Nishith Desai Associates
LEGAL AND TAX COUNSELING WORLDWIDE

MUMBAI SILICON VALLEY BENGALURU SINGAPORE NEW DELHI NEW YORK GIFT CITY

Research

Structuring Platform Investments in India For Foreign Investors

Legal, Regulatory and Tax Considerations

March 2025

© Nishith Desai Associates 2025

Research

Structuring Platform Investments in India For Foreign Investors

Legal, Regulatory and Tax Considerations

March 2025

DMS Code: 117907.2

© Nishith Desai Associates 2025

Ranked as the 'Most Innovative Indian Law Firm' in the prestigious FT Innovative Lawyers Asia Pacific Awards for multiple years. Also ranked amongst the 'Most Innovative Asia Pacific Law Firm' in these elite Financial Times Innovation rankings.

© Nishith Desai Associates 2025

Disclaimer

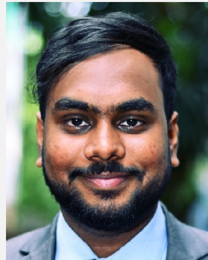
This report is a copyright of Nishith Desai Associates. No reader should act on the basis of any statement contained herein without seeking professional advice. The authors and the firm expressly disclaim all and any liability to any person who has read this report, or otherwise, in respect of anything, and of consequences of anything done, or omitted to be done by any such person in reliance upon the contents of this report.

Contact

For any help or assistance please email us on **concierge@nishithdesai.com**
or visit us at **www.nishithdesai.com**.

Key Contacts

Nishchal Joshipura
nishchal.joshipura@nishithdesai.com



Anurag Shah
anurag.shah@nishithdesai.com

Parina Muchhala
parina.muchhala@nishithdesai.com

Palomita Sharma
palomita.sharma@nishithdesai.com

Contents

Introduction 1

A. Why Structure your Transaction through a Platform? 1

B. Types of Platform Structures 2

C. Where should your Platform be located? 4

D. Governance of a Platform and its Assets 5

E. Exit Structures available in case of Investment through a Platform 6

F. Considerations in case the underlying Target is a Company listed in India 8

G. Anti-trust related considerations when Investing through a Platform Entity into India 10

H. Notification Analysis for a Transaction Involving a Platform Entity 12

I. Tax considerations in case of Platform deals 14

© Nishith Desai Associates 2025

Introduction

We've all heard the phrase – "Together Everyone Achieves More (TEAM)". The world of private equity (**"PE"**) investments has also adapted the wisdom of this adage to create an innovative structure for investments, collaboratively through "platforms" run by two or more institutional investors together. Investments into "platforms" have become a very common model for foreign investment into India. In the context of India deals, a transaction involving a platform entity involves two or more investors pooling their investments together into a special purpose vehicle (the **"Platform"**), and such Platform subsequently undertaking investments into an Indian target or multiple Indian targets (**"Target"**). Structuring transactions through Platforms have recently attracted the attention of multiple foreign investors, all thanks to the advantages that this structure provides at the time of investment, flexibility for future investments and fund raise, etc.

In this paper, we talk about Platform entities and what deal team members should evaluate while structuring transactions through these entities. Whether it's platform heels or Platform deals, the "heights" achieved are similar!

A. Why Structure your Transaction through a Platform?

First things first, why would investors wish to structure transactions through a Platform, if it involves the risk of dependence on an external investor who may have different exit, funding and profit priorities? Well, teamwork definitely has its benefits – and there are multiple long-term and economic benefits for investors structuring transactions through a Platform, such as:

i. **Long term partnership with another investor / party leading to alignment of reputation and synergies:** "Alone we can do so little; together we can do so much", a quote by American author and activist Helen Keller aptly summarizes the synergetic benefits of Platforms. When two investors come together to invest through a Platform, they combine their reputation, sectoral expertise and financial bandwidth with a joint long-term plan to scale operations through the Platform together. This also involves splitting costs, risks and opportunities relating to the investment together. Conversely, in case an investor individually invests in each Target and requires another investor to fund such acquisitions, the investor would be required to find a new partner every new investment and also for any future investments. Platforms are desired investors for Indian portfolio companies as well, given that they are able to attract the attention of two renowned institutional investors through the Platform's investment and also ensure increased and continued capital access for the portfolio company.

ii. **Ease of onboarding a new partner without impacting underlying asset:** As we will see below, investment through a Platform eases the process of onboarding a new member into the Platform to support the financial requirements of an existing portfolio company or for acquiring new assets. The entry of the new investor would not impact the shareholding pattern of the portfolio companies, as such incoming investor will invest in and be granted rights directly at the Platform level. This accords greater flexibility at the time of onboarding, specifically when the investors are looking to acquire multiple assets or invest in cash intensive sectors such as real estate. This structure also works well in sectors where there are change in direct shareholding restrictions at the assets (for example infrastructure sector wherein most of the concession agreements provide restrictions on the direct change in shareholding of the concessionaire). Additionally, Platforms also allow the ease of onboarding limited partners, where such partners only make financial investment into the Platform and get protected by the existing investor protection mechanism available to the Platform vis-à-vis the portfolio entities.

iii. **Flexibility for structuring investments through different instruments:** Structuring transactions through Platforms provides significant flexibility in tailoring investment instruments to suit different investor preferences. For instance, one investor can be the sole equity holder in the Platform, while a new incoming investor can be issued preference shares or debt instruments. This allows the economics of the investment to be captured at the Platform level without altering the capitalization table of the underlying assets. Such structuring ensures that different investor rights, risk profiles, and return expectations are efficiently managed within the Platform, enhancing investment adaptability and strategic control.

iv. **Flexibility to have diversified portfolios:** A Platform structure also provides flexibility for diversified portfolios and the option to acquire multiple targets. The Platform can raise capital from the existing members or from a new member and use such proceeds to acquire more assets in the same sector or a completely different sector. The Platform can act as a single point of compliance and administration for each of the assets in the Portfolio. Additionally, with multiple investors investing through a Platform, the portfolio companies can also benefit from the synergies available with the existing portfolio companies of each of such investor.

v. **Tax benefits:** While most of the investments are structured around the tax treaty benefits available to the investors vis-à-vis the jurisdiction of the asset (which would in this case be an Indian portfolio company), Platform structures allow an investor to explore and avail tax treaty benefits vis-à-vis the jurisdiction in which the Platform is being set up. For example, in case an investor from Singapore wants to invest in a platform entity in Netherlands, which further makes investments into Indian assets, the Singapore investor would, in addition to the benefits that maybe available to it under the -Singapore-Netherlands Double Tax Avoidance Agreement (these agreements generally, the "DTAA"), also be able to avail benefits of the Netherlands-India DTAA However, in such scenarios, it is also relevant to consider the applicability of any domestic anti avoidance rules under the relevant jurisdictions, as well as the principal purposes test (and other limitation on benefits clauses) that may appear in the relevant tax treaties.

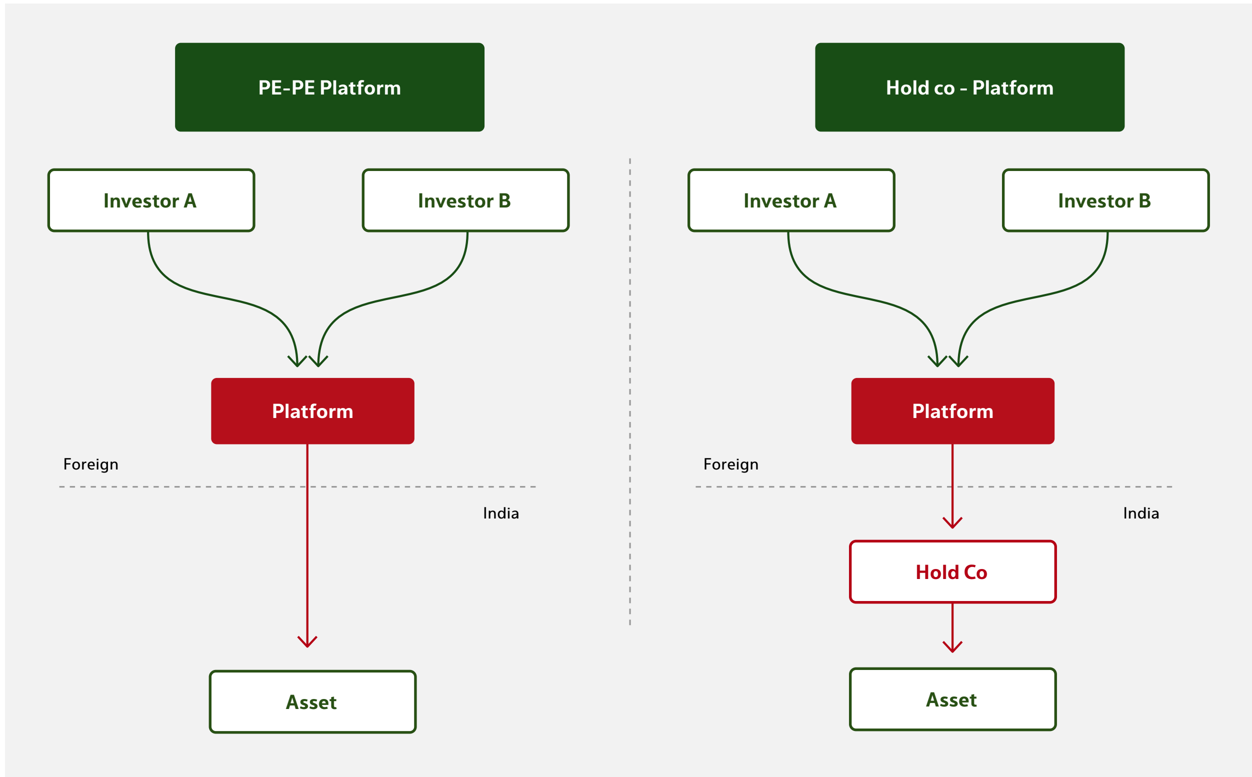
vi. **Larger ticket size of the investments:** When two or more investors invest through a Platform, the pooling of resources allows the Platform entities to target larger, more lucrative investment opportunities that they may not have been able to consider individually. Additionally, a Platform with more members can achieve scale that gives it better leverage in negotiations with the Target, its shareholders and to some extent even with market regulators.

