

SCHEME OF AMALGAMATION

BY WAY OF MERGER BY ABSORPTION

BY AND AMONG

**ALTRR SOFTWARE SERVICES LIMITED
("ALTRR" OR "TRANSFEROR COMPANY" OR "AMALGAMATING COMPANY")
(CIN: U62013PN2023PLC221028)**

AND

**TCC CONCEPT LIMITED
("TCC" OR "TRANSFEREE COMPANY" OR "AMALGAMATED COMPANY")
(CIN: L68200PN1984PLC222140)**

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

**UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013 READ WITH THE COMPANIES
(COMPRAMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016 AND OTHER APPLICABLE
PROVISIONS OF THE COMPANIES ACT, 2013 AND RULES FRAMED THEREUNDER**



Page 1 of 24

ALTRR SOFTWARE SERVICES LIMITED

[Signature]
Authorised Signatory

TCC CONCEPT LIMITED
[Signature]
Authorised Signatory

PREAMBLE

This Scheme of Amalgamation by way of merger by absorption ("**Scheme**" as more particularly defined hereunder) is presented under Sections 230 to 232 of the Companies Act, 2013 read along with other applicable provisions and the rules as prescribed thereunder, including any statutory modifications, re-enactments or amendments thereof from time to time (hereinafter referred to as the "**Act**") and in compliance with Section 2(6) of the IT Act (corresponding to Section 2(1B) of the Income-tax Act, 1961), and other applicable provisions of the IT Act, rules and regulations made thereunder, including any statutory modifications, re-enactments or amendments until the Scheme is effective, for amalgamation, vesting and dissolution, without winding up, of ALTRR Software Services Limited ("**ALTRR**" or "**Transferor Company**" or "**Amalgamating Company**") into TCC Concept Limited ("**TCC**" or "**Transferee Company**" or "**Amalgamated Company**"), with effect from the Appointed Date.

The Transferor Company and the Transferee Company will be individually referred to as "**Party**" and collectively referred to as "**Companies**."

This Scheme also provides for various other matters consequential, incidental, supplemental, or otherwise integrally connected herewith.

I. BACKGROUND OF THE COMPANIES

1. **ALTRR Software Services Limited** ("**ALTRR**" or "**Transferor Company**" or "**Amalgamating Company**") is a public limited company incorporated on in the year 2023 under the provisions of the Companies Act, 2013, having Corporate Identification Number **U62013PN2023PLC221028** and Permanent Account Number **AA YCA7917P**. The registered office of the Transferor Company is currently situated at 5th Floor, VB Capitol Building, Range Hill Road, Bhoslenagar, Shivajinagar, Pune, 411007.

The Transferor Company is a wholly owned subsidiary of the Transferee Company.

The Transferor Company is primarily engaged in the business of AI backed solutions. It has developed a data analytical platform branded as TryThat.ai, a full-stack solution designed to empower real estate stakeholders and customers to engage, transact and scale using AI-powered tools. TryThat.ai enables real estate professionals, developers and enterprises to generate leads, boost customer engagement and make precise data-backed decisions. Built with scalability in mind, the platform reduces friction in transactions, supports smart lead management, and covers the entire customer lifecycle from property discovery to post-sales service.

2. **TCC Concept Limited** ("**TCC**" or "**Transferee Company**" or "**Amalgamated Company**") is a public limited company incorporated on in the year 1984 under the provisions of the Companies Act, 1956, having Corporate Identification Number **L68200PN1984PLC222140** and Permanent Account Number **AAACA9728Q**. The registered office address of the Transferee Company is currently situated at 5th Floor, VB Capitol Building, Range Hill Road, Opposite Hotel Symphony, Bhoslenagar, Shivajinagar, Pune – 411007.

The Transferee Company is a diversified technology-driven enterprise focused on building and scaling innovative businesses across AI, digital infrastructure, technology, logistics, e-commerce, and real estate technology. Through its portfolio of businesses and strategic investments, the Company is committed to delivering sustainable value by leveraging innovation, operational excellence, and technology-led transformation. It operates through multiple business verticals, including AI-

Page 2 of 24



ALTRR SOFTWARE SERVICES LIMITED


Authorised Signatory

TCC CONCEPT LIMITED


Authorised Signatory

powered technology solutions, cloud storage platforms, data centre infrastructure, logistics, digital commerce, and other emerging technology businesses. Its integrated business model enables it to identify high-growth opportunities, foster innovation, and create scalable enterprises across diverse sectors. The Equity Shares of the Transferee Company are listed on BSE Limited ("BSE") and the National Stock Exchange of India Limited ("NSE").

II. PURPOSE AND RATIONALE OF THE SCHEME

The proposed amalgamation pursuant to this Scheme is expected to result into the following benefits:

- a. The Transferor Company is a wholly owned subsidiary of the Transferee Company, and the primary business activity of the Transferor Company is supplemental to the principal business activities carried out by the Transferee Company. In order to achieve consolidation and integration of the business and operations of the Transferor Company with those of the Transferee Company, streamline management, and maintain a simplified corporate structure, it is proposed that the Transferor Company be amalgamated with and into the Transferee Company pursuant to the Scheme;
- b. The proposed merger is expected to yield administrative synergies through elimination of duplicative functions and processes, and reduction in legal, regulatory and compliance requirements;
- c. The proposed merger would facilitate optimal utilization of cash flows and resources through elimination of inter-company transactions, strengthen the financial position and operational capabilities of the Transferee Company, and enable streamlined business processes and cost efficiencies, thereby providing a stronger and more robust financial foundation for the Transferee Company and, as a listed entity, enhancing overall financial efficiency, transparency and value creation for its shareholders;
- d. The subject Scheme is in interest of the Transferor Company, the Transferee Company and their respective shareholders and creditors, and such Scheme will not have any adverse impact on the stakeholder.

In view of the aforesaid, the Board of Directors of the Transferor Company and the Transferee Company have considered and proposed the amalgamation of the Transferor Company with the Transferee Company in order to benefit the stakeholders of both the Companies. Accordingly, the Board of Directors of the Transferor Company and the Transferee Company have formulated this Scheme for the transfer and vesting of the entire business of the Transferor Company into and with the Transferee Company pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Act, 2013.

III. OPERATION OF THE SCHEME

This Scheme provides for:

With effect from the Appointed Date, amalgamation of the Transferor Company into the Transferee Company and the consequent cancellation of shares held by the Transferee Company in the Transferor Company in the manner set out in this Scheme and other applicable provisions of the Applicable Law.



Page 3 of 24

ALTRR SOFTWARE SERVICES LIMITED


Authorised Signatory

TCC CONCEPT LIMITED


Authorised Signatory

This Scheme is divided into the following parts:

Part A deals with definitions of terms as used in this Scheme and share capital structure of the Transferor Company and the Transferee Company.

