probable that an outflow of resources will be required to settle the obligation. A contingent liability also arises in extremely rare cases where there is a liability that cannot be recognized because it cannot be measured reliably. The Company does not recognize a contingent liability but discloses its existence in the financial statements.

q) Cash and cash equivalents

Cash and cash equivalents for the purpose of cash flow statement comprise cash at bank and in hand and short-term investments with an original maturity of three months or less.

3 Property, Plant & Equipment

	Computers	Office Equipment	Furniture & Fixtures	Total
Gross Block				
At 01 April 2015	11,124	2,334	2,410	15,868
Additions	-	-	-	-
At 31 March 2016	11,124	2,334	2,410	15,868
Additions	-	-	-	-
At 31 March 2017	11,124	2,334	2,410	15,868
Accumulated Depreciation				
At 01 April 2015	11,124	2,334	2,410	15,868
Charge for the year	-	-	-	-
At 31 March 2016	11,124	2,334	2,410	15,868
Charge for the year	-	-	-	-
At 31 March 2017	11,124	2,334	2,410	15,868
Net block				
At 01 April 2015	-	-	-	-
At 31 March 2016	-	-	-	-
At 31 March 2017	-	-	-	-

Notes to financial statements for the year ended 31 March 2017 (Contd.)

(Rs. in thousands)

4 Intangible Assets

	Goodwill	Total
Gross Block		
At 01 April 2015	63,696	63,696
Purchase	-	-
At 31 March 2016	63,696	63,696
Purchase	-	-
At 31 March 2017	<u>63,696</u>	<u>63,696</u>
Amortization		
At 01 April 2015	63,696	63,696
Charge for the year	-	-
At 31 March 2016	63,696	63,696
Charge for the year	-	-
At 31 March 2017	<u>63,696</u>	<u>63,696</u>
Net block		
At 01 April 2015	-	-
At 31 March 2016	-	-
At 31 March 2017	<u>-</u>	<u>-</u>

5 Other financial assets

	Non-current			Current		
	31 March 2017	31 March 2016	1 April 2015	31 March 2017	31 March 2016	1 April 2015
Security deposit	-	-	-	-	-	50
Advances to employees	-	-	-	-	109	126
Advances recoverable in cash or kind	-	-	-	27	3	578
	<u>-</u>	<u>-</u>	<u>-</u>	<u>27</u>	<u>112</u>	<u>754</u>

6 Other Assets

	Non-current			Current		
	31 March 2017	31 March 2016	1 April 2015	31 March 2017	31 March 2016	1 April 2015
Unbilled revenues	-	-	-	-	4,739	-
Gratuity receivable (refer note 21)	-	-	-	-	1,424	1,476
Prepaid expenses	-	-	-	-	-	572
Balances with statutory/government authorities	-	-	420	-	-	-
Advance income-tax (net of provision for tax)	77,441	67,170	81,533	-	35,575	27,472
Interest income on income tax receivable	1,390	1,390	1,390	-	-	-
	<u>78,831</u>	<u>68,560</u>	<u>83,343</u>	<u>-</u>	<u>41,738</u>	<u>29,520</u>

Notes to financial statements for the year ended 31 March 2017 (Contd.)

(Rs. in thousands)

7 Financial Assets

7(a) Current investments

	31 March 2017	31 March 2016	1 April 2015
Current investments (valued at fair value)			
Unquoted mutual funds			
18671.475 (31 March 2016- 16,602.64) units of Rs.261.31 each fully paid in Birla sun Life Cash Plus - Growth -Direct Plan	4,879	4,040	-
Stan Chart Bank FD (31 March 2016 - Nil)	2,725	-	-
	<u>7,604</u>	<u>4,040</u>	<u>-</u>

7(b) Trade receivables

	31 March 2017	31 March 2016	1 April 2015
Outstanding for a period exceeding six months from the date they are due for payment			
Unsecured, considered good	-	-	1,828
Unsecured, considered doubtful	5,112	11,007	-
Provision for doubtful receivables	(5,112)	(11,007)	-
(A)	<u>-</u>	<u>-</u>	<u>1,828</u>
Other receivables			
Unsecured, considered good	-	6,185	29,850
Unsecured, considered doubtful	-	209	-
Provision for doubtful receivables	-	(209)	-
(B)	<u>-</u>	<u>6,185</u>	<u>29,850</u>
Total (A+B)	<u>-</u>	<u>6,185</u>	<u>31,678</u>

In determining the allowance for doubtful trade receivables, the Company has used a practical expedient by computing the expected credit loss allowance for trade receivables based on a provision matrix. The provision matrix takes into account historical credit loss experience and is adjusted for forward looking information. The expected credit loss allowance is based on the ageing of the receivables that are due and rates used in provision matrix.

7(c) Cash and bank balances

	31 March 2017	31 March 2016	1 April 2015
Cash and cash equivalents			
Balances with banks:			
On current accounts	364	302	11,249
Other bank balances			
Margin money deposit	-	-	420
	<u>364</u>	<u>302</u>	<u>11,669</u>

Margin money deposits with a carrying amount of NIL (31 March 2016 Rs.NIL; 1 April 2015 Rs 420 thousands) against guarantees issued by banks on behalf of the Company to customers.

