



**Date: August 01, 2025**

To,  
The Members of Audit Committee,  
**LOGICA INFOWAY LIMITED**  
[Formerly; Eastern Logica Infoway Limited]  
2 Saklat Place, 1<sup>st</sup> Floor,  
Kolkata, WB - 700072

Sub: **Shorter Notice AC/03/2025-2026 of the Audit Committee.**

Dear Members,

**SHORTER NOTICE** is hereby given that 3<sup>rd</sup> Meeting of the Audit Committee of **LOGICA INFOWAY LIMITED** for the financial year 2025-26 is proposed to be held as per the following:

Day and Date: Saturday, August 02, 2025

Time: 1:00 P.M.

Venue: 2, Saklat Place, 1<sup>st</sup> Floor, Kolkata, WB – 700072.

Agenda for the Meeting is attached herewith for your reference as Annexure I.

If any Member of Audit Committee is unable to attend the ensuing meeting, he may inform the Company Secretary before the date of the meeting by sending the signed leave of absence application.

*The meeting has been called at shorter notice considering the urgency of the matter as the Company is required to urgently consider and approve the renewal and enhancement of the Working Capital Facility and renewal of Credit Finance Facility from ICICI Bank, which is time-sensitive and critical to ensuring uninterrupted financial operations and liquidity for ongoing business activities. As the bank has set specific internal timelines for processing and documentation, any delay in approval may adversely impact the Company's working capital requirements. Hence, the meeting is being convened at shorter notice to enable timely compliance and execution.*

Kindly make it convenient to attend the Meeting.

With best regards

For **LOGICA INFOWAY LIMITED**  
[Formerly; Eastern Logica Infoway Limited]

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**Priyanka Gera**  
**Company Secretary & Compliance Officer**  
**Mem No. – A63809**

Date: August 01, 2025

**Annexure -1**  
**AGENDA**

Agenda is hereby given that the meeting of the Audit Committee will be held on Saturday, August 02, 2025 at its Registered Office at 2, Saklat Place, 1<sup>st</sup> Floor, Kolkata - 700072 at 1:00 P.M.

Below is the agenda for your perusal:

Sl. No.	ITEMS OF BUSINESS FOR CONSIDERATION
1.	To appoint the Chairman of the meeting in case Mr. Dinesh Arya (Chairman) is not present.
2.	To grant leave of absence, if any.
3.	To read and confirm the minutes of the previous meeting dated 30 <sup>th</sup> May, 2025.
4.	To review the action taken report on the basis of the decisions of the previous audit committee meeting.
5.	To approve the renewal and enhancement of existing Working Capital Facility from INR 320 million to INR 400 million, availed from ICICI Bank - CAL - 410161284977
6.	To approve the renewal of Credit Finance Facility from ICICI Bank for INR 120 million in aggregate for 4 Dealers - CAL -116772097157
7.	To consider any other business with the approval of the Chair.

For and on behalf of

**Logica Infoway Limited**

**[Formerly; Eastern Logica Infoway Limited]**

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**Priyanka Gera**

**Company Secretary & Compliance Officer**

**Mem No. – A63809**

**Cc:**

1. Mr. Dinesh Arya –(Member) Independent Director
2. Mr. Nil Kamal Samanta – (Member) Independent Director
3. Mr. Gaurav Goel – (Member) Managing Director

**In attendance:**

4. Mr. Deepak Kumar Jha - Chief Financial Officer
5. Ms. Priyanka Gera - Company Secretary & Compliance Officer

**Annexure – II**  
**NOTES TO AGENDA**

**1. TO APPOINT THE CHAIRMAN OF THE MEETING IN CASE MR. DINESH ARYA (CHAIRMAN) IS NOT PRESENT.**

To elect the Chairman/Chairperson of the meeting.

**2. TO GRANT LEAVE OF ABSENCE, IF ANY.**

The Committee is requested to grant Leave of Absence to the absentee Director(s), if any from attending the meeting of the Committee.

**3. TO READ AND CONFIRM THE MINUTES OF THE PREVIOUS MEETING DATED 30<sup>TH</sup> MAY, 2025.**

To confirm and sign the minutes of the 02/2024-25 of Audit Committee.

**4. TO REVIEW THE ACTION TAKEN REPORT ON THE BASIS OF THE DECISIONS OF THE PREVIOUS AUDIT COMMITTEE MEETING.**

The Audit Committee will review the Action Taken Report (ATR) prepared by the management, outlining the status and implementation of decisions/recommendations made in the previous Audit Committee Meeting.