B. Types of Platform Structures

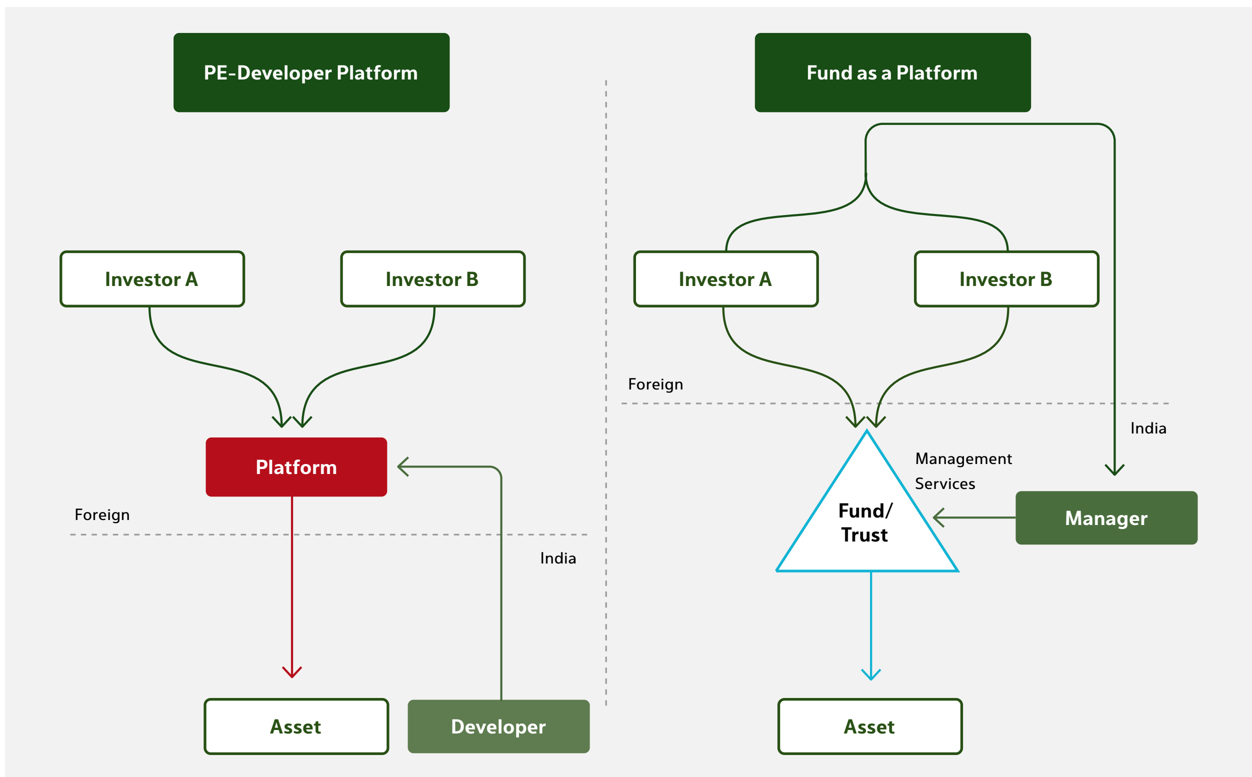
The preferred type of Platform structure depends on multiple factors, including: (i) the nature of the underlying asset, (ii) the flexibility to include either financial or strategic partners at a later stage, and (iii) structuring requirements of the jurisdiction in which the platform is being set up.

Let's look at a few common structures adopted by the market for India deals:

Different Platform Structures - I



Different Platform Structures - II



i. **PE – PE Platform Structure:** The most common structure used in the market by PE players includes an offshore Platform (in a preferable tax jurisdiction which has some nexus with either of the investors) which pools the funds from the investors, with such Platform entity in turn making investments into Indian assets. The benefits of this traditional PE – PE Platform structure include: (a) the ability to avail tax benefits from the "platform jurisdiction – asset jurisdiction" tax treaty and the "investor jurisdiction – platform jurisdiction" tax treaty, and (b) the ability to use the same platform for multiple asset acquisitions. In this structure, the inter-se rights amongst the investors are captured through a shareholders' agreement at the Platform level. The investors subsequently exercise their rights in the assets through the Platform.

ii. **Hold Co – Platform Structure:** In this case, the Platform indirectly holds the Indian assets through a holding company incorporated in India (as opposed to the direct holding in a PE – PE Structure). This structure is preferred if the investors intend to explore public listing at a later point in time, as the investors can opt to directly list the holding company on the Indian stock exchanges (given that the Indian Holding Company would capture the economics of all the assets acquired by the investors through the Platform entity indirectly and directly through the holding company).

iii. **PE – Developer Platform:** This structure is commonly used in real estate deals where, in addition to financial resources, another key resource is the development obligations which a developer will undertake. This structure especially works well for collaborations between developers and PE where they intend to acquire multiple real estate projects across different states in India. The ability of the Platform to bring in new financial investors without interfering with the assets is a key benefit which plays out in this structure. In such a structure the developers act as a general partner (taking over the operations and obligations with respect to the assets) and the investors act as limited partners (providing financial assistance).

iv. **Fund/Trust as a Platform:** In this structure, while the investors pool their funds in a platform which is set up as an Alternate Investment Fund (**"AIF"**)/Real Estate Investment Trust (REIT)/Infrastructure Investment Trust (InvIT), the inter-se rights between the investors are captured at the investment manager to such fund/trust. The investors also make a nominal investment into the investment manager along with rights such as board control. This allows the investors to have two separate Platforms – one for economic interest and one for the rights package. This would allow flexibility for the investors to bring additional financial investors or limited partners into the structure for further acquisitions without interfering with the rights of the original investors in the investment manager. One key consideration here is to manage the conflict of interest between the original investors and any new investors given the role of original investors as both unitholders of Fund/Trust and shareholders of the investment manager.

v. **Synthetic Platform:** In this structure, while the investment is made assuming an imaginary or synthetic Platform through which the investors are investing, however, there is no actual body corporate incorporated as a Platform. This is implemented through an inter-se agreement entered into by two or more investors where they pre-decide the type of assets they will be investing into along with inter-se rights of such investors vis-à-vis such assets. The investment by such investors is directly made into the relevant assets. This form of structure is common for transactions where the underlying asset is self-liquidating in nature and does need a corporate action in the form of strategic sale or listing to provide exit to the investors. An example of such an asset is real estate assets which are eventually going to be sold to the end consumers post development and proceeds of such sales will be distributed amongst the investors.

C. Where should your Platform be located?

Now that we know the types of structures available for Platform deals, the next question that naturally comes up is with respect to the intended jurisdiction of such Platform.