Specified bank notes (SBN)

The Company had no transactions / balances of Specified Bank Notes during the specified period

As per schedule III of the Companies Act 2013 and Rules 11(d) of the Companies (Auditor and Auditor's) Amendment Rules, The company has disclosed the details of Specified Bank Notes (SBN) held and transacted during the period from 8 November, 2016 to 30 December, 2016.

Notes to financial statements for the year ended 31 March 2017 (Contd.)

(Rs. in thousands)

Particulars	SBNs	Other denomination notes	Total
Closing cash in hand as on 8 November 2016	Nil	Nil	Nil
(+) Permitted receipts	Nil	Nil	Nil
(-) Permitted payments	Nil	Nil	Nil
(-) Amount deposited in Banks	Nil	Nil	Nil
Closing cash in hand as on 30 December 2016	Nil	Nil	Nil

8 Share capital

	31 March 2017	31 March 2016	1 April 2015
Authorised shares			
6,000,000 (31 March 2016 - 6,000,000) equity shares of Rs.10 each	<u>60,000</u>	<u>60,000</u>	<u>60,000</u>
Issued, subscribed and fully paid up shares			
2,857,877 (31 March 2016 - 2,857,877) equity shares of Rs.10 each	<u>28,579</u>	<u>28,579</u>	<u>28,579</u>
Total issued, subscribed and fully paid up share capital	<u>28,579</u>	<u>28,579</u>	<u>28,579</u>

a. Reconciliation of shares outstanding at the beginning and at the end of the reporting period

Equity shares

Category	31 March 2017		31 March 2016		1 April 2015	
	No. of shares	Rs. in thousands	No. of shares	Rs. in thousands	No. of shares	Rs. in thousands
At the beginning of the period	<u>28,57,877</u>	<u>28,579</u>	<u>28,57,877</u>	<u>28,579</u>	<u>28,57,877</u>	<u>28,579</u>
Outstanding at the end of the period	<u>28,57,877</u>	<u>28,579</u>	<u>28,57,877</u>	<u>28,579</u>	<u>28,57,877</u>	<u>28,579</u>

b. Terms/right attached to equity shares

The Company has only one class of equity shares having par value of Rs 10 per share. Each holder of equity shares is entitled to one vote per share. The Company declares and pays dividends in Indian rupees. Any dividends proposed by the Board of Directors is subject to the approval of the shareholders in the Annual General Meeting.

In the event of liquidation of the Company, the holders of equity shares will be entitled to receive remaining assets of the Company. The distribution will be in proportion to the number of equity shares held by the shareholders.

c. Shares held by holding/ultimate holding company and/or their subsidiaries/associates

Out of total equity shares issued by the Company, shares held by its holding company, ultimate holding company and their subsidiaries/associates are as below:

	31 March 2017	31 March 2016	1 April 2015
Capgemini Technology Services India Limited, the Holding company (fka IGATE Global Solutions Limited)			
2,857,867 (31 March 2016 - 2,857,867) equity shares of Rs. 10 each fully paid	<u>28,579</u>	<u>28,579</u>	<u>28,579</u>
	<u>28,579</u>	<u>28,579</u>	<u>28,579</u>

Notes to financial statements for the year ended 31 March 2017 (Contd.)

(Rs. in thousands)

d. Details of shareholders holding more than 5% shares in the Company

	31 March 2017		31 March 2016		1 April 2015	
	No. of shares	% holding in the class	No. of shares	% holding in the class	No. of shares	% holding in the class
Equity shares of Rs.10 each fully paid						
Capgemini Technology Services India Limited, the Holding company (fka IGATE Global Solutions Limited)	2,857,867	99.9%	2,857,867	99.9%	2,857,867	99.9%

As per the records of the Company, including its register of shareholders/members and other declaration received from shareholders, the above shareholding represents legal ownerships of shares.

9 Reserves and surplus

	31 March 2017	31 March 2016	1 April 2015
Surplus in the statement of profit and loss			
Balance as per the last financial statements	(30,621)	(1,824)	29,935
Profit for the year	(8,427)	(28,797)	(31,759)
Net deficit in the statement of profit and loss	(39,048)	(30,621)	(1,824)
Total reserves and surplus	(39,048)	(30,621)	(1,824)

10 Borrowings

	Non-current portion			Current maturities		
	31 March 2017	31 March 2016	1 April 2015	31 March 2017	31 March 2016	1 April 2015
Term Loans						
10% Inter-corporate deposit (unsecured)	47,100	72,900	55,300	35,800	10,000	2,600
	<u>47,100</u>	<u>72,900</u>	<u>55,300</u>	<u>35,800</u>	<u>10,000</u>	<u>2,600</u>

Inter-corporate deposit carries interest @ 10% p.a. The loan is repayable after 3 years from the date of disbursement of the loan amounts.

11 Other Financial liabilities

	31 March 2017	31 March 2016	1 April 2015
Interest accrued but not due on borrowings	6,724	12,263	6,378
	<u>6,724</u>	<u>12,263</u>	<u>6,378</u>

12 Provisions

	Long-term			Short-term		
	31 March 2017	31 March 2016	1 April 2015	31 March 2017	31 March 2016	1 April 2015
Provision for employee benefits						
Provision for leave benefits	-	588	442	-	317	132
	<u>-</u>	<u>588</u>	<u>442</u>	<u>-</u>	<u>317</u>	<u>132</u>

13 Trade payables

	31 March 2017	31 March 2016	1 April 2015
Trade payables (refer note 19)	7,601	17,441	63,632
	<u>7,601</u>	<u>17,441</u>	<u>63,632</u>

Notes to financial statements for the year ended 31 March 2017 (Contd.)

