



February 20, 2024

To
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort,
Mumbai 400001.

Sub: Intimation under Regulations 37 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 – Scheme of Amalgamation between Ceinsys Tech Limited and Allygrow Technologies Private Limited and their respective Shareholders and Creditors (“Scheme”)

Dear Sir/ Madam,

We refer to our letter dated November 7, 2023 wherein it was intimated that the Board of Directors of Ceinsys Tech Limited ("the Company") at its Meeting held on November 7, 2023, subject to requisite approvals/consents, approved the Scheme of Amalgamation between the Company and Allygrow Technologies Private Limited (“ATPL” or “Transferor Company ”), wholly owned subsidiary of the Company, and their respective shareholders and Creditors (“Scheme”) under sections 230 to 232 and other applicable provisions of the Companies Act, 2013 with the Appointed Date as 1 April 2024.

In terms of Regulations 37(6) of the Listing Regulations read with SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated 20th June, 2023 (“SEBI Circular”), the requirement of obtaining 'No Objection Letter' from the Stock Exchange is not applicable to Draft Schemes which solely provides for merger of a wholly owned subsidiary with its holding company.

However, in accordance with the provisions of Regulations 37(6) of the Listing Regulations read with the SEBI Circular, such Draft Schemes shall be filed with the Stock Exchange for the purpose of disclosures and the Stock Exchange shall disseminate the scheme documents on their websites.

Accordingly, the following documents are enclosed as Annexure A – C:

- i. Certified True Copy of the Draft Scheme
- ii. Certified True Copy of the Extract of the Resolution passed by the Members of the Audit Committee of the Company dated November 7, 2023.

Ceinsys Tech Ltd.
Registered Office: 10/5, IT Park, Opp. VNIT, Nagpur-440022.
Maharashtra, India | CIN: L72300MH1998PLC114790
info@ceinsys.com | EPABX: +91 712 2249033/358/930
Fax: +91 712 2249605



www.ceinsys.com



- iii. Certified True Copy of the Extract of the Resolution passed by the Board of Directors of the Company and the Transferor Company each dated November 7, 2023.

The details as required under Regulation 30 of the Listing Regulations read with SEBI/HO/CFD/CFD-PoD- 1/P/CIR/2023/123 dated 13 July, 2023 were submitted to the Stock Exchange vide our letter dated November 7, 2023. A copy of the said disclosure is also attached as Annexure D for ready reference.

Kindly take the above on record.

Yours faithfully,
For Ceinsys Tech Limited

A handwritten signature in blue ink, appearing to read 'Pooja Karande'.

Pooja Karande
Company Secretary
& Compliance Officer



Encl.: As above

Annezure - A

SCHEME OF AMALGAMATION

UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013

BETWEEN

CEINSYS TECH LIMITED: TRANSFEREE COMPANY

AND

ALLYGROW TECHNOLOGIES PRIVATE LIMITED: TRANSFEROR COMPANY

AND

THEIR RESPECTIVE SHAREHOLDERS

AND

THEIR RESPECTIVE CREDITORS

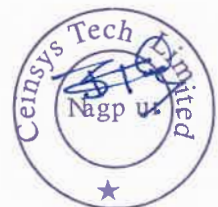
**(PURSUANT TO SECTION 230 TO 232 OF THE COMPANIES ACT, 2013
AND OTHER APPLICABLE PROVISION OF THE COMPANIES ACT, 2013)**

Certified True Copy

For Ceinsys Tech Ltd.



Company Secretary cum Compliance Officer



PREAMBLE

This Scheme of Amalgamation (as defined hereinafter in Clause 3.13 of Part I) is presented under Sections 230 to 232, of the Companies Act, 2013 (the “Act”) and other applicable provisions of the Act for amalgamation of Allygrow Technologies Private Limited (hereinafter referred to as “ATPL” or “Transferor Company”) with Ceinsys Tech Limited (hereinafter referred to as “Ceinsys” or “Transferee Company”).

The Scheme is in the best interest of the Transferor Company, Transferee Company, their shareholders, their creditors and all other stakeholders.

PARTS OF THE SCHEME:

The Scheme is divided into five parts:

- i. **Part I** sets-forth the Introduction, Definitions and Interpretation;
- ii. **Part II** sets-forth the share capital structure of the Transferee Company and Transferor Company;
- iii. **Part III** deals with the amalgamation of the Transferor Company with the Transferee Company, in accordance with sections 230 to 232 of the Act;
- iv. **Part IV** deals with consideration, accounting and tax treatments in the Financial Statements of the Transferee Company pursuant to the amalgamation of the Transferor Company in the Transferee Company and in terms of this Scheme; and
- v. **Part V** deals with general/residuary terms and conditions.

PART I

INTRODUCTION, DEFINITIONS AND INTERPRETATION

1 INTRODUCTION

1.1 CEINSYS TECH LIMITED

CEINSYS TECH LIMITED (hereinafter referred to as “Ceinsys” or “Transferee Company”) having CIN L72300MH1998PLC114790, is a public limited company incorporated on May 5, 1998 under the Companies Act 1956 and has its Registered Office situated at 10/5, I.T. Park, Nagpur - 440022. The equity shares of the Transferee Company are listed on the BSE Limited (‘BSE’). The details about the capital structure of Transferee Company are set out in Part II.

Ceinsys is a technology-driven organization that specializes in offering solutions in the Geospatial, Enterprise & Engineering and mobility services space for a global clientele.



1.2 ALLYGROW TECHNOLOGIES PRIVATE LIMITED

ALLYGROW TECHNOLOGIES PRIVATE LIMITED (hereinafter referred to as “ATPL” or “Transferor Company”) having CIN U74900PN2015PTC155682, is a private limited company incorporated on July 6, 2015 under the Companies Act, 2013 and has its Registered Office situated at 4A, Ground floor, IT8-Qubix Business Park SEZ, Blue Ridge – Paranjpe Schemes, Phase 1, Hinjawadi. Pune – 411057. The details about the capital structure of Transferor Company are set out in Part II.

The Transferor Company is a wholly owned subsidiary of the Transferee Company and is primarily, engaged in the business of core engineering design, product development, smart manufacturing, and digitalization in the engineering services space. Allygrow Engineering Services Private Limited (“AESPL”) is a wholly owned subsidiary of ATPL engaged in business of system designing, inventing and developing of software system. A merger of AESPL into the Transferor Company was filed with the NCLT, Mumbai Bench vide Company Application CA(CAA)No.112/MB/2021. The NCLT, Mumbai Bench has approved the said Scheme of Amalgamation vide Order dated 9th February 2024 of AESPL with the Transferor Company.

2 RATIONALE OF THE SCHEME

2.1 In three tranches i.e., in February, 2022, June 2022 and August 2022 Ceinsys had bought 100% shares of the ATPL from its shareholders and consequently, the Transferor Company became a wholly-owned subsidiary of the Transferee Company. In order to consolidate the business in one place and effectively manage the Transferor Company and Transferee Company as a single entity, which will provide several benefits including streamlined group structure by reducing the number of legal entities, reducing the multiplicity of legal and regulatory compliances, rationalizing costs, it is intended that the Transferor Company be amalgamated with the Transferee Company.

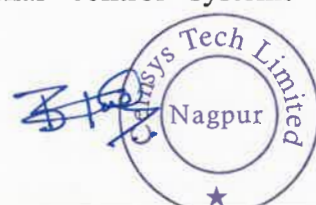
2.2 The Scheme would *inter alia* have the following benefits:

2.2.1 Greater integration and greater financial strength and flexibility and to maximize overall shareholders’ value.

2.2.2 Cost savings from more focused operational efforts, rationalization, standardization and simplification of business processes and productivity improvements.