Part B deals with the amalgamation of the Transferor Company with the Transferee Company.

Part C deals with the general terms and conditions that would be applicable to the Scheme.

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

IV. TREATMENT OF THE SCHEME FOR THE PURPOSE OF INCOME-TAX ACT, 2025 (CORRESPONDING TO INCOME-TAX ACT, 1961)

1. The proposed amalgamation in the nature of merger of the Transferor Company with the Transferee Company pursuant to this Scheme shall be in accordance with the provisions of Section 2(6) of the IT Act (corresponding to Section 2(1B) of the Income-tax Act, 1961) such that:
 - i. all the property of the amalgamating company or companies immediately before the amalgamation become the property of the amalgamated company by virtue of the amalgamation;
 - ii. all the liabilities of the amalgamating company or companies immediately before the amalgamation become the liabilities of the amalgamated company by virtue of the amalgamation;
 - iii. shareholders holding not less than three-fourths in value of the shares in the amalgamating company or companies (other than shares already held therein immediately before the amalgamation by, or by a nominee for, the amalgamated company or its subsidiary) become shareholders of the amalgamated company by virtue of the amalgamation.
2. If, at a later date, any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of Section 2(6) of the IT Act (corresponding to Section 2(1B) of the Income-tax Act, 1961) or any other provisions of the IT Act including as a result of an amendment of law or enactment of new legislation or for any other reason whatsoever, the provisions of Section 2(6) of the IT Act (corresponding to Section 2(1B) of the Income-tax Act, 1961) or corresponding provisions of any amended or newly enacted legislation shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with such amended provisions of Section 2(6) of the IT Act (corresponding to Section 2(1B) of the Income-tax Act, 1961) or any other provisions of the IT Act or such newly enacted law or legislation. Such modifications shall however not affect the other parts of the Scheme.

V. TREATMENT OF THE SCHEME FOR THE PURPOSE OF SECURITIES AND EXCHANGE BOARD OF INDIA (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENT) REGULATIONS, 2015 AND THE RULES AND REGULATIONS MADE THEREUNDER AND THE SECURITIES AND EXCHANGE BOARD OF INDIA ("SEBI") ACT, 1992 AND THE RULES AND REGULATIONS MADE THEREUNDER

1. The Transferor Company is a wholly owned subsidiary of the Transferee Company.

Page 4 of 24



ALTRR SOFTWARE SERVICES LIMITED


Authorised Signatory

TCC CONCEPT LIMITED


Authorised Signatory

2. As per Regulation 37(6) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the requirement under Regulation 37 to file a scheme of arrangement with the stock exchanges for obtaining a No-Objection Letter (NOC) does not apply where the draft scheme solely provides for the merger of a wholly owned subsidiary with its holding/parent company. This exemption is reiterated in SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023, which similarly clarifies that the provisions of the circular (i.e., the detailed scheme-filing and NOC process) shall not apply to schemes which solely provide for merger of a wholly owned subsidiary or its division with the parent company. However, the draft scheme must still be filed with the Stock Exchanges purely for disclosure purposes, and the Stock Exchanges are required to disseminate the scheme documents on their websites. Provision of master circular has been reproduced herein below:

"The Provisions of this circular shall not apply to schemes which solely provide for merger of a wholly owned subsidiary or its division with the parent company. However, such draft schemes shall be filed with the Stock Exchanges for the purpose of disclosures, and the Stock Exchanges shall disseminate the scheme documents on their websites."

3. Accordingly, this Scheme shall be filed with BSE and NSE, being the stock exchanges on which the equity shares of the Transferee Company are listed. However, no specific approval of BSE or NSE or SEBI is required in case of merger of a wholly owned subsidiary into its holding company.

<<This space is left blank intentionally>>



Page 5 of 24

ALTRR SOFTWARE SERVICES LIMITED


Authorised Signatory

TCC CONCEPT LIMITED


Authorised Signatory

PART A - DEFINITIONS, INTERPRETATIONS AND CAPITAL STRUCTURE

1. DEFINITIONS:

Unless otherwise specifically defined in this Scheme (through capitalisation in bold font), the following capitalised terms shall have the following meanings:

GENERAL

- 1.1. **"Accounting Standards" or "Ind AS"** means the Indian Accounting Standards (IND AS) as notified under Section 133 of the Act read with relevant rules issued thereunder and in accordance with prevailing guidelines, as amended from time to time, issued by the Ministry of Corporate Affairs and the other accounting principles generally accepted in India.
- 1.2. **"Act"** means the Companies Act, 2013 read with Companies (Compromises, Arrangements And Amalgamations) Rules, 2016 and other rules, regulations, circulars, notifications, clarifications, orders or guidelines issued or made thereunder and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force.
- 1.3. **"Amalgamation"** means the amalgamation of the Transferor Company with the Transferee Company, pursuant to Sections 230 to 232 and other relevant provisions of the Companies Act, 2013 and applicable provisions of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other relevant rules and regulations, and Section 2(6) of the IT Act (corresponding to Section 2(1B) of the Income-tax Act, 1961) and other relevant provisions of the IT Act.
- 1.4. **"Applicable Law" or "Law"** means (a) statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question (b) any applicable national, provincial, local or other law including applicable provisions of all constitutions, decrees, treaties, laws (including the common law), bye laws, codes, notifications, rules, regulations, policies, guidelines, circulars, press notes, clearances, approvals, directions, directives, ordinances or orders of any Appropriate Authority; (c) orders, decisions, writs, injunctions, judgements, awards and decrees or agreements with any Appropriate Authority having jurisdiction over the Companies, in each case, having the force of law and that is binding or applicable to a person, as may be in force from time to time.
- 1.5. **"Appointed Date"** for this Scheme of Amalgamation shall mean opening hours of business as on **1st April 2026** or such other date as the NCLT may direct.
- 1.6. **"Appropriate Authority"** means:
 - i. the government of any jurisdiction (including any central, state, provincial, municipal, or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank, commission, or other authority thereof; or
 - ii. any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing,

Page 6 of 24



ALTRR SOFTWARE SERVICES LIMITED

Authorised Signatory

TCC CONCEPT LIMITED

Authorised Signatory

competition, tax, importing or other governmental or quasi-governmental authority including (without limitation) NCLT (as defined below); or