(Rs. in thousands)

14 Other current liabilities

	31 March 2017	31 March 2016	1 April 2015
Accrued salaries and benefits			
Salaries	-	11	30
Bonus and incentives	-	3,773	309
Cash settled share based awards	-	5,431	-
Others			
Statutory liabilities	70	255	1,386
	<u>70</u>	<u>9,470</u>	<u>1,725</u>

15 Other income

	For the year ended 31 March 2017	For the year ended 31 March 2016
Interest income on bank deposits	168	36
Interest income others	3,266	516
Net gain on sale of current investments	164	740
Provision no longer required written back	5,468	-
Exchange gain (net)	179	-
	<u>9,245</u>	<u>1,292</u>

16 Employee benefit expense

	For the year ended 31 March 2017	For the year ended 31 March 2016
Salaries, wages and bonus	-	18,708
Employee stock compensation expense (refer note 23)	-	5,287
Contribution to provident and other fund	-	685
Staff welfare expenses	-	45
Other employee benefits	-	653
	<u>-</u>	<u>25,378</u>

17 Other expenses

	For the year ended 31 March 2017	For the year ended 31 March 2016
Sub-contracting expenses	2,333	781
Rent	-	7
Rates and taxes	1,486	467
Repairs and maintenance		
Building	-	51
Advertisement and sales promotion	-	14
Other Expenses	4,636	-
Travel and conveyance	21	65
Communication costs	-	52
Recruitment and training	-	5
Legal and professional fees	539	594
Outside consultancy charges		
Payment to auditor	204	350
Exchange differences (net)	-	724
Bad debts	-	11,216
Miscellaneous expenses	116	824
	<u>9,335</u>	<u>15,150</u>

Notes to financial statements for the year ended 31 March 2017 (Contd.)

(Rs. in thousands)

Payment to auditor

	For the year ended 31 March 2017	For the year ended 31 March 2016
As auditor:		
Audit Fee	150	300
Tax audit fee	50	50
Reimbursement of expenses	4	-
	<u>204</u>	<u>350</u>

18 Finance costs

	For the year ended 31 March 2017	For the year ended 31 March 2016
Interest on loans	8,290	6,539
Bank charges	47	7
	<u>8,337</u>	<u>6,546</u>

19 Details of dues to micro and small enterprises as defined under the MSMED Act, 2006

Based on information available with the Company, there are no suppliers who are registered as micro, small or medium enterprises under "The Micro, Small and Medium Enterprises Development Act, 2006" as at 31 March, 2017 and 31 March, 2016.

20 Earnings per share (EPS)

The following reflects the loss and share data used in the basic and diluted EPS computations:

	For the year ended 31 March 2017	For the year ended 31 March 2016
Net profit/(loss) for calculation of basic and diluted EPS	(8,427)	(28,797)
Weighted average number of equity shares in calculating basic and diluted EPS	<u>2,857,877</u>	<u>2,857,877</u>
Basic and diluted earnings per share (Rs)	<u>(2.95)</u>	<u>(10.08)</u>

21. Gratuity and other post-employment benefit plans

The Company has a defined benefit gratuity plan. Every eligible employee gets gratuity on departure at 15 days salary (last drawn salary) for each completed year of service. The scheme is funded.

The following table summarize the components of net benefit expense recognized in the statement of profit and loss and amounts recognized in the balance sheet for the plan.

	31 March 2017	31 March 2016
Statement of profit and loss		
Net employee benefit expense recognized in the employee cost		
Current service cost	-	184
Interest cost on benefit obligation	-	114
Expected return on plan assets	-	(261)
Net actuarial (gain)/loss recognized	-	44
Effect of limit in para 59 (b)	-	(28)
Net benefit expense	<u>-</u>	<u>53</u>
Actual return on plan assets	<u>257</u>	<u>203</u>
Balance Sheet		
Benefit asset/liability		
Present value of defined benefit obligation	-	(1,418)
Fair value of plan assets	2,413	3,574
Amount not recognised as an asset	-	(732)
Plan (liability)/asset	<u>2,413</u>	<u>1,424</u>

Notes to financial statements for the year ended 31 March 2017 (Contd.)

(Rs. in thousands)

	31 March 2017	31 March 2016
Changes in the present value of the defined benefit obligation are as follows:		
Opening defined benefit obligation	1,418	1,365
Current service cost	-	184
Interest cost	-	114
Benefits paid	(1,418)	(230)
Actuarial (gain)/losses	-	(15)
Liabilities assumed on divestiture	-	-
Closing defined benefit obligation	-	1,418
Change in the fair value of plan assets are as follows:		
Opening fair value of plan assets	3,574	3,601
Contributions by employer	-	-
Expected return	-	261
Actuarial (gain)/losses	257	(58)
Benefits paid	(1,418)	(230)
Closing fair value of plan assets	2,413	3,574

The Company expects to contribute Nil to gratuity in next one year (31 March 2016; Nil)

The major categories of plan assets as a percentage of the fair value of total plan assets are as follows:

	31 March 2017	31 March 2016
Investments with the Insurer	100%	100%

The principal assumptions used in determining gratuity are shown below:

