Mindtree
Welcome to possible

Registered Office Address: Mindtree Ltd.
Global Village, RVCE Post, Mysore Road,
Bengaluru-560059, Karnataka, India.
Corporate Identity Number (CIN): L72200KA1999PLC025564
E-mail: info@mindtree.com

Ref: MT/STAT/CS/16-17/26

May 18, 2016

Bombay Stock Exchange Limited
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai 400 001
BSE : fax : 022 2272 3121/2041/ 61
Phone:022-22721233/4
email: corp.relations@bseindia.com

National Stock Exchange of India Limited
Exchange Plaza, Bandra Kurla Complex,
Bandra East, Mumbai 400 051
NSE : fax: 022 2659 8237 / 38
Phone: (022) 2659 8235 / 36
email : cmlist@nse.co.in

Dear Sirs,

Kind Attention: Mr. Gopala Krishna and Mr. Hari

Subject: Submission of the Court Convened Meeting Notice of shareholders and Unsecured Creditors

The Hon'ble High Court of Karnataka, by an order dated April 21, 2016, has directed the Company to have separate meetings of Shareholders and Unsecured Creditors, for the purpose of considering, and if thought fit, approving with or without modifications, the Composite Scheme of Amalgamation of Discoverture Solutions L.L.C ("the Transferor Company 1") and Relational Solutions Inc. ("the Transferor Company 2") with Mindtree Limited ("Transferee Company")

In this regard, we enclose herewith, six copies of the Court Convened Meeting Notice of shareholders along with notice of Unsecured Creditors, to be dispatched to the Members and Unsecured Creditors of the Company, respectively.

The Calendar of events for the meeting of shareholders are as follows:

Sl. No	Event	Date
1	Date of Board approving the notice	May 10, 2016
2	Date of appointment of Scrutinizer	May 10, 2016
3	Date of Completion of dispatch of Notice	May 19, 2016
4	Voting period Start Date and Time	June 11, 2016 starts at 10 AM
5	Voting end date and Time	June 13, 2016 ends at 5 PM
6	Last date of Submission of report by Scrutinizer	On or before June 16, 2016
7	Date of declaration of results	On or before June 16, 2016

Please take the above intimation on records and acknowledge the receipt of the same.

Thanking you.

for **Mindtree Limited**

Vedavalli S
Company Secretary

MINDTREE LIMITED ★ BENGALURU ★

Mindtree Ltd.
Global Village
RVCE Post, Mysore Road
Bengaluru - 560059

T +91 80 6706 4000
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W www.mindtree.com

Mindtree

Welcome to possible

Mindtree Limited

(CIN): L72200KA1999PLC025564
Registered Office: Global Village, RVCE Post, Mysore Road, Bengaluru 560 059, India.
Phone: + 91 80 6706 4000 | Fax: + 91 80 6706 4100 | E-mail: investors@mindtree.com | Website: www.mindtree.com

NOTICE TO THE SHAREHOLDERS OF MINDTREE LIMITED

COURT CONVENED MEETING OF THE SHAREHOLDERS

Day : Tuesday

Date : June 14, 2016

Time : 12.00 PM

Venue : The Capitol Hotel,
No. 3, Raj Bhavan Road,
Opp. General Post Office,
Bengaluru 560 001

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IN THE HIGH COURT OF KARNATAKA AT BENGALURU
(ORIGINAL JURISDICTION)
IN THE MATTER OF SECTION 391 TO 394 OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF COMPOSITE SCHEME OF AMALGAMATION OF
DISCOVERTURE SOLUTIONS L.L.C.
AND
RELATIONAL SOLUTIONS INC
WITH
MINDTREE LIMITED

COMPANY APPLICATION NO.173 of 2016

NOTICE CONVENING THE MEETING OF SHAREHOLDERS OF
MINDTREE LIMITED, THE APPLICANT COMPANY

To,
The Shareholders of

MINDTREE LIMITED ("the Applicant Company or Mindtree Limited or Mindtree or Transferee Company"),

TAKE NOTICE that by an Order made on April 21, 2016, in the above Company Application number 173 of 2016, the Hon'ble High Court of Karnataka has directed that a meeting of the Shareholders of Mindtree Limited, the Applicant Company, be convened and held at The Capitol Hotel, No. 3, Raj Bhavan Road, Opp. General Post Office, Bengaluru 560 001 on Tuesday, June 14, 2016 at 12.00 PM for the purpose of considering, if thought fit, approving, with or without modification(s), the Composite Scheme of Amalgamation of Discoverture Solutions L.L.C ("the Transferor Company 1") and Relational Solutions Inc. ("the Transferor Company 2") with Mindtree Limited ("Transferee Company") (**"Scheme"** or **"the Scheme"**).

In the said meeting the following special business will be transacted:

To consider and if thought fit, approve with or without modification(s), the Scheme and the following resolutions:

"RESOLVED THAT pursuant to the provisions of Sections 391 to 394 of the Companies Act, 1956, Rules 67 to 87 of the Companies (Court) Rules, 1959 and other applicable provisions of the Companies Act, 1956 and/or under the corresponding provisions of the Companies Act, 2013, the rules, circulars and notifications there under (including any statutory modification(s) or re-enactment(s) thereof) as may be applicable and enabling provisions in the Company's Memorandum of Association and Articles of Association and subject to the approval of the Hon'ble High Court of Karnataka (hereinafter referred to as "High Court"), and other regulatory authorities, if any, and all such other approvals, permissions and sanctions, as may be necessary and subject to such conditions, amendments, alterations and modifications as may be prescribed or imposed by any of them while granting such approvals, permissions and sanctions, which may be agreed to by the Company, the Composite Scheme of Amalgamation of Transferor Company 1 and Transferor Company 2 with Mindtree Limited ('Scheme' or 'this Scheme') be and is hereby approved.

RESOLVED FURTHER THAT for the purpose of giving effect to the above resolution and for removal of any difficulties or doubts, the Board of Directors of the Company (hereinafter referred to as the "Board", which term shall include any committee constituted by the Board of Directors of the Company or any person(s) authorized by the Board to exercise the powers conferred on the Board of Directors of the Company by this Resolution), be and are hereby authorized to do all such acts, deeds, matters and things as are considered requisite or necessary to effectively implement the Scheme and to accept such modifications, alterations, amendments and / or conditions, if any, which may be required and / or imposed by the Hon'ble High Court of Karnataka while sanctioning the Scheme or by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in carrying out the Scheme."

TAKE FURTHER NOTICE that in pursuance of the said Order and as directed therein, a meeting of the Shareholders of Mindtree Limited, the Applicant Company, will be convened and held at The Capitol Hotel, No. 3, Raj Bhavan Road, Opp. General Post Office, Bengaluru 560 001 on Tuesday, June 14, 2016 at 12.00 PM at which place, day, date and time you are requested to attend.

TAKE FURTHER NOTICE that you may vote through e-voting, Ballot forms or attend and vote at the said meeting in person or through e-voting or by proxy provided that a proxy in the prescribed form, duly signed by you or your authorised representative, is deposited at the Registered Office of the Applicant Company at Mindtree Limited, Global Village, RVCE Post, Mysore Road, Bengaluru 560 059, India not later than 48 hours before the time of the aforesaid meeting.

TAKE FURTHER NOTICE THAT the Hon'ble High Court of Karnataka has appointed Mr. Krishnakumar Natarajan, Executive Chairman, failing him Mr. Rostow Ravanan, CEO and MD or Mr. Parthasarathy N S, COO, President & Executive Director or Mr. Jagannathan Chakravarthi, CFO, as the Chairman of the said meeting.

A copy of the Composite Scheme of Amalgamation, the Explanatory Statement under Section 393 of the Companies Act, 1956 and Section 102 of the Companies Act 2013, Observation Letter(s) issued by BSE Limited and National Stock Exchange of India Limited, Fairness Opinion Report, Complaint Report, Form of Proxy , Attendance Slip, Ballot Forms are appended hereto.

Place: Bengaluru
Date: May 10, 2016

Krishnakumar Natarajan
Chairman appointed for the meeting

NOTES:

1. A MEMBER ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HIMSELF/HERSELF AND THE PROXY NEED NOT BE A MEMBER OF THE COMPANY. A PERSON CAN ACT AS PROXY ON BEHALF OF MEMBERS NOT EXCEEDING FIFTY (50) AND HOLDING IN THE AGGREGATE NOT MORE THAN TEN PERCENT OF THE TOTAL SHARE CAPITAL OF THE COMPANY. MEMBER HOLDING MORE THAN TEN PERCENT OF THE TOTAL SHARE CAPITAL OF THE COMPANY CARRYING VOTING RIGHTS MAY APPOINT A SINGLE PERSON AS PROXY AND SUCH PERSON SHALL NOT ACT AS PROXY FOR ANY OTHER PERSON OR SHAREHOLDER. PROXIES IN ORDER TO BE EFFECTIVE MUST BE DEPOSITED AT THE REGISTERED OFFICE OF THE COMPANY, DULY COMPLETED AND SIGNED NOT LESS THAN 48 (FORTY EIGHT) HOURS BEFORE THE MEETING. PROXIES SUBMITTED ON BEHALF OF THE COMPANIES, SOCIETIES ETC., MUST BE SUPPORTED BY AN APPROPRIATE RESOLUTION/AUTHORITY, AS APPLICABLE.

2. All alterations made in the form of Proxy should be initialed.

3. An Explanatory Statement pursuant to Section 393 of the Companies Act, 1956 and Section 102 of the Companies Act, 2013 is appended hereto.

4. A Members desiring to exercise their vote by Ballot Form are requested to carefully read the instructions printed in the Ballot Form and return the same duly completed and signed in the attached postage pre-paid self-addressed envelope. Unsigned Ballot Form(s) will be rejected. Ballot Form(s), if sent by courier or by registered post at the expense of the Member(s) will also be accepted. The Ballot Form(s) may also be deposited personally at the address given thereon. The duly completed and signed Ballot Form(s) should reach the Scrutinizer on or before 5.00 PM IST on Monday, June 13, 2016, to be eligible for being considered, failing which, it will be strictly treated as if no reply has been received from the Member(s). The e-voting module shall also be disabled by NSDL for voting thereafter.

5. In compliance with the provisions of Section 108 of the Companies Act, 2013 read with Rule 20 of the Companies (Management and Administration) Rules, 2014 (as amended) and Regulation 44 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Company has also extended e-voting facility extended by National Securities Depository Limited (NSDL), for its Members to enable them to cast their votes electronically on the proposed resolutions in this notice, in addition of voting in the meeting. Instructions for e-voting are as below:

INSTRUCTIONS FOR E-VOTING

A. In case of Members receiving e-mail from NSDL:

(i) Open e-mail and open PDF file viz. “Mindtree e-voting.pdf” with your Client ID or Folio No. as password. The said PDF file contains your user ID and password for e-voting. Please note that the password is an initial password. You will not receive this PDF file if you are already registered with NSDL for e-voting.

(ii) Launch internet browser by typing the following URL: https://www.evoting.nsdl.com

(iii) Click on Shareholder-Login.

(iv) If you are already registered with NSDL for e-voting then you can use your existing user ID and password.

(v) If you are logging in for the first time, please enter the user ID and password provided in the attached PDF file as initial password.

(vi) Password change menu appears, Change the password with new password of your choice with minimum 8 digits/ characters or combination thereof. Note new password. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential. Please note that login to e-voting website will be

disabled upon five unsuccessful attempts to key-in the correct password. In such an event, you will need to go through 'Forgot Password' option available on the site to re-set the same.

(vi) Once the e-voting home page opens, click on e-voting> Active Voting Cycles.

(vii) Select Electronic Voting Event Number (EVEN) of Mindtree Limited, you can login any number of times on e-voting platform of NSDL till you have voted on the resolution during the voting period.

(viii) Now you are ready for "e-voting" as "Cast Vote" page opens.

(ix) Cast your vote by selecting appropriate option and click on "Submit" and also "Confirm" when prompted.

(x) Institutional Shareholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/ JPG Format) of the relevant Board Resolution/ Authority Letter etc. together with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer through e-mail: nagendradrao@gmail.com with a copy marked to evoting@nsdl.co.in.

(xi) Upon confirmation, the message "Vote cast successfully" will be displayed.

(xii) Once you have voted on the Resolution(s), you will not be allowed to modify your vote.

B. In case of Members receiving notice by Post and desiring to cast e-vote:

(i) Initial password, along with User ID and Electronic Voting Event Number (EVEN) is provided in the table given in the Notice hereof.

(ii) Please follow all steps from Sl. No. (ii) to Sl. No. (xii) given above to cast your vote.

C. The e-voting commences on Saturday, June 11, 2016 at 10.00 AM IST and ends on Monday, June 13, 2016 at 5.00 PM IST.

D. If you are already registered with NSDL for e-voting, you may use your existing User ID and Password for casting your e-vote.

E. You can also update your mobile/phone number and e-mail id in the user profile details of the folio.

F. In case of any queries you may refer the Frequently Asked Questions (FAQs) for Shareholders and e-voting user manual for Shareholders available at the "downloads" section of https://www.evoting.nsdl.com or contact NSDL by email at evoting@nsdl.co.in or call on: 1800 222 990.

6. The Members can opt for only one mode of voting, i.e., either by physical ballot or e-voting. In case Members cast their votes through both the modes, voting done by e-voting shall prevail and votes cast through physical Ballot Forms will be treated as invalid.

7. The Notice is being sent to all the Members of the Company, whose names appear on the Register of Members/list of Beneficial Owners, as received from National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL) on Friday, May 13, 2016. The Notice is sent to all the shareholders by Permitted mode (Registered Post/Speed Post)

8. The voting rights of the shareholders shall be in proportion to their shares of the paid up equity share capital of the Company as on the cut-off date Tuesday, June 07, 2016.

9. Any person who is not a member on the cut-off date should treat the notice for information purposes only.

10. A person, whose name is recorded in the register of members or in the register of beneficial owners maintained by the depositories as on the cut-off date only shall be entitled to avail the facility of remote e-voting as well as voting through Ballot paper.

11. Any person, who acquires shares of the Company and become member of the Company after dispatch of the notice and holding shares as of the cut-off date may obtain the login ID and password by sending a request at evoting@nsdl.co.in or Issuer/RTA for electronic voting or download the Ballot Form from the Company's website www.mindtree.com for voting through Ballot papers .

12. The Company shall be making arrangements for the members to cast their votes in respect to the business either through electronic voting system or through Poll, for members attending the meeting who have not cast their vote by remote e-voting.

13. Mr. Nagendra D Rao, Practising Company Secretary (Membership No. FCS 5553, COP 7731) has been appointed by the Board of Directors as the Scrutinizer to scrutinize the voting process in a fair and transparent manner.

14. The scrutinizer shall, immediately after the conclusion of voting at the meeting, first count the votes cast at the meeting, thereafter unblock the votes cast through remote e-voting in the presence of at least two witnesses not in the employment of the company and make 'not later than two days of conclusion of the meeting' a consolidated Scrutinizer's Report of the total votes cast in favour or against, if any, to the Chairman appointed by the Court.

15. The result of the voting (with the Scrutinizer's report) will be announced on or before 7.00 PM IST on Thursday, June 16, 2016 through the website of the Company : www.mindtree.com and by way of intimation to the Stock Exchanges on which the Company is listed.

16. The members who have cast their vote by remote e-voting prior to the meeting may also attend the meeting but shall not be entitled to cast their vote again.

17. The members may attend and vote (either in person or by proxy or by authorized representative under Section 113 of the Companies Act, 2013) at the meeting. The representative of a body corporate which is a member may attend and vote at the meeting provided a certified true copy of the resolution of the Board of Directors or other governing body under Section 113 of the Companies Act, 2013 authorizing such representative to attend and vote at the meeting is deposited at the Registered Office of the Applicant Company not later than 48 hours before the meeting.

18. Contact details of the person responsible to address the queries/grievances connected with the voting by ballot including voting by electronic means, if any:

The Company Secretary, Mindtree Limited, Global Village, RVCE Post, Mysore Road, Bengaluru 560 059, Tel +91 80 6706 4000, Email – investors@mindtree.com

or

Registrar and Share Transfer Agent, Link Intime India Pvt. Ltd., C-13, Pannalal Silk Mills Compound, LBS Marg, Bhandup (W), Mumbai 400 078, India. Tel: +91 22 2594 6970, Email - rnt.helpdesk@linkintime.co.in

Place: Bengaluru
Date: May 10, 2016

Krishnakumar Natarajan
Chairman appointed for the meeting

Mindtree Limited
Corporate Identity Number (CIN): L72200KA1999PLC025564
Registered Office: Global Village, RVCE Post, Mysore Road,
Bengaluru 560 059, India.
Phone: + 91 80 6706 4000; Fax: + 91 80 6706 4100;
E-mail: investors@mindtree.com; Website: www.mindtree.com

IN THE HIGH COURT OF KARNATAKA AT BENGALURU
(ORIGINAL JURISDICTION)
IN THE MATTER OF SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF COMPOSITE SCHEME OF AMALGAMATION OF
DISCOVERTURE SOLUTIONS L.L.C.
AND
RELATIONAL SOLUTIONS INC
WITH
MINDTREE LIMITED

COMPANY APPLICATION NO. 173 OF 2016

MINDTREE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Global Village, RVCE Post, Mysore Road, Bengaluru 560 059, Karnataka, India, represented by its Company Secretary, Ms. Vedavalli S.

…APPLICANT/TRANSFEREE COMPANY

Vs.

Nil. **RESPONDENT**

EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956 AND SECTION 102 OF THE COMPANIES ACT, 2013 READ WITH RULE 73 OF THE COMPANIES (COURT) RULES, 1959

This is a Statement accompanying the Notice convening the meeting of the shareholders of Mindtree Limited, the Transferee/Applicant Company, which has been convened pursuant to the directions of the Hon'ble High Court of Karnataka.

1. Pursuant to an order dated April 21, 2016 (hereinafter "Order"), passed by the Hon'ble High Court of Karnataka at Bengaluru in the Company Application referred to above, a meeting of the shareholders is being convened and held at The Capitol Hotel, No. 3, Raj Bhavan Road, Opp. General Post Office, Bengaluru 560 001 on Tuesday, June 14, 2016 at 12.00 PM for the purpose of considering, and if thought fit, approving, with or without modification(s), the Composite Scheme of Amalgamation of Discoverture Solutions L.L.C. (Transferor Company No. 1), Relational Solutions Inc (Transferor Company No. 2) and the Applicant/Transferee Company.

2. The resolutions to be submitted at the said meeting will read as follows:

   "RESOLVED THAT pursuant to the provisions of Sections 391 to 394 of the Companies Act, 1956, Rules 67 to 87 of the Companies (Court) Rules, 1959 and other applicable provisions of the Companies Act, 1956 and/or under the corresponding provisions of the Companies Act, 2013, the rules, circulars and notifications there under (including any statutory modification(s) or re-enactment(s) thereof) as may be applicable and enabling provisions in the Company's Memorandum of Association and Articles of Association and subject to the approval of the Hon'ble High Court of Karnataka (hereinafter referred to as "High Court"), and other regulatory authorities, if any, and all such other approvals, permissions and sanctions, as may be necessary and subject to such conditions, amendments, alterations and modifications as may be prescribed or imposed by any of them while granting such approvals, permissions and sanctions, which may be agreed to by the Company, the Composite Scheme of Amalgamation of Transferor Company 1 and Transferor Company 2 with Mindtree Limited ('Scheme' or 'this Scheme') be and is hereby approved.

   RESOLVED FURTHER THAT for the purpose of giving effect to the above resolution and for removal of any difficulties or doubts, the Board of Directors of the Company (hereinafter referred to as the "Board", which term shall include any committee constituted by the Board of Directors of the Company or any person(s) authorized by the Board to exercise the powers conferred on the Board of Directors of the Company by this Resolution), be and are hereby authorized to do all such acts, deeds, matters and things as are considered requisite or necessary to effectively implement the Scheme and to accept such modifications, alterations, amendments and / or conditions, if any, which may be required and / or imposed by the Hon'ble High Court of Karnataka while sanctioning the Scheme or by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in carrying out the Scheme."

3. In this statement, Discoverture Solutions L.L.C., is referred to as "Transferor Company No. 1", Relational Solutions Inc., is referred to as "Transferor Company No. 2" and Mindtree Limited is referred to as "Transferee Company/ Applicant Company". Where the context so requires, the Transferor Company Nos. 1& 2 and the Transferee Company are together referred to as the "Companies".

4. **DETAILS OF THE TRANSFEROR COMPANIES AND TRANSFEREE COMPANY:**

A. DISCOVERTURE SOLUTIONS L.L.C./ TRANSFEROR COMPANY NO. 1

(i) The Transferor Company No. 1, was incorporated on October 1, 2002, as per the provisions of the Arizona Limited Liability Company Act, 1992, Arizona Revised Statutes, Title 29, and Chapter 4. The place of business of the Transferor Company No.1 is at 16100 North 71st Street, Suite 250, Scottsdale, Arizona 85254.

(ii) The Transferor Company No. 1 is a Limited Liability Company and does not have any share capital. The Applicant/ Transferee Company is the sole member of the Transferor Company No.1 and owns 100% membership interest in the Transferor Company No. 1.

(iii) Transferor Company. No. 1 is involved in the main business of providing technology services for property and casualty insurance and healthcare industries.

B. RELATIONAL SOLUTIONS INC. / TRANSFEROR COMPANY NO. 2:

(i) The Transferor Company No. 2, was incorporated on January 22, 1996, as per the provisions of the General Corporation Law of the State of Ohio, Sections 1701.01 to 1701.99 of the Ohio Revised Code. The place of business of the Transferor Company No. 2 is at Great Northern Corp Centre III, 25050 Country club Blvd, Suite 105, North Olmsted, Ohio 44070. The Transferor Company No. 2 is a wholly owned subsidiary of the Applicant/Transferee Company and the Applicant/Transferee Company presently holds the entire issued, subscribed and paid up equity share capital of the Transferor Company No. 2.

(ii) The share capital of Transferor Company No. 2 as on September 30, 2015 is as follows:

Particulars	Amount in USD
Authorised Share Capital	
1000 Shares of Common Stock	500
Issued, Subscribed and Paid up Share Capital	
1000 Shares of Common Stock	500

(iii) Transferor Company. No. 2 is involved in the main business of providing technology services for consumer products and goods industries.

C. MINDTREE LIMITED/ TRANSFEREE COMPANY:

(i) The Applicant/Transferee Company was incorporated as a Private Company on August 5, 1999, under the name MindTree Consulting Private Limited as per the provisions of the Companies Act, 1956. Subsequently, MindTree Consulting Private Limited ceased to be a Private Company and the name of the Transferee Company was changed to MindTree Consulting Limited on November 6, 2006. Subsequently on March 28, 2008, the name of the Transferee Company was changed from MindTree Consulting Limited to Mindtree Limited. The Registered Office of the Applicant/ Transferee Company is at Global Village, RVCE Post, Mysore Road, Bengaluru 560 059 in the State of Karnataka.