© Nishith Desai Associates 2025

The jurisdiction is another key factor to be taken into account while structuring a Platform deal, as it is inter-linked with the tax implications for such structures. While each jurisdiction will have benefits with respect to the compliances and tax benefits, more often than not these platform entities are set up out of a jurisdiction which suffices the following three tests: (a) the platform jurisdiction shall have a favorable tax treaty with India; (b) the investor jurisdiction (if the investor is not from the platform jurisdiction) shall have a favorable tax treaty with the platform jurisdiction; and (c) the investors shall have justifiable nexus to the platform jurisdiction (if the investors are not from the platform jurisdiction) to avoid any adverse implications under General Anti Avoidance Rules (GAAR) of India.

D. Governance of a Platform and its Assets

The agreement between the investors at the Platform level shall capture both: (i) inter-se rights amongst the investors with respect to the Platform, and (ii) rights of the Platform in the assets being acquired by the Platform. While negotiating the inter-se rights amongst the members of a Platform, the following rights shall be specifically paid attention to:

i. **Funding and cost-sharing arrangements:** The parties to the Platform typically agree upfront about the inter-se proportion for both: (i) types of investment to be undertaken, (ii) funding future projects or acquisitions / investments, and (iii) administrative cost of the acquisitions / investments by the Platform.

ii. **Board Seat at the Platform:** The parties often agree to a composition and quorum of the board at the Platform level, for governance and management of the platform. Additionally, the parties can also determine to the number of directors they would like the Platform to appoint at the asset level and the manner in which such determination will be undertaken for board seats at the asset level.

    The enforceability of this right would be difficult in case the assets held are listed entities, as the board composition of a listed entity is determined through a shareholder's resolution (which would mean that the other public shareholders would also have a vote as to whether the Platform can appoint directors to the company's board).

iii. **Pre-emptive right:** The parties shall agree to a pre-emptive right of both the investors to be able to subscribe to additional shares in case of the next financing round. Additionally, in case the parties agree to a mop-up right for pre-emptive (where in an event one shareholder does not exercise its pre-emptive right and therefore the entitlement is provided to the other shareholder who is exercising the pre-emptive right), then the parties must also consider the risk of the exercising shareholder gaining sole control of the Platform under the Indian securities laws and anti-trust laws.

iv. **Restriction on transfers:** Transfer restrictions with respect to the shares of the Platform held by the shareholders are also negotiated. The transfer restrictions can include different variations such as lock-in for the initial few years, right of first offer or right of first refusal, to ensure that the shareholders have control over new investors entering the Platform, tag along right to facilitate an exit for all the members of a Platform, etc. Additionally, the parties shall also agree to the corresponding mechanics of transfer of securities of the asset held by the Platform.

v. **Right to flip-down into the assets:** The parties also decide upfront whether they should retain the flexibility to move from the Platform to the asset level directly, in the event there are more favorable laws or a better structure available as compared to holding the assets through the Platform.

vi. **Voting at the asset level:** The parties shall also determine upfront how the Platform shall be voting at the asset level. This becomes very important in cases where the assets held by the Platform include listed entities. A very common way is to state that the voting by the Platform at the asset level shall be as per

© Nishith Desai Associates 2025 Provided upon request only

the instructions of the board of the Platform (which in essence means the shareholder of the Platform with board control also controls the voting by the Platform at the asset level).

vii. **Reserved Matters:** Just like rights related to the board, the parties need to decide upon two sets of reserved matters – (i) decisions to be taken at the Platform level, and (ii) the reserved matters available to the Platform in the assets held by it. The parties can also explore the option of linking the number of reserved matters available to a shareholder (both at the Platform level and the asset level) to the shareholding percentage of the shareholder at the Platform level. This would allow for an easy addition of new members to the Platform and the exit of the existing members.

viii. Independent acquisitions: The parties shall also agree whether any member of the Platform shall be allowed to acquire or invest (either through itself or through its affiliates) directly into the assets held by the Platforms.

ix. **No undertaking, guarantee or warranty in individual capacity:** One key thing that should be contractually captured at the Platform level is whether at any given point of time any member of the Platform would be required to provide any undertaking, guarantee or warranty to any lender or third-party in its individual capacity (for the benefit of the Platform). Specifically for lenders, in the case of Platform investments, lenders might require undertakings (such as non-disposal undertakings) from the majority member of the Platform.

x. **Confidentiality:** The parties often specifically agree to the confidentiality arrangement regarding the projects / assets held by the Platform and the passing of such confidential information to the members of the Platform. This requirement becomes even more important in cases where the assets held by the Platform are listed entity given that unpublished price sensitive information from the asset can be passed to the platform (as a shareholder) only as per SEBI (Prohibition of Insider Trading) Regulations, 2015.

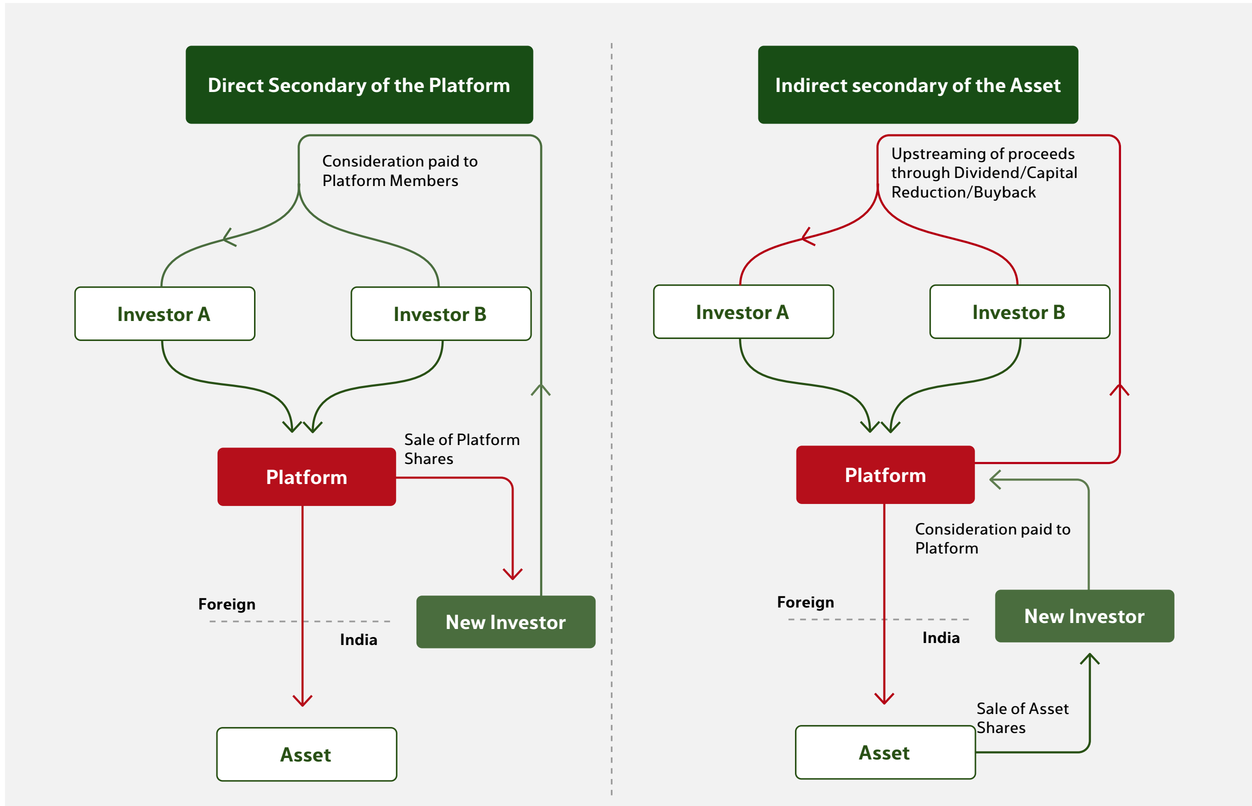
E. Exit Structures available in case of Investment through a Platform

i) **Sale of shares of the underlying asset and upstreaming** (**"Indirect Secondary"**) – One of the most common exit strategies adopted by Platform entities is the sale of the underlying asset held by the Platform and upstreaming the proceeds to the investors. This exit is more common where the underlying assets of the Platform are listed on public markets, given the increased liquid nature of listed securities. This exit can either be used for a full exit of the Platform entity from the underlying asset, or only to provide an exit to a specific investor at the Platform level (in which case, the sale of the underlying asset would be pro rata, or only to the extent required to provide an exit to such investor). The proceeds of an Indirect Secondary can be upstreamed to the shareholders of the Platform through methods such as dividend payouts, redemption of the securities held by the investor, or a capital reduction / buyback of the securities.