Increase in compensation cost	-	8.00%
Employee turnover	-	14% - 27%
Discount rate	-	7.75%
Expected rate of return on plan assets	-	8.00%

Amounts for the current and previous four periods are as follows:

	31 March 2017	31 March 2016	31 March 2015	31 March 2014	31 March 2013
Gratuity					
Defined benefit obligation	-	1,418	1,365	6,177	7,553
Plan assets	2,413	3,574	3,601	6,229	6,859
Surplus / (deficit)	2,413	2,156	2,236	52	(694)
Exp Adj on Plan Liabilities	-	(84)	814	(1,454)	575
Exp Adj on Plan Assets	-	(58)	(150)	(263)	443

22. Employee stock option plans

The employees of the Company were entitled to participate in share based awards issued by IGATE Corporation the ultimate holding company till 30 June 2015. Costs pertaining to share based awards issued to the Company's employee are cross charged by the ultimate holding company. Such expenses are accounted for as part of employee benefits and the liability to the ultimate holding company is settled in cash.

During the year, the company has been cross charged Rs. Nil thousands (31 March 2016: Rs. 5,287 thousands) by the ultimate holding company as stock compensation expense towards the cost incurred by the ultimate holding company for providing stock options to some of its employees. The Company recognises the intra group recharge when it is actually levied or paid. The stock compensation expense has been recorded in the statement of profit and loss under employee benefit expense.

Notes to financial statements for the year ended 31 March 2017 (Contd.)

(Rs. in thousands)

23. Expenditure in foreign currency (accrual basis)

	31 March 2017	31 March 2016
Employee stock compensation expense	-	5,287

24. Unhedged foreign currency exposure

Particulars	31 March 2017		31 March 2016	
	Trade receivables	Trade Payables	Trade receivables	Trade Payables
USD	-	-	-	-
GBP	-	-	-	2

25. Related party disclosures

Names of related parties and related party relationship

Ultimate Holding Company

Capgemini SE

Holding Company

Capgemini Technology Services India Limited (fka IGATE Global Solutions Limited)

Associate Companies / Fellow Subsidiaries

IGATE Singapore Pte Ltd

Key Management Personnel

Sujit Sircar

Mukund Srinath

Rajesh Ramdas

Related party transactions

	31 March 2017	31 March 2016
a) Sub-contracting Expenses		
IGATE Singapore Pte Ltd	2,333	-
b) Loan taken during the year		
Capgemini Technology Services India Limited (fka IGATE Global Solutions Limited)	-	25,000
c) Interest payable on the loan		
Capgemini Technology Services India Limited (fka IGATE Global Solutions Limited)	8,290	6,539
d) Expense cross charged		
IGATE Corporation (Subsequently merged with Capgemini North America Inc)	-	5,287
Loans taken from related party are @ 10% interest		

Balances outstanding

a) Trade payables		
Capgemini Technology Services India Limited (fka IGATE Global Solutions Limited)	6,013	17,007
IGATE Singapore Pte Ltd	1,389	-
c) Borrowings		
Capgemini Technology Services India Limited (fka IGATE Global Solutions Limited)	82,900	82,900
d) Interest accrued but not due on borrowings		
Capgemini Technology Services India Limited (fka IGATE Global Solutions Limited)	6,724	12,263
Loans taken from related party are @ 10% interest		

26 First-time adoption of Ind AS**Transition to Ind AS**

These are the Company's first financial statements prepared in accordance with Ind AS.

The accounting policies set out in Note 2, have been applied in preparing the financial statements from the year ended 31 March 2017, the comparative information presented in these financial statements for the year ended 31 March 2016 and in the preparation of an opening Ind AS balance sheet at 1 April 2015 (the Company's date of transition). In preparing its opening Ind AS balance sheet, the Company has adjusted the amounts reported previously in financial statements prepared in accordance with the accounting standards notified under Companies (Accounting Standards) Rules, 2006 (as amended) and other relevant provisions of the Act (previous GAAP or Indian GAAP). An explanation of how the transition from previous GAAP to Ind AS has affected the Company's financial position, financial performance and cash flows is set out in the following tables and notes.

A. Exemptions and exceptions availed

Set below are the applicable Ind AS optional exemptions and mandatory exceptions applied in the transition from previous GAAP to Ind AS.

A.1 Ind AS optional exemptions**A.1.1 Deemed cost**

Ind AS 101 permits a first-time adopter to elect to continue with the carrying value for all of its property, plant and equipment as recognised in the financial statements as at the date of transition to Ind AS, measured as per the previous GAAP and use that as its deemed cost as at the date of transition. This exemption can also be used for intangible assets covered by Ind AS 38 Intangible Assets.

Accordingly, the Company has elected to measure all of its property, plant and equipment and intangible assets at their previous GAAP carrying value.

A.1.2 Leases

Appendix C to Ind AS 17 requires an entity to assess whether a contract or arrangement contains a lease. In accordance with Ind AS 17, this assessment should be carried out at the inception of the contract or arrangement. Ind AS 101 provides an option to make this assessment on the basis of facts and circumstances existing at the date of transition to Ind AS, except whether the effect is expected to be not material.

The Company has elected to apply this exemption for such contracts/arrangements.