2.2.3 Greater efficiency in cash management of the Transferee Company, and unfettered access to cash flow generated by the combined businesses which can be deployed more efficiently to fund growth opportunities, to maximize shareholders value.

2.2.4 Consolidation and improvement in the internal control systems and



procedures which will bring greater management and operational efficiency due to integration of various similar functions being carried out by the entities such as human resources, finance, legal, management etc.

- 2.2.5 Reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by both the Transferor Company and the Transferee Company.
 - 2.2.6 Enable unified accounting and auditing resulting in reduction of costs and time and efforts involved.
 - 2.2.7 Simplification of group structure.
- 2.3 Accordingly, the Board of Directors of the Transferor Company and the Transferee Company have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertaking and business of the Transferor Company with and into the Transferee Company pursuant to the provisions of Section 230-232 of the Companies Act, 2013 and other relevant provisions of the Act. The proposed corporate restructuring mechanism by way of a scheme of merger by absorption under the provisions of the Companies Act, 2013 is beneficial, advantageous and not prejudicial and is in the best interests of all the stakeholders of both the companies involved.

3 DEFINITIONS

In this Scheme, the following words and expressions shall, unless the context requires otherwise, have the following meanings ascribed to them:

- 3.1 **“Act” or “the Act”** means the Companies Act, 1956 / 2013 and the rules made thereunder, and includes any alterations, modifications and amendments made thereto and/or any re-enactment thereof;
- 3.2 **“Applicable Law(s)”** means any statute, law, regulation, ordinance, rule, judgment, order, decree, by-law, approval from the concerned authority, Governmental Authority resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question;
- 3.3 **“Appointed Date”** means April 1, 2024 or such other date as may be approved by the National Company Law Tribunal for amalgamation of ATPL into Ceinsys;
- 3.4 **“Board of Directors”/ “Board”** in relation to the Transferor Company and/or the Transferee Company, as the case may be, shall, unless it be repugnant to the context or otherwise, include a committee of directors or any person authorized by the board of



directors or such committee as may be constituted by the board of directors;

- 3.5 **“Clause” and “sub-Clause”** means the relevant clauses and sub-clauses set out in this Scheme;
- 3.6 **“Companies”** means Transferor Company and Transferee Company collectively;
- 3.7 **“Effective Date”** means the date on which the Scheme shall become effective pursuant to Clause 18 of Part V of this Scheme. Any references in this Scheme to “upon this Scheme becoming effective” or “effectiveness of this Scheme” or “after this Scheme becomes effective” means and refers to the Effective Date;
- 3.8 **“Financial Statements”** would include standalone and consolidated accounts;
- 3.9 **“Governmental Authority”** means any government authority, statutory authority, government department, agency, commission, board, Tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof;
- 3.10 **“Listing Regulations”** shall mean SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and includes any amendments, modifications or any enactment thereof;
- 3.11 **“NCLT”** means the National Company Law Tribunal, Mumbai Bench, to which this Scheme in its present form is submitted for its sanctioning under sections 230 to 232 of the Act;
- 3.12 **“RoC”** means the Registrar of Companies, Mumbai, Maharashtra & RoC Pune Maharashtra having jurisdiction over the respective Companies;
- 3.13 **“Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Amalgamation in its present form (along with any annexures, schedules, etc., annexed/attached hereto), with such modifications and amendments as may be made from time to time, and with appropriate approvals and sanctions of the NCLT and other relevant regulatory authorities, as may be required under the Act, as applicable, and under all other applicable laws.
- 3.14 **“Transferee Company” or “Ceinsys”** shall mean Ceinsys Tech Limited, as defined in Clause 1.1 of Part I;
- 3.15 **“Transferor Company” or “ATPL”** shall mean Allygrow Technologies Private Limited, as defined in Clause 1.2 of Part I above;

The expressions which are used in this Scheme and not defined in this Scheme shall,



unless repugnant or contrary to the context or meaning hereof, have the same meanings ascribed to them under the Act, the IT Act and other applicable laws, rules, regulations, bye-laws, guidelines, circulars, notifications, orders, as the case may be including any statutory modification or re-enactment thereof, from time to time.

4 INTERPRETATION

In this Scheme, unless the context otherwise requires:

- 4.1 Words denoting singular shall include plural and vice versa and references to any gender includes the other gender;
- 4.2 Headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- 4.3 References to the word “include” or “including” shall be construed without limitation;
- 4.4 References to Clauses are to the Clauses to this Scheme;
- 4.5 References to the words “hereof”, “herein” and “hereunder” and words of similar import shall refer to this Scheme as a whole and not to any particular provision of this Scheme;
- 4.6 Reference to any law or legislation or regulation shall include amendment(s), circulars, notifications, clarifications or supplement(s) to, or replacement or amendment of, that law or legislation or regulation;
- 4.7 Reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- 4.8 Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed to them;
- 4.9 References to a person include any individual, firm, body corporate (whether incorporated or not), 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); and
- 4.10 Where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any forgoing words.



5 DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT or any other competent authority, or made as per the Scheme, shall be effective from the Appointed Date and shall be operative from the Effective Date.

PART II SHARE CAPITAL STRUCTURE

6 CAPITAL STRUCTURE

6.1 The share capital of Transferee Company as on March 31, 2023 was as under:

Particulars	Amount (INR)
<u>Authorised Capital:</u>	
3,00,00,000 Equity Shares of Rs. 10/- each	30,00,00,000
Total	30,00,00,000
<u>Issued, Subscribed and Paid-up Capital:</u>	
1,54,31,397 Equity Shares of Rs. 10/- each fully paid up	15,43,13,970
Total	15,43,13,970

Subsequent to the above date and till the date of filing of this Scheme as approved by the Board of Directors of Transferee Company, the Board of Directors of the Transferee Company via circular resolution passed on Saturday, February 17, 2024 has approved the allotment of a total of 9,08,000 (Nine Lakh Eight Thousand Only) Equity Shares of face value Re. 10/- each fully paid up under Ceinsys Employee Stock Option Scheme 2022 - Plan 1 and Ceinsys Employee Stock Option Scheme 2022- Plan 2. Apart from above, there is no change in authorized, issued, subscribed and paid-up equity capital of Transferee Company.