- iii. Such other sectoral regulators or other authorities as may be applicable in the relevant jurisdiction and exercising jurisdiction over the Companies;
- 1.7. **"Board of Directors" or "Board"** in relation to each of the Transferor Company and Transferee Company, as the case may be means the Board of Directors of the Transferor Company and the Transferee Company as the case may be, and shall include a duly constituted committee if any, authorized for the purposes of matters pertaining to the amalgamation, the Scheme and / or any other matter relating thereto.
- 1.8. **"Companies"** for the purpose of this Scheme, means the Transferor Company and the Transferee Company collectively.
- 1.9. **"Effective Date"** means the date on which authenticated/ certified copy(ies) of the Order of the NCLT under Section 230 to 232 of the Act sanctioning this Scheme is filed by the Transferor Company and the Transferee Company with the Registrar of Companies, whichever is later.
- 1.10. **"Encumbrance"** shall means (i) any mortgage, charge (fixed or floating), pledge, lien, option, claim, hypothecation, security interest, power of sale in favour of a third party, right to acquire, right of pre-emption, assignment by way of security or trust arrangement for the purpose of providing security, any security interest or other third party right of any kind (including any retention arrangement), any right, interest or claim of a third party, or any agreement, arrangement or obligation to create any of the foregoing (ii) any voting agreement, interest, option, pre-emptive rights, right of first offer, refusal or transfer restriction in favour of any Person and (iii) any adverse claim as to title, possession or use and "Encumber" shall be construed accordingly.
- 1.11. **"Governmental Authority"** shall mean any national, state, provincial, local or similar governmental, statutory, regulatory or administrative authority, government department, agency, commission, board, branch, tribunal, arbitral body or court or other entity having or purporting to have jurisdiction and authorized to make Laws, rules, regulations, standards, requirements, procedures or to pass directions or orders having the force of Law, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of Law.
- 1.12. **"INR" or "Rs" or "Re" or "Rupee" or "Rupees"** means Indian Rupee(s), lawful currency of the Republic of India.
- 1.13. **"IT ACT"** means the Income-tax Act, 2025 and ordinances, rules and regulations, bylaws, directions including circulars and notifications made thereunder and shall include any statutory modifications, re-enactments, or amendments thereof for the time and to the extent in force. For any matter prior to 1st April 2026, then period, matter, proceeding, transaction, right, obligation or consequence governed by or arising under the Income-tax Act, 1961, references to the IT Act shall, where the context so requires, be deemed to include the provisions of the Income-tax Act, 1961 and the rules and regulations, bylaws, directions including circulars and notifications made thereunder and shall include any other statutory modification(s), amendment(s), re-statement(s) or re-enactment(s) thereof.

Page 7 of 24



ALTRR SOFTWARE SERVICES LIMITED

Authorised Signatory

TCC CONCEPT LIMITED

Authorised Signatory

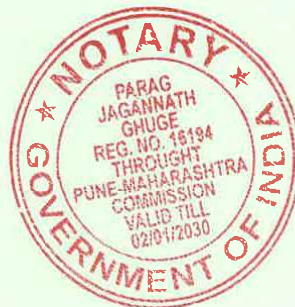
- 1.14. **"NCLT"** shall mean the Hon'ble National Company Law Tribunal at Mumbai, having applicable jurisdiction constituted by the Central Government under section 408 of the Companies Act, 2013.
- 1.15. **"Order"** means the order issued by the NCLT, approving the Scheme.
- 1.16. **"Registrar of Companies" or "RoC"** means "Registrar of Companies" having jurisdiction over the Transferor Company and the Transferee Company.
- 1.17. **"Relevant Jurisdiction"** means the territory of the Republic of India.
- 1.18. **"Scheme" or "the Scheme" or "this Scheme"** means this Scheme of Amalgamation by way of merger by absorption involving amalgamation of and dissolution, without winding up, of the Transferor Company along with its assets and liabilities into the Transferee Company as on the Appointed Date, as amended, or modified, in its present form submitted to the NCLT for approval, with any modifications, as may be approved or imposed or directed by the NCLT or any other appropriate authority.
- 1.19. **"Tax" or "Taxes"** means and include any tax, whether direct or indirect, including income tax (including advance tax, self-assessment tax, regular assessment tax, tax deducted at source, tax collected at source, equalization levy, dividend distribution tax, minimum alternate tax), GST, excise duty, value added tax (VAT), central sales tax (CST), service tax, octroi, local body tax and customs duty, stamp duty, charges, fees, surcharges, cess, levies, duties or other similar assessments by or payable to an Governmental Authority, including in relation to (a) income, services, gross receipts, premium, movable property, assets, profession, entry, capital gains, municipal, interest, expenditure, imports, wealth, gift, sales, use, transfer, licensing, withholding, employment, payroll and franchise taxes, and (b) any interest, fines, penalties, assessments, or additions to Tax resulting from, attributable to or incurred in connection with any proceedings or late payments in respect thereof.
- 1.20. **"Tax Laws"** shall include the Income-tax Act, 1961/ Income-tax Act, 2025 (as the case may be), the Central Goods and Services Tax Act, 2017, the Integrated Goods and Services Tax Act, 2017, the respective State Goods and Services Tax Acts, the Central Sales Tax Act, 1956, the applicable State Value Added Tax enactments, the Customs Act, 1962, and any other central, state, or local taxation statute, as applicable to the Transferor Company or the Transferee Company, as the case may be, together with all rules, regulations, notifications, and circulars issued thereunder, as amended from time to time.
- 1.21. **"TDS"** means, the taxes deducted at source pursuant to the provisions of the IT Act.

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

2. INTERPRETATION

In the Scheme, unless the context otherwise requires:

- 2.1. references to a statutory provision include any subordinate legislation made from time to time



Page 8 of 24

ALTRR SOFTWARE SERVICES LIMITED

Rsh
Authorised Signatory

TCC CONCEPT LIMITED

[Signature]
Authorised Signatory

under that provision;

- 2.2. references to the singular include the plural and vice versa and references to any gender includes the other gender;
- 2.3. references to a statute or statutory provision include that statute or provision as from time to time modified or re-enacted or consolidated and (so far as liability thereunder may exist or can arise) shall include also any past statutory provision (as from time to time modified or re-enacted or consolidated) which such provision has directly or indirectly replaced, provided that nothing in this Clause shall operate to increase the liability of any Party beyond that which would have existed had this Clause 2 been omitted;
- 2.4. references to a document shall be a reference to that document as modified, amended, novated, or replaced from time to time;
- 2.5. headings, subheadings, titles, subtitles, and clauses are for convenience only and shall be ignored in constructing or interpreting any provisions of this Scheme;
- 2.6. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (and not merely the sub-Clause, paragraph, or other provision) in which the expression occurs;
- 2.7. references to Clauses are to Clauses of this Scheme;
- 2.8. references to any person shall include that person's successors and permitted assigns or transferees;
- 2.9. references to the words "include" or "including" shall be construed without limitation;
- 2.10. references to the words "hereof", "herein", "hereto" and "hereunder" and words of similar import shall refer to this Scheme as a whole and not to any particular provision of this Scheme; and
- 2.11. where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

- 3.1. This Scheme set out herein in its present form or with any modification(s), if any, made as per Clause 16 of this Scheme shall become effective with effect from the Appointed Date but shall come into force from the Effective Date.
- 3.2. Reference in this Scheme to the "upon the Scheme becoming effective" shall mean the Scheme shall be effective from the Appointed Date but operative from the Effective Date.