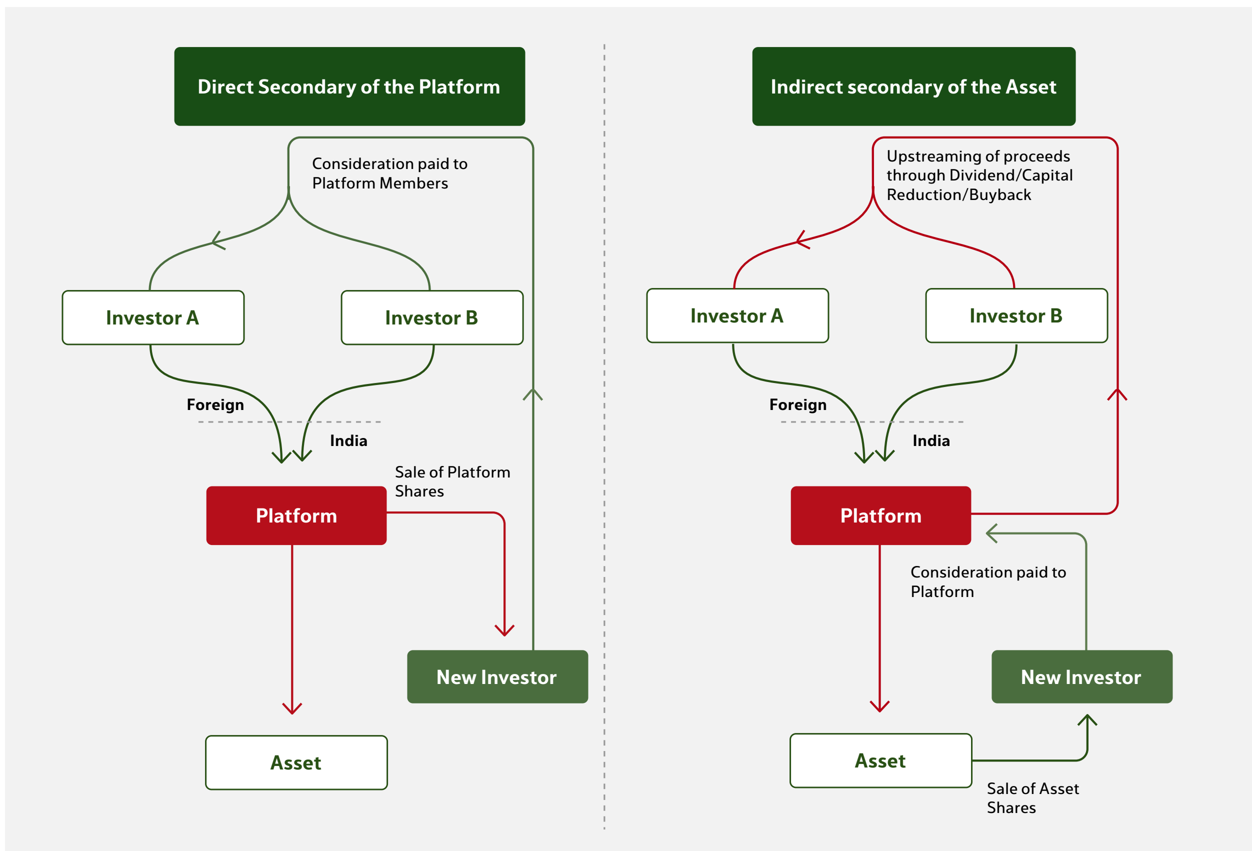
ii) **Sale of shares of Platform** (**"Direct Secondary"**) – Another common exit strategy adopted in Platforms deals is a direct sale of the shares of the Platform to a new investor or co-shareholder. One key benefit of this exit strategy is that there is no direct change in shareholding of the underlying assets.

iii) **Infusion of funds by one shareholder of the Platform to dilute the other shareholder ("Direct Primary")** – Another exit strategy is through the infusion of funds by one of the investors into the Platform, which has the resultant impact of diluting the shareholder that desires to exit. The Platform then uses the proceeds of such additional infusion to provide an exit to this investor. One key consideration for this exit strategy is that the laws of the home jurisdiction of the Platform should allow for utilization of investments for the purpose of declaring dividends, capital reduction, buyback or redemption of existing securities.

When Platform and Investors are in Foreign Jurisdiction



When Investors are in Foreign Jurisdiction and Platform is in India



F. Considerations in case the underlying Target is a Company listed in India

i) **Promoter/promoter group classification of the Platform Entity:**

In cases where the underlying asset of a Platform entity is either a listed company or a company looking to list on any of the Indian stock exchanges, one key consideration that arises is in relation to the Promoter and Promoter Group classification of the Platform entity under Indian capital market laws.

Promoter Classification: Under Indian laws, a company is classified as a promoter of a listed company if it meets the criteria outlined under Regulation 2 (1) (oo) of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 (**"ICDR"**). A promoter is generally defined as a person or entity who has been instrumental in the formation of the company or who holds significant control over its affairs.

Specifically, a company will be considered a promoter if it has been named as such in the prospectus or annual returns of the listed company, or if it exercises control directly or indirectly over the listed company, whether through shareholding, management influence, or other arrangements.

Further, any entity that is designated as a promoter through formal or informal agreements, regardless of its shareholding percentage, may also qualify as a promoter.

Additionally, SEBI's guidelines ensure that promoters are held accountable for disclosures and compliance obligations to protect investors and ensure transparency in the capital markets.

Given that in Platform structures, a Platform is in control of the underlying entities, a Platform would mostly likely be classified as a promoter by SEBI at the time of listing. Additionally, SEBI would also categorize any shareholder of the Platform, who through the Platform exercises control over the underlying entity (i.e. through reserved matter rights at the underlying entity or a board seat at the underlying asset exercisable through the Platform) as a promoter. Of lately, SEBI has also been classifying all entities as promoter which hold more than 25% of the equity shareholding of a company going public.

Implications of promoter classification: In the event either the Platform or the shareholders of the Platform are classified as the promoters of the listed entity, then they should be subject to the following key obligations as per the SEBI regime:

a. Civil liabilities for misstatement in prospectus as per Companies Act, 2013;

b. Liability under Companies Act, 2013 for non-compliance with procedures for private placements;

c. Minimum promoter contribution at the time of initial public offering by the entity as per ICDR;

d. Lock-in of specified securities held by a promoter in the entity post initial public offering as per ICDR;

e. Disclosures and declarations by promoters such as shareholding, financial arrangements etc. in prospectus as per ICDR;

f. Disclosure of creation of encumbrance by promoters on the shares of the listed company as per SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011 (**"Takeover Code"**);

g. Disclosure of invocation or release of encumbrance on the shares of listed company held by the promoters as per the Takeover Code;

h. Restriction from entering into compensation or profit-sharing agreements with shareholders or third parties without approval from board and shareholders as per SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (**"LODR"**);

© Nishith Desai Associates 2025

i. Disclosure to listed company of any agreement which (i) impacts the management; or (ii) impacts control of the listed company, or (iii) imposes any restriction or creates liability(ies) upon the listed company, and are not in the ordinary course of business of the listed company as per LODR; and

ii. SEBI has the power to freeze promoter securities in case of non-compliance with LODR.

Promoter Group Classification: As per ICDR, in cases where the promoter of a listed company is a body corporate, promoter group member includes any body corporate which holds 20% or more of the equity share capital of the promoter. In a Platform structure, where the Platform owns the entire shareholding of an entity which is looking to list on the Indian stock exchanges, in the event post listing of the underlying entity, the Platform is classified as a promoter of the listed entity, then any member of the Platform holding 20% or more of the Platform's equity share capital would be classified as a promoter group of the listed entity.

Implications of promoter group classification: In the event the shareholders of the Platform are classified as the promoters of the listed entity, then they should be subject to the following key obligations as per the SEBI regime:

a. Disclosures and declarations by promoter group member such as shareholding, financial arrangements etc. in prospectus as per ICDR;

b. Promoter group members would be considered as a deemed person acting in concert with the promoter of the listed company as per the Takeover Code;

c. Disclosure of creation of encumbrance by promoters on the shares of the listed company as per the Takeover Code;

d. Disclosure of invocation or release of encumbrance on the shares of listed company held by the promoters as per the Takeover Code;

e. Disclosure to listed company of any agreement which (i) impacts the management; or (ii) impacts control of the listed company, or (iii) imposes any restriction or creates liability(ies) upon the listed company, and are not in the ordinary course of business of the listed company as per LODR;

f. SEBI has the power to freeze promoter group securities (if any) in case of non-compliance with LODR.

ii) **Disclosure of the agreement with inter-se rights amongst members of Platform:** As per Regulation 30A of the LODR, all shareholders, promoters, promoter group entities, related parties, directors, key managerial personnel and employees of a listed entity or of its holding, subsidiary or associate company (**"Relevant Parties"**), who are parties to any agreement as specified in Clause 5A of Para A of Part A of Schedule III of the LODR (**"Item 5A"**), shall inform the listed entity about the agreements entered into by such party irrespective of whether the listed entity is a party to such an agreement or not, within a period of two working days from the date of entering into such agreement. As per Item 5A, all agreements entered into by Relevant Parties amongst themselves, or the listed entity or any third party, which either directly or indirectly or potentially, or whose purpose and effect is to, impact the management and control of the listed entity or to impose any restriction or create any liability upon the listed entity, shall be disclosed to the stock exchanges.