6.2 The share capital of Transferor Company as on March 31, 2023 was as under:

Particulars	Amount (INR)
<u>Authorised Capital:</u>	
6,95,000 Equity Shares of Rs.10/- each	69,50,000
4,02,500 Series A Preference Shares of Rs. 20/- each	80,50,000
Total	1,50,00,000
<u>Issued, Subscribed and Paid-up Capital:</u>	
2,52,780 Equity Shares of Rs. 10/- each, fully paid up	25,27,800
Total	25,27,800

Subsequent to the above date and till the date of filing of this Scheme as approved by the Board of Directors of Transferor Company, there is no change in the issued, subscribed and paid-up equity capital of Transferor Company. However, pursuant to



the merger of AESPL into the Transferor Company, the Authorised Share Capital of the Transferor Company will increase by the Authorised Share Capital of AESPL. Accordingly, the authorized share capital of the Transferor Company will be as under:

Particulars	Amount (INR)
Authorised Capital:	
7,95,000 Equity Shares of Rs.10/- each	79,50,000
4,02,500 Series A Preference Shares of Rs. 20/- each	80,50,000
Total	1,60,00,000

PART-III

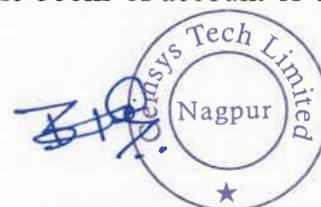
AMALGAMATION OF THE TRANSFEROR COMPANY INTO AND WITH THE TRANSFEREE COMPANY

7 TRANSFER AND VESTING

- 7.1 With effect from the Appointed Date mentioned herein, and upon the Scheme becoming effective, all the undertakings, businesses, assets and properties of the Transferor Company, shall, pursuant to the provisions of section 230 to 232 of the Act and all other applicable provisions, if any, of the Act, and without any further act, instrument, deed, matter or thing, stand transferred to and vested into or be deemed to be transferred to and vested, as a going concern, into the Transferee Company, so as to vest in the Transferee Company all the rights, title, estate and interest pertaining to or belonging to or in possession of or granted in favour of the Transferor Company.
- 7.2 Subject to the provisions of the Scheme in relation to the modalities of transfer and vesting, on occurrence of the Effective Date, the whole of the business, personnel, property, assets, liabilities, investments, rights, benefits and interest therein of the Transferor Company shall, with effect from the Appointed Date, stand transferred to and be vested in the Transferee Company, without any further act or deed, and by virtue of the order passed by the NCLT. Without prejudice to the generality of the above, and in particular, the Transferor Company shall stand transferred to and be vested in the Transferee Company in the manner described in sub-clauses (7.2.1) to 7.2.11 below:
- 7.2.1 all 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 delivery or by vesting and recordal pursuant to this Scheme, shall stand vested in the Transferee Company and shall become the property and an integral part of the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly.



- 7.2.2 all movable properties of the Transferor Company, other than those specified in sub-clause (7.2.1) above, including sundry debtors, bills, credits outstanding loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances and deposits, property, earnest money or deposit with any governmental, local or any other authority or body or with company or with other person if any, shall without any further act, instrument or deed, become the property of the Transferee Company;
- 7.2.3 all immovable properties (including rights relating to immovable properties) of the Transferor Company, if any, whether freehold or leasehold, and all documents of title, rights and easements in relation thereto, shall stand transferred to and be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in the Transferee Company, without any further act or deed done by the Transferor Company and/or the Transferee Company. With effect from the Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfill all obligations, in relation to or applicable to such immovable properties. The Mutation/substitution of the title to such immovable properties shall be made and duly recorded in the name of the Transferee Company by the Appropriate Authorities pursuant to the Scheme of Amalgamation being approved by the NCLT and the Scheme becoming effective in accordance with the terms hereof. The Transferor Company shall take all steps as may be necessary to ensure that lawful, peaceful and unencumbered possession, right, title, interest of its immovable property is given to the Transferee Company.;
- 7.2.4 all investments including the investments made by Transferor Company in the capital of other companies whether as shares, scrips, stocks, bonds, debentures, debenture stocks, inter-corporate deposits, units, mutual funds or pass through certificates and including depository receipts and certificates and other accrued benefits thereto shall stand transferred to and be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in the Transferee Company, without any further act or deed done by the Transferor Company and/or the Transferee Company;
- 7.2.5 all the intellectual property rights of any nature whatsoever, including but not limited to intangible assets, including trademarks, logos, service marks, copyrights, domain names, trade names and applications relating thereto, goodwill, knowhow and trade secrets, pertaining to the Transferor Company, whether or not registered and whether or not recorded in books of accounts of the Transferor Company, without any cost, further act, instrument or deed, shall be and shall stand transferred to and vested in the Transferee Company as a part of the transfer as a going concern, so as to become, as and from the Appointed Date, the intellectual property of the Transferee Company.
- 7.2.6 all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of account or disclosed



in the balance sheets of the Transferor Company, shall, be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company and the Transferee Company undertakes to meet, discharge and satisfy the same. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause without any further Act, instrument, deed, matter or thing;

- 7.2.7 all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements, registrations, licenses including those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Transferor Company or to the benefit of which, the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on, against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto;
- 7.2.8 any pending suit/appeal or other proceedings of whatsoever nature relating to the Transferor Company, whether by or against the Transferor Company, shall not abate or be discontinued or in any way prejudicially affected by reason of the amalgamation of the Transferor Company or of anything contained in this Scheme, but the proceedings shall continue and any prosecution shall be enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted and/or enforced by or against the Transferor Company. The Transferee Company shall file necessary application for transfer of all pending suit/appeal or other proceedings of whatsoever nature relating to Transferor Company;
- 7.2.9 all employees of the Transferor Company, who are on its pay roll shall be engaged by the Transferee Company, on such terms and conditions as are no less favourable than those on which they are currently engaged by the Transferor Company, without any interruption of service as a result of this amalgamation and transfer. With regard to provident fund, gratuity, leave encashment and any other special scheme or benefits created or existing for the benefit of such employees of the Transferor Company (if any), upon this Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, in accordance with the provisions of applicable laws and in terms of this Scheme. It is hereby clarified that upon this Scheme becoming effective, the aforesaid benefits or schemes shall continue to be provided to the transferred employees and the services of all the transferred employees of the Transferor Company for such purpose, shall be treated as having been continuous;
- 7.2.10 all statutory licenses, permissions or approvals or consents held by the



Transferor Company required to carry on its operations shall stand transferred to and be vested in the Transferee Company without any further act or deed, and shall, as may be required, be appropriately mutated by the statutory authorities concerned therewith in favor of the Transferee Company. The benefit of all statutory and regulatory permissions, approvals and consents of the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme;

7.2.11 Any and all registrations, goodwill, licenses appertaining to the Transferor Company shall stand transferred to and vested in the Transferee Company

7.3 Procedural Formalities Post Sanction of the Scheme

7.3.1 The Transferee Company shall, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law, execute deeds of confirmation or novation or other writings or arrangements with any party to any contract or arrangement in relation to which the Transferor Company have been a party, in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.

7.3.2 Upon the Scheme becoming effective, for statistical purposes only and without any separate deed, instrument or writing, the Transferor Company and/or the Transferee Company shall, if required, simultaneously with the amendment in the register of charge file particulars of the modified charge with the concerned RoC. Any documentation subsequently entered into with the term lenders or the working capital lenders of the Transferor Company and the Transferee Company, shall be for the sake of convenience and record only and to reflect the changes in the security pursuant to the Scheme and there shall be no break in the continuity of such charge and the same shall relate back to the date of its creation thereof in the Transferor Company.

7.3.3 Upon the Scheme becoming effective, all statutory permissions, licenses, approvals, consents, privileges, benefits and benefits of filings and all other incorporeal rights emanating from such licenses (together the "Licenses", for the purpose of this Clause 7.3.3) relating to the Transferor Company, shall stand transferred to and vested in the Transferee Company without any further act, instrument or deed, as more particularly provided hereinabove. Notwithstanding such transfer/ vesting of the Licenses, if any application is required for the statistical record of the statutory authorities to implement the transfer and vesting of the Licenses, as provided hereinabove, the Transferee Company shall facilitate the statutory authorities by filing such applications, which shall be granted/ approved in favour of the Transferee Company based on the sanction order of the Scheme by the NCLT.