4. SHARE CAPITAL

- 4.1. The share capital structure of the Transferor Company as on 31st March 2026 is as follows:



Page 9 of 24

ALTRR SOFTWARE SERVICES LIMITED

Authorised Signatory

TCC CONCEPT LIMITED
Authorised Signatory

Particulars	Amount (INR)
<u>Authorised Share Capital</u>	
3,10,000 Shares of Rs. 10/- each	31,00,000
Total	31,00,000
<u>Issued, subscribed and paid-up Share Capital</u>	
2,77,012 Shares of Rs. 10/- each, fully paid up	27,70,120
Total	27,70,120

There has been no change in the authorized, issued, subscribed and paid-up share capital of the Transferor Company subsequent to 31st March 2026 till the date of approval of this Scheme by the Board of Directors of the Transferor Company.

- 4.2. The share capital structure of the Transferee Company as on 31st March 2026 is as follows:

Particulars	Amount (INR)
<u>Authorised Share Capital</u>	
6,00,00,000 Equity shares of Rs. 10/- each	60,00,00,000
Total	60,00,00,000
<u>Issued, subscribed and paid-up Share Capital</u>	
4,75,28,061 Equity shares of Rs. 10/- each, fully paid up	47,52,80,610
Total	47,52,80,610

Subsequent to 31st March 2026, the Board of Directors of the Transferee Company has proposed sub-division of equity shares of the Transferee Company such that 1 (One) equity share having face value of Rs. 10 (Rupees Ten Only) each, fully paid-up, be subdivided into 5 (five) equity shares having face value of Rs. 2 (Rupees Two Only) each, fully paid-up, ranking pari-passu with each other in all respect with effect from 4th September 2026 (Record Date) fixed for this purpose by the Board of Directors of the Transferee Company. Post such sub-division, the share capital of the Transferee Company will be as follows:

Particulars	Amount (INR)
<u>Authorised Share Capital</u>	
30,00,00,000 Equity shares of Rs. 2/- each	60,00,00,000
Total	60,00,00,000
<u>Issued, subscribed and paid-up Share Capital</u>	
23,76,40,305 Equity shares of Rs. 2/- each, fully paid up	47,52,80,610
Total	47,52,80,610



Page 10 of 24

ALTRR SOFTWARE SERVICES LIMITED

Authorised Signatory

TCC CONCEPT LIMITED

Authorised Signatory

PART B

AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

5. AMALGAMATION OF TRANSFEROR COMPANY WITH TRANSFEREE COMPANY WITHOUT WINDING UP

5.1. TRANSFER AND VESTING OF ASSETS AND LIABILITIES OF THE TRANSFEROR COMPANY INTO THE TRANSFEREE COMPANY

Upon the Scheme becoming effective, and with effect from the Appointed Date, all assets including movable property, intangible assets including but not limited to technical knowhow/expertise, property information and intellectual property, rights, claims, title, interest including accretions and appurtenances and liabilities of the Transferor shall, subject to the provisions of this Clause 5 in relation to the mode of transfer and vesting and pursuant to Section 230 to 232 of the Act and other applicable provisions of the Act and pursuant to the orders of the NCLT sanctioning the Scheme, without any further act or deed, stand transferred and vested in and/or deemed to be transferred to and vested in the Transferee Company, so as to become as and from the Appointed Date, all assets including movable property, intangible assets including but not limited to technical knowhow/expertise, property information and intellectual property, intangible assets, rights, claims, title, interest including accretions and appurtenances and liabilities of the Transferee Company, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions.

5.2. TRANSFER OF ASSETS:

Without prejudice to the generality of Clause 5 supra, upon the Scheme becoming effective, and with effect from the Appointed Date:

- a. All 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 delivery or by vesting pursuant to the Scheme, if any, shall stand vested in the Transferee Company and the same shall be so transferred by the Transferor Company and shall upon such transfer become the assets and the properties of the Transferee Company and title to the assets will be deemed to have been vested accordingly without requiring any deed or instrument or conveyance pursuant to the provisions of Section 230 to 232 of the Act and shall upon such transfer and vesting become the property and an integral part of the Transferee Company.
- b. All investments of the Transferor Company, including but not limited to investments in shares, stocks, units, bonds, debentures, mutual funds, securities, interests in joint ventures, subsidiaries, associates or any other instruments of whatsoever nature (whether quoted or unquoted, held in physical or dematerialized form), together with all rights, benefits, entitlements and interests therein, shall, pursuant to Sections 230 to 232 and other applicable provisions of the Act, and without any further act, instrument or deed, stand transferred to and vested in, or be deemed to have been transferred to and vested in, the Transferee Company so as to become, as and from the Appointed Date, the investments of the Transferee Company. All rights, title, interest, dividends (including interim and final dividends), accruals, corporate benefits (including bonus shares, rights entitlements, splits, consolidations or any other corporate actions), and all other rights and benefits arising out of or in respect of such investments, whether declared or accruing on or after the Appointed Date, shall belong to and

Page 11 of 24



ALTRR SOFTWARE SERVICES LIMITED

[Signature]
Authorised Signatory

TCC CONCEPT LIMITED

[Signature]
Authorised Signatory

be deemed to be the property of the Transferee Company. In respect of investments held in dematerialized form, the Transferee Company shall be entitled to give appropriate instructions to the depository participants and/or relevant authorities for transfer of such investments in its name. In respect of investments held in physical form, the Transferee Company shall be entitled to take such steps as may be necessary for recording its name as the holder thereof. It is clarified that upon the Scheme becoming effective, the name of the Transferee Company shall be substituted in place of the Transferor Company in all records, registers and documents relating to such investments, whether maintained by any company, authority, depository or otherwise, without any further act or deed.