(ii) The share capital of the Transferee Company as on September 30, 2015 is as follows:

Particulars	Amount in Rs.
Authorised Share Capital	
80,00,00,000 Equity Shares of Rs. 10 each/-	800,00,00,000/-
Issued , Subscribed and Paid up Share Capital	
8,38,35,626 Equity Shares of Rs. 10 each/-	83,83,56,260/-

Thereafter, the Transferee Company has issued additional shares and bonus shares (on March 11, 2016) to the existing shareholders of the Applicant/Transferee Company and the increased share capital of the Applicant/Transferee Company as on March 11, 2016 is as follows:

Particulars	Amount in Rs.
Authorised Share Capital	
80,00,00,000 Equity Shares of Rs. 10 each/-	800,00,00,000/-
Issued , Subscribed and Paid up Share Capital	
1,67,786,176 Equity Shares of Rs. 10 each/-	16,77,861,760/-

(iii) The Transferee Company is involved in the business of software and technology related services, product development services, information management services etc. The objects for which the Transferee Company has been established which are set out in its Memorandum of Association are as follows:

(a) To carry on the business of software development, production, sub-contracting and experts, systems engineering services & training.
(b) To carry on the business of management consulting of all types providing information management and movement services, build advisory services of all types, installations, maintenance and supply services including providing associated hardware and software products.
(c) To carry on the business of developing, improving, designing marketing, selling and licensing software programs and products of all kinds.
(d) To establish, maintain and conduct training facilities, schools, courses and programs for software programs and products of all kinds.
(e) To establish and operate data and information processing centers including call centers and to render services to customers in India and elsewhere by processing their jobs these centers.

5. The amalgamation of the Transferor Company No. 1, Transferor Company No. 2 (hereinafter referred to as “Transferor Companies”) and the Transferee Company is proposed to be effected by the Composite Scheme of Amalgamation (“Scheme”) under Sections 391 to 394 of the Company Act, 1956.

6. The reasons which have necessitated and justify the proposed Scheme and the advantages thereof *inter alia* are as follows:

(a) The amalgamation will enable the Transferee Company to integrate its business operations and provide significant impetus to the growth of the Transferee Company. The consolidation of the activities by way of an amalgamation will lead to synergies of operations and a stronger and wider capital and financial base for future growth/expansion. The combined entity will have a bigger portfolio of services targeted at a wider array of customers, which will strengthen its competitive position in providing IT services /software & technology related services market. This will also enable the Transferee Company to address newer solutions and services to its customers and to transferor's customers and enhance its marketing capabilities.

(b) The amalgamation will result in economy of scales and reduction in overheads, administrative, managerial and other expenditure, operational rationalisation, organisational efficiency, and optimal utilisation of various resources.

(c) The managerial expertise of the Transferor Companies will contribute to the strength of the Transferee Company. Consequently, the Transferee Company will offer a strong financial structure to all creditors including the creditors of the Transferor Companies, facilitate resource mobilisation and achieve better cash flows. This would contribute substantially towards enhancement of shareholder's value of the Transferee Company.

(d) Duplication of administrative functions will be eliminated together with the multiple record - keeping resulting in reduced expenditure.

(e) The amalgamation will result in a significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor and the Transferee Companies.

(f) The banks, creditors and institutions, if any, are not affected by the proposed amalgamation as their security is maintained.

(g) There shall be impetus and increase in the area of sales, network of the Transferee Company apart from reduction in costs.

(h) The amalgamation shall result in the combination of manpower of both the companies and a single management structure for the companies.

(i) The combined managerial and technical expertise would enable the Transferee Company to develop a business model that would be competitive and cogent.

7. The Board of Directors of Transferor Companies and the Transferee Company have approved the Scheme on October 15, 2015. The Transferee Company has also obtained a Fairness Opinion Report from SPA Capital Advisors Ltd., with respect to the Scheme.

8. A copy of the Scheme is enclosed. The Scheme envisages that from the Appointed Date, i.e., April 1, 2015, the entire undertakings of the Transferor Companies including all rights, powers, interests, authorities, privileges, liberties and all properties and assets, whether movable or immovable, as well as all debts, liabilities, duties and obligations of the Transferor Companies shall be transferred to and vested in the Transferee Company in the manner and subject to the modalities for transfer and vesting detailed in the Scheme.

9. Shareholding Pattern – Pre and Post Amalgamation:

The Pre and Post Amalgamation shareholding of Transferor and Transferee Companies as on March 31, 2016 are as follows:

Shareholding of Discoverture Solutions L.L.C.("Transferor Company 1"):

Particulars	Pre-Amalgamation Share Capital in USD	Post-Amalgamation Share Capital in USD
None	NIL*	NIL

* Discoverture Solutions L.L.C is a membership company with no share capital. Mindtree Limited is the sole member of the Discoverture Solutions L.L.C and owns 100% membership interest.

Shareholding of Relational Solutions Inc. ("Transferor Company 2"):

Particulars	Pre-Amalgamation Share Capital in USD	Post-Amalgamation Share Capital in USD
Authorised Share Capital		
1000 Shares of Common Stock	500	NIL
Issued , Subscribed and Paid up Share Capital		
1000 Shares of Common Stock	500	NIL

Shareholding of Mindtree Limited ("Transferee Company"):

		Pre- Amalgamation		Post-Amalgamation	
Sl. No	**Category of Shareholder**	**Number of shares**	**% of Total number of shares**	**Number of shares**	**% of Total Number of shares**
A.	**Promoter and Promoter Group**				
1	**Indian**				
(a)	Individuals / Hindu Undivided Family	16,832,870	10.03	16,832,870	10.03
(b)	Persons Acting In Concert	3,680,872	2.19	3,680,872	2.19
	Sub Total (A)(1)	**20,513,742**	**12.23**	**20,513,742**	**12.23**
2	**Foreign**				
(a)	Foreign Promoter Company	2,571,984	1.53	2,571,984	1.53
	Sub Total (A)(2)	**2,571,984**	**1.53**	**2,571,984**	**1.53**
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)	**23,085,726**	**13.76**	**23,085,726**	**13.76**
B.	**Public**				
1	**Institutions**				
(a)	Mutual Fund	10,459,261	6.23	10,459,261	6.23
(b)	Foreign Portfolio Investors	19,234,195	11.46	19,234,195	11.46
(c)	Financial Institutions / Banks	82,232	0.05	82,232	0.05
(d)	Foreign Institutional Investors	50,874,615	30.32	50,874,615	30.32
	Sub Total (B)(1)	**80,650,303**	**48.07**	**80,650,303**	**48.07**
2	**Non-Institutions**				
(a)	Individuals	21,038,129	12.54	21,038,129	12.54
(b)	**Any Other – As below:**	**43,012,018**	**25.64**	**43,012,018**	**25.64**
	Trusts	180	0.00	180	0.00
	Foreign Nationals	840,238	0.50	840,238	0.50
	Hindu Undivided Family	437,482	0.26	437,482	0.26
	Non Resident Indians (Non Repatriable)	285,379	0.17	285,379	0.17
	Directors excluding Promoter Directors	5,208,000	3.10	5,208,000	3.10
	Non Resident Indians (Repatriable)	755,534	0.45	755,534	0.45
	Unclaimed Shares	61,160	0.04	61,160	0.04
	Clearing Member	590,987	0.35	590,987	0.35
	Others Bodies Corporate	34,833,058	20.76	34,833,058	20.76
	Sub Total (B)(2)	**64,050,147**	**38.17**	**64,050,147**	**38.17**
	Total Public Shareholding (B)= (B)(1)+(B)(2)	**144,700,450**	**86.24**	**144,700,450**	**86.24**
C	**Total Shareholding (A)+(B)**	**167,786,176**	**100.00**	**167,786,176**	**100.00**

The capital structure and shareholding pattern of the Transferee Company post the Composite Scheme of Amalgamation will remain the same since the entire share capital of the Transferor Companies will be cancelled and no fresh shares will be issued.

10. Some of the other salient features of the proposed Scheme are as follows:

(a) The Scheme will be effective on the date on which certified copies of the orders of the Hon'ble High Court of Karnataka at Bengaluru under Sections 391 to 394 are filed with the Registrar of Company at Bengaluru and last of the dates of all sanctions and approvals as may be required by law.

(b) Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme including in relation to the mode of transfer and vesting, all of the assets, both movable and immovable, tangible and intangible, investments, rights, title and interests comprised in the Undertaking of Transferor Companies shall pursuant to Section 394 of the Act and without any further act or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company so as to become as and from the Appointed Date, the estate, assets, rights, title and interest of the Transferee Company.

(c) Upon coming into effect of the Scheme and with effect from the Appointed Date all secured and unsecured debts, (whether in Rupees or in foreign currency) all liabilities, duties and obligations of the Transferor Companies (hereinafter referred to as the "said Liabilities") shall also be and stand transferred or be deemed to be and stand transferred, without any further act, instrument or deed, to the Transferee Company, pursuant to the provisions of Section 394 of the Act so as to become as and from the Appointed Date the debts, liabilities, duties and obligations of the Transferee Company

(d) All legal and other proceedings pending by or against the Transferor Companies, all contracts, obligations, actions, rights and claims by or against the Transferor Companies will be transferred to the Transferee Company on the Scheme becoming effective and will be enforceable by or against the Transferee Company.

(e) On the Scheme becoming effective, all staff, workmen and employees of the Transferor Companies in service on the Effective Date shall become the staff, workmen and employees of the Transferee Company without any break or interruption in service and on the basis of continuity of service and the terms and conditions of their employment with the Transferee Company on the Effective Date. It is expressly provided that in relation to any labour welfare fund or social security benefits or any other special fund created or existing for the benefit of such employees of the Transferor Companies, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Companies for all purposes whatsoever relating to the administration or operation of such schemes or funds in relation to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds.

(f) Subject to orders being made by the Hon'ble High Court of Karnataka at Bengaluru, the Transferor Companies will be dissolved without winding up.

(g) The Transferee Company shall apply for the consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of the Scheme.

(h) Consequent to the amalgamation, the Transferee Company shall commence and carry on and shall be authorized to carry on the business carried on by the Transferor Companies.

11. The reader is requested to peruse in detail the entire text of the Scheme. As stated *supra* the aforesaid are only the salient features of the Scheme.

12. Post-Amalgamation, the Transferor Companies shall cease to exist. The Transferor Companies are 100% subsidiaries of the Transferee Company. The capital structure and shareholding pattern of the Transferee Company post the Composite Scheme of Amalgamation will remain the same since the entire share capital of the Transferor Companies shall stand cancelled and no fresh shares will be issued.

13. The Directors, Promoters and Key Managerial Personnel (KMP) of the Transferee Company and their respective relatives (as defined under the Companies Act, 2013) may be deemed to be concerned and/or interested in the Scheme only to the extent of their shareholding in the Transferee Company or to the extent the said Directors are common Directors in the companies. Save as aforesaid none of the Directors of Transferee Company have any material interest in the Scheme.

The details of Shareholding of Directors, Promoter and Promoter Group and KMPs in Transferor Companies 1 & 2 and Transferee Company are as follows:

Sl. No.	Name of the Director / Promoter and Promoter Group / KMP	Designation	Number of Shares in Transferor Company No. 1	Number of Shares in Transferor Company No. 2	Number of Shares in Transferee Company as on date of Notice
1.	Krishnakumar Natarajan	Executive Chairman	-	-	8,004,172
2.	Rostow Ravanan	CEO & Managing Director	-	-	1,168,436
3.	N.S. Parthasarathy	COO, President & Executive Director	-	-	2,404,562
4.	Subroto Bagchi	Non-Executive & Non-Independent Director	-	-	5,255,700
5	Susmita Bagchi	Person Acting in Concert	-	-	2,769,300
6	Akila Krishnakumar	Person Acting in Concert	-	-	840,000
7	Sanjay Kumar Panda	Person Acting in Concert	-	-	60,000
8	Seema Ravanan	Person Acting in Concert	-	-	16,072
9	LSO Investment Private Limited (Foreign Promoter Company in which Scott Staples & Kamran Ozair, Promoters whose shareholding is more than 2%)	Foreign Promoter Company	-	-	2,571,984
10	Dr. Albert Hieronimus	Independent Director	-	-	140,000
11	V.G. Siddhartha	Non-Executive Director	-	-	5,028,000
12	Prof. Pankaj Chandra	Independent Director	-	-	40,000
13	Ramesh Ramanathan	Independent Director			40,000
14	Apurva Purohit	Independent Director	-	-	-
15	Manisha Girotra	Independent Director	-	-	-
16	Jagannathan Chakravarthi	Chief Financial Officer	-	-	3,650
17	Vedavalli S	Company Secretary	-	-	

14. There is no likelihood that any shareholder of the Transferee Company would lose or be prejudiced as a result of the Scheme being passed since no sacrifice or waiver is at all being called for from any shareholder, nor are any other rights of any shareholders are sought to be modified in any manner. None of the shareholders of the Transferee Company will lose or be adversely affected or prejudiced in any manner whatsoever as a result of the Scheme. The amalgamation does not in any way cast any additional burden on the shareholders of any of the Companies or any of the classes of shareholders.

15. The statement may also be treated as an explanatory statement under Section 393 of the Companies Act, 1956 and Section 102 of the Companies Act, 2013.

16. No investigation has been instituted or is pending under Sections 210, 213, 214, 215, 216, 217, 219, 220, 224 to 226 of the Companies Act, 2013 against the Transferee Company.

17. The following documents will be open for inspection at the Registered Office of the Transferee Company at Global Village, RVCE Post, Mysore Road, Bengaluru 560 059, on all days of the week except on public holidays, Saturdays and Sundays, till the date of the Court directed meeting, between 10.00 AM and 12.30 PM.

    (a) The Order dated April 21, 2016 of the Hon'ble High Court of Karnataka, Bengaluru convening this meeting.
    (b) The Composite Scheme of Amalgamation.
    (c) Memorandum and Articles of Association of Transferor Companies and the Transferee Company.
    (d) Annual Accounts and Balance Sheet as on March 31, 2015 of the Transferor Companies and the Transferee Company.
    (e) Fairness Opinion dated October 14, 2015.
    (f) Observation Letters received from National Stock Exchange of India Limited and BSE Limited on February 16, 2016 and March 18, 2016 respectively.
    (g) Complaints Report dated December 18, 2015 filed by the Transferee Company.

18. The Composite Scheme of Amalgamation after your approval will be further subject to the approval of the same by the Hon'ble High Court of Karnataka.

Place: Bengaluru
Date: May 10, 2016

Krishnakumar Natarajan
Chairman appointed for the meeting

COMPOSITE SCHEME OF AMALGAMATION
OF

MINDTREE LIMITED
AND
DISCOVERTURE SOLUTIONS L.L.C.
AND
RELATIONAL SOLUTIONS INC

PART I

PRELIMINARY

A. This Composite Scheme of Amalgamation provides for the amalgamation of (i) Discoverture Solutions L.L.C., having its registered office at 16100 North 71st Street, suite 250, Scottsdale, Arizona 85254 (i.e. the "**Transferor Company 1**") and (ii) Relational Solutions Inc, having its registered office at Great Northern Corp Centre III, 25050 Country club Blvd, Suite 105, North Olmsted, Ohio 44070, (i.e. the "**Transferor Company 2**") with Mindtree Limited, having its registered office at Global Village, RVCE Post, Mysore Road, Bangalore 560 059 (i.e. the "**Transferee Company**") pursuant to the relevant provisions of the Companies Act, 1956.

B. Transferor Company 1 and Transferor Company 2 (jointly referred to as the "**Transferor Companies**") are wholly owned subsidiaries of the Transferee Company.

C. The Transferor Company 1 was incorporated on October 1, 2002, as per the provisions of the Arizona Limited Liability Company Act, 1992, ("**ALLC Act**"), Arizona Revised Statutes, Title 29, and Chapter 4. The Transferor Company 1 is involved in the business of providing technology services for property and casualty insurance and healthcare industries.

D. The Transferor Company 2 was incorporated on January 22, 1996, as per the provisions of the General Corporation Law of the State of Ohio, Sections 1701.01 to 1701.99 of the Ohio Revised Code ("**ORC**"). The Transferor Company 2 is involved in the business of providing technology services for consumer products and goods industries.

E. The Transferee Company was incorporated as a private company on August 5, 1999, under the name MindTree Consulting Private Limited as per the provisions of the Companies Act, 1956. Subsequently, MindTree Consulting Private Limited ceased to be a private company and the name of the Transferee Company was changed to MindTree Consulting Limited on November 6, 2006. Subsequently on March 28, 2008, the name of the Transferee Company was changed from MindTree Consulting Limited to Mindtree Limited. The Transferee Company is involved in the business of software and technology related services, product development services, information management services etc.

F. The merger of the Transferor Companies under this Scheme of Amalgamation will be effected as a Scheme under the provisions of the other Applicable Laws and under Sections 391 to 394 of the Companies Act, 1956.

G. Under the laws of the States of Arizona, this transaction will be characterised as a merger of a Arizona Limited Liability Company with and into a foreign company, with the survivor being a foreign company, pursuant to the Arizona Entity Restructuring Act ("**AER Act**"), Title 29, Chapter 6 of the Arizona Revised Statutes, and specifically Article 2 of said Chapter, Arizona Revised Statutes §29-2201 et. seq.

H. Under the laws of the State of Ohio, this transaction will be characterised as a merger of a domestic corporation with and into a foreign parent corporation, with the survivor being a foreign company, pursuant to the Ohio Revised Code Section 1701.80.

I. By this Scheme of Amalgamation it is proposed to amalgamate the Transferor Companies with the Transferee Company, for the purposes of better, efficient and economical management, control and running of the businesses, and for further development and growth of the business of the Transferee Company and for administrative convenience. The proposed amalgamation between the Transferor Companies and the Transferee Company shall result in the following, benefits, amongst others, to both companies, their respective members and creditors.

(i) The amalgamation will enable the Transferee Company to integrate its business operations and provide significant impetus to the growth of the Transferee Company. The consolidation of the activities by way of an amalgamation will lead to synergies of operations and a stronger and wider capital and financial base for future growth/expansion. The combined entity will have a bigger portfolio of services targeted at a wider array of customers, which will strengthen its competitive position in providing IT services /software & technology related services markets. This will also enable the Transferee Company to address newer solutions and services to its customers and to transferor's customers and enhance its marketing capabilities.

(ii) The amalgamation will result in economy of scales and reduction in overheads, administrative, managerial and other expenditure, operational rationalisation, organisational efficiency, and optimal utilisation of various resources.

(iii) The managerial expertise of the Transferor Companies will contribute to the strength of the Transferee Company. Consequently, the Transferee Company will offer a strong financial structure to all creditors including the creditors of the Transferor Companies, facilitate resource mobilisation and achieve better cash flows. This would contribute substantially towards enhancement of shareholder's value of the Transferee Company.

(iv) Duplication of administrative functions will be eliminated together with the multiple record - keeping resulting in reduced expenditure.

(v) This amalgamation will result in a significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Companies and the Transferee Company.

(vi) The banks, creditors and institutions, if any, are not affected by the proposed amalgamation as their security is maintained.

(vii) There shall be impetus and increase in the area of sales, network of the Transferee Company apart from reduction in costs.

(viii) The amalgamation shall result in the combination of manpower of both the companies and a single management structure for the companies.

(ix) The combined managerial and technical expertise would enable the Transferee Company to develop a business model that would be competitive and cogent.

PART II

IN CONSIDERATION OF THE RECIPROCAL PROMISES, THIS SCHEME BETWEEN THE TRANSFEROR COMPANIES AND THE TRANSFEREE COMPANY AND THEIR RESPECTIVE SHAREHOLDERS, CREDITORS (SECURED AND UNSECURED) IS BEING PROPOSED IN ACCORDANCE WITH THE TERMS SET OUT HEREUNDER:

1. DEFINITIONS AND INTERPRETATIONS

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meaning:

1.1 **"Act"** means the Companies Act, 1956, as may be applicable, including any statutory modifications, re-enactments or amendments thereto and shall include the relevant and corresponding sections under the Companies Act, 2013, as and when the same are made applicable before the Effective date of the Scheme.

1.2 **"AER Act"** shall mean Arizona Entity Restructuring Act**,** A.R.S. §29-2201 et seq.

1.3 **"ALLC Act"** shall mean Arizona Limited Liability Company Act, A.R.S. §29-601 et seq.

1.4 "**A.R.S**." means Arizona Revised Statutes.

1.5 "**Appropriate Authorities**" means any governmental, statutory, regulatory, department or public body or authority of the relevant jurisdiction, including, if applicable, Securities and Exchange Board of India, stock exchanges, Registrar of Companies, Courts and other regulatory authorities of the State of Arizona, United States of America, the State of Ohio, United States of America and India in each case.

1.6 "**Appointed Date**" means April 1, 2015.

1.7 "**Applicable Laws**" shall include all applicable:

(i) statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines or policies of any applicable country and/or jurisdiction; and

(ii) judicial, quasi-judicial and/or administrative decisions, interpretations, directions, directives, licenses, permits, judgments, writs, injunctions, arbitral awards, decrees, orders, terms and conditions of governmental or regulatory approvals or agreements with any governmental or regulatory authority.

1.8 "**Effective Date**" means last of the dates specified in Clause 13 of this Scheme.

1.9 "**ORC**" means Ohio Revised Code.

1.10 "**Order**" means the order of the High Court of Karnataka, sanctioning the Composite Scheme of Amalgamation.

1.11 "**Scheme**" or "**The Scheme**" means this Composite Scheme of Amalgamation in its present form as approved by the Board of Directors of the Transferor Companies and Transferee Company subject to such modification(s) made under Clause 12 of this Scheme as the High Court of Karnataka may impose on the Transferee Company and such modifications which the Transferor Companies may deem necessary subject to the approval of the same by the High Court of Karnataka.

1.12 "**Transferee Company"** means Mindtree Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Global Village, RVCE Post, Mysore Road, Bangalore 560 059.

1.13 **"Transferor Company 1"** means Discoverture Solutions L.L.C., an Arizona limited liability company incorporated in the State of Arizona, United States of America, under the Arizona Limited Liability Company Act, Arizona Revised Statutes, Title 29, Chapter 4 and having its place of business at 16100 North 71st Street, suite 250, Scottsdale, Arizona 85254.

1.14 "**Transferor Company 2**" means Relational Solutions Inc, incorporated as per the provisions of the General Corporation Law of the State of Ohio, Sections 1701.01 to 1701.99 of the ORC and having its place of business at Great Northern Corp Centre III, 25050 Country club Blvd, Suite 105, North Olmsted, Ohio 44070.