7.3.4 From the Effective Date, all bank accounts of the Transferor Company shall



be permitted to be continued with the same balances as of the Effective Date in the name of the Transferee Company and for record the Transferee Company shall be permitted to file names and particulars of the new authorized signatories for withdrawals and/ or deposits/ credits in such bank accounts and the relevant bank accounts shall be reconstituted accordingly.

7.4 Conduct of Business

7.4.1 With effect from the Appointed Date and until occurrence of the Effective Date:

7.4.1.1 the Transferor Company undertake to carry on and shall be deemed to have carried on all their business activities and stand possessed of their properties and assets, for and on account of and in trust for the Transferee Company; and

7.4.1.2 all profits accruing to the Transferor Company and all taxes thereon or losses accumulated or otherwise arising or incurred by it shall, for all purposes, be treated as and deemed to be the profits, taxes or losses, as the case may be, of the Transferee Company; and

7.4.1.3 all the assets as acquired by the Transferor Company for carrying on its business, operations or activities and the liabilities relating thereto shall be deemed to have been acquired and so contracted for and on behalf of the Transferee Company

7.4.1.4 the Transferor Company shall carry on their business, with reasonable diligence and business prudence and in the same manner as they had been doing hitherto and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for itself or on behalf of its affiliates or associates or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal, in any of their properties/ assets, except : (a) when the same is expressly provided in this Scheme; or (b) when the same is in the ordinary course of business as carried on by them as on the date of filing of this Scheme in the NCLT; or (c) when a prior written consent of the Transferee Company has been obtained in this regard;

7.4.1.5 Except by mutual consent of the Board of Directors of the Transferor Company and the Transferee Company and subject to changes pursuant to commitments, obligations or arrangements prior to the Appointed Date or



as part of this Scheme, pending sanction of this Scheme by the NCLT, the Transferor Company shall not make any change in its capital structure either by any increase (by issue of equity shares, bonus shares, preference shares, convertible debentures or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organisation or in any other manner, which would have the effect of reorganisation of capital of the Transferor Company; and

- 7.4.1.6 the Transferor Company shall not vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligations undertaken prior to the date of approval of the Scheme by the Board of Directors of the Transferor Company, the terms and conditions of employment of any of its employees, nor shall they conclude settlement with any union or its employees except with the written concurrence of the Transferee Company; and
- 7.4.1.7 the Transferor Company shall not alter or substantially expand its business except with the written concurrence of the Transferee Company; and
- 7.4.1.8 the Transferor Company shall not amend its memorandum of association and / or their articles of association, except with the written concurrence of the Transferee Company.
- 7.4.2 Notwithstanding anything contained in this Scheme, subject to the Applicable Laws, the Board of Directors of the Transferee Company shall be entitled to consider, pursue, manage, undertake and conduct business of Transferee Company inter-alia including, any corporate actions, issue of securities and bonus shares, buy back of securities, reorganization, restructuring of its businesses, strategic acquisition or sale of any business, joint ventures, business combinations etc., as it may deem prudent and necessary in the interest of the Transferee Company.
- 7.4.3 With effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date, whether or not provided in their books, and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the Transferee Company.
- 7.4.4 With effect from the Appointed Date, the Transferee Company shall be deemed to have commenced and shall carry on and shall be authorized to carry on the business of the Transferor Company.
- 7.4.5 For the purpose of giving effect to the amalgamation order passed under sections 230 to 232 and other applicable provisions of the Act in respect of



the Scheme by NCLT, the Transferee Company shall, at any time pursuant to the order on the Scheme, be entitled to get the recordal of the change in the legal right(s).

PART-IV

CONSIDERATION, ACCOUNTING TREATMENT AND TAX TREATMENT OF TRANSFEREE COMPANY

8 CONSIDERATION / CANCELLATION OF SHARES OF THE TRANSFEROR COMPANY

8.1 As stated in Clause 2.1, Transferor Company is the wholly-owned subsidiary of Transferee Company. Since Transferee Company cannot issue shares to itself, upon the scheme become effective, no shares of the Transferee Company shall be allotted to the shareholder of the Transferor Company (i.e., Transferee Company) in lieu or exchange of its holding in the Transferor Company and the entire issued, subscribed and paid-up capital of the Transferor Company shall stand cancelled without any further act or deed.

9 CHANGE IN AUTHORISED SHARE CAPITAL

9.1 It has been informed that there is an amalgamation going on between Scheme of Arrangement in the form of Merger by absorption of Allygrow Engineering Services Private Limited (“AESPL” or “Transferor Company”) with Allygrow Technologies Private Limited (“ATPL” or “Transferee Company”) and their respective Shareholders (“Scheme”), and upon the said scheme of amalgamation being effective the Authorized Share Capital of the Transferee Company will be Rs. 1,60,00,000/- (Rupees One Crore Sixty Lakhs Only) comprising of Rs.79,50,000 (Rupees Seventy Nine Lakhs Fifty Thousand) i.e.7,95,000- (Seven Lakhs Ninety Five Thousand Only) Equity Shares of Rs. 10/- each & Rs. 80,50,000 (Rupees Eighty Lakhs Fifty Thousand Only) i.e. 4,02,500 Preference Shares of Rs. 20 each.

9.2 Upon sanction of both Schemes as stated in Clause 9.1 above and this Scheme, the authorized share capital of the Transferee Company as on the date of sanction shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company including therein the payment of stamp duty and filing and other fees payable to Registrar of Companies, by the authorised share capital of each of the Transferor Companies aggregating in all to Rs. 31,60,00,000/- (Rupees Thirty One Crores Sixty Lakhs Only) comprising of 3,16,00,000 (Three Crore Sixteen Lakhs) Equity Shares of Rs.10/- (Rupees Ten Only) each.

9.3 Upon this Scheme becoming effective and upon the vesting and transfer of the Transferor Company in the Transferee Company pursuant to the terms of this Scheme, the entire authorized share capital of the Transferor Company shall stand transferred from the authorized share capital of the Transferor Company to the authorized share



capital of the Transferee Company.

- 9.4 The stamp duty or filing fees paid on the authorized share capital of the Transferor Company are permitted to be utilized and applied towards the increase in the authorized share capital of the Transferee Company in accordance with Clause 9.1, and no further demand of additional stamp duty or fee shall be raised or made upon the Transferee Company by any regulatory authorities in relation to such increase in the authorized share capital of the Transferee Company, including by the Registrar of Companies and no separate procedure or instrument or deed shall be required for the same..
- 9.5 It is hereby clarified that for the purposes of amending the authorized share capital of the Transferee Company in accordance with Clause 9.1, the consent of the shareholders of the Transferee Company to this Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and that no further resolution under section 13, section 61 or any other applicable provisions of the Act, would be required to be separately passed.

10 ACCOUNTING TREATMENT ON AMALGAMATION OF TRANSFEROR COMPANY WITH TRANSFEE COMPANY

- 10.1 Upon the effectiveness of this Scheme and with effect from the Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company in accordance with "Pooling of Interest Method" laid down by Appendix C: 'Accounting for Business Combinations under Common Control' of Indian Accounting Standard (Ind AS) 103 "Business Combinations" prescribed under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015 ("Ind AS 103 Business Combinations") and other generally accepted accounting principles in India and as the Transferor Company is a wholly owned subsidiary of the Transferee Company, the value of all the assets, liabilities and reserves pertaining to the Transferor Company as appearing on the Consolidated Financial Statement of the Transferee Company would be recognized in the standalone financials of the Transferee Company.
- 10.2 Pursuant to the Amalgamation, the inter-company transactions and balances between the Transferee Company and the Transferor Company shall stand cancelled;
- 10.3 All the equity shares held by the Transferee Company in the Transferor Company shall stand cancelled without any further application, act or deed;
- 10.4 The difference, if any, between the book value of investments held by the Transferee Company and all assets, liabilities and reserves of the Transferor Company will be transferred to Capital Reserve;
- 10.5 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted to the capital reserves, in the books of the Transferee Company to ensure that the financial statements of the Transferee Company reflect



the financial position on the basis of consistent accounting policy.