However, any agreement entered into by a listed company in the normal course of business shall not be required to be disclosed unless they, either directly or indirectly or potentially or whose purpose and effect is to impact the management or control of the listed entity. It is important to note that any agreement entered into by the (i) Platform with its shareholders, (ii) inter-se amongst the shareholders of Platform or (iii) between the Platform and the listed entity, which have provisions in relation to the governance or shareholding in the listed entity would squarely fall under the ambit of Item 5A and would be required to be disclosed to the stock exchanges.

Therefore, parties to a transaction shall note the fact that their inter-se arrangement would be disclosed to the public in case of a Platform structure where such Platform holds shares in a listed company.

iii) **Any special right to be approved by the majority of shareholders:** As per Regulation 31B of the LODR, any special right granted to any of the shareholders of a listed entity shall be subject to the approval by the shareholders of the listed company in a general meeting by way of a special resolution once every five years starting from the date of grant of such special right. Special rights for this provision would mean any right which is not available to an ordinary shareholder. In addition to this, in case a shareholder of an IPO-bound entity already holds certain special rights in that entity, all such special rights would fall at the time of listing, and in case any rights are allowed to be survived by SEBI, then such rights can only be exercised by such shareholders upon receiving a special approval from the shareholders of the entity post the IPO.

Therefore, in a Platform structure where an existing entity held by a Platform is IPO bound or the Platform is looking to acquire an already listed entity, the shareholders of the Platform and the Platform would only be able to exercise its right in such concerned entity upon obtaining a special resolution from the shareholders of such entity post listing and would be required to procure such special resolution every five years thereon.

iv) **Trigger of open offers during exit:** As mentioned above, the two modes of exits available to investors investing through Platform entities would include (a) sale of shares of the underlying entity by the Platform entity or (b) sale of shares of the Platform by the shareholders of the Platform. In both cases, if the underlying entity is a listed entity, then any change in control or acquisition of 25% or more equity shareholding of the listed entity (directly or indirectly through change in shareholding or control at the Platform level) would trigger an open offer under the Takeover Code for the party who is acquiring the control or 25% or more of the listed entity (directly or indirectly through the Platform).

Additionally, for the existing investments, where a Platform already holds more than 25% in a listed entity, any acquisition of more than 5% of the listed entity in any financial year (directly by the Platform or indirectly through the Platform) shall trigger open offer for the Platform or its shareholders (as may be the case).

G. Anti-trust related considerations when Investing through a Platform Entity into India

Under the Competition Act, 2002 (**"Competition Act"**), any acquisition of one or more enterprises by one or more persons or merger or amalgamation, which breaches the thresholds provided under the Competition Act, would be required to be notified to the Competition Commission of India (**"CCI"**) prior to the consummation of such transaction and pursuant to execution of transaction documents.

The thresholds that are currently applicable, have been set out in the table as follows (**"Notification Thresholds"**):

Thresholds for Filing Notice

		Assets		Turnover
Enterprise level (Acquirer + Target)	India	> INR 25 billion	OR	> INR 75 billion
	Worldwide with India leg	>USD 1.25 billion with at least INR 12.5 billion in India		>USD 3.75 billion with at least INR 37.5 billion in India
OR				
Group Level (Acquirer Group + Target)	India	> INR 100 billion	OR	>INR 300 billion
	Worldwide with India leg	> USD 5 billion with at least INR 12.5 billion in India		> USD 15 billion with at least INR 37.5 billion in India

That being said, the Competition (Minimum Value of Assets and Turnover) Rules, 2024, exempt combinations from mandatory prior notification to the CCI in case the consolidated assets or turnover of the Target entity is less than either of the following respective thresholds as per the latest audited financial statements of such Target: (i) assets of less than INR 450 crore (Indian Rupees Four Hundred and Fifty Crores) (approximately USD 54 million) in India; or (ii) turnover of less than INR 1,250 crore (Indian Rupees One Thousand Two Hundred and Fifty Crores) (approximately USD 149 million) in India (**"Deminimis Exemption"**).

In addition to the Notification Thresholds, the CCI vide Competition (Amendment) Act, 2023 read with the Competition Commission of India (Combination) Regulations, 2024 (**"Combination Regulations"**) introduced the Deal Value Threshold (**"DVT"**), which is another additional mechanism against which transactions are required to assess the requirement of mandatory notification to the CCI. As per DVT, any combination in which:

a. The "value of the transaction" (in connection with an acquisition of shares, voting rights, assets or control or a merger or amalgamation) being analyzed exceeds INR 2,000 crores; (**"Value Test"**) and

b. The enterprise being acquired, taken control of, merged or amalgamated has "substantial business operations" in India (**"Business Test"**)

(the Value Test and Business Test, collectively, the "**DVT Framework**"), would be notifiable to the CCI and such combination falling within the DVT Framework will not be able to avail Deminimis Exemption. Additionally, the Competition (Criteria for Exemptions of Combinations) Rules 2024 sets out general exemptions available to any combination which may be notifiable to the CCI either due to breach of the Notification Thresholds or on account of breach of the thresholds prescribed under the DVT Framework (**"General Exemptions"**).

In sum, any combination which either breaches the Notification Thresholds or falls within the DVT Framework would be required to be mandatorily notified to the CCI, unless such combination can either avail the Deminimis Exemption (only in case the notifiability is due to breach of Notification Thresholds) or the General Exemptions (in case the notifiability is due to breach of Notification Thresholds or breach of the thresholds prescribed under the DVT Framework).

H. Notification Analysis for a Transaction Involving a Platform Entity

a) **Inter-connected Transactions:** As per Regulation 9 (4) of the Combination Regulations, any combination where the ultimate intended effect of a business transaction is achieved by way of a series of steps or smaller individual transactions which are inter-connected, and where one or more of these steps may amount to a combination, a single notice covering all such transactions are to be notified to the CCI prior to consummation of the first step in such a transaction. Such transactions are referred to as inter-connected transactions. Undertaking any step of an inter-connected transactions without prior approval of CCI for the consolidated transaction would amount to "gun jumping" under the Competition Act and would attract penal provisions under Section 43A.

In cases of transactions which are structured through a Platform entity, it is important to assess the number of inter-connected transactions to avoid any gun-jumping risk. Additionally, as per the Combination Regulations, in cases of inter-connected transactions, even if one inter-connected step is notifiable while all other steps are exempted, prior approval of the CCI would be required for the entire transaction prior to undertaking any of the steps.

Therefore, parties should analyze the notifiability of each step in such transactions and such a transaction would only be exempted if all the inter-connected steps are exempted under the Competition Act.

In a general Platform structure, there are at least two inter-connected steps, which are as below:

a. investment into the Platform (**"Transaction 1"**); and

b. investment by the Platform into the Target entity (**"Transaction 2"**).

Given that the ultimate intended effect of both Transaction 1 and Transaction 2 is for the members of the Platform to invest into the underlying Target entity, Transaction 1 and Transaction 2 would be considered as inter-connected transactions.

It is also pertinent to note that the parties are also required to analyze whether there are any other steps which are in the nature of a combination (such as any further downstream investment or acquisition by the Target entity into any other entity), as these may also potentially be considered as inter-connected to Transaction 1 and Transaction 2.

Interestingly, CCI has in its jurisdictional practice has laid down precedents which hold that transactions occurring within a two-year look back period between the same parties / undertaking can be considered as interconnected to each other.[1] Therefore, it is very important for parties to such a transaction to assess whether, at the time of the investment, the Platform or its underlying entity is contemplating any acquisitions within a two-year period. In the event there are such acquisitions that are proposed to occur / are expected, the parties should take note of these as part of their merger control analysis and inform the CCI about these legs as part of the notice, to avoid any gun-jumping risks.