**5. TO APPROVE THE RENEWAL AND ENHANCEMENT OF EXISTING WORKING CAPITAL FACILITY FROM INR 320 MILLION TO INR 400 MILLION, AVAILED FROM ICICI BANK - CAL - 410161284977**

To consider and approve the renewal and enhancement of the existing Working Capital Facility availed from ICICI Bank, vide **Sanction Letter Number CAL – 410161284977** (as attached), from INR 320 million to INR 400 million, along with authorization to execute necessary documents and take related actions in this regard.

Following is the draft of the resolution for the perusal of the Committee:

**“RESOLVED THAT**

1. The Company do avail following Facility (“the Facility”) from ICICI Bank Limited (“ICICI Bank”) on the terms and conditions set out in the Credit Arrangement Letter (“CAL”) **CAL410161284977 dated July 29, 2025** issued by ICICI Bank or any amendments, renewals or modification made thereto by ICICI Bank from time to time
  - Working Capital facilities aggregating upto Rs 400.0 million.
  - Derivative facilities aggregating upto Rs 20.0 million.
2. In case of exigencies, the Company may avail any temporary overdraft facility and/or temporary accommodation (“Temporary Facilities”), as may be sanctioned at the sole discretion of ICICI Bank and on terms and conditions as may be stipulated by ICICI Bank;

The Facility and Temporary Facilities shall, hereinafter, be collectively referred to as “Facilities”.

**3. Mr. Gaurav Goel, Managing Director of the Company and Mrs. Shweta Goel, Whole time Director** of the Company be and are hereby authorized severally to -

- i. convey acceptance of the CAL / LoS / LoI to ICICI Bank;
- ii. appoint Security Trustee, if so required by ICICI Bank;
- iii. negotiate, finalise, settle and approve the draft documents governing the Facilities and security there for in a form acceptable to ICICI Bank;
- iv. request such person(s) indicated in the CAL / LoS / LoI or as stipulated by ICICI Bank to provide security for the Facilities as stipulated; (*retain in case of Third Party Security*);
- v. seek, from time to time, alteration in the components of the Facilities within the overall aggregate;
- vi. seek and avail extension / renewal of the Facilities, from time to time, on such terms and conditions as may be settled with ICICI Bank.

**4. Mr. Gaurav Goel, Managing Director of the Company and Mrs. Shweta Goel, Whole time Director** of the Company be and are hereby authorized severally to -

- (i) complete all statutory, regulatory and other formalities for availing / extending / renewing the Facilities and providing the security there for in the manner stipulated by ICICI Bank;
- (ii) execute fair engrossments of approved documents including security documents in the manner required by ICICI Bank, including in favour of Security Trustee;
- (iii) procure and furnish security for the Facilities in the manner required by ICICI Bank;
- (iv) accept amendment(s) to any of the executed documents as may be suggested by ICICI Bank from time to time and execute all such documents to give effect to the amendment;
- (v) execute / furnish / authenticate / certify / collect / acknowledge / submit all deeds, documents, undertakings, declarations, letters, applications, statements, outstanding dues, acknowledgement of debt, etc. in respect of the Facilities as may be required by ICICI Bank from time to time;

**5. Mr. Gaurav Goel, Managing Director of the Company and Mrs. Shweta Goel, Whole time Director** be severally authorised to do such acts, deeds and things for completing all statutory, regulatory and other formalities post documentation and security creation, as may be required from time to time, within the time limit stipulated under law or by ICICI Bank;

**6. Copies of the foregoing resolutions, certified to be true by the Chairman/Managing Director/Company Secretary of the Company, be furnished to ICICI Bank / the Security Trustees and they be requested to act thereon."**

**6. APPROVAL FOR RENEWAL OF CREDIT FINANCE FACILITY FROM ICICI BANK FOR INR 120 MILLION IN AGGREGATE FOR 4 DEALERS - CAL -116772097157**

The Committee was informed that the **Board of Directors**, at its meeting held on **April 30, 2025**, had approved the renewal of the Credit Finance Facility aggregating to **INR 120 million** from **ICICI Bank**, to be availed through the following four Channel Finance Dealers associated with the Company:

- i. Redington India Limited
- ii. Savex Technologies Private Limited
- iii. Rashi Peripherals Limited

iv. Ingram Micro India Private Limited

The said facility was renewed by ICICI Bank for a period of six months, valid up to **September 28, 2025**, as per the terms set out in the **sanction letter dated April 5, 2025**. The facility is secured by a **Corporate Guarantee** provided by **Himadri Dealcom Private Limited**.