1.15 **"Undertaking of the Transferor Companies"** means the business of the Transferor Companies and includes:

(a) all the assets of the Transferor Companies as on the Appointed Date;
(b) all liabilties of the Transferor Companies as on the Appointed Date;

Without prejudice to the generality of the above, the Undertaking of the Transferor Companies shall include all rights, privileges, powers and authorities and all property, movable or immovable, real or personal, corporeal or incorporeal of whatsoever nature, in possession or reversion, present or contingent of whatever nature and where so ever situated in the United States of America or overseas, and where so ever situate belonging to or in the ownership, power or possession and/or in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies including in particular, but without being limited to fixed assets, capital work-in-progress, current assets, debts, receivables, investments, software, technologies, belonging to or in the ownership, power or possession and/or in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies, powers, authorities, allotments, approvals, permissions, licenses, consents, exemptions, registrations, statutory licences, no-objection certificates and certifications, contracts, engagements, arrangements, rights, title, interest, quotas, benefits and advantages of whatsoever nature and where so ever situated, liberties, easements, advantages, exemptions, benefits, leases, leasehold rights, licences, tenancy rights, quota rights, permits, approvals, authorisations, right to use and avail of telephones, telexes, facsimile connections & installations, utilities, electricity, power lines, communication lines and other services, reserves, deposits, provisions, funds, benefits of all agreements, subsidies, grants, sales-tax, turnover tax, excise, permits, quotas, rights, entitlements, tenancies, roof rights, brand, all copyrights, trademarks, service marks, know-how, technical know-how, trade names, descriptions, trading style, franchise, labels, label, designs, colour schemes, utility models, holograms, bar codes, designs, patents, copyrights, and other industrial or intellectual property rights of any nature whatsoever and licences in respect thereof, privileges and any rights, title or interest in intellectual property rights, benefits of contracts, agreements and all other rights including lease rights, licenses including those relating to trademarks, or service marks, powers and facilities of every kind, nature and description whatsoever of the Transferor Companies or to which the Transferor Companies is entitled and all the debts, liabilities including contingent liabilities, duties, responsibilities and obligations of Transferor Companies on the Appointed Date and all other obligations of whatsoever kind including liabilities for payment of gratuity, pension benefits, provident fund or compensation in the event of retrenchment and all other interests arising to the Transferor Companies and any accretions or additions thereto after the Appointed Date.

1.16 Reference in the Scheme to **"upon the Scheme becoming effective"** or **"effectiveness of the Scheme"** shall mean the Effective Date.

2. SHARE CAPITAL

2.1 The share capital of the Transferee Company as on September 30, 2015 is as under:

Particulars	Amount in Rs.
Authorised Share Capital	
80,00,00,000 Equity Shares of Rs. 10 each/-	800,00,00,000/-
Issued , Subscribed and Paid up Share Capital	
8,38,35,626 Equity Shares of Rs. 10 each/-	83,83,56,260/-

2.2 The Transferee Company is the sole member of the Transferor Company 1 and owns 100% membership interests in the Transferor Company 1.

2.3 The share capital of the Transferor Company 2 as on September 30, 2015 is as under:

Particulars	Amount in USD
Authorised Share Capital	
1000 Shares of Common Stock	500
Issued , Subscribed and Paid up Share Capital	
1000 Shares of Common Stock	500

2.4 The Transferee Company is the sole shareholder of the Transferor Company 2. The Transferee Company holds 1000 Shares of Common stock representing the 100% of the shareholding of the Transferor Company 2.

3. AMALGAMATION OF COMPANIES

3.1 **TRANSFER AND VESTING OF ASSETS**

3.1.1 Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme including in relation to the mode of transfer and vesting, all of the assets, both movable and immovable, tangible and intangible, investments, rights, title and interests comprised in the Undertaking of Transferor Companies shall pursuant to Section 394 of the Companies Act, 1956 and without any further act or deed be transferred to and vested in the Transferee Company so as to become as and from the Appointed Date, the estate, assets, rights, title and interest of the Transferee Company.

3.1.2 The mode of vesting of assets referred to in Clause 3.1.1 is as under:

3.1.2.1 In respect of such of the said assets as are movable in nature including investments or are otherwise capable of transfer by manual delivery and/or by endorsement and delivery, the same shall be so transferred by the Transferor Companies to the Transferee Company in pursuance of the provisions of this Scheme, Section 394 of the Companies Act, 1956, this Scheme, provisions of A.R.S. §29-2206.A.3 in realtion to Transferor Company 1 and provisions of ORC Section 1701.82(A)(3) in relation to Transferor Company 2 and other Applicable Laws, without requiring any deed or instrument of conveyance for the same and upon such transfer the same shall become the property, estate, assets, rights, title interest and authorities of the Transferee Company.

3.1.2.2 In respect of such of the said assets of the Transferor Companies other than those referred to in Clause 3.1.2.1 above including the immovable assets, the same shall, without any further act, instrument or deed, be and stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company with effect from the Appointed Date pursuant to the provisions of Section 394 of the Companies Act, 1956 and the concerned authorities having jurisdiction over the assets shall endorse and record the name of Transferee Company in its record so as to facilitate the implementation of the Scheme and vesting of the Undertaking of the Transferor Companies in the Transferee Company without hindrance from the Appointed Date. For the avoidance of doubt, it is hereby clarified that all the rights, title and interest of the Transferor Company in any leasehold properties shall pursuant to Section 394 of the Companies Act, 1956 and the provisions of this Scheme and provisions of A.R.S. §29-2206.A.3 in realtion to Transferor Company 1 and provisions of ORC Section 1701.82(A)(3) in relation to Transferor Company 2 and other Applicable Laws, without any further act or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company so as to become as and from the Appointed Date, the right, title and interest of the Transferee Company.

3.1.2.3 In respect of movable assets, other than those specified in Clause 3.1.2.1 above, including all businesses through /with existing sub-brokers / authorised persons /clients and related rights & obligations, undertakings / records / know your customer documents, sundry debtors, outstanding loans, advances recoverable in cash or in kind or for value to be received, bank balances, cash balances and deposits with Government, Semi Government, local and other authorities, bodies and customers, etc., the same shall be so transferred by the Transferor Companies, and shall become the property of the Transferee Company in pursuance of the provisions of Section 394 of the Companies Act, 1956 and provisions of A.R.S. §29-2206.A.3 in realtion to Transferor Company 1 and provisions of ORC Section 1701.82(A)(3) in relation to Transferor Company 2 and other Applicable Laws without requiring any deed or instrument of conveyance for the same and further it shall not be necessary to obtain the consent of any third party or other person, who is a party to any contract or arrangement by virtue of which such debts, loans, advances or deposits have arisen in order to give effect to the provisions of this Clause. The Transferee Company may, if required, give notice in such form as it may deem fit and proper to such person, debtor or depositee that pursuant to the High Court of Karnataka having sanctioned the Scheme, the said person, debtor or depositee should pay the debt, loan or advance or make good the same or hold the same to its account and that the right of the Transferee Company to recover or realise the same is in substitution of the right of the Transferor Companies. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.

3.1.2.4 All patents, copyrights, designs, trademarks, service marks, know-how, technical know-how, trade names, descriptions, trading style, franchise, labels, label designs, colour schemes, utility models, holograms, bar codes, patents, copyrights, and other industrial or intellectual property rights of any nature whatsoever and licenses, privileges in respect thereof, of every kind, nature and description whatsoever of the Transferor Companies or to which the Transferor Companies is entitled or which may accrue to the Transferor Companies shall, pursuant to the provisions of Section 394 of the Companies Act, 1956 and provisions of A.R.S. §29-2206.A.3 in relation to Transferor Company 1 and provisions of ORC Section 1701.82(A)(3) in relation to Transferor Company 2 and other Applicable Laws without any further act, instrument or deed, be and stand transferred to and vested in and or be deemed to have been transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date, all the patents, copyrights, designs, trademarks, service marks, know-how, technical know-how, trade names, descriptions, trading style, franchise, labels, label designs, colour schemes, utility models, holograms, bar codes, patents, copyrights, and industrial or intellectual property rights, licenses and privileges of the Transferee Company and shall remain valid, effective and enforceable by the Transferee Company on the same terms and conditions.

3.1.2.5 All the licenses, permits, quotas, approvals, permissions, incentives, sales tax deferrals, loans, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by and all rights and benefits that have accrued, which may accrue to the Transferor Companies shall, pursuant to the provisions of Section 394 of the Companies Act, 1956 and provisions of A.R.S. §29-2206.A.3 in relation to Transferor Company 1 and provisions of ORC Section 1701.82(A)(3) in relation to Transferor Company 2 and other Applicable Laws without any further act, instrument or deed, be and stand transferred to and vested in and or be deemed to have been transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date the licenses, permits, quotas, approvals, permissions, incentives, sales tax deferrals, loans, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible under law.

3.1.2.6 Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme and receipt of third party consents if necessary, all contracts, deeds, bonds, agreements, arrangements including but not limited to all direct and indirect tax exemptions and/or deferral benefits and/or any other direct or indirect tax benefits and all other instruments of whatsoever nature to which the Transferor Companies are parties or to the benefit of which Transferor Companies may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be and may be enforced as fully and effectually as if, instead of Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto. The Transferee Company shall, wherever and if necessary, enter into and/or issue and/or execute deeds, writings or confirmations, enter into any tripartite arrangements, confirmations or novations to which Transferor Companies will also be a party in order to give formal effect to the provisions of this clause. Similarly, the exemption privilege and benefits under direct and indirect taxes availed/ enjoyed currently by the Transferor Companies shall continue to be available in the hands of the Transferee Company unhindered even after/upon coming into effect of this Scheme.

3.1.2.7 All the profits or incomes accruing or arising to the Transferor Companies, or expenditure or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Companies shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses or taxes of the Transferee Company, as the case may be.

3.1.3 It is clarified that all assets and receivables whether contingent or otherwise of the Transferor Companies as on start of business on the Appointed Date whether provided for or not, in the books of accounts and all other assets or receivables which may accrue or

arise on or after the Appointed Date but which relate to the period up to the Appointed Date shall be the assets and receivables or otherwise as the case may be of the Transferee Company.

3.1.4 The aforesaid transfer/vesting, shall be, subject to the existing validly created charge/mortgage/hypothecation over the said assets or any part of it, provided however, that any reference in any security documents to which the Transferor Companies are parties, to such assets of the Transferor Companies, offered or agreed to be offered as security for any financial assistance both availed and to be availed up to any limit for which sanctions have already been obtained by the Transferor Companies or obligations to the secured creditors of the Transferor Companies shall be construed as references only to the assets pertaining to the Transferor Companies as are vested in the Transferee Company by virtue of the aforesaid Clause 3.1.1 of the Scheme to the end and intent that such security, mortgage and/or charge shall not extend or deemed to extend to any of the assets or to any of the other units or divisions or undertakings of the Transferee Company, unless specifically and in writing agreed to by the Transferee Company with such secured creditors and subject to the consents and approvals of the existing secured creditors of the Transferee Company with such secured creditors and subject to the consents and approvals of the existing secured creditors of the Transferee Company either on *pari passu* basis or otherwise, as may be agreed to by the Transferee Company and the secured creditors. The secured creditors of the Transferee Company shall continue to have a charge over the assets of the Transferee Company and such charge shall not extend to the assets of the Transferor Companies, transferred to the Transferee Company pursuant to the Scheme. In respect of the floating charges created by the Transferor Companies in favour of its lenders for all the movable assets, documents of title to goods, receivables, claims and other current assets that are acquired by the Transferor Companies from the Appointed Date till the Effective Date shall be deemed to be the security and shall be available as security for the loans, cash credits and other working capital facilities, both fund based and non-fund based, which were sanctioned by the lenders of the Transferor Companies, either utilised fully or partly or unutilised by the Transferor Companies, subject to the limits sanctioned by the lenders.

3.2 TRANSFER OF LIABILITIES

Upon coming into effect of the Scheme and with effect from the Appointed Date:

3.2.1 All secured and unsecured debts, (whether in Rupees or in foreign currency) all liabilities, duties and obligations of the Transferor Companies (hereinafter referred to as the "**said Liabilities**") shall also be and stand transferred or be deemed to be and stand transferred, without any further act, instrument or deed, to the Transferee Company, pursuant to the provisions of Section 394 of the Companies Act, 1956 and provisions of A.R.S. §29-2206.A.3 in relation to Transferor Company 1 and provisions of ORC Section 1701.82(A)(3) in relation to Transferor Company 2 and other Applicable Laws so as to become as and from the Appointed Date the debts, liabilities, duties and obligations of the Transferee Company such that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause. Provided always that nothing in this clause shall or is intended to enlarge the security for any loan, deposit or other indebtedness created by the Transferor Companies prior to the Appointed Date which shall be transferred to and be vested in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be required or obliged in any manner to create any further or additional security thereof after the Appointed Date or otherwise. The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, execute deeds of confirmation in favour of the creditors of the Transferor Companies or in favour of any other party to any contract or arrangement to which the Transferor Companies were parties or any writings, as may be necessary, in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.

3.2.2 Any loans or other obligations due between or amongst the Transferor Companies and the Transferee Company shall stand discharged and there shall be no liability or debt in that behalf. It is clarified that all debts, liabilities, duties, responsibilities and obligations of the Transferor Companies as on start of business on the Appointed Date whether provided for or not in the books of accounts and all other liabilities etc which may accrue or arise on or after the Appointed Date but which relates to the period up to the Appointed Date shall be the debts, liabilities, duties and obligations of the Transferee Company.

3.2.3 All the loans advanced and other facilities sanctioned to the Transferor Companies by its bankers/financial institutions prior to the Appointed Date which are partly drawn/utilised shall be deemed to be the loans/advances sanctioned to the Transferee Company and the said loans and advances shall be drawn/utilised either partly or fully by the Transferor Companies from the Appointed Date till the Effective Date and all the loans/advances and/or other facilities so drawn by the Transferor Companies shall on the Effective Date be treated as the advances and loans made available to the Transferee Company and any balance in the said accounts shall be transferred to the Transferee Company and all the obligations of the Transferor Companies under any loan agreement shall be construed as and shall become the obligation of the Transferee Company without any further act or deed on the part of the Transferee Company.

3.2.4 The Transferee Company may at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any Applicable Law or otherwise, execute deeds of confirmation, in favour of the secured creditors of the Transferor Companies or in favour of any other party to any contract or arrangement to which they are a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to implement or carry out all such formalities or compliance referred to above on their part to be carried out or performed.

3.2.5 It is hereby clarified that merely the increase in the size and turnover of the Transferee Company subsequent to this Scheme shall not have the effect of increasing any liability or penalty on the Transferee Company for any matters that arise prior to the Appointed Date.

3.2.6 Upon coming into effect of the Scheme, benefits of all taxes paid including any advance tax and tax deductions right to carry forward and set off unabsorbed losses, unused tax credits, tax deductions and depreciation by the Transferor Companies from the Appointed

Date, regardless of the period to which they relate, shall be deemed to be paid for and on behalf of and to the credit of the Transferee Company as effectively as if the Transferee Company has paid or incurred the same and shall be deemed to be the rights/claims of the Transferee Company.

3.2.7 The existing social security or labour welfare schemes, and pension and / or superannuation fund or trusts created by the Transferor Companies or any other special funds created or existing for the benefit of the employees of the Transferor Companies shall at an appropriate stage be transferred to the relevant funds of the Transferee Company and till such time shall be maintained separately.

3.2.8 The Transferee Company, if necessary shall take steps for suitable alterations in the Memorandum of Association and Articles of Association so as to enable it to implement this Scheme as may be required.

3.3 CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS.

Subject to the other provisions contained in the Scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature to which the Transferor Companies is a party subsisting or having effect immediately before the amalgamation, shall be, in full force and effect, against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectively as if instead of the Transferor Companies, the Transferee Company had been a party thereto. The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmation or enter into any tripartite arrangement, confirmations or novations to which the Transferor Companies will, if necessary, also be party in order to give formal effect to the provisions of this clause, if so required or it becomes necessary.

3.4 TREATMENT OF TAXES PAID BY THE TRANSFEROR COMPANIES:

All taxes, levies, cess etc. (whether direct or indirect) that might have been paid by the Transferor Companies (whether before the Appointed Date or after the Appointed Date) during the period when the merger has not become effective for any tax liability that arises after the Appointed Date shall be deemed to be tax paid by the Transferee Company and credit in respect thereof shall be given to the Transferee Company accordingly.

3.5 TREATMENT OF SCHEME FOR THE PURPOSES OF THE INCOME TAX ACT, 1961

3.5.1 This Scheme has been drawn up to comply and come within the definition and conditions relating to "Amalgamation" as specified under Section 2(1B) and Section 47 of the Income Tax Act, 1961.

3.5.2 If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said sections of the Income Tax Act, 1961, at a later date, including resulting from an amendment of any Applicable Law or for any other reason whatsoever, the Scheme shall stand modified/ amended to the extent determined necessary to comply and come within the definition and conditions relating to “Amalgamation” as specified in the Income Tax Act, 1961. In such an event the clauses which are inconsistent shall be read down or if the need arises be deemed to be deleted and such modification/reading down or deemed deletion shall however not affect the other parts of the Scheme.

3.5.3 Any refund under the tax laws received by or due to the Transferor Companies consequent to any assessments made on the Transferor Companies subsequent to the Appointed Date pertaining to the business transferred and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date, shall also belong to and be received by the Transferee Company.

4. TRANSFER OF EMPLOYEES

On the Effective Date:

4.1 The services of all the employees of the Transferor Companies shall stand transferred to the Transferee Company on the terms and conditions not less beneficial to such employees than those subsisting with reference to the Transferor Companies. The position, rank, and designation of the employees would be decided by the Transferee Company.

4.2 The services of such employees shall not be treated as broken or interrupted for the purposes of bonus, provident fund, gratuity, superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the respective Transferor Companies, as the case maybe.

4.3 Subject to Clause 4.1, the Transferee Company shall have the right to transfer such employees to any unit, division, profit/cost centre or department of the Transferee Company situated anywhere in India or abroad if warranted and as may be deemed necessary from time to time.

4.4 The Transferee Company shall assume all of the rights, obligations, and liabilities of the Transferor Companies in connection with any immigration related matters including any programs, fillings, etc in the United States of America.

4.5 In regard to labour welfare fund or social security benefits or any other special fund created or existing for the benefit of such employees of the Transferor Companies, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Companies for all purposes whatsoever relating to the administration or operation of such schemes or funds in relation to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Companies in relation to such schemes or funds shall become those of the Transferee Company and if necessary the names of the aforesaid funds or schemes will be suitably changed. It is clarified that the services of the employees of the Transferor Companies will be treated as having been continuous for the purpose of the aforesaid schemes, fund, trusts, etc. In the event that

the trustees/funds are constituted as holders of any securities, trust funds of trust monies, in relation to any provident fund trust, gratuity trust or superannuation trust of the Transferor Companies, such funds/securities/ monies shall be transferred by such funds/ trustees of the trusts of the Transferor Companies to such funds/trustees of the trusts of the Transferee Company as may be existing or set up for the same purpose and object and such transfer shall be deemed to be a transfer of trust property from one set of trustees to another set of trustees in accordance with the provisions of the Applicable Laws and relevant stamp legislation as applicable. In such case, appropriate Deed(s) of Trust and/or documents for transfer of trust properties shall be executed simultaneously upon the sanction of the Scheme in accordance with the terms hereof by the trustees in favour of the trusts of the Transferee Company so as to continue the benefits of the employees. For this purpose such funds or schemes of the Transferor Companies may be continued and/or amalgamated with and/or transferred to the similar funds/schemes of the Transferee Company, if the Transferee Company considers so desirable or deemed fit for the smooth administration, management, operation and uniformity of such funds/schemes so however, that such funds/schemes do not become less favourable to the employees of the Transferor Companies with reference to those on the date preceding the Effective Date. The trustees including the Board of Directors of the Transferee Company shall be entitled to adopt such course in this regard as may be advised provided however that there shall be no discontinuation or breakage in the service of the employees of the Transferor Companies.

4.6 It is clarified that with regard to such employees of the Transferor Companies who have ceased to be the employees of the Transferor Companies on account of reasons other than any disciplinary action that may have been taken against such employees by the Transferor Companies, from the Appointed Date, the Transferee Company shall assume all the responsibilities and obligations of the Transferor Companies towards such employees until the said responsibilities and obligations stand duly discharged in law.

5. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

5.1 With effect from the Appointed Date and upto and including the Effective Date:

5.1.1 the Transferor Companies shall be deemed to have been carrying on and shall carry on all their business(es) and activity(ies) and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all of the assets of the Transferor Companies for and on account of and in trust for the Transferee Company. The Transferor Companies hereby undertake to hold the said assets with utmost prudence until the Effective Date.

5.1.2 the Transferor Companies shall carry on their business and activities with reasonable diligence, business prudence in the ordinary course of business and shall not (without the prior written consent of the Transferee Company) alienate, charge, mortgage, encumber or otherwise deal with or dispose off any of its units/undertakings or any part thereof except pursuant to any pre-existing obligation undertaken by the Transferor Companies prior to the Appointed Date.

5.1.3 all the profits or income accruing to the Transferor Companies or expenditure or losses arising or incurred or suffered by Transferor Companies shall pursuant to coming into effect of the Scheme for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure, as the case may be, of the Transferee Company.

5.2 Save as provided for in this Scheme, the Transferor Companies shall not make any change in their capital structure either by any increase (*by fresh issue of equity shares whether by way of public issue, private placement, on a rights basis, or issuance of bonus shares, convertible debentures or otherwise*), decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner which may, in any way, affect the operation of the Scheme, except by mutual consent of the respective Boards of Directors of the Transferor Companies and Transferee Company.

5.3 The Transferor Companies shall also be entitled, pending the sanction of the Scheme, to apply to the Appropriate Authority, as are necessary for such consents, approvals and sanctions which the Transferee Company may require.

5.4 The Transferee Company shall carry on the business of the Transferor Companies after the Effective Date.

6 CONCLUDED MATTERS

The transfer and vesting of the assets and the liabilities in the Transferee Company and the continuance of contracts or proceedings by or against the Transferee Company as provided in this Scheme shall not affect any contract or proceedings relating to the assets and the liabilities, fully performed and completed by the Transferor Companies before the Appointed Date and the Transferee Company accepts and adopts all such acts, deeds, matters and things done and or executed by the Transferor Companies in this regard.

7 DISOLUTION OF THE TRANSFEROR COMPANY

7.1 On the Scheme becoming effective, Transferor Company 1 shall stand dissolved without being wound up pursuant to the provisions of the AER Act, A.R.S. §29-2206.A.2 and Transferor Company 2 shall stand dissolved without being wound up pursuant to the provisions of the ORC Section 1701.82(A)(1).