1 Order under Section 43A in respect of Piramal Enterprises and Shriram Transport Finance Company.

b) **General Notification analysis:** Once the parties have identified all the inter-connected steps to the current transaction, the next step would be to assess whether any of the inter-connected steps would be notifiable to the CCI. In the aforementioned example of a general Platform structure, the parties would be required to analyze whether the joint value of Transaction 1 and Transaction 2 breached the Value Test in the DVT Framework and if the Target in either of Transaction 1 (i.e., the Platform) or Transaction 2 (i.e., the underlying Target) satisfy the Business Test. In the event that the responses to both the above questions are in the affirmative, the entire transaction would trigger thresholds specified within the DVT Framework and the Deminimis Exemption would not be available to the combination. Given that the Deminimis Exemption is not available, the parties may have to explore whether both Transaction 1 and Transaction 2 are exempted under any of the General Exemptions. If not, then the entire transaction would become notifiable.

   In the event the entire transaction does not fall within the DVT Framework, then the parties should assess whether the Platform in Transaction 1 and the underlying Target in Transaction 2 breach the Notification Thresholds and can avail the Deminimis Exemption. Only if both the Platform entity and the underlying Target entity are able to avail the Deminimis Exemption will the entire transaction not be notifiable. If this is not the case, the parties may have to assess whether the General Exemptions are available for both the Transactions (for example, even a combination of a General Exemption for one transaction and a Deminimis Exemption for the other transaction can exempt the aggregated / inter-connected transaction from notification).

c) **General Exemptions:** As mentioned above, irrespective of whether a transaction is notifiable to the CCI due to being under the DVT Framework or breaching the Notification Thresholds, General Exemptions would be available to such deals.

   A few examples of the General Exemptions available to the parties depending upon the details of their transactions are as follows:

   i) Acquisition of shares / voting rights which correspond to less than 25% of the Target, where there is no: (A) acquisition of control, (B) right or ability to nominate a director or observer to the board of the Target, (C) right to access commercially sensitive information of the Target, and (D) horizontal, vertical or complementary overlap between the acquirer group (including affiliates) and the Target (or its downstream group and affiliates). In case if (D) is not met, 25% above shall be read as 10%.

   ii) Any incremental acquisition by an existing shareholder in a Target, where the total shareholding / voting of the shareholder remains under 25% and (A) there is no acquisition of control, (B) board or observer seats are not acquired for the first time, (C) there is no right to access commercially sensitive information of the Target. In case there is an overlap between the acquirer (or its group entities and their affiliates) and the Target (or its downstream group entities and their affiliates), any incremental shareholding or voting rights acquired by a single acquisition or a series of smaller inter-connected acquisitions shall be exempt if it does not exceed five per cent and such acquisition does not result in the shareholding / voting rights of acquirer group increasing from less than 10% to more than 10%.

   iii) Any incremental acquisition where the acquirer (or its group) holds (a) between 25% and up to 25% of the shareholding/voting of the Target or (b) 50% or more of the shareholding in the Target, unless such acquisition leads to a change in control of the Target.

   iv) Any acquisition of shares pursuant to a bonus issue or stock splits or consolidation of face value of shares or buy back of shares or subscription of rights issue shares, not leading to a change in control.

In a Platform structure, post the initial investment by the members into the Platform and by the Platform into the Target, one of the best available exemptions for further follow on investments by the same members into the underlying Target (through the Platform) would be a rights issue wherein no shareholder renounces their right of participation in the rights issue (which would therefore not lead to any change in control).

d) **Potential CCI notification for existing Platform structures:** Even in instances where existing platform structures or arrangements have previously availed exemptions from CCI, it is imperative to re-evaluate their compliance under the amended DVT Framework. Effective from September 10, 2024, any subsequent transaction / tranche that results in the aggregate commitment by such structures to a portfolio entity exceeding the thresholds prescribed under the DVT Framework could trigger mandatory notification requirements.

This holds true even if earlier transactions were exempt. The revised thresholds necessitate careful scrutiny of ongoing or future investments within Platform structures to ensure adherence to the updated notification regime.

Accordingly, parties must account for the cumulative impact of their investments to avoid potential non-compliance under the amended provisions of the Competition Act.

d) **Overlap analysis in case of Platform structures:** Under the Competition Act, overlap analysis for platform structures requires a comprehensive examination of the competitive relationships between the Platform entity, its affiliates, and the Target entity. The scope of such analysis is broad and must encompass all affiliates of the Platform and its members, in line with the statutory definition of "affiliates".

An affiliate under the Indian merger control regime includes entities under common control, directly or indirectly controlled by, or having substantial equity interest (generally understood to be 26% or more) held by or with the platform or its members. Additionally, entities influenced through contractual arrangements or board representation also fall within the ambit of this definition.

In the context of Platform structures, as mentioned above, this definition necessitates a detailed evaluation of the competitive landscape to assess overlaps across three dimensions: horizontal (same market), vertical (supply chain relationships), and complementary (synergistic market interdependencies). This involves mapping all business activities of affiliate entities, i.e., all the portfolio companies of the Platform, within the platform structure vis-à-vis the Target entity to identify potential market implications.

Even if the Platform's primary operations appear unrelated to the Target entity, affiliates' business activities may reveal significant overlaps, raising concerns about potential consolidation of market power or the foreclosure of competitors. The overlap analysis, therefore, extends beyond a transactional focus and requires evaluating the cumulative impact of the Platform structure on the relevant market.

I. Tax considerations in case of Platform deals

Tax considerations in the case of Platform deals are to be analyzed based on the below two factors:

a. jurisdiction of the Platform and investors of the Platform; and

b. the type of exit strategy being implemented.

*** Please note that all these considerations assume that the Platforms will be incorporated as a company.*

Please refer below to the table depicting the tax considerations to be borne in mind for Platform deals (based on the aforementioned factors) under the tax regimes of Singapore, Mauritius and Netherlands.

It is relevant to note that India's DTAAs with Netherlands and Singapore have incorporated the Principal Purposes Test (**"PPT"**).[2] This is a treaty anti-avoidance rule which allows the denial of treaty benefits, should it be proved that obtaining the benefit of the relevant DTAA was one of the principal purposes of any arrangement or transaction. The PPT has also been introduced to the India-Mauritius DTAA via a protocol amending the DTAA. However, this protocol is yet to be notified by the Indian government, and as such, is not yet in force. Therefore, any benefits that may be derived through the DTAA would remain subject to satisfying the requirements of the PPT.

Jurisdiction of the Platform	Jurisdiction of the investors of the Platform	Exit Strategy being utilized	Tax Considerations
India	Singapore	Direct Secondary	▪ **Capital gains tax in case of sale of shares of the Indian Platform by the Singaporean Investors:** Sale of the Platform's shares will result in capital gains tax in India. ▪ India-Singapore DTAA does not provide for a tax benefit on the sale of an Indian Platform's shares by a Singapore investor. However, if the shares in the Indian Platform were acquired prior to April 1, 2017, the gains from the sale of such shares are not taxable in India owing to grandfathering benefits. That being said, this benefit is subject to the substance requirements under Article 24A of the India-Singapore DTAA. (collectively, **"Singapore Direct Secondary Considerations"**).
		Indirect Secondary	▪ **Capital gains tax in case of sale of shares of the underlying asset by the Indian Platform:** Assuming that the Indian Platform qualifies as a resident of India under the Indian Income Tax Act, 1961 (**"ITA"**), gains from the sale of its underlying assets are taxable in India at applicable rates, as the Indian Platform earning such gains is taxed on its worldwide income in India. ▪ Upstreaming proceeds from the Indian Platform to the Singapore Investors (**"Singapore Upstreaming Considerations"**): The tax considerations vary depending on the manner in which the proceeds are upstreamed. These are as follows –

2 On 21 January 2025, the CBDT issued Circular 1 of 2025 which provides guidance with respect to the application of the PPT. It is clarified that the PPT is intended to be applied prospectively. Further, it states that the grandfathering provisions under India's tax treaties with Mauritius [Articles 13(3B) and 13(4)], Singapore [Articles 13(4A) and 13(4C)] and Cyprus remain outside the scope of the PPT.