A.2 Ind AS mandatory exceptions**A.2.1 Estimates**

An entity's estimates in accordance with Ind AS at the date of transition to Ind AS shall be consistent with estimates made for the same date in accordance with previous GAAP (after adjustments to reflect any difference in accounting policies), unless there is objective evidence that those estimates were in error.

Ind AS estimates as at 1 April 2015 are consistent with the estimates as at the same date made in conformity with previous GAAP.

A.2.2 De-recognition of financial assets and liabilities

Ind AS 101 requires a first-time adopter to apply the de-recognition provisions of Ind AS 109 prospectively for transitions occurring on or after the date of transition to Ind AS. However, Ind AS 101 allows a first-time adopter to apply the de-recognition requirements in Ind AS 109 retrospectively from a date of the entity's choosing, provided that the information needed to apply Ind AS 109 to financial assets and financial liabilities derecognised as a result of past transactions was obtained at the time of initially accounting for those transactions.

The Company has elected to apply the de-recognition provisions of Ind AS 109 prospectively from the date of transition to Ind AS.

A.2.3 Classification and measurement of financial assets

Ind AS 101 requires an entity to assess classification and measurement of financial assets on the basis of the fact and circumstances that exists at the date of transition to Ind AS.

B. Reconciliations between previous GAAP and Ind AS

Ind AS 101 requires an entity to reconcile equity, total comprehensive income and cash flows for prior periods. The following tables represent the reconciliations from previous GAAP to Ind AS.

Notes to financial statements for the year ended 31 March 2017 (Contd.)

(Rs. in thousands)

Reconciliation of equity as at 1 April 2015

	Amount as per IGAAP	Effects of transition to Ind AS	Amount as per Ind AS
Assets			
Non-current assets			
Property, Plant and Equipment	-	-	-
Other Intangible assets	-	-	-
Other non-current assets	83,343	-	83,343
Total non current assets	83,343	-	83,343
Current Assets			
Financial Assets			
Current investments	-	-	-
Trade and other receivables	31,678	-	31,678
Cash and cash equivalents	11,669	-	11,669
Short-term loans and advances	754	-	754
Other current assets	29,520	-	29,520
Total current assets	73,621	-	73,621
Total Assets	1,56,964	-	1,56,964
Equity and Liabilities			
Equity			
(a) Equity share capital	28,579	-	28,579
(b) Other equity			
Retained earnings	(1,824)	-	(1,824)
Total equity	26,755	-	26,755
Non current liabilities			
Financial liabilities			
Long term borrowings	55,300	-	55,300
Other non-current financial liabilities	6,378	-	6,378
Provisions	442	-	442
Total non current liabilities	62,120	-	62,120
Current liabilities			
Financial liabilities			
Short term borrowings	2,600	-	2,600
Trade and other payables	63,632	-	63,632
Other current liabilities	1,725	-	1,725
Provisions	132	-	132
Total current liabilities	68,089	-	68,089
Total liabilities	1,30,209	-	1,30,209
Total Equity and Liabilities	1,56,964	-	1,56,964

Notes to financial statements for the year ended 31 March 2017 (Contd.)

(Rs. in thousands)

Reconciliation of equity as at 31 March 2016

	Amount as per IGAAP	Effects of transition to Ind AS	Amount as per Ind AS
Assets			
Non-current assets			
Property, Plant and Equipment	-	-	-
Other Intangible assets	-	-	-
Other non-current assets	68,560	-	68,560
Total non current assets	68,560	-	68,560
Current Assets			
Financial Assets			
Current investments	3,785	255	4,040
Trade and other receivables	14,859	(8,674)	6,185
Cash and cash equivalents	302	-	302
Short-term loans and advances	112	-	112
Other current assets	41,738	-	41,738
Total current assets	60,796	(8,419)	52,377
Total Assets	1,29,356	(8,419)	1,20,937
Equity and Liabilities			
Equity			
(a) Equity share capital	28,579	-	28,579
(b) Other equity			
Retained earnings	(22,202)	(8,419)	(30,621)
Reserves representing unrealized gains / losses	-	-	-
Other reserves	-	-	-
Total equity	6,377	(8,419)	(2,042)
Non current liabilities			
Financial liabilities			
Long term borrowings	72,900	-	72,900
Other non-current financial liabilities	12,263	-	12,263
Provisions	588	-	588
Total non current liabilities	85,751	-	85,751
Current liabilities			
Financial liabilities			
Short term borrowings	10,000	-	10,000
Trade and other payables	17,441	-	17,441
Other current liabilities	9,470	-	9,470
Provisions	317	-	317
Total current liabilities	37,228	-	37,228
Total liabilities	1,22,979	-	1,22,979
Total Equity and Liabilities	1,29,356	(8,419)	1,20,937

Notes to financial statements for the year ended 31 March 2017 (Contd.)