7.2 The Transferor Company 1 shall be required to file all necessary documents including those set out in A.R.S. §29-2202 of the AER Act with the Arizona Corporation Commission along with this Scheme and corporate resolution of the Transferor Company 1 and the Transferor Company 1 will be stuck off the register maintained by the Arizona Corporation Commission effective the date of the merger under the laws of India.

7.3 The Transferor Company 2 shall be required to file all necessary documents including those set out in ORC Section 1701.92 with the Secretary of State of Ohio along with this Scheme and corporate resolution of the Transferor Company 2 and the Transferor Company 2 will be stuck off the register maintained by the Secretary of State of Ohio effective the date of the merger under the laws of India.

8 CONSIDERATION BY THE TRANSFEREE COMPANY

8.1 The Transferor Companies are wholly owned subsidiaries of the Transferee Company and the entire share capital of Transferor Companies are held by the Transferee Company. The Transferor Companies undertake not to effect any change in their share capital till this Scheme comes into effect. Upon the coming into effect of this Scheme, the investment made by the Transferee Company in the share capital of the Transferor Companies shall stand cancelled and no shares shall be issued by the Transferee Company to the shareholder of the Transferor Companies, without there being any further act or deed in furtherance thereof.

8.2 Upon the Scheme becoming effective, the entire share capital of the Transferor Companies shall be cancelled and extinguished.

9 ACCOUNTING TREATMENT

9.1 The Transferee Company shall, upon the Scheme becoming operative, record the assets and liabilities of the Transferor Companies vested in it pursuant to this Scheme, at the respective book value in accordance with the applicable accounting standards.

9.2 The investments made in the share capital of the Transferor Companies by Transferee Company will stand cancelled.

Upon the Scheme becoming effective, any goodwill arising out of amalgamation, shall be treated in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under Section 133 of the Companies Act, 2013 read with Rule 7 of the Companies (Accounts) Rules, 2014.

10 PENDING LEGAL PROCEEDINGS

If any suit, appeal or other proceeding of whatever nature by or against Transferor Companies be pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the amalgamation by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies as if this Scheme had not been made. Therefore, upon this Scheme coming into effect, all legal actions, suits, writs or other proceedings by or against the Transferor Companies pending and/or arising on or before the Effective Date shall be continued and be enforced by or against the Transferee Company, as the case may be, as effectually as if the same had been pending and/or arising by or against the Transferee Company.

11 APPLICATION TO THE HONOURABLE HIGH COURT OF KARNATAKA AND OTHER APPLICABLE AUTHORITIES

11.1 The Transferee Company shall, with all reasonable dispatch, make application to the High Court of Karnataka where the registered office of the Transferee Company is situated, for sanctioning this Scheme under Section 391 to 394 of the Companies Act, 1956 for an Order or Orders thereof sanctioning this Scheme and for carrying this Scheme into effect.

11.2 The Transferor Company 1 shall initiate and pursue all actions necessary under the ALLC Act, the AER Act and provisions of any other Applicable Law under the State of Arizona, United States of America for sanctioning of the Scheme and obtain all such approvals if any, as may be required under the relevant Applicable Laws, including the AER Act, A.R.S. §29-2201 et seq.

11.3 The Transferor Company 2 shall initiate and pursue all actions necessary under the General Corporation Law of the State of Ohio and provisions of any other Applicable Law under the State of Ohio, United States of America for sanctioning of the Scheme and obtain all such approvals if any, as may be required under the relevant Applicable Laws, including the General Corporation Law of the State of Ohio.

12 MODIFICATIONS/AMENDMENTS TO THE SCHEME

12.1 The Transferor Companies and Transferee Company by their respective Boards of Directors may make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the court or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. The Transferor Companies and Transferee Company by their respective Boards of Directors shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

12.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate(s)/ representative(s) of the Transferee Company may give and are hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

13 SCHEME CONDITIONAL ON APPROVALS/SANCTIONS

13.1 The Scheme is condition on and subject to:

13.1.1 Approval of the Scheme by the requisite majority of the members, creditors and such class of persons of the Transferee Company as may be directed by the High Court of Karnataka on applications made for directions under section 391 of the Companies Act, 1956.

13.1.2 Approval of the Scheme by the Board of Directors or of the member(s) of the Transferor Company 1 as may be prescribed under the applicable provisions of the ALLC Act, the AER Act and all other Applicable Laws.

13.1.3 Approval of the Scheme by the Board of Directors or of the member(s) of the Transferor Company 2 as may be prescribed under the applicable provisions of the ORC and all other Applicable Laws

13.1.4 Sanctions and Orders under the provisions of Section 391 read with Section 394 of the Companies Act, 1956 being obtained by the Transferee Company from the High Court of Karnataka.

13.1.5 All other sanctions and approvals as may be required by any Applicable Law in respect of this Scheme being obtained.

13.2 It is clarified that the provisions of paragraph 5.16 (a) introduced through circular bearing no CIR/CFD/DIL/8/2013 dated May 21, 2013 as an amendment to the circular bearing no CIR/CFD/DIL/5/2013 dated February 4, 2013 issued by the Securities and Exchange Board of India shall not be applicable to this Scheme.

13.3 This Scheme, although to come into operation from the Appointed Date, shall not become effective until the last of the following dates, namely:

13.3.1 That on which the last of the aforesaid consents, approvals, permissions, resolutions, assignments and orders as mentioned in Clause 13.1 shall be obtained or passed.

13.3.2 That on which all necessary certified copies of Orders under Sections 391 and 394 of the Companies Act, 1956 shall be duly filed with the Registrar of Companies, Karnataka and such other Appropriate Authority located in the State of Arizona and the State of Ohio, United States of America, if so required.

The last of such dates shall be the "**Effective Date**" for the purpose of this Scheme.

14 OPERATIVE DATE OF THE SCHEME

It is clarified that the Scheme shall become effective from the Effective Date however it shall be operative from the Appointed Date.

15 COSTS

15.1 All costs, charges and expenses including stamp duty and registration fee of any deed, document, instrument or court's order including this Scheme or in relation to or in connection with negotiations leading upto the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of arrangement in pursuance of this Scheme shall be borne and paid by the Transferee Company.

16. **EFFECT OF NON RECEIPT OF APPROVAL/SANCTION**

In the event of any of the said sanctions and approvals referred to in Clause 13 above not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the High Court of Karnataka and/or Order or Orders not being passed as aforesaid before or within such further period or periods as may be agreed upon between the Boards of Directors of the Transferor Companies and the Transferee Company (who are hereby empowered and authorised to agree to and extend the aforesaid period from time to time without any limitations in exercise of their powers through and by their respective delegate(s)) or for any other reason this Scheme cannot be made effective, this Scheme shall stand revoked, cancelled, be of no effect and be null and void. No rights and liabilities shall accrue to or be incurred inter-se by the parties in terms of the Scheme, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as may otherwise arise in law. Further the Boards of Directors of the Transferor Companies and Transferee Company shall be entitled to revoke, cancel and declare the Scheme to be of no effect if such Boards are of view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn up Orders with any authority could have serious financial implication on the Transferor Companies and/or the Transferee Company or any of the aforesaid companies. And in case of any of the aforesaid events, each party shall bear their respective costs, charges and expenses in connection with this Scheme.

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Submitted to

Mindtree Limited

FAIRNESS OPINION REPORT

On Composite Scheme of Amalgamation of

MINDTREE LIMITED

AND

DISCOVERTURE SOLUTIONS L.L.C.

AND

RELATIONAL SOLUTIONS INC

BY

M/s SPA CAPITAL ADVISORS LTD.

25, C-Block, Community Centre,

Janak Puri, New Delhi.

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Website: www.spacapital.com

*"Everything we hear is an **opinion**, not a fact. Everything we see is a perspective, not the truth."*

October 14, 2015

To,

The Board of Directors,
Mindtree Limited,
Global Village, RVCE Post,
Mysore Road, Bangalore-560059.

RE: Fairness Opinion on Composite Scheme of Amalgamation of Mindtree Limited, Discoverture Solutions L.L.C. and Relational Solutions Inc.

PURPOSE

We have been engaged to give fairness opinion on the "Composite Scheme of Amalgamation" of (i) Discoverture Solutions L.L.C., having its registered office at 16100 North 71st Street, suite 250, Scottsdale, Arizona 85254 (i.e. the "Transferor Company 1") and (ii) Relational Solutions Inc, having its registered office at Great Northern Corp Centre III, 25050 Country club Blvd, Suite 105, North Olmsted, Ohio 44070, (i.e. the "Transferor Company 2") (herein after jointly referred as "Transferor companies") with Mindtree Limited, having its registered office at Global Village, RVCE Post, Mysore Road, Bangalore 560 059 (i.e. the "Transferee Company") pursuant to the relevant provisions of the Companies Act, 1956.

This Fairness opinion report is required as per clause 24 (h) of listing agreement.

BACKGROUND

- The Transferor Company 1 was incorporated on October 1, 2002, as per the provisions of the Arizona Limited Liability Company Act, 1992, ("**ALLC Act**"), Arizona Revised Statutes, Title 29, and Chapter 4. The Transferor Company 1 is

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involved in the business of IT Services since 2002. It specializes in technology services for property and casualty insurance and healthcare industries.

- The Transferor Company 2 was incorporated on January 22, 1996, as per the provisions of the General Corporation Law of the State of Ohio, Sections 1701.01 to 1701.99 of the Ohio Revised Code ("**ORC**"). The Transferor Company 2 is involved in the business of IT Services since 1996. It specializes in technology services for consumer products and goods industries.

- The Transferee Company was incorporated as a private company on August 5, 1999, under the name MindTree Consulting Private Limited as per the provisions of the Companies Act, 1956. Subsequently, MindTree Consulting Private Limited ceased to be a private company and the name of the Transferee Company was changed to MindTree Consulting Limited on November 6, 2006. Subsequently on March 28, 2008, the name of the Transferee Company was changed from MindTree Consulting Limited to Mindtree Limited. The Transferee Company is involved in the business of software and technology.

The share capital of the Transferee Company as on March 31, 2015 is as under:

Particulars	**Amount in Rs.**
Authorised Share Capital	
80,00,00,000 Equity Shares of Rs. 10 each/-	800,00,00,000/-
Issued , Subscribed and Paid up Share Capital	
8,37,32,372 Equity Shares of Rs. 10 each/-	83,73,23,720/-

The Transferee Company is the sole member of the Transferor Company 1 and owns 100% membership interests in the Transferor Company 1.

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The Transferee Company is the sole shareholder of the Transferor Company 2 and owns 100% of the shareholding in the Transferor Company 2.

TRANSACTION

We understand that the merger of the Transferor Companies under this Scheme of Amalgamation will be effected as a Scheme under the provisions of the other Applicable Laws and under Sections 391 to 394 of the Companies Act, 1956.

By this Scheme of Amalgamation it is proposed to amalgamate the Transferor Companies with the Transferee Company, for the purposes of better, efficient and economical management, control and running of the businesses, and for further development and growth of the business of the Transferee Company and for administrative convenience. The proposed amalgamation between the Transferor Companies and the Transferee Company shall result in the following, benefits, amongst others, to both companies, their respective members and creditors.

(i) The amalgamation will enable the Transferee Company to integrate its business operations and provide significant impetus to the growth of the Transferee Company. The consolidation of the activities by way of an amalgamation will lead to synergies of operations and a stronger and wider capital and financial base for future growth/expansion. The combined entity will have a bigger portfolio of services targeted at a wider array of customers, which will strengthen its competitive position in providing IT services /software & technology related services markets This will also enable the Transferee Company to address newer solutions

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and services to its customers and to transferor's customers and enhance its marketing capabilities.

(ii) The amalgamation will result in economy of scales and reduction in overheads, administrative, managerial and other expenditure, operational rationalisation, organisational efficiency, and optimal utilisation of various resources.

(iii) The managerial expertise of the Transferor Companies will contribute to the strength of the Transferee Company. Consequently, the Transferee Company will offer a strong financial structure to all creditors including the creditors of the Transferor Companies, facilitate resource mobilisation and achieve better cash flows. This would contribute substantially towards enhancement of shareholder's value of the Transferee Company.

(iv) Duplication of administrative functions will be eliminated together with the multiple record - keeping resulting in reduced expenditure.

(v) This amalgamation will result in a significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Companies and the Transferee Company.

(vi) The banks, creditors and institutions, if any, are not affected by the proposed amalgamation as their security is maintained.

(vii) There shall be impetus and increase in the area of sales, network of the Transferee Company apart from reduction in costs.

(viii) The amalgamation shall result in the combination of manpower of both the companies and a single management structure for the companies.

(ix) The combined managerial and technical expertise would enable the Transferee Company to develop a business model that would be competitive and cogent.

SPA Capital Advisors Limited New Delhi

VALUATION REPORT

In the proposed Scheme of Arrangement, the entire equity share capital of Transferor Companies held by Transferee Company will be cancelled and there shall not be any change in the shareholding pattern of Transferee Company, As per the provisions of SEBI Circular Number CIR/CFD/DIL/8/2013dated May 21, 2013, a valuation report from independent valuer is not required in such cases where there is no change in the shareholding pattern of the listed company.

CONCLUSION

Pursuant to the Composite Scheme of Amalgamation, Membership interest in Discoverture Solutions L.L.C., and shares in Relational Solutions Inc, will be cancelled and Mindtree Limited shall not be required to issue and / allot any shares to the members of Transferor companies.

Therefore, On the basis of information and explanation provided to us, in our opinion the scheme of amalgamation and arrangement is fair and reasonable to the holders of equity shares of Mindtree.

Disclaimer: *The Final Report has been prepared for the internal and exclusive use of the Board of Directors of Mindtree Limited (the "Board of Directors") in support of the decisions to be taken by it. Therefore, the Final Report may not be disclosed, in whole or in part, to any third party or used for any purpose whatsoever other than those indicated in the Engagement and in the Final Report itself, provided that the Final Report may be transmitted to the experts appointed in compliance with the law and its content may be disclosed publicly where required by regulations of the Indian authorities. Any other use, in whole or in part, of the Final Report will have to be previously agreed and authorised in writing by SPA Capital Advisors Limited*

SPA Capital Advisors Limited New Delhi

(SPA). In preparing the Final Report, SPA has relied upon and assumed, without independent verification, the truthfulness, accuracy and completeness of the information and the financial data provided by Mindtree Limited. SPA has therefore relied upon all specific information as received and declines any responsibility should the results presented be affected by the lack of completeness or truthfulness of such information. Publicly available information deemed relevant for the purpose of the analyses contained in the Final Report has also been used. Therefore the Final Report is based on: (i) our interpretation of the information which Mindtree Limited, as well as their representatives and advisers, have supplied to us to date; (ii) our understanding of the terms upon which Mindtree Limited intends to consummate the Transaction (iii) the assumption that the Transaction will be consummated in accordance with the expected terms and within the expected time periods. The Final Report and the Opinion concern exclusively for the purpose of proposed amalgamation and do not constitute an opinion by SPA as to the absolute value of the shares of Mindtree Limited.

For SPA Capital Advisors Limited.

(Sourabh Garg)
Vice President

SPA Capital Advisors Limited New Delhi

(Khushboo Tanwar)
Manager

Mindtree
Welcome to possible

Registered Office Address: Mindtree Ltd.
Global Village, RVCE Post, Mysore Road,
Bengaluru-560059, Karnataka, India.
Corporate Identity Number (CIN): L72200KA1999PLC025564
E-mail: info@mindtree.com

Ref: MT/STAT/CS/15-16/143

Dec 18, 2015

Bombay Stock Exchange Limited
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai 400 001
BSE: fax: 022 2272 3121/2041/ 61
Phone: 022-22721233/4
email: corp.relations@bseindia.com

National Stock Exchange of India Limited
Exchange Plaza, Bandra Kurla Complex,
Bandra East, Mumbai 400 051
NSE: fax: 022 2659 8237 / 38
Phone: (022) 2659 8235 / 36
email: cmlist@nse.co.in

Dear Sirs,

Kind Attention: Mr. Gopala Krishna and Mr. Hari

Subject: Investor Compliant report pursuant to the application under Clause 24(f) of the Listing agreement

Ref: Our application dated October 20, 2015 vide MT/STAT/CS/15-16/110 with NSE

Ref: Our application dated October 20, 2015 vide MT/STAT/CS/15-16/111 with BSE

With regard to the above referenced applications under clause 24(f) of the Listing agreement for the Composite Scheme of Amalgamation of Discoverture Solutions LLC (Transferor Company 1) and Relational Solutions Inc. (Transferor Company 2) with Mindtree Limited (Transferee Company) and pursuant to SEBI circular no. CIR/CFD/DIL/5/2013 dated February 4, 2013. We wish to confirm the following;

1. The Exchanges both NSE and BSE have updated our application on Nov 6, 2015 and Nov 26, 2015 respectively, on their websites. In accordance with the Clause 5.15 of the SEBI circular no. CIR/CFD/DIL/5/2013 dated February 4, 2013, we hereby submit Complaint report in Annexure A on the complaints received objecting the aforesaid Scheme.

2. None of the exchanges have forwarded any complaints on the aforementioned draft Composite Scheme of Amalgamation.

Please find enclosed compliant report in Annexure A indicating NIL complaints received on the Composite Scheme of Amalgamation of Discoverture Solutions LLC (Transferor Company 1) and Relational Solutions Inc. (Transferor Company 2) with Mindtree Limited (Transferee Company) submitted with the application referenced above.

The complaint report in Annexure A enclosed herewith, is also being uploaded on the Company's website at www.mindtree.com/investors as required under clause 5.11 of the aforementioned SEBI Circular.

Should you have any further queries, please reach out to us.

Thanking you,
Sincerely,

For **Mindtree Limited**

Vedavalli S
Company Secretary

MINDTREE LIMITED ★ BENGALURU ★

Mindtree Ltd.
Global Village
RVCE Post, Mysore Road
Bengaluru - 560059

T + 91 80 6706 4000
F + 91 80 6706 4100
W www.mindtree.com

Mindtree
Welcome to possible

Registered Office Address: Mindtree Ltd.
Global Village, RVCE Post, Mysore Road,
Bengaluru-560059, Karnataka, India.
Corporate Identity Number (CIN): L72200KA1999PLC025564
E-mail: info@mindtree.com

Annexure A

COMPLAINT REPORT

Part A

Sl No.	Particulars	Number
1	Number of Complaints received by the Company	**Nil**
2	Number of Complaints forwarded by Stock Exchange	**Nil**
3	Total number of Complaints/ Comments received	**Nil**
4	Number of complaints resolved	**Nil**
5	Number of complaints pending	**Nil**

Part B

Sl No.	Name of Complainant	Date of Complaint	Status Resolved/ Pending
1	NA	NA	NA

For Mindtree Limited

Vedavalli S
Company Secretary

Date: Dec 18, 2015
Place: Bengaluru

MINDTREE LIMITED ★ BENGALURU ★

Mindtree Ltd.
Global Village
RVCE Post, Mysore Road
Bengaluru - 560059

T + 91 80 6706 4000
F + 91 80 6706 4100
W www.mindtree.com

DCS/AMAL/MN/IP/336/2015-16
March 18, 2016

The Company Secretary
Mindtree Limited.
Global Village, RVCE Post,
Mysore Road ,Bangalore ,
Karnataka ,560059.

Sub: Observation letter regarding the Draft Scheme of Arrangement between Mindtree Limited and Discoverture Solutions LLC and Relational Solutions Inc.

We are in receipt of Draft Scheme of Arrangement between Mindtree Limited and Discoverture Solutions LLC and Relational Solutions Inc.

As required under SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013 & SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013; SEBI vide its letter dated March 17, 2016 has inter alia given the following comment(s) on the draft scheme of arrangement:

- ***"Company shall duly comply with various provisions of the Circulars."***

Accordingly, based on aforesaid comment offered by SEBI, the company is hereby advised:

- To duly comply with various provisions of the circulars.

In light of the above, we hereby advise that we have no adverse observations with limited reference to those matters having a bearing on listing/de-listing/continuous listing requirements within the provisions of Listing Agreement, so as to enable the company to file the scheme with Hon'ble High Court.

Further, pursuant to the above SEBI circulars, upon sanction of the Scheme by the Hon'ble High Court, the listed company shall submit to the stock exchange the following:

a. Copy of the High Court approved Scheme;
b. Result of voting by shareholders for approving the Scheme;
c. Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme;
d. Copy of the observation letter issued by all the Stock Exchanges where Company is listed.
e. Status of compliance with the Observation Letter/s of the stock exchanges;
f. The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
g. Complaints Report as per Annexure II of this Circular.
h. Any other document/disclosure as informed by the Exchange.

The Exchange reserves its right to withdraw its 'No adverse observation' at any stage if the information submitted to the Exchange is found to be incomplete / incorrect / misleading / false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/Regulations issued by statutory authorities.

Please note that the aforesaid observations does not preclude the Company from complying with any other requirements.

Yours faithfully,

Nitin Pujari
Manager

NATIONAL STOCK EXCHANGE OF INDIA LIMITED

NIFTY 50 Stock of the nation

Ref: NSE/LIST/61510 February 16, 2016

The Company Secretary
MindTree Limited
Global Village,
RVCE Post,
Mysore Road
Bangalore - 560059

Kind Attn.: Ms. Vedavalli S

Dear Madam,

Sub: Observation letter for draft Composite Scheme of Amalgamation of Mindtree Limited and Discoverture Solutions L.L.C and Relational Solutions Inc.

This has reference to draft Composite Scheme of Amalgamation of Mindtree Limited and Discoverture Solutions L.L.C and Relational Solutions Inc submitted to NSE vide your letter dated October 20, 2015.

Based on our letter reference no Ref: NSE/LIST/54758 submitted to SEBI and pursuant to SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013 and SEBI Circular no. CIR/CFD/DIL/8/2013 dated May 21, 2013, SEBI has vide letter dated February 12, 2016, has given following comments on the draft Scheme of Arrangement:

"The Company shall duly comply with various provisions of the Circulars."

We hereby convey our 'No-objection' with limited reference to those matters having a bearing on listing/ delisting/ continuous listing requirements within the provisions of the Listing Agreement, so as to enable the Companies to file the Scheme with Hon'ble High Court.

However, the Exchange reserves its rights to raise objections at any stage if the information submitted to the Exchange is found to be incomplete/ incorrect/ misleading/ false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines / Regulations issued by statutory authorities.

The validity of this "Observation Letter" shall be six months from February 16, 2016, within which the Scheme shall be submitted to the Hon'ble High Court. Further pursuant to the above cited SEBI circulars upon sanction of the Scheme by the Hon'ble High Court, you shall submit to NSE the following:

a. Copy of Scheme as approved by the High Court;
b. Result of voting by shareholders for approving the Scheme;
c. Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme
d. Status of compliance with the Observation Letter/s of the stock exchanges
e. The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
f. Complaints Report as per Annexure II of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013.