- c. Upon this Scheme becoming effective, and with effect from the Appointed Date, all intellectual property rights trade and service names and marks, patents, copyrights, brand names, trademarks registered and other intellectual property rights of any nature whatsoever, trade secrets, confidential information, domain names, books, records, files, papers, software licenses (whether proprietary or otherwise), data and all other records and documents whether in physical or electronic form of the Transferor Company, whether recorded in the books of accounts or otherwise appearing in the consolidated books and unregistered trademarks along with all rights of commercial nature including attached goodwill, title, interest, labels and all such other industrial and intellectual property rights of whatever nature shall stand transferred and vested with the Transferee Company by operation of law. The Transferee Company shall take such actions as may be necessary and permissible to get the same transferred and / or registered in the name of the Transferee Company relating to the business activities and operations of the Transferor Company.
- d. In respect of the movables other than those dealt with in Clause 5.2(a) supra including actionable claims, sundry debtors, receivables, bills, outstanding loans, advance, credits, loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, investments, earnest monies and deposits, if any, with any Government, Semi-Government, local and other authorities and bodies, customers or any other person, the same shall, without any further act, instrument or deed, be transferred and vested in the Transferee Company pursuant to the provisions of Section 230-232 and all other applicable provisions, if any, of the Act and intent that the right of Transferor Company to recover or realise the same stands transferred to the Transferee Company.
- e. All the licenses, permits, quotas, approvals, trademarks, brands, permissions, registrations, incentives, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status, tax holiday and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, pursuant to the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vested in or be deemed to be transferred to or vested in and be available to the Transferee Company so as to become as and from the Appointed Date, licenses, permits, quotas, approvals, permissions, registrations, incentives, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status, tax holiday and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.
- f. All the assets and the properties comprised in the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company, and all the assets and properties, which are acquired by the Transferor Company, on or after the Appointed Date,

Page 12 of 24



ALTRR SOFTWARE SERVICES LIMITED

[Signature]
Authorised Signatory

TCC CONCEPT LIMITED

[Signature]
Authorised Signatory

shall be deemed to be and shall become the assets and the properties of the Transferee Company by virtue of and in the manner provided in the Scheme.

- g. The whole of the Transferor Company, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, stand absolutely and irrevocably transferred to and vested in and / or deemed to be absolutely and irrevocably transferred to and vested in the Transferee Company, along with all the right, title, interest, share and securities, claim, privilege, benefit, entitlement, liability, duty, obligation of any nature whatsoever in relation to or arising out of or pertaining to the Transferor Company.
- h. For avoidance of doubt and without prejudice to generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date, and till such time that the name in the bank accounts of the Transferor Company have been replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in the name of Transferor Company in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of 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. The Transferee Company shall be allowed to maintain bank accounts in the name of the Transferor Company for such time as may be determined to be necessary by the Transferee Company for presentation of deposition of cheques or pay orders or any electronic mode that have been issued or received in the name of the Transferor Company. It is hereby expressly clarified that upon the Scheme becoming effective, any legal proceedings by or against the Transferor Company in relation to the cheques and other negotiable instruments, payments order received or presented for encashment which are in the name of Transferor Company shall be instituted, or as the case may be, continued by or against the Transferee Company upon the Scheme becoming effective. With effect from the Effective Date, and till the time any regulatory registrations of the Transferor Company are expired or suspended or under process and for the same if any regulatory filings are required to be done on such registrations, the Transferee Company shall be entitled to do so to comply with the relevant regulations.

5.3. TRANSFER OF LIABILITIES:

- a. Without prejudice to the generality of Clause 5 supra, upon the Scheme becoming effective, and with effect from the Appointed Date, all debts, liabilities including contingent liabilities, including secured or unsecured, duties, obligations of every kind, nature and description of the Transferor Company shall pursuant to the sanction of the Scheme by the NCLT and pursuant to the provisions of Sections 230 to 232 of the Act and other applicable provisions thereof, if any, of the Act, without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company so as to become from the Appointed Date the debts, liabilities including contingent liabilities, including secured or unsecured, duties, obligations of every kind of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities including contingent liabilities, including secured or unsecured, duties and obligations of every kind which may arise, in order to give effect to the provisions of this clause.

Page 13 of 24



ALTRR SOFTWARE SERVICES LIMITED

[Signature]
Authorised Signatory

TCC CONCEPT LIMITED

[Signature]
Authorised Signatory

- b. The transfer of property and liabilities to the Transferee Company shall not affect any transactions or proceedings already concluded by the Transferor Company till, on or after the Appointed Date and till the Effective Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in regard thereto as done and executed by the Transferee Company on its own behalf. Furthermore, as from the Appointed Date, the Transferor Company shall be deemed to have carried on and to be carrying on the business on behalf of and in trust for the Transferee Company until such time as the Scheme takes effect.
- c. It is clarified that all owning, liabilities, duties and obligations of the Transferor Company as on the Appointed Date whether provided for or not in the books of accounts of the Transferor Company and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or after the Appointed Date up to the Effective Date shall be the debts, liabilities, duties and obligations of the Transferee Company including any encumbrance on the assets of the Transferor Company or on any income earned from those assets.
- d. Where any such debts, liabilities, duties, and obligations of the Transferor Company as on the Appointed Date have been discharged by the Transferor Company and/or on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the Scheme becoming effective.
- e. All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Company on or after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the Scheme becoming effective and under the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed be and shall be transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- f. Upon the Scheme being effective, all inter-company balances and transactions pertaining to the Transferor Company, including any investments (shares, debentures or any other securities), receivables, payables, deposits, advances, accrued interest, inter-company loans or other obligations between the Transferor Company and the Transferee Company shall stand cancelled and extinguished without any further act, deed or instrument.

5.4. TRANSFER OF CONTRACTS, DEEDS, ETC.

- a. The Transferee Company, at any time upon the Scheme becoming effective, and with effect from the Appointed Date in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds, writings, confirmations bonds, agreements, schemes, arrangements, insurance, letters of Intent, undertakings, policies and other instruments of whatsoever nature or notices with, or in favour of, any other party to any contract or arrangement to which the Transferor Company is the party or to the benefit of which the Transferor Company may be eligible or any writings as may be necessary to be executed in order to give formal effect to the provisions of the Scheme. 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 implement and carry out all such formalities or compliance referred to above for and on behalf of the Transferor Company.

Page 14 of 24



ALTRR SOFTWARE SERVICES LIMITED

[Signature]
Authorised Signatory

TCC CONCEPT LIMITED

[Signature]
Authorised Signatory

- b. Upon the Scheme becoming effective, and with effect from the Appointed Date and subject to other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature to which the Transferor Company is a party subsisting or having effect immediately before the amalgamation, continue in full force and effect against or, as the case may be, 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 oblige thereto.
- c. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the Scheme becoming effective, the benefits of all statutory licenses, permissions, all approvals, consents, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company without any further act of deed as if the same were originally given by, issued to or executed in favour of the Transferor Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall receive relevant approvals from the Government Authorities concerned as may be necessary in this behalf.
- d. The inter-se contracts/arrangements between the Transferor Company and the Transferee Company if any shall stand adjusted and shall come to an end upon the Scheme becoming effective. Transactions if any, between the Transferor Company and the Transferee Company after the Appointed Date and until the Effective Date will be squared off in the books of account of the Transferee Company upon the Scheme becoming effective.