(Rs. in thousands)

Reconciliation of profit or loss for the year ended 31 March 2016

	Amount as per IGAAP	Effects of transition to Ind AS	Amount as per Ind AS
Revenue			
I. Revenue from Operations (Gross)	16,985	-	16,985
II. Other income	1,037	255	1,292
III. Total Income (I+II)	<u>18,022</u>	<u>255</u>	<u>18,277</u>
IV. Expenses			
Employee Benefits Expenses	25,378	-	25,378
Finance costs	6,546	-	6,546
Other Expenses	6,476	8,674	15,150
Total Expenses (IV)	<u>38,400</u>	<u>8,674</u>	<u>47,074</u>
V. Profit/(loss) before Tax	<u>(20,378)</u>	<u>(8,419)</u>	<u>(28,797)</u>
VI. Tax Expenses:			
1. Deferred Tax	-	-	-
2. Current Tax	-	-	-
Total Tax Expenses (VI)	<u>-</u>	<u>-</u>	<u>-</u>
VII. Profit/(Loss) for the Year	<u>(20,378)</u>	<u>(8,419)</u>	<u>(28,797)</u>
VIII. Other comprehensive income			
A (i) Items that will not be reclassified to profit or loss	-	-	-
(ii) Income tax related to items that will not be reclassified to profit or loss	-	-	-
B (i) Items that will be reclassified to profit or loss	-	-	-
B (ii) Income tax related to items that will be reclassified to profit or loss	-	-	-
IX. Total comprehensive income for the period	<u>(20,378)</u>	<u>(8,419)</u>	<u>(28,797)</u>

27 Financial instruments – Fair values and Risk Management

A. Accounting classification and fair values

The fair values of the financial assets and liabilities are included at the amounts at which the instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation state.

The Company classifies its inputs used to measure fair value into the following hierarchy :

Level 1 : Unadjusted quoted market prices in active market

Level 2 : Unadjusted quoted prices in active markets for similar assets or liabilities or Unadjusted quoted prices for identical or similar assets or liabilities in markets that are not active or Inputs other than quoted prices that are observable for the asset or liability

Level 3 : Inputs for assets and liabilities that are based on unobservable market data

Notes to financial statements for the year ended 31 March 2017 (Contd.)
(Rs. in thousands)

March 31, 2017	Carrying amount				Fair Value			
	FVTPL	FVTOCI	Amotised Cost	Total	Level 1	Level 2	Level 3	Total
Financial assets								
Cash and cash equivalents	-	-	364	364	-	-	-	-
Current investments	7,604	-	-	7,604	7,604	-	-	7,604
Other Current financial asset	-	-	27	27	-	-	-	-
	<u>7,604</u>	<u>-</u>	<u>391</u>	<u>7,995</u>	<u>7,604</u>	<u>-</u>	<u>-</u>	<u>7,604</u>
Financial liabilities								
Long term borrowings	-	-	47,100	47,100	-	-	-	-
Short term borrowings	-	-	35,800	35,800	-	-	-	-
Trade and other payables	-	-	7,601	7,601	-	-	-	-
Other Non-Current financial liabilities	-	-	6,724	6,724	-	-	-	-
	<u>-</u>	<u>-</u>	<u>97,225</u>	<u>97,225</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

March 31, 2016	Carrying amount				Fair Value			
	FVTPL	FVTOCI	Amotised Cost	Total	Level 1	Level 2	Level 3	Total
Financial assets								
Cash and cash equivalents	-	-	302	302	-	-	-	-
Current investments	4,040	-	-	4,040	4,040	-	-	4,040
Trade and other receivables	-	-	6,185	6,185	-	-	-	-
Other Current financial asset	-	-	112	112	-	-	-	-
	<u>4,040</u>	<u>-</u>	<u>6,599</u>	<u>10,639</u>	<u>4,040</u>	<u>-</u>	<u>-</u>	<u>4,040</u>
Financial liabilities								
Long term borrowings	-	-	72,900	72,900	-	-	-	-
Short term borrowings	-	-	10,000	10,000	-	-	-	-
Trade and other payables	-	-	17,441	17,441	-	-	-	-
Other Non-Current financial liabilities	-	-	12,263	12,263	-	-	-	-
	<u>-</u>	<u>-</u>	<u>1,12,604</u>	<u>1,12,604</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

April 1, 2015	Carrying amount				Fair Value			
	FVTPL	FVTOCI	Amotised Cost	Total	Level 1	Level 2	Level 3	Total
Financial assets								
Cash and cash equivalents	-	-	11,669	11,669	-	-	-	-
Trade and other receivables	-	-	31,678	31,678	-	-	-	-
Other Current financial asset	-	-	754	754	-	-	-	-
	<u>-</u>	<u>-</u>	<u>44,101</u>	<u>44,101</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Financial liabilities								
Long term borrowings	-	-	55,300	55,300	-	-	-	-
Short term borrowings	-	-	2,600	2,600	-	-	-	-
Trade and other payables	-	-	63,632	63,632	-	-	-	-
Other Non-Current financial liabilities	-	-	6,378	6,378	-	-	-	-
	<u>-</u>	<u>-</u>	<u>1,27,910</u>	<u>1,27,910</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

Notes to financial statements for the year ended 31 March 2017 (Contd.)

(Rs. in thousands)

B. Measurement of fair values

Valuation techniques and significant unobservable inputs

The following tables show the valuation techniques used in measuring Level 2 fair values

Financial instruments measured at fair value

Type	Valuation technique
Investments	The Company's investments consist primarily of investment in debt linked mutual funds. Fair value of debt linked mutual funds are based on prices as stated by the issuers of mutual funds and are classified as Level 1 or 2 after considering whether the fair value is readily determinable.