Yours faithfully,
For National Stock Exchange of India Limited

Samir Naringrekar
Manager

P.S. Checklist for all the Further Issues is available on website of the exchange at the following URL http://www.nseindia.com/corporates/content/further_issues.htm

This Document is Digitally Signed

Signer : Samir Naringrekar
Date: Tue, Feb 16, 2016 17:01:32 GMT+05:30
Location: NSE

IN THE HIGH COURT OF KARNATAKA AT BENGALURU
(ORIGINAL JURISDICTION)
IN THE MATTER OF SECTION 391 TO 394 OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF COMPOSITE SCHEME OF AMALGAMATION OF
DISCOVERTURE SOLUTIONS L.L.C.
AND
RELATIONAL SOLUTIONS INC
WITH
MINDTREE LIMITED
COMPANY APPLICATION NO.173 OF 2016

MINDTREE LIMITED
Company incorporated under the provisions
of the Companies Act, 1956 and having
its Registered Office at Global Village,
RVCE Post, Mysore Road, Bengaluru 560 059.

PROXY FORM

[Pursuant to section 105(6) of the Companies Act, 2013 and rule 19(3) of the Companies (Management and Administration) Rules, 2014]

Name of the member (s) :
Registered Address :
Email ID :
Folio/Client ID :
DP ID :
No. of Shares held :

I /We_____, being the member of Mindtree Limited, hereby appoint

Name: _____ Email:_____

Address: _____

_____ Signature: _____,or failing him/her

Name: _____ Email:_____

Address: _____

_____ Signature: _____,or failing him/her

Name: _____ Email:_____

Address: _____

_____ Signature: _____

as my / our proxy, to act for me/ us at the Court Convened Meeting of the Shareholders of the Company to be held on Tuesday, June 14, 2016 at 12.00 PM at The Capitol Hotel, No. 3, Raj Bhavan Road, Opp. General Post Office, Bengaluru 560 001, Karnataka, for the purpose of considering, and if thought fit, approving, with or without modification(s), the Composite Scheme of Amalgamation of Discoverture Solutions L.L.C ("the Transferor Company 1") and Relational Solutions Inc. ("the Transferor Company 2") with Mindtree Limited ("Transferee Company") under Sections 391 to 394 of the Companies Act, 1956 (hereinafter referred to as 'Scheme') and such other applicable provisions of Companies Act, 1956 and Companies Act, 2013, if any, at such meeting and any adjournment or adjournments thereof, to vote, for me/us and in my/our name(s).....(here, if for, insert 'FOR', or if against, insert 'AGAINST' and in the latter case strike out the words 'EITHER WITH OR WITHOUT MODIFICATIONS') the said amalgamation embodied in the Scheme and the resolution, either with or without modification(s)*, as my/our proxy may approve.

*strike out whatever is not applicable

Signed this_____ day of _____2016

Signature of Shareholder(s)

Affix
Rs. 1
Stamp

Sole/ First holder_____

Second holder_____

Third holder_____

Signature of Proxy_____

IMPORTANT NOTES:

1. This form in order to be effective should be duly completed and deposited at the Registered Office of the Company at Global Village, RVCE Post, Mysore Road, Bengaluru 560 059, Karnataka, India, not less than 48 hours before the commencement of the Meeting.
2. A person can act as a proxy on behalf of members not exceeding fifty (50) and holding in the aggregate not more than ten percent (10%) of the total share capital of the Company. In case a proxy is proposed to be appointed by a Member holding more than 10% of the total share capital of the Company carrying voting rights, then such proxy shall not act as a proxy for any other person or Member.
3. Those Members who have multiple folios with different joint holders may use copies of this Proxy Form.
4. In case of multiple proxies, the proxy received later in time shall be accepted.
5. Alterations, if any, in the Form of Proxy should be initialed.

Mindtree

Welcome to possible

Mindtree Limited

(CIN): L72200KA1999PLC025564
Registered Office: Global Village, RVCE Post, Mysore Road, Bengaluru 560 059, India.
Phone: + 91 80 6706 4000 | Fax: + 91 80 6706 4100 | E-mail: investors@mindtree.com | Website: www.mindtree.com

ATTENDANCE SLIP

[COURT CONVENED MEETING OF SHAREHOLDERS SCHEDULED ON TUESDAY, JUNE 14, 2016 AT 12.00 PM]

Registered Folio No. / DP ID No./ Client ID No.:	
Name and Address of the Shareholder/ Proxy holders/ Authorised Representative	
No. of Shares held	

1) I/We hereby record my presence at the court convened meeting of the Shareholders of the Company at The Capitol Hotel, No. 3, Raj Bhavan Road, Opp. General Post Office, Bengaluru 560 001, Karnataka, on Tuesday, June 14, 2016 at 12.00 PM pursuant to the Order dated April 21, 2016 of the Hon'ble High Court of Karnataka and if thought fit to approve the Composite Scheme of Amalgamation of Discoverture Solutions L.L.C ("the Transferor Company 1") and Relational Solutions Inc. ("the Transferor Company 2") with Mindtree Limited "(Transferee Company").

2) Signature of the Shareholder/Proxy / Authorised Representative Present

---

NOTE:
Shareholder/Authorised Representative/Proxy holder wishing to attend the meeting must bring the Attendance Slip to the meeting and handover at the entrance duly signed.

Mindtree

Welcome to possible

Mindtree Limited

(CIN): L72200KA1999PLC025564
Registered Office: Global Village, RVCE Post, Mysore Road, Bengaluru 560 059, India.
Phone: + 91 80 6706 4000 | Fax: + 91 80 6706 4100 | E-mail: investors@mindtree.com | Website: www.mindtree.com

NOTICE TO THE UNSECURED CREDITORS OF MINDTREE LIMITED

COURT CONVENED MEETING OF THE UNSECURED CREDITORS
Day : Tuesday Date : June 14, 2016 Time : 10.00 AM Venue : The Capitol Hotel, No. 3, Raj Bhavan Road, Opp. General Post Office, Bengaluru 560 001

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Composite Scheme of Amalgamation of Discoverture Solutions L.L.C and Relational Solutions Inc. with Mindtree Limited under Section 391 to 394 of Companies Act, 1956	10
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IN THE HIGH COURT OF KARNATAKA AT BENGALURU
(ORIGINAL JURISDICTION)
IN THE MATTER OF SECTION 391 TO 394 OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF COMPOSITE SCHEME OF AMALGAMATION OF
DISCOVERTURE SOLUTIONS L.L.C.
AND
RELATIONAL SOLUTIONS INC
WITH
MINDTREE LIMITED

COMPANY APPLICATION NO.173 OF 2016

NOTICE CONVENING THE MEETING OF UNSECURED CREDITORS OF MINDTREE LIMITED, THE APPLICANT COMPANY

To,
Unsecured Creditors of

MINDTREE LIMITED ("the Applicant Company or Mindtree Limited or Mindtree or Transferee Company"),

TAKE NOTICE that by an Order made on April 21, 2016, in the above Company Application number 173 of 2016, the Hon'ble High Court of Karnataka has directed that a meeting of the Unsecured Creditors of Mindtree Limited, the Applicant Company, be convened and held at The Capitol Hotel, No. 3, Raj Bhavan Road, Opp. General Post Office, Bengaluru 560 001 on Tuesday, June 14, 2016 at 10.00 AM for the purpose of considering, and if thought fit, approving, with or without modification(s), the Composite Scheme of Amalgamation of Discoverture Solutions L.L.C ("the Transferor Company 1") and Relational Solutions Inc. ("the Transferor Company 2") with Mindtree Limited ("Transferee Company") ("Scheme" or "the Scheme").

In the said meeting the following special business will be transacted:

To consider and if thought fit, approve with or without modification(s), the Scheme and the following resolutions:

"RESOLVED THAT pursuant to the provisions of Sections 391 to 394 of the Companies Act, 1956, Rules 67 to 87 of the Companies (Court) Rules, 1959 and other applicable provisions of the Companies Act, 1956 and/or under the corresponding provisions of the Companies Act, 2013, the rules, circulars and notifications there under (including any statutory modification(s) or re-enactment(s) thereof) as may be applicable and enabling provisions in the Company's Memorandum of Association and Articles of Association and subject to the approval of the Hon'ble High Court of Karnataka (hereinafter referred to as "High Court"), and other regulatory authorities, if any, and all such other approvals, permissions and sanctions, as may be necessary and subject to such conditions, amendments, alterations and modifications as may be prescribed or imposed by any of them while granting such approvals, permissions and sanctions, which may be agreed to by the Company, the Composite Scheme of Amalgamation of Transferor Company 1 and Transferor Company 2 with Mindtree Limited ('Scheme' or 'this Scheme') be and is hereby approved.

RESOLVED FURTHER THAT for the purpose of giving effect to the above resolution and for removal of any difficulties or doubts, the Board of Directors of the Company (hereinafter referred to as the "Board", which term shall include any committee constituted by the Board of Directors of the Company or any person(s) authorized by the Board to exercise the powers conferred on the Board of Directors of the Company by this Resolution), be and are hereby authorized to do all such acts, deeds, matters and things as are considered requisite or necessary to effectively implement the Scheme and to accept such modifications, alterations, amendments and / or conditions, if any, which may be required and / or imposed by the Hon'ble High Court of Karnataka while sanctioning the Scheme or by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in carrying out the Scheme."

TAKE FURTHER NOTICE that in pursuance of the said Order and as directed therein, a meeting of the Unsecured Creditors of Mindtree Limited, the Applicant Company, will be convened and held at The Capitol Hotel, No. 3, Raj Bhavan Road, Opp. General Post Office, Bengaluru 560 001 on Tuesday, June 14, 2016 at 10.00 AM at which place, day, date and time you are requested to attend.

TAKE FURTHER NOTICE THAT you may attend and vote at the said meeting in person or by proxy provided that a proxy in the prescribed form, duly signed by you or your authorised representative, is deposited at the Registered Office of the Applicant Company at Mindtree Limited, Global Village, RVCE Post, Mysore Road, Bengaluru 560 059, India not later than 48 hours before the time of the aforesaid meeting.

TAKE FURTHER NOTICE THAT the Hon'ble High Court of Karnataka has appointed Mr. Krishnakumar Natarajan, Executive Chairman, failing him Mr. Rostow Ravanan, CEO and MD or Mr. Parthasarathy N S, COO, President & Executive Director or Mr. Jagannathan Chakravarthi, CFO, as the Chairman of the said meeting.

A copy of the Composite Scheme of Amalgamation, the Explanatory Statement under Section 393 of the Companies Act, 1956 and Section 102 of the Companies Act 2013, Observation Letter(s) issued by BSE Limited and National Stock Exchange of India Limited, Fairness Opinion Report, Complaint Report, Form of Proxy, Attendance Slip, are appended hereto.

Place: Bengaluru
Date: May 10, 2016

Krishnakumar Natarajan
Chairman appointed for the meeting

Mindtree Limited
Corporate Identity Number (CIN):L72200KA1999PLC025564
Registered Office:
Global Village, RVCE Post, Mysore Road,
Bengaluru 560 059, Karnataka, India
Phone: + 91 80 6706 4000; Fax: +91 80 6706 4100;
E-mail: investors@mindtree.com; Website: www.mindtree.com

NOTES:

1. All alterations made in the form of Proxy should be initialed.

2. Only Unsecured Creditors of the Applicant Company may attend and vote (either in person or by proxy or by authorized representative under Section 113 of the Companies Act, 2013) at the Unsecured Creditors meeting The representative of a body corporate which is an Unsecured Creditor of the Applicant Company may attend and vote at the Unsecured Creditors meeting provided a certified true copy of the resolution of the Board of Directors or other governing body under Section 113 of the Companies Act, 2013 authorizing such representative to attend and vote at the Unsecured Creditors meeting is deposited at the Registered Office of the Applicant Company not later than 48 hours before the meeting.

3. An Explanatory Statement pursuant to Section 393 of the Companies Act, 1956 and Section 102 of the Companies Act, 2013 is appended hereto.

4. The Unsecured Creditors/Proxies/Authorised Representatives are advised to bring original photo identity for verification.

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

(ORIGINAL JURISDICTION)

IN THE MATTER OF SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956

AND

IN THE MATTER OF COMPOSITE SCHEME OF AMALGAMATION OF

DISCOVERTURE SOLUTIONS L.L.C.

AND

RELATIONAL SOLUTIONS INC

WITH

MINDTREE LIMITED

COMPANY APPLICATION NO.173 OF 2016

MINDTREE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Global Village, RVCE Post, Mysore Road, Bengaluru 560 059, Karnataka, India, represented by its Company Secretary, Ms. Vedavalli S.

…APPLICANT/TRANSFEREE COMPANY

Vs.

Nil.

RESPONDENT

EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956 AND SECTION 102 OF THE COMPANIES ACT, 2013, READ WITH RULE 73 OF THE COMPANIES (COURT) RULES, 1959

This is a Statement accompanying the Notice convening the meeting of the Unsecured Creditors of Mindtree Limited, the Transferee/Applicant Company, which has been convened pursuant to the directions of the Hon'ble High Court of Karnataka.

1. Pursuant to an order dated April 21, 2016 (hereinafter "**Order**"), passed by the Hon'ble High Court of Karnataka at Bengaluru in the Company Application referred to above, a meeting of the Unsecured Creditors is being convened and held at The Capitol Hotel, No. 3, Raj Bhavan Road, Opp. General Post Office, Bengaluru 560 001 on Tuesday, June 14, 2016 at 10.00 AM for the purpose of considering, and if thought fit, approving, with or without modification(s), the Composite Scheme of Amalgamation of Discoverture Solutions L.L.C. (Transferor Company No. 1), Relational Solutions Inc. (Transferor Company No. 2) and the Applicant/Transferee Company.

2. The resolutions to be submitted at the said meeting will read as follows:

   "RESOLVED THAT pursuant to the provisions of Sections 391 to 394 of the Companies Act, 1956, Rules 67 to 87 of the Companies (Court) Rules, 1959 and other applicable provisions of the Companies Act, 1956 and/or under the corresponding provisions of the Companies Act, 2013, the rules, circulars and notifications there under (including any statutory modification(s) or re-enactment(s) thereof) as may be applicable and enabling provisions in the Company's Memorandum of Association and Articles of Association and subject to the approval of the Hon'ble High Court of Karnataka (hereinafter referred to as "High Court"), and other regulatory authorities, if any, and all such other approvals, permissions and sanctions, as may be necessary and subject to such conditions, amendments, alterations and modifications as may be prescribed or imposed by any of them while granting such approvals, permissions and sanctions, which may be agreed to by the Company, the Composite Scheme of Amalgamation of Transferor Company 1 and Transferor Company 2 with Mindtree Limited ('Scheme' or 'this Scheme') be and is hereby approved.

   RESOLVED FURTHER THAT for the purpose of giving effect to the above resolution and for removal of any difficulties or doubts, the Board of Directors of the Company (hereinafter referred to as the "Board", which term shall include any committee constituted by the Board of Directors of the Company or any person(s) authorized by the Board to exercise the powers conferred on the Board of Directors of the Company by this Resolution), be and are hereby authorized to do all such acts, deeds, matters and things as are considered requisite or necessary to effectively implement the Scheme and to accept such modifications, alterations, amendments and / or conditions, if any, which may be required and / or imposed by the Hon'ble High Court of Karnataka while sanctioning the Scheme or by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in carrying out the Scheme."

3. In this statement, Discoverture Solutions L.L.C., is referred to as "Transferor Company No. 1", Relational Solutions Inc., is referred to as "Transferor Company No. 2" and Mindtree Limited is referred to as "Transferee Company/ Applicant Company". Where the context so requires, the Transferor Company Nos. 1& 2 and the Transferee Company are together referred to as the "Companies".

4. DETAILS OF THE TRANSFEROR COMPANIES AND TRANSFEREE COMPANY:

A. DISCOVERTURE SOLUTIONS LLC./ TRANSFEROR COMPANY NO. 1

(i) The Transferor Company No.1, was incorporated on October 1, 2002, as per the provisions of the Arizona Limited Liability Company Act, 1992, Arizona Revised Statutes, Title 29, and Chapter 4. The place of business of the Transferor Company No.1 is at 16100 North 71st Street, Suite 250, Scottsdale, Arizona 85254.

(ii) The Transferor Company No.1 is a Limited Liability Company and does not have any share capital. The Applicant/ Transferee Company is the sole member of the Transferor Company No.1 and owns 100% membership interest in the Transferor Company No. 1.

(iii) Transferor Company. No.1 is involved in the main business of providing technology services for property and casualty insurance and healthcare industries.

B. RELATIONAL SOLUTIONS INC., / TRANSFEROR COMPANY NO. 2:

(i) The Transferor Company No. 2, was incorporated on January 22, 1996, as per the provisions of the General Corporation Law of the State of Ohio, Sections 1701.01 to 1701.99 of the Ohio Revised Code. The place of business of the Transferor Company No. 2 is at Great Northern Corp Centre III, 25050 Country club Blvd, Suite 105, North Olmsted, Ohio 44070. The Transferor Company No. 2 is a wholly owned subsidiary of the Applicant/Transferee Company and the Applicant/Transferee Company presently holds the entire issued, subscribed and paid up equity share capital of the Transferor Company No. 2.

(ii) The share capital of Transferor Company No. 2 as on September 30, 2015 is as follows:

Particulars	Amount in USD
Authorised Share Capital	
1000 Shares of Common Stock	500
Issued, Subscribed and Paid up Share Capital	
1000 Shares of Common Stock	500

(iii) Transferor Company. No. 2 is involved in the main business of providing technology services for consumer products and goods industries.

C. MINDTREE LIMITED/ TRANSFEREE COMPANY:

(i) The Applicant/Transferee Company was incorporated as a Private Company on August 5, 1999, under the name MindTree Consulting Private Limited as per the provisions of the Companies Act, 1956. Subsequently, MindTree Consulting Private Limited ceased to be a Private Company and the name of the Transferee Company was changed to MindTree Consulting Limited on November 6, 2006. Subsequently on March 28, 2008, the name of the Transferee Company was changed from MindTree Consulting Limited to Mindtree Limited. The Registered Office of the Applicant/ Transferee Company is at Global Village, RVCE Post, Mysore Road, Bengaluru 560 059 in the State of Karnataka.

(ii) The share capital of the Transferee Company as on September 30, 2015 is as follows:

Particulars	Amount in Rs.
Authorised Share Capital	
80,00,00,000 Equity Shares of Rs. 10 each/-	800,00,00,000/-
Issued, Subscribed and Paid up Share Capital	
8,38,35,626 Equity Shares of Rs. 10 each/-	83,83,56,260/-

Thereafter, the Transferee Company has issued additional shares and bonus shares (on March 11, 2016) to the existing shareholders of the Applicant/Transferee Company and the increased share capital of the Applicant/Transferee Company as on March 11, 2016 is as follows:

Particulars	Amount in Rs.
Authorised Share Capital	
80,00,00,000 Equity Shares of Rs. 10 each/-	800,00,00,000/-
Issued , Subscribed and Paid up Share Capital	
1,67,786,176 Equity Shares of Rs. 10 each/-	16,77,861,760/-

(iii) The Transferee Company is involved in the business of software and technology related services, product development services, information management services etc. The objects for which the Transferee Company has been established which are set out in its Memorandum of Association are as follows:

(a) To carry on the business of software development, production, sub-contracting and experts, systems engineering services & training.

(b) To carry on the business of management consulting of all types providing information management and movement services, build advisory services of all types, installations, maintenance and supply services including providing associated hardware and software products.

(c) To carry on the business of developing, improving, designing marketing, selling and licensing software programs and products of all kinds.

(d) To establish, maintain and conduct training facilities, schools, courses and programs for software programs and products of all kinds.

(e) To establish and operate data and information processing centers including call centers and to render services to customers in India and elsewhere by processing their jobs these centers.

5. The amalgamation of the Transferor Company No. 1, Transferor Company No. 2 (hereinafter referred to as "Transferor Companies") and the Transferee Company is proposed to be effected by the Composite Scheme of Amalgamation ("**Scheme**") under Sections 391 to 394 of the Company Act, 1956.

6. The reasons which have necessitated and justify the proposed Scheme and the advantages thereof *inter alia* are as follows:

(a) The amalgamation will enable the Transferee Company to integrate its business operations and provide significant impetus to the growth of the Transferee Company. The consolidation of the activities by way of an amalgamation will lead to synergies of operations and a stronger and wider capital and financial base for future growth/expansion. The combined entity will have a bigger portfolio of services targeted at a wider array of customers, which will strengthen its competitive position in providing IT services /software & technology related services markets This will also enable the Transferee Company to address newer solutions and services to its customers and to transferor's customers and enhance its marketing capabilities.

(b) The amalgamation will result in economy of scales and reduction in overheads, administrative, managerial and other expenditure, operational rationalisation, organisational efficiency, and optimal utilisation of various resources.

(c) The managerial expertise of the Transferor Companies will contribute to the strength of the Transferee Company. Consequently, the Transferee Company will offer a strong financial structure to all creditors including the creditors of the Transferor Companies, facilitate resource mobilisation and achieve better cash flows. This would contribute substantially towards enhancement of shareholder's value of the Transferee Company.

(d) Duplication of administrative functions will be eliminated together with the multiple record - keeping resulting in reduced expenditure.

(e) The amalgamation will result in a significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor and the Transferee Companies.

(f) The banks, creditors and institutions, if any, are not affected by the proposed amalgamation as their security is maintained.

(g) There shall be impetus and increase in the area of sales, network of the Transferee Company apart from reduction in costs.

(h) The amalgamation shall result in the combination of manpower of both the companies and a single management structure for the companies.

(i) The combined managerial and technical expertise would enable the Transferee Company to develop a business model that would be competitive and cogent.

7. The Board of Directors of Transferor Companies and the Transferee Company have approved the Scheme held on October 15, 2015. The Transferee Company has also obtained a Fairness Opinion Report from SPA Capital Advisors Ltd., with respect to the Scheme.

8. A copy of the Scheme is enclosed. The Scheme envisages that from the Appointed Date, i.e., April 1, 2015, the entire undertakings of the Transferor Companies including all rights, powers, interests, authorities, privileges, liberties and all properties and assets, whether movable or immovable, as well as all debts, liabilities, duties and obligations of the Transferor Companies shall be transferred to and vested in the Transferee Company in the manner and subject to the modalities for transfer and vesting detailed in the Scheme.

9. Shareholding Pattern – Pre and Post Amalgamation:

The Pre and Post Amalgamation shareholding of Transferor and Transferee Companies as on March 31, 2016 are as follows:

Shareholding of Discoverture Solutions L.L.C.("Transferor Company 1"):

Particulars	**Pre-Amalgamation Share Capital in USD**	**Post-Amalgamation Share Capital in USD**
None	NIL*	NIL

* Discoverture Solutions L.L.C is a membership company with no share capital. Mindtree Limited is the sole member of the Discoverture Solutions L.L.C and owns 100% membership interest.

