

May 02, 2024

**The Manager,
Department of Corporate Services
BSE Limited**
Floor 25, P.J. Towers,
Dalal Street, Mumbai – 400 001
BSE Scrip code: 532541
Equity ISIN: INE591G01017
Non-Convertible Bond ISIN: INE591G08012

**The General Manager,
Department of Corporate Services
The National Stock Exchange of India
Limited**
Exchange Plaza,
Plot No. C/1, G Block, Bandra Kurla Complex,
Bandra, Mumbai – 400 051
NSE Scrip code: COFORGE

Dear Sir/Madam,

Subject: Disclosure under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulation, 2015, as amended ("SEBI Listing Regulations"): – Execution of Loan Agreement by wholly-owned subsidiary of the Company

Pursuant to Regulation 30 and other applicable provisions of the SEBI Listing Regulations, it is hereby informed that the Coforge Pte. Ltd., a wholly owned subsidiary of Coforge Limited based at Singapore, has entered into a loan agreement for availing loan facility with Hongkong and Shanghai Banking Corporation Limited, a company organised under the Companies Ordinance of the Hong Kong Special Administrative Region (HKSAR) and operating from its International Financial Services Centre Banking Unit in GIFT City, Gujarat, having its corporate office at Unit 504, 505, Signature Building at Block 13-B, Zone 1, GIFT SEZ, GIFT City, Gandhinagar – 382355.

The details required under Regulation 30 of SEBI Listing Regulations read with SEBI Circular No. SEBI/HO/CFD/CFD-PoD1/P/CIR/2023/123 dated July 13, 2023 are enclosed as Annexure A.

This is for the information of the Exchanges and the Members.

Thanking You,
Yours Faithfully,

For Coforge Limited

**Barkha Sharma
Company Secretary
ACS: 24060**

Encl: as above

S. No.	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered;	The facility agreement has been entered into between Coforge Pte. Ltd. (“ Borrower ”), a wholly owned subsidiary of Coforge Limited (“ Company ”) and Hongkong and Shanghai Banking Corporation Limited, Gift City branch (“ Original Lender ”; and such agreement, “ Facility Agreement ”).
2.	Purpose of entering into the agreement;	The Facility Agreement has been entered into to enable the Borrower to financing the acquisition of shares of Cigniti Technologies Limited.
3.	Size of agreement ;	The Facility Agreement has been entered into in respect of bridge loan facility for an amount up to \$250,000,000 (US Dollar Two Hundred and Fifty Million Only).
4.	Shareholding, if any, in the entity with whom the agreement is executed;	The Company holds 100% shares of the Borrower.
5.	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	<p>The Facility Agreement does not contain terms pertaining to right to appoint directors, first right to share subscription in case of issuance of share or right to restrict change in capital structure.</p> <p>The significant terms in the Facility Agreement in respect of the Company (and its activities) includes certain terms pertaining to the mandatory prepayment events, which to summarise are: (i) if the funds are drawn under the Facility Agreement and a qualified institutional placement of the Company happens, then the loan has to be prepaid out of the proceeds of the qualified institutional placement; (ii) if after the envisaged closing of the acquisition, the Company cease to own all shares of Borrower or loses control of the Borrower or, the Company does not have control or more than 50.1% voting rights, then the loan will be prepaid if such loans were disbursed; (iii) if there is disposal of the target shares by the Company or the Borrower after the closing of the acquisition, then loan will be prepaid from the disposal proceeds; and (iv) if the Company raises debt or equity (apart from certain agreed debt or equity) the proceeds of such debt or equity issuance will be used to prepay the loan.</p> <p>The Company is also required to provide a guarantee for this loan facility to be availed by the Borrower.</p>
6.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	The Borrower is a wholly-owned subsidiary of the Company which holds 100% shares of the Borrower.
7.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;	No, the Facility Agreement (between the Borrower and the Original Lender) does not classify as a related party transaction under the SEBI Listing Regulation for the Company
8.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	Not applicable

9.	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis;	Details of the lender/borrower	<u>Lender</u> Hongkong and Shanghai Banking Corporation Limited, Gift City branch <u>Borrower</u> Coforge Pte. Ltd.
		Nature of the loan	Bridge Finance Facility
		Total amount of loan granted	Up to \$250,000,000 (US Dollar Two Hundred and Fifty Million Only)
		Date of execution of the loan agreement/sanction letter	May 2, 2024
		Details of the security provided to the lenders	i. Corporate guarantee by the Company in favour of the Original Lenders; ii. First ranking exclusive charge/pledge on 100% shares held by the Company in the Borrower in favour of the Original Lender as a part of condition subsequent by no later than the date falling 15 days after the first Utilisation Date.
10.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.;	Not applicable.	
11.	in case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): 1. Name of parties to the agreement; 2. Nature of the agreement; 3. Date of execution of the agreement; 4. Details of amendment and impact thereof or reasons of termination and impact thereof.	Not applicable	