During the reporting period ending 31 March 2017, 31 March 2016 and 31 March 2015, there have been no transfers between Level 1 and Level 2 fair value measurements

C. Financial risk management

The Company has exposure to the following risks arising from financial instruments:

- Credit risk ;
- Liquidity risk ; and

i. Credit risk

Credit risk is the risk of financial loss to the Company if a customer or counterparty to a financial instrument fails to meet its contractual obligations, and arises principally from the Company's receivables from customers and investments in debt securities.

The carrying amount of following financial assets represents the maximum credit exposure:

Trade and other receivables

The Company periodically assesses the financial reliability of its customers, taking into account the financials condition, current economic trends and analysis of historic bad debts and ageing of accounts receivable. Financial assets are written off when there is no reasonable expectation of recovery from the customer.

The Company establishes an allowance for impairment that represents its estimate of expected losses in respect of trade and other receivables.

The movement in the allowance for impairment in respect of trade and other receivables during the year was as follows.

	31 March 2017	31 March 2016
Balance at the beginning of the year	11,216	-
Impairment loss recognised/ reversed	(6,104)	11,216
Balance at the end of the year	5,112	11,216

Others

Credit risk of the Company on cash and cash equivalents and investments is subject to low credit risk since the investments of the Company are in banks and financial institutions with high credit ratings assigned by international and domestic credit rating agencies.

ii. Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The Company's approach to managing liquidity is to ensure, as far as possible, that it will have sufficient liquidity to meet its liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Company's reputation.

Exposure to liquidity risk

The following are the remaining contractual maturities of financial liabilities at the reporting date. The amounts are gross and undiscounted, and include estimated interest payments and exclude the impact of netting agreements.

March 31, 2017	Contractual cash flows		
	Carrying amount	Within one year	More than 1 year
Non current financial liabilities	53,824	-	53,824
Current financial liabilities	35,800	35,800	-
Trade and other payables	7,601	7,601	-

Notes to financial statements for the year ended 31 March 2017 (Contd.)*(Rs. in thousands)*

March 31, 2017	Contractual cash flows		
	Carrying amount	Within one year	More than 1 year
Non current financial liabilities	85,163	-	85,163
Current financial liabilities	10,000	10,000	-
Trade and other payables	17,441	17,441	-

28 Previous year figures have been regrouped / reclassified, where necessary, to confirm to this year's classification.

As per our report of even date

For **T Ramchandran & Co.**
Chartered Accountants
Firm registration number: 009009S

T Ramchandran
Partner
Membership Number: 207600

Place : Bangalore
Date : 25 July 2017

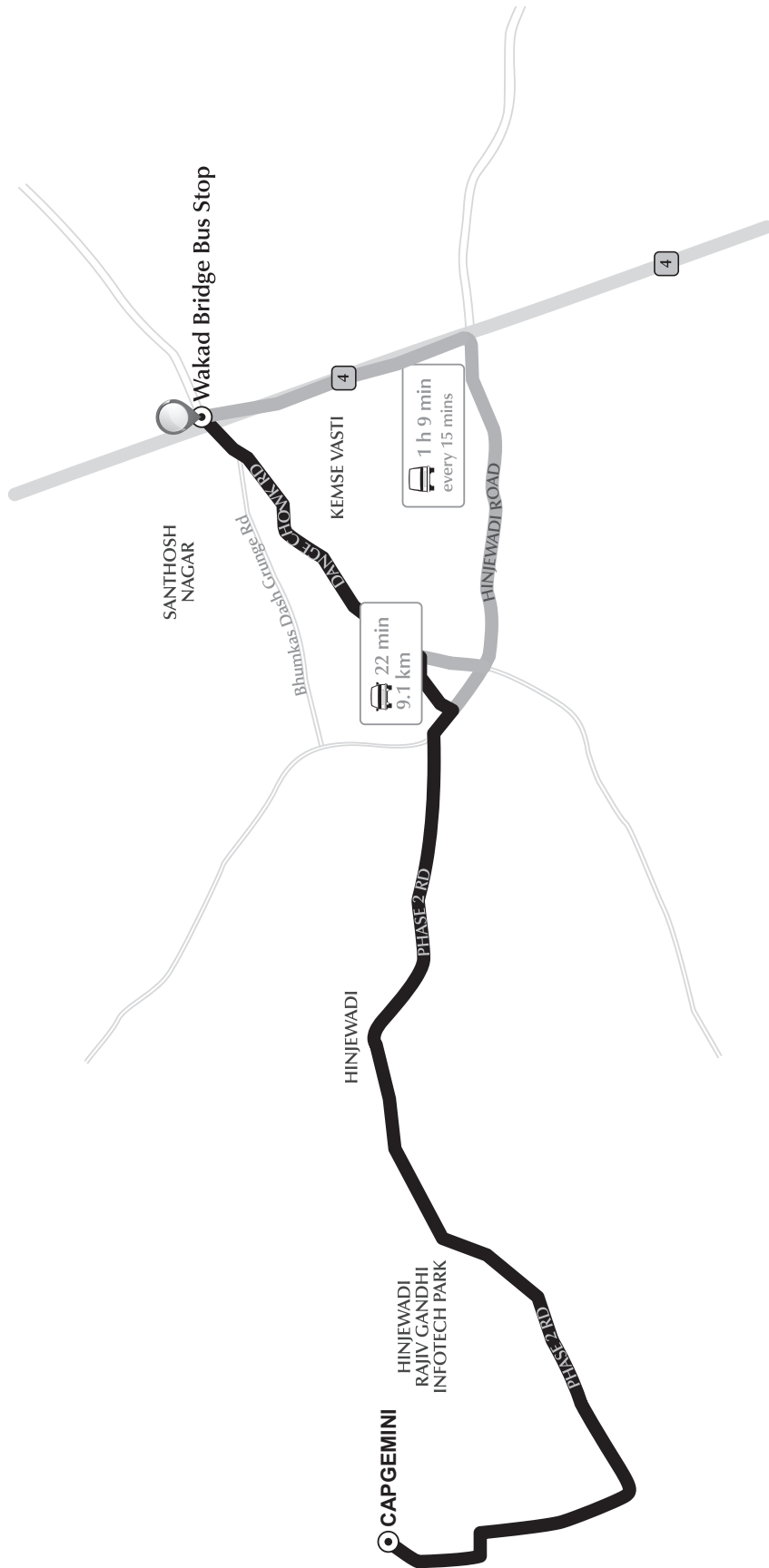
For and on behalf of the Board of Directors of
IGATE Infrastructure Management Services Limited