Shareholding of Relational Solutions Inc. ("Transferor Company 2"):

Particulars	Pre-Amalgamation Share Capital in USD	Post-Amalgamation Share Capital in USD
Authorised Share Capital		
1000 Shares of Common Stock	500	NIL
Issued, Subscribed and Paid up Share Capital		
1000 Shares of Common Stock	500	NIL

Shareholding of Mindtree Limited ("Transferee Company"):

		Pre- Amalgamation		Post-Amalgamation	
S. No	**Category of Shareholder**	**Number of shares**	**% of Total number of shares**	**Number of shares**	**% of Total number of shares**
A.	**Promoter and Promoter Group**				
1	**Indian**				
(a)	Individuals / Hindu Undivided Family	16,832,870	10.03	16,832,870	10.03
(b)	Persons Acting In Concert	3,680,872	2.19	3,680,872	2.19
	Sub Total (A)(1)	**20,513,742**	**12.23**	**20,513,742**	**12.23**
2	**Foreign**				
(a)	Foreign Promoter Company	2,571,984	1.53	2,571,984	1.53
	Sub Total (A)(2)	**2,571,984**	**1.53**	**2,571,984**	**1.53**
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)	**23,085,726**	**13.76**	**23,085,726**	**13.76**
	Public				
1	**Institutions**				
(a)	Mutual Fund	10,459,261	6.23	10,459,261	6.23
(b)	Foreign Portfolio Investors	19,234,195	11.46	19,234,195	11.46
(c)	Financial Institutions / Banks	82,232	0.05	82,232	0.05
(d)	Foreign Institutional Investors	50,874,615	30.32	50,874,615	30.32
	Sub Total (B)(1)	**80,650,303**	**48.07**	**80,650,303**	**48.07**
2	**Non-Institutions**				
(a)	Individuals	21,038,129	12.54	21,038,129	12.54
(b)	**Any Other – As below:**	**43,012,018**	**25.64**	**43,012,018**	**25.64**
	Trusts	180	0.00	180	0.00
	Foreign Nationals	840,238	0.50	840,238	0.50
	Hindu Undivided Family	437,482	0.26	437,482	0.26
	Non Resident Indians (Non Repatriable)	285,379	0.17	285,379	0.17
	Directors excluding Promoter Directors	5,208,000	3.10	5,208,000	3.10
	Non Resident Indians (Repatriable)	755,534	0.45	755,534	0.45
	Unclaimed Shares	61,160	0.04	61,160	0.04
	Clearing Member	590,987	0.35	590,987	0.35
	Others Bodies Corporate	34,833,058	20.76	34,833,058	20.76
	Sub Total (B)(2)	**64,050,147**	**38.17**	**64,050,147**	**38.17**
	Total Public Shareholding (B)= (B)(1)+(B)(2)	**144,700,450**	**86.24**	**144,700,450**	**86.24**
C	**Total Shareholding (A)+(B)**	**167,786,176**	**100.00**	**167,786,176**	**100.00**

The capital structure and shareholding pattern of the Transferee Company post the Composite Scheme of Amalgamation will remain the same since the entire share capital of the Transferor Companies will be cancelled and no fresh shares will be issued.

10. **Some of the other salient features of the proposed Scheme are as follows:**

(a) The Scheme will be effective on the date on which certified copies of the orders of the Hon'ble High Court of Karnataka at Bengaluru under Sections 391 to 394 are filed with the Registrar of Company at Bengaluru and last of the dates of all sanctions and approvals as may be required by law.

(b) Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme including in relation to the mode of transfer and vesting, all of the assets, both movable and immovable, tangible and intangible, investments, rights, title and interests comprised in the Undertaking of Transferor Companies shall pursuant to

Section 394 of the Act and without any further act or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company so as to become as and from the Appointed Date, the estate, assets, rights, title and interest of the Transferee Company.

(c) Upon coming into effect of the Scheme and with effect from the Appointed Date all secured and unsecured debts, (whether in Rupees or in foreign currency) all liabilities, duties and obligations of the Transferor Companies (hereinafter referred to as the "said Liabilities") shall also be and stand transferred or be deemed to be and stand transferred, without any further act, instrument or deed, to the Transferee Company, pursuant to the provisions of Section 394 of the Act so as to become as and from the Appointed Date the debts, liabilities, duties and obligations of the Transferee Company

(d) All legal and other proceedings pending by or against the Transferor Companies, all contracts, obligations, actions, rights and claims by or against the Transferor Companies will be transferred to the Transferee Company on the Scheme becoming effective and will be enforceable by or against the Transferee Company.

(e) On the Scheme becoming effective, all staff, workmen and employees of the Transferor Companies in service on the Effective Date shall become the staff, workmen and employees of the Transferee Company without any break or interruption in service and on the basis of continuity of service and the terms and conditions of their employment with the Transferee Company on the Effective Date. It is expressly provided that in relation to any labour welfare fund or social security benefits or any other special fund created or existing for the benefit of such employees of the Transferor Companies, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Companies for all purposes whatsoever relating to the administration or operation of such schemes or funds in relation to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds.

(f) Subject to orders being made by the Hon'ble High Court of Karnataka at Bengaluru, the Transferor Companies will be dissolved without winding up.

(g) The Transferee Company shall apply for the consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of the Scheme.

(h) Consequent to the amalgamation, the Transferee Company shall commence and carry on and shall be authorized to carry on the business carried on by the Transferor Companies.

11. The reader is requested to peruse in detail the entire text of the Scheme. As stated *supra* the aforesaid are only the salient features of the Scheme.

12. Post-Amalgamation, the Transferor Companies shall cease to exist. The Transferor Companies are 100% subsidiaries of the Transferee Company. The capital structure and shareholding pattern of the Transferee Company post the Composite Scheme of Amalgamation will remain the same since the entire share capital of the Transferor Companies shall stand cancelled and no fresh shares will be issued.

13. The Directors, Promoters and Key Managerial Personnel (KMP) of the Transferee Company and their respective relatives (as defined under the Companies Act, 2013) may be deemed to be concerned and/or interested in the Scheme only to the extent of their shareholding in the Transferee Company or to the extent the said Directors are common Directors in the companies. Save as aforesaid none of the Directors of Transferee Company have any material interest in the Scheme.

The details of Shareholding of Directors, Promoter and Promoter Group and KMPs in Transferor Companies 1 & 2 and Transferee Company are as follows:

Sl. No.	**Name of the Director/ Promoter and Promoter Group/ KMP**	**Designation**	**Number of Shares in Transferor Company No. 1**	**Number of Shares in Transferor Company No. 2**	**Number of Shares in Transferee Company as on date of Notice**
1.	Krishnakumar Natarajan	Executive Chairman	-	-	8,004,172
2.	Rostow Ravanan	CEO & Managing Director	-	-	1,168,436
3.	N.S. Parthasarathy	COO, President & Executive Director	-	-	2,404,562
4.	Subroto Bagchi	Non-Executive & Non-Independent Director	-	-	5,255,700
5	Susmita Bagchi	Person Acting in Concert	-	-	2,769,300
6	Akila Krishnakumar	Person Acting in Concert	-	-	840,000
7	Sanjay Kumar Panda	Person Acting in Concert	-	-	60,000
8	Seema Ravanan	Person Acting in Concert	-	-	16,072
9	LSO Investment Private Limited (Foreign Promoter Company in which Scott Staples & Kamran Ozair, Promoters whose shareholding is more than 2%)	Foreign Promoter Company	-	-	2,571,984

10	Dr. Albert Hieronimus	Independent Director	-	-	140,000
11	V.G. Siddhartha	Non-Executive Director	-	-	5,028,000
12	Prof. Pankaj Chandra	Independent Director	-	-	40,000
13	Ramesh Ramanathan	Independent Director	-	-	40,000
14	Apurva Purohit	Independent Director	-	-	-
15	Manisha Girotra	Independent Director	-	-	-
16	Jagannathan Chakravarthi	Chief Financial Officer	-	-	3,650
17	Vedavalli S	Company Secretary	-	-	-

14. There is no likelihood that any creditor of the Transferee Company would lose or be prejudiced as a result of the Scheme being passed since no sacrifice or waiver is at all being called for from any creditors, nor are any other rights of any creditors are sought to be modified in any manner. None of the creditors of the Transferee Company will lose or be adversely affected or prejudiced in any manner whatsoever as a result of the Scheme. The amalgamation does not in any way cast any additional burden on the creditors of any of the Companies or any of the classes of creditors.

15. The statement may also be treated as an explanatory statement under Section 393 of the Companies Act, 1956 and Section 102 of the Companies Act, 2013.

16. No investigation has been instituted or is pending under Sections 210, 213, 214, 215, 216, 217, 219, 220, 224 to 226 of the Companies Act, 2013 against the Transferee Company.

17. The following documents will be open for inspection at the Registered Office of the Transferee Company at Global Village, RVCE Post, Mysore Road, Bengaluru 560 059, on all days of the week except on public holidays, Saturdays and Sundays, till the date of the Court directed meeting, between 10.00 AM and 12.30 PM:

    (a) The Order dated April 21, 2016 of the Hon'ble High Court of Karnataka, Bengaluru convening this meeting.
    (b) The Composite Scheme of Amalgamation.
    (c) Memorandum and Articles of Association of Transferor Companies and the Transferee Company.
    (d) Annual Accounts and Balance Sheet as on March 31, 2015 of the Transferor Companies and the Transferee Company.
    (e) Fairness Opinion dated October 14, 2015.
    (f) Observation Letters received from National Stock Exchange of India Limited and BSE Limited on February 16, 2016 and March 18, 2016 respectively.
    (g) Complaints Report dated December 18, 2015 filed by the Transferee Company.

18. The Composite Scheme of Amalgamation after your approval will be further subject to the approval of the same by the Hon'ble High Court of Karnataka.

Place: Bengaluru
Date: May 10, 2016

Krishnakumar Natarajan
Chairman appointed for the meeting

COMPOSITE SCHEME OF AMALGAMATION
OF

MINDTREE LIMITED
AND
DISCOVERTURE SOLUTIONS L.L.C.
AND
RELATIONAL SOLUTIONS INC

PART I

PRELIMINARY

A. This Composite Scheme of Amalgamation provides for the amalgamation of (i) Discoverture Solutions L.L.C., having its registered office at 16100 North 71st Street, suite 250, Scottsdale, Arizona 85254 (i.e. the "**Transferor Company 1**") and (ii) Relational Solutions Inc, having its registered office at Great Northern Corp Centre III, 25050 Country club Blvd, Suite 105, North Olmsted, Ohio 44070, (i.e. the "**Transferor Company 2**") with Mindtree Limited, having its registered office at Global Village, RVCE Post, Mysore Road, Bangalore 560 059 (i.e. the "**Transferee Company**") pursuant to the relevant provisions of the Companies Act, 1956.

B. Transferor Company 1 and Transferor Company 2 (jointly referred to as the "**Transferor Companies**") are wholly owned subsidiaries of the Transferee Company.

C. The Transferor Company 1 was incorporated on October 1, 2002, as per the provisions of the Arizona Limited Liability Company Act, 1992, ("**ALLC Act**"), Arizona Revised Statutes, Title 29, and Chapter 4. The Transferor Company 1 is involved in the business of providing technology services for property and casualty insurance and healthcare industries.

D. The Transferor Company 2 was incorporated on January 22, 1996, as per the provisions of the General Corporation Law of the State of Ohio, Sections 1701.01 to 1701.99 of the Ohio Revised Code ("**ORC**"). The Transferor Company 2 is involved in the business of providing technology services for consumer products and goods industries.

E. The Transferee Company was incorporated as a private company on August 5, 1999, under the name MindTree Consulting Private Limited as per the provisions of the Companies Act, 1956. Subsequently, MindTree Consulting Private Limited ceased to be a private company and the name of the Transferee Company was changed to MindTree Consulting Limited on November 6, 2006. Subsequently on March 28, 2008, the name of the Transferee Company was changed from MindTree Consulting Limited to Mindtree Limited. The Transferee Company is involved in the business of software and technology related services, product development services, information management services etc.

F. The merger of the Transferor Companies under this Scheme of Amalgamation will be effected as a Scheme under the provisions of the other Applicable Laws and under Sections 391 to 394 of the Companies Act, 1956.

G. Under the laws of the States of Arizona, this transaction will be characterised as a merger of a Arizona Limited Liability Company with and into a foreign company, with the survivor being a foreign company, pursuant to the Arizona Entity Restructuring Act ("**AER Act**"), Title 29, Chapter 6 of the Arizona Revised Statutes, and specifically Article 2 of said Chapter, Arizona Revised Statutes §29-2201 et. seq.

H. Under the laws of the State of Ohio, this transaction will be characterised as a merger of a domestic corporation with and into a foreign parent corporation, with the survivor being a foreign company, pursuant to the Ohio Revised Code Section 1701.80.

I. By this Scheme of Amalgamation it is proposed to amalgamate the Transferor Companies with the Transferee Company, for the purposes of better, efficient and economical management, control and running of the businesses, and for further development and growth of the business of the Transferee Company and for administrative convenience. The proposed amalgamation between the Transferor Companies and the Transferee Company shall result in the following, benefits, amongst others, to both companies, their respective members and creditors.

(i) The amalgamation will enable the Transferee Company to integrate its business operations and provide significant impetus to the growth of the Transferee Company. The consolidation of the activities by way of an amalgamation will lead to synergies of operations and a stronger and wider capital and financial base for future growth/expansion. The combined entity will have a bigger portfolio of services targeted at a wider array of customers, which will strengthen its competitive position in providing IT services /software & technology related services markets. This will also enable the Transferee Company to address newer solutions and services to its customers and to transferor's customers and enhance its marketing capabilities.

(ii) The amalgamation will result in economy of scales and reduction in overheads, administrative, managerial and other expenditure, operational rationalisation, organisational efficiency, and optimal utilisation of various resources.

(iii) The managerial expertise of the Transferor Companies will contribute to the strength of the Transferee Company. Consequently, the Transferee Company will offer a strong financial structure to all creditors including the creditors of the Transferor Companies, facilitate resource mobilisation and achieve better cash flows. This would contribute substantially towards enhancement of shareholder's value of the Transferee Company.

(iv) Duplication of administrative functions will be eliminated together with the multiple record - keeping resulting in reduced expenditure.

(v) This amalgamation will result in a significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Companies and the Transferee Company.

(vi) The banks, creditors and institutions, if any, are not affected by the proposed amalgamation as their security is maintained.

(vii) There shall be impetus and increase in the area of sales, network of the Transferee Company apart from reduction in costs.

(viii) The amalgamation shall result in the combination of manpower of both the companies and a single management structure for the companies.

(ix) The combined managerial and technical expertise would enable the Transferee Company to develop a business model that would be competitive and cogent.

PART II

IN CONSIDERATION OF THE RECIPROCAL PROMISES, THIS SCHEME BETWEEN THE TRANSFEROR COMPANIES AND THE TRANSFEREE COMPANY AND THEIR RESPECTIVE SHAREHOLDERS, CREDITORS (SECURED AND UNSECURED) IS BEING PROPOSED IN ACCORDANCE WITH THE TERMS SET OUT HEREUNDER:

1. DEFINITIONS AND INTERPRETATIONS

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meaning:

1.1 **"Act"** means the Companies Act, 1956, as may be applicable, including any statutory modifications, re-enactments or amendments thereto and shall include the relevant and corresponding sections under the Companies Act, 2013, as and when the same are made applicable before the Effective date of the Scheme.

1.2 **"AER Act"** shall mean Arizona Entity Restructuring Act**,** A.R.S. §29-2201 et seq.

1.3 **"ALLC Act"** shall mean Arizona Limited Liability Company Act, A.R.S. §29-601 et seq.

1.4 "**A.R.S**." means Arizona Revised Statutes.

1.5 "**Appropriate Authorities**" means any governmental, statutory, regulatory, department or public body or authority of the relevant jurisdiction, including, if applicable, Securities and Exchange Board of India, stock exchanges, Registrar of Companies, Courts and other regulatory authorities of the State of Arizona, United States of America, the State of Ohio, United States of America and India in each case.

1.6 "**Appointed Date**" means April 1, 2015.

1.7 "**Applicable Laws**" shall include all applicable:

(i) statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines or policies of any applicable country and/or jurisdiction; and

(ii) judicial, quasi-judicial and/or administrative decisions, interpretations, directions, directives, licenses, permits, judgments, writs, injunctions, arbitral awards, decrees, orders, terms and conditions of governmental or regulatory approvals or agreements with any governmental or regulatory authority.

1.8 "**Effective Date**" means last of the dates specified in Clause 13 of this Scheme.

1.9 "**ORC**" means Ohio Revised Code.

1.10 "**Order**" means the order of the High Court of Karnataka, sanctioning the Composite Scheme of Amalgamation.

1.11 "**Scheme**" or "**The Scheme**" means this Composite Scheme of Amalgamation in its present form as approved by the Board of Directors of the Transferor Companies and Transferee Company subject to such modification(s) made under Clause 12 of this Scheme as the High Court of Karnataka may impose on the Transferee Company and such modifications which the Transferor Companies may deem necessary subject to the approval of the same by the High Court of Karnataka.

1.12 "**Transferee Company"** means Mindtree Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Global Village, RVCE Post, Mysore Road, Bangalore 560 059.

1.13 **"Transferor Company 1"** means Discoverture Solutions L.L.C., an Arizona limited liability company incorporated in the State of Arizona, United States of America, under the Arizona Limited Liability Company Act, Arizona Revised Statutes, Title 29, Chapter 4 and having its place of business at 16100 North 71st Street, suite 250, Scottsdale, Arizona 85254.

1.14 "**Transferor Company 2**" means Relational Solutions Inc, incorporated as per the provisions of the General Corporation Law of the State of Ohio, Sections 1701.01 to 1701.99 of the ORC and having its place of business at Great Northern Corp Centre III, 25050 Country club Blvd, Suite 105, North Olmsted, Ohio 44070.

1.15 **"Undertaking of the Transferor Companies"** means the business of the Transferor Companies and includes:

(a) all the assets of the Transferor Companies as on the Appointed Date;
(b) all liabilties of the Transferor Companies as on the Appointed Date;

Without prejudice to the generality of the above, the Undertaking of the Transferor Companies shall include all rights, privileges, powers and authorities and all property, movable or immovable, real or personal, corporeal or incorporeal of whatsoever nature, in possession or reversion, present or contingent of whatever nature and where so ever situated in the United States of America or overseas, and where so ever situate belonging to or in the ownership, power or possession and/or in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies including in particular, but without being limited to fixed assets, capital work-in-progress, current assets, debts, receivables, investments, software, technologies, belonging to or in the ownership, power or possession and/or in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies, powers, authorities, allotments, approvals, permissions, licenses, consents, exemptions, registrations, statutory licences, no-objection certificates and certifications, contracts, engagements, arrangements, rights, title, interest, quotas, benefits and advantages of whatsoever nature and where so ever situated, liberties, easements, advantages, exemptions, benefits, leases, leasehold rights, licences, tenancy rights, quota rights, permits, approvals, authorisations, right to use and avail of telephones, telexes, facsimile connections & installations, utilities, electricity, power lines, communication lines and other services, reserves, deposits, provisions, funds, benefits of all agreements, subsidies, grants, sales-tax, turnover tax, excise, permits, quotas, rights, entitlements, tenancies, roof rights, brand, all copyrights, trademarks, service marks, know-how, technical know-how, trade names, descriptions, trading style, franchise, labels, label, designs, colour schemes, utility models, holograms, bar codes, designs, patents, copyrights, and other industrial or intellectual property rights of any nature whatsoever and licences in respect thereof, privileges and any rights, title or interest in intellectual property rights, benefits of contracts, agreements and all other rights including lease rights, licenses including those relating to trademarks, or service marks, powers and facilities of every kind, nature and description whatsoever of the Transferor Companies or to which the Transferor Companies is entitled and all the debts, liabilities including contingent liabilities, duties, responsibilities and obligations of Transferor Companies on the Appointed Date and all other obligations of whatsoever kind including liabilities for payment of gratuity, pension benefits, provident fund or compensation in the event of retrenchment and all other interests arising to the Transferor Companies and any accretions or additions thereto after the Appointed Date.

1.16 Reference in the Scheme to **"upon the Scheme becoming effective"** or **"effectiveness of the Scheme"** shall mean the Effective Date.

2. SHARE CAPITAL

2.1 The share capital of the Transferee Company as on September 30, 2015 is as under:

Particulars	Amount in Rs.
Authorised Share Capital	
80,00,00,000 Equity Shares of Rs. 10 each/-	800,00,00,000/-
Issued , Subscribed and Paid up Share Capital	
8,38,35,626 Equity Shares of Rs. 10 each/-	83,83,56,260/-

2.2 The Transferee Company is the sole member of the Transferor Company 1 and owns 100% membership interests in the Transferor Company 1.

2.3 The share capital of the Transferor Company 2 as on September 30, 2015 is as under:

Particulars	Amount in USD
Authorised Share Capital	
1000 Shares of Common Stock	500
Issued , Subscribed and Paid up Share Capital	
1000 Shares of Common Stock	500

2.4 The Transferee Company is the sole shareholder of the Transferor Company 2. The Transferee Company holds 1000 Shares of Common stock representing the 100% of the shareholding of the Transferor Company 2.

3. AMALGAMATION OF COMPANIES

3.1 **TRANSFER AND VESTING OF ASSETS**

3.1.1 Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme including in relation to the mode of transfer and vesting, all of the assets, both movable and immovable, tangible and intangible, investments, rights, title and interests comprised in the Undertaking of Transferor Companies shall pursuant to Section 394 of the Companies Act, 1956 and without any further act or deed be transferred to and vested in the Transferee Company so as to become as and from the Appointed Date, the estate, assets, rights, title and interest of the Transferee Company.

3.1.2 The mode of vesting of assets referred to in Clause 3.1.1 is as under:

3.1.2.1 In respect of such of the said assets as are movable in nature including investments or are otherwise capable of transfer by manual delivery and/or by endorsement and delivery, the same shall be so transferred by the Transferor Companies to the Transferee Company in pursuance of the provisions of this Scheme, Section 394 of the Companies Act, 1956, this Scheme, provisions of A.R.S. §29-2206.A.3 in realtion to Transferor Company 1 and provisions of ORC Section 1701.82(A)(3) in relation to Transferor Company 2 and other Applicable Laws, without requiring any deed or instrument of conveyance for the same and upon such transfer the same shall become the property, estate, assets, rights, title interest and authorities of the Transferee Company.

