



R SYSTEMS INTERNATIONAL LIMITED

Corporate Identity Number : L74899DL1993PLC053579

[CMMI Level 5, PCMM Level 5, ISO 9001:2015 & ISO 27001:2013 Company]

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REF: SECT/04/2025/01

APRIL 01, 2025

To, The Managing Director National Stock Exchange of India Limited Exchange Plaza, Bandra Kurla Complex, Bandra – East, Mumbai – 400 051 NSE Symbol – RSYSTEMS	To, The General Manager BSE Limited Department of Corporate Services, Rotunda Building, 1 st Floor, Mumbai Samachar Marg, Fort, Mumbai - 400 001 BSE Scrip Code - 532735
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Dear Sir,

SUB: DISCLOSURE UNDER REGULATION 30 READ WITH SCHEDULE III OF SEBI (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2015

This is with reference to our letter reference No. SECT/09/2024/03 dated September 11, 2024 wherein we have intimated that subject to sanction of the Hon'ble National Company Law Tribunal, New Delhi (“NCLT”) and the receipt of other necessary approvals from shareholders, creditors and other statutory authorities, the Board of Directors of R Systems International Limited (“**R Systems**” / “**Company**”) has approved the Composite Scheme of Amalgamation of Velotio Technologies Private Limited (“**Velotio**”) and Scaleworx Technologies Private Limited (“**Scaleworx**”) with R Systems (“**Scheme**”) under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013.

The Scheme *inter alia* provides that the existing optionally convertible redeemable preference shares of Velotio (“**Velotio OCRPS**”) will be cancelled and optionally convertible redeemable preference shares of R Systems (“**RSIL OCRPS**”) will be issued to Velotio OCRPS holders as per the swap ratio set out in the Scheme. Upon the completion of the term of the RSIL OCRPS (as set out in Annexure 1 of the Scheme) and subject to the terms of the RSIL OCRPS (as set out in Annexure 1 of the Scheme), the RSIL OCRPS will be converted into equity shares of R Systems.

In this regard, pursuant to Regulation 30 read with clause 5A of Para A of Part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**Listing Regulations**”), we wish to apprise you that the Company, BCP Asia II Topco II Pte. Ltd., Promoter of the Company (“**BCP Asia**”), and the Velotio OCRPS holders have entered into a Shareholders Agreement (“**Agreement**”) on April 01, 2025 to set out, *inter alia*, the number of RSIL OCRPS to be allotted to the Velotio OCRPS holders in lieu of the Velotio OCRPS upon the Scheme coming into effect (as per the swap ratio set out in the Scheme).

The requisite details as required in terms of SEBI Circular no. SEBI/HO/CFD/CFDPoD1/P/CIR/2023/123 dated July 13, 2023 read with circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024 are enclosed herewith as “**Annexure A**”.

Thanking you

Yours Faithfully,
For **R Systems International Limited**

Bhasker Dubey
(Company Secretary & Compliance Officer)

Annexure A

Disclosure under Reg. 30 read with clause 5A of Para A of Part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”)

Sl.No.	Particulars	Details
1.	<p>If the listed entity is a party to the agreement:</p> <p>(i) details of the counterparties (including name and relationship with the listed entity)</p>	<p>The Company is party to the Agreement.</p> <p>Following are the other parties to the Agreement:</p> <ol style="list-style-type: none"> BCP Asia II Topco II Pte. Ltd., Promoter of the Company. Kalpak Shah, Velotio OCRPS holder and CEO and Whole-time director of Velotio Chirag Jog, Velotio OCRPS holder and CTO and Whole-time director of Velotio Madhur Nawandar, Velotio OCRPS holder Pranav Kulkarni, Velotio OCRPS holder Samata Shah, Velotio OCRPS holder Hemant Jog, Velotio OCRPS holder <p>The parties do not have any other relationship with the Company, other than as specified above.</p>
2.	<p>If listed entity is not a party to the agreement,</p> <ol style="list-style-type: none"> name of the party entering into such an agreement and the relationship with the listed entity; details of the counterparties to the agreement (including name and relationship with the listed entity); date of entering into the agreement. 	<p>Not Applicable. The Company is a party to the Agreement.</p>
3.	<p>Purpose of entering into the agreement.</p>	<p>The Agreement is being signed to set out, <i>inter alia</i>, the number of RSIL OCRPS to be allotted to the Velotio OCRPS holders in lieu of the Velotio OCRPS upon the Scheme coming into effect (as per the swap ratio set out in the Scheme).</p>

4.	Shareholding, if any, in the entity with whom the agreement is executed.	BCP Asia holds 51.90% (fifty one point nine zero percent) of the share capital of R Systems. R Systems holds 100% (hundred percent) of the equity share capital of Velotio and Velotio OCRPS holders hold 100% (hundred percent) of the Velotio OCRPS.
5.	Significant terms of the agreement (in brief).	<ol style="list-style-type: none"> 1. On and from the Effective Date (<i>as defined under the Scheme</i>), the Velotio OCRPS holders shall hold the RSIL OCRPS (as per the swap ratio set out in the Scheme) and shall be entitled to all the rights attached thereto in accordance with the provisions of the Agreement. 2. In the event the merger of Velotio and Scaleworx into the Company is not effectuated as per the Scheme on or before the expiry of 28 (twenty-eight) months from the Closing Date (<i>as defined in the Agreement</i>), or the Scheme is withdrawn for any reason, then the Agreement shall automatically stand terminated without any further action required by any Party and the Velotio OCRPS will continue to be governed by the existing shareholder agreement in respect of Velotio. 3. At the end of the term of the RSIL OCRPS (as set out in Annexure 1 of the Scheme), the RSIL OCRPS shall be converted into equity shares of the Company subject to the terms of the RSIL OCRPS (as set out in Annexure 1 of the Scheme).
6.	Extent and the nature of impact on management or control of the listed entity.	The Agreement will have no impact on the management or control of the Company.
7.	Details and quantification of the restriction or liability imposed upon the listed entity.	There is no restriction or liability imposed upon the Company under the Agreement, except that R Systems will be required to issue the RSIL OCRPS to the Velotio OCRPS holders on the effective date of the Scheme. The RSIL OCRPS shall be converted into equity shares of R Systems upon completion of the term of the RSIL OCRPS (as set out in Annexure 1 of the Scheme) subject to the terms of the RSIL OCRPS (as set out in Annexure 1 of the Scheme).
8.	Whether, the said parties are related to promoter/promoter group/ group	BCP Asia is the holding company of R Systems.

	companies in any manner. If yes, nature of relationship.	<p>Except Hemant Jog and Samata Shah, all OCRPS holders are employees of Velotio.</p> <p>The parties to the Agreement are not related to promoter/promoter group/ group companies in any manner except as specified above.</p>
9.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”.	Yes, the said transaction is a related party transaction and will be undertaken under the purview of Section 230-232 of the Companies Act, 2013 read with rules made thereunder.
10.	In case of issuance of shares to the parties, details of issue price, class of shares issued.	<p>Upon the Scheme coming into effect, the Velotio OCRPS holders shall be allotted RSIL OCRPS in lieu of the Velotio OCRPS as per the swap ratio set out in the Scheme.</p> <p>At the end of the term of the RSIL OCRPS (as set out in Annexure 1 of the Scheme), the RSIL OCRPS shall convert into equity shares of R Systems subject to the terms of the RSIL OCRPS (as set out in Annexure 1 of the Scheme).</p>
11.	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.	Nil
12.	in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s).	Not Applicable