Jurisdiction of the Platform	Jurisdiction of the investors of the Platform	Exit Strategy being utilized	Tax Considerations
Singapore	Singapore	Direct Secondary	a) **As dividend:** Dividends paid by the Indian Platform to the Singapore Investors may be taxed in India. However, this tax cannot exceed 10% of the gross dividend amount if the beneficial owner of such dividends owns at least 25% of the shares in the Platform. In any other scenario, the tax on dividends in India is restricted to 15% of the gross dividend amount. b) **Through capital reduction of the Indian Platform:** Currently, the ITA provides that income from capital reduction is to be treated as dividends (to the extent of the Platform's accumulated profits). Article 10(4) of the India-Singapore DTAA, which sets out the definition of dividends, includes "income from other corporate rights which is subjected to the same taxation treatment as income from shares by the laws of the State of which the company making the distribution is a resident". This part of the definition looks to the characterization under the domestic laws of the company making the distribution is a resident (in this case, India). As Indian domestic law (i.e. the ITA) treats income from capital reduction as dividends, distribution by way of capital reduction will also be subject to the same restrictions as mentioned for dividend that have been set out in (a) above. c) **Buyback by the Indian Platform:** Similar to capital reduction, the ITA was recently amended to characterize the income from the buy-back of shares as dividends. As stated in (b) above, since the domestic law of the resident Indian company that makes the distribution is India, income from buy back of shares will be treated in the same manner as stated in (a) above, in the hands of the Singaporean investors. ▪ **Capital Gains Tax on the sale of shares of the Singaporean Platform by the Singaporean investors:** Gains derived by Singaporean investors from the sale of Singaporean Platform would be taxed as per Singapore laws. There will be no tax in India on such sale, subject to the applicability of indirect transfer tax as discussed below. ▪ **Indirect transfer tax in India:** If the shares of the Singaporean Platform derive their value "substantially" from assets situated in India, the gains from such sale may be deemed to be situated in India. In such case, the gains may be subject to capital gains tax under the ITA. Value is said to have been derived "substantially" from assets situated in India, if the value of these shares will: (i) exceed INR 10 crores; and (ii) represent at least 50% of the value of all assets owned by the Singaporean Platform. ▪ If the gains are derived from Platform shares acquired on or after to April 1, 2017, the India-Singapore DTAA does not restrict India from taxing such gains. A credit of taxes paid on the gains in India may be availed in Singapore. However, if the gains are derived from shares acquired in the Platform prior to April 1, 2017, such gains are not taxable in India owing to grandfathering benefits. That being said, this benefit may be availed subject to qualifying the substance requirements under Article 24A of the India-Singapore DTAA.

Jurisdiction of the Platform	Jurisdiction of the investors of the Platform	Exit Strategy being utilized	Tax Considerations
		Indirect Secondary	▪ **Capital gains tax on the sale of shares of Indian assets by the Singaporean Platform:** Gains from the sale of shares of Indian assets by the Singaporean Platform may be taxed in India as per applicable rates under the ITA. However, if the gains are derived from shares acquired in the Indian assets prior to April 1, 2017, such gains are not taxable in India owing to grandfathering benefits. This benefit may be availed subject to qualifying the substance requirements under Article 24A of the India-Singapore DTAA. ▪ If the Indian assets sold are financial instruments not being shares, gains from sale of such assets are taxable only in Singapore. ▪ **Upstreaming of the proceeds by the Singapore Platform to the Singapore investors:** No tax is payable in India on the upstreaming of proceeds as dividend by the Singaporean Platform to the Singaporean investors.
		Direct Primary	Same as the Upstreaming Considerations.
India	Mauritius	Direct Secondary	▪ **Capital gains tax on the sale of shares of the Indian Platform by the Mauritius investors:** Same as the Singapore Direct Secondary Considerations. ▪ Where shares of the Indian Platform were acquired prior to April 1, 2017, the gains from the sale of such shares are taxable only in Mauritius subject to meeting the requirements under Article 27A [Limitation of Benefits] of the India-Mauritius DTAA.
		Indirect Secondary	▪ **Capital gains tax on the sale of shares of the underlying asset by the Indian Platform:** Assuming that the Indian Platform qualifies as a resident of India under the ITA, gains from the sale of underlying assets are taxable in India at applicable rates, as the Indian Platform earning such gains is taxed on its worldwide income. ▪ **Upstreaming proceeds from the Indian Platform to the Mauritius Investors ("Mauritius Upstreaming Considerations"):** a) **As dividend:** Dividends paid by the Indian Platform to the Mauritius investors may be taxed in India. However, this tax cannot exceed 5% of the gross dividend amount if the beneficial owner of such dividends owns at least 10% of the shares in the Platform. In any other scenario, the tax on dividends in India is restricted to 15% of the gross dividend amount as per Article 10 of the India-Mauritius DTAA. b) **Through capital reduction of the Indian Platform:** Article 10(4) of the India-Mauritius DTAA, which sets out the definition of dividends, includes "income from other corporate rights which is subjected to the same taxation treatment as income from shares by the laws of the Contracting State of which the company making the distribution is a resident". This part of the definition looks to the characterization under the domestic laws of the company making the distribution is a resident (in this case, India). As Indian domestic law (i.e. the ITA) treats income from capital reduction as dividends, distribution by way of capital reduction should also be subject to the same restrictions as mentioned for dividend in (a) above.

Jurisdiction of the Platform	Jurisdiction of the investors of the Platform	Exit Strategy being utilized	Tax Considerations
			c) **Buyback by the Indian Platform:** Similar to capital reduction, the ITA was recently amended to characterize the income from the buy-back of shares as dividends. As stated in (b) above, as the domestic law of the company making the distribution is a resident of India, income from buy back of shares should be treated in the same manner as stated in (a) above in the hands of the Mauritius investors.
Mauritius	Mauritius	Direct Secondary	▪ **Capital Gains Tax on the sale of shares of the Mauritius Platform by the Mauritius Investors:** Same tax treatment as Direct Secondary of Singapore Platform Shares by a Singapore investor. ▪ **Indirect transfer tax in India:** If the shares of the Mauritius Platform derive their value "substantially" from assets situated in India, the gains from such sale may be deemed to be situated in India. In such case, the gains may be subject to capital gains tax under the ITA. Value is said to have been derived "substantially" from assets situated in India, if the value of these shares will: (i) exceed INR 10 crores; and (ii) represent at least 50% of the value of all assets owned by the Mauritius Platform. ▪ If the gains are derived from shares acquired in the Platform prior to April 1, 2017, such gains shall not be taxable in India owing to grandfathering benefits.[3] This benefit may be availed subject to qualifying the substance requirements under Article 27A of the India-Mauritius DTAA.
		Indirect Secondary	▪ **Capital Gains Tax on the sale of the shares of Indian assets by the Mauritius Platform:** Gains from sale of shares of Indian assets by Mauritius Platform may be taxed in India as per applicable rates under the ITA. However, if the gains are derived from shares acquired in the Indian assets prior to April 1, 2017, such gains are not taxable in India owing to grandfathering benefits. This benefit may be availed subject to qualifying the substance requirements under Article 27A of the India-Singapore DTAA. ▪ If the Indian assets sold are financial instruments not being shares, gains from sale of such assets are taxable only in Mauritius. ▪ **Upstreaming of the proceeds by the Mauritius Platform to the Mauritius investors:** No tax is payable in India on the upstreaming of proceeds as dividends by Mauritius Platform to the Mauritius investors.
		Direct Primary	Same as the Mauritius Upstreaming Considerations.
India	Netherlands	Direct Secondary	▪ **Capital gains tax in case of a sale of the shares of the Indian Platform by the Dutch investors:** Gains derived by a Dutch investor from the sale of shares in Indian Platform shall be taxable only in the Netherlands. However, if the shares which are sold form part of atleast 10% interest in the capital stock of the company and are sold to a resident of India, such gains may be taxed in India.

3 The Delhi High Court in Tiger Global International Holdings II v. AAR held that the indirect transfer of such shares under India-Mauritius DTAA is taxable only in Mauritius. However, this decision has been appealed before the Supreme Court of India. On 24 January 2025, the Supreme Court has stayed the operation of the judgement of the Delhi High Court pending final hearing by the Supreme Court.