To ensure continued operational efficiency and avoid any disruption in dealer financing, the Company has proactively initiated the process for **renewing the facility further up to July 15, 2026**, vide **Sanction Letter Number CAL116772097157, dated July 29, 2025** (as attached), considering the time required for bank processing and documentation.

*The Committee noted that the Board had earlier delegated the authority to the Audit Committee to review, approve, and renew borrowing and credit arrangements with banks and financial institutions, in accordance with applicable provisions of the **Companies Act, 2013** and the **Company's internal policies**.*

It was further clarified that the proposed renewal remains within the overall borrowing limits of **INR 500 Crore**, as approved by the shareholders in the **Extraordinary General Meeting held on August 31, 2022**, and does not require separate shareholder approval since it relates to the extension of an existing facility.

*Following are the drafts of the resolution for the perusal of the Committee:*

**A. WITH CHANNEL FINANCE DEALER FINANCE - REDINGTON INDIA LIMITED - INR 50 MILLION**

The Chairman informed the Board that arrangements have been made with ICICI Bank Limited ("ICICI Bank") for financial assistance for meeting payment requirements of the Company to **Redington India Limited** (the "Corporate") for the **IT Hardware** (the "Products") supplied by the Corporate to the Company and that ICICI Bank has vide its **Credit Arrangement Letter No. CAL116772097157, dated July 29, 2025** agreed in principle, to offer to the Company Overdraft facility (the "OD Facility") upto sums in the aggregate not exceeding overall limits of **INR 50.00 million** (the "Overdraft Limits") at any one time, **upto July 15, 2026** as per the Credit Arrangement Letter.

**"RESOLVED THAT:**

1. The Company do accept the offer of ICICI Bank to provide to the Company Overdraft facility (the "OD Facility") upto sums in the aggregate not exceeding overall limits of **INR 50.00 million** (the "Overdraft Limits") at any one time during the validity period specified in the Letter. The Company and the authorized signatories of the Company shall be jointly and severally liable to ICICI Bank.
2. The Company do avail the OD Facility Company on the terms and conditions contained in the Letter (copy whereof duly signed by the Chairman of the Board for the purpose of identification has been circulated to the Board / placed on the table at the meeting) and make drawings thereunder from time to time as may be allowed by ICICI Bank.
3. **Mr. Gaurav Goel**, Managing Director of the Company and **Mrs. Shweta Goel**, Whole time Director of the Company, be and are hereby authorised severally to convey to ICICI Bank acceptance on behalf of the Company of the said offer for the OD Facility on the terms and conditions contained in the Letter and agree to such changes and modifications in the said terms and conditions as may be suggested by ICICI Bank from time to time and to execute such documents and other writings as may be necessary or required for this purpose.

4. **Mr. Gaurav Goel**, Managing Director of the Company **and Mrs. Shweta Goel**, Whole time Director of the Company be and are hereby severally authorised to execute all agreements, deeds, documents, undertakings and other writings as may be necessary or required for the purposes aforesaid, and to accept and execute any amendments or modifications to any agreements, deed, documents, undertakings and other writings, including acknowledgment of debt/balance confirmation(s) and/or any renewal documents, as and when necessary.
5. **Mr. Gaurav Goel**, Managing Director of the Company **and Mrs. Shweta Goel**, Whole time Director of the Company be and are hereby authorized severally to sign / execute application form and such documents and other papers which may be required for availing of the Facility.
6. **Mr. Gaurav Goel**, Managing Director of the Company **and Mrs. Shweta Goel**, Whole time Director of the Company be and are hereby severally authorised to accept amendments to the accepted Letter and other document(s) as and when they become necessary as also to sign / execute such documents and other papers which may be required for availing of the Facility.
7. Copies of the aforesaid resolutions certified by the **Company Secretary** to be furnished to ICICI Bank and they be requested to act thereon."

**B. WITH CHANNEL FINANCE DEALER FINANCE 1 - SAVEX TECHNOLOGIES PRIVATE LIMITED - INR 30 MILLION**

The Chairman informed the Board that arrangements have been made with ICICI Bank Limited ("ICICI Bank") for financial assistance for meeting payment requirements of the Company to Savex Technologies Private Limited (the "Corporate") for the IT Hardware (the "Products") supplied by the Corporate to the Company and that ICICI Bank has vide its **Credit Arrangement Letter No. CAL116772097157, dated July 29, 2025** agreed in principle, to offer to the Company Overdraft facility (the "OD Facility") upto sums in the aggregate not exceeding overall limits of **INR 30.00 million** (the "Overdraft Limits") at any one time, **upto July 15, 2026** as per the Credit Arrangement Letter.