11 TAX

- 11.1 Any tax liabilities under the Income Tax Act, 1961 or other applicable laws/regulations dealing with taxes/ duties/ levies allocable or related to the business of Transferor Company whether or 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.
- 11.2 Any surplus in the provision for taxation/ duties/ levies account and any entitlement to credit, refund or set off including but not limited to the advance tax, tax deducted at source and MAT credit (credit of tax paid under section 115JB of the Income Tax Act, 1962), GST credit, as on the date immediately preceding the Appointed Date will also be transferred to Transferee Company. Any refund under the Income Tax Act, 1961 or other applicable laws/ regulations dealing with taxes/ duties/ levies allocable or related to the business of Transferor Company or due to Transferor Company, consequent to the assessment made in respect of Transferor Company, shall also belong to and be received by Transferee Company.
- 11.3 The tax payments (including without limitation income tax, GST or any other taxes as may be applicable from time to time) whether by way of tax deducted at source, advance tax or otherwise howsoever, by Transferor Company whether before or after the Appointed Date, shall be deemed to be paid by Transferee Company and shall, in all proceedings, be dealt with accordingly. Notwithstanding the above, any tax deducted at source by either the Transferor Company or the Transferee Company on account of intercompany transactions, if any, between Transferee Company and Transferor Company post the Appointed Date, shall be deemed to be advance tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- 11.4 Any withholding tax certificate or any other tax related certificate issued in the name of the Transferor Company shall be deemed to be issued in the name of the Transferee Company.
- 11.5 Upon the Scheme becoming Effective, with effect from the Appointed Date, Transferor Company and Transferee Company are expressly permitted to prepare and/or revise, as the case may be, their financial statements and returns along with the prescribed forms, filings and annexure under the Income Tax Act, 1961, GST laws and other tax laws, if required, to give effects to provisions of the Scheme.
- 11.6 All tax assessments proceedings/appeals of whatsoever nature by or against the Transferor Company pending at and/or arising after the Appointed Date and relating to Transferor Company shall be continued and/or enforced until the Effective Date as desired by Transferee Company. As and from the Effective Date, the tax proceedings/appeals shall be continued and enforced by or against Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against Transferor Company. Further, subject to the provisions of the relevant statutes the aforementioned proceedings shall not abate or be discontinued nor be in any



way prejudicially affected by reason of the amalgamation of Transferor Company with Transferee Company or anything contained in the Scheme.

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

12 STAFF AND EMPLOYEES

- 12.1 On the scheme becoming operative, all the staff and employees of the Transferor Company in service on the effective date shall be deemed to have become staff and employees of the Transferee Company without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferor Company shall not be less favorable than those applicable to them on the effective date.
- 12.2 It is expressly provided that, on the scheme becoming effective, the provident fund, gratuity fund or any other fund created for the benefit of staff and employees of the Transferor Company shall become the fund of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such funds or funds or funds in relation to the obligation to make contribution to the said funds, if any. It is clarified that the services of the staff and employees of the Transferor Company will be treated as having been continuous for the purpose of said fund or funds

13 LEGAL PROCEEDINGS

- 13.1 If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company are pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the scheme or by anything contained in this scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this scheme had not been made.
- 13.2 Subject to the above clause, in case any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Company, the Transferee Company shall be made party thereto and payment and expenses made thereto shall be liability of the Transferee Company.

14 CONTRACT, DEEDS AND OTHER INSTRUMENTS

- 14.1 All contracts, deeds, bonds, debentures, agreement and other instruments of whatever



nature to which the Transferor Company is party, subsisting or having effect immediately before the effective date, subject to other provisions as contained therein, shall remain in force and effect or in favour of the Transferee Company, as the case may be, and may be enforced as fully and as effectually as if, instead of Transferor Company had been a party thereto.

- 14.2 It is clarified that in case of any such instruments including contracts, deeds, bonds etc., wherever required, Transferee Company shall amend or modify such instrument etc., as may be appropriate, by appending, attaching or affixing there to such addendum, stickers, papers, supplementary modification deeds etc., with or without affixing the common seal of the Company, to denote and signify the transferee company as a party thereto stepping instead and in place of Transferor Company. Further, Transferee Company shall be deemed to be authorized to execute any such deeds, writing or confirmations on behalf of the Transferor Company and to implement and to carry out all formalities required on part of the Transferor Company to give effect to the provision of this scheme.

15 SAVING OF CONCLUDED TRANSACTIONS

The transfer of assets, properties and liabilities under Clause 7 above and also the continuance of proceedings by or against the Transferor Company under the same Clause shall not affect any transaction or proceedings already concluded by the Transferor Company on and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company.

16 DISSOLUTION OF THE TRANSFEROR COMPANY

- 16.1 On the Scheme becoming effective, the Transferor Company shall stand dissolved automatically without winding up in accordance with the provisions of Section 230 and 232 of the Act.
- 16.2 On and from the Effective Date, name of the Transferor Company shall be removed from the records of the RoC and records relating to the Transferor Company shall be transferred and merged with the records of the Transferee Company.



PART-V
GENERAL / RESIDUARY TERMS AND CONDITIONS

17 APPLICATION TO NCLT

The Transferee Company and the Transferor Company shall, with all reasonable dispatch, make respective applications to the NCLT and or applicable authority, under sections 230 to 232 of the Act, seeking order for dispensing with or for convening, holding and/or conducting of the meetings of the classes of their respective members and creditors (secured and unsecured) as per the requirements of the Act.

18 CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

- 18.1 The approval by the requisite majorities of the classes of persons, including shareholders, creditors of the Transferor Company and Transferee Company as may be directed by the NCLT under Section 230- 232 of the Act;
- 18.2 The sanctioning of this Scheme by the NCLT, whether with any modifications or amendments as NCLT may deem fit or otherwise;
- 18.3 The filing of the certified copies of the orders of the NCLT sanctioning the Scheme of Amalgamation with the Registrar of Companies by the Transferor Company and Transferee Company;
- 18.4 The approval of the scheme of arrangement filed with the NCLT for the merger of Allygrow Engineering Services Private Limited with Allygrow Technologies Private Limited by the NCLT;
- 18.5 Any other sanctions and orders as may be directed by the NCLT in respect of the Scheme.

Upon this Scheme becoming effective, in accordance with sub-section 6 of Section 232 of the Act, the Scheme shall be deemed to be effective from the Appointed Date.

19 LISTING AGREEMENT AND SEBI COMPLIANCES

- 19.1 Since the Transferee Company is a listed company, this Scheme is subject to compliances of all the requirements under the Listing Regulations and all statutory directives of the Securities Exchange Board of India ('SEBI') insofar as they relate to sanction and implementation of this Scheme.
- 19.2 Regulation 37(1) of the Listing Regulations provide that a listed entity desirous of



undertaking a scheme of arrangement under Section 230-234 and Section 66 of the Act shall file the draft scheme of arrangement with the stock exchange(s) on which the listed entity is listed in order to obtain the No Objection Certificate. Only after the No Objection Certificate is obtained, the scheme of arrangement can be filed with NCLT. However, the requirement to obtain No Objection Certificate from the stock exchange(s) before filing the scheme of arrangement with the NCLT has been relaxed in case of merger of a wholly-owned subsidiary with its holding company – Regulation 37(6) of the Listing Regulations. Proviso to Regulation 37(6) provides that the draft scheme shall be filed with the stock exchange(s) for disclosure purpose. Accordingly, this scheme of amalgamation shall be filed the stock exchange(s) for disclosure purpose.