6. LEGAL, TAXATION AND OTHER PROCEEDINGS

- 6.1. Upon the Scheme being effective, and with effect from the Appointed Date, the Transferee Company shall bear the burden and the benefits of any legal or other proceedings initiated by or against the Transferor Company.
- 6.2. Upon the Scheme becoming effective, and with effect from the Appointed Date, if any suit, appeal or other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal, whether in India or abroad) of whatsoever nature (hereinafter referred to as "**the said proceedings**") by or against any of the Transferor Company is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the transfer of the Transferor Company or by anything in this Scheme, but the said proceedings may be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company as effectually and in the same manner and to the same extent as it would be or might have been continued and enforced, as the case may be, by or against the Transferor Company if this Scheme had not been made.
- 6.3. In case of 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 any payment and expenses made thereto shall be the liability of the Transferee Company.
- 6.4. On and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in relation to the rights, title, interest, obligations or liabilities of any nature whatsoever, whether under contract or law or otherwise, of the Transferor Company in the same

Page 15 of 24



ALTRR SOFTWARE SERVICES LIMITED

[Signature]
Authorised Signatory

TCC CONCEPT LIMITED

[Signature]
Authorised Signatory

manner and to the same extent as would or might have been initiated by the Transferor Company.

7. STAFF, WORKMEN & EMPLOYEES

- 7.1. The Transferee Company will take over all the staff and workmen in the service of the Transferor Company immediately preceding the Effective Date, and that they shall become the staff, workmen and employees of the Transferee Company on the basis that their services shall be deemed to have been continuous and not have been interrupted by reasons of the said transfer. The terms and conditions of service applicable to such staff, workmen or employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately preceding the transfer.
- 7.2. As far as the Provident Fund, Gratuity Fund or any other Special Fund or schemes existing for the benefit of the employees of the Transferor Company is concerned, upon the Scheme becoming effective, and with effect from the Appointed Date, the Transferee Company shall be substituted for the Transferor Company for all purposes whatsoever related to the administration / operation of such funds or schemes or in relation to the obligation to make contribution to the such funds or schemes in accordance with provisions of such funds or schemes or according to the terms provided in the respective trust deeds or other documents. All the rights, duties, powers, and obligations of the Transferor Company in relation to such funds or schemes shall become those of the Transferee Company and the services of the employees will be treated as being continuous for the purpose of the aforesaid funds or schemes.

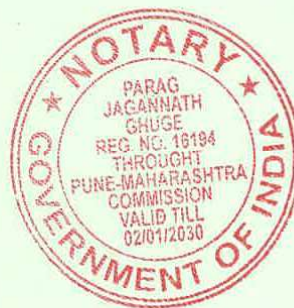
8. BOOKS AND RECORDS

- 8.1. All books, records, files, papers, project documents, engineering and architectural drawings, designs, layouts, master plans, permits, licenses, sanctions, feasibility studies, project reports, business plans, databases, catalogues, marketing and advertising materials, customer databases, and all other books and records of whatsoever nature, whether in physical or electronic form, belonging to or relating to the business of the Transferor Company, shall, to the extent possible and permissible under applicable law, be handed over and delivered to the Transferee Company.

9. TAXES

- 9.1. Upon the Scheme becoming effective, and with effect from the Appointed Date, all taxes (direct and/ or indirect)/ cess/ duties payable by or on behalf of the Transferor Company from the Appointed Date onwards including all or any refunds and claims, including refunds or claims pending with any Governmental Authority and including the right to claim credit for minimum alternate tax and carry forward of accumulated losses, etc. shall, for all purposes, be treated as the tax/ cess/ duty, liabilities or refunds, claims, accumulated losses and rights to claim credit or refund etc. of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its income tax returns, service tax returns, GST return, other statutory returns, and to claim refunds/ credits, pursuant to the provisions of this Scheme.
- 9.2. The Transferee Company shall be entitled to: (a) claim deduction with respect to items such as provisions, expenses, etc., (including but not limited to Section 35, 36, 37 etc., of the IT Act (corresponding to Section 40, 40A, 43B etc. of the Income-tax Act, 1961)) disallowed in earlier years in the hands of the Transferor Company, which may be allowable to Transferor Company

Page 16 of 24



ALTRR SOFTWARE SERVICES LIMITED

[Signature]
Authorised Signatory

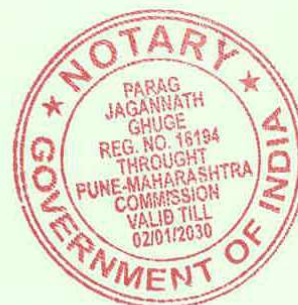
TCC CONCEPT LIMITED

[Signature]
Authorised Signatory

in accordance with the provisions of the IT Act on or after the Appointed Date and (b) exclude items such as provisions, reversals, etc., for which no deduction or Tax benefit has been claimed by the Transferor Company prior to the Appointed Date.

- 9.3. Any tax liabilities under the Tax Laws dealing with taxes/duties/levies allocable or related to the business 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.
- 9.4. Any TDS deducted by the Transferor Company or the 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. Further, for the avoidance of doubt, input tax credits already availed of or utilised by the Transferee Company and the Transferor Company in respect of transactions between the Transferee Company and the Transferor Company shall not be adversely impacted by the cancellation of such transactions pursuant to this Scheme.
- 9.5. The Transferee Company shall also be permitted to claim refunds/ credits in respect of any transaction between or amongst the Transferor Company inter-se and the Transferee Company and the Transferee Company. Without prejudice to the generality of clause above, upon the Scheme becoming effective, the Transferee Company shall be permitted to modify, if it becomes necessary, its income tax returns and related withholding tax certificates, including withholding tax certificates relating to transactions between or amongst the Transferor Company inter-se and the Transferor Company and the Transferee Company, and to claim refunds, advance tax and withholding tax credits.
- 9.6. Any refund under the Tax Laws received by/ due to the Transferor Company consequent to the assessments made on the Transferor Company after the Appointed Date and for which no credit is taken on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 9.7. The GST paid by the Transferor Company for the period commencing from the Appointed Date shall be deemed to be the GST paid by the Transferee Company and credit for such GST shall be allowed to the Transferee Company notwithstanding that the challans for GST payments are in the name of the Transferor Company and not in the name of the Transferee Company.
- 9.8. Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, service-tax exemptions, GST exemptions, incentives, concessions and other authorizations of the Transferor Company shall stand transferred by the Order of the NCLT to the Transferee Company, the Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting Order of NCLT.
- 9.9. All the expenses incurred by the Transferee Company or Transferor Company in relation to the amalgamation hereof including stamp duty expenses etc. shall be allowable to the Transferee Company in terms of Section 52 of the IT Act (corresponding to Section 35DD of the Income-tax Act, 1961) over 5 years. Any refund Tax Laws or under other Laws, for which no credit is taken as on the date immediately preceding the Effective Date, shall belong to the Transferee Company.