3.1.2.2 In respect of such of the said assets of the Transferor Companies other than those referred to in Clause 3.1.2.1 above including the immovable assets, the same shall, without any further act, instrument or deed, be and stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company with effect from the Appointed Date pursuant to the provisions of Section 394 of the Companies Act, 1956 and the concerned authorities having jurisdiction over the assets shall endorse and record the name of Transferee Company in its record so as to facilitate the implementation of the Scheme and vesting of the Undertaking of the Transferor Companies in the Transferee Company without hindrance from the Appointed Date. For the avoidance of doubt, it is hereby clarified that all the rights, title and interest of the Transferor Company in any leasehold properties shall pursuant to Section 394 of the Companies Act, 1956 and the provisions of this Scheme and provisions of A.R.S. §29-2206.A.3 in realtion to Transferor Company 1 and provisions of ORC Section 1701.82(A)(3) in relation to Transferor Company 2 and other Applicable Laws, without any further act or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company so as to become as and from the Appointed Date, the right, title and interest of the Transferee Company.

3.1.2.3 In respect of movable assets, other than those specified in Clause 3.1.2.1 above, including all businesses through /with existing sub-brokers / authorised persons /clients and related rights & obligations, undertakings / records / know your customer documents, sundry debtors, outstanding loans, advances recoverable in cash or in kind or for value to be received, bank balances, cash balances and deposits with Government, Semi Government, local and other authorities, bodies and customers, etc., the same shall be so transferred by the Transferor Companies, and shall become the property of the Transferee Company in pursuance of the provisions of Section 394 of the Companies Act, 1956 and provisions of A.R.S. §29-2206.A.3 in realtion to Transferor Company 1 and provisions of ORC Section 1701.82(A)(3) in relation to Transferor Company 2 and other Applicable Laws without requiring any deed or instrument of conveyance for the same and further it shall not be necessary to obtain the consent of any third party or other person, who is a party to any contract or arrangement by virtue of which such debts, loans, advances or deposits have arisen in order to give effect to the provisions of this Clause. The Transferee Company may, if required, give notice in such form as it may deem fit and proper to such person, debtor or depositee that pursuant to the High Court of Karnataka having sanctioned the Scheme, the said person, debtor or depositee should pay the debt, loan or advance or make good the same or hold the same to its account and that the right of the Transferee Company to recover or realise the same is in substitution of the right of the Transferor Companies. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.

3.1.2.4 All patents, copyrights, designs, trademarks, service marks, know-how, technical know-how, trade names, descriptions, trading style, franchise, labels, label designs, colour schemes, utility models, holograms, bar codes, patents, copyrights, and other industrial or intellectual property rights of any nature whatsoever and licenses, privileges in respect thereof, of every kind, nature and description whatsoever of the Transferor Companies or to which the Transferor Companies is entitled or which may accrue to the Transferor Companies shall, pursuant to the provisions of Section 394 of the Companies Act, 1956 and provisions of A.R.S. §29-2206.A.3 in relation to Transferor Company 1 and provisions of ORC Section 1701.82(A)(3) in relation to Transferor Company 2 and other Applicable Laws without any further act, instrument or deed, be and stand transferred to and vested in and or be deemed to have been transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date, all the patents, copyrights, designs, trademarks, service marks, know-how, technical know-how, trade names, descriptions, trading style, franchise, labels, label designs, colour schemes, utility models, holograms, bar codes, patents, copyrights, and industrial or intellectual property rights, licenses and privileges of the Transferee Company and shall remain valid, effective and enforceable by the Transferee Company on the same terms and conditions.

3.1.2.5 All the licenses, permits, quotas, approvals, permissions, incentives, sales tax deferrals, loans, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by and all rights and benefits that have accrued, which may accrue to the Transferor Companies shall, pursuant to the provisions of Section 394 of the Companies Act, 1956 and provisions of A.R.S. §29-2206.A.3 in relation to Transferor Company 1 and provisions of ORC Section 1701.82(A)(3) in relation to Transferor Company 2 and other Applicable Laws without any further act, instrument or deed, be and stand transferred to and vested in and or be deemed to have been transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date the licenses, permits, quotas, approvals, permissions, incentives, sales tax deferrals, loans, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible under law.

3.1.2.6 Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme and receipt of third party consents if necessary, all contracts, deeds, bonds, agreements, arrangements including but not limited to all direct and indirect tax exemptions and/or deferral benefits and/or any other direct or indirect tax benefits and all other instruments of whatsoever nature to which the Transferor Companies are parties or to the benefit of which Transferor Companies may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be and may be enforced as fully and effectually as if, instead of Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto. The Transferee Company shall, wherever and if necessary, enter into and/or issue and/or execute deeds, writings or confirmations, enter into any tripartite arrangements, confirmations or novations to which Transferor Companies will also be a party in order to give formal effect to the provisions of this clause. Similarly, the exemption privilege and benefits under direct and indirect taxes availed/ enjoyed currently by the Transferor Companies shall continue to be available in the hands of the Transferee Company unhindered even after/upon coming into effect of this Scheme.

3.1.2.7 All the profits or incomes accruing or arising to the Transferor Companies, or expenditure or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Companies shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses or taxes of the Transferee Company, as the case may be.

3.1.3 It is clarified that all assets and receivables whether contingent or otherwise of the Transferor Companies as on start of business on the Appointed Date whether provided for or not, in the books of accounts and all other assets or receivables which may accrue or

arise on or after the Appointed Date but which relate to the period up to the Appointed Date shall be the assets and receivables or otherwise as the case may be of the Transferee Company.

3.1.4 The aforesaid transfer/vesting, shall be, subject to the existing validly created charge/mortgage/hypothecation over the said assets or any part of it, provided however, that any reference in any security documents to which the Transferor Companies are parties, to such assets of the Transferor Companies, offered or agreed to be offered as security for any financial assistance both availed and to be availed up to any limit for which sanctions have already been obtained by the Transferor Companies or obligations to the secured creditors of the Transferor Companies shall be construed as references only to the assets pertaining to the Transferor Companies as are vested in the Transferee Company by virtue of the aforesaid Clause 3.1.1 of the Scheme to the end and intent that such security, mortgage and/or charge shall not extend or deemed to extend to any of the assets or to any of the other units or divisions or undertakings of the Transferee Company, unless specifically and in writing agreed to by the Transferee Company with such secured creditors and subject to the consents and approvals of the existing secured creditors of the Transferee Company with such secured creditors and subject to the consents and approvals of the existing secured creditors of the Transferee Company either on *pari passu* basis or otherwise, as may be agreed to by the Transferee Company and the secured creditors. The secured creditors of the Transferee Company shall continue to have a charge over the assets of the Transferee Company and such charge shall not extend to the assets of the Transferor Companies, transferred to the Transferee Company pursuant to the Scheme. In respect of the floating charges created by the Transferor Companies in favour of its lenders for all the movable assets, documents of title to goods, receivables, claims and other current assets that are acquired by the Transferor Companies from the Appointed Date till the Effective Date shall be deemed to be the security and shall be available as security for the loans, cash credits and other working capital facilities, both fund based and non-fund based, which were sanctioned by the lenders of the Transferor Companies, either utilised fully or partly or unutilised by the Transferor Companies, subject to the limits sanctioned by the lenders.

3.2 TRANSFER OF LIABILITIES

Upon coming into effect of the Scheme and with effect from the Appointed Date:

3.2.1 All secured and unsecured debts, (whether in Rupees or in foreign currency) all liabilities, duties and obligations of the Transferor Companies (hereinafter referred to as the "**said Liabilities**") shall also be and stand transferred or be deemed to be and stand transferred, without any further act, instrument or deed, to the Transferee Company, pursuant to the provisions of Section 394 of the Companies Act, 1956 and provisions of A.R.S. §29-2206.A.3 in relation to Transferor Company 1 and provisions of ORC Section 1701.82(A)(3) in relation to Transferor Company 2 and other Applicable Laws so as to become as and from the Appointed Date the debts, liabilities, duties and obligations of the Transferee Company such that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause. Provided always that nothing in this clause shall or is intended to enlarge the security for any loan, deposit or other indebtedness created by the Transferor Companies prior to the Appointed Date which shall be transferred to and be vested in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be required or obliged in any manner to create any further or additional security thereof after the Appointed Date or otherwise. The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, execute deeds of confirmation in favour of the creditors of the Transferor Companies or in favour of any other party to any contract or arrangement to which the Transferor Companies were parties or any writings, as may be necessary, in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.

3.2.2 Any loans or other obligations due between or amongst the Transferor Companies and the Transferee Company shall stand discharged and there shall be no liability or debt in that behalf. It is clarified that all debts, liabilities, duties, responsibilities and obligations of the Transferor Companies as on start of business on the Appointed Date whether provided for or not in the books of accounts and all other liabilities etc which may accrue or arise on or after the Appointed Date but which relates to the period up to the Appointed Date shall be the debts, liabilities, duties and obligations of the Transferee Company.

3.2.3 All the loans advanced and other facilities sanctioned to the Transferor Companies by its bankers/financial institutions prior to the Appointed Date which are partly drawn/utilised shall be deemed to be the loans/advances sanctioned to the Transferee Company and the said loans and advances shall be drawn/utilised either partly or fully by the Transferor Companies from the Appointed Date till the Effective Date and all the loans/advances and/or other facilities so drawn by the Transferor Companies shall on the Effective Date be treated as the advances and loans made available to the Transferee Company and any balance in the said accounts shall be transferred to the Transferee Company and all the obligations of the Transferor Companies under any loan agreement shall be construed as and shall become the obligation of the Transferee Company without any further act or deed on the part of the Transferee Company.

3.2.4 The Transferee Company may at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any Applicable Law or otherwise, execute deeds of confirmation, in favour of the secured creditors of the Transferor Companies or in favour of any other party to any contract or arrangement to which they are a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to implement or carry out all such formalities or compliance referred to above on their part to be carried out or performed.

3.2.5 It is hereby clarified that merely the increase in the size and turnover of the Transferee Company subsequent to this Scheme shall not have the effect of increasing any liability or penalty on the Transferee Company for any matters that arise prior to the Appointed Date.

3.2.6 Upon coming into effect of the Scheme, benefits of all taxes paid including any advance tax and tax deductions right to carry forward and set off unabsorbed losses, unused tax credits, tax deductions and depreciation by the Transferor Companies from the Appointed

Date, regardless of the period to which they relate, shall be deemed to be paid for and on behalf of and to the credit of the Transferee Company as effectively as if the Transferee Company has paid or incurred the same and shall be deemed to be the rights/claims of the Transferee Company.

3.2.7 The existing social security or labour welfare schemes, and pension and / or superannuation fund or trusts created by the Transferor Companies or any other special funds created or existing for the benefit of the employees of the Transferor Companies shall at an appropriate stage be transferred to the relevant funds of the Transferee Company and till such time shall be maintained separately.

3.2.8 The Transferee Company, if necessary shall take steps for suitable alterations in the Memorandum of Association and Articles of Association so as to enable it to implement this Scheme as may be required.

3.3 CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS.

Subject to the other provisions contained in the Scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature to which the Transferor Companies is a party subsisting or having effect immediately before the amalgamation, shall be, in full force and effect, against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectively as if instead of the Transferor Companies, the Transferee Company had been a party thereto. The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmation or enter into any tripartite arrangement, confirmations or novations to which the Transferor Companies will, if necessary, also be party in order to give formal effect to the provisions of this clause, if so required or it becomes necessary.

3.4 TREATMENT OF TAXES PAID BY THE TRANSFEROR COMPANIES:

All taxes, levies, cess etc. (whether direct or indirect) that might have been paid by the Transferor Companies (whether before the Appointed Date or after the Appointed Date) during the period when the merger has not become effective for any tax liability that arises after the Appointed Date shall be deemed to be tax paid by the Transferee Company and credit in respect thereof shall be given to the Transferee Company accordingly.

3.5 TREATMENT OF SCHEME FOR THE PURPOSES OF THE INCOME TAX ACT, 1961

3.5.1 This Scheme has been drawn up to comply and come within the definition and conditions relating to "Amalgamation" as specified under Section 2(1B) and Section 47 of the Income Tax Act, 1961.

3.5.2 If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said sections of the Income Tax Act, 1961, at a later date, including resulting from an amendment of any Applicable Law or for any other reason whatsoever, the Scheme shall stand modified/ amended to the extent determined necessary to comply and come within the definition and conditions relating to “Amalgamation” as specified in the Income Tax Act, 1961. In such an event the clauses which are inconsistent shall be read down or if the need arises be deemed to be deleted and such modification/reading down or deemed deletion shall however not affect the other parts of the Scheme.

3.5.3 Any refund under the tax laws received by or due to the Transferor Companies consequent to any assessments made on the Transferor Companies subsequent to the Appointed Date pertaining to the business transferred and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date, shall also belong to and be received by the Transferee Company.

4. TRANSFER OF EMPLOYEES

On the Effective Date:

4.1 The services of all the employees of the Transferor Companies shall stand transferred to the Transferee Company on the terms and conditions not less beneficial to such employees than those subsisting with reference to the Transferor Companies. The position, rank, and designation of the employees would be decided by the Transferee Company.

4.2 The services of such employees shall not be treated as broken or interrupted for the purposes of bonus, provident fund, gratuity, superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the respective Transferor Companies, as the case maybe.

4.3 Subject to Clause 4.1, the Transferee Company shall have the right to transfer such employees to any unit, division, profit/cost centre or department of the Transferee Company situated anywhere in India or abroad if warranted and as may be deemed necessary from time to time.

4.4 The Transferee Company shall assume all of the rights, obligations, and liabilities of the Transferor Companies in connection with any immigration related matters including any programs, fillings, etc in the United States of America.

4.5 In regard to labour welfare fund or social security benefits or any other special fund created or existing for the benefit of such employees of the Transferor Companies, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Companies for all purposes whatsoever relating to the administration or operation of such schemes or funds in relation to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Companies in relation to such schemes or funds shall become those of the Transferee Company and if necessary the names of the aforesaid funds or schemes will be suitably changed. It is clarified that the services of the employees of the Transferor Companies will be treated as having been continuous for the purpose of the aforesaid schemes, fund, trusts, etc. In the event that

the trustees/funds are constituted as holders of any securities, trust funds of trust monies, in relation to any provident fund trust, gratuity trust or superannuation trust of the Transferor Companies, such funds/securities/ monies shall be transferred by such funds/ trustees of the trusts of the Transferor Companies to such funds/trustees of the trusts of the Transferee Company as may be existing or set up for the same purpose and object and such transfer shall be deemed to be a transfer of trust property from one set of trustees to another set of trustees in accordance with the provisions of the Applicable Laws and relevant stamp legislation as applicable. In such case, appropriate Deed(s) of Trust and/or documents for transfer of trust properties shall be executed simultaneously upon the sanction of the Scheme in accordance with the terms hereof by the trustees in favour of the trusts of the Transferee Company so as to continue the benefits of the employees. For this purpose such funds or schemes of the Transferor Companies may be continued and/or amalgamated with and/or transferred to the similar funds/schemes of the Transferee Company, if the Transferee Company considers so desirable or deemed fit for the smooth administration, management, operation and uniformity of such funds/schemes so however, that such funds/schemes do not become less favourable to the employees of the Transferor Companies with reference to those on the date preceding the Effective Date. The trustees including the Board of Directors of the Transferee Company shall be entitled to adopt such course in this regard as may be advised provided however that there shall be no discontinuation or breakage in the service of the employees of the Transferor Companies.

4.6 It is clarified that with regard to such employees of the Transferor Companies who have ceased to be the employees of the Transferor Companies on account of reasons other than any disciplinary action that may have been taken against such employees by the Transferor Companies, from the Appointed Date, the Transferee Company shall assume all the responsibilities and obligations of the Transferor Companies towards such employees until the said responsibilities and obligations stand duly discharged in law.

5. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

5.1 With effect from the Appointed Date and upto and including the Effective Date:

5.1.1 the Transferor Companies shall be deemed to have been carrying on and shall carry on all their business(es) and activity(ies) and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all of the assets of the Transferor Companies for and on account of and in trust for the Transferee Company. The Transferor Companies hereby undertake to hold the said assets with utmost prudence until the Effective Date.

5.1.2 the Transferor Companies shall carry on their business and activities with reasonable diligence, business prudence in the ordinary course of business and shall not (without the prior written consent of the Transferee Company) alienate, charge, mortgage, encumber or otherwise deal with or dispose off any of its units/undertakings or any part thereof except pursuant to any pre-existing obligation undertaken by the Transferor Companies prior to the Appointed Date.

5.1.3 all the profits or income accruing to the Transferor Companies or expenditure or losses arising or incurred or suffered by Transferor Companies shall pursuant to coming into effect of the Scheme for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure, as the case may be, of the Transferee Company.

5.2 Save as provided for in this Scheme, the Transferor Companies shall not make any change in their capital structure either by any increase (*by fresh issue of equity shares whether by way of public issue, private placement, on a rights basis, or issuance of bonus shares, convertible debentures or otherwise*), decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner which may, in any way, affect the operation of the Scheme, except by mutual consent of the respective Boards of Directors of the Transferor Companies and Transferee Company.

5.3 The Transferor Companies shall also be entitled, pending the sanction of the Scheme, to apply to the Appropriate Authority, as are necessary for such consents, approvals and sanctions which the Transferee Company may require.

5.4 The Transferee Company shall carry on the business of the Transferor Companies after the Effective Date.

6 CONCLUDED MATTERS

The transfer and vesting of the assets and the liabilities in the Transferee Company and the continuance of contracts or proceedings by or against the Transferee Company as provided in this Scheme shall not affect any contract or proceedings relating to the assets and the liabilities, fully performed and completed by the Transferor Companies before the Appointed Date and the Transferee Company accepts and adopts all such acts, deeds, matters and things done and or executed by the Transferor Companies in this regard.

7 DISOLUTION OF THE TRANSFEROR COMPANY

7.1 On the Scheme becoming effective, Transferor Company 1 shall stand dissolved without being wound up pursuant to the provisions of the AER Act, A.R.S. §29-2206.A.2 and Transferor Company 2 shall stand dissolved without being wound up pursuant to the provisions of the ORC Section 1701.82(A)(1).

7.2 The Transferor Company 1 shall be required to file all necessary documents including those set out in A.R.S. §29-2202 of the AER Act with the Arizona Corporation Commission along with this Scheme and corporate resolution of the Transferor Company 1 and the Transferor Company 1 will be stuck off the register maintained by the Arizona Corporation Commission effective the date of the merger under the laws of India.

7.3 The Transferor Company 2 shall be required to file all necessary documents including those set out in ORC Section 1701.92 with the Secretary of State of Ohio along with this Scheme and corporate resolution of the Transferor Company 2 and the Transferor Company 2 will be stuck off the register maintained by the Secretary of State of Ohio effective the date of the merger under the laws of India.

8 CONSIDERATION BY THE TRANSFEREE COMPANY

8.1 The Transferor Companies are wholly owned subsidiaries of the Transferee Company and the entire share capital of Transferor Companies are held by the Transferee Company. The Transferor Companies undertake not to effect any change in their share capital till this Scheme comes into effect. Upon the coming into effect of this Scheme, the investment made by the Transferee Company in the share capital of the Transferor Companies shall stand cancelled and no shares shall be issued by the Transferee Company to the shareholder of the Transferor Companies, without there being any further act or deed in furtherance thereof.

8.2 Upon the Scheme becoming effective, the entire share capital of the Transferor Companies shall be cancelled and extinguished.

9 ACCOUNTING TREATMENT

9.1 The Transferee Company shall, upon the Scheme becoming operative, record the assets and liabilities of the Transferor Companies vested in it pursuant to this Scheme, at the respective book value in accordance with the applicable accounting standards.

9.2 The investments made in the share capital of the Transferor Companies by Transferee Company will stand cancelled.

Upon the Scheme becoming effective, any goodwill arising out of amalgamation, shall be treated in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under Section 133 of the Companies Act, 2013 read with Rule 7 of the Companies (Accounts) Rules, 2014.

10 PENDING LEGAL PROCEEDINGS

If any suit, appeal or other proceeding of whatever nature by or against Transferor Companies be pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the amalgamation by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies as if this Scheme had not been made. Therefore, upon this Scheme coming into effect, all legal actions, suits, writs or other proceedings by or against the Transferor Companies pending and/or arising on or before the Effective Date shall be continued and be enforced by or against the Transferee Company, as the case may be, as effectually as if the same had been pending and/or arising by or against the Transferee Company.

11 APPLICATION TO THE HONOURABLE HIGH COURT OF KARNATAKA AND OTHER APPLICABLE AUTHORITIES

11.1 The Transferee Company shall, with all reasonable dispatch, make application to the High Court of Karnataka where the registered office of the Transferee Company is situated, for sanctioning this Scheme under Section 391 to 394 of the Companies Act, 1956 for an Order or Orders thereof sanctioning this Scheme and for carrying this Scheme into effect.

11.2 The Transferor Company 1 shall initiate and pursue all actions necessary under the ALLC Act, the AER Act and provisions of any other Applicable Law under the State of Arizona, United States of America for sanctioning of the Scheme and obtain all such approvals if any, as may be required under the relevant Applicable Laws, including the AER Act, A.R.S. §29-2201 et seq.

11.3 The Transferor Company 2 shall initiate and pursue all actions necessary under the General Corporation Law of the State of Ohio and provisions of any other Applicable Law under the State of Ohio, United States of America for sanctioning of the Scheme and obtain all such approvals if any, as may be required under the relevant Applicable Laws, including the General Corporation Law of the State of Ohio.

12 MODIFICATIONS/AMENDMENTS TO THE SCHEME

12.1 The Transferor Companies and Transferee Company by their respective Boards of Directors may make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the court or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. The Transferor Companies and Transferee Company by their respective Boards of Directors shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

12.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate(s)/ representative(s) of the Transferee Company may give and are hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

13 SCHEME CONDITIONAL ON APPROVALS/SANCTIONS

13.1 The Scheme is condition on and subject to:

13.1.1 Approval of the Scheme by the requisite majority of the members, creditors and such class of persons of the Transferee Company as may be directed by the High Court of Karnataka on applications made for directions under section 391 of the Companies Act, 1956.

13.1.2 Approval of the Scheme by the Board of Directors or of the member(s) of the Transferor Company 1 as may be prescribed under the applicable provisions of the ALLC Act, the AER Act and all other Applicable Laws.

13.1.3 Approval of the Scheme by the Board of Directors or of the member(s) of the Transferor Company 2 as may be prescribed under the applicable provisions of the ORC and all other Applicable Laws

13.1.4 Sanctions and Orders under the provisions of Section 391 read with Section 394 of the Companies Act, 1956 being obtained by the Transferee Company from the High Court of Karnataka.

13.1.5 All other sanctions and approvals as may be required by any Applicable Law in respect of this Scheme being obtained.