Rajesh Ramdas
Director
DIN: 06746960

Place : Bangalore
Date : 25 July 2017

Mukund Srinath
Director
DIN: 00025017

ROUTE MAP FOR MEETING VENUE





Capgemini Technology Services India Limited

(Formerly known as IGATE Global Solutions Limited)

Regd. office: No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune - 411 057 Maharashtra
CIN: U85110PN1993PLC145950; E-mail: dlcompanysecretary.ig@capgemini.com; Website: www.in.capgemini.com
Telephone: +91-20-66991000; Fax: +91-20-66995050

Meeting of the Equity Shareholders of Transferee Company as per the directions of the Tribunal Form No. MGT-11

[Pursuant to section 105(6) of the Companies Act, 2013 and Rule 19(3) of the Companies (Management and Administration), Rules, 2014]

Name of the member(s):		E-mail Id:	
Registered address:		Folio No/Client Id:	
		DP Id:	

I/We, being the member(s) of Capgemini Technology Services India Limited holding _____ shares, hereby appoint:

- Mr./Ms. Address.....
e-mail id: Signature , or failing him/her
- Mr./Ms. Address.....
e-mail id: Signature , or failing him/her
- Mr./Ms. Address.....
e-mail id: Signature

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 Transferee Company as per the directions of the Tribunal, to be held on **Wednesday, 27 September 2017 at 11.00 a.m.** at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase-III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune - 411 057, Maharashtra and at any adjournment thereof in respect of such resolutions as are indicated below:

Special Resolution	For*	Against*
Approval for the Scheme of Arrangement among IGATE Infrastructure Management Services Limited and Capgemini Technology Services India Limited and their respective Shareholders		

Signed this.....day of 2017

Affix
Revenue
Stamp

Signature of Shareholder(s)

Notes:

- A proxy need not be a member of the Transferee Company. Pursuant to the provisions of Section 105 of the Companies Act, 2013, a person can act as proxy on behalf of not more than fifty Members holding in aggregate not more than ten percent of the total share capital of the Transferee Company. Members holding more than ten percent of the total share capital of the Company may appoint a single person as proxy, who shall not act as proxy for any other member.
- If you are a body corporate, as the shareholder, a copy of the resolution of the board of the directors or the governing body authorizing such a person to act as its representative/proxy at the Meeting and certified to be a true copy by a Director, the manager, the secretary or any other authorized officer of such body corporate should be lodged with the Transferee Company not later than 48 hours before the commencement of the meeting.
- This form of proxy in order to be effective should be duly completed, signed and stamped should be deposited in person or through post at the registered office of the Transferee Company, not less than 48 hours before the commencement of the Meeting or such longer period as the articles may prescribe. Incomplete proxy form will be treated as invalid.
- Please affix revenue stamp of requisite amount on the proxy form and thereafter cancel the stamp affixed on the proxy form by signing across the stamp. Please note, unstamped or inadequately stamped proxy forms or proxy forms upon which stamps have not been cancelled will be treated as invalid.
- The proxy holder is required to furnish his/her proof of identity at the time of attending the meeting. No person shall be appointed as Proxy who is a minor.
- All alterations made in the form of proxy should be initialed.
- In case of multiple proxies, the proxy later in time shall be accepted.



Capgemini Technology Services India Limited

(Formerly known as IGATE Global Solutions Limited)

Regd. office: No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune - 411 057 Maharashtra
CIN: U85110PN1993PLC145950; E-mail: dlcompanysecretary.ig@capgemini.com; Website: www.in.capgemini.com
Telephone: +91-20-66991000; Fax: +91-20-66995050

Meeting of the Equity Shareholders of Transferee Company as per the directions of the Tribunal

Folio No.:		DP ID*:		Client ID*:	
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*I hereby record my presence at Meeting of the equity shareholders of Transferee Company as per the directions of the Tribunal to be held on **Wednesday, 27 September, 2017 at 11.00 a.m.** at No.14, Rajiv Gandhi Infotech Park, Hinjawadi, Phase-III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune- 411 057, Maharashtra, India

Name of the Shareholder (In Block Letters):

Signature of the Shareholder or Proxy:

- Notes:**
- Please complete this attendance slip and hand it over at the entrance of the hall
 - Members are requested to bring their copies of Annual Report to the Meeting.

Notes

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Notes

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