**"RESOLVED THAT:**

1. The Company do accept the offer of ICICI Bank to provide to the Company Overdraft facility (the "OD Facility") upto sums in the aggregate not exceeding overall limits of **INR 30.00 million** (the "Overdraft Limits") at any one time during the validity period specified in the Letter. The Company and the authorized signatories of the Company shall be jointly and severally liable to ICICI Bank.
2. The Company do avail the OD Facility Company on the terms and conditions contained in the Letter (copy whereof duly signed by the Chairman of the Board for the purpose of identification has been circulated to the Board / placed on the table at the meeting) and make drawings thereunder from time to time as may be allowed by ICICI Bank.
3. **Mr. Gaurav Goel**, Managing Director of the Company **and Mrs. Shweta Goel**, Whole time Director of the Company, be and are hereby authorised severally to convey to ICICI Bank acceptance on behalf of the Company of the said offer for the OD Facility on the terms and conditions contained in the Letter and agree to such changes and modifications in the said terms and conditions as may be suggested by ICICI Bank from time to time and to execute such documents and other writings as may be necessary or required for this purpose.
4. **Mr. Gaurav Goel**, Managing Director of the Company **and Mrs. Shweta Goel**, Whole time Director of the Company be and are hereby severally authorised to execute all agreements,



deeds, documents, undertakings and other writings as may be necessary or required for the purposes aforesaid, and to accept and execute any amendments or modifications to any agreements, deed, documents, undertakings and other writings, including acknowledgment of debt/balance confirmation(s) and/or any renewal documents, as and when necessary.

5. **Mr. Gaurav Goel**, Managing Director of the Company **and Mrs. Shweta Goel**, Whole time Director of the Company be and are hereby authorized severally to sign / execute application form and such documents and other papers which may be required for availing of the Facility.
6. **Mr. Gaurav Goel**, Managing Director of the Company **and Mrs. Shweta Goel**, Whole time Director of the Company be and are hereby severally authorised to accept amendments to the accepted Letter and other document(s) as and when they become necessary as also to sign / execute such documents and other papers which may be required for availing of the Facility.
7. Copies of the aforesaid resolutions certified by the **Company Secretary** to be furnished to ICICI Bank and they be requested to act thereon."

**C. WITH CHANNEL FINANCE DEALER FINANCE 2 - RASHI PERIPHERALS LIMITED - INR 20 MILLION**

The Chairman informed the Board that arrangements have been made with ICICI Bank Limited ("ICICI Bank") for financial assistance for meeting payment requirements of the Company to **Rashi Peripherals Limited** (the "Corporate") for the IT Hardware (the "Products") supplied by the Corporate to the Company and that ICICI Bank has vide its **Credit Arrangement Letter No. CAL116772097157, dated July 29, 2025** agreed in principle, to offer to the Company Overdraft facility (the "OD Facility") upto sums in the aggregate not exceeding overall limits of **INR 20.00 million** (the "Overdraft Limits") at any one time, **upto July 15, 2026** as per the Credit Arrangement Letter.

**"RESOLVED THAT:**

1. The Company do accept the offer of ICICI Bank to provide to the Company Overdraft facility (the "OD Facility") upto sums in the aggregate not exceeding overall limits of **INR 20.00 million** (the "Overdraft Limits") at any one time during the validity period specified in the Letter. The Company and the authorized signatories of the Company shall be jointly and severally liable to ICICI Bank.
2. The Company do avail the OD Facility Company on the terms and conditions contained in the Letter (copy whereof duly signed by the Chairman of the Board for the purpose of identification has been circulated to the Board / placed on the table at the meeting) and make drawings thereunder from time to time as may be allowed by ICICI Bank.
3. **Mr. Gaurav Goel**, Managing Director of the Company **and Mrs. Shweta Goel**, Whole time Director of the Company, be and are hereby authorised severally to convey to ICICI Bank acceptance on behalf of the Company of the said offer for the OD Facility on the terms and conditions contained in the Letter and agree to such changes and modifications in the said terms and conditions as may be suggested by ICICI Bank from time to time and to execute such documents and other writings as may be necessary or required for this purpose.
4. **Mr. Gaurav Goel**, Managing Director of the Company **and Mrs. Shweta Goel**, Whole time Director of the Company be and are hereby severally authorised to execute all agreements, deeds, documents, undertakings and other writings as may be necessary or required for the purposes aforesaid, and to accept and execute any amendments or modifications to any agreements, deed, documents, undertakings and other writings, including acknowledgment of

debt/balance confirmation(s) and/or any renewal documents, as and when necessary.