Jurisdiction of the Plat-form	Jurisdiction of the investors of the Platform	Exit Strategy being utilized	Tax Considerations
		Indirect Secondary	▪ **Capital Gains Tax in case of sale of shares of the under-lying asset by the Indian Platform:** Assuming that the Indian Platform qualifies as a resident of India under the ITA, gains from the sale of underlying assets are taxable in India at applicable rates as the Indian Platform earning such gains is taxed on its worldwide income. ▪ Upstreaming proceeds from the Indian Platform to the Dutch investors ("Dutch Upstreaming Considerations"): a) **As dividend:** Dividends paid by the Indian Platform to the Dutch investors may be taxed in India. However, this tax cannot exceed 10% of the gross dividend amount so long as the Dutch resident Investor is the beneficial owner of such dividends. b) **Through capital reduction of the Indian Platform:** Article 10(4) of the India-Netherlands DTAA, which provides for the definition of dividends, includes "income from other corporate rights which is subjected to the same taxation treatment as income from shares by the laws of the State of which the company making the distribution is a resident". This part of the definition looks to the characterization under the domestic laws of the company making the distribution is a resident (in this case, India). As Indian domestic law (i.e. the ITA) treats income from capital reduction as dividends, distribution by way of capital reduction should also be subject to the same restrictions as mentioned for dividend in (a) above. c) **Buyback by the Dutch Platform:** Similar to capital reduction, the ITA was recently amended to characterize the income from the buy-back of shares as dividends. As the domestic law of the company making the distri-bution is a resident of India, income from buy back of shares should be treated in the same manner as stated in (a) above in the hands of the Dutch investors.
Netherlands	Netherlands	Direct Secondary	▪ **Capital Gains Tax on the sale of shares of the Dutch Plat-form by the Dutch investors:** Gains derived by a Dutch investor from the sale of shares in Dutch Platform shall be taxable only in the Netherlands as per Article 13(5) of the India-Netherlands DTAA. ▪ **Indirect transfer tax in India:** If the shares of the Dutch Platform derive its value "substantially" from assets situ-ated in India, the gains from such sale may be deemed to be situated in India. In such case, the gains may be subject to capital gains tax under the ITA. However, as stated above, Article 13(5) restricts the taxation of gains derived by a Dutch investor to be taxable only in the Netherlands. Therefore, even if the shares of the Dutch Platform derive its value "substantially" from assets situated in India, gains from the sale of the Platform shares shall be taxable only in the Netherlands.
		Indirect Secondary	▪ **Capital Gains Tax on the sale of the shares of Indian assets by the Dutch Platform:** Gains derived by a Dutch Platform from the sale of Indian assets shall be taxable only in the Netherlands. However, if the shares which are sold form part of atleast 10% interest in the capital stock of the company resident in India and are sold to a resident of India, such gains may be taxed in India.

© Nishith Desai Associates 2025

Jurisdiction of the Platform	Jurisdiction of the investors of the Platform	Exit Strategy being utilized	Tax Considerations
			▪ **Upstreaming of the proceeds by the Dutch Platform to the Dutch investors:** No tax is payable in India on the upstreaming of proceeds as dividends by a Dutch Platform to the Dutch investors.
		Direct Primary	Same as the Dutch Upstreaming Considerations.

About NDA

At Nishith Desai Associates, we have earned the reputation of being Asia's most Innovative Law Firm — and the go-to specialists for companies around the world, looking to conduct businesses in India and for Indian companies considering business expansion abroad. In fact, we have conceptualized and created a state-of-the-art Blue Sky Thinking and Research Campus, Imaginarium Aligunjan, an international institution dedicated to designing a premeditated future with an embedded strategic foresight capability.

We are a research and strategy driven international firm with offices in Mumbai, Palo Alto (Silicon Valley), Bengaluru, Singapore, New Delhi, Munich, and New York. Our team comprises of specialists who provide strategic advice on legal, regulatory, and tax related matters in an integrated manner basis key insights carefully culled from the allied industries.

As an active participant in shaping India's regulatory environment, we at NDA, have the expertise and more importantly — the VISION — to navigate its complexities. Our ongoing endeavors in conducting and facilitating original research in emerging areas of law has helped us develop unparalleled proficiency to anticipate legal obstacles, mitigate potential risks and identify new opportunities for our clients on a global scale. Simply put, for conglomerates looking to conduct business in the subcontinent, NDA takes the uncertainty out of new frontiers.

As a firm of doyens, we pride ourselves in working with select clients within select verticals on complex matters. Our forte lies in providing innovative and strategic advice in futuristic areas of law such as those relating to Blockchain and virtual currencies, Internet of Things (IOT), Aviation, Artificial Intelligence, Privatization of Outer Space, Drones, Robotics, Virtual Reality, Ed-Tech, Med-Tech and Medical Devices and Nanotechnology with our key clientele comprising of marquee Fortune 500 corporations.

The firm has been consistently ranked as one of the Most Innovative Law Firms, across the globe. In fact, NDA has been the proud recipient of the Financial Times–RSG award 4 times in a row, (2014-2017) as the Most Innovative Indian Law Firm.

We are a trust based, non-hierarchical, democratic organization that leverages research and knowledge to deliver extraordinary value to our clients. Datum, our unique employer proposition has been developed into a global case study, aptly titled 'Management by Trust in a Democratic Enterprise,' published by John Wiley & Sons, USA.

Research@NDA

Research is the DNA of NDA. In early 1980s, our firm emerged from an extensive, and then pioneering, research by Nishith M. Desai on the taxation of cross-border transactions. The research book written by him provided the foundation for our international tax practice. Since then, we have relied upon research to be the cornerstone of our practice development. Today, research is fully ingrained in the firm's culture.

Over the years, we have produced some outstanding research papers, reports and articles. Almost on a daily basis, we analyze and offer our perspective on latest legal developments through our "Hotlines". These Hotlines provide immediate awareness and quick reference, and have been eagerly received. We also provide expanded commentary on issues through detailed articles for publication in newspapers and periodicals for dissemination to wider audience. Our NDA Labs dissect and analyze a published, distinctive legal transaction using multiple lenses and offer various perspectives, including some even overlooked by the executors of the transaction. We regularly write extensive research papers and disseminate them through our website. Our ThinkTank discourses on Taxation of eCommerce, Arbitration, and Direct Tax Code have been widely acknowledged.

As we continue to grow through our research-based approach, we now have established an exclusive four-acre, state-of-the-art research center, just a 45-minute ferry ride from Mumbai but in the middle of verdant hills of reclusive Alibaug-Raigadh district. Imaginarium AliGunjan is a platform for creative thinking; an apolitical ecosystem that connects multi-disciplinary threads of ideas, innovation and imagination. Designed to inspire 'blue sky' thinking, research, exploration and synthesis, reflections and communication, it aims to bring in wholeness — that leads to answers to the biggest challenges of our time and beyond. It seeks to be a bridge that connects the futuristic advancements of diverse disciplines. It offers a space, both virtually and literally, for integration and synthesis of knowhow and innovation from various streams and serves as a dais to internationally renowned professionals to share their expertise and experience with our associates and select clients.

We would love to hear from you about any suggestions you may have on our research publications.
Please feel free to contact us at **research@nishithdesai.com**.

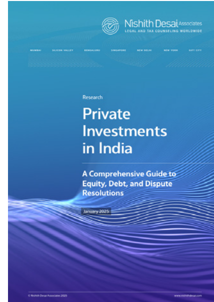
Recent Research Papers

Extensive knowledge gained through our original research is a source of our expertise.

January 2025

Fintech

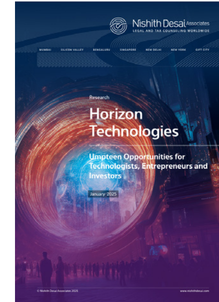
Legal, Regulatory and Tax Considerations – Compendium



January 2025

Private Investments in India

A Comprehensive Guide to Equity, Debt, and Dispute Resolutions



January 2025

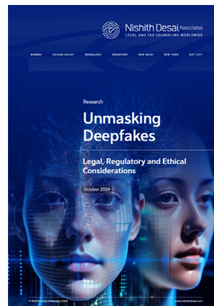
Horizon Technologies

Umpteen Opportunities for Technologists, Entrepreneurs and Investors

January 2025

Research Paper Compendium

Clickable Catalogue of Publications



October 2024

Unmasking Deepfakes

Legal, Regulatory and Ethical Considerations

October 2024

Are we ready for Designer Babies

Strategic, Legal, Tax and Ethical issues

For more research papers **click here**.

Nishith Desai Associates
LEGAL AND TAX COUNSELING WORLDWIDE

MUMBAI

93 B, Mittal Court, Nariman Point
Mumbai 400 021, India

Tel +91 22 6669 5000

SILICON VALLEY

220 S California Ave., Suite 201
Palo Alto, California 94306, USA

Tel +1 650 325 7100

BENGALURU

Prestige Loka, G01, 7/1 Brunton Rd
Bengaluru 560 025, India

Tel +91 80 6693 5000

SINGAPORE

Level 24, CapitaGreen
138 Market St
Singapore 048 946

Tel +65 6550 9855

MUMBAI BKC

3, North Avenue, Maker Maxity
Bandra–Kurla Complex
Mumbai 400 051, India

Tel +91 22 6159 5000

NEW DELHI

13-H, Hansalaya Building, 15
Barakhamba Road, Connaught Place
New Delhi 110 001, India

Tel +91 11 4906 5000

NEW YORK

1185 6th Avenue, Suite 326
New York, NY 10036, USA

Tel +1 212 464 7050

GIFT CITY

408, 4th Floor, Pragya Towers
GIFT City, Gandhinagar
Gujarat 382 355, India

Structuring Platform Investments in India for Foreign Investors
Legal and Regulatory and Tax Considerations

© Nishith Desai Associates 2025

concierge@nishithdesai.com