20 MODIFICATION OR AMENDMENTS TO THE SCHEME

- 20.1 The Transferor Company and the Transferee Company may assent to any modifications or amendments to this Scheme, which the NCLT and/or any other authorities 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 this Scheme. The Transferor Company and the Transferee Company (acting through its respective Boards of Directors) be and is hereby authorized 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 order of the NCLT or of any directive or order of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.
- 20.2 In the event of any of the conditions that may be imposed by the NCLT or other authorities which the Transferor Company and/or Transferee Company may find unacceptable for any reason, then the Transferor Company and/or Transferee Company are at liberty to withdraw the Scheme.
- 20.3 The Board of Directors of Transferor Company and Transferee Company shall be entitled, in a mutually agreeable manner, to revoke, cancel and declare the Scheme of no effect if they are of view that the coming into effect of the Scheme could have adverse implications on Transferor Company and/or Transferee Company.
- 20.4 If any issue arises as whether any asset, liability, employee pertains to the Transferor Company and/or Transferee Company, or not under this Scheme, the same shall be decided by the Board of Directors of the Transferor Company and/or Transferee Company, as relevant, on the basis of relevant books of account and other evidence that they may deem relevant for said purposes. Their decision will be final and conclusive.
- 20.5 The provisions of this Scheme as they relate to the amalgamation of Transferor Company into and with Transferee Company have been drawn up to comply with the conditions relating to “amalgamation” as defined under section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be



inconsistent with the provisions of the said section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

21 EFFECT OF NON-RECEIPT OF APPROVALS

21.1 In the event that the Scheme is not sanctioned by the NCLT or in the event any of the consents, approvals, permissions, resolutions, agreements, sanctions or conditions enumerated in the Scheme are not obtained or complied with or for any other reason, the Scheme cannot be implemented, the Scheme shall become null and void. The Transferee Company shall bear the cost, charges and expenses in connection with the Scheme unless otherwise mutually agreed.

21.2 The non – receipt of any sanctions or approvals for a particular asset or liability forming part of the Transferor Company getting transferred pursuant to this Scheme, shall not affect the effectiveness of the respective section of the Scheme, if the Boards of Directors of the Transferor Company and/or Transferee Company so decide. In the event of non – receipt of approval of any lender / creditor for the transfer of any liability of the Transferor Company, then at the option of the Boards of Directors of the Transferor Company, it may discharge such liability by issuing a security / recognizing a liability in favour of Transferee Company on the same terms.

22 COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and other expenses, if any (save as expressly otherwise agreed) arising out of, in connection to or in relation to or incurred in carrying out and implementing this Scheme and to put it into operation shall be borne by the Transferee Company.

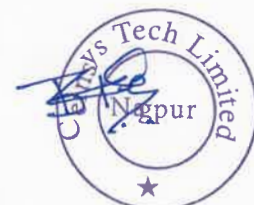
23 MISCELLANEOUS

If any part of this Scheme hereof is invalid, ruled illegal by any NCLT of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Company and Transferee Company that such Part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such Part shall cause this Scheme to become materially adverse to Transferor Company and/or Transferee Company, in which case the Transferor Company and Transferee Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Transferor Company and Transferee Company the benefits and obligations of the Scheme, including but not limited to such Part.

Certified True Copy
For Ceinsys Tech Ltd.



Company Secretary cum Compliance Officer





CERTIFIED TRUE COPY OF THE EXTRACT OF RESOLUTION PASSED AT THE MEETING OF AUDIT COMMITTEE OF THE BOARD OF DIRECTORS OF CEINSYS TECH LIMITED HELD ON TUESDAY, 7TH DAY OF NOVEMBER, 2023 AT 11:00 AM AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 10/5, I.T. PARK, NAGPUR-440022, MAHARASHTRA

RECOMMENDATION TO BOARD FOR APPROVING THE SCHEME OF AMALGAMATION BETWEEN THE COMPANY AND ALLYGROW TECHNOLOGIES PRIVATE LIMITED ("ATPL" OR "TRANSFEROR COMPANY") WHOLLY OWNED SUBSIDIARY OF THE COMPANY, AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS ("SCHEME") UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013.

"**RESOLVED THAT** the recommendation of Audit Committee be and is hereby accorded to the Board of Directors of the Company for amalgamation of Allygrow Technologies Private Limited (WOS) with the Company in terms of a Draft Scheme of Amalgamation, as placed before the Committee, in accordance with the provisions of Sections 230 and 232 and other applicable provisions of the Companies Act, 2013 as applicable."

RESOLVED FURTHER THAT the Draft Scheme of amalgamation of Allygrow Technologies Private Limited with the Company with effect from 1 April, 2024 (i.e. Appointed Date) be and is hereby recommended to the Board of Directors for approval, with suitable modifications and amendments as the Board of Directors may deem fit."

"**RESOLVED FURTHER THAT** the approval of the Audit Committee be and is hereby accorded for obtaining necessary certificates from the Statutory Auditors, if any required in this regards, for submission to SEBI, Stock Exchange or any other appropriate authorities for the purpose of obtaining their approval and giving effect to the Scheme of Amalgamation."

"**RESOLVED FURTHER THAT** the Chief Financial Officer or the Company Secretary of the Company be and are hereby severally authorized to sign any copy of this resolution as a certified true copy thereof and furnish the same to whomsoever concerned."

**// CERTIFIED TRUE COPY//
For CEINSYS TECH LIMITED**


**Pooja Karande
Company Secretary
& Compliance Officer**



Date: February 2, 2024

Ceinsys Tech Ltd.
Registered Office: 10/5, IT Park, Opp. VNIT, Nagpur-440022.
Maharashtra, India | CIN: L72300MH1998PLC114790
info@ceinsys.com | EPABX: +91 712 2249033/358/930
Fax: +91 712 2249605



CERTIFIED TRUE COPY OF THE EXTRACT OF RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF CEINSYS TECH LIMITED HELD ON TUESDAY, 7TH DAY OF NOVEMBER, 2023 AT 11:30 AM AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 10/5, I.T. PARK, NAGPUR-440022, MAHARASHTRA

APPROVING THE SCHEME OF AMALGAMATION BETWEEN THE COMPANY AND ALLYGROW TECHNOLOGIES PRIVATE LIMITED ("ATPL" OR "TRANSFEROR COMPANY") WHOLLY OWNED SUBSIDIARY OF THE COMPANY, AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS ("SCHEME") UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013.

"RESOLVED THAT pursuant to recommendation of Audit Committee of the Company made at its meeting held on 7th November, 2023 and pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modification or re-enactment or amendment thereof) and enabling clauses of the Memorandum of Association of the Company and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and subject to the requisite approvals and sanction, of the National Company Law Tribunal, Mumbai Bench (NCLT), or such other competent authority as may be applicable and subject to the approval of shareholders and/ or creditors of the Company, Central Government, or such other competent authority as may be directed by the NCLT, the approval of the Board of Directors of the Company (Board) be and is hereby accorded to the Scheme of Amalgamation of Allygrow Technologies Private Limited ("ATPL" or "the Transferor Company") with Ceinsys Tech Limited ("Ceinsys" or "the Transferee Company") ("the Scheme") as per the draft Scheme of Amalgamation circulated herewith, subject to modifications, if any, as may be imposed by any regulatory authority or the shareholders of the Company or the NCLT.