5. **Mr. Gaurav Goel**, Managing Director of the Company **and Mrs. Shweta Goel**, Whole time Director of the Company be and are hereby authorized severally to sign / execute application form and such documents and other papers which may be required for availing of the Facility.
6. **Mr. Gaurav Goel**, Managing Director of the Company **and Mrs. Shweta Goel**, Whole time Director of the Company be and are hereby severally authorised to accept amendments to the accepted Letter and other document(s) as and when they become necessary as also to sign / execute such documents and other papers which may be required for availing of the Facility.
7. Copies of the aforesaid resolutions certified by the **Company Secretary** to be furnished to ICICI Bank and they be requested to act thereon."

**D. WITH CHANNEL FINANCE DEALER FINANCE 3 - INGRAM MICRO INDIA PRIVATE LIMITED - INR 20 MILLION**

The Chairman informed the Board that arrangements have been made with ICICI Bank Limited ("ICICI Bank") for financial assistance for meeting payment requirements of the Company to **Ingram Micro India Private Limited** (the "Corporate") for the IT Hardware (the "Products") supplied by the Corporate to the Company and that ICICI Bank has vide its **Credit Arrangement Letter No. CAL116772097157, dated July 29, 2025** agreed in principle, to offer to the Company Overdraft facility (the "OD Facility") upto sums in the aggregate not exceeding overall limits of **INR 20.00 million** (the "Overdraft Limits") at any one time, **upto July 15, 2026** as per the Credit Arrangement Letter.

**"RESOLVED THAT:**

1. The Company do accept the offer of ICICI Bank to provide to the Company Overdraft facility (the "OD Facility") upto sums in the aggregate not exceeding overall limits of **INR 20.00 million** (the "Overdraft Limits") at any one time during the validity period specified in the Letter. The Company and the authorized signatories of the Company shall be jointly and severally liable to ICICI Bank.
2. The Company do avail the OD Facility Company on the terms and conditions contained in the Letter (copy whereof duly signed by the Chairman of the Board for the purpose of identification has been circulated to the Board / placed on the table at the meeting) and make drawings thereunder from time to time as may be allowed by ICICI Bank.
3. **Mr. Gaurav Goel**, Managing Director of the Company **and Mrs. Shweta Goel**, Whole time Director of the Company, be and are hereby authorised severally to convey to ICICI Bank acceptance on behalf of the Company of the said offer for the OD Facility on the terms and conditions contained in the Letter and agree to such changes and modifications in the said terms and conditions as may be suggested by ICICI Bank from time to time and to execute such documents and other writings as may be necessary or required for this purpose.
4. **Mr. Gaurav Goel**, Managing Director of the Company **and Mrs. Shweta Goel**, Whole time Director of the Company be and are hereby severally authorised to execute all agreements, deeds, documents, undertakings and other writings as may be necessary or required for the purposes aforesaid, and to accept and execute any amendments or modifications to any agreements, deed, documents, undertakings and other writings, including acknowledgment of debt/balance confirmation(s) and/or any renewal documents, as and when necessary.
5. **Mr. Gaurav Goel**, Managing Director of the Company **and Mrs. Shweta Goel**, Whole time





Director of the Company be and are hereby authorized severally to sign / execute application form and such documents and other papers which may be required for availing of the Facility.

6. **Mr. Gaurav Goel**, Managing Director of the Company **and Mrs. Shweta Goel**, Whole time Director of the Company be and are hereby severally authorised to accept amendments to the accepted Letter and other document(s) as and when they become necessary as also to sign / execute such documents and other papers which may be required for availing of the Facility.
7. Copies of the aforesaid resolutions certified by the **Company Secretary** to be furnished to ICICI Bank and they be requested to act thereon.”

7. **TO CONSIDER ANY OTHER BUSINESS WITH THE APPROVAL OF THE CHAIR**

The Committee may discuss any other item apart from notified items of business with the permission of the Chair.