Page 17 of 24



ALTRR SOFTWARE SERVICES LIMITED

[Signature]

Authorised Signatory

TCC CONCEPT LIMITED

[Signature]

Authorised Signatory

- 9.10. Upon the Scheme being effective, and with effect from the Appointed Date, exemptions, and other statutory benefits to which the Transferor Company is entitled shall be available to the Transferee Company.
- 9.11. It is clarified that proposed amalgamation in itself is a specific code and the taxability is envisaged specifically under the IT Act. Subject to the compliance with the prescribed conditions under the provisions of the IT Act, the proposed amalgamation shall be tax neutral as provided under Sections 70(1)(e) (corresponding to Section 47(vi) of the Income-tax Act, 1961) and 92(2)(m) (corresponding to Section 56(2)(x) of the Income-tax Act, 1961) of the IT Act.

10. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

With effect from the Appointed Date and till the Scheme comes into effect:

- 10.1. The Transferor Company shall carry on their businesses with reasonable diligence and except in the ordinary course of business, Transferor Company shall not, without prior written consent (as applicable) of the Transferee Company or pursuant to any pre-existing obligation, substantially expand their business or sell, transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with, or dispose of, any of the assets of the Transferor Company or any part thereof.

10.2. Transferor Company as Trustee:

With effect from the Appointed Date, and up to and including the Effective Date, the Transferor Company shall carry on and be deemed to have carried on all business and activities and shall stand possessed of all the assets, rights, title and interest of the Transferor Company for and on account of, and in trust for the Transferee Company.

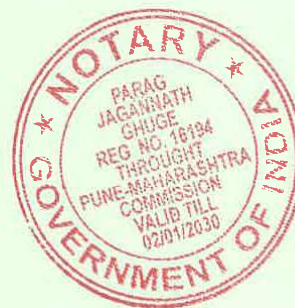
10.3. Profit or losses up to Effective Date:

With effect from the Appointed Date, all the profits or income, if any, accruing or arising to Transferor Company, and all expenditure or losses, if any, arising or incurred by the Transferor Company shall, for all purposes, be treated (including all taxes, if any, paid or accruing in respect of any profits and income) and be deemed to be and accruing to the profits or income or as the case may be, expenditure or losses (including taxes) of the Transferee Company.

11. SAVING OF CONCLUDED TRANSACTIONS

- 11.1 Amalgamation of the Transferor Company which includes transfer and vesting of the assets and liabilities of the Transferor Company under Clause 5.1 and Clause 5.2 hereof and the continuance of the legal proceedings by or against the Transferee Company under Clause 6 hereof shall not affect any transaction or proceedings already concluded by or against the Transferor Company after the Appointed Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done or executed by the Transferor Company after the Appointed Date as done and executed on its behalf. The said transfer and vesting pursuant to Sections 230 to 232 of the Act, shall take effect from the Appointed Date unless the Tribunal otherwise directs.
- 11.2 Upon the coming into effect of the Scheme, the resolutions, if any, of the Transferor Company including without limitation approvals under Sections 180, 185, 186, 188, etc., of the Act and under Regulation 23 of Securities and Exchange Board of India (Listing Obligations and Disclosure

Page 18 of 24



ALTRR SOFTWARE SERVICES LIMITED
[Signature]
Authorised Signatory

TCC CONCEPT LIMITED
[Signature]
Authorised Signatory

Requirements) Regulation, 2015, 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 the provisions of the Act, or any other applicable statutory provisions, such limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company, and shall constitute the aggregate of the said limits in the Transferee Company.

12. CONSIDERATION

The Transferee Company holds 100% of the equity shares of the Transferor Company. Accordingly, thus pursuant to amalgamation of the Transferor Company with the Transferee Company on the Appointed Date, equity shares held by the Transferee Company in the Transferor Company shall be cancelled and extinguished without any further act, procedure or deeds and hence, no shares of the Transferee Company shall be issued and allotted upon this Scheme becoming effective, in consideration of the amalgamation of the Transferor Company with the Transferee Company.

13. ACCOUNTING TREATMENT FOR AMALGAMATION

Notwithstanding anything to the contrary contained in any other clause in the Scheme, the Transferee Company shall account for the amalgamation of the Transferor Company in accordance with the Pooling of Interests Method prescribed under Appendix C (Business Combinations of Entities under Common Control) to Indian Accounting Standard (Ind AS) 103 – Business Combinations, notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, and any amendments, clarifications, interpretations, guidance notes, circulars, or other guidance issued by the Ministry of Corporate Affairs, the Institute of Chartered Accountants of India, or any other competent regulatory authority from time to time. Accordingly, the amalgamation shall be accounted for in the books of the Transferee Company in the manner set out below:

- 13.1. The Transferee Company shall record the assets and liabilities, if any, of the Transferor Company, at the carrying values as appearing in the consolidated financial statements of the Transferee Company.
- 13.2. The identity of the reserves of the Transferor Company shall be preserved, and the Transferee Company shall record reserves of the Transferor Company in the same form and at the carrying amounts as appearing in the consolidated financial statements of the Transferee Company.
- 13.3. For the purpose of giving effect to Clauses 13.1 and 13.2 above, the carrying values of the assets, liabilities, and reserves of the Transferor Company as appearing in the consolidated financial statements of the Transferee Company shall be considered after giving effect in accordance with the applicable provisions of IND AS 103 and other applicable accounting standards, to the extent relevant.
- 13.4. Inter-company balances between the Transferee Company and the Transferor Company, appearing in the books of the Transferee Company, shall stand cancelled and there shall be no further obligation in that behalf.
- 13.5. The value of all investments held by the Transferee Company in the Transferor Company shall stand cancelled pursuant to amalgamation.



Page 19 of 24

ALTRR SOFTWARE SERVICES LIMITED
[Signature]
Authorised Signatory

TCC CONCEPT LIMITED
[Signature]
Authorised Signatory

- 13.6. Difference, if any, arising after taking the effect of Clauses 13.1 to 13.4 as above, shall be transferred to Capital Reserve in the financial statements of the Transferee Company.
- 13.7. In case of any difference in accounting policies between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company will prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies.
- 13.8. The comparative financial information presented in the financial statements of the Transferee Company shall be restated to give effect to the accounting impact of the amalgamation in accordance with the principles set out above, from the beginning of the comparative period presented in such financial statements.
Provided, however, that where the acquisition of Transferor Company is consummated after the commencement of the comparative period, the comparative financial information shall be restated only from the respective date of acquisition of such Transferor Company and not from the beginning of the comparative period.

<<This space is left blank intentionally>>



Page 20 of 24

ALTRR SOFTWARE SERVICES LIMITED


Authorised Signatory

TCC CONCEPT LIMITED


Authorised Signatory

PART C: GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SCHEME

14. APPLICATION TO THE NCLT

- 14.1. The Transferor Company and the Transferee Company shall, without undue delay, make necessary applications and petitions before the NCLT under Sections 230 to 232 of the Act for seeking sanction of this Scheme including seeking such orders for convening and holding or alternatively, dispensing with requirements for convening and holding meetings of the shareholders and/ or creditors of the Companies as may be directed by the NCLT and obtain such other approvals, as required by Applicable Law.

15. SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS

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

- 15.1. The observations/ objections, if any, of the Appropriate Authority in terms of Section 230 to 232 of the Act;
- 15.2. The approval by the requisite majorities in number and value of the respective members and/ or creditors (where applicable) of the Transferor Company and the Transferee Company, as mandated under the Act or as may be directed by the NCLT;
- 15.3. The sanction of the Scheme by the NCLT under Section 230 to 232 of the Act;
- 15.4. Certified or authenticated copy of the Order of the NCLT, sanctioning the Scheme being filed with the Registrar of Companies by the Transferor Company and the Transferee Company in e-form INC 28 within 30 (thirty) days from receipt of copy of the Order.

16. MODIFICATION TO THE SCHEME

- 16.1. The Transferor Company and the Transferee Company (acting through their respective Boards of Directors) 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 are 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.
- 16.2. In the event of any of the conditions that may be imposed by the NCLT or other authorities which the Transferor Company and / or the Transferee Company may find unacceptable for any reason, in whole or in part, then the Transferor Company and / or the Transferee Company are at liberty to withdraw the Scheme.
- 16.3. If any part and/or clause of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to decision of the Transferor Company and the Transferee Company through their respective Board, affect validity or implementation of other parts and/or clauses or

Page 21 of 24



ALTRR SOFTWARE SERVICES LIMITED


Authorized Signatory

TCC CONCEPT LIMITED


Authorized Signatory

provisions of the Scheme.

- 16.4. **Severability:** Further it is the intention of the Companies that each part of this Scheme shall be severable from the remainder of this Scheme and the Scheme shall not be effected if any part of this Scheme is found to be unworkable for any reason whatsoever unless the deletion of such part shall cause this Scheme to become materially adverse to any Party, in which case Companies shall attempt to bring about a modification in this Scheme or cause such part to be null and void, including but not limited to such part.

17. SEQUENCE OF EVENTS

- 17.1. Upon the sanction of this Scheme and upon the Scheme becoming effective, the following shall be deemed to have occurred/shall occur and become effective and operative, only in the sequence and in order mentioned as under:
- a. Amalgamation of the Transferor Company with the Transferee Company as on the Appointed Date and;
 - b. Dissolution of the Transferor Company without following the process of winding up, pursuant to section 232(3)(d) of the Act.

18. DISSOLUTION OF THE TRANSFEROR COMPANY

- 18.1. Upon the Scheme becoming effective, the name of the Transferor Company shall be removed from the register of companies maintained by the Registrar of Companies and the Transferor Company shall stand automatically dissolved as an integral part of this Scheme, without being liquidated or wound up and without requiring any further act, deed or instrument.

19. MATTERS RELATING TO SHARE CERTIFICATES

- 19.1. The share certificates held by the equity shareholders of the Transferor Company shall automatically stand cancelled without any necessity of them being surrendered to the Transferee Company.

20. EFFECT OF NON-RECEIPT OF APPROVALS

- 20.1. In the event any of the approvals or sanctions referred to in Clause 15 above not being obtained or conditions enumerated in the Scheme not being complied with, or for any other reason, the Scheme cannot be implemented, the Boards of Directors or committee empowered thereof of the Transferor Company and the Transferee Company shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, the Scheme shall become null and void and shall stand revoked, cancelled and be of no effect and each Party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

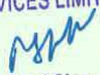
21. BINDING EFFECT

- 21.1. Upon the Scheme becoming effective, the same shall be binding on the Transferor Company and the Transferee Company and all concerned Companies without any further act, deed, matter, or thing.

Page 22 of 24



ALTRR SOFTWARE SERVICES LIMITED


Authorised Signatory

TCC CONCEPT LIMITED


Authorised Signatory

- 21.2. However, the Transferor Company and Transferee Company and the shareholders jointly could withdraw the Scheme, prior to it being made effective, subject to necessary compliance and approval of the NCLT.

22. RATIFICATION OR VALIDITY OF EXISTING RESOLUTIONS

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

23. GIVING EFFECT TO THE SCHEME

- 23.1. For the purpose of giving effect to the Scheme, the Board of Directors of the Transferee Company is authorised to give such directions as may be necessary or desirable and to settle as it may deem fit, any question, doubt or difficulty that may arise in connection with or in the working of the Scheme and to do all acts, deeds and things necessary for carrying into effect the Scheme.
- 23.2. On implementation of the Scheme, from the Appointed Date all the premises of the Transferor Company will become those of the Transferee Company. The registrations of the same with the respective departments / authorities under the Tax Laws or any other statute or under any relevant Act(s) or enactments(s) will be considered to be in the name of the Transferee Company.

24. EFFECT OF SCHEME NOT GOING THROUGH

- 24.1. In the event of this or any part of the Scheme failing to take effect finally for whatsoever reasons, the entire or the relevant part of the Scheme, as applicable, shall become null and void and in that case no rights and liabilities whatsoever shall accrue to or be incurred inter-se between the Companies or their shareholders or creditors or employees or any other person.

25. COSTS, CHARGES AND EXPENSES

- 25.1. 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 by the Transferee Company.

26. NO CAUSE OF ACTION

- 26.1. No third party claiming to have acted or changed its position in anticipation of the Scheme taking effect, shall get any cause of action against the Companies involved in the Scheme or their directors or officers, if this Scheme does not take effect or is withdrawn, cancelled, revoked, amended or modified for any reason whatsoever.

27. RESIDUARY CLAUSE

- 27.1. The said Scheme shall comply with all the Applicable Laws, and no statutory liabilities shall be absolved on sanction of this Scheme.



Page 23 of 24

ALTRR SOFTWARE SERVICES LIMITED

Rehm
Authorised Signatory

TCC CONCEPT LIMITED

Shreya
Authorised Signatory

The Companies, shall, at any time after this Scheme becoming effective in accordance with the provisions hereof, if so required under Applicable Law or otherwise, do all such acts or things as may be necessary to transfer/ novate the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Transferor Company in relation to or in connection with the Transferor Company. It is hereby clarified that if the consent of any third party or Appropriate Authority, if any, is required to give effect to this Scheme, the said third party or Appropriate Authority shall make and duly record the necessary substitution/endorsement in the name of the Transferee Company, as the case may be, pursuant to the sanction of this Scheme, and upon this Scheme becoming effective in accordance with the provisions of the Act and with the terms hereof. For this purpose, the Companies shall file appropriate applications/documents with relevant authorities concerned for information and record purposes.



Page 24 of 24

ALTRR SOFTWARE SERVICES LIMITED
[Signature]
Authorised Signatory

TCC CONCEPT LIMITED
[Signature]
Authorised Signatory