13.2 It is clarified that the provisions of paragraph 5.16 (a) introduced through circular bearing no CIR/CFD/DIL/8/2013 dated May 21, 2013 as an amendment to the circular bearing no CIR/CFD/DIL/5/2013 dated February 4, 2013 issued by the Securities and Exchange Board of India shall not be applicable to this Scheme.

13.3 This Scheme, although to come into operation from the Appointed Date, shall not become effective until the last of the following dates, namely:

13.3.1 That on which the last of the aforesaid consents, approvals, permissions, resolutions, assignments and orders as mentioned in Clause 13.1 shall be obtained or passed.

13.3.2 That on which all necessary certified copies of Orders under Sections 391 and 394 of the Companies Act, 1956 shall be duly filed with the Registrar of Companies, Karnataka and such other Appropriate Authority located in the State of Arizona and the State of Ohio, United States of America, if so required.

The last of such dates shall be the "**Effective Date**" for the purpose of this Scheme.

14 OPERATIVE DATE OF THE SCHEME

It is clarified that the Scheme shall become effective from the Effective Date however it shall be operative from the Appointed Date.

15 COSTS

15.1 All costs, charges and expenses including stamp duty and registration fee of any deed, document, instrument or court's order including this Scheme or in relation to or in connection with negotiations leading upto the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of arrangement in pursuance of this Scheme shall be borne and paid by the Transferee Company.

16. **EFFECT OF NON RECEIPT OF APPROVAL/SANCTION**

In the event of any of the said sanctions and approvals referred to in Clause 13 above not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the High Court of Karnataka and/or Order or Orders not being passed as aforesaid before or within such further period or periods as may be agreed upon between the Boards of Directors of the Transferor Companies and the Transferee Company (who are hereby empowered and authorised to agree to and extend the aforesaid period from time to time without any limitations in exercise of their powers through and by their respective delegate(s)) or for any other reason this Scheme cannot be made effective, this Scheme shall stand revoked, cancelled, be of no effect and be null and void. No rights and liabilities shall accrue to or be incurred inter-se by the parties in terms of the Scheme, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as may otherwise arise in law. Further the Boards of Directors of the Transferor Companies and Transferee Company shall be entitled to revoke, cancel and declare the Scheme to be of no effect if such Boards are of view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn up Orders with any authority could have serious financial implication on the Transferor Companies and/or the Transferee Company or any of the aforesaid companies. And in case of any of the aforesaid events, each party shall bear their respective costs, charges and expenses in connection with this Scheme.

www.spacapital.com

SPA Capital Advisors Ltd.
(Formerly SPA Merchant Bankers Ltd.)
CIN: U65990DL1993PLC052626

25, C-Block Community Centre
Janak Puri, New Delhi-110 058
Tel : 011-25517371, 25515086
Fax : 011-25532644
Email : info@spacapital.com

Submitted to

Mindtree Limited

FAIRNESS OPINION REPORT

On Composite Scheme of Amalgamation of

MINDTREE LIMITED

AND

DISCOVERTURE SOLUTIONS L.L.C.

AND

RELATIONAL SOLUTIONS INC

BY

M/s SPA CAPITAL ADVISORS LTD.

25, C-Block, Community Centre,

Janak Puri, New Delhi.

Tel: 25558601/25517371/25515086

Fax: 25572763

Website: www.spacapital.com

*"Everything we hear is an **opinion**, not a fact. Everything we see is a perspective, not the truth."*

October 14, 2015

To,

The Board of Directors,
Mindtree Limited,
Global Village, RVCE Post,
Mysore Road, Bangalore-560059.

RE: Fairness Opinion on Composite Scheme of Amalgamation of Mindtree Limited, Discoverture Solutions L.L.C. and Relational Solutions Inc.

PURPOSE

We have been engaged to give fairness opinion on the "Composite Scheme of Amalgamation" of (i) Discoverture Solutions L.L.C., having its registered office at 16100 North 71st Street, suite 250, Scottsdale, Arizona 85254 (i.e. the "Transferor Company 1") and (ii) Relational Solutions Inc, having its registered office at Great Northern Corp Centre III, 25050 Country club Blvd, Suite 105, North Olmsted, Ohio 44070, (i.e. the "Transferor Company 2") (herein after jointly referred as "Transferor companies") with Mindtree Limited, having its registered office at Global Village, RVCE Post, Mysore Road, Bangalore 560 059 (i.e. the "Transferee Company") pursuant to the relevant provisions of the Companies Act, 1956.

This Fairness opinion report is required as per clause 24 (h) of listing agreement.

BACKGROUND

- The Transferor Company 1 was incorporated on October 1, 2002, as per the provisions of the Arizona Limited Liability Company Act, 1992, ("**ALLC Act**"), Arizona Revised Statutes, Title 29, and Chapter 4. The Transferor Company 1 is

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involved in the business of IT Services since 2002. It specializes in technology services for property and casualty insurance and healthcare industries.

- The Transferor Company 2 was incorporated on January 22, 1996, as per the provisions of the General Corporation Law of the State of Ohio, Sections 1701.01 to 1701.99 of the Ohio Revised Code ("**ORC**"). The Transferor Company 2 is involved in the business of IT Services since 1996. It specializes in technology services for consumer products and goods industries.

- The Transferee Company was incorporated as a private company on August 5, 1999, under the name MindTree Consulting Private Limited as per the provisions of the Companies Act, 1956. Subsequently, MindTree Consulting Private Limited ceased to be a private company and the name of the Transferee Company was changed to MindTree Consulting Limited on November 6, 2006. Subsequently on March 28, 2008, the name of the Transferee Company was changed from MindTree Consulting Limited to Mindtree Limited. The Transferee Company is involved in the business of software and technology.

The share capital of the Transferee Company as on March 31, 2015 is as under:

Particulars	**Amount in Rs.**
Authorised Share Capital	
80,00,00,000 Equity Shares of Rs. 10 each/-	800,00,00,000/-
Issued , Subscribed and Paid up Share Capital	
8,37,32,372 Equity Shares of Rs. 10 each/-	83,73,23,720/-

The Transferee Company is the sole member of the Transferor Company 1 and owns 100% membership interests in the Transferor Company 1.

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The Transferee Company is the sole shareholder of the Transferor Company 2 and owns 100% of the shareholding in the Transferor Company 2.

TRANSACTION

We understand that the merger of the Transferor Companies under this Scheme of Amalgamation will be effected as a Scheme under the provisions of the other Applicable Laws and under Sections 391 to 394 of the Companies Act, 1956.

By this Scheme of Amalgamation it is proposed to amalgamate the Transferor Companies with the Transferee Company, for the purposes of better, efficient and economical management, control and running of the businesses, and for further development and growth of the business of the Transferee Company and for administrative convenience. The proposed amalgamation between the Transferor Companies and the Transferee Company shall result in the following, benefits, amongst others, to both companies, their respective members and creditors.

(i) The amalgamation will enable the Transferee Company to integrate its business operations and provide significant impetus to the growth of the Transferee Company. The consolidation of the activities by way of an amalgamation will lead to synergies of operations and a stronger and wider capital and financial base for future growth/expansion. The combined entity will have a bigger portfolio of services targeted at a wider array of customers, which will strengthen its competitive position in providing IT services /software & technology related services markets This will also enable the Transferee Company to address newer solutions

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and services to its customers and to transferor's customers and enhance its marketing capabilities.

(ii) The amalgamation will result in economy of scales and reduction in overheads, administrative, managerial and other expenditure, operational rationalisation, organisational efficiency, and optimal utilisation of various resources.

(iii) The managerial expertise of the Transferor Companies will contribute to the strength of the Transferee Company. Consequently, the Transferee Company will offer a strong financial structure to all creditors including the creditors of the Transferor Companies, facilitate resource mobilisation and achieve better cash flows. This would contribute substantially towards enhancement of shareholder's value of the Transferee Company.

(iv) Duplication of administrative functions will be eliminated together with the multiple record - keeping resulting in reduced expenditure.

(v) This amalgamation will result in a significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Companies and the Transferee Company.

(vi) The banks, creditors and institutions, if any, are not affected by the proposed amalgamation as their security is maintained.

(vii) There shall be impetus and increase in the area of sales, network of the Transferee Company apart from reduction in costs.

(viii) The amalgamation shall result in the combination of manpower of both the companies and a single management structure for the companies.

(ix) The combined managerial and technical expertise would enable the Transferee Company to develop a business model that would be competitive and cogent.

SPA Capital Advisors Limited New Delhi

VALUATION REPORT

In the proposed Scheme of Arrangement, the entire equity share capital of Transferor Companies held by Transferee Company will be cancelled and there shall not be any change in the shareholding pattern of Transferee Company, As per the provisions of SEBI Circular Number CIR/CFD/DIL/8/2013dated May 21, 2013, a valuation report from independent valuer is not required in such cases where there is no change in the shareholding pattern of the listed company.

CONCLUSION

Pursuant to the Composite Scheme of Amalgamation, Membership interest in Discoverture Solutions L.L.C., and shares in Relational Solutions Inc, will be cancelled and Mindtree Limited shall not be required to issue and / allot any shares to the members of Transferor companies.

Therefore, On the basis of information and explanation provided to us, in our opinion the scheme of amalgamation and arrangement is fair and reasonable to the holders of equity shares of Mindtree.

Disclaimer: *The Final Report has been prepared for the internal and exclusive use of the Board of Directors of Mindtree Limited (the "Board of Directors") in support of the decisions to be taken by it. Therefore, the Final Report may not be disclosed, in whole or in part, to any third party or used for any purpose whatsoever other than those indicated in the Engagement and in the Final Report itself, provided that the Final Report may be transmitted to the experts appointed in compliance with the law and its content may be disclosed publicly where required by regulations of the Indian authorities. Any other use, in whole or in part, of the Final Report will have to be previously agreed and authorised in writing by SPA Capital Advisors Limited*

SPA Capital Advisors Limited New Delhi

(SPA). In preparing the Final Report, SPA has relied upon and assumed, without independent verification, the truthfulness, accuracy and completeness of the information and the financial data provided by Mindtree Limited. SPA has therefore relied upon all specific information as received and declines any responsibility should the results presented be affected by the lack of completeness or truthfulness of such information. Publicly available information deemed relevant for the purpose of the analyses contained in the Final Report has also been used. Therefore the Final Report is based on: (i) our interpretation of the information which Mindtree Limited, as well as their representatives and advisers, have supplied to us to date; (ii) our understanding of the terms upon which Mindtree Limited intends to consummate the Transaction (iii) the assumption that the Transaction will be consummated in accordance with the expected terms and within the expected time periods. The Final Report and the Opinion concern exclusively for the purpose of proposed amalgamation and do not constitute an opinion by SPA as to the absolute value of the shares of Mindtree Limited.

For SPA Capital Advisors Limited.

(Sourabh Garg)
Vice President

SPA Capital Advisors Limited New Delhi

(Khushboo Tanwar)
Manager

Mindtree
Welcome to possible

Registered Office Address: Mindtree Ltd.
Global Village, RVCE Post, Mysore Road,
Bengaluru-560059, Karnataka, India.
Corporate Identity Number (CIN): L72200KA1999PLC025564
E-mail: info@mindtree.com

Ref: MT/STAT/CS/15-16/143

Dec 18, 2015

Bombay Stock Exchange Limited
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai 400 001
BSE: fax: 022 2272 3121/2041/ 61
Phone: 022-22721233/4
email: corp.relations@bseindia.com

National Stock Exchange of India Limited
Exchange Plaza, Bandra Kurla Complex,
Bandra East, Mumbai 400 051
NSE: fax: 022 2659 8237 / 38
Phone: (022) 2659 8235 / 36
email: cmlist@nse.co.in

Dear Sirs,

Kind Attention: Mr. Gopala Krishna and Mr. Hari

Subject: Investor Compliant report pursuant to the application under Clause 24(f) of the Listing agreement

Ref: Our application dated October 20, 2015 vide MT/STAT/CS/15-16/110 with NSE

Ref: Our application dated October 20, 2015 vide MT/STAT/CS/15-16/111 with BSE

With regard to the above referenced applications under clause 24(f) of the Listing agreement for the Composite Scheme of Amalgamation of Discoverture Solutions LLC (Transferor Company 1) and Relational Solutions Inc. (Transferor Company 2) with Mindtree Limited (Transferee Company) and pursuant to SEBI circular no. CIR/CFD/DIL/5/2013 dated February 4, 2013. We wish to confirm the following;

1. The Exchanges both NSE and BSE have updated our application on Nov 6, 2015 and Nov 26, 2015 respectively, on their websites. In accordance with the Clause 5.15 of the SEBI circular no. CIR/CFD/DIL/5/2013 dated February 4, 2013, we hereby submit Complaint report in Annexure A on the complaints received objecting the aforesaid Scheme.

2. None of the exchanges have forwarded any complaints on the aforementioned draft Composite Scheme of Amalgamation.

Please find enclosed compliant report in Annexure A indicating NIL complaints received on the Composite Scheme of Amalgamation of Discoverture Solutions LLC (Transferor Company 1) and Relational Solutions Inc. (Transferor Company 2) with Mindtree Limited (Transferee Company) submitted with the application referenced above.

The complaint report in Annexure A enclosed herewith, is also being uploaded on the Company's website at www.mindtree.com/investors as required under clause 5.11 of the aforementioned SEBI Circular.

Should you have any further queries, please reach out to us.

Thanking you,
Sincerely,

For **Mindtree Limited**

Vedavalli S
Company Secretary

MINDTREE LIMITED ★ BENGALURU ★

Mindtree Ltd.
Global Village
RVCE Post, Mysore Road
Bengaluru - 560059

T + 91 80 6706 4000
F + 91 80 6706 4100
W www.mindtree.com

Mindtree
Welcome to possible

Registered Office Address: Mindtree Ltd.
Global Village, RVCE Post, Mysore Road,
Bengaluru-560059, Karnataka, India.
Corporate Identity Number (CIN): L72200KA1999PLC025564
E-mail: info@mindtree.com

Annexure A

COMPLAINT REPORT

Part A

Sl No.	Particulars	Number
1	Number of Complaints received by the Company	**Nil**
2	Number of Complaints forwarded by Stock Exchange	**Nil**
3	Total number of Complaints/ Comments received	**Nil**
4	Number of complaints resolved	**Nil**
5	Number of complaints pending	**Nil**

Part B

Sl No.	Name of Complainant	Date of Complaint	Status Resolved/ Pending
1	NA	NA	NA

For Mindtree Limited

Vedavalli S
Company Secretary

Date: Dec 18, 2015
Place: Bengaluru

MINDTREE LIMITED ★ BENGALURU ★

Mindtree Ltd.
Global Village
RVCE Post, Mysore Road
Bengaluru - 560059

T + 91 80 6706 4000
F + 91 80 6706 4100
W www.mindtree.com

DCS/AMAL/MN/IP/336/2015-16
March 18, 2016

The Company Secretary
Mindtree Limited.
Global Village, RVCE Post,
Mysore Road ,Bangalore ,
Karnataka ,560059.

Sub: Observation letter regarding the Draft Scheme of Arrangement between Mindtree Limited and Discoverture Solutions LLC and Relational Solutions Inc.

We are in receipt of Draft Scheme of Arrangement between Mindtree Limited and Discoverture Solutions LLC and Relational Solutions Inc.

As required under SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013 & SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013; SEBI vide its letter dated March 17, 2016 has inter alia given the following comment(s) on the draft scheme of arrangement:

- ***"Company shall duly comply with various provisions of the Circulars."***

Accordingly, based on aforesaid comment offered by SEBI, the company is hereby advised:

- To duly comply with various provisions of the circulars.

In light of the above, we hereby advise that we have no adverse observations with limited reference to those matters having a bearing on listing/de-listing/continuous listing requirements within the provisions of Listing Agreement, so as to enable the company to file the scheme with Hon'ble High Court.

Further, pursuant to the above SEBI circulars, upon sanction of the Scheme by the Hon'ble High Court, the listed company shall submit to the stock exchange the following:

a. Copy of the High Court approved Scheme;
b. Result of voting by shareholders for approving the Scheme;
c. Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme;
d. Copy of the observation letter issued by all the Stock Exchanges where Company is listed.
e. Status of compliance with the Observation Letter/s of the stock exchanges;
f. The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
g. Complaints Report as per Annexure II of this Circular.
h. Any other document/disclosure as informed by the Exchange.

The Exchange reserves its right to withdraw its 'No adverse observation' at any stage if the information submitted to the Exchange is found to be incomplete / incorrect / misleading / false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/Regulations issued by statutory authorities.

Please note that the aforesaid observations does not preclude the Company from complying with any other requirements.

Yours faithfully,

Nitin Pujari
Manager

NATIONAL STOCK EXCHANGE OF INDIA LIMITED

NIFTY 50 Stock of the nation

Ref: NSE/LIST/61510 February 16, 2016

The Company Secretary
MindTree Limited
Global Village,
RVCE Post,
Mysore Road
Bangalore - 560059

Kind Attn.: Ms. Vedavalli S

Dear Madam,

Sub: Observation letter for draft Composite Scheme of Amalgamation of Mindtree Limited and Discoverture Solutions L.L.C and Relational Solutions Inc.

This has reference to draft Composite Scheme of Amalgamation of Mindtree Limited and Discoverture Solutions L.L.C and Relational Solutions Inc submitted to NSE vide your letter dated October 20, 2015.

Based on our letter reference no Ref: NSE/LIST/54758 submitted to SEBI and pursuant to SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013 and SEBI Circular no. CIR/CFD/DIL/8/2013 dated May 21, 2013, SEBI has vide letter dated February 12, 2016, has given following comments on the draft Scheme of Arrangement:

"The Company shall duly comply with various provisions of the Circulars."

We hereby convey our 'No-objection' with limited reference to those matters having a bearing on listing/ delisting/ continuous listing requirements within the provisions of the Listing Agreement, so as to enable the Companies to file the Scheme with Hon'ble High Court.

However, the Exchange reserves its rights to raise objections at any stage if the information submitted to the Exchange is found to be incomplete/ incorrect/ misleading/ false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines / Regulations issued by statutory authorities.

The validity of this "Observation Letter" shall be six months from February 16, 2016, within which the Scheme shall be submitted to the Hon'ble High Court. Further pursuant to the above cited SEBI circulars upon sanction of the Scheme by the Hon'ble High Court, you shall submit to NSE the following:

a. Copy of Scheme as approved by the High Court;
b. Result of voting by shareholders for approving the Scheme;
c. Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme
d. Status of compliance with the Observation Letter/s of the stock exchanges
e. The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
f. Complaints Report as per Annexure II of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 4, 2013.

Yours faithfully,
For National Stock Exchange of India Limited

Samir Naringrekar
Manager

P.S. Checklist for all the Further Issues is available on website of the exchange at the following URL http://www.nseindia.com/corporates/content/further_issues.htm

This Document is Digitally Signed

Signer : Samir Naringrekar
Date: Tue, Feb 16, 2016 17:01:32 GMT+05:30
Location: NSE

IN THE HIGH COURT OF KARNATAKA AT BENGALURU
(ORIGINAL JURISDICTION)
IN THE MATTER OF SECTION 391 TO 394 OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF COMPOSITE SCHEME OF AMALGAMATION OF
DISCOVERTURE SOLUTIONS L.L.C.
AND
RELATIONAL SOLUTIONS INC
WITH
MINDTREE LIMITED
COMPANY APPLICATION NO.173 OF 2016

MINDTREE LIMITED
Company incorporated under the provisions
of the Companies Act, 1956 and having
its Registered Office at Global Village,
RVCE Post, Mysore Road, Bengaluru 560 059

PROXY FORM

Name of the Unsecured Creditor(s) :
Registered Address :

II /We, being the Unsecured Creditor (s) of Mindtree Limited, hereby appoint

Name: _____ Email:_____

Address: _____

_____ Signature: _____,or failing him/her

Name: _____ Email:_____

Address: _____

_____ Signature: _____,or failing him/her

Name: _____ Email:_____

Address: _____

_____ Signature: _____

as my / our proxy, to act for me/ us at the Court Convened meeting of the Unsecured Creditors to be held on Tuesday, June 14, 2016 at 10.00 AM at The Capitol Hotel, No. 3, Raj Bhavan Road, Opp. General Post Office, Bengaluru 560 001, Karnataka, for the purpose of considering, and if thought fit, approving with or without modification (s), the Composite Scheme of Amalgamation of Discoverture Solutions L.L.C ("the Transferor Company 1") and Relational Solutions Inc. ("the Transferor Company 2") with Mindtree Limited (Transferee Company) under Sections 391 to 394 of the Companies Act, 1956 at such meeting and any adjournment or adjournments thereof, to vote, for me/us and in my/our name(s).....(here, if for, insert 'FOR', or if against, insert 'AGAINST' and in the latter case strike out the words 'EITHER WITH OR WITHOUT MODIFICATIONS') the said amalgamation embodied in the Scheme and the resolution, either with or without modification(s)*, as my/our proxy may approve.

*strike out whatever is not applicable

Signed this_____ day of _____2016

Affix
Rs. 1
Stamp

Signature of Unsecured Creditor(s)

Signature of Proxy/Authorised Representative_____

IMPORTANT NOTES:

1. This form in order to be effective should be duly completed and deposited at the Registered Office of the Company at Global Village, RVCE Post, Mysore Road, Bengaluru 560 059, Karnataka, India, not less than 48 hours before the commencement of the Meeting.

2. The Unsecured Creditors/Proxies/Authorised Representatives are advised to bring original photo identity for verification.

Mindtree

Welcome to possible

Mindtree Limited

(CIN): L72200KA1999PLC025564
Registered Office: Global Village, RVCE Post, Mysore Road, Bengaluru 560 059, India.
Phone: + 91 80 6706 4000 | Fax: + 91 80 6706 4100 | E-mail: investors@mindtree.com | Website: www.mindtree.com

ATTENDANCE SLIP

[COURT CONVENED MEETING OF UNSECURED CREDITORS SCHEDULED ON TUESDAY, JUNE 14, 2016 AT 10.00 AM]

Name and Address of the Unsecured Creditors/Proxy/ Authorised Representative	

1) I hereby record my presence at the court convened meeting of the Unsecured Creditors of the Company at The Capitol Hotel, No. 3, Raj Bhavan Road, Opp. General Post Office, Bengaluru 560 001, Karnataka, on Tuesday, June 14, 2016 at 10.00 AM to consider and if thought fit to approve the Composite Scheme of Amalgamation of Discoverture Solutions L.L.C ("the Transferor Company 1") and Relational Solutions Inc.("the Transferor Company 2") with Mindtree Limited ("Transferee Company")

2) Signature of the Unsecured Creditor/ Proxy/Authorised Representative Present

NOTE: Unsecured Creditor/Proxy holder/Authorised Representative wishing to attend the meeting must bring the Attendance Slip to the meeting and handover at the entrance duly signed.