"RESOLVED FURTHER THAT Mr. Prashant Kamat, Whole Time Director, Vice Chairman and CEO and/or Dr. Abhay Kimmatkar, Managing Director and/or Mr. Rahul Joharapurkar, Joint Managing Director and/or CA Amita Saxena, Chief Financial Officer and/or CS Pooja Karande, Company Secretary and Compliance Officer and any official of the Company nominated by them, be and are hereby severally authorised to take all necessary steps as under:-



- (a) to file Scheme and/or any other information/details with the Central/State Government(s), SEBI, Stock Exchanges or any body authority or agency and to obtain sanction or approval to any provisions of the Scheme or for giving effect thereto;
- (b) to file applications with the NCLT or such other competent authority seeking directions to hold or dispense with or to exempt the holding of meetings of the shareholders and/or creditors and/or such other classes as may be concerned with the said Scheme and where necessary to take steps to convene and hold such meetings as per the directions of the NCLT to give effect to the Scheme;
- (c) to sign and file petitions for confirmation of the Scheme with the NCLT or such other competent authority;
- (d) to approve/ take on record the final certificates / undertakings given by the statutory auditors/valuers/merchant bankers/ registered valuers etc;
- (e) to file affidavits, petitions, pleadings, applications or any other proceedings incidental or deemed necessary or useful in connection with the above proceedings and to engage Counsels, Advocates, Solicitors, Chartered Accountants, Merchant Bankers, and other professionals and to sign and execute vakalatnama wherever necessary or incidental to the said proceedings for obtaining confirmation by the NCLT to the said Scheme and for giving effect to the Scheme;
- (f) to apply for and obtain requisite approvals of the Central/State Government(s) and their agencies, Securities and Exchange Board of India, Stock Exchange and any other authority or agency, whose consent is required including the shareholders by way of Postal Ballot and electronic voting, term loan lenders, financial institution, as may be considered necessary, to the said Scheme;
- (g) to settle any question or difficulty that may arise and give any directions necessary with regard to the implementation of the above Scheme, and to give effect to the above resolution;
- (h) to make any alterations/changes to the Scheme as may be expedient or necessary which does not materially change the substance of the Scheme, particularly for satisfying the requirements or conditions imposed by the Central/State Government or the NCLT or shareholders or by the Stock Exchanges where the shares of the Company are listed or any other authority;

- (i) to suspend, withdraw or revive the Scheme from time to time as may be specified by any statutory authority or as may be suo moto decided by the Board in its absolute discretion;
- (j) to take all steps necessary or incidental and considered appropriate with regard to the above applications or petitions and implementation of the orders passed thereon and generally for putting through the Scheme and completing the same;
- (k) to sign all applications, petitions, documents, or to issue public advertisement and notices relating to the Scheme, appoint Scrutinizer to conduct the process, authorise relevant agencies to conduct the e-voting process or delegate such authority to another person by a valid Power of Attorney;
- (l) to do all further acts, deeds, matters and things as may be considered necessary, proper or expedient to give effect to the Scheme and for matters connected therewith or incidental thereto;
- (m) take all such actions and steps in the above matter, as may be required from time to time to give effect to the above resolutions including resolving the difficulties. if any, as and when arises.”

“RESOLVED FURTHER THAT this resolution shall remain in full force and effect until otherwise amended or rescinded by the Board of Directors.”

“RESOLVED FURTHER THAT any Director of the Company or the Chief Financial Officer or the Company Secretary of the Company be and are hereby severally authorized to sign any copy of this resolution as a certified true copy thereof and furnish the same to whomsoever concerned.”

**// CERTIFIED TRUE COPY//
For CEINSYS TECH LIMITED**



**Pooja Karande
Company Secretary
& Compliance Officer**

Date: February 2, 2024



CERTIFIED TRUE COPY OF THE EXTRACT OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF ALLYGROW TECHNOLOGIES PRIVATE LIMITED HELD ON TUESDAY, 7TH NOVEMBER 2023 AT 4:00 P.M. (IST) AT THE REGISTERED OFFICE OF THE HOLDING COMPANY SITUATED AT 10/5, I.T. PARK, NAGPUR – 440 022.

Consideration & Approval of Scheme of Arrangement i.e. Merger in the form of absorption of the company in to Ceinsys Tech Limited, Holding Company:

"**RESOLVED THAT** the draft Scheme and pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modification or re-enactment or amendment thereof) and enabling clauses of the Memorandum of Association of the Company and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and subject to the requisite approvals and sanction, of the National Company Law Tribunal, Mumbai Bench (NCLT), or such other competent authority as may be applicable and subject to the approval of shareholders and/ or creditors of the Company, Central Government, or such other competent authority as may be directed by the NCLT, the approval of the Board of Directors of the Company (Board) be and is hereby accorded to the Scheme of Amalgamation of Allygrow Technologies Private Limited ("ATPL" or "the "Transferor Company") with Ceinsys Limited ("Ceinsys" or "the Transferee Company") ("the Scheme") as per the draft Scheme of Amalgamation circulated herewith, subject to modifications, if any, as may be imposed by any regulatory authority or the shareholders of the Company or the NCLT.

"**RESOLVED FURTHER THAT** Mr. Prashant Kamat, Director and/or Mr. Vishal Pawar, Whole Time Director and /or Dr. Abhay Kimmatkar, Director and/or Mr. Rahul Joharapurkar Director and/or CS Samiksha Ghiya, Company Secretary and any official of the Company nominated by them, be and are hereby severally authorised to take all necessary steps as under:-

- (a) to file applications with the NCLT or such other competent authority seeking directions to hold or dispense with or to exempt the holding of meetings of the shareholders and/or creditors and/or such other classes as may be concerned with the said Scheme and where necessary to take steps to convene and hold such meetings as per the directions of the NCLT to give effect to the Scheme;
- (b) to sign and file petitions for confirmation of the Scheme with the NCLT or such other competent authority;
- (c) to approve/ take on record the final certificates / undertakings given by the statutory auditors/valuers/merchant bankers/ registered valuers etc;
- (d) to file affidavits, petitions, pleadings, applications or any other proceedings incidental or deemed necessary or useful in connection with the above proceedings and to engage Counsels, Advocates, Solicitors, Chartered Accountants, Merchant Bankers, and other professionals and to sign and execute vakalatnama wherever necessary or incidental to the said proceedings for obtaining confirmation by the NCLT to the said Scheme and for giving effect to the Scheme;
- (e) to apply for and obtain requisite approvals of the Central/State Government(s) and their agencies, Securities and Exchange Board of India, Stock Exchange and any other authority or agency, whose

consent is required including the shareholders by way of Postal Ballot and electronic voting, term loan lenders, financial institution, as may be considered necessary, to the said Scheme;

- (f) to settle any question or difficulty that may arise and give any directions necessary with regard to the implementation of the above Scheme, and to give effect to the above resolution;
- (g) to make any alterations/changes to the Scheme as may be expedient or necessary which does not materially change the substance of the Scheme, particularly for satisfying the requirements or conditions imposed by the Central/State Government or the NCLT or shareholders or by the Stock Exchanges where the shares of the Company are listed or any other authority;
- (h) to suspend, withdraw or revive the Scheme from time to time as may be specified by any statutory authority or as may be suo moto decided by the Board in its absolute discretion;
- (i) to take all steps necessary or incidental and considered appropriate with regard to the above applications or petitions and implementation of the orders passed thereon and generally for putting through the Scheme and completing the same;
- (j) to sign all applications, petitions, documents, or to issue public advertisement and notices relating to the Scheme, appoint Scrutiniser to conduct the process, authorise relevant agencies to conduct the evoting process or delegate such authority to another person by a valid Power of Attorney;
- (k) to do all further acts, deeds, matters and things as may be considered necessary, proper or expedient to give effect to the Scheme and for matters connected therewith or incidental thereto;
- (l) take all such actions and steps in the above matter, as may be required from time to time to give effect to the above resolutions including resolving the difficulties. if any, as and when arises.”

“RESOLVED FURTHER THAT this resolution shall remain in full force and effect until otherwise amended or rescinded by the Board of Directors.”

“RESOLVED FURTHER THAT any Director of the Company or the Company Secretary of the Company be and are hereby severally authorized to sign any copy of this resolution as a certified true copy thereof and furnish the same to whomsoever concerned.”

//CERTIFIED TRUE COPY//

FOR ALLYGROW TECHNOLOGIES PRIVATE LIMITED



Samiksha Ghiya,
Company Secretary
M. No: 54810.



Date: February 2, 2024



Date: November 7, 2023

To,
The Department of Corporate Services,
BSE Limited,
25th Floor, P.J. Towers,
Dalal Street, Mumbai- 400001

Scrip Code: 538734

Subject: Intimation under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 – Scheme of Amalgamation between Ceinsys Tech Limited and Allygrow Technologies Private Limited and their respective Shareholders and Creditors

Ref.: Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Dear Sir/ Madam,

The Board of Directors of the Company at its Meeting held on November 7, 2023, subject to requisite approvals/consents, approved the Scheme of Amalgamation between the Company and Allygrow Technologies Private Limited ("ATPL" or "Transferor Company"), Wholly Owned Subsidiary of the Company, and their respective shareholders and Creditors ("Scheme") under sections 230 to 232 and other applicable provisions of the Companies Act, 2013.

The salient features of the proposed Scheme are as under:

1. The Appointed Date of the Scheme would be April, 1 2024 or such other date as may be directed or approved by the National Company Law Tribunal, Mumbai bench.
2. The entire assets and liabilities of ATPL to be transferred to and recorded by the Company at their carrying values. The identity of the reserves shall be maintained. All inter-company transactions and balances, if any, between ATPL and the Company shall stand cancelled and there shall be no further obligation.

Ceinsys Tech Ltd.
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3. The entire share capital of the Transferor Company is held by the Company (directly and jointly with the nominee shareholders). Upon the Scheme becoming effective, no shares of the Company shall be allotted in lieu or exchange of the holding of the Company in the Transferor Company (held directly and jointly with the nominee shareholders) and accordingly, the entire issued, subscribed and paid-up capital of the Transferor Company shall stand cancelled without any further act or deed.

The Meeting of the Board of Directors of the Company commenced at 11:30 AM and concluded at 2:45 pm.

The details as required under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated 13th July, 2023 are given in Annexure A to this letter.

Yours faithfully,

For Ceinsys Tech Limited

Pooja Sunil Karande
Digitally signed by
Pooja Sunil Karande
Date: 2023.11.07
15:45:56 +05'30'

Pooja Karande
Company Secretary
& Compliance Officer

- Encl.: As above

Annexure A

Sr. No.	Details of Events that need to be provided	Information of such events(s)												
a)	Name of the entity(ies) forming part of the amalgamation/merger, details in brief such as size, turnover etc.	<p>The details of Allygrow Technologies Private Limited ("ATPL" or "Transferor Company") and Ceinsys Tech Limited ("Ceinsys" or "Transferee Company") are as under: As on September 30, 2023 (Rs. Crores)</p> <table border="1" data-bbox="758 645 1417 837"> <thead> <tr> <th>Particulars</th> <th>ATPL</th> <th>ComPanY</th> </tr> </thead> <tbody> <tr> <td>Paid up Capital</td> <td>0.25</td> <td>15.43</td> </tr> <tr> <td>Net Worth* (Standalone)</td> <td>59.25</td> <td>168.69</td> </tr> <tr> <td>Turnover** (Standalone)</td> <td>7.87</td> <td>86.48</td> </tr> </tbody> </table> <p>* Net worth as per Companies Act, 2013 **Revenue from Operations</p>	Particulars	ATPL	ComPanY	Paid up Capital	0.25	15.43	Net Worth* (Standalone)	59.25	168.69	Turnover** (Standalone)	7.87	86.48
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Paid up Capital	0.25	15.43												
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b)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"?	<p>Yes. The Transferor Company is a Wholly Owned Subsidiary of the Company and as such the said companies are related party to each other.</p> <p>However, Ministry of Corporate Affairs has clarified vide its General Circular No. 30/2014 dated 17 July, 2014 that transactions arising out of Compromise, Arrangements and Amalgamations dealt under specific provisions the Companies Act, 2013, will not fall within the purview of related party transaction in terms of section 188 of the Companies Act, 2013.</p> <p>Further, pursuant to Regulation 23(5)(b) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the related party transaction provisions are not applicable to the proposed Scheme and the Scheme is also exempt from the provisions of SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated 20 June, 2023.</p>												
c)	Area of business of the entity(ies);	<p>ATPL: ATPL is engaged in the business of core engineering design, product development, smart manufacturing, and digitalization in the engineering services space.</p> <p>The Company: The Company is a technology-driven organization that specializes in offering solutions in the</p>												

		Geospatial, Enterprise & Engineering and mobility services space for a global clientele.
d)	Rationale for amalgamation/merger;	<p>Management of both the companies believe that it is in the best interest of all the stakeholders to consolidate the business of both the companies in one place and effectively manage them as a single entity.</p> <p>The following benefits will accrue pursuant to the Scheme:</p> <ul style="list-style-type: none"> • Greater integration and greater financial strength and flexibility and to maximize overall shareholders' value. • Cost savings from more focused operational efforts, rationalization, standardization and simplification of business processes and productivity improvements. • Greater efficiency in cash management of the Transferee Company, and unfettered access to cash flow generated by the combined businesses which can be deployed more efficiently to fund growth opportunities, to maximize shareholders value. • Consolidating and improving the internal control systems and procedures which will bring greater management and operational efficiency due to integration of various similar functions being carried out by the entities such as human resources, finance, legal, management etc. • A reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by both the Transferor Company and the Transferee Company. • Enable unified accounting and auditing resulting in reduction of costs and time and efforts involved. • Simplification of group structure.
e)	In case of cash consideration amount or otherwise share exchange ratio;	<p>No Cash Consideration is proposed by the Scheme.</p> <p>The entire share capital of the Transferor Company is held by the Company (directly and jointly with the nominee shareholders). Upon the Scheme becoming effective, no shares of the Company shall be allotted in lieu or exchange</p>



		of the holding of the Company in the Transferor Company (held directly and jointly with the nominee shareholders) and accordingly, the entire issued, subscribed and paid-up capital of the Transferor Company shall stand cancelled without any further act or deed.
f)	Brief details of change in shareholding pattern (if any) of listed entity.	There will be no change in the shareholding pattern of the Company pursuant to the merger as no shares are being issued by the Company in connection